



FIORELLO

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

VOLUME 1A

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Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

■ Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED] at [REDACTED]

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

■ Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] services to the [REDACTED]. [REDACTED] employs nearly [REDACTED] including physicians, nurse practitioners, physician assistants, psychologists, and social workers to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] of [REDACTED] at the [REDACTED] at [REDACTED] and was the [REDACTED] at [REDACTED]

■ Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] for [REDACTED] family offices and hedge funds. She held a number of [REDACTED] and [REDACTED] positions at [REDACTED], a [REDACTED] and [REDACTED]. After more than a decade at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED] dollar [REDACTED]. Most recently, Susan served as [REDACTED] and [REDACTED] for [REDACTED] a [REDACTED]

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

■ Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the firm of [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED], [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] & [REDACTED] where her practice concentrated on [REDACTED] and [REDACTED], as well as [REDACTED] and [REDACTED]

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

■ Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the leadership of all attorneys supporting commercial products. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED] was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After Pfizer, Judi joined the [REDACTED] of [REDACTED] & [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED]

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

■ Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in global and US markets. At [REDACTED] he [REDACTED] the [REDACTED] for [REDACTED] of the [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED] organization. After [REDACTED] Mr. Sirota was appointed [REDACTED] of the [REDACTED] at [REDACTED] where he [REDACTED] a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] for [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to become [redacted] at [redacted]. He [redacted] and launched his own [redacted]. He currently [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] positions at [redacted] in [redacted] and [redacted]. Mr. Sullivan and his [redacted] and [redacted] a number of [redacted] and [redacted] services that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan an [redacted] sold through [redacted] & [redacted] product [redacted].

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of experience [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] for the [redacted] of [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted], a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over 6 years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted] staff, he [redacted] the [redacted] and [redacted] for [redacted] of [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted] months, Mr. Malman has also been [redacted] with [redacted] working with the [redacted] of [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted] in [redacted] since [redacted] where she [redacted] a [redacted] of up to [redacted]. Her responsibilities included [redacted] through [redacted] and [redacted]. Ms. Keyser was also the [redacted] which included [redacted] and [redacted] a [redacted] and [redacted] and [redacted]

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted] at [redacted] for [redacted]. He is a [redacted] at the [redacted] of [redacted] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted] for [redacted] of [redacted] and [redacted] of [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[redacted]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[redacted]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted], and [redacted] in a research and development, regulatory, and strategic capacity. Currently, as he [redacted] of [redacted], she [redacted] with [redacted], [redacted], and [redacted]. Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted] of [redacted], [redacted], [redacted], [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

[REDACTED]
[REDACTED]

Mr. Charles Catalano is a career pharmacist [REDACTED]
[REDACTED]

He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED] of [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED] for the [REDACTED], and [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

[REDACTED]
[REDACTED]

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

[REDACTED]

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

[REDACTED]

Ms. Jennifer Grossman is a conservation consultant with over 20 years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] a [REDACTED]-based company and [REDACTED]. Ms. Grossman was [REDACTED] for [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

[REDACTED]

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] of [REDACTED] at [REDACTED] a [REDACTED] of [REDACTED] at [REDACTED], and [REDACTED] at [REDACTED]. Prior to joining the financial services industry he [REDACTED] for the [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.



Section A: Business Entity Information
1. Business Name: FIORELLO PHARMACEUTICALS, INC.
2. Organization Type (choose one): [X] For-profit [] Non-profit
3. Business Type (choose one): [X] Corporation [] Sole Proprietorship [] Limited Partnership [] Other:
4. Phone: 917-687-6106 5. Fax: 6. Email: ari@fiorellopharm.com
7. Business Address: 205 East 42nd Street, 15th Floor
8. City: New York 9. State: NY 10. ZIP Code: 10017
11. Mailing Address (if different than Business Address): N/A
12. City: 13. State: 14. ZIP Code:
Section B: Primary Contact Information
15. Name: Aaron Hoffnung 16. Title: CEO
17. Phone: 917-687-6106 18. Fax: 19. Email: ari@fiorellopharm.com
20. Mailing Address: 205 East 42nd Street, 15th Floor
21. City: New York 22. State: NY 23. ZIP Code: 10017
Section C: Proposed Manufacturing Facility Information
24. Proposed Facility Name: Fiorello Pharmaceuticals Cultivation and Manufacturing Facility
25. Proposed Facility Address: Building 201, A Street, Glenville Business and Technology Park
26. City: Scotia 27. State: NY 28. ZIP Code: 12302
29. County: Schenectady County
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: 8:00 am to 7:30 pm Friday: 8:00 am to 7:30 pm
Tuesday: 8:00 am to 7:30 pm Saturday: 8:00 am to 7:30 pm
Wednesday: 8:00 am to 7:30 pm Sunday: 8:00 am to 7:30 pm
Thursday: 8:00 am to 7:30 pm
An additional entry is included below for applicants who are proposing to use more than one manufacturing facility (responsible for cultivation, harvesting, extraction or other processing, packaging and labeling).



32. Proposed Facility Name: N/A
33. Proposed Facility Address:
34. City: 35. State: NY 36. ZIP Code:
37. County: 38. Property Status (choose one):
39. Proposed Hours of Operation:
Section D: Proposed Dispensing Facility #1 Information
40. Proposed Facility Name: Fiorello Pharmaceuticals Great Neck Dispensary
41. Proposed Facility Address: 917 Northern Boulevard
42. City: Great Neck 43. State: NY 44. ZIP Code: 11021
45. County: Nassau County 46. Property Status (choose one):
47. Proposed Hours of Operation:
Section E: Proposed Dispensing Facility #2 Information
48. Proposed Facility Name: Fiorello Pharmaceuticals Rochester Dispensary
49. Proposed Facility Address: 900 Jefferson Road, Suite 123
50. City: Rochester 51. State: NY 52. ZIP Code: 14623
53. County: Monroe County 54. Property Status (choose one):



55. Proposed Hours of Operation:

Monday: closed to closed Friday: 10:00 am to 6:00 pm
Tuesday: 10:00 am to 6:00 pm Saturday: 10:00 am to 6:00 pm
Wednesday: 10:00 am to 6:00 pm Sunday: closed to closed
Thursday: 10:00 am to 6:00 pm

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: Fiorello Pharmaceuticals Syracuse Dispensary

57. Proposed Facility Address: 724 Orwood Place

58. City: Syracuse

59. State: NY

60. ZIP Code: 13206

61. County: Onondaga County

62. Property Status (choose one):

- Owned by the applicant
Leased by the applicant
Other:

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

63. Proposed Hours of Operation:

Monday: closed to closed Friday: 10:00 am to 6:00 pm
Tuesday: 10:00 am to 6:00 pm Saturday: 10:00 am to 6:00 pm
Wednesday: 10:00 am to 6:00 pm Sunday: closed to closed
Thursday: 10:00 am to 6:00 pm

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: Fiorello Pharmaceuticals Yonkers Dispensary

65. Proposed Facility Address: 35 East Grassy Sprain Road, Suite 507

66. City: Yonkers

67. State: NY

68. ZIP Code: 10710

69. County: Westchester County

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: 10:00 am to 7:00 pm Friday: 10:00 am to 7:00 pm
Tuesday: 10:00 am to 7:00 pm Saturday: 10:00 am to 1:00 pm
Wednesday: 10:00 am to 7:00 pm Sunday: closed to closed
Thursday: 10:00 am to 7:00 pm



Section H: Legal Disclosures

72. Has the applicant, any controlling person of the applicant, any manager, any principal stakeholder, any sole proprietor applicant, any general partner of a partnership applicant, any officer or member of the board of directors of a corporate applicant, or corporate general partner had a prior discharge in bankruptcy or been found insolvent in any court action? []Yes [x]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?

[x]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 [x]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? [x]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 [x]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 [x]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. [x] 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. [x] 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. [x] The applicant has attached all required statements from Section H: Legal Disclosures, if applicable.

80. [x] 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. [x] 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. [x] 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. [X] The applicant has attached proof from the local internet service provider(s) that all of the applicant's manufacturing and dispensing facilities are located in an area with internet connectivity and labeled this attachment as "Attachment K."
93. [X] The applicant has attached a timeline demonstrating the estimated timeframe from growing marijuana to production of a final approved product, and labeled this attachment as "Attachment L."
94. [X] The applicant has attached a statement and/or documentation showing that the applicant is able to comply with all applicable state and local laws and regulations relating to the activities in which it intends to engage under the registration, pursuant to 10 NYCRR § 1004.5(b)(8), and labeled this attachment as "Attachment M."

Section J: Attestation and Signature

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

95. Signature:

[Handwritten signature: Aaron Hoffnung]

96. Date Signed:

[Handwritten date: 6/4/2015]

97. Print Name:

[Handwritten name: Aaron Hoffnung]

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:

[Handwritten name: MOORE MARTHA BATTLES]

Notary Registration Number:

[Handwritten number: 01BA6070242]

Notary (Notary Must Affix Stamp or Seal)

Date:

[Handwritten date: 6/4/15]

MARTHA MOORE BATTLES
Notary Public- State of New York
No. 01BA6070242
Qualified in New York County
My Commission Expires February 25, 2018

[Handwritten signature: Martha Moore Battles]

APPLICATION SECTION H: LEGAL DISCLOSURES

Question 73

Fiorello Pharmaceuticals, Inc. provides the following information in response to Question 73 of the Application:

HMS, LLC (dba “The Clinic”)

12 Broadway, #220
Denver, CO 80203

Joseph (“Max”) Cohen and Emily Cohen are principal stakeholders in Fiorello Pharmaceuticals, Inc. by virtue of their interests in The Clinic New York LLC, which in turn owns a [REDACTED] interest in Fiorello’s stock. Mr. Cohen also is the sole owner of HMS, LLC (doing business as “The Clinic”), which will provide consulting services to Fiorello on cultivation, manufacturing and dispensing of medical marijuana products. The Clinic’s compensation for those services is The Clinic New York LLC’s stock in Fiorello.

Mingleridge Business Resources, LLC

78 Cotswold Circle
Ocean, NJ 07712

Marianne Bays, David Charnick and Thomas DiNanno will be principal stakeholders of Fiorello Pharmaceuticals, Inc. in that they are Managing Directors of Mingleridge Business Resources, LLC, which will own stock in Fiorello Pharmaceuticals, Inc. if and when it becomes a Registered Organization. Mingleridge Business Resources will provide consulting services to Fiorello on business management, security and compliance. In addition, Ms. Bays and Mr. DiNanno will serve on Fiorello’s Business Advisory Board. Fiorello expects to pay Mingleridge Business Resources [REDACTED] per year.

Foscolo & Handel PLLC

765 Larger Cross Road
Bedminster, NJ 07921

Lauren Handel is Chief Compliance Officer and a shareholder of Fiorello Pharmaceuticals, Inc. She also is a [REDACTED] percent owner of Foscolo & Handel PLLC, which has provided legal services to Fiorello Pharmaceuticals, Inc. and may continue to do so after it becomes a Registered Organization. Fiorello expects to pay Foscolo & Handel PLLC approximately [REDACTED] per year.

QUESTION 74B

Fiorello Pharmaceuticals, Inc. provides the following information in response to Question 74B of the Application. The following entities are owners or principal stakeholders of Fiorello Pharmaceuticals, Inc.:

1. The Clinic New York LLC

Address: 12 Broadway #220, Denver, CO 80203

Primary activities: Holds stock in Fiorello Pharmaceuticals, Inc.

Interest in applicant: The Clinic New York LLC owns common stock presently comprising a [REDACTED] ownership interest in Fiorello Pharmaceuticals, Inc.

Extent to which the entity will be involved in the applicant's activities and/or responsible for the applicant's financial and contractual obligations:

The Clinic New York LLC will not be directly involved in Fiorello's activities, nor will it be responsible for its financial or contractual obligations. However, The Clinic New York LLC is under common ownership with HMS, LLC (dba "The Clinic"), which will provide consulting services to Fiorello pursuant to the attached Services Agreement.

Organizational and operational documents (attached in Exhibit 1):

- The Clinic New York LLC Articles of Organization
- The Clinic New York LLC Operating Agreement
- Services Agreement between HMS LLC and Fiorello Pharmaceuticals, Inc.

Identification of all owners and their interests:

- Joseph Cohen - [REDACTED]
- Emily Cohen - [REDACTED]

2. Mingleridge Business Resources LLC

Address: 78 Cotswold Circle, Ocean, NJ 07712

Primary activities: Business consulting

Interest in applicant: Mingleridge Business Resources, LLC will own of common stock in Fiorello Pharmaceuticals, Inc. presently comprising a [REDACTED] interest in the company if and when it becomes a Registered Organization.

Extent to which the entity will be involved in the applicant's activities and/or responsible for the applicant's financial and contractual obligations:

Mingleridge Business Resources will provide consulting services to Fiorello Pharmaceuticals, Inc. In addition, Managing Directors of Mingleridge Business Resources will serve on Fiorello's Business Advisory Board. Mingleridge will have no responsibility for Fiorello's financial or contractual obligations.

Organizational and operational documents (attached in Exhibit 1):

- Articles of Organization and Operating Agreement of Mingleridge Business Resources LLC
- Advisory Services Agreement – Application Services
- Advisory Services Agreement – Post-License

Identification of all owners and their interests:

- Marianne Bays – [REDACTED] owner
- David Charnick – [REDACTED] owner
- Thomas DiNanno – [REDACTED] owner

3. NYS Pharmaceuticals Investors LLC

Address: 411 West End Avenue, Apt 6D, New York, NY 10024

Primary activities: Investment in Fiorello Pharmaceuticals, Inc.

Interest in applicant: NYS Pharmaceuticals Investors, LLC owns shares of preferred stock in Fiorello presently comprising approximately [REDACTED] ownership interest in the company.

Extent to which the entity will be involved in the applicant's activities and/or responsible for the applicant's financial and contractual obligations:

NYS Pharmaceuticals Investors LLC will not be involved in Fiorello's activities or responsible for its financial or contractual obligations.

Organizational and operational documents (attached in Exhibit 1):

- NYS Pharmaceuticals Investors LLC Certificate of Formation
- NYS Pharmaceuticals Investors Operating Agreement

Identification of all owners and their interests:

- Sandra Canarick – [REDACTED]
- Jonathan Canarick – [REDACTED]
- Lima 5 Holdings LLC – [REDACTED]
- Jared Messinger – [REDACTED]
- Michael & Alexis Messinger Family Trust u/t/d December 12,2013 – [REDACTED]
- Evan Seidenstein – [REDACTED]
- Daniel Mark Siegel and Susan E. Bryde – [REDACTED]

- Lori Miele – [REDACTED]
- Michael Canarick – [REDACTED]
- Daniel Canarick – [REDACTED]
- Brian Stern [REDACTED]
- David Weston – [REDACTED]
- Greg Zunis – [REDACTED]
- Mark Hayden – [REDACTED]

4. Lima 5 Holdings LLC

Address: 31 The Grasslands, Woodbury, NY 11797

Primary activities: Investment in NYS Pharmaceuticals Investors LLC and in real estate

Interest in applicant: Member of NYS Pharmaceuticals Investors LLC, which is a shareholder of Fiorello Pharmaceutical Services, Inc.

Extent to which the entity will be involved in the applicant's activities and/or responsible for the applicant's financial and contractual obligations:

Lima 5 Holdings LLC will not be involved in Fiorello's activities, nor will it be responsible for its financial or contractual obligations.

Organizational and operational documents (attached in Exhibit 1):

- Lima 5 Holdings LLC Articles of Organization

Identification of all owners and their interests: Jeffrey Canarick – 100%

5. Michael and Alexis Messinger Family Trust

Address: [REDACTED]

Primary activities: Family trust

Interest in applicant: Member of NYS Pharmaceuticals Investors LLC, which is a shareholder of Fiorello Pharmaceutical Services, Inc.

Extent to which the entity will be involved in the applicant's activities and/or responsible for the applicant's financial and contractual obligations:

The Michael and Alexis Messinger Family Trust will not be involved in Fiorello's activities, nor will it be responsible for its financial or contractual obligations.

Organizational and operational documents (attached in Exhibit 1):

- Certification of Trust of the Michael and Alexis Messinger Family Trust

Identification of all owners and their interests:

- Michael Messinger – trustee
- Alexis Messinger – trustee

6. Sonic Health Corporation

Address: 66 Palmer Avenue, Suite 49E, Bronxville, NY 10708

Primary activities: Hold investments

Interest in applicant: Sonic Health Corporation owns shares of preferred stock in Fiorello Pharmaceuticals, Inc. presently comprising approximately a [REDACTED] interest in the company.

Extent to which the entity will be involved in the applicant's activities and/or responsible for the applicant's financial and contractual obligations:

Sonic Health Corporation will not be involved in Fiorello's activities nor will it be responsible for its financial or contractual obligations.

Organizational and operational documents (attached in Exhibit 1):

- Sonic Health Corporation Certificate of Incorporation

Identification of all owners and their interests: Kirenaga Management LLC – [REDACTED]

7. Kirenaga Management LLC

Address: 66 Palmer Avenue, Suite 49E, Bronxville, NY 10708

Primary activities: Investments

Interest in applicant: Kirenaga Management LLC owns Sonic Health Corporation, which is a shareholder in Fiorello Pharmaceuticals, Inc.

Extent to which the entity will be involved in the applicant's activities and/or responsible for the applicant's financial and contractual obligations:

Kirenaga Management LLC will not be involved in Fiorello's activities nor will it be responsible for its financial or contractual obligations.

Organizational and operational documents (attached in Exhibit 1):

- Kirenaga Management LLC

Identification of all owners and their interests:

- Kirenaga Inc. – [REDACTED]

- David Muson Inc. – [REDACTED]
- Berland Investments Inc. – [REDACTED]

8. Kirenaga Inc.

Address: 66 Palmer Avenue, Suite 49E, Bronxville, NY 10708

Primary activities: Investments

Interest in applicant: Kirenaga Inc. is an owner of Kirenaga Management LLC, which owns Sonic Health Corporation, which is a shareholder in Fiorello Pharmaceuticals, Inc.

Extent to which the entity will be involved in the applicant's activities and/or responsible for the applicant's financial and contractual obligations:

Kirenaga Inc. will not be involved in Fiorello's activities, nor will it be responsible for its financial or contractual obligations.

Organizational and operational documents (attached in Exhibit 1):

- Kirenaga Inc. Certificate of Incorporation

Identification of all owners and their interests: David Scalzo – [REDACTED]

9. David Muson Inc.

Address: 300 W. 55th Street, Suite 10A, New York, NY 10019

Primary activities: Investments

Interest in applicant: David Muson Inc. is an owner of Kirenaga Management LLC, which owns Sonic Health Corporation, which is a shareholder in Fiorello Pharmaceuticals, Inc.

Extent to which the entity will be involved in the applicant's activities and/or responsible for the applicant's financial and contractual obligations:

David Muson Inc. will not be involved in Fiorello's activities, nor will it be responsible for its financial or contractual obligations. However, David Muson (the individual) is a member of Fiorello's Board of Directors.

Organizational and operational documents (attached in Exhibit 1):

- David Muson Inc. Certificate of Incorporation

Identification of all owners and their interests: David Muson – [REDACTED]

10. Berland Investments Inc.

Address: 57 Brookhollow Lane, Stamford, CT 06902

Primary activities: Investments

Interest in applicant: Berland Investments Inc. is an owner of Kirenaga Management LLC, which owns Sonic Health Corporation, which is a shareholder in Fiorello Pharmaceuticals, Inc.

Extent to which the entity will be involved in the applicant's activities and/or responsible for the applicant's financial and contractual obligations:

Berland Investments will not be involved in Fiorello's activities, nor will it be responsible for its financial or contractual obligations.

Organizational and operational documents (attached in Exhibit 1):

- Berland Investments Inc. Articles of Incorporation

Identification of all owners and their interests: Terrance Berland – [REDACTED]

11. Green Medicinal Partners LLC

Address: 160 Greentree Drive, Suite 101, Dover, DE 19904

Primary activities: Investments

Interest in applicant: Green Medicinal Partners LLC is a shareholder in Fiorello Pharmaceuticals, Inc.

Extent to which the entity will be involved in the applicant's activities and/or responsible for the applicant's financial and contractual obligations:

Green Medicinal Partners LLC will not be involved in Fiorello's activities; nor will it be responsible for Fiorello's financial or contractual obligations.

Organizational and operational documents (attached in Exhibit 1):

- Green Medicinal Partners LLC Certificate of Formation

Identification of all owners and their interests:

- Jaime Fink – [REDACTED]
- Jerome Fink – [REDACTED]

QUESTION 75

Anticipated Source of Funds

Fiorello is actively raising a minimum of \$ [REDACTED] through a Series A Preferred Stock Offering (see Exhibit 2, Offering Document). Our goal was to reach [REDACTED] of the total minimum capital raise of \$ [REDACTED] at the time of application submission and to complete the process in 2015. The capital raise will finance the costs associated with launching the business, including those start-up expenses associated with the construction and lease of the manufacturing facility. Fiorello has been successful in accomplishing our financing goal. As of June 4, 2015, Fiorello has raised \$ [REDACTED] [REDACTED] in cash and \$ [REDACTED] [REDACTED] in legally binding commitments with the funds due upon the award of the registration that represent approximately [REDACTED] of our total capital raise target (see Exhibit 3 for investor documentation).

Fiorello Pharmaceuticals, Inc.			
Source of Financing			
As of 6/4/15			
Investor Name	Received	Committed	Total
Eric Sirota	Redacted pursuant to N.Y. Public Officers Law, Art. 6		
Georgie Giner			
Green Medicinal Partners LLC			
Itzhak Katan			
John Sullivan			
Judi Tytel			
Neil Leibowitz			
NYS Pharmaceutical Investors			
Sonic Health Corporation			
Susan Yoss			
Val Mendelev			
Total Raised Through 6/4/15			
Financing Target			
% of Target Through 6/4/15			

To assist with identifying strategic accredited investors, Fiorello has retained CastleOak Securities, L.P., a minority-owned boutique investment bank that was ranked number one among Minority and Women-Owned firms by Bloomberg and Thomson Reuters in 2014. David R. Jones, the Co-Founder, President & Chief Executive Officer for CastleOak Securities, has written a letter dated May 29, 2015, confirming this engagement (See Exhibit 4).

It should also be noted that Fiorello has successfully secured banking services and currently has a bank account at The Westchester Bank's Yonkers branch. The Company is also in discussions with SEFCU to provide additional banking services (see Exhibit 5). Established in 1934, today SEFCU is among the 50 largest credit unions in the U.S. with 300,000 members and more than 46 branches in the Capital Region, Binghamton, Syracuse, and Buffalo.

Application of Funds

Fiorello Pharmaceuticals has entered into a lease for an 118,983 square foot warehouse at the Glenville Business and Technology Park, Building 201. The lease commences on the date when the New York State Department of Health notifies Fiorello that its application to operate a medical marijuana business has been approved. The premises will be used to cultivate, manufacture, store and ship our medical marijuana products. The lease will have a five-year initial term and five renewal options that extend the lease term to 30 years. The initial rent will be [REDACTED] for the first Lease Year, including insurance, taxes and operating costs. In addition, Fiorello has paid an option fee of [REDACTED] to hold the lease until it becomes a Registered Organization. If registration is not granted by September 1, Fiorello may make additional monthly option payments of [REDACTED] each to hold the lease until it becomes a Registered Organization. Also, within 30 days of the lease commencement date, Fiorello will pay a security deposit of [REDACTED]

If the lease commences before September 1, 2015, approximately 60,000 square feet will be available to build-out, with the balance available on September 1, 2015. Fiorello is currently planning to build-out the premises in four phases to accommodate the projected growth in patient demand.

The start-up capital costs for the manufacturing facility are estimated at [REDACTED], which will be financed through the above mentioned Offering. Future phases, however, will be financed through internally generated funds. Fiorello anticipates that it will begin to generate operating cash flow in 2017 that will be reinvested to expand production capacity at the Glenville cultivation and manufacturing facility.

The following summarizes the phasing plan for our anticipated build-out. Additional details for the construction budget in Exhibit 6 and a phasing diagram in Exhibit 7 are included.

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

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

Anticipated Dates

Phase 1 will include construction of approximately 30,000 square feet that will commence on the day Fiorello is granted registration as a Registered Organization. For planning purposes, it has been assumed that the registration will be issued on July 1, 2015, cultivation construction will be complete by the end of September and the first products will be available for shipment in by the end of 2015.

The following chart summarizes the timeline and milestones for the construction of the cultivation and manufacturing facility.

Cultivation and Manufacturing Timeline	Milestones
NY Cultivation License(s) Issued	July 1
Cultivation Building Permit(s) Approved	July 12
Cultivation Construction Complete	September 18
Cultivation Certificate of Occupancy	October 3
Plants In the Ground	October 3
First Harvest	December 12
Product Available for Production	December 19
First Products Available for Shipment	December 26

Question 76

Anticipated Source of Funds

Fiorello is actively raising a minimum of \$ [REDACTED] through a Series A Preferred Stock Offering (see Exhibit 2 for Offering Document). Our goal was to reach [REDACTED] of the total minimum capital raise of \$ [REDACTED] at the time of application submission and to complete the process in 2015. The capital raise will finance the costs associated with launching the business, including those start-up expenses associated with the construction and lease of the dispensing facilities. Fiorello has been successful in accomplishing our financing goal. As of June 4, 2015, Fiorello has raised \$ [REDACTED] [REDACTED] in cash, and \$ [REDACTED] in legally binding commitments with the funds due upon the award of the license that represent approximately [REDACTED] of our total capital raise target (see Exhibit 3 for investor documentation).

Fiorello Pharmaceuticals, Inc.						
Source of Financing						
As of 6/4/15						
Investor Name	Received	Committed	Total			
Eric Sirota	Redacted pursuant to N.Y. Public Officers Law, Art. 6					
Georgie Giner						
Green Medicinal Partners LLC						
Itzhak Katan						
John Sullivan						
Judi Tytel						
Neil Leibowitz						
NYS Pharmaceutical Investors						
Sonic Health Corporation						
Susan Yoss						
Val Mendeleev						
Total Raised Through 6/4/15						
Financing Target						
% of Target Through 6/4/15						

To assist with identifying strategic accredited investors, Fiorello has retained CastleOak Securities, L.P., a minority-owned boutique investment bank that was ranked number one among Minority and Women-Owned firms by Bloomberg and Thomson Reuters in 2014. David R. Jones, the Co-Founder, President & Chief Executive Officer for CastleOak Securities, has written a letter dated May 29, 2015, confirming this engagement (See Exhibit 4).

Application of Funds

Fiorello Pharmaceuticals has entered into four leases for dispensary operations that will serve patients throughout New York State. The size of locations will average between 1,700 SF to 3,500 SF, with an average of approximately 2,500 SF. Total annual rent in the first year is [REDACTED] which is \$ [REDACTED] per SF. In addition to rent, Fiorello is paying security and other deposits totaling \$ [REDACTED] in connection with the dispensary leases.

The following table summarizes the location of or four dispensaries and anticipated date of lease commencement.

Dispensary Location	County	Date of Lease Commencement	Square Footage	Annual First Year Rent
Syracuse, NY	Onondaga	RO Approval Date	2,100	[REDACTED]
Rochester, NY	Monroe	8/1/15	1,771	[REDACTED]
Great Neck, NY	Nassau	8/1/15	3,528	[REDACTED]
Yonkers, NY	Westchester	9/1/15	2,280	[REDACTED]

The projected capital to construct the four dispensaries is \$ [REDACTED] or about \$ [REDACTED] per location. This is based on an estimated capital cost of \$ [REDACTED] per square foot, which includes the construction, furniture and finishing. Almost all of these costs will be incurred prior to the January 2016 store openings.

The following is an itemized breakdown of the construction expenditures, with more detail shown in Exhibit 5.

Dispensary Budget Consolidated	Projected Capital Costs	
	Avg. Per Store	Total
GENERAL CONDITIONS	Redacted pursuant to	
SITWORK	N.Y. Public Officers	
CONCRETE	Law, Art. 6	
CARPENTRY		
THERMAL AND MOISTURE		
DOORS AND WINDOWS		
FINISHES		
SPECIALTIES		
EQUIPMENT		
FURNISHINGS		
OFFICE SUPPLIES		
MECHANICAL		
ELECTRICAL		
SOFT COSTS		
PROJECT SUBTOTAL		
TI/SF (2,500 SF)		

Anticipated Dates

Depending on the specific lease, the lease commencement is between the date that the New York State Health approves the license for Fiorello to become a Registered Organization and September 1, 2015. Our architect and construction team have estimated that the construction will begin in October 2015, after Fiorello receives all required documents and approvals. Construction will be completed in early December 2015, and the dispensary stores will be open for business in early January 2016.

Dispensary Construction Timeline	Milestones
NY Cultivation/Dispensary License(s) Issued	7/1/15
Retail Construction Documents Complete	9/19/15
Retail Construction Permitting Complete	10/3/15
Retail Construction Complete	12/4/15
Retail Certificate of Occupancy	12/16/15
1st Products Available for Shipment	12/26/15
Retail Stores Open for Business	1/4/16

EXHIBIT 1

**ORGANIZATIONAL AND OPERATIONAL DOCUMENTS OF
OWNERS THAT ARE NOT NATURAL PERSONS**



Colorado Secretary of State
 Date and Time: 04/15/2015 05:40 PM
 ID Number: 20151256380
 Document number: 20151256380
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

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

The Clinic NY, 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

12 Broadway #220

(Street number and name)

Denver

(City)

CO

(State)

80203

(ZIP/Postal Code)

United States

(Province – if applicable)

(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)

Cohen

(Last)

Joseph

(First)

Max

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

12 Broadway #220

(Street number and name)

Denver

(City)

CO

(State)

80203

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____
(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) Cohen Joseph Max
(Last) (First) (Middle) (Suffix)
or
(if an entity)
(Caution: Do not provide both an individual and an entity name.)
Mailing address 12 Broadway #220
(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.

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9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Cohen</u>	<u>Joseph</u>	<u>Max</u>	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<u>12 Broadway #220</u>			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
<u>Denver</u>	<u>CO</u>	<u>80203</u>	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
<u></u>	<u>United States</u>	<u></u>	
<i>(Province – if applicable)</i>	<i>(Country)</i>		

(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.

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OPERATING AGREEMENT

OF

**THE CLINIC NEW YORK, LLC,
A COLORADO LIMITED LIABILITY
COMPANY**

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

Page 1 of 18

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

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

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

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

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

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

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

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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

EXHIBIT A

**SCHEDULE OF MEMBERS OF THE CLINIC NEW YORK, LLC, A
COLORADO LIMITED LIABILITY COMPANY**

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

**Services Agreement between
Fiorello Pharmaceuticals, Inc. and HMS, LLC**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

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

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

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

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

EXHIBIT A - Scope of Work

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

EXHIBIT B – Restricted Stock Purchase Agreement



Colorado Secretary of State
 Date and Time: 04/06/2015 03:11 PM
 ID Number: 20151167235
 Document number: 20151241536
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

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

Mingleridge Business Resources 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

78 Cotswold Circle

(Street number and name)

Ocean

(City)

NJ

(State)

07712

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

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)

Charnick

(Last)

David

(First)

Jason

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

4625 Eldorado Springs Dr

(Street number and name)

Boulder

(City)

CO

(State)

80303

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____
(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) Bays Marianne
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 78 Cotswold Circle
(Street number and name or Post Office Box information)
Ocean NJ 07712
(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.

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9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Bays</u>	<u>Marianne</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>78 Cotswold Circle</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Ocean</u>	<u>CO</u>	<u>07712</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
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Attachment to CO Articles of Organization on-line form for Mingleridge Business Resources LLC

April 6, 2015

The three members forming Mingleridge Business Resources LLC and who will be the initial Board of Managers are as follows:

Marianne Bays

████████████████████

████████████████████

David Jason Charnik

██

████████████████████

Thomas DiNanno

████████████████████

██

Operating Agreement of
Mingleridge Business Resources LLC ,
a Limited Liability Company

Adopted 4/6/2015

I. Formation.

- A. State of Formation . This is a Limited Liability Company Operating Agreement (the "Agreement") for Mingleridge Business Resources LLC, a Manager-managed Colorado limited liability company (the "Company") formed under and pursuant to Colorado law.
- B. Operating Agreement Controls . To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Colorado law absent such a provision, this Agreement, to the extent permitted under Colorado law, shall control.
- C. Primary Business Address . The location of the primary place of business of the Company is: 78 Cotswold Circle, Ocean, New Jersey 07712, or such other location as shall be selected from time to time by the Members.
- D. Registered Agent and Office . The Company's initial agent (the "Agent") for service of process is David Jason Charnick. The Agent's registered office is 4625 Eldorado Springs Dr, Boulder, CO 80303. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Colorado Secretary of State.
- E. No State Law Partnership . No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

- A. Purpose . The Company is created for the following business purpose: Mingleridge Business Resources will provide management consulting and other services to organizations to assist them to operate and excel in a highly competitive global marketplace.
- B. Powers . The Company shall have all of the powers of a limited liability company set forth under Colorado law.
- C. Duration . The Company's term shall commence upon the filing of a Certificate of

Formation and all other such necessary materials with the state of Colorado. The Company will operate until terminated as outlined in this Agreement unless:

1. The Members vote unanimously to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Colorado law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Colorado law.

III. Members.

A. Members . The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Marianne Bays, 33.3%
David J. Charnick, 33.3%
Thomas DiNanno, 33.3%

B. Initial Contribution . Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

Loans - Loans by a Member to the Company shall not be considered Capital Contributions.

Issuance of Certificates. The Company may, at the Manager's discretion, issue one or more Certificates in the name of the Member evidencing the membership interest issued. Upon the transfer of a interest in accordance with Article X, the Company shall, if certificates have been issued, issue replacement Certificates. All Certificates shall contain legends required by the

Agreement or otherwise required by law.

Lost, Stolen or Destroyed Certificates. The Company shall issue a new Certificate in place of any Certificate previously issued if the Record Holder of the Certificate: (i) makes proof by affidavit that a previously issued Certificate has been lost, stolen, or destroyed; (ii) requests the issuance of a new Certificate before the Company has notice that the Interest evidenced by such Certificate have been acquired by a purchaser for value in good faith and without notice of an adverse claim; and (iii) if required by the Company, delivers to the Company a bond with surety or sureties acceptable to the Company, to indemnify the Company against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate. The Company shall be entitled to treat each Record Holder as the Member or Assignee in fact of any Interest and, accordingly, shall not be required to recognize any equitable or other claim or interest in or with respect to the Interest on the part of any other Person, regardless of whether it has actual or other notice thereof.

C. Limited Liability of the Members . Except as otherwise provided for in this Agreement or otherwise required by Colorado law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement.

D. Withdrawal or Death of a Member . Should a Member die or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to seek outside counsel to assess the value of the Membership Interest.

The Members will have 60 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III(E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is dissolved or terminated.

E. Creation or Substitution of New Members . Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III(D) above.

1. Entire transfer . If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
2. Partial transfer . If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting .

1. Voting power . The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.
2. Proxies . At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices . The Members shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Colorado, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with Article XII below. The Members may delegate this responsibility to a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members . The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager of the Company, in which instance they shall owe only the fiduciary duties of a Manager. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

I. Waiver of Partition: Nature of Interest . Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

IV. Accounting and Distributions.

A. Fiscal Year . The Company's fiscal year shall end on the last day of December.

B. Records . All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributable Cash. Distributions of all Distributable Cash shall be made in such amounts and at such times as may be determined by the Manager(s), taking into consideration the working capital needs of the Company; provided, however, the Manager shall make quarterly distributions in amounts sufficient to allow the Members to meet their federal and state income tax obligations resulting from membership. Any distribution of property shall be treated as a distribution of cash in the amount of the fair market value of such property.

The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation at any time.

VI. Board of Managers.

A. Creation of a Board of Managers . The Members shall create a board of Managers (the "Board") consisting of Managers appointed at the sole discretion of the Members and headed by the Chairman of the Board. The Members may serve as Managers and may appoint a Member to serve as the Chairman. The Members may determine at any time in their sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Colorado law. The authorized number of Managers may be increased or decreased by the Members at any time in its sole and absolute discretion, subject to Colorado law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.

B. Powers and Operations of the Board of Managers. The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.

All of the business and affairs of the Company shall be conducted by the Manager (s). Any third person may rely absolutely upon the act, deed, and/or signature of the Manager (s) as being the act of the Company and no third person shall be obliged or privileged to inquire into or to otherwise ascertain whether the act of the Manager(s) has been duly authorized under the terms of this Agreement. The initial Manager(s) of the Company shall be:

Thomas DiNanno, Marianne Bays, David J. Charnick

All substantive and material business matters shall require a majority vote of the Board of Managers – such matters may include entering into any contract, obligation, or liability including any expense over \$1000.

1. Meetings . The Board may hold meetings, both regular and special, within or outside the state of Colorado. 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 to conduct Company business.

Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, electronic mail, facsimile, mail, telegram or any other means of communication.

i. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

ii. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.

C. Compensation of Managers . The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

D. Removal of Managers. Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Member, and any vacancy caused by any such removal may be filled by action of the Member.

E. Managers as Agents . To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company (see B above).

Except as provided in this Agreement, no Manager may bind the Company.

F. No Power to Dissolve the Company . Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Members, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

G. Duties of the Board . The Board and the Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:

1. maintain its own books, records, accounts, financial statements, stationary, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. at all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. file its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. allocate fairly and reasonably any overhead for shared office space or other business expenses;
10. not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. correct any known misunderstanding regarding its separate identity;
12. maintain adequate capital in light of its contemplated business purposes;
13. cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Colorado limited liability company

formalities;

14. make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. not require any obligations or securities of the Members; and
16. observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Prohibited Actions of the Board . Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:

1. guarantee any obligation of any person;
2. engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(A) above; or
3. incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II(A) above.

VII. Fiduciary Duties of the Board.

- A. Loyalty and Care . Except to the extent otherwise provided herein, each Manager shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Colorado.
- B. Competition with the Company . The Managers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto.

- C. Duties only to the Company . The Manager's fiduciary duties of loyalty and care are to the Company and not to the other Managers. The Managers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers. A Manager who so performs their duties shall not have any liability by reason of being or having been a Manager.
- D. Reliance on Reports . In discharging the Manager's duties, a Manager is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.
 2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.
 3. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

VIII. Dissolution.

- A. Limits on Dissolution . The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II(C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up . Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be

applied and distributed as provided under this Agreement.

C. Distributions in Kind . Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination . The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Colorado shall have been canceled in the manner required by Colorado law.

E. Accounting . Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution . Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Colorado Authorities . Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Colorado and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

IX. Exculpation and Indemnification.

A. No Member, Manager, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably

believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article IX shall survive any termination of this Agreement.

X. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of

Article IX or under applicable law.

XI. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Colorado.

XII. General Provisions.

- A. Notices . All notices, offers or other communications other than routine business matters required or permitted to be given pursuant to this agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days . In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts . This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability . The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings . The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law . This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Colorado (without regard to conflicts of law principles thereof).
- G. Application of Colorado Law . Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Colorado law.
- H. Amendment . This Agreement may be amended only by written consent of the Board and the Members. Upon obtaining the approval of any such amendment, supplement or

restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Colorado law.

I. Entire Agreement . This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

This LLC Operating Agreement is executed and agreed to by:

Marianne Bays

Marianne Bays

mbays@kalyxdevelopment.com

April 6, 2015

David J. Charnick

dcharnick@kalyxdevelopment.com

April 6, 2015

Thomas DiNanno

tdinanno@gmail.com

April 6, 2015

ATTACHMENT A

Initial Contributions of the Members

The Initial Contributions of the Members of Mingleridge Business Resources LLC are as follows:

Marianne Bays

Contribution:

Intellectual Property: Management consulting and subject matter expertise

Financial support to operations of Mingleridge TBD

David J. Charnick

Contribution:

Intellectual Property: Operational knowledge and subject matter expertise

Financial support to operations of Mingleridge TBD

Thomas DiNanno

Contribution:

Intellectual Property: Business Operations, management consulting and subject matter expertise

Financial support to operations of Migleridge TBD

ADVISORY SERVICES AGREEMENT - APPLICATION SERVICES
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Mingleridge Business Resources LLC

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

Mingleridge Business Resources LLC

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Mingleridge Business Resources LLC

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

Mingleridge Business Resources LLC

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

Delaware

PAGE 1

The First State

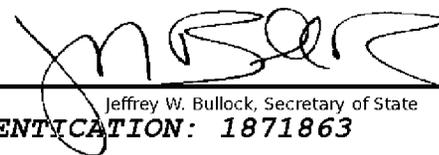
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "NYS PHARMACEUTICALS INVESTORS LLC", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF NOVEMBER, A.D. 2014, AT 4:58 O'CLOCK P.M.

5640395 8100

141414519

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1871863

DATE: 11-17-14

Fiorello 1A.00115

CERTIFICATE OF FORMATION
OF
LIMITED LIABILITY COMPANY

FIRST: The name of the limited liability company is NYS PHARMACEUTICALS INVESTORS LLC.

SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name of its Registered Agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 14th day of November, 2014.

Corporation Service Company, Organizer

By: /s/ Matthew Joyce
Matthew Joyce
Assistant Secretary



CORPORATION SERVICE COMPANY

RE: NYS PHARMACEUTICALS INVESTORS LLC (the "Company")

(a limited liability company formed under the laws of the State of Delaware)

STATEMENT OF RESIGNATION AND CONCLUDED PARTICIPATION

Solely for your convenience and to expedite the filing of the formation document for the above named Company, Corporation Service Company (CSC) or one of its affiliates has caused the said formation document to be signed by our employee(s). We and our employee(s) do not have, and have never had, any other connection with the said company. The conclusion of our participation in this said company's formation is effective at the moment of the said company's formation. In the event that our signing results in our being regarded as a member and/or manager of the said company, this statement constitutes the resignation of our said employee(s) from those capacities effective at the moment of the said company's formation.

Corporation Service Company, Organizer

Dated: November 14th, 2014

By: /s/ Matthew Joyce

Matthew Joyce
Assistant Secretary

RESIGNATION AND PARTICIPATION (DEPART)

Fiorello 1A.00117

LIMITED LIABILITY COMPANY AGREEMENT

OF

NYS PHARMACEUTICALS INVESTORS LLC

THE UNITS DESCRIBED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY APPLICABLE STATE OR OTHER FEDERAL SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

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**LIMITED LIABILITY COMPANY AGREEMENT
OF
NYS PHARMACEUTICALS INVESTORS LLC**

THE UNDERSIGNED are executing this Limited Liability Company Agreement (as amended from time to time hereafter pursuant to its terms, this “Agreement”) as of this 15th day of November 2014, for the purpose of operating a limited liability company formed pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 et. seq. (the “Act”), and do hereby agree as follows:

ARTICLE I

GENERAL PROVISIONS; DEFINITIONS

Section 1.1 Formation of the Company; Term. NYS Pharmaceuticals Investors LLC (the “Company”) was formed on November 12, 2014, by the execution and filing of a certificate of formation of the Company with the Secretary of State of the State of Delaware setting forth the information required by the Act (as thereafter or hereafter amended, the “Certificate”). The term of the Company commenced upon the filing of the Certificate and shall continue in perpetuity until the dissolution and termination of the Company in accordance with the provisions of Article VIII hereof.

Section 1.2 Limited Liability Company Agreement. The Members have entered into this Agreement for the purpose of establishing the affairs of the Company and the conduct of its business in accordance with the provisions of the Act. The Members hereby agree that during the term of the Company set forth in Section 1.1, the rights and obligations of the Members with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and, except where the Act provides that such rights and obligations specified in the Act shall apply “unless otherwise provided in a Limited Liability Company Agreement” or words of similar effect and such rights and obligations are set forth in this Agreement, the provisions of the Act shall govern.

Section 1.3 Name. The name of the Company shall be “NYS Pharmaceuticals Investors LLC LLC” or such other name or names as may from time to time be designated by the Board of Managers. The Company’s business may be conducted under its name and/or any other name or names as the Board of Managers may deem advisable.

Section 1.4 Purpose and Powers. The Company is organized to make an investment in Fiorello Pharmaceuticals, Inc., and to engage in any activity incidental or related to the foregoing or resulting therefrom. The Company shall have any and all powers necessary or desirable to carry out the purposes and business of the Company, to the extent that the same may be lawfully exercised by limited liability companies under the Act.

Section 1.5 Principal Office; Registered Office and Agent. The principal office of the Company shall be located at such place (whether inside or outside the State of Delaware) as the Board of Managers may from time to time designate. The Company may have such other offices (whether inside or outside the State of Delaware) as the Board of Managers may from

time to time designate. The registered office of the Company in the State of Delaware is located at 1209 Orange St., Wilmington, Delaware 19801]. The resident agent of the Company for service of process at such address is The Corporation Service Company. The Board of Managers may, in its discretion, change the registered office and/or registered agent from time to time by (i) filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State of the State of Delaware pursuant to the Act and (ii) giving notice of such change to each of the Members.

Section 1.6 Tax Characterization. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state or local income tax purposes, and the Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

Section 1.7 Definitions. Capitalized terms used but not otherwise defined in this Agreement shall have the following meanings:

“Adjusted Capital Account Deficit” means with respect to any Capital Account as of the end of any Taxable Year, the amount by which the balance in such Capital Account is less than zero. For this purpose, a Member’s Capital Account balance shall be: (a) reduced for any items described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6), and (b) increased for any amount such Member is obligated to contribute or is treated as being obligated to contribute to the Company pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c) (relating to partner liabilities to a partnership) or 1.704-2(g)(1) and 1.704-2(i) (relating to minimum gain).

“Affiliate” of any Person means (a) any other Person controlling, controlled by or under common control with such Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise, and (b) if such Person is a partnership, any general partner thereof.

“Assumed Tax Rate” means, for any Taxable Year, the highest marginal combined federal, state and local income tax rate (reduced by any deduction or credit allowable for state and local taxes and reflecting any reduced rate applicable to any special class of income) to which any Member may be subject for such Taxable Year.

“Board of Managers” or “Board” means the board of managers of the Company described in Article V.

“Book Value” means, with respect to any Company property, the value of the property for “book” or Capital Account purposes pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv). Without limiting the generality of the preceding sentence: (a) the initial Book Value of any property contributed by a Member to the Company will be the fair market value of the property on the date of the contribution, as reasonably determined by the Board of Managers; and (b) the Book Value of all Company properties shall be adjusted to equal their respective fair market values (as determined by the Board of Managers), in accordance with the rules set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(f), immediately prior to: (i) the date of the

acquisition of any additional interest in the Company by any additional or existing Member in exchange for more than a *de minimis* Capital Contribution, (ii) the date of the distribution of more than a *de minimis* amount of Company property to a Member for an interest in the Company and (iii) in connection with the grant of any Units or any other interest in the Company (other than a *de minimis* interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member, or by a new Member acting in a Member capacity or in anticipation of being a Member; provided, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Board of Managers reasonably determines that the adjustments are necessary or appropriate to reflect the relative economic interests of the Members. The Book Value of any Company property that is distributed to any Member shall be adjusted immediately prior to the distribution to equal its fair market value. If any asset has a Book Value that differs from its adjusted tax basis, then the Book Value shall be adjusted by the amount of depreciation calculated for purposes of the definition of “Profits” and “Losses” rather than the amount of depreciation determined for United States federal income tax purposes.

“Capital Contributions” means the amount of any cash or cash equivalents and the fair market value of other property that a Member contributes or is deemed to contribute hereunder to the Company with respect to any Unit, as determined by the Board of Managers.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Distribution” means each distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution, redemption, repurchase or otherwise; provided, that a Distribution shall not include any payments to employees or other service providers as compensation or any recapitalization or exchange of securities of the Company, or any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of any outstanding Units.

“Estate Planning Entity” means, with respect to any Member who is an individual, (a) any trust that has been established for the primary benefit of such Member or such Member’s lineal descendants, spouse or siblings and of which such individual is the trustee, and (b) any family limited partnership, limited liability company or corporation that at the time is, and at all times thereafter shall be, controlled by such individual, provided that in each case the transferring Member retains sole voting control over and decision-making authority under this Agreement with respect to the Units transferred to such entity.

“Event of Withdrawal” means the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

“Excess Cash” means, at any time, that portion of the cash and cash equivalent assets of the Company that the Board of Managers determines, in its sole discretion, exceeds the amount of cash needed by the Company to (a) remain “solvent,” (b) maintain adequate working capital and reserves, and (c) conduct its business and carry out its purposes. In making this determination, the Board of Managers shall take into account the Company’s then current and foreseeable sources of, and needs for, cash. For the purposes of this definition, the Company is “solvent” if it is capable of paying its debts as they become due in the usual course of business or

the value of its assets are equal to or greater than the sum of its liabilities. This definition of the term “solvent” is intended to override, to the extent permitted under the Act, any inconsistent provisions of the Act.

“Fiscal Period” means any interim accounting period that is within a Taxable Year established by the Board of Managers and is permitted or required by Code Section 706.

“Fiscal Year” means the Company’s annual accounting period established pursuant to Section 9.3.

“Majority Interest” means Member(s) having an aggregate Percentage Interest that exceeds fifty percent (50.0%).

“Manager” means each of the representatives initially named or duly elected as a Manager of the Company, as provided in Section 5.3.

“Member” means each Person who is admitted to the Company as a Member pursuant to Section 2.1, 6.6 or 7.2, in each case so long as such Person continues to hold any Units.

“Minimum Gain” means the partnership minimum gain determined pursuant to Treasury Regulation Section 1.704-2(d).

“Percentage Interest” means, with respect to any Member as of any date, the number of Units held by such Member on such date divided by the total number of Units outstanding on such date, expressed as a percentage.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

“Tax Amount” means, with respect to any Member for any Taxable Year, an amount equal to the product of (a) the Assumed Tax Rate, multiplied by (b) the excess, if any, of (i) the net taxable income allocated by the Company to such Member pursuant to Section 3.4 for such Taxable Year over (ii) any net taxable loss allocated by the Company to such Member for any prior Taxable Year not previously taken into account hereunder.

“Tax Matters Member” means such Member as the Board of Managers may designate as the Tax Matters Member.

“Taxable Year” means the Company’s annual accounting period for federal income tax purposes determined pursuant to Section 9.4(a).

“Treasury Regulations” means the income tax regulations promulgated under the Code.

“Unit” means a Member’s interest in the Profits, Losses and Distributions of the Company representing a fractional part of the aggregate interests in the Profits, Losses, and

Distributions of the Company of all Members and shall include Units and any additional classes of Units authorized under this Agreement; provided, that any class or group of Units issued shall have the relative rights, powers, duties, and obligations specified with respect to such class or group of Units in this Agreement, and the interest of such class or group of Units in the Profits, Losses, and Distributions of the Company shall be determined in accordance with such relative rights, powers, duties, and obligations.

Section 1.8 Other Definitions. The following terms shall have the meanings defined for such terms in the sections set forth below:

<u>Term</u>	<u>Section</u>
Act	Preamble
Agreement	Preamble
Canarick Manager	5.3(a)
Capital Account	2.2(a)
Certificate	1.1
Company	1.1
Deadlock	5.3(b)
Effective Date	Preamble
Family Manager	5.3(a)
Indemnified Person	5.4(a)
Losses	2.2(b)
Permitted Transferee	7.1(b)
Profits	2.2(b)
Tax Distributions	3.1(b)
Tie-Breaker	5.3(b)
Transfer	7.1(a)
Transferee	7.2(a)
Transferring Member	7.1(a)

ARTICLE II

CAPITAL CONTRIBUTIONS AND ACCOUNTS

Section 2.1 Authorized Units; Issuance of Units and Capital Contributions.

(a) In connection with the execution of this Agreement, each Member hereby makes a Capital Contribution to the Company in the amount set forth opposite such Member's name on Schedule A, and, as consideration therefor, the Company hereby issues to such Member the number of Units set forth opposite such Member's name on Schedule A.

(b) The Members shall make additional Capital Contributions pro rata, in proportion to their respective Percentage Interests, in such amounts as may be requested by the Board of Managers.

(c) Schedule A attached hereto shall set forth each Member's name, address, Capital Contribution, number of Units held and Percentage Interest.

Section 2.2 Capital Accounts.

(a) The Company shall establish and maintain a separate capital account for each Member according to the rules of Treasury Regulation Section 1.704-1(b)(2)(iv) (a “Capital Account”).

(b) For purposes of computing the amount of any item of Company income, gain, loss or deduction to be allocated pursuant to Article III and to be reflected in the Capital Accounts, “Profits” and “Losses” means, for each Fiscal Year, an amount equal to the Company’s taxable income or loss for such year, determined in accordance with Section 703(a) of the Code (including all items required to be stated separately) with the following adjustments:

(i) The computation of all items of income, gain, loss and deduction shall include those items described in Code Section 705(a)(1)(B) or Code Section 705(a)(2)(B) and Treasury Regulation Section 1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includable in gross income or are not deductible for federal income tax purposes.

(ii) If the Book Value of any Company property is adjusted pursuant to clause (b) of the definition of “Book Value,” the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property.

(iii) Items of income, gain, loss or deduction attributable to the disposition of Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the Book Value of such property.

(iv) Items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the property’s Book Value in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

(v) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

(vi) Items of income, gain, loss and deduction of the Company shall be computed as if the Company had sold any property distributed to a Member on the date of such Distribution at a price equal to its fair market value at that date.

(vii) Any items that are specially allocated pursuant to Sections 3.3(a) – (c), or that are allocated solely for federal income tax purposes pursuant to Section 3.4, shall be excluded from the determination of Profits and Losses.

Section 2.3 Negative Capital Accounts. No Member shall be required to pay to any other Member or the Company any deficit or negative balance that may exist from time to time in such Member's Capital Account (including upon and after dissolution of the Company).

Section 2.4 No Interest. Except as otherwise expressly provided in this Agreement, no Member shall be entitled to receive interest from the Company in respect of any positive balance in its Capital Account, and no Member shall be liable to pay interest to the Company in respect of any negative balance in its Capital Account.

Section 2.5 No Withdrawal and Default. No Person shall be entitled to withdraw any part of such Person's Capital Contributions or Capital Account or to receive any Distribution from the Company, except as expressly provided in this Agreement.

Should any Member fail to make the capital commitments as outlined in Schedule A, such Member shall be in Default of this Agreement. The penalty for Default shall be the forfeit their initial investment and such Members' units shall be decreased to zero. Such Member shall have no economic interest in any of the profits or losses of the Company going forward.

Section 2.6 Safe Harbor Election. The Board of Managers is hereby authorized and directed (a) to add the provisions described in proposed Treasury Regulation Section 1.704-1(b)(4)(xii) regarding the making of "forfeiture allocations" and the provisions described in proposed Treasury Regulation Section 1.83-3(l) necessary for the Company to make the "safe harbor election" if such proposed Treasury Regulations are issued in final form, in accordance with such final Treasury Regulations, and (b) to make such election. The Members hereby provide their consent to and agreement with such additional provisions and the making of such election.

ARTICLE III

DISTRIBUTIONS AND ALLOCATIONS

Section 3.1 Distributions.

(a) Except as provided in Section 3.1(c) below, the Company shall make Distributions to the Members of Excess Cash, at such times as may be determined by the Board of Managers, pro rata in proportion to the Members' respective Percentage Interests.

(b) To the extent that any Member's Tax Amount for any Taxable Year exceeds the amount of Distributions made to such Member during such Taxable Year (other than Tax Distributions made for the prior Taxable Year but taking into account any amounts paid by the Company pursuant to Section 6.4 and treated as Tax Distributions), the Company shall make a Distribution to such Member on or before April 1 of the next following Taxable Year in an amount equal to such excess (a "Tax Distribution"). Tax Distributions made on any date pursuant to this Section 3.1(b) shall be treated as Distributions made pursuant to Section 3.1(a); provided, that if any Tax Distribution distributed to a Member pursuant to this Section 3.1(b) on such date exceeds the total amount that would otherwise have been distributed to such Member

pursuant to Section 3.1(a) on such date (i.e., in the absence of this Section 3.1(b)), then the amount of such excess shall be treated as an advance to such Member of Distributions pursuant to Section 3.1(a) and shall be offset against future Distributions to such Member thereunder.

(c) The Members shall look solely to the assets of the Company for any and all Distributions. If the assets of the Company remaining after the payment or discharge, or the provision for payment or discharge, of the debts, obligations, and other liabilities of the Company are insufficient to make any Distributions, no Member shall have any recourse against the separate assets of any other Member (except as otherwise expressly provided herein).

Section 3.2 Allocations. Except as otherwise provided in Section 3.3, Profits and Losses for any Fiscal Year shall be allocated among the Members in such a manner that, as of the end of such Fiscal Year, the sum of (a) the Capital Account of each Member, (b) such Member's share of Minimum Gain (as determined according to Treasury Regulation Section 1.704-2(g)), and (c) such Member's partner nonrecourse debt minimum gain (as defined in Treasury Regulation Section 1.704-2(i)(3)) shall be equal to the respective net amounts, positive or negative, that would be distributed to such Member or for which such Member would be liable to the Company under the Act, determined as if the Company were to (x) liquidate the assets of the Company for an amount equal to their aggregate Book Value (without making any adjustment thereto under clause (b) of the definition of "Book Value" for such liquidation) and (y) distribute the proceeds of such liquidation pursuant to Section 8.2.

Section 3.3 Special Allocations.

(a) Items of deduction and loss attributable to partner nonrecourse debt (as defined in Treasury Regulations Section 1.704-2(b)(4)) shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). If there is a net decrease during a Taxable Year in partner nonrecourse debt minimum gain (as defined in Treasury Regulations Section 1.704-2(i)(3)), items of income and gain for such Taxable Year (and, if necessary, for subsequent Taxable Years) shall be allocated to the Members in the amounts and of such character as determined according to Treasury Regulations Section 1.704-2(i)(4). This Section 3.3(a) is intended to be a minimum gain chargeback provision that complies with the requirements of Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted in a manner consistent therewith.

(b) Nonrecourse deductions (as determined according to Treasury Regulations Section 1.704-2(b)(1)) for any Taxable Year shall be allocated to each Member ratably among such Members based upon their respective Percentage Interests. If there is a net decrease in the Minimum Gain during any Taxable Year, each Member shall be allocated items of income and gain for such Taxable Year (and, if necessary, for subsequent Taxable Years) in the amounts and of such character as determined according to Treasury Regulations Section 1.704-2(f). This Section 3.3(b) is intended to be a minimum gain chargeback provision that complies with the requirements of Treasury Regulations Section 1.704-2(f), and shall be interpreted in a manner consistent therewith.

(c) If any Member that unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) has an

Adjusted Capital Account Deficit as of the end of any Taxable Year, computed after the application of Sections 3.3(a) and 3.3(b) but before the application of any other provision of this Article III, then items of income and gain for such Taxable Year shall be allocated to such Member in proportion to, and to the extent of, such Adjusted Capital Account Deficit. This Section 3.3(c) is intended to be a qualified income offset provision as described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

(d) Losses shall not be allocated to a Member if such allocation of Losses would cause the Member to have an Adjusted Capital Account Deficit. Losses that cannot be allocated to a Member shall be allocated to the other Members; provided, however, that, if no Member may be allocated Losses due to the limitations of this Section 3.3(d), Losses shall be allocated to all Members in accordance with their respective holdings of Units.

(e) If, and to the extent that, any Member is deemed to recognize any item of income, gain, loss, deduction or credit as a result of any transaction between such Member and the Company pursuant to Code Section 83, 482, 483, 1272-1274 or 7872 or any similar provision now or hereafter in effect, and the Board of Managers determines that any corresponding Profit or Loss of the Company should be allocated to the Members who recognized such item in order to reflect the Members' economic interests in the Company, then the Company may so allocate such Profit or Loss.

(f) If in any Taxable Year or Fiscal Period there is a decrease in partnership minimum gain, or in partner nonrecourse debt minimum gain, and application of the minimum gain chargeback requirements set forth in Section 3.3(a) or Section 3.3(b) would cause a distortion in the economic arrangement among the Members, the Members may, if they do not expect that the Company will have sufficient other income to correct such distortion, request the Internal Revenue Service to waive either or both of such minimum gain chargeback requirements. If such request is granted, this Agreement shall be applied in such instance as if it did not contain such minimum gain chargeback requirement.

Section 3.4 Tax Allocations.

(a) Except as provided in Sections 3.4(b), (c) and (d), the income, gains, losses, deductions and credits of the Company will be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, deductions and credits among the Members for computing their Capital Accounts; except that, if any such allocation is not permitted by the Code or other applicable law, the Company's subsequent income, gains, losses, deductions and credits will be allocated among the Members so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value. In making allocations pursuant to this Section 3.4(b), the Board of Managers shall apply,

in its sole discretion, any method that may be permitted under Treasury Regulations Section 1.704-3.

(c) If the Book Value of any Company asset is adjusted pursuant to the requirements of Treasury Regulation Section 1.704-1(b)(2)(iv)(e) or (f), subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Board of Managers taking into account the principles of Treasury Regulation Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 3.4 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, Distributions or other Company items pursuant to any provision of this Agreement.

ARTICLE IV

CERTAIN TRANSACTIONS

Section 4.1 Transactions with Interested Persons. Unless otherwise provided herein or entered into in bad faith, no contract or transaction between the Company and one or more of the Managers or the Company's Members, or between the Company and any other Person in which one or more of the Managers or the Company's Members have a financial interest or are directors, partners, members or officers, shall be voidable solely for such reason or solely because such Manager or such Member was present or participated in the authorization of such contract or transaction; provided, that the material facts as to the relationship or interest of such Manager or such Member and as to the contract or transaction were disclosed or known to the disinterested Manager(s), and the contract or transaction was approved by such disinterested Manager(s), in which case the Member or Manager interested in such contract or transaction, as the case may be, shall not be considered to be in breach of this Agreement or liable to the Company, any Member, or any other Person for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.

ARTICLE V

MANAGEMENT

Section 5.1 Management Authority. Except as otherwise expressly provided in Section 5.3(b) or elsewhere in this Agreement, (a) the Board of Managers shall conduct, direct, and exercise full control over all activities of the Company, (b) all management powers over the business and affairs of the Company shall be exclusively vested in the Board of Managers, (c) the Board of Managers shall have the sole power to bind or take any action on behalf of the

Company, or to exercise any rights and powers (including, without limitation, the rights and powers to take certain actions, give or withhold certain consents or approvals, or make certain determinations, opinions, judgments, or other decisions) granted to the Company under this Agreement or any other agreement, instrument, or other document to which the Company is a party, and (d) the Board of Managers shall have the sole power on behalf of and in the name of the Company to carry out any and all of the objects and purposes of the Company, and to perform all acts and enter into and perform all agreements and other necessary undertakings that, in its sole discretion, it deems necessary or advisable or incident thereto.

Section 5.2 Delegation of Authority. The Board of Managers may, from time to time, (i) appoint one or more Persons to be officers of the Company and may assign such titles and functions, and delegate such authority and duties, to such officers as it shall deem necessary or desirable, (ii) appoint, employ or otherwise contract with such other Persons for the transaction of the business of the Company or the performance of services for or on behalf of the Company as it shall determine in its sole discretion, and (iii) delegate to any Person (including any Member or officer of the Company) such authority and powers to act on behalf of the Company as it shall deem advisable in its sole discretion. Any appointment, employment, or other delegation pursuant to this Section 5.2 may be revoked at any time and for any or no reason by the Board of Managers in its sole discretion.

Section 5.3 Composition; Actions; Meetings.

(a) Initially, the Board of Managers shall have two (2) Managers, which shall initially be Jonathan Canarick and Michael Canarick, (each a “Manager”) and together (the “Managers”).

(b) The Board shall hold regular meetings at least annually. Any Manager may call a special meeting of the Board of Managers. Notice of any meeting of the Board of Managers shall be given at least 72 hours prior to any meeting of the Board of Managers. Notice may be waived before or after a meeting or by attendance at such meeting without protest as to the adequacy of notice. Notice shall be given in the manner described in Section 10.12 and shall be deemed received as provided in Section 10.12. Managers may participate in a meeting of the Board of Managers by means of a telephone or other teleconferencing or videoconferencing equipment, and such participation shall constitute presence in person at such meeting. Any action required or permitted to be taken by the Board of Managers at a meeting may be taken without a meeting with the written consent of those Managers who would be authorized to take such action at a meeting of the Board of Managers. The Board of Managers may adopt such other procedures governing meetings and the conduct of business as it shall deem appropriate.

Section 5.4 Indemnification of Members, Managers, Officers, and Others.

(a) The Company hereby agrees to indemnify and hold harmless any Person (each an “Indemnified Person”) to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all expenses, liabilities and losses

(including attorney fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such Person (or one or more of such Person's Affiliates) by reason of the fact that such Person is or was a Member or is or was serving as a Manager, officer, employee or agent of the Company or is or was serving at the request of the Company as a manager, officer, director, principal, member, employee or agent of another partnership, corporation, joint venture, limited liability company, trust or other enterprise; provided, that no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its Affiliates' gross negligence, willful misconduct or knowing violation of law. Expenses, including attorney fees, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.

(b) The right to indemnification and the advancement of expenses conferred in this Section 5.4 shall not be exclusive of any other right that any Person may have or hereafter acquire under any statute, agreement, action of the Board of Managers or otherwise.

(c) The Company may maintain insurance, at its expense, to protect any Indemnified Person against any expense, liability or loss described in paragraph (a) above whether or not the Company would have the power to indemnify such Indemnified Person against such expense, liability or loss under the provisions of this Section 5.4.

(d) Notwithstanding anything contained in this Agreement to the contrary (including in this Section 5.4), any indemnity by the Company relating to the matters covered in this Section 5.4 shall be provided out of and to the extent of Company assets only and no Member (unless such Member otherwise agrees in writing or is found in a final decision by a court of competent jurisdiction to have personal liability on account thereof) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity of the Company.

(e) If this Section 5.4 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 5.4 to the fullest extent permitted by any applicable portion of this Section 5.4 that shall not have been invalidated and to the fullest extent permitted by applicable law.

Section 5.5 Compensation and Reimbursement. Subject to Section 4.1, a Manager shall be paid compensation by the Company for his, her or its services as a Manager in such amounts as the Board of Managers may determine. In addition, each Manager shall be entitled to be reimbursed for his, her or its reasonable out-of-pocket costs and expenses incurred in the course of their service hereunder.

Section 5.6 Devotion of Time to the Company. A Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other interests or activities of the Managers or to the

income or proceeds derived from such interests or activities. No Manager shall incur liability to the Company or to any of the Members as a result of engaging in any other interests or activities.

ARTICLE VI

MEMBERS

Section 6.1 Limitation of Liability. Except as otherwise provided by applicable laws, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as a Manager of the Company; provided, that a Member shall be required to return to the Company any Distribution made to it in error. Notwithstanding anything contained in this Agreement to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

Section 6.2 Lack of Authority of Individual Members. Unless delegated such power in accordance with Section 5.2, no Member shall in its capacity as such have the authority or power to act for or on behalf of the Company in any manner, to do any act that would be (or could be construed as) binding on the Company, or to make any expenditures on behalf of the Company, and the Members hereby consent to the exercise by the Manager of the powers and rights conferred upon it by law and this Agreement.

Section 6.3 No Right of Partition. No current or former Member shall have the right to seek or obtain partition by court decree or operation of law of any Company property, or the right to own or use particular or individual assets of the Company.

Section 6.4 Indemnification and Reimbursement for Payments on Behalf of a Member. If the Company is obligated to pay any amount to a governmental body (or otherwise makes a payment) because of a Member's status or that is otherwise specifically attributable to a Member (including, without limitation, federal withholding taxes with respect to foreign members, state personal property taxes, state unincorporated business taxes, etc.), then such Member shall indemnify the Company in full for the entire amount paid (including, without limitation, any interest, penalties and expenses associated with such payments). The Board of Managers may offset Distributions to which a Member is otherwise entitled under this Agreement against such Person's obligation to indemnify the Company under this section and otherwise treat such amount as a Tax Distribution made to such Member.

Section 6.5 Voting Rights. All matters that are required pursuant to this Agreement or the Act or other applicable law to be voted on by the Company's Members shall require the affirmative vote of a Majority Interest. For purposes of the foregoing, each Unit shall carry one vote. Any Member may delegate all or any of his voting rights or powers to another Member (but only in writing), in which case any act of the other Member shall be the act of the delegating Member.

ARTICLE VII

TRANSFERS OF UNITS

Section 7.1 Transfers by Members.

(a) Subject to Section 7.1(b) below, no Member may directly or indirectly (including by means of a change of ownership or change of control of such Member or any Person directly or indirectly controlling such Member) sell, assign, transfer, exchange, mortgage, pledge, grant a security interest in, or otherwise dispose of or encumber (whether voluntarily or involuntarily and including by operation of law) all or any of such Member's Units (each such event, a "Transfer") without the unanimous consent of all of the other Members. In the event of an involuntary Transfer in which for any reason the restrictions set forth in this Agreement are found to be unenforceable in whole or in part, immediately prior to the effective date of such Transfer, the transferring Member ("Transferring Member") shall grant an irrevocable proxy (coupled with an interest) to the Board of Managers (or such other person as may be designated by the Board of Managers) so that the voting rights associated with such Units are separated from the economic rights.

(b) The restrictions set forth in Section 7.1(a) shall not apply with respect to any Transfer of Units by any Member who is an individual, to such Member's lineal descendants, spouse, siblings or estate pursuant to applicable laws of descent and distribution or to any Estate Planning Entity of such Member (collectively referred to herein as "Permitted Transferees"); provided, that the restrictions contained in this Article VII shall continue to be applicable to the transferred Units after any such Transfer; and provided, further, that the Transferees of such Units shall have executed and delivered to the Board an agreement in form and substance satisfactory to the Board to be bound by the terms herein in the same manner and to the same extent as the Transferor thereof, and assuming the obligations of the Transferor hereunder with respect to the Units so transferred. Notwithstanding the foregoing, no party hereto shall avoid the provisions of this Agreement by making one or more Transfers to one or more Permitted Transferees and then disposing of all or any portion of such party's interest in any such Permitted Transferee.

(c) Notwithstanding anything to the contrary in this Agreement, no Transfer of Units shall be permitted, nor shall any transferee become a beneficial owner of Units pursuant to a Transfer, if such Transfer would cause (i) the Company to be treated as a publicly traded partnership within the meaning of Section 7704 of the Code or (ii) the Company to have more than 100 members (as determined for purposes of Section 7704 of the Code, including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3)).

Section 7.2 Assignments Generally; Substituted Member.

(a) A Transfer shall be valid only if:

(i) The Transferring Member and the recipient (the "Transferee") each execute and deliver to the Company such documents and instruments of conveyance as may be reasonably requested by the Board of Managers to effect

such Transfer and to confirm the agreement of the Transferee to be bound by the provisions of this Agreement.

(ii) The Transferring Member and Transferee provide to the Board of Managers any information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns (including the Transferee's taxpayer identification number). Without limiting the generality of the foregoing, the Company shall not be required to make any Distribution otherwise provided for in this Agreement with respect to any Units transferred until the Board of Managers received such information.

(iii) The Transferring Member furnishes to the Company an opinion of counsel, which counsel and opinion shall be reasonably satisfactory to the Board of Managers (and which opinion may be waived, in whole or in part, at the discretion of the Board of Managers), dated as of a date immediately prior to the proposed Transfer that:

- A. the Transfer will not cause the Company to be deemed to be an "investment company" under the Investment Company Act of 1940, as amended,
- B. either the Units Transferred have been registered under the Securities Act and any applicable state securities laws or the Transfer is exempt from all applicable registration requirements and will not violate any Federal securities laws, state or provincial "blue sky" laws or other laws applicable to the Company or the interest and securities being transferred, and
- C. the Transfer would not cause the Company to be treated as a "publicly traded partnership" within the meaning of Code Section 7704 and the regulations promulgated thereunder.

(iv) In all cases, the Company shall be reimbursed by the Transferring Member or Transferee for all costs and expenses that the Company reasonably incurs in connection with the Transfer.

(b) A Transfer by a Member or other Person shall not itself dissolve the Company or entitle the Transferee to become a Member or exercise any rights of a Member. A Transfer by a Member shall eliminate the Member's power and right to vote (in proportion to the extent of the interest transferred) on any matter submitted to the Members, and, for voting purposes, such interest shall not be counted as outstanding in proportion to the extent of the interest transferred. A Transfer by a Member shall not cause such transferring Member to be released from any liability to the Company solely as a result of the Transfer. Profits, Losses, and other Company items shall be allocated between the Transferring Member and the Transferee according to Code Section 706. A Transferee that is not admitted as a Member pursuant to Section 7.2(c) shall be entitled only to Distributions and allocations of Profits and Losses with

respect to the Units held by such Transferee and shall have no other rights with respect to the Units transferred. The Transferee shall nevertheless be subject to all of the obligations applicable to a holder of Units under this Article VII. If the Transferee becomes a Member, the voting and other rights associated with the interest held by the Transferee shall be restored and be held by the Member along with all other rights with respect to the interest transferred.

(c) Subject to the other provisions of this Article VII, a Transferee shall be admitted to the Company as a Member only upon satisfaction of all of the following conditions, upon which satisfaction the Transferee shall have, to the extent assigned, the rights and powers, and be subject to the restrictions and liabilities, of a Member under the Act and this Agreement, and shall be liable for any obligations of the Transferring Member:

(i) The Transferee becomes a party to this Agreement as a Member by executing a counterpart signature page to this Agreement and executing such documents and instruments as the Board of Managers may reasonably request as necessary or appropriate to confirm such Transferee as a Member in the Company and such Transferee's agreement to be bound by the terms and conditions of this Agreement;

(ii) The Transferee pays or reimburses the Company for all reasonable legal, filing and publication costs that the Company incurs in connection with the admission of the Transferee as a Member; and

(iii) If the Transferee is not a natural person of legal majority, the Transferee provides the Company with evidence reasonably satisfactory to the Board of Managers of the authority of the Transferee to become a Member and to be bound by the terms and conditions of this Agreement.

Section 7.3 Void Assignment. Any Transfer by any Member in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party. In the event of any Transfer in contravention of this Agreement, the purported transferee shall have no right to any profits, losses or Distributions of the Company or any other rights of a Member.

ARTICLE VIII

DISSOLUTION AND LIQUIDATION AND VALUATION

Section 8.1 Dissolution. The Company shall be dissolved, and its affairs shall be wound up and terminated, upon:

- (a) the vote of two-thirds of the interests by the Members; or
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

Except as set forth above or as otherwise required by law, the Company is intended to have perpetual existence. The Company shall not be dissolved by the admission of additional or

substitute Members or by an Event of Withdrawal, and upon and after any such admission or event the Company shall continue in existence subject to the terms and conditions of this Agreement.

Section 8.2 Liquidation of Company Interests.

(a) Upon dissolution, the Company shall be liquidated in an orderly manner. The Board of Managers shall act (or it may appoint one or more Members, officers, or other Persons to act) as the liquidators to wind up the affairs of the Company pursuant to this Agreement and terminate the Company. The costs of liquidation shall be borne by the Company. Prior to final distribution and termination, the liquidators shall continue to operate the Company and its assets with all of the power and authority of the Board of Managers. The steps to be accomplished by the liquidators are as follows:

(i) the liquidators shall pay, satisfy and discharge all debts, obligations, and other liabilities of the Company to its creditors (including, without limitation, all sales commissions or other expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, establishing cash reserves to be held in escrow for contingent or unforeseen liabilities of the Company, in such amounts and for such holding periods as the liquidators may reasonably determine); and

(ii) after payment or provision for payment of all of the Company's liabilities has been made in accordance with subparagraph (i), (A) a final allocation of all items of income, gain, loss, and expense shall be made in accordance with Section 3.2 hereof, and (B) all remaining assets of the Company shall be distributed to the Members in accordance with the priority set forth in Section 3.1.

(b) The distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.2 constitutes a complete return to such Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and the Company's property.

(c) Upon completion of the distribution of the Company's assets as provided in this Agreement, the Company shall be terminated (and the Company shall not be terminated prior to such time), and the Board of Managers (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of the State of Delaware, cancel any other filings made pursuant to this Agreement that are or should be canceled and take all such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 8.2(c).

(d) A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to this Section 8.2 in order to minimize any losses otherwise attendant upon such winding up.

(e) The liquidators shall not be personally liable for the return of Capital Contributions or any portion thereof to any Member (it being understood that any such return shall be made solely from Company assets).

ARTICLE IX

BOOKS OF ACCOUNT

Section 9.1 Records and Accounting. The Company shall maintain complete and accurate books of account of the Company's affairs at the Company's principal office, which books shall be open to inspection by any Member (or such Member's authorized representative) at any time during ordinary business hours. The Company shall deliver to each Member copies of such financial statements as the Company may cause to be prepared, promptly after such statements have been completed and received by the Company.

Section 9.2 Bank Accounts. The Company may establish accounts for the deposit of Company funds, in such types and at such institutions, as shall be determined from time to time by the Board of Managers.

Section 9.3 Fiscal Year. The Fiscal Year of the Company shall be the calendar year, or such other annual accounting period as may be established by the Board of Managers or as otherwise required under Code Section 706.

Section 9.4 Tax Elections.

(a) The Taxable Year of the Company shall be the same as the Company's Fiscal Year, unless the Board of Managers shall determine otherwise in its sole discretion and in compliance with applicable laws.

(b) The Board of Managers shall in its sole discretion determine whether to make or revoke any available election pursuant to the Code. Each Member will upon request supply any information necessary to give proper effect to any such election.

Section 9.5 Tax Reports. The Company shall provide to each Member the Company's tax return and Form K-1 for each Taxable Year as will enable the Members to file their respective tax return on a timely basis (including extensions), and such other information as may be necessary for the preparation of each such Member's United States federal and state income tax returns or information returns.

Section 9.6 Tax Controversies. The Tax Matters Member shall be the "tax matters partner" (as such term is used in Code Section 6231 and shall be authorized to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and other expenses reasonably incurred in connection therewith. Each Member agrees to cooperate with the Company and to do or refrain from doing any or all things reasonably requested by the Company with respect to the conduct of such proceedings. The Tax Matters Member shall keep all Members fully informed of the progress of any examinations, audits or other proceedings, and all Members shall have the right

to participate in any such examinations, audits or other proceedings. Notwithstanding the foregoing, the Tax Matters Member shall not settle or otherwise compromise any issue in any such examination, audit or other proceeding without first obtaining approval of the Board of Managers.

ARTICLE X

MISCELLANEOUS

Section 10.1 Further Action. The parties shall execute and deliver all documents, instruments, and certificates, provide all information, and take or refrain from taking all such further actions as may be necessary or appropriate to achieve the purposes of this Agreement and effect the provisions hereof, as determined in good faith by the Board of Managers.

Section 10.2 Title to Company Assets. The Company's assets will be deemed to be owned by the Company as an entity, and no Member, individually or collectively, will have any ownership interest in any Company asset or any portion thereof.

Section 10.3 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any of its Affiliates, and no creditor who makes a loan to the Company or any of its Affiliates may have or acquire at any time as a result of making the loan any direct or indirect interest in Company Profits, Losses, Distributions, capital or property other than as a creditor.

Section 10.4 Amendments, Modifications, or Waivers. Any provision of this Agreement may be amended, modified or waived only upon the prior written approval of a Majority Interest; provided, however, that (a) any amendment or modification of this Agreement that would materially and adversely affect a Member must be approved by such affected Member; and (b) no Member shall be obligated to fulfill any additional financial obligation as a result of such amendment or modification unless such Member has consented to such amendment or modification. Notwithstanding the foregoing, this Agreement may be amended by the Board of Managers without the Members' approval to (a) correct any clerical or ministerial errors in this Agreement, (b) amend Schedule A hereto to reflect changes in ownership in accordance with this Agreement and (c) add the provisions described in Section 2.6.

Section 10.5 Successors and Assigns. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Members and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns, whether so expressed or not.

Section 10.6 Remedies. Each Member shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Person has been granted at any time under any other agreement or contract and all of the rights which such Person has under any law. Any Person having any rights under any provision of this Agreement or any other agreements contemplated by this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. No failure by any party to insist

upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

Section 10.7 Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 10.8 Compliance with Laws. At all times during the term of this Agreement, the Company shall obtain and maintain all permits, licenses and approvals as may be required by applicable law in order to engage in its activities as described in this Agreement, and shall otherwise operate in such a manner so as to comply with all laws that may be applicable to the Company or its affairs.

Section 10.9 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 10.10 Counterparts. This Agreement may be executed simultaneously in two or more separate counterparts, any one of which need not contain the signatures of more than one party, but each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

Section 10.11 Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words "or," "either" and "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 10.12 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when (a) delivered personally to the recipient, (b) telecopied to

the recipient (with hard copy sent to the recipient by reputable overnight courier service (charges prepaid) that same day) if telecopied before 5:00 p.m. Eastern time on a business day, and otherwise on the next business day, (c) one business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (d) sent by e-mail to the recipient. Such notices, demands and other communications shall be sent to the Members and to the Company at the addresses set forth on the attached Schedule A.

Section 10.13 Complete Agreement. This Agreement embodies the complete agreement and understanding among the parties and terminates, supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

Section 10.14 Business Days. If any time period for giving notice or taking action under this Agreement expires on a day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the Company's principal office is located, the time period shall automatically be extended to the business day immediately following such Saturday, Sunday, or legal holiday.

Section 10.15 Electronic Delivery. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in "pdf" or comparable form, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or "pdf" to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or as a "pdf" as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:


Jonathan Canarick

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

Sandra Canarick

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

Jeffrey Canarick

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

Jared Messinger

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

Trustees of the Michael & Alexis Messinger Family
Trust u/t/d December 12,2013.
(Michael T. Messinger)

Trustees of the Michael & Alexis Messinger Family
Trust u/t/d December 12,2013.
(Alexis S. Messinger)

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

Evan Seidenstein

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

Daniel Mark Siegel

Susan E. Bryde

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

Lori Miele

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

Michael Canarick

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

Daniel Canarick

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

Brian Stern

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

David Weston

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

Greg Zunis

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

MEMBERS:

Mark Hayden

[Signature page to Limited Liability Company Agreement (NYS Pharmaceuticals LLC)]

SCHEDULE A
TABLE OF MEMBERS

Member	Commitment to		Total Capital Commitment	Percentage		
	Fiorello	Expenses		Interest	\$ per Unit	Units
Sandra Canarick	Redacted pursuant to N.Y. Public Officers Law, Art. 6					
Jonathan Canarick						
Lima 5 Holdings LLC						
Jared Messinger						
Michael & Alexis Messinger Family Tru						
Evan Seidenstein						
Daniel Mark Siegel & Susan E. Bryde						
Lori Miele						
Michael Canarick						
Daniel Canarick						
Brian Stern						
David Weston						
Greg Zunis						
Mark Hayden						
Total						

ACKNOWLEDGEMENT COPY
ARTICLES OF ORGANIZATION
OF
LIMA 5 HOLDINGS LLC

Under Section 203 of the Limited Liability Company Law

- FIRST:** The name of the limited liability company is:
LIMA 5 HOLDINGS LLC
- SECOND:** The county, within this state, in which the office of the limited liability company is to be located is NASSAU.
- 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:

LIMA 5 HOLDINGS LLC
31 THE GRASSLANDS
WOODBURY, NY 11797
- FOURTH:** The limited liability company is to be managed by: ONE OR MORE MEMBERS.
- FIFTH:** The existence of the limited liability company shall begin upon filing of these Articles of Organization with the Department of State.
- SIXTH:** The limited liability company shall have a perpetual existence.

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

STEVEN FRIEDMAN, ORGANIZER (signature)

STEVEN FRIEDMAN , ORGANIZER
3023 AVENUE J
BROOKLYN, NY 11210

Filed by:
JEFFREY CANARICK
31 THE GRASSLANDS
WOODBURY, NY 11797

ONLINE FILING RECEIPT

ENTITY NAME: LIMA 5 HOLDINGS LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: NASS

FILED:08/26/2014 DURATION:***** CASH#:140826010061 FILE#:140826010061
DOS ID:4627128

FILER:

EXIST DATE

JEFFREY CANARICK
31 THE GRASSLANDS
WOODBURY, NY 11797

08/26/2014

ADDRESS FOR PROCESS:

LIMA 5 HOLDINGS LLC
31 THE GRASSLANDS
WOODBURY, NY 11797

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: PLATINUM FILINGS LLC-MF
SERVICE CODE: MF

FEE:	200.00	PAYMENTS	200.00
FILING:	200.00	CHARGE	0.00
TAX:	0.00	DRAWDOWN	200.00
PLAIN COPY:	0.00		
CERT COPY:	0.00		
CERT OF EXIST:	0.00		

231458449

DOS-1025 (04/2007)

Authentication Number: 1408260067 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

Date of this notice: 08-26-2014

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

LIMA 5 HOLDINGS LLC
JEFFREY CANARICK MBR
31 THE GRASSLANDS
WOODBURY, NY 11797

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2015

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

COPY

CERTIFICATION OF TRUST
OF THE MICHAEL AND ALEXIS MESSINGER FAMILY TRUST

TO:

The undersigned, MICHAEL T. MESSINGER and ALEXIS S. MESSINGER, as Trustees of the Michael and Alexis Messinger Family Trust, certify as follows:

1. The Trust was created on December 13, 2013, by Michael T. Messinger and Alexis S. Messinger as trustors, under that certain Declaration of Trust executed on that date.
2. NAME OF TRUST. The name of the Trust is the Michael and Alexis Messinger Family Trust.
3. TRUSTEES. The currently acting Trustees of the Trust are Michael T. Messinger and Alexis S. Messinger.
4. TRUST PROPERTY. The Trustees are now holding as Trustees of the Trust one or more items of property, which constitute the Trust Property.
5. REVOCABILITY OF TRUST. The Trust is revocable. The persons holding the power to revoke the Trust are Michael T. Messinger and Alexis S. Messinger.
6. POWERS OF TRUSTEES. The Trustees have the powers for managing the Trust and the Trust Property attached hereto as Exhibits A-1 and A-2.
7. TAXPAYER IDENTIFICATION NUMBER. The taxpayer identification number of the Trust is [REDACTED]
8. MANNER IN WHICH TITLE OF TRUST ASSETS SHALL BE TAKEN. Title to trust assets should be taken in the following form: Michael T. Messinger and Alexis S. Messinger, Trustees of the Michael and Alexis Messinger Family Trust established by that certain Declaration of Trust dated December 12, 2013.
9. NO REVOCATIONS, MODIFICATIONS OR AMENDMENTS. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
10. SIGNED BY ALL CURRENTLY ACTING TRUSTEES. This Certification of Trust is being signed by all of the currently acting Trustees of the Trust.

Certification of Trust – Page 1

11. ACCURACY. This Certification of Trust is a true and accurate statement of the matters referred to herein.

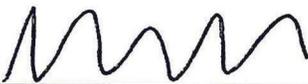
12. SIGNATURE AUTHORITY. While both Trustors are acting as Trustees, any one of the Trustees is authorized to execute any documents or agreements affecting the Trust without the approval of the remaining Trustee. Any directions to any person or organization shall be executed by any one of the Co-Trustees. For purposes of the Trust, "directions" shall mean any certification, notice, authorization, application or instruction of a Trustee(s).

All of the Trustees who are required to sign in order to exercise the powers of the Trustees under the Trust have executed this Certification of Trust.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: December 12, 2013


MICHAEL T. MESSINGER, Trustee


ALEXIS S. MESSINGER, Trustee

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On December 12, 2013, before me, Corinne L Lloyd, Notary Public, personally appeared Michael T Messinger, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Corinne L Lloyd
Notary Public

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On December 12, 2013, before me, Corinne L Lloyd, Notary Public, personally appeared Alexis S Messinger, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Corinne L Lloyd
Notary Public

EXHIBIT A-1

Sections 4.05 and 4.05 A. through 4.05 H. and Section 4.11 of Part Four of the Michael and Alexis Messinger Family Trust.

4.05 Powers and Discretions of Trustee. Except as limited in any other provision of this instrument, the Trustee shall possess, in addition to those powers now or hereafter conferred by law, the following powers and discretions with respect to administering each Trust established hereunder:

4.05 A. Powers Respecting Claims and Actions. To compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, and to institute, compromise, and defend actions and proceedings in the manner and subject to court approval as is required by law. In this connection, the Trustee is authorized to file claims or maintain actions thereon against the Trust in the manner prescribed by law, any such claim or action in no way disqualifying the Trustee from serving hereunder. As to a claim or action in which a Trustee has a personal interest, such Trustee may request in writing that all authority with respect thereto be exercised by the other then qualified and acting Trustee(s), if any. If there is no other Trustee(s) then qualified and acting, the Trustee may request in writing that such authority be vested in the next Successor Trustee appointed or nominated herein who, for purposes of this Section only, shall act as a Special Trustee hereunder. In the event that under applicable law, the aforementioned procedure is not permitted in connection with any claim or action in which the Trustee is an adverse party, holds an adverse interest, or otherwise has a conflict of interest, a Court of competent jurisdiction may be requested to act (or appoint a Special Trustee, Administrator, Receiver, or other appropriate person or entity to act) and represent the interests of the Trust in connection with such claim or action so as to permit the Trustee to continue to serve as to other matters.

4.05 B. Power to Lend to the Trust. To lend money to or borrow money from any person, including the Trustor, the Trust, the Estate of a Trustor, or any Trust created by a Trustor, provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

4.05 C. Power to Purchase Property from the Trust. To purchase property at its fair market value from the Trust for adequate consideration in money or money's worth.

4.05 D. Power to Withhold Payment if Conflicting Claims Arise. To withhold from distribution, in the Trustee's discretion, at the time for distribution of any Trust Property (and without the payment of interest), all or any part of the property, as long as the Trustee shall determine in the Trustee's discretion that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, incurred in the administration of the Trust Estate. Notwithstanding the foregoing, in no event shall the Trustee exercise any power or discretion granted hereunder in any manner which would cause the loss of a Marital Deduction in whole or in part.

4.05 E. Power Respecting Insurance. To purchase insurance on the life of any beneficiary hereunder, or health and accident insurance for such beneficiary, from reputable insurance companies, and to pay the premiums therefor from the principal of the Trust Property. Subject to the powers granted to the Trustee under paragraphs (1) and (2) below, the beneficiary of each such policy shall be the Trust of which the insured is the income beneficiary.

(1) With respect to any policy of insurance on the life of any person which may form a part of the Trust Property, to exercise and enjoy for the benefit of the Trust, as absolute owner of such policy or policies, any benefits, rights, and privileges under such policies, including, but not limited to, the right to borrow upon and pledge such policies for a loan or loans, to surrender them for their cash surrender value, or to surrender or join in the surrender of such policies for predated policies having an aggregate value equal to the policies at time of surrender. The Trustee shall not be required to pay any premiums or other assessments on any life insurance policy which are required to maintain it as a binding insurance contract.

(2) Notwithstanding any provision in this Section to the contrary, after the death of the Trustor first to die, no individual acting as a Trustee hereunder shall have any authority to exercise any of the powers granted herein with respect to any policy of life insurance on such individual's life. All such authority with respect to any such life insurance policy or policies shall be exercised by the other then qualified and acting Trustee(s) of the Trust, if any. If there is no other Trustee then qualified and acting, such authority shall be vested in the next Successor Trustee appointed or nominated herein who, for purposes of this Section only, shall act as a Special Trustee. The authority granted herein to the remaining Trustee(s), or to the Special Trustee, as the case may be, shall include, but not be limited to, the power to designate the beneficiary or beneficiaries of such life insurance policy, the power to pay premiums, charges, or other assessments thereon, and the power to select the method under which the proceeds of such life insurance policy are to be paid.

(3) Upon receipt of proof of death of the insured under any policy of life insurance contained in the Trust Property, the Trustee shall use reasonable efforts to collect all sums payable under said policy. All sums so received shall become part of the principal of the Trust Property, except for interest paid by the insurer which shall be added to income. All such sums shall be held, administered, and distributed in accordance with the provisions of this Living Trust. In connection with such life insurance policies, the Trustee shall have full power to compromise, arbitrate, or otherwise adjust any claim, dispute, or controversy arising under any such policy, and shall have the

authority to initiate, defend, settle, and compromise any legal proceeding necessary in the Trustee's discretion to collect the proceeds of any such policy. The Trustee's receipt to any insurer for the insurance proceeds under such policy shall be considered in full discharge of the insurer's liability to the Trust or Trust Property, and the insurer shall not be under any duty to inquire into the disposition or application of policy proceeds.

4.05 F. Powers Respecting Intertrust Relations. In the event that more than one Trust is established by this Living Trust, the power to retain or invest the Trust Property in such manner that each Trust shall own an undivided common interest therein. In this connection, the Trustee need not physically segregate or divide the Trust Property of Trusts created herein, except as segregation or division may be required by the termination of any of such Trusts, but the Trustee shall keep separate accounts for the Trust Property of each Trust. In addition, the Trustee may in the Trustee's discretion effect transactions among or between the various Trusts, including, but not limited to, sales and exchanges of property and loans, with adequate security and reasonable interest rates and other terms.

4.05 G. Power to Transfer Trust to or from Another Jurisdiction. Except with respect to Trust Property of a Qualified Domestic Trust, to remove any and all of the Trust Property of one or more Trusts to or from any state of the United States or any foreign jurisdiction. Upon such removal, the laws and courts of such other state or foreign jurisdiction shall govern the administration thereof unless and until its removal therefrom or distribution thereof.

4.05 H. General Powers. To do any and all other acts necessary, proper, or desirable for the benefit of the Trust Property, the Trust, and its beneficiaries, and to effectuate the powers conferred upon the Trustee hereunder. The enumeration of certain general powers of the Trustee shall not limit the Trustee's general powers, the Trustee being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.

4.11 Power to Divide Trusts. The Trustee shall also have the power to divide any trust(s) created in this Living Trust into two or more separate trusts, of equal or unequal value, which trusts shall be administered under all the same terms and conditions as otherwise provided herein, in order that any exemption from generation skipping tax under Chapter 13 of the Internal Revenue Code may be allocated to one such trust to the exclusion of the other(s) or disproportionately between them. The Trustee shall also have the power to effect or elect such allocation provided that such trusts are treated as separate trusts under applicable state law, or otherwise qualify a portion of the Trust Property for such exemption.

EXHIBIT A-2

Sections 5.08 and 5.08 A. through 5.08 O. of Part Five of the Michael and Alexis Messinger Family Trust.

5.08 Additional Powers and Discretions Granted to Trustee. Except as limited in any other provision of this Living Trust or as may be limited by provisions of law relating to the Marital Deduction, the Trustee shall possess in addition to powers granted to the Trustee elsewhere in this Living Trust, the following powers and discretions:

5.08 A. Power to Retain Trust Property. To retain the Trust Property, for so long as the Trustee, in his discretion, shall determine, without regard to diversification and whether or not the Trust Property is income-producing or whether or not the Trust Property would be a proper investment by the Trustee; provided, however, that no such property shall be retained if the retention of such property would cause the loss of the Marital Deduction otherwise available, in whole or in part.

5.08 B. Power to Operate and Reorganize Businesses and Partnerships. To continue to operate any business in which the Trust has any interest, for as long as the Trustee shall, in his discretion, determine, whether operated as a sole proprietorship, partnership, limited liability company or corporation, and to incorporate such business, or contribute it to a partnership, general or limited, or limited liability company, to organize or reorganize a corporation, partnership or limited liability company, or to otherwise reorganize or sell interests in such business as the Trustee, in his discretion, deems appropriate.

5.08 C. Power to Preserve Trust Property. To manage, control, improve, repair, partition, divide, subdivide and create or remove restrictions, easements, and other servitudes on the Trust Property and to carry insurance of the types and in the amounts which the Trustee shall, in his discretion, determine for the purpose of protecting the Trust Property and the Trustee from liability and other risks.

5.08 D. Power to Sell, Exchange, Grant Options, and Lease. To sell the Trust Property, with or without notice, at either public or private sale, for cash or upon deferred payments; to exchange the Trust Property; to grant options to purchase the Trust Property; and to lease the Trust Property, individually or in community with others, for terms within or extending beyond the duration of the Trust, for any purpose, including exploration for and removal of gas, oil, and other minerals, using such procedures to consummate the transactions as the Trustee, in his discretion, deems advisable.

5.08 E. Power to Borrow and Hypothecate. To borrow money from any person, including a Trustee, for any purpose and upon such terms and conditions as the Trustee, in his discretion, deems proper, and to obligate the Trust and encumber the Trust Property by mortgage, deed of trust, pledge, or otherwise, using

such procedures to consummate the transactions as the Trustee, in his discretion, deems fair and reasonable.

5.08 F. Power to Invest and Reinvest. To invest and reinvest any monies constituting Trust Property in the hands of the Trustee in every kind of property, real, personal, or mixed, and every kind of investment, wherever situated, with cash, on margin, or borrowed funds, specifically including, but not by way of limitation, deeds of trust, corporate obligations of every kind, stocks, preferred or common, options, futures contracts, and futures options, mortgage participations, Shares of investment trusts, investment companies, and mutual funds; to acquire partnership interests as either a general or limited partner; and to invest in money market certificates or in any common or commingled trust fund or funds now or hereafter established by and operated by and under the control of any stock brokerage entity, insurance company, bank or trust company, including any such entity acting as Trustee hereunder, all in conformity with the express provisions of the instruments establishing such money market certificates or common trust fund or funds.

5.08 G. Powers Respecting Securities. With respect to corporations or partnerships, the stocks, bonds, or other securities of which are Trust Property:

- (1) To vote in person or by proxy;
- (2) To consent to the merger, consolidation, reorganization, or dissolution of any of such corporations, or to the termination of any of such partnerships, or to the modification or amendment of any partnership agreements or corporate organization documents;
- (3) To consent to or join in the leasing, sale and leaseback, mortgaging, or sale of any property of such corporations or partnerships;
- (4) To surrender, exchange, or substitute stocks, bonds, or other securities as an incident to the merger, consolidation, recapitalization, or dissolution, or as part of a plan of redemption or liquidation, of any corporations or partnerships;
- (5) To pay all assessments, subscriptions, and other sums of money or to enter into or assume obligations which the Trustee, in his discretion, deems wise and expedient for the protection and maintenance of the proportionate interest of the Trust in said corporations or partnerships, or which are required as a condition to receive distributions therefrom;
- (6) To enter into agreements making the Trust or the Trust Property liable for a pro rata Share of the

liabilities of any corporations or partnerships which have been dissolved and which constituted Trust Property;

(7) To exercise any option or privilege which may be conferred upon the holders of such stocks, bonds, or other securities, either for the exchange or conversion of the same into other securities or for the purchase of additional securities and to make any and all payments which may be required in connection therewith;

(8) To join in the creation, modification, cancellation of or compliance with any voting trust, pooling agreement, partnership agreement, or any restrictive purchase or retirement agreement relating to any partnership interest or corporate Shares, and to transfer, exchange, pledge, or substitute securities pursuant thereto;

(9) To register, or qualify for exemption from registration, Shares in any corporation or other securities with any agency or agencies of any government (including, but not limited to, the Securities and Exchange Commission of the United States); to participate in any such registration, to apply for and to secure the approval of any agency of any government with respect to the sale of such Shares or other securities; to sell such Shares or other securities to the public or to private investors or to participate in the public or private sales of such Shares or other securities; to enter into an agreement with respect to any such sale with any broker, investment banker, or underwriter; to incur and to pay all expenses necessary or appropriate in connection with any such registration, qualification, or sale; and to take all other action necessary or appropriate in order to consummate any such sale; and

(10) To take any other action with respect to such corporations or partnerships which the Trustee, in his discretion, deems necessary and proper to protect and further the interests of the Trust, the Trust Property and the beneficiaries thereof, and in so doing, to exercise any and all powers which may otherwise be granted to the legal owner of any such corporate Shares or partnership interests.

5.08 H. Power to Employ Consultants, Agents and Investment Advisors. The Trustee may employ custodians, attorneys, accountants, investment advisors, corporate fiduciaries, and any other agents or advisors to assist the Trustee in administering and managing a trust, and the Trustees may rely on the advice of these agents. The Trustee shall pay reasonable compensation for all services performed by these agents from a Trust Estate out of income or principal as the Trustee determines in his, her or its absolute discretion. These payments shall not decrease the compensation of the Trustee. Other provisions notwithstanding, the Trustee may enter into contracts with one or more individuals, firms, associations

and/or corporations for the furnishing of investment advisory services and for discretionary accounts granting to such individuals, firms, associations, and/or corporations, the authority to purchase, sell, trade, and otherwise deal in securities owned by the Trust and to exercise all of the powers granted to the Trustee with respect to the investment of the assets of the Trust. If a Trustee shall serve both as Trustee and as legal counsel to the Trust or employ as such counsel a law firm of which the Trustee is a partner, principal, or principal of a partners, the Trustee or such firm shall be entitled to be compensated for the Trustee's or such firm's legal services, and the compensation as Trustee shall not affect or be affected by the compensation which the Trustee or such firm shall receive for legal services. Such compensation may be paid without and prior to court approval, except where such court approval is expressly required by law.

5.08 I. Powers Concerning Distributions. On any division or partial or final distribution of the Trust Property, to partition, allot, and distribute the Trust Property in undivided interests and in kind, or partly in cash and partly in kind, or entirely in cash, and at valuations determined in the Trustee's discretion; and to sell all or any portion of the Trust Property as the Trustee deems appropriate to make such division or distribution. Notwithstanding any other provision of this Trust or any trust established hereunder, the Trustee need not allocate, apportion or divide any individual trust asset pro rata or proportionally among Trusts or Beneficiaries hereof. In making divisions or distributions, the Trustee need not consider the tax bases of the various assets that are being distributed, and no attempt need be made either to prorate the Trust Property among beneficiaries or to equalize the aggregate tax bases of assets distributed. Notwithstanding the foregoing, in no event shall the Trustee make any division or distribution of Trust Property which shall cause the loss of a Marital Deduction, in whole or in part.

5.08 J. Power to Make Tax Elections and File Returns. To refrain from or to take any action and to refrain from or to make any election, in the Trustee's discretion, which the Trustee is permitted by law to make or not make; to minimize the tax liabilities of the Trust, the Trust Property and its beneficiaries, if in the Trustee's discretion it is deemed desirable to do so; and to allocate or charge, or fail to allocate or charge, in the Trustee's discretion, the benefits or costs thereof among various beneficiaries. The Trustee may, in his discretion, make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others; provided, however, that no such power shall be exercised to the extent that the same shall

result in the denial or reduction of a Marital Deduction claimed by a Trustee.

5.08 K. Power to Disclaim Property or Restrict Power. In the Trustee's discretion, by written instrument, to disclaim any Trust Property within the time in which a disclaimer is valid for Federal tax purposes, or to release or to restrict the scope of any power that the Trustee may hold, whether such power or discretion is expressly or impliedly granted hereunder or by law.

5.08 L. Power to Appoint Co-Trustee or Successor. To designate a Co-Trustee or Successor Trustee or Successor Co-Trustee, such designation to be made in favor of either an individual or corporation, bank or trust company, authorized to do business as a corporate Trustee, and which corporation, bank or trust company has capital, undivided profits and surplus aggregating no less than \$25,000,000.00. Such designation may provide that the named individual or corporation, bank or trust company shall serve without bond. Such designation shall be in writing, and if required by law or at the discretion of the Trustee, may be filed with a court having jurisdiction. Except as to the designation of a Co-Trustee by a named Trustee acting hereunder, any such designation shall not take precedence over the appointment of Trustee(s) set forth in this Living Trust, and in the case of a Qualified Domestic Trust such designation shall only be made in favor of an individual who is a citizen of the United States or a domestic corporation and otherwise meeting any qualifications required by the Internal Revenue Service for trustees of such trust.

5.08 M. Power to Maintain Accounts and Money Market Funds. To open and maintain accounts, money market funds, or certificates in the name of the Trustee with any bank, trust company, savings and loan association, insurance company, or stock brokerage firm authorized and doing business in any state of the United States of America, including any such institution then acting as Trustee. If more than one Trustee shall be acting, the Co-Trustee(s) may designate one or more of them to conduct banking activities and to make deposits, withdrawals, and endorsements upon giving written notice of such designation to the bank, trust company, savings and loan association, insurance company, or stock brokerage firm in question; and such bank, trust company, savings and loan association, insurance company, or stock brokerage firm shall be protected in relying upon such designation. The Trustee is authorized, in the Trustee's discretion, to appoint additional signatories to any accounts maintained or opened at any bank, trust company, savings and loan association, insurance company, or stock brokerage firm authorized and doing business in any state of the United States of America, for the Trust Estate in such manner that funds may be withdrawn with respect to such accounts upon the signature of such additional signatory or signatories. The signature of such additional signatory or signatories shall be sufficient to endorse any check, payment or other instrument which

may be received for the account of the trust, and such endorsement shall be sufficient receipt to the person giving the check, payment or other instrument to the trust.]

5.08 N. Power to Allocate Receipts and Expenses. To determine what is principal or income and apportion and allocate, in the Trustee's discretion, receipts and expenses as between those accounts. The Trustee shall exercise this discretion reasonably and in the best interest of the Trust Property and not for the purpose of preferring one beneficiary over another. Except insofar as the Trustee shall exercise this discretion, matters relating to the rights of beneficiaries among themselves as to principal and income shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing, to the extent applicable, and to the extent not applicable, by customary accounting practices and procedures generally applied in connection with such matters. Notwithstanding the foregoing, in no event shall the Trustee exercise any power or discretion granted hereunder in any manner which shall cause the loss of a Marital Deduction, in whole or in part.

5.08 O. Nominee Name. To hold any and all Trust Property, including, but not limited to, real property, stocks, bonds, options, futures, futures contracts, or futures options, or other securities or interests therein, in the Trustee's or a nominee's name, including, but not limited to, a brokerage house or a real estate trust and to take and keep any or all of such stocks, bonds, or other securities in unregistered form and retain them or any of them in such condition that ownership shall pass by delivery.

5.08 P. Power to Change Name. The Trustee shall have the power, in the Trustee's sole and absolute discretion, to name, rename or change the name of the trust or any trust created hereunder.

ACKNOWLEDGEMENT COPY
CERTIFICATE OF INCORPORATION
OF
Sonic Health Corporation
Under Section 402 of the Business Corporation Law

I, the undersigned, a natural person of at least 18 years of age, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York hereby certify:

FIRST: The name of the corporation is:

Sonic Health Corporation

SECOND: This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the corporation is to be located is WESTCHESTER.

FOURTH: The total number and value of shares of common stock which the corporation shall have authority to issue is: 10,000 SHARES WITH NO PAR VALUE.

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

Sonic Health Corporation
66 Palmer Avenue, 49B
Bronxville, NY 10708

SIXTH: No Director of this corporation shall be personally liable to the corporation, or its shareholders for damages for any breach of duty in such capacity, provided that this provision shall not limit the liability of any director if a judgment or other final adjudication, adverse to him, establishes that his act or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage, to which he was not legally entitled or that his acts violated Section 719 of the New York Business Corporation Law.

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

David Muson (signature)

David Muson, INCORPORATOR
66 Palmer Avenue, 49B
Bronxville, NY 10708

Filed by:
Kirnaga Management LLC
66 Palmer Avenue, 49B
Bronxville, NY 10708

ACKNOWLEDGEMENT COPY

Page 2 of 2

Fiorello 1A.00176



State of Delaware

SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 P.O. BOX 888
 DOVER, DELAWARE 19903

131134762

9968111
 MARINO PARTNERS LLP
 15 FISHER LANE, SUITE 200
 WHITE PLAINS NY 10603
 ATTN: FRANCA BRUNO

09-27-2013

DESCRIPTION	AMOUNT
KIRENAGA MANAGEMENT LLC 5405969 0102Y Register L.L.C.	
Formation Fee	70.00
Court Municipality Fee, Dover	20.00
Expedite Fee, 24 Hour	50.00
FILING TOTAL	140.00
KIRENAGA MANAGEMENT LLC 5405969 8300 Certificate in Re Short	
Certification Fee	50.00
Expedite 24 Hr., 1-3 Re-Short	40.00
FILING TOTAL	90.00
TOTAL CHARGES	230.00
TOTAL PAYMENTS	230.00
SERVICE REQUEST BALANCE	.00

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:48 PM 09/26/2013
FILED 05:48 PM 09/26/2013
SRV 131134762 - 5405969 FILE

**STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION**

KIRENAGA MANAGEMENT LLC

FIRST: The name of the limited liability company is:
KIRENAGA MANAGEMENT LLC

SECOND: The address of its registered office in the State of Delaware is 1679 South Dupont Highway, Suite 100, Dover, DE 19901. The name of the registered agent at such address is Allstate Corporate Services Corp.

THIRD: A manager shall not be personally liable to the company or its unit holders for monetary damages for breach of fiduciary duty as a manager.

IN WITNESS WHEREOF, this Certificate of Formation has been subscribed this 26th day of September, 2013 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.


Franca Bruno
Authorized Person

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "KIRENAGA MANAGEMENT LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2013.

5405969 8300

131134762

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0771518

DATE: 09-27-13

Fiorello 1A.00179

CERTIFICATE OF AUTHORITY UNDER SEC. 805 OF THE LIMITED LIABILITY COMPANY LAW

ENTITY NAME: KIRENAGA MANAGEMENT LLC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOR LLC)

COUNTY: WEST

FILED:12/30/2013 DURATION:***** CASH#:131230000190 FILM #:131230000175
DOS ID:4506248

FILER:

EXIST DATE

FRANCA BRUNO
MARINO PARTNERS LLP
15 FISHER LANE, SUITE 200
WHITE PLAINS, NY 10603

12/30/2013

ADDRESS FOR PROCESS:

THE LLC
66 PALMER AVENUE, SUITE 49E
BRONXVILLE, NY 10708

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

FEEs 285.00
FILING 250.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 285.00
CASH 0.00
CHECK 0.00
CHARGE 285.00
DRAWDOWN 0.00
OPAL 0.00
REFUND 0.00

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on December 31, 2013.



Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

131230000/75

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.dcs.ny.gov

**APPLICATION FOR AUTHORITY
OF
KIRENAGA MANAGEMENT LLC**

Under Section 802 of the Limited Liability Company Law

FIRST: The name of the foreign limited liability company is: KIRENAGA MANAGEMENT LLC.

SECOND: The jurisdiction of organization is: DELAWARE. The date of its organization is: September 26, 2013.

THIRD: The county within this state in which the office, or if more than one office, the principal office of the limited liability company is to be located is: Westchester County.

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of such process against him or her is: 66 Palmer Avenue, Suite 49E, Bronxville, NY 10708.

FIFTH: The address of the office required to be maintained in the jurisdiction of organization is: Allstate Corporate Services Corp., 1679 S. Dupont Highway, Suite 100, Dover, DE 19901.

SIXTH: The foreign limited liability company is in existence in its jurisdiction of formation at the time of filing of this application.

SEVENTH: The name of the authorized officer in its jurisdiction of its formation where a copy of its articles of organization is filed (e.g. "Secretary of State"): Jeffrey W. Bullock. The address for such officer is: Secretary of State of Delaware, 401 Federal Street, Suite 3, Dover, DE 19901.

EIGHTH: A manager shall not be personally liable to the company or its unit holders for monetary damages for breach of fiduciary duty as a manager; provided that this sentence shall not eliminate or limit the liability of an member (i) if a judgment or other final adjudication adverse to him establishes that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he has personally gained in fact a financial profit or other advantage to which he was not legally entitled; or (ii) for any act or omission prior to the adoption of a provision authorized by this section.

X 
(Signature)

Franca Bruno
(Type or print name)

Authorized Person
(Title or capacity of signer)

131230000175

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "KIKENAGA MANAGEMENT LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2013.



5405969 8300

131134762

You may verify this certificate online at corp.delaware.gov/authsec.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0771518
DATE: 09-27-13

131230000 175

APPLICATION FOR AUTHORITY

OF

KIRENAGA MANAGEMENT LLC

Under Section 802 of the Limited Liability Company Law

<p>Franca Bruno Marino Partners LLP 15 Fisher Lane, Suite 200 White Plains, NY 10603</p>

100

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED DEC 30 2013

TAX \$ _____

BY: *JCH*

RECEIVED

2013 DEC 30 AM 9: 02

JCH

190

CERTIFICATE OF INCORPORATION

FIRST: The name shall of this corporation be: KIRENAGA, INC.

SECOND: Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware, 19808. The name of its registered agent at such address is The Company Corporation.

THIRD: The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock, which this corporation is authorized to issue is One Thousand Five Hundred (1,500) shares of common stock without a par value.

FIFTH: The name and address of the incorporator is as follows:

The Company Corporation
2711 Centerville Road
Suite 400
Wilmington, Delaware 19808

SIXTH: The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

SEVENTH: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

IN WITNESS WHEREOF, the undersigned, being the incorporator herein before named, has executed signed and acknowledged this certificate of incorporation this 13th day of June, 2013.

The Company Corporation, Incorporator

By: /s/ Emily Kuhns
Name: Emily Kuhns
Assistant Secretary

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
May 01, 2014.

A handwritten signature in cursive script that reads "Anthony Giardina".

Anthony Giardina
Executive Deputy Secretary of State

**CERTIFICATE OF INCORPORATION
OF
DAVID MUSON INC.**

Under Section 402 of the Business Corporation Law

I, the undersigned, a natural person of at least 18 years of age, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York hereby certify:

FIRST: The name of the corporation is:

DAVID MUSON INC.

SECOND: This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the corporation is to be located is
NEW YORK.

FOURTH: The total number and value of shares of common stock which the corporation shall have authority to issue is: 200 SHARES WITH NO PAR VALUE.

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

THE CORPORATION
300 WEST 55TH STREET
SUITE 10A
NEW YORK, NY 10019

SIXTH: The existence of the corporation shall begin upon filing of these Certificate of Incorporation with the Department of State.

SEVENTH: The corporation shall have a perpetual existence.

EIGHTH: No Director of this corporation shall be personally liable to the corporation, or its shareholders for damages for any breach of duty in such capacity, provided that this provision shall not limit the liability of any director if a judgment or other final adjudication, adverse to him, establishes that his act or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage, to which he was not legally entitled or that his acts violated Section 719 of the New York Business Corporation Law.

NINTH: The holders of any of the corporation's equity shares shall be entitled to preemptive rights in accordance with the provisions of BCL section 622.

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

DAVID MUSON (signature)

DAVID MUSON, INCORPORATOR
300 WEST 55TH STREET
SUITE 10A
NEW YORK, NY 10019

Filed by:
J & S ASSOCIATES

FILED WITH THE NYS DEPARTMENT OF STATE ON: 05/01/2014
FILE NUMBER: 140501010213; DOS ID: 4570707



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



040105

Articles of Incorporation

(PURSUANT TO NRS CHAPTER 78)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number	20150002959-53
	Filing Date and Time	01/06/2015 7:16 AM
	Entity Number	E0004102015-7

USE BLACK INK ONLY - DO NOT HIGHLIGHT

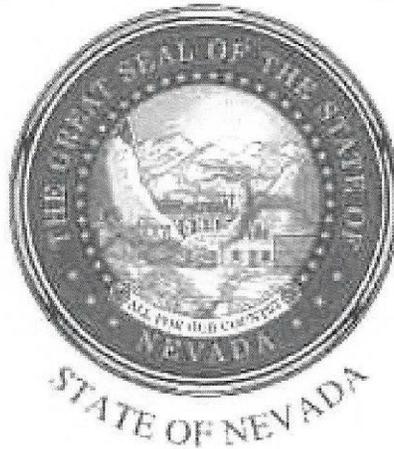
ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	BERLAND INVESTMENTS, INCORPORATED		
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: CSC SERVICES OF NEVADA, INC. Name		
	<input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below)		
	Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity		
	Street Address	City	Nevada Zip Code
	Mailing Address (if different from street address)	City	Nevada Zip Code
3. Authorized Stock: (number of shares corporation is authorized to issue)	Number of shares with par value: _____	Par value per share: \$ _____	Number of shares without par value: 1000
4. Names and Addresses of the Board of Directors/Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)	1) TERRANCE P BERLAND Name		
	Street Address		
	City		
	State Zip Code		
2) _____ Name			
Street Address			
City			
State Zip Code			
5. Purpose: (optional; required only if Benefit Corporation status selected)	The purpose of the corporation shall be:		6. Benefit Corporation: (see instructions) <input type="checkbox"/> Yes
7. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.		
	TERRANCE P. BERLAND Name	<input checked="" type="checkbox"/> TERRANCE P. BERLAND Incorporator Signature	
	Address		
	City		
State			Zip Code
8. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity.		
	<input checked="" type="checkbox"/> CSC SERVICES OF NEVADA, INC. Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity	1/6/2015 Date	

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 78 Articles
 Revised: 1-5-15

SECRETARY OF STATE



CORPORATE CHARTER

I, BARBARA K. CEGAVSKE, the duly elected and qualified Nevada Secretary of State, do hereby certify that **BERLAND INVESTMENTS, INCORPORATED**, did on January 6, 2015, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 6, 2015.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certified By: Electronic Filing
Certificate Number: C20150106-0240
You may verify this certificate
online at <http://www.nvsos.gov/>

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State

JEFFERY LANDERFELT
Deputy Secretary
for Commercial Recordings



Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

OFFICE OF THE
SECRETARY OF STATE

CSC SERVICES OF NEVADA, INC.
CSC SERVICES OF NEVADA, INC.
502 EAST JOHN STREET, RM E
CARSON CITY, NV 89706

Job: C20150106-0240
January 6, 2015

Special Handling Instructions:

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Articles of Incorporation	20150002959-53	1/6/2015 7:16:09 AM	1	\$75.00	\$75.00
Total					\$75.00

Payments

Type	Description	Amount
Credit	089228 15010655172793	\$75.00
Total		\$75.00

Credit Balance: \$0.00

Job Contents:

File Stamped Copy(s): 1
Corp Charter(s): 1
ILO-ALO Profit(s): 1

CSC SERVICES OF NEVADA, INC.
CSC SERVICES OF NEVADA, INC.
502 EAST JOHN STREET, RM E
CARSON CITY, NV 89706

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "GREEN MEDICINAL PARTNERS, LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MAY, A.D. 2015, AT 1:03 O'CLOCK P.M.

5755330 8100

150881193



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2438263
DATE: 06-04-15

Fiorello 1A.00192

CERTIFICATE OF FORMATION
OF
GREEN MEDICINAL PARTNERS, LLC

May 27, 2015

The undersigned, an authorized natural person, for the purpose of forming GREEN MEDICINAL PARTNERS, LLC, a limited liability company, under the provisions and subject to the requirements of the Limited Liability Company Act of the State of Delaware, hereby certifies that:

1. The name of the limited liability company is Green Medicinal Partners, LLC (the "Company").
2. The address of the Company's registered office in the State of Delaware is 160 Greentree Drive, Suite 101, in the City of Dover, 19904, County of Kent. The registered agent at this address is National Registered Agents, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Jerome A. Fink
Jerome A. Fink, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:05 PM 05/28/2015
FILED 01:03 PM 05/28/2015
SRV 150803248 - 5755330 FILE

EXHIBIT 2
FIORIELLO PHARMACEUTICALS OFFERING DOCUMENT

CONFIDENTIAL INFORMATION MEMORANDUM



Fiorello Pharmaceuticals, Inc.

(A New York Corporation)

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

May 2015



FIORIELLO PHARMACEUTICALS, INC.
CONFIDENTIAL INFORMATION MEMORANDUM
Redacted pursuant to N.Y. Public Officers Law, Art. 6



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



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



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



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I. EXECUTIVE SUMMARY

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



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



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



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



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



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



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



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



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[space intentionally left blank]



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



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



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



II. THE INDUSTRY ENVIRONMENT

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



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



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



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III. FEDERAL AND STATE REGULATION OF MEDICAL CANNABIS

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



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



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



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



IV. COMPANY STRATEGY AND EXECUTION

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



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



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



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





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



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



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





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



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



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



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



V. SUITABILITY

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



VI. RISK FACTORS

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



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



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



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



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



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or



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



VII. PRO FORMA FINANCIAL PROJECTIONS

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



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



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



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



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



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



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



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

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VIII. SUBSCRIPTION AND INVESTMENT PROCEDURES

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



Exhibit 3

Investor Documentation

FIORIELLO PHARMACEUTICALS, INC.

IN WITNESS WHEREOF, Investor and the Company have caused their duly authorized representatives to execute and deliver this Agreement as of the date set forth above.

FOR INDIVIDUAL INVESTORS:

SIGNATURE OF INVESTOR: _____

NAME OF INVESTOR

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

SIGNATURE OF CO-INVESTOR _____

NAME OF CO-INVESTOR (please print) _____

ADDRESS: _____

FAX: _____

EMAIL: _____

Social Security Number of Co-Investor _____

Date

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

Date

FOR ENTITY INVESTORS:

PRINT NAME OF ENTITY ABOVE _____

By: _____

Print Name: _____

Print Title: _____

ADDRESS: _____

FAX: _____

EMAIL: _____

Tax Identification Number of Investor _____

Date

Number of Shares Subscribed for into
Application Expense Tranche _____

Number of Shares Subscribed for into
Build-Out Tranche _____

Aggregate Purchase Price for Application Expense
Tranche Shares (\$24.00 per Share) _____

Aggregate Purchase Price for Build-Out
Tranche Shares (\$24.00 per Share) _____

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

FIORIELLO PHARMACEUTICALS, INC.

IN WITNESS WHEREOF, Investor and the Company have caused their duly authorized representatives to execute and deliver this Agreement as of the date set forth above.

FOR INDIVIDUAL INVESTORS:

_____ SIGNATURE OF INVESTOR	_____ SIGNATURE OF CO-INVESTOR
_____ NAME OF INVESTOR (please print)	_____ NAME OF CO-INVESTOR (please print)
ADDRESS: _____ _____ _____	ADDRESS: _____ _____ _____
FAX: _____	FAX: _____
EMAIL: _____	EMAIL: _____
_____ Social Security Number of Investor	_____ Social Security Number of Co-Investor
_____ Date	_____ Date
_____ Number of Shares Subscribed for into Application Expense Tranche	_____ Aggregate Purchase Price for Application Expense Tranche Shares (\$24.00 per Share)
_____ Number of Shares Subscribed for into Build-Out Tranche	_____ Aggregate Purchase Price for Build-Out Tranche Shares (\$24.00 per Share)

FOR ENTITY INVESTORS: *Green Medicinal Partners, LLC*

PRINT NAME OF ENTITY ABOVE

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

By: *[Signature]*
Print Name: *Jerome Fink*
Print Title: *Manager*

ADDRESS: 

FAX: *714 908 1528*

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

Date *6/2/15*

167550

Search Transactions

Date Range *

Transaction Type *

Amount or Range

Transaction Number or Range

* Indicates required field

[Change export format](#)

Transactions

Show

Date ▾	Description ◊	Debit ◊	Credit ◊	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
06/03/2015	Incoming Wire [REDACTED] JEROME A FINK	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	CHECK 1000	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	CHE	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Additional items prior to 05/13/2015 may be available in the transaction archive.

Fiorello Pharmaceuticals, Inc.
205 East 42nd Street, 15th Floor
New York, New York 10017

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

FAIRMONT CAPITAL LLC

600 60th Street.
Brooklyn, NY 11204
(212) 710-4018

June 3, 2015

Itzhak Katan
[REDACTED]

We are pleased to inform you that subject to our final due diligence, we will make available to you the sum of [REDACTED] (the "Loan") which shall be secured by a [REDACTED]
[REDACTED]
[REDACTED]

Borrower: Cross State Development LLC, sole owner of the properties

Guarantors: Itzhak Katan

Loan Amount [REDACTED]

Other Financing: There can be no other superior liens, mortgages or judgments prior to this mortgage. There shall be no mechanics liens or notices of intention filed.

Interest Rate: TBD% per annum

Term: 12 months from date of closing.

Origination Fee: 2.5 points () payable to Lender; at or before the closing.

Monthly Payment: Interest only, by postdated checks to be delivered at the closing, drawn on only the borrower's account or the guarantor's personal account.

Prepayment Penalty: No prepayment penalty.

Closing costs: At closing, all attorney fees, taxes, mortgage insurance costs, filing and recording fees, and all expenses incurred by the lender in connection with this loan shall be paid by the Borrower.

Rollover: Unless the loan is paid in full on or before its due date or the borrower receives a demand from the lender requiring payment at the end of the term, the loan shall automatically be renewed for additional terms of 6 months each and the borrower shall be required to pay a rollover fee of 1.5% for each such renewal

The mortgage shall provide that title to the property shall not be transferred, nor shall any stock of the Borrower be transferred to any party without Lender's written consent.

Lender shall order an appraisal prior to closing which loan amount cannot exceed 65% LTV. Lender shall order a title search on subject property. Borrower shall provide Lender with the current survey certified to Lender and approved by Title Company and Lender's attorney, and such other document as required by Lender's attorney. Borrower's title to the property is to be marketable and unencumbered at the time of closing.

If these terms are acceptable please countersign this document and I will move forward with our review.

ACKNOWLEDGED & AGREED

By: 
Barry Katz

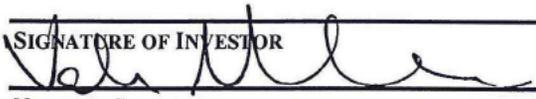
By: 
Itzhak Katan

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

FIORIELLO PHARMACEUTICALS, INC.

IN WITNESS WHEREOF, Investor and the Company have caused their duly authorized representatives to execute and deliver this Agreement as of the date set forth above.

FOR INDIVIDUAL INVESTORS:

SIGNATURE OF INVESTOR


NAME OF INVESTOR (please print)
VALERY MENDELEEV
Redacted pursuant to N.Y. Public
Officers Law, Art. 6

SIGNATURE OF CO-INVESTOR

NAME OF CO-INVESTOR (please print)

ADDRESS: _____

FAX: _____

EMAIL: _____

Social Security Number of Co-Investor

Date

Aggregate Purchase Price for
Subscribed Shares (\$24.00 per Share)

Aggregate Purchase Price
For Application Expense
Redacted pursuant to N.Y. Public Officers
Law, Art. 6

FOR ENTITY INVESTORS:

PRINT NAME OF ENTITY ABOVE

By: _____

Print Name: _____

Print Title: _____

ADDRESS: _____

FAX: _____

EMAIL: _____

Tax Identification Number of Investor

Date

Number of Shares Subscribed for

Aggregate Purchase Price for
Subscribed Shares (\$24.00 per Share)

Search Transactions

Date Range *

Transaction Type *

Amount or Range

Transaction Number or Range

* Indicates required field

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Transactions

Show

Date	Description	Debit	Credit	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
06/01/2015	Incoming Wire [REDACTED] MENDELEEV VALERY		[REDACTED]	[REDACTED]
[REDACTED]	CHECK 1000 [REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]

Additional items prior to 05/13/2015 may be available in the transaction archive.

FIORIELLO PHARMACEUTICALS, INC.

IN WITNESS WHEREOF, Investor and the Company have caused their duly authorized representatives to execute and deliver this Agreement as of the date set forth above.

FOR INDIVIDUAL INVESTORS:

SIGNATURE OF INVESTOR

SIGNATURE OF CO-INVESTOR

NAME OF INVESTOR (please print)

NAME OF CO-INVESTOR (please print)

ADDRESS: _____

ADDRESS: _____

FAX: _____

FAX: _____

EMAIL: _____

EMAIL: _____

Social Security Number of Investor

Social Security Number of Co-Investor

Date

Date

Number of Shares Subscribed for into Application Expense Tranche

Aggregate Purchase Price for Application Expense Tranche Shares (\$24.00 per Share)

Number of Shares Subscribed for into Build-Out Tranche

Aggregate Purchase Price for Build-Out Tranche Shares (\$24.00 per Share)

FOR ENTITY INVESTORS:

NY5 Pharmaceuticals Investor LLC

PRINT NAME OF ENTITY ABOVE

By: Jonathan Canasick
Print Name: Jonathan Canasick

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

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

Tranche Shares (\$24.00 per Share)

5/29/15
Date

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

FIORIELLO PHARMACEUTICALS, INC.

IN WITNESS WHEREOF, Investor and the Company have caused their duly authorized representatives to execute and deliver this Agreement as of the date set forth above.

FOR INDIVIDUAL INVESTORS:

SIGNATURE OF INVESTOR

[Handwritten Signature]
Eric Sivota

SIGNATURE OF CO-INVESTOR

NAME OF CO-INVESTOR (please print)

ADDRESS: _____

FAX: _____

EMAIL: _____

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

SOCIAL SECURITY NUMBER OF INVESTOR

6/1/19

Date

Social Security Number of Co-Investor

Date

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

Number of Shares Subscribed for into Application Expense Tranche

Aggregate Purchase Price for Application Expense Tranche Shares (\$24.00 per Share)

Number of Shares Subscribed for into Build-Out Tranche

Aggregate Purchase Price for Build-Out Tranche Shares (\$24.00 per Share)

FOR ENTITY INVESTORS:

PRINT NAME OF ENTITY ABOVE

By: _____

Print Name: _____

Print Title: _____

ADDRESS: _____

FAX: _____

EMAIL: _____

Tax Identification Number of Investor

Date

Number of Shares Subscribed for into Application Expense Tranche

Number of Shares Subscribed for into Build-Out Tranche

Aggregate Purchase Price for Application Expense Tranche Shares (\$24.00 per Share)

Aggregate Purchase Price for Build-Out Tranche Shares (\$24.00 per Share)

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

FIORIELLO PHARMACEUTICALS, INC.

IN WITNESS WHEREOF, Investor and the Company have caused their duly authorized representatives to execute and deliver this Agreement as of the date set forth above.

FOR INDIVIDUAL INVESTORS:

_____ SIGNATURE OF INVESTOR	_____ SIGNATURE OF CO-INVESTOR
_____ NAME OF INVESTOR (please print)	_____ NAME OF CO-INVESTOR (please print)
ADDRESS: _____ _____ _____	ADDRESS: _____ _____ _____
FAX: _____	FAX: _____
EMAIL: _____	EMAIL: _____
_____ Social Security Number of Investor	_____ Social Security Number of Co-Investor
_____ Date	_____ Date
_____ Number of Shares Subscribed for into Application Expense Tranche	_____ Aggregate Purchase Price for Application Expense Tranche Shares (\$24.00 per Share)
_____ Number of Shares Subscribed for into Build-Out Tranche	_____ Aggregate Purchase Price for Build-Out Tranche Shares (\$24.00 per Share)

FOR ENTITY INVESTORS: SONIC HEALTH CORPORATION

_____ PRINT NAME OF ENTITY ABOVE	_____ Number of Shares Subscribed	Redacted pursuant to N.Y. Public Officers Law, Art. 6
XXXXXXXXXX <i>D. [Signature]</i>	_____ Application Expense Tranche	
Redacted pursuant to N.Y. Public Officers Law, Art. 6	_____ Number of Shares Subscribed Build-Out Tranche	
	_____ Aggregate Purchase Price for Tranche Shares (\$24.00 per Sh	
	_____ Aggregate Purchase Price for Tranche Shares (\$24.00 per Sh	

MAY 30, 2015

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

FIORELLO PHARMACEUTICALS, INC.

IN WITNESS WHEREOF, Investor and the Company have caused their duly authorized representatives to execute and deliver this Agreement as of the date set forth above.

FOR INDIVIDUAL INVESTORS:

SIGNATURE OF INVESTOR

Johna Belina

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

SIGNATURE OF CO-INVESTOR

NAME OF CO-INVESTOR (please print)

ADDRESS: _____

FAX: _____

EMAIL: _____

Social Security Number of Co-Investor

Date

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

Number of Shares Subscribed for into
Application Expense Tranche

Aggreg Tranch ie

Number of Shares Subscribed for into
Build-Out Tranche

Aggreg Tranch

FOR ENTITY INVESTORS:

PRINT NAME OF ENTITY ABOVE

By: _____

Print Name: _____

Print Title: _____

ADDRESS: _____

FAX: _____

EMAIL: _____

Number of Shares Subscribed for into
Application Expense Tranche

Number of Shares Subscribed for into
Build-Out Tranche

Aggregate Purchase Price for Application Expense
Tranche Shares (\$24.00 per Share)

Aggregate Purchase Price for Build-Out
Tranche Shares (\$24.00 per Share)

Tax Identification Number of Investor

Date

FIORIELLO PHARMACEUTICALS, INC.

IN WITNESS WHEREOF, Investor and the Company have caused their duly authorized representatives to execute and deliver this Agreement as of the date set forth above.

FOR INDIVIDUAL INVESTORS:

SIGNATURE OF INVESTOR

[Handwritten Signature]

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

SIGNATURE OF CO-INVESTOR

NAME OF CO-INVESTOR (please print)

ADDRESS: _____

FAX: _____

EMAIL: _____

Social Security Number of Co-Investor

Date

Date 5/20/15

Number of Shares Subscribed for

Aggregate Purchase Price for Subscribed Shares (\$24.00 per Share)

Aggregate Purchase Price For Application
Redacted pursuant to N.Y. Public Officers Law, Art. 6

FOR ENTITY INVESTORS:

PRINT NAME OF ENTITY ABOVE

By: _____

Print Name: _____

Print Title: _____

ADDRESS: _____

FAX: _____

EMAIL: _____

Tax Identification Number of Investor

Date

Number of Shares Subscribed for

Aggregate Purchase Price for Subscribed Shares (\$24.00 per Share)

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

FIORIELLO PHARMACEUTICALS, INC.

IN WITNESS WHEREOF, Investor and the Company have caused their duly authorized representatives to execute and deliver this Agreement as of the date set forth above.

FOR INDIVIDUAL INVESTORS:

Susan Yoss
SIGNATURE OF INVESTOR
SUSAN YOSS

SIGNATURE OF CO-INVESTOR

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

NAME OF CO-INVESTOR (please print)

ADDRESS:

FAX:

EMAIL:

Social Security Number of Co-Investor

Date 6/3/15

Date

Number of Shares Subscribed for into Application Expense Tranche

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

Number of Shares Subscribed for into Build-Out Tranche

Ag Tr:

FOR ENTITY INVESTORS:

PRINT NAME OF ENTITY ABOVE

Number of Shares Subscribed for into Application Expense Tranche

By:

Print Name:

Print Title:

Number of Shares Subscribed for into Build-Out Tranche

ADDRESS:

Aggregate Purchase Price for Application Expense Tranche Shares (\$24.00 per Share)

FAX:

EMAIL:

Aggregate Purchase Price for Build-Out Tranche Shares (\$24.00 per Share)

Tax Identification Number of Investor

Date

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

EXHIBIT 4
CASTLEOAK SECURITIES LETTER

May 29, 2015

To Whom It May Concern:

This letter is being provided to Fiorello Pharmaceuticals, Inc. ("Fiorello") for inclusion in "Section H" of their license application to the New York State Department of Health to become a Registered Organization under the State's Medical Marijuana Program.

It is my understanding that applicants are required to disclose their source of funds for those expenses related to building their business. I would therefore like to confirm that CastleOak Securities, L.P. ("CastleOak") has been retained by Fiorello for this purpose and is actively raising \$15 million for the company in connection with a Series A Preferred Stock offering.

CastleOak is a minority-owned boutique investment bank focused on the capital markets serving a broad array of corporate, governmental and institutional investor clients. Our firm was ranked number one among Minority and Women-Owned (MWOB) firms in lead-managed U.S. bond underwriting, agency lead-managed underwriting, investment grade corporate debt and ABS/MSB/CMBS, by Bloomberg and Thomson Reuters in 2014.

Our firm is proud of the governmental relationships we have developed in New York State. In 2014, CastleOak helped raise more than \$2 billion in connection with debt issuances for governmental agencies in New York State. These agencies included the Metropolitan Transit Authority, Port Authority of New York and New Jersey, NYS Environmental Facilities Corporation, and State of New York Mortgage Agency.

CastleOak selects its clients very carefully and we are delighted to be working with Fiorello. We support the company's mission to provide patients suffering from debilitating and life-threatening illnesses with access to high-quality medical marijuana in accordance with New York State law. We also are impressed with the skills and character of the Company's senior management team.

Please feel free to contact me if you would like any additional information.

Sincerely,



David R. Jones
Co-Founder, President & Chief Executive Officer

Exhibit 5
SEFCU Letter



Michael J. Castellana
President & CEO

June 3, 2015

SEFCU Headquarters, Kiernan Plaza, 575 Broadway, Albany, NY 12207

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

Mail: SEFCU @ Patroon Creek
Patroon Creek Corporate Center
700 Patroon Creek Blvd.
Albany, NY 12206-1067
Telephone: 518-464-5218
Web: www.sefcu.com

Re: Letter of Support for Fiorello Pharmaceuticals, Inc.

Dear Commissioner Zucker:

This letter is written to express SEFCU's support for Fiorello Pharmaceuticals' application to become a Registered Organization under the New York Compassionate Care Act.

SEFCU is a Federal Credit Union fully insured by the National Credit Union Administration (NCUA). SEFCU, established in 1934, has grown considerably. SEFCU originally served state employees in the Capital Region. Today, SEFCU is among the 50 largest credit unions in the U.S. with 300,000 members and more than 46 branches in the Capital Region, Binghamton, Syracuse, and Buffalo. SEFCU has members in every state in the country and in 13 countries. We are dedicated to providing our members the best products and services to meet their financial needs. Moreover, SEFCU is committed to making a difference in the communities we serve.

I was recently introduced to Fiorello Pharmaceuticals, a New York-based medical marijuana company affiliated with The Clinic of Colorado. Fiorello Pharmaceuticals is planning to submit an application with the Department of Health for a coveted license to become a Registered Organization. Further, we have done preliminary customer due diligence on both companies. While the medical marijuana industry and Fiorello Pharmaceuticals are relatively new, The Clinic is an established provider of medical marijuana to qualified patients, helping to empower them with the quality of life they deserve through both compassion and professionalism. Fiorello Pharmaceuticals is eager to bring similar expertise to New York State and has recently contacted SEFCU, an award winning financial institution, to form a banking relationship.

SEFCU is interested in partnering with trustworthy and innovative businesses that serve our members and the community. After additional successful due diligence, SEFCU will seek to establish a banking relationship with the company that facilitates the regulated medical products envisioned by the state's laws and regulations in strict compliance with applicable compliance standards. Thus, I believe Fiorello Pharmaceuticals may not only be a valuable partner for SEFCU, but for New York State as well.

Thank you.

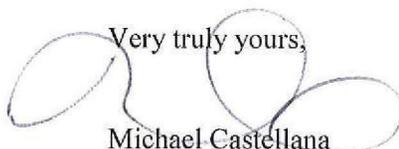
Very truly yours,

Michael Castellana
President and CEO

EXHIBIT 6
CULTIVATION AND DISPENSARY
BUDGETS

**FIORIELLO
CULTIVATION AND EXTRACTION FACILITY**

		PHASE 1	PHASE 2	PHASE 3	PHASE 4	TOTAL
100	GENERAL CONDITIONS					
0100-0150	GENERAL LABOR					
0100-0155	SUPERVISION AND MGMT.					
0100-0160	ENGINEERING AND TESTING					
0100-0180	FINAL CLEAN					
0100-0195	GC OVERHEAD					
0100-0196	PROFIT					
0100-0197	CONTINGENCY (INCLUDED IN SEPARATE CATEGORY)					
0100-0198	GENERAL CONDITIONS					
	SUBTOTAL					
200	SITEWORK					
0200-0220	LANDSCAPING ALLOWANCE					
0200-0288	UTILITY SERVICE ALLOWANCE					
	SUBTOTAL					
300	CONCRETE					
0300-0330	CONCRETE CUTTING AND COREING					
0300-0350	INTERIOR FLATWORK ALLOWANCE					
	SUBTOTAL					
400	MASONRY					
	SUBTOTAL					
500	METALS					
0500-0510	STRUCTURAL STEEL ALLOWANCE					
0500-0540	ARCHITECTURAL STEEL					
	SUBTOTAL					
600	CARPENTRY					
0600-0611	FRAMING MATERIALS					
0600-0614	LIGHT STRUCTURE (UNISTRUT)					
0600-0630	INTERIOR TRIM MATERIAL					
	SUBTOTAL					
700	THERMAL AND MOISTURE					
0700-0721	FRP					
0700-0745	ROOFING (CURBS)					
0700-0770	BUILDING INSULATION					
	SUBTOTAL					
800	DOORS AND WINDOWS					
0800-0810	EXTERIOR DOORS					
0800-0812	INTERIOR DOORS					
	SUBTOTAL					
900	FINISHES					
0900-0910	DRYWALL					
0900-0911	DRYWALL - SECURITY					
0900-0951	EPOXY FLOORING					
0900-0955	CARPET					
0900-0970	EXTERIOR PAINT					
0900-0975	INTERIOR PAINT					
	SUBTOTAL					
1000	SPECIALTIES					
1000-1010	INTERIOR HARDWARE PACKAGE					
1000-1030	SPRINKLER SYSTEM					
	SUBTOTAL					
1100	EQUIPMENT					
1100-1110	LIGHTING					
1100-1120	BENCHING					
1100-1130	CO ₂ SYSTEM ALLOWANCE					
1100-1131	CO ₂ TANKS					
1100-1140	IRRIGATION SYSTEM ALLOWANCE					
1100-1142	STORAGE TANKS					
1100-1144	IRRIGATION PIPING					
1100-1152	DEHUMIDIFIERS					
1100-1153	FANS					
1100-1172	DANISH CART					
	SUBTOTAL					
1200	FURNISHINGS					
1200-1210	CABINETS/ SHELVING					
1200-1220	COUNTERTOPS					
1200-1222	STAINLESS STEEL TABLES					
	SUBTOTAL					
1300	OFFICE SUPPLIES					
1300-1310	COMPUTERS					
1300-1320	SCALE					
	SUBTOTAL					
1400	LAB EQUIPMENT					
1400-1409	TRANSPORT SAFE (W/INSTALL)					
1400-1410	EXTRACTION MACHINES 1					
1400-1411	EXTRACTION MACHINES 2					
1400-1420	VAC OVEN ACCESSORIES					
1400-1421	VAC OVENS					
1400-1430	FREEZERS/ REFRIGERATORS					
1400-1440	LAB HOOD 8'					
1400-1450	LAB HOOD 10'					
1400-1451	LAB EQUIPMENT					
1400-1460	HOT PLATES					
1400-1461	HOT PLATE STIRRERS					
1400-1470	GAS MONITORING SYSTEM					
1400-1471	GAS MONITORING CONTROLLER					

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

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

1400-1472	OXYGEN SENSOR
1400-1480	INSTALLATION
1400-1490	CONTINGENCY (MEP)
	SUBTOTAL
1500	MECHANICAL
1500-1520	PLUMBING
1500-1530	HVAC (HEATING/ COOLING/ DUCTING)
	SUBTOTAL
1600	ELECTRICAL
1600-1610	ELECTRICAL
1600-1612	LOW VOLTAGE
1600-1613	ALARM SYSTEM/ SECURITY
1600-1614	FIRE ALARM SYSTEM
1600-1616	ELECTRICAL FIXTURES
	SUBTOTAL
2000	SITE AND GEN. COSTS
2000-2020	ARCHITECTURE
2000-2027	ENGINEERING ELECTRICAL
2000-2027	ENGINEERING MECHANICAL
2000-2027	ENGINEERING STRUCTURAL
	SUBTOTAL
2100	PROJECT CONTINGENCY
2100-2100	CONTINGENCY
	SUBTOTAL
	PROJECT SUBTOTAL
	Gross Square Feet Added
	Cost PGSF

**FIORIELLO
DISPENSARY BUDGET**

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

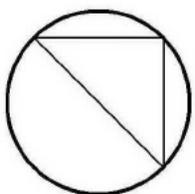
100	GENERAL CONDITIONS
0100-0145	VANDALISM
0100-0150	GENERAL LABOR
0100-0160	ENGINEERING AND TESTING
0100-0166	BLUEPRINTS
0100-0170	INSURANCE- ALLOWANCE
0100-0180	FINAL CLEAN
0100-0186	TRASH HAULING
0100-0190	SITE RELATED COSTS
0100-0195	GC OVERHEAD
0100-0196	PROFIT
0100-0197	CONTINGENCY
	SUBTOTAL
200	SITWORK
0200-0205	DEMOLITION
0200-0220	MONUMENT SIGN
	SUBTOTAL
300	CONCRETE
0300-0330	CONCRETE CUTTING AND COREING
	SUBTOTAL
600	CARPENTRY
0600-6011	FRAMING MATERIAL
0600-0615	FRAMING LABOR
0600-0630	INTERIOR TRIM MATERIAL
0600-0640	EXTERIOR TRIM/SIDING
	SUBTOTAL
700	THERMAL AND MOISTURE
0700-0770	BUILDING INSULATION
	SUBTOTAL
800	DOORS AND WINDOWS
0800-0810	EXTERIOR DOORS
0800-0820	BULLET RESISTANT WINDOW
	SUBTOTAL
900	FINISHES
0900-0910	DRYWALL
0900-0945	FLOORING
0900-0955	CARPET DEMO
0900-0956	CARPET KILLZ
0900-0960	CERAMIC TILE WALLS
0900-0961	CERAMIC TILE FLOORS ALLOWANCE
0900-0975	INTERIOR PAINT
	SUBTOTAL
1000	SPECIALTIES
1000-1010	INTERIOR HARDWARE PACKAGE
1000-1012	EXTERIOR HARDWARE PACKAGE
1000-1013	BATHROOM HARDWARE
1000-1015	MIRROR 2ND FLOOR
1000-1020	MAILBOX AND SIGNAGE

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

	SUBTOTAL
1100	EQUIPMENT
1100-1110	A/V EQUIPMENT
1100-1111	A/V EQUIPMENT INSTALL
1100-1112	REFRIGERATOR
1100-1120	POS EQUIPMENT
1100-1120	MJ FREEWAY (SETUP)
1100-1121	COMPUTER/ PRINTER
	SUBTOTAL
1200	FURNISHINGS
1200-1210	CABINETS
1200-1220	COUNTERTOPS
1200-1230	(1.O) BAR/COUNTER
1200-1230	(2.O) BAR/ COUNTER
1200-1230	DISPLAYS
1200-1231	LOBBY FURNITURE
1200-1232	ARTWORK
1200-1233	SAFE
	SUBTOTAL
1300	OFFICE SUPPLIES
1300-1310	DESKS
1300-1320	FILE CABINETS
1300-1330	SUPPLIES
1300-1340	COPY MACHINE
1300-1350	OFFICE CHAIRS
1300-1360	CONES/ BOTTLES/ STICKERS
1300-1361	DISPENSARY ITEMS
	SUBTOTAL
1500	MECHANICAL
1500-1510	AIR FILTRATION
1500-1531	HVAC FINAL
1500-1540	AIR CONDITIONING
	SUBTOTAL
1600	ELECTRICAL
1600-1605	ELECTRICAL DEMO
1600-1610	ELECTRICAL
1600-1612	LOW VOLTAGE
1600-1613	ALARM SYSTEM/ SECURITY
1600-1616	ELECTRICAL FIXTURES
	SUBTOTAL
2000	SOFT COSTS
2000-2020	ARCHITECTURE
2000-2025	SURVEY
2000-2027	ENGINEERING
2000-2085	INTERIOR DESIGN
2000-2001	PERMITS ALLOWANCE
2000-2002	RIGHT OF WAY PERMITS
2000-2003	WATER TAP FEE
2000-2004	SEWER TAP FEE
	SUBTOTAL
	PROJECT SUBTOTAL
	TI/SF (2,500 SF)

EXHIBIT 7
PHASING DIAGRAM

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



PHASING PLAN



FIORELLO

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

VOLUME 1B



FIORELLO

PHARMACEUTICALS

Application for
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to the New York State
Department of Health

June 5, 2015

Attachment A



FIGRELLQ

PHARMACEUTICALS

Application for
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Department of Health

June 5, 2015

Attachment B

Equipment



FIORELLO

PHARMACEUTICALS

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Department of Health

June 5, 2015

Attachment C

Leases

Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

■ Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED] at [REDACTED].

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

■ Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a leading [REDACTED] and [REDACTED] of [REDACTED] a health care organization providing [REDACTED] and [REDACTED] services to the [REDACTED]. [REDACTED] employs nearly 300 professionals including physicians, nurse practitioners, physician assistants, psychologists, and social workers to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] of [REDACTED] at the [REDACTED] of [REDACTED] and was the [REDACTED] at [REDACTED].

■ Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with extensive experience in investing, financing, planning and business development for public and private companies, family offices and hedge funds. She held a number of [REDACTED] and [REDACTED] positions at [REDACTED] a [REDACTED] and [REDACTED]. After more than a decade at [REDACTED] Susan became the [REDACTED] for [REDACTED] a [REDACTED] dollar [REDACTED]. Most recently, Susan served as [REDACTED] and [REDACTED] for [REDACTED] a [REDACTED].

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

■ Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] [REDACTED] where she [REDACTED] is on [REDACTED] and all aspects of [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED] concentrated on [REDACTED] and [REDACTED], as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

■ Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the leadership of all attorneys supporting commercial products. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED] was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] of [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

■ Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in global and US markets. At [REDACTED] he [REDACTED] the [REDACTED] for [REDACTED] of the [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED] organization. After [REDACTED] Mr. Sirota was appointed [REDACTED] of the [REDACTED] at [REDACTED] where he led a [REDACTED] a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] for [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to [redacted] to become [redacted] at [redacted] and [redacted] his own [redacted]. He [redacted] coordinates [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] study examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted] most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] positions at [redacted] in [redacted]. Mr. Sullivan and his orga [redacted] researched, developed, launched and managed a number of [redacted] and services that were sold around the world to protect the [redacted] of [redacted] as well as [redacted] and [redacted]. Most recently, Mr. Sullivan managed an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over [redacted] years of experience [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost [redacted] in [redacted] and [redacted] and [redacted] having designed, implemented and managed programs for the [redacted] of [redacted] [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted] [redacted] [redacted] a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] [redacted] of [redacted] [redacted] one of the largest marijuana cultivators in the United States. In addition to [redacted] and [redacted] all [redacted] staff, he [redacted] the [redacted] and [redacted] [redacted] for [redacted] of [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also actively involved with [redacted] [redacted]. In [redacted] 2015, he went to [redacted] to [redacted] with [redacted] that have been [redacted] and [redacted] [redacted] for over [redacted] years. Over the past [redacted] months, Mr. Malman has also been [redacted] with [redacted] [redacted] working with the [redacted] of [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in [redacted] and [redacted] [redacted] and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted] [redacted] in [redacted] since [redacted] where she [redacted] a [redacted] of up to [redacted]. Her responsibilities included [redacted] [redacted] and [redacted] through [redacted] [redacted] and [redacted]. Ms. Keyser was also the [redacted] at [redacted] which included [redacted] and [redacted] a [redacted] [redacted] and [redacted] and [redacted].

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted] at [redacted] for [redacted]. He is a [redacted] at the [redacted] of [redacted] of [redacted] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for [redacted] includes collaborations with [redacted] for [redacted] and [redacted] of [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[redacted]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[redacted]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted] and [redacted] in a research and development, regulatory, and strategic capacity. Currently, as he [redacted] of [redacted] she [redacted] with [redacted] and [redacted].

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted] of [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a [REDACTED]. Mr. Catalano is currently [REDACTED] of [REDACTED] which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED] for the [REDACTED] of [REDACTED] and [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over 20 years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] of [REDACTED] New [REDACTED] a [REDACTED]-based company and [REDACTED]. Ms. Grossman was [REDACTED] for [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] of [REDACTED] at [REDACTED] a [REDACTED] of [REDACTED] at [REDACTED] and [REDACTED] at [REDACTED]. Prior to joining the financial services industry he [REDACTED] for the [REDACTED] and [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Attachment A: Identification of real property, buildings and facilities

The following list is provided pursuant to PHL § 3365 and (10 NYCRR § 1004.5(b)(2)) and identifies all real property, buildings and facilities that will be used by Fiorello Pharmaceuticals, Inc. for its manufacturing and dispensing activities.

Leases conditioned on the medical marijuana license have been executed for each of the following five properties.

Fiorello Pharmaceuticals staff members have been in touch with local officials, in each of the following jurisdictions. Correspondence with law enforcement and letters confirming compliance with zoning guidelines can be found in Attachment M.

Architectural drawings for the following locations are contained in Appendix B; security plans are contained in Attachment H.

I. Cultivation Facility – Schenectady County, NY

Address: Building 201, A Street, Glenville Business and Technology Park,
Town of Glenville, Village of Scotia, NY 12302

Description: Glenville Business & Technology Park is located in the Town of Glenville, Schenectady County, New York. Situated on 152 acres, the Park consists of 11 warehouse buildings totaling 1.25 million square feet of quality warehouse and manufacturing space.

The Glenville Business & Technology Park offers exceptional highway access; it is strategically located less than 1 1/2 miles from Exit 26 from the NYS Thruway.



Building 201

Building 201 offers 120,000 square feet of manufacturing/warehouse space. Located in the Research, Development and Technology district, this space is equipped with two, 10-ton cranes and includes high ceiling heights (18' clear low bay, 30' clear high bay), 6 dock doors, and 5 drive-in doors.

II. Dispensary – Nassau, County NY

Address: 917 Northern Blvd., Great Neck, NY 11021

Description: This conveniently located, stand alone building located in a high population area and in the midst of numerous medical office buildings. It has plenty of parking, 2 full floors of space, with front and rear entrances and exits.



III. Dispensary – Monroe County, NY

Address: Administration Building, 900 Jefferson Road, Rochester, NY 14623

Description: Second floor of the Administration Building at the Genesee Regional Market. Built in 2008, the site provides ample parking and excellent access and visibility via Jefferson Road.

Located on Jefferson Road at the main entrance to the Regional Market between E. Henrietta Rd and Clay Rd in the Town of Henrietta.



IV. Dispensary – Onondaga County, NY

Address: 724 Orwood Place, Town of Salina, Syracuse, NY 13206

Description: 724 Orwood Place in Syracuse now is essentially an empty, cinderblock shell. This location can be built to suit and offers our patients ample parking and room for comfortable and safe surroundings. The location is near major highways and neighborhood services such as food and gas. New business activity will undoubtedly be welcome in this community.



V. Dispensary – Westchester County, NY

Address: 35 East Grassy Sprain Road, Suite 507, Yonkers, NY 10710

Description: 35 East Grassy Sprain Road is a multi tenant, modern and centrally located office with ample patient parking. Tenants include professionals in the medical field.

This dispensary location is conveniently close to banks, hospitals, dining and shopping; mere minutes from parkways and the NYS Thruway. St. John's Riverside Hospital and Lawrence Hospital are easily accessible. The space Fiorello will occupy is the former Hudson Valley bank branch equipped with built in security features.



Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

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with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

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Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

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CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED] at [REDACTED].

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

■ Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a leading [REDACTED] and [REDACTED] of [REDACTED], a health care organization providing [REDACTED] and [REDACTED] services to the [REDACTED]. [REDACTED] employs nearly 300 professionals including physicians, nurse practitioners, physician assistants, psychologists, and social workers to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] of [REDACTED] at the [REDACTED] of [REDACTED] and was the [REDACTED] at [REDACTED] of [REDACTED].

■ Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with extensive experience in investing, financing, planning and business development for public and private companies, family offices and hedge funds. She held a number of [REDACTED] and [REDACTED] positions at [REDACTED], a [REDACTED] and [REDACTED]. After more than a decade at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED] dollar family [REDACTED]. Most recently, Susan served as [REDACTED] and [REDACTED] for [REDACTED] a [REDACTED].

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

■ Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the firm of [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of law [REDACTED], [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her practice [REDACTED] concentrated on [REDACTED], as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

■ Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the leadership of all attorneys supporting commercial products. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the post [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] of [REDACTED] & [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYY School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

■ Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in global and US markets. At [REDACTED] he [REDACTED] the [REDACTED] for [REDACTED] of the [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED] organization. After [REDACTED] Mr. Sirota was appointed [REDACTED] of the [REDACTED] at [REDACTED] where he led a [REDACTED] a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] for [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to become [redacted] at [redacted]. He [redacted] and [redacted] his own [redacted]. He [redacted] coordinates [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] study examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted] most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] positions at [redacted] in New York and New Jersey. Mr. Sullivan and his [redacted] and [redacted] a number of [redacted] and [redacted] services that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan managed an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced [redacted] with over 30 years of experience [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost [redacted] in [redacted] and [redacted] and [redacted] having designed, implemented and managed programs for the [redacted] of [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted], a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the largest marijuana cultivators in the United States. In addition to [redacted] and [redacted] all [redacted] staff, he [redacted] the [redacted] and [redacted] [redacted] for three [redacted] of [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also actively involved with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been [redacted] and [redacted] [redacted] for over [redacted] years. Over the past [redacted] months, Mr. Malman has also been [redacted] with [redacted] working with the [redacted] of [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted] in [redacted], where she [redacted] a [redacted] of up [redacted]. Her responsibilities included [redacted], [redacted] and [redacted]. Ms. Keyser was also the [redacted] and [redacted], which included [redacted] and [redacted] a [redacted] and [redacted].

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [REDACTED] and was an [REDACTED] at [REDACTED] for [REDACTED]. He is a [REDACTED] at the [REDACTED] of [REDACTED] of [REDACTED] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for [REDACTED] includes collaborations with [REDACTED] of [REDACTED] and [REDACTED] of [REDACTED]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [REDACTED], and [REDACTED] in a research and development, regulatory, and strategic capacity. Currently, as he [REDACTED] of [REDACTED], she [REDACTED] with [REDACTED], and [REDACTED]. Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [REDACTED] of [REDACTED]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [REDACTED] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED] of [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED] for the [REDACTED], [REDACTED] of [REDACTED], and [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over 20 years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] a [REDACTED]-based company and [REDACTED]. Ms. Grossman was [REDACTED] for [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] of [REDACTED] at [REDACTED] a [REDACTED] of [REDACTED] at [REDACTED], and [REDACTED] at [REDACTED]. Prior to joining the financial services industry he [REDACTED] for the [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Attachment B – Equipment List

10004.5 § (b) (3)

This section identifies the specific list of equipment that Fiorello Pharmaceuticals anticipates will be required to manage the medical marijuana, seed-to-sale process. The categories contained in this list are:

- Manufacturing
 - Cultivation
 - Marijuana Infused Pharmaceutical Products
 - Lab Testing
 - Packaging
- Logistics (Shipping)
- Dispensaries
- Security and Security Command Center
- Information Technology

Attachment B

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

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Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

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General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the leadership of all [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED], and [REDACTED] among many others. After Pfizer, Judi joined the [REDACTED] & [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

■ Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in global and US markets. At [REDACTED] he [REDACTED] the [REDACTED] for [REDACTED] of the [REDACTED] [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED] organization. After [REDACTED] Mr. Sirota was appointed [REDACTED] of the [REDACTED] at [REDACTED] where he [REDACTED] a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] for [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to [redacted] to [redacted] at [redacted]. He [redacted] and [redacted] his own [redacted]. He [redacted] coordinates [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] study examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] positions at [redacted] New York and New Jersey. Mr. Sullivan and his organization researched, developed, launched and managed a number of [redacted] and services that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan managed an [redacted] sold through [redacted]'s product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced [redacted] with over 30 years of experience [redacted] and [redacted] risk and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost [redacted] in [redacted] and [redacted] and [redacted] having designed, [redacted] and [redacted] for the [redacted] of [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted], a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the largest marijuana cultivators in the United States. In addition to [redacted] and [redacted] all [redacted] staff, he [redacted] the [redacted] and [redacted] for [redacted] of [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also actively involved with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been [redacted] and [redacted] for over [redacted] years. Over the past [redacted] months, Mr. Malman has also been [redacted] with [redacted] working with the [redacted] of [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted] in [redacted] since [redacted] where she [redacted] a [redacted] of up to [redacted]. Her responsibilities included [redacted], [redacted], [redacted]. Ms. Keyser was also the [redacted] and [redacted], which included [redacted] and [redacted] a [redacted] and [redacted].

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted] at [redacted] for [redacted]. He is a [redacted] at the [redacted] of [redacted] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted] for [redacted] of [redacted] and [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[redacted]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[redacted]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted], and [redacted] in a research and development, regulatory, and strategic capacity. Currently, as he [redacted] of [redacted], she [redacted] with [redacted].

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

[redacted]

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted] of [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED], including the [REDACTED] for the [REDACTED], [REDACTED] of [REDACTED] and [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over 20 years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] a [REDACTED]-based company and [REDACTED]. Ms. Grossman was [REDACTED] for [REDACTED] of the [REDACTED]. She previously served as [REDACTED] at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] of [REDACTED] at [REDACTED], a [REDACTED] of [REDACTED] at [REDACTED], and [REDACTED] at [REDACTED]. Prior to joining the financial services industry he [REDACTED] for the [REDACTED], [REDACTED] and [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

LEASE AGREEMENT

for

**BUILDING 201
GLENVILLE BUSINESS AND TECHNOLOGY PARK
SCOTIA, NEW YORK 12302**

between

SCOTIA INDUSTRIAL PARK, INC.

and

**FIORIELLO PHARMACEUTICALS, INC.
205 East 42nd Street, 15th Floor
New York, NY 10017**

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the ^{3rd June} day of ~~May~~ 2015, between SCOTIA INDUSTRIAL PARK, INC., a New York corporation, having an office at 695 Rotterdam Industrial Park, Schenectady, New York 12306, hereinafter referred to as the "Lessor" and FIORELLO PHARMACEUTICALS, INC. a New York corporation which has a business office at 205 East 42nd Street, 15th Floor, New York, NY 10017, hereinafter referred to as the "Lessee".

WITNESSETH that the Lessor hereby leases to the Lessee and the Lessee hereby hires and takes from the Lessor those premises described as Building 201 A Street (the "Building") consisting of approximately 60,000 or 120,000 square feet (pursuant to Section 1A below) as shown on the floor plan attached hereto and made a part hereof, as Exhibit A and hereinafter referred to as the "Demised Premises"), located in the Glenville Business and Technology Park, Town of Glenville, Village of Scotia, County of Schenectady, State of New York (the "Industrial Park"), and made a part hereof, upon the terms and conditions hereinafter set forth, and the Lessee does hereby covenant with the Lessor as follows:

1. **TERM/CONTINGENCY:** The term of this Lease (the "Lease Term") shall be for a period of five (5) years, commencing on the date when the New York State Department of Health notifies Lessee that its application to operate a medical marijuana business has been approved without any condition requiring Lessee to conduct its cultivation and manufacturing operations at a location other than the Demised Premises (the "Commencement Date") and ending on the last day of the calendar month following the fifth anniversary of the Commencement Date. Lessee shall pay to Lessor contemporaneously with the execution of this Lease by the Lessee, an initial option payment of \$ [REDACTED] then subsequent monthly options payments, each in the amount of \$ [REDACTED] commencing September 1, 2015. In the event the Commencement Date does not occur by December 31, 2015, either party may cancel this Lease by providing the other party with prior written notice. Additionally, in the event Lessee is not selected as one of the five registered organizations permitted by law to manufacture and dispense medical marijuana, Lessor may cancel this Lease immediately by sending written notice to Lessee.
- 1A. **DEMISED PREMISES:** Lessee acknowledges that the term "Demised Premises" as used in this Lease is approximately 60,000 square feet in the West portion of the Building at all times prior to September 1, 2015. On or after September 1, 2015, the term "Demised Premises" is approximately 120,000 square feet. Accordingly, if the Commencement Date occurs prior to September 1, 2015, this Lease's terms and conditions, including Rent, will reflect a Demised Premises of approximately 60,000 square feet and on September 1, 2015, the Demised Premises becomes 120,000 square feet without any further action by Lessor or Lessee. If the Commencement Date occurs on or after September 1, 2015, the Demised Premises is approximately 120,000 square feet at all times during the Lease Term or Renewal Term.
2. **RENEWAL TERM:** Provided (i) Lessee is not in default hereunder (ii) Lessee shall pay the Rent, Additional Rent, as and when due and punctually performs and observes the terms, covenants or provisions to be performed and observed by it in accordance with the terms of this Lease, the Lease will automatically renew for additional terms of five (5) years (each a "Renewal Term") up to a maximum of five (5) Renewal Terms unless Lessee notifies Lessor of its intent not to renew the Lease at least 180 days before the expiration of the initial Lease Term or any Renewal Term.
3. **RENTAL:** As rental for the Demised Premises (sometimes hereinafter referred to as "Base Rent" or "Rent"), the Lessee hereby agrees to pay the Lessor without deduction, setoff, prior notice or demand the sums as outlined in Exhibit B - Rental and Term Schedule, attached hereto and made a part hereof, in advance on the first day of each and every month commencing on the Commencement Date. In the event that the Commencement Date falls on a date after the first of a month, the Rent for the first month

will be prorated. Said Rent to be paid to the Lessor by wire transfer or good check mailed to Lessor at 695 Rotterdam Industrial Park, Schenectady, New York 12306, or at such other place or places as the Lessor may from time to time direct. Lessee shall pre-pay the first and last months' Rent on the Commencement Date. The Lessee shall pay a "late charge" of two (2%) percent per month from the due date of any installment of Rent or Additional Rent (as hereinafter defined) that is received by Lessor more than five (5) days after its due date. Nothing herein contained shall be deemed to limit any right or remedy which the Lessor may have under this Lease, at law or in equity.

4. **CONDITION OF PREMISES:** The Lessee covenants that the Lessee has examined the Demised Premises, knows the condition thereof and acknowledges that the same are accepted "as is" in good order and repair. Lessee shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all other applicable laws relating to occupational safety and health and rules and regulations promulgated thereunder, and the Lessee shall further comply with all laws, rules and regulations of the State of New York (the "State") and any department, agency, board, or political sub-division of the State pertaining to building construction or safety applicable to either the Lessee or the Lessor and shall hold the Lessor harmless therefrom. Nothing herein shall be construed as preventing the Lessor from taking such action as it shall deem necessary for the protection of its interests in respect to any order, decree, judgment or other act of any Federal or State department, agency or board.
5. **UTILITIES:** The Lessor or public utility shall provide and maintain the necessary mains, ducts and conduits in order to bring water and electricity service to the Demised Premises and to carry sewage therefrom. All means of distribution of such services within the Demised Premises shall be supplied and maintained by the Lessee at the Lessee's expense.
 - a. **ELECTRICAL:** In the event the Lessee requires additional capacity beyond what is presently available at the Demised Premises, any additional risers, feeders, meters, wiring or other equipment required thereby shall be installed by the Lessee or a qualified contractor at the Lessee's cost and expense, provided, however, that the same are reasonably necessary for Tenant's business and will not cause permanent damage or injury to the Demised Premises or cause or create a dangerous or hazardous condition or entail excessive alterations, repairs or expense or unreasonably or materially interfere with or disturb other lessees. For purposes of this paragraph a "qualified contractor" must secure necessary approvals and comply with utility and code requirements. Said "qualified contractor" shall furnish to the Lessor proof of liability insurance and workmen's compensation insurance. The utility provider has installed a meter in the Demised Premises to measure electrical usage. Lessee, throughout the duration of the Lessee's occupancy shall keep such meter and installation equipment in good working order and repair at its own expense. Electrical service shall be directly with the utility provider. Lessee shall request service in its own name on or before the Commencement Date and shall pay for such service directly to the utility provider. The cost for electricity used is to be the then current charge by the applicable utility service provider.
 - b. **WATER/SEWER:** Lessor has installed a water meter and thereby measures the Lessee's water consumption. The Lessee, throughout the duration of the Lessee's occupancy shall keep such meter and installation equipment in good working order and repair at its own expense. In the event of activation of the unmetered sprinkler system due to fire or acts of Lessee, Lessor shall render a bill for water consumption based on output per head times during the duration of sprinkler flow. The cost of water and sewer, whether metered or unmetered, is to be the then current charge by the municipality. Lessee is to make payment upon presentation of a bill by Lessor and the amount thereof shall be deemed Additional Rent hereunder. Availability of water is dependent upon the municipality and is beyond the Lessor's control.

- c. **FUEL OIL AND/OR NATURAL GAS AND/OR LP GAS:** Lessee shall request service in its own name on or before the Commencement Date and is to pay all costs of liquid or gas fuels directly to supplier.
- d. **SPRINKLERS:** Sprinklers and sprinkler systems, with the exception of the valve houses which shall be maintained by the Lessor, now existing in said Demised Premises shall be maintained and serviced by the Lessee in accordance with Lessor's requirements. If by reason of the acts or operations of the Lessee, the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the state or municipal government requires or recommends any change in such sprinklers or sprinkler system or if any change is necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by such exchange or by any fire insurance company, the Lessee shall at its own expense promptly make such change. Any changes whatsoever in the sprinkler system desired by the Lessee must be submitted to the Lessor for the review and approval of the Lessor's insurer.

The Lessor may interrupt or suspend the supply of any such service to the Demised Premises in order to make any necessary repair or alteration to any other Building or other part of the Industrial Park and there shall be no abatement in Rent and/or Additional Rent because of any such interruption or suspension provided that the Lessor shall give the Lessee at least 48-hours advance notice of its intent to disrupt utility service (except in the event of an emergency in which case Lessor shall give Lessee as much notice as possible), shall make such repair or alteration with reasonable diligence, and provided further that such repair or alteration shall not unreasonably interfere with the Lessee's business. Lessor acknowledges and understands that Lessee's business involves the cultivation of live plants and, therefore, that any interruption in electricity or water service could significantly interfere with Lessee's business. The Lessor may at any time during the Lease Term, assign, convey, transfer or set over to any municipality having jurisdiction or to any public utility corporation or private water corporation or sewage disposal corporation any or all of the Lessor's right, title and interest in and to such public utility facilities and thereupon require the Lessee to make payment for such services to such assignee, municipality, firm or corporation in accordance with such rates as such assignee may establish. Upon any such conveyance, assignment or transfer, there shall be no abatement of Rent and/or Additional Rent due and payable hereunder by reason of any interruption of such service resulting from the act or fault of such assignee.

6. **UTILITY DEREGULATION: [INTENTIONALLY DELETED]**

7. **ADDITIONAL RENT:** Additional Rent ("Additional Rent") shall mean Lessee's proportionate share of real estate taxes, insurance, Operating Costs as hereinafter defined, and all other sums (exclusive of Rent) payable by Lessee to Lessor. Lessee shall initially pay to Lessor as Additional Rent, \$[REDACTED] per square foot annual cost, paid monthly at the same time it pays Rent, for that proportion of any real property taxes and assessments levied or assessed against the premises of which the Demised Premises are a unit, either school tax or town tax, as the total net rental area within the Demised Premises bears to the total net rental area within the building or buildings or land area, including the Demised Premises, which are included in the unit so taxed or assessed. The \$[REDACTED] is an estimated amount expected due for the first year, or part thereof, and is subject to adjustments.

In computing the charges for taxes, as provided above, the Lessee's proportionate share, currently 12.1%, shall be deemed to be the ratio, adjusted from time to time as appropriate, of the total square footage of the floor area of the Demised Premises, presently 120,000 square feet to the total square footage of the floor area of the entire Industrial Park, which total square footage is presently 990,420 square feet. The obligation to pay these charges shall survive the termination of this Lease.

The Lessee shall also initially pay to the Lessor as Additional Rent, \$[REDACTED] per square foot annual cost, paid monthly at the same time it pays Rent, similarly computed, for premium

rate charges incurred by the Lessor with respect to insurance on the Demised Premises for general liability, fire and extended coverage. The \$[REDACTED] is an estimated amount expected due for the first year, or part thereof, and is subject to adjustments.

In computing the charges for insurance, as provided above, the Lessee's proportionate share, currently 12.1%, shall be deemed to be the ratio, adjusted from time to time as appropriate, of the total square footage of the floor area of the Demised Premises, presently 120,000 square feet to the total square footage of the floor area of the entire Industrial Park, which total square footage is presently 990,420 square feet. The obligation to pay these charges shall survive the termination of this Lease.

The charges described above in this Paragraph 7 are based on Demised Premises of 120,000 square feet. Lessee's obligation to pay Additional Rent shall be adjusted and prorated for any period when the Demised Premises consist of only 60,000 square feet.

8. **SERVICES - ADDITIONAL RENT:** The Lessee shall initially pay to the Lessor as Additional Rent \$[REDACTED] per square foot annual cost, paid monthly, for security and Operating Costs. The \$[REDACTED] is an estimated amount expected due for the first year, or part thereof, which is subject to adjustments detailed later in the Lease.

Security and Operating Costs: The charges for security and Operating Costs, as hereinbefore defined, shall include, but not be limited to, the costs of replacing, operating, managing, equipping, cleaning, lighting, repairing, snow removal (private roads only, does not include parking or dock areas), in accordance with the Snow Removal Policy attached hereto and made a part thereof as Exhibit "C", landscaping and gardening, striping, sign, rail track maintenance and repair, traffic and safety control (including personnel), security personnel, maintenance and costs of labor, insurance, materials and supplies, and the Lessor's administrative and overhead costs for said services. The Lessee shall pay its proportionate share, as hereinafter defined, of the total costs of security and Operating Costs in the manner hereinafter stated.

In computing the charges for security and Operating Costs, as provided above, the Lessee's proportionate share, currently 12.1%, shall be deemed to be the ratio, adjusted from time to time as appropriate, of the total square footage of the floor area of the Demised Premises, presently 120,000 square feet, to the total square footage of the floor area of the entire Industrial Park, presently 990,420 square feet. The obligation to pay these charges shall survive the termination of this Lease.

The charges described above in this Paragraph are based on Demised Premises of 120,000 square feet. Lessee's obligation to pay Additional Rent shall be adjusted and prorated for any period when the Demised Premises consist of only 60,000 square feet.

Lessor shall furnish the Lessee a written estimate of the Lessee's proportionate share of the charges specified above for the first calendar year or portion thereof, or for the next succeeding calendar year, as the case may be, and said charges shall be paid monthly with Rent, in advance commencing on the first day of the first Lease Year. Charges for the first and last Lease Years shall be on a pro rata basis based upon twelve (12) thirty (30) day months. If requested by Lessee, Lessor shall promptly furnish to lessee supporting documentation (i.e. copies of bills, invoices or other appropriate documentation) for said written estimate of costs for security and other Operating Costs.

The Lessee shall at its own expense maintain all portions of the Demised Premises and immediately adjoining areas in a clean and orderly condition free of dirt and rubbish, and the Lessee shall remove or cause to be removed all rubbish from the Demised Premises and immediately adjoining areas at the Lessee's expense. Under no conditions will Lessor permit Lessee to use outside areas for parking of unregistered and/or disabled or non-functioning or damaged vehicles, or for the accumulation of pallets and/or other packing materials. Lessee must install a dumpster or similar trash receptacle of ample size at inception of occupancy. In the event the Lessee permits accumulations of rubbish, which the Lessor in the exercise of its sole judgment may deem unreasonable or harmful,

injurious or deleterious to the use and enjoyment of the remainder of the premises of the Lessor of which the Demised Premises are a part, the Lessor may remove such rubbish and charge the cost thereof to the Lessee and the Lessee shall thereupon become liable to the Lessor for such cost as Additional Rent. Lessee shall keep all fire doors clear and shall not obstruct dock areas with vehicles or goods excepting the normal process of loading and unloading operations from inside storage to transport vehicles. Lessee shall be solely and separately responsible for chemical waste collection and disposal in accordance with all applicable federal, state, and local environmental and safety laws.

9. **USE:** The Demised Premises are hereby leased to the Lessee upon the express condition that the Lessee shall use the said Demised Premises to cultivate marijuana, manufacture medical marijuana products, store and ship its products, and conduct other activities directly related to its business as a Registered Organization under New York's medical marijuana program, all in accordance with New York law and for no other purpose without the written consent of the Lessor first obtained. All uses to which the Demised Premises shall be put by the Lessee shall conform to all applicable state and local laws, ordinances, rules or regulations relating to the Demised Premises and shall also conform to any special use permit or certificate of occupancy or other permit of any kind issued or required to be issued by any governmental authority having such jurisdiction over the Demised Premises and shall not be put to any such use by the Lessee until all governmental rules and regulations relative to or affecting such use have been complied with and all governmental permits required as a condition precedent to such use shall have been obtained. Lessee shall be responsible, at Lessee's sole cost and expense, for obtaining all required approvals. The Lessee shall conduct its business throughout the Lease Term hereof in a first-class manner and shall not use the Demised Premises for or carry on or permit upon said Demised Premises any offensive, noisy, or dangerous business, trade, manufacture or occupation or any nuisance or any activity contrary to public policy or any activity causing a noxious or offensive odor or causing pollution to the atmosphere, nor permit any auction sale to be held or conducted upon said Demised Premises, nor shall it use or permit the use of such Demised Premises or part thereof for any immoral or any other purpose prohibited by law or which will increase the rate of insurance upon the building in which said Demised Premises may be located or cause a cancellation of any insurance policy covering said building or any part thereof. Lessee's use of the Demised Premises to operate a marijuana business in accordance with New York law shall not be deemed to violate this Section 9. The Lessee shall not do or suffer anything to be done upon said Demised Premises which will cause structural injury to said Demised Premises or to the building of which the same form a part, nor shall it cause said Demised Premises to be overloaded, nor shall it permit any machinery, apparatus or other appliance to be used or operated upon said Demised Premises which will in any way vibrate, shake or otherwise injure said Demised Premises or the building of which the same form a part, nor shall the Lessee permit any noisemaking device to be operated or allowed upon said Demised Premises for the purpose of attracting trade or otherwise. The Lessee shall not permit any use to be made of the Demised Premises which will in any way impair the efficient operation of the sprinkler within the building containing the Demised Premises. The Lessee shall not leave said Demised Premises unoccupied or vacant during the Lease Term hereof. In addition to the Lessee's liability for Additional Rent in respect of insurance premium rate increases as provided in Paragraph 7 hereof, if any act on the part of the Lessee or use of the Demised Premises by the Lessee shall cause directly or indirectly any increase of the Lessor's insurance expense, such additional expense shall be paid by the Lessee to the Lessor upon demand as Additional Rent, provided that Lessor provides Lessee with documentation of the increase. No such payment by the Lessee shall limit the Lessor in the exercise of any other rights or remedies or constitute a waiver of the Lessor's right to require the Lessee to discontinue such act or use.

10. **REPAIRS AND MAINTENANCE:**

Lessor shall deliver the Demised Premises in broom clean condition and shall ensure that all building facilities are in good working order. Throughout the Lease Term the Lessee shall take good care of the Demised Premises.

Lessee is responsible for all maintenance and repairs of the Demised Premises in accordance with Lessor's requirements including but not limited to the structural and exterior of the building, including the roof and all components thereof; load-bearing walls; slabs and floors; utility distribution up to the building; sprinklers; foundations and supports; and repairs of parking/pavement areas; loading dock equipment; HVAC; plumbing fixtures and equipment; interior electricity facilities; doors; windows; and snow removal.

When used in this paragraph the term "repairs" shall include all necessary renewals, alterations, additions and betterments, including replacement. All repairs shall be at least equal in quality and class to the original work. Prior to Lessee making any repairs to: structural and exterior of the building, including the roof and all components thereof; load-bearing walls; slabs and floors; utility distribution up to the building; sprinklers; foundations and supports, Lessee must first report the nature of the problem to Lessor and obtain Lessor's approval for such repair. Upon the expiration of the Lease Term or sooner termination, the Lessee shall surrender the Demised Premises to the Lessor in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted. The Lessee shall at its own expense maintain all portions of the Demised Premises and immediately adjoining areas in a clean and orderly condition free of dirt and rubbish, and the Lessee shall remove or cause to be removed all rubbish from the Demised Premises and immediately adjoining areas at the Lessee's expense. Lessee must install a dumpster or similar trash receptacle of ample size at inception of occupancy. In the event the Lessee permits accumulations of rubbish, which the Lessor in the exercise of its sole judgment may deem unreasonable or harmful, injurious or deleterious to the use and enjoyment of the remainder of the premises of the Lessor of which the Demised Premises are a part, the Lessor may remove such rubbish and charge the cost thereof to the Lessee and the Lessee shall thereupon become liable to the Lessor for such cost as Additional Rent. Lessee shall keep all fire doors clear and shall not obstruct dock areas with vehicles or goods excepting the normal process of loading and unloading operations from inside storage to transport vehicles. Lessee shall be solely and separately responsible for chemical waste collection and disposal in accordance with all applicable federal, state, and local environmental and safety laws.

11. **ALTERATIONS AND LIENS:** (A) The Lessee shall make no alterations or additions to the Demised Premises without prior written consent of the Lessor in each instance, which shall not be unreasonably withheld, conditioned or delayed. Upon the giving of such written consent all alterations, additions and improvements, including fixtures made in, to or on the Demised Premises, except equipment used in Lessee's business and unattached moveable business fixtures, shall become the property of the Lessor and shall remain upon and be surrendered with the Demised Premises, except that the Lessee shall ascertain from the Lessor within sixty (60) days before the expiration of this Lease Term whether the Lessor desires to have the Demised Premises or any part or parts thereof restored to their condition as of the time of the delivery thereof to the Lessee and, if the Lessor so desires, the Lessee shall restore said Demised Premises or such part or parts thereof to such original condition before the end of the Lease Term entirely at the Lessee's own cost and expense. The Lessee shall indemnify and save and hold harmless the Lessor from all liens, claims or demands arising out of any work performed, materials furnished or obligations incurred by or for the Lessee upon said Demised Premises during said term and agrees not to suffer any such lien or encumbrance to be imposed on any of the Lessor's premises. The Lessor shall have the right, after the giving of not less than five (5) days' notice to the Lessee to remove such lien or encumbrance, to bring such action or proceeding as may be necessary to effect the removal thereof and the costs and expenses thereof, including reasonable attorney's fees, shall become immediately due and payable by the Lessee to the Lessor as Additional Rent.

B) Prior to the commencement of any such alterations, additions or improvements, Lessee shall provide to Lessor with the following: (i) copies of the plans and specifications relative thereto; (ii) copies of all necessary building permits and all other

requisite permits and approvals; (iii) copies of construction contracts with constructors reasonably acceptable to the Lessor; and (iv) copies of insurance reasonably required by Lessor, naming Lessor and Schenectady County Industrial Development Agency, as an additional insured. The Lessee hereby agrees that all such alterations, additions and improvement shall (a) incorporate only new materials; (b) be at least equal in quality and workmanship to the original work or installation; (c) be in accordance with reasonable requirements as Lessor may impose; (d) be constructed in accordance with all applicable laws, rules, regulations and directives of all governmental authorities having jurisdiction over the Demised Premises; (e) be constructed in such a manner so as not to interfere with the use and enjoyment of the Building or the Industrial Park by the Lessor or other tenants, occupants, licensees or invitees of the Industrial Park; (f) except for equipment used in Lessee's business and unattached moveable business fixtures, automatically become the property of the Lessor upon construction and installation of same within the Demised Premises.

C) Lessor will provide reasonable assistance to Lessee in developing site plans for the Demised Premises and securing all licenses and approvals, including by securing written support, if possible, from contiguous property holders and relevant officials.

12. **ENTRY AND INSPECTION:** Lessor acknowledges that its access to the Demised Premises may be limited and subject to approval by the New York State Department of Health.
13. **SUBLETTING AND ASSIGNMENT:** The Lessee shall not, without the Lessor's prior written consent, assign or sublet this Lease or permit any person or entity other than the Lessee to use or occupy, or store goods, materials or other property (such goods, materials and property being hereinafter referred to as "Property") at the Demised Premises or any part thereof. Lessee will not be deemed to have assigned the Lease by virtue of a change in its ownership or control.

Any (a) attempt at assignment or subletting (b) attempt to permit any person or entity (a "Licensee") other than the Lessee to use, or occupy any portion of, or store any Property at the Demised Premises, without the consent of the Lessor in each instance, shall be void and shall constitute a breach of this Lease. In the event of such prohibited assignment, sublet or use, occupancy or storage, the Lessor may avail itself of any other remedies contained in this Lease and any other remedy available to it under applicable law. In addition to the foregoing, in the event of any breach of clause (b) in the preceding sentence, the Lessor may cause the removal of such occupant and/or materials, goods or Property, at the sole cost and expense of the Lessee.

Any proposed assignment shall contain a written assumption by the assignee of all of the Lessee's obligations under this Lease. Any sublease shall (a) provide that the sublessee shall procure and maintain a policy of insurance as required of the Lessee under this Lease; (b) provide for a copy to the Lessor of any notice of default by either party; and (c) otherwise be reasonably acceptable in form to the Lessor.

The Lessor's consent to any assignment, subletting or use, occupancy or storage as above stated shall not be unreasonably withheld, conditioned or delayed. No consent by the Lessor to any subletting, assignment or use, occupancy or storage of Property by any Licensee shall be deemed to be a consent to any further subletting (or sub-subletting), assignment or any other use, occupancy or storage by any Licensee (including any expanded use by the Licensee for whom permission is being given).

In the event that the Lessee assigns or subleases any portion of the Demised Premises or permits the use, occupancy or storage of Property at any portion of the Demised Premises by a Licensee, the Lessee shall pay to the Lessor monthly, as Additional Rent hereunder, one hundred (100%) percent of the amount calculated by subtracting from the rent and other charges and considerations payable from time to time by the assignee, sublessee or Licensee to the Lessee for aforesaid space, the amount of rent and other charges payable

by the Lessee to the Lessor under this Lease, allocated to the assigned, subleased or otherwise utilized portion of the Demised Premises.

Without limiting Lessor's other rights hereunder, Lessee, in no event, shall have any right to sublet or assign this Lease or grant any Licensee the right to use or occupy all or any portion of the Demised Premises except on the following terms and conditions:

a) Such subletting, assignment, or grant of any right of use or occupancy, shall not relieve the Lessee from its duty to perform fully all of the agreements, covenants and conditions set forth in this Lease or any Guarantor, if any, from the obligations of any Guaranty executed and delivered in connection with this leasing.

b) The Lessee shall provide the name of the proposed sublessee, assignee or Licensee, the terms and conditions of the proposed subletting, assignment or agreement for use or occupancy, the nature and character of the business of the proposed sublessee, assignee or Licensee, and banking, financial and other credit information relating to the proposed assignee, sublessee or Licensee reasonably sufficient to enable Lessor to determine the financial responsibility of said proposed sublessee, assignee or Licensee.

c) In lieu of granting or withholding its consent to any requested assignment, sublease or right of occupancy, upon the receipt of such request from Lessee, Lessor shall have an option, to be exercised in writing within forty-five (45) days thereafter, to terminate this Lease effective on a date (the "Termination Date") set forth in Lessor's notice of termination with respect to the portion subleased or used by a Licensee which shall not be less than thirty (30) days nor more than one hundred twenty (120) days following the service upon Lessee of Lessor's notice of termination.

d) In the event Lessor shall exercise such option to terminate this Lease, this Lease shall expire on the Termination Date with respect to the portion being recaptured as if that date had been originally fixed as the expiration date of the Lease Term herein granted and Lessee shall surrender possession of the portion thereof being recaptured on the Termination Date in accordance with the provisions of this Lease.

e) The subletting, assignment or grant of any right with respect to use and occupancy shall be to a person or entity whose occupancy will be in keeping with the dignity and character of the then use and occupancy of the Demised Premises and the Industrial Park by other lessees or occupants and whose occupancy will not be more objectionable or more hazardous than that of Lessee herein. In no event shall any subletting or assignment be permitted to a school of any kind or an employment or placement agency; or governmental or quasi-governmental agency;

f) The subletting, assignment or granting of a right of use and occupancy shall not be to any person or entity who is then a tenant of the Industrial Park;

g) The subletting or assignment shall not be at a lower rental rate, nor shall any charges relating to use and occupancy be lower than that being charged by Lessor or its affiliates at the time for similar space in the Industrial Park;

h) The sublease, assignment or agreement with respect to use and occupancy will expressly prohibit further assignment of this Lease, or any sublease or agreement for use or occupancy or any further subletting, or granting of rights of use and occupancy by the sublessee, assignee or Licensee without, in each instance, receiving Lessor's prior written consent.

i) If this Lease shall be assigned, or if the Demised Premises or any part thereof, be sublet or occupied by any person or persons other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent and/or Additional Rent herein reserved, but no such

assignment, subletting, occupancy or collection of Rent and/or Additional Rent shall be deemed a waiver of the covenants contained in this Lease, nor shall it be deemed acceptance of the assignee, subtenant or occupant as a tenant or a release of Lessee from the full performance by Lessee of all of the terms, conditions and covenants of this Lease.

j) The Lessee shall reimburse the Lessor for all legal costs involved in reviewing a proposed assignment, subletting or agreement with any Licensee for the use, occupancy or storage of any Property.

14. **LIABILITY AND INSURANCE:** The Lessee, to the fullest extent permitted by law, shall indemnify, defend and hold the Lessor and the Lessor's directors, officers, shareholders, mortgagees, industrial development agencies, agents, representatives and employees harmless and free from and against any and all claims, losses, costs, liabilities, penalties, damages, expenses, causes of action and/or judgments, including, without limitation, penalties, fines and reasonable attorney's fees (collectively "Damages"), (but excluding indirect and consequential damages) in connection with or arising from or by reason of (a) any default by Lessee in the performance of its obligations under this Lease, or the failure of any covenant or representation made by Lessee in this Lease, (b) Lessee's, or during the term of the Lease any other person's, use or occupancy or manner of use or occupancy of the Demised Premises, (c) any injury or damage to any person or persons or property related to Lessee's use or possession of the Demised Premises including, without limitation, the Lessee, its servants, agents and employees, from any cause or causes whatsoever, or (d) any occurrence on the Demised Premises from any cause whatsoever related to Lessee's use or possession of the Demised Premises, including leakage and environmental contamination, while in, upon or in any way connected with the Demised Premises or its appurtenances. The foregoing indemnity does not include Damages to the extent such Damages are caused by the negligence or intentional misconduct of Lessor or by environmental contamination predating Lessee's possession of the Demised Premises. This indemnification shall survive the termination or expiration of this Lease for any reason whatsoever. If the foregoing indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the fullest indemnity permitted by law.

Except when any of the following losses or damages are caused by Lessor's gross negligence or intentional wrongdoing, the Lessor shall not be liable for any loss or damage occasioned by failure to keep said Demised Premises in repair and free from refuse, obnoxious odors, vermin or other foreign matter; defective wiring, plumbing, gas, sprinkler, steam, sewer, water or other pipes or fixtures; the bursting, leaking, running or clogging of the above pipes or fixtures; any defect or malfunction, bursting, leaking, running or clogging of any heating or air conditioning equipment, cistern, tank, sprinkler system, boiler, wash stand, closet or wastepipe; accidental discharge of the sprinkler; water, snow, ice or other foreign matter being upon or coming through the roof, skylights, trapdoors, doors, windows or otherwise; acts of negligence or failure to comply with lease covenants by other tenants of the Lessor; acts of negligence of guests, invitees and employees of the Lessee or other occupants of the Demised Premises; acts of negligence of any owners or occupants of adjacent or contiguous property or their employees; or acts of God; acts of negligence of any persons not in the employ of the Lessor.

The Lessee shall take out and keep in force during the Lease Term hereof, at the Lessee's expense, public liability and other insurance including contents insurance to cover the replacement value of damaged products, in companies acceptable to the Lessor to protect, against amongst other things, any liability to the public, whether to persons or property, incident to the use of said Demised Premises or resulting from accident occurring in or about said Demised Premises or the areas immediately adjacent thereto, which insurance shall be in an amount not less than \$1,000,000.00 to indemnify against the claim of one person for personal injuries and not less than \$3,000,000.00 to indemnify against the claim of two or more persons for personal injuries in any one occurrence and in an amount not less than \$1,000,000.00 per occurrence to indemnify against a claim or claims

for property damage. The Lessee shall also take out and keep in force during the Lease Term, at the Lessee's expense, New York State statutory worker's compensation insurance policy and employer liability and automobile liability policy in an amount not less than [REDACTED] combined limit. The Lessee shall cause every insurer to agree by endorsement upon the policy or policies issued by it, or by independent instrument furnished to the Lessor, that such insurer will give the Lessor ten (10) days' written notice at the address where rental is paid before the policies in question shall be altered or canceled. Certified copies of said policies or certificates of insurance naming the Lessor and the Schenectady County Industrial Development Agency as additional insured by endorsement shall be furnished at the time of Lease inception. Said policies shall be renewed at the end of each policy period.

The Lessor and Lessee hereby release one another and their respective officers, agents, employees and servants from any and all claims or demands for damages, loss, expense or injury to the Demised Premises or to the furnishings and fixtures and equipment or inventory or other property of either the Lessor or the Lessee in, about or upon the Demised Premises, as the case may be, which may be caused by or result from perils, events or happenings which are the subject of insurance carried by the respective parties and in force at the time of any such loss, provided, however, that such release and waiver shall be effective only to the extent of the insurance coverage for such loss. This paragraph does not preclude the respective parties from any and all other remedies at law which are available and in no way are their respective rights prejudiced.

All construction contractors entering the Industrial Park at the request of Lessee shall name the Lessor and the Schenectady County Industrial Development Agency, as additional insured on their insurance and furnish Lessor with a copy of same prior to commencing any work therein. Lessee is required to enter into written contracts with all construction contractors who enter the Demised Premises on their behalf, which contracts must contain indemnification provisions satisfactory to the Lessor, in the exercise of Lessor's reasonable discretion, for the benefit of the Lessor.

15. **ABANDONMENT:** In the event the Demised Premises become abandoned, vacated or surrendered or in the event the Lessee be dispossessed or evicted by process of law, the Lessor, in addition to all other remedies granted by this Lease or available by operation of law, may deem that any personal property belonging to the Lessee left on said Demised Premises is abandoned, and the Lessor may enter upon said Demised Premises and remove therefrom any and all equipment, fixtures and merchandise and sell the same at public or private sale at such price and upon such terms as the Lessor may determine without notice to or demand upon the Lessee. Out of the proceeds of such sale the Lessor may reimburse itself for the expense of such taking, removal and sale and for any indebtedness of the Lessee to the Lessor and the surplus, if any, shall be accounted for the Lessee.
16. **STATEMENT REQUIRED BY 10 NYCRR 1004.5(b)(9):** Lessor 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 Demised Premises medical marijuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the Demised Premises or to initiate dispossession proceedings or that the 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 the Lease.
17. **DEFAULT:** In the event the Lessee (a) fails to pay the Rent and/or Additional Rent herein provided or any part thereof or any other sum required by the Lessee to be paid to the Lessor at the time or in the manner herein provided and within five (5) days after receipt of notice of non-payment (which notice need not be given more than twice in any twelve (12) month period no more than five (5) times in the aggregate during the entire Lease Term, after which time a default shall be deemed to have occurred if any amount

required to be paid hereunder is not paid by its due date); or (b) if the Lessee abandons or vacates said Demised Premises or violates any of the provisions of this Lease respecting assignments or subletting, or the provisions of any required insurance; or (c) defaults in any of the other covenants or conditions on the Lessee's part to be performed hereunder and such default is not cured within thirty (30) days after notice by the Lessor to the Lessee of such default, then subject to Lessor's compliance with Section 16, such default or breach or act shall give the Lessor the right to re-enter the Demised Premises and remove all persons and all or any property therefrom either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and repossess and enjoy said Demised Premises together with all additions, alterations and improvements, and in such case the Lessor may either relet the Demised Premises or any parts thereof as agent of the Lessee and receive the Rent and Additional Rent applying the same first to the payment of such expenses as the Lessor may have incurred and then to the fulfillment of the covenants of the Lessee. The Lessor may rent said Demised Premises for a term extending beyond the term hereby granted without releasing the Lessee from any liability. Upon the expiration of this Lease prior to the expiration of its term by operation of any provision hereof or by summary proceedings or otherwise, then, whether or not the Demised Premises be relet, the Lessee shall remain liable for and shall pay the Lessor, until the time when this Lease would have expired but for such termination or expiration, the equivalent of the amount of all of the Rent and Additional Rent reserved herein, less the avails of reletting, if any, and the same shall be due and payable by the Lessee to the Lessor on the several rent days above specified. In all events, Lessee is liable for all damages, costs and expenses, of whatever kind or nature, direct or indirect, suffered by Lessor as a result of the occurrence of an event described above (an "Event of Default"). If Lessee fails to promptly pay Lessor for the damages suffered, Lessor may pursue a monetary recovery from Lessee. Included among those damages are all expenses incurred by Lessor in repossessing the Demised Premises (including increased insurance premiums resulting from Lessee's vacancy), all expenses incurred by Lessor in reletting the Demised Premises (including those incurred for advertisements and brokerage fees and needed repairs, remodeling and replacements), all concessions granted to a new lessee on a reletting, all losses incurred by Lessor as a result of Lessee's default, a reasonable allowance for Lessor's administrative costs attributable to Lessee's default, and all reasonable attorneys' fees incurred by Lessor in enforcing any of Lessor's rights or remedies against Lessee. The Lessee hereby expressly waives any and all rights of redemption in the event of eviction or dispossession by judgment or warrant of any court or judge, and the Lessee waives and will waive all right to trial by jury in any summary proceeding hereafter instituted by the Lessor against the Lessee in respect of the Demised Premises. All remedies herein provided shall be deemed cumulative and shall in no way limit or restrict the Lessor from pursuing such other and further remedies as may be allowed at law or in equity.

18. **ACCELERATION OF RENT UPON DEFAULT:** It is hereby mutually agreed, that notwithstanding anything to the contrary herein contained, the said Demised Premises are demised for rental of [REDACTED] Dollars, plus Additional Rent, including without limitation, security and Operating Costs, insurance and taxes, for the entire said Lease Term of five (5) years, payable at the time of the Commencement Date, and that the provisions herein contained for the payment of said Rent and/or Additional Rent in installments are for the convenience of Lessee only. Similarly, upon the exercise of Lessee of its option with respect to the Renewal Term, the rent for said Renewal Term, shall be due in full on the first day of the Renewal Term, subject to the right of Lessee, as a convenience to Lessee only, to pay rent in monthly installments. Upon default in payment of the Rent and/or Additional Rent in installments as defined in Section 17(a), then the whole of the Rent and/or Additional Rent hereby reserved for the whole of the said Lease Term (as the same may be extended) and then remaining unpaid shall at once become due and payable, without notice or demand.

19. **HOLDING OVER:** Lessor and Lessee recognize that the damage to Lessor resulting from any failure by Lessee to timely surrender possession of the Demised Premises will be substantial, will exceed the amount of the monthly installments of the Rent and Additional Rent payable hereunder, and will be impossible to measure accurately. Lessee therefore agrees that if possession of the Demised Premises is not surrendered to Lessor upon the expiration date or sooner termination of this Lease, in addition to any other rights or remedies Lessor may have hereunder or at law, Lessee shall pay to Lessor, as liquidated damages, for each month and for each portion of any month during which Lessee holds over in the Demised Premises after the expiration date or sooner termination of this Lease, a sum equal to two times the aggregate of Base Rent and Additional Rent that was payable under this Lease during the last month of the Lease Term. Nothing herein contained shall be deemed to permit Lessee to retain possession of the Demised Premises after the expiration date or sooner termination of this Lease. The provisions of this paragraph shall survive the expiration date or sooner termination of this Lease. Lessee's occupancy subsequent to the expiration date or sooner termination of this Lease, whether or not with the consent or acquiescence of Lessor, shall be deemed to be that of a tenancy-at-will and in no event from month-to-month or year-to-year and it shall be subject to all terms, covenants and conditions of this Lease applicable thereto, including, without limitation, those set forth in this paragraph. In the event the Lessee defaults or remains in possession of the Demised Premises or any part thereof after the expiration of the tenancy-at-will created hereby then the Lessee's occupancy shall be deemed a tenancy-at-sufferance and not a tenancy-at-will.
20. **EXCUSABLE DELAY:** Whenever either party (an "Obligated Party") is required by the provisions of this Lease to perform an obligation or any work and the Obligated Party is prevented from doing so by reason of an Excusable Delay (as hereinafter defined), the Obligated Party shall be temporarily relieved of its obligation to so perform, provided it promptly notifies the other party of the specific delay and exercises due diligence to remove or overcome it. The words "Excusable Delay" shall mean any delay due to strikes, lockouts or other labor or industrial disturbance; civil disturbance; future order of any government, court or regulatory body claiming jurisdiction; act of the public enemy; war, riot, sabotage, blockage or embargo; unforeseen physical (including environmental) conditions; failure or inability to secure (i) materials (or their reasonable substitutes) after diligent effort, (ii) supplies (or their reasonable substitutes) after diligent effort; or (iii) labor through ordinary sources; after diligent effort regulation or order of any government or regulatory body; lightning, earthquake, fire, storm, hurricane, tornado, flood, washout or explosion, or act or omission of the other party that prevents the Obligated Party from complying, or which materially and adversely interferes with the Obligated Party's ability to comply with, an obligation under this Lease on the Obligated Party's part to be performed. Any time limits required to be met by either party hereunder, whether specifically made subject to Excusable Delay or not, except those related to the provision of insurance shall, unless specifically stated to the contrary elsewhere in this Lease, be automatically extended by the number of days by which any performance called for is delayed due to Excusable Delay. Neither party shall, in any event, have any right to terminate this Lease, abate or increase Base Rent or Additional Rent or assert a claim of partial or total actual or constructive eviction or of breach of the Lease because of any failure by an Obligated Party to perform any obligation or work required to be performed under this Lease, if such failure occurs by reason of Excusable Delay. In no event, however, shall an Excusable Delay be applicable to any obligation of Lessee to pay Rent or Additional Rent hereunder, to pay any other sum of money required to be paid hereunder or to provide any insurance required to be provided hereunder.
21. **DESTRUCTION:** In the event the Demised Premises are damaged by fire, earthquake, enemy, act of God or the elements or other casualty, the Lessor, unless it shall otherwise elect as hereinafter provided, shall repair the same with reasonable dispatch after written notice of the damage. If such damage is so extensive as to render the Demised Premises untenantable, but the same are nevertheless repaired by the Lessor, then the Rent (but not Additional Rent) shall be abated to an extent corresponding with the time during which and the extent to which said Demised Premises may have been untenantable. If such

repairs, however, are delayed because of the Lessee's failure to adjust the Lessee's own insurance claim, no rental reduction shall be allowed beyond a reasonable time allowed for such adjustment. The Lessor shall have the right to determine, within a reasonable time after such occurrence regardless of its cause, whether to demolish, rebuild or reconstruct the building containing the Demised Premises and, in the event of such decision by the Lessor to so demolish, rebuild or reconstruct, then, upon notice given by the Lessor to the Lessee, this Lease shall terminate on a date to be specified in such notice as if that date had been originally fixed as the expiration date of the Lease Term here demised and the Rent and/or Additional Rent shall be adjusted as of the time of the occurrence of such damage or destruction. The Lessee shall give immediate notice to the Lessor in case of such damage or destruction. All cancellation or termination of Lease does not release Lessee from any liability in connection with any fire or casualty. Notwithstanding anything to the contrary contained herein, the Lessor shall have no obligation to repair or replace any of Lessee's property or any alterations, additions, or improvements to the Demised Premises not originally installed by Lessor. Lessor is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Lessor's control. Notwithstanding anything to the contrary contained herein, if the fire or other casualty is caused by an act or neglect of Lessee, Lessee's agents, servants, visitors, employees, invitees or licensees, or, at the time of the fire or casualty, the Lessee is in default in any terms of this Lease, then all repairs will be made at Lessee's expense and Lessee shall not be entitled to any abatement of Rent notwithstanding any such damage or destruction. The Lessee shall give immediate notice to the Lessor in case of such damage or destruction.

22. **CONDEMNATION:** If the whole or a portion of the Demised Premises shall be taken for any public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement or purchase in connection with such public or quasi-public use, the Lease at the option of the Lessor shall terminate as of the date title shall vest in the condemnor. If any part of the Demised Premises shall be so taken as to render the remainder thereof unusable for the purposes for which the Demised Premises were leased, then the Lessee shall have the right to terminate this Lease as hereinafter provided. Upon any such taking, with or without a termination of this Lease, all compensation awarded shall belong and be paid to the Lessor and the Lessee shall have no claim thereto and the Lessee hereby irrevocably assigns, transfers, releases and sets over to the Lessor any right to compensation for damages to which the Lessee may become entitled during the Lease Term hereof by reason of such condemnation or taking, provided, however, that in the event of such taking and a termination of this Lease by either party as a result of or in connection therewith the Lessee shall be entitled to a payment from the Lessor of an amount equal to the unamortized cost (depreciated on a straight line basis computed monthly) to the Lessee of all leasehold improvements made by the Lessee during the original Lease Term hereof and such payment shall be made by the Lessor out of the proceeds received by the Lessor from the condemning authority and such claim of the Lessee shall not be deemed a claim against the condemning authority or a lien on such proceeds. In no event shall the amount which the Lessor shall be obligated to pay the Lessee hereunder exceed the amount of the Lessor's award less all expenses incurred by the Lessor in connection with the securing or obtaining of such award. In the event that upon such taking there shall be no termination of this Lease by either party, this Lease shall continue for the balance of its Lease Term as to the part of the Demised Premises remaining. In such event the Rent payable by the Lessee to the Lessor hereunder and all items of Additional Rent payable hereunder as are determinable by reference to the area of the Demised Premises shall be reduced pro rata in the proportion in which the area of the Demised Premises so taken bears to the area of the Demised Premises before such taking, and all other liabilities of the Lessee hereunder shall remain unaffected. If upon such taking this Lease shall not terminate and shall continue as herein provided, the Lessor shall at its own cost and expense restore the remaining portion of the Demised Premises to the extent necessary to render it useable for the purposes for which it was leased and shall make all repairs to the building in which the Demised Premises are located to the extent necessary to constitute the building a complete architectural unit, provided that such work shall not exceed the scope of

construction existing immediately prior to such taking and the cost of such restoration shall not exceed the proceeds of the condemnation award less the Lessor's expenses in securing such award. Termination of this Lease by either party under the provisions of this paragraph shall be effected by the delivery of a thirty (30) day notice by such party to the other.

23. **SALE OF PREMISES:** In the event of a sale or conveyance by the Lessor of all or any part of the Lessor's estate containing the Demised Premises, the same shall operate to release the Lessor from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of the Lessee, and in such event the Lessee agrees to look solely to the responsibility of the successor in interest of the Lessor.
24. **ESTOPPEL:** At Lessor's request, which shall not be made before the Commencement Date, Lessee agrees, within ten (10) days after receipt, to execute a lease estoppel certificate stating, if true, that:
 - a. The Lease is unmodified and in full force and effect;
 - b. The term of the Lease has begun and Rent payable under the Lease is accruing;
 - c. No notice of default or termination of the Lease has been served on Lessee under the terms of the Lease;
 - d. To the best of Lessee's knowledge, neither he nor the Lessor are in default in any way under the Lease. In addition, Lessee certifies that no event has occurred that with the passage of time or giving notice would constitute default under the Lease by either him or the Lessor; and certifying with respect to such other information with respect to this Lease and Lessee's occupancy of the Demised Premises as Lessor shall reasonably request.
25. **SUBORDINATION:** The Lessee hereby expressly covenants and agrees that this Lease is and shall be subordinate to any mortgage, deed of trust or other instrument of security which has been or shall be placed on any part of the premises of which the Demised Premises are a part and such subordination is hereby made effective without any further act by the Lessee. The Lessee shall at any time or from time to time upon request by the Lessor execute and deliver any instruments, releases or other documents that may be required for the purpose of subordinating this Lease to the lien of such mortgage, deed of trust or other instrument of security. The Lessee further hereby appoints the Lessor as the Lessee's attorney in fact, irrevocably, to execute and deliver any such instruments.
26. **SIGNS:** The Lessee shall not inscribe, paint or affix any signs, placards or advertisements on the exterior or roof of the Demised Premises or upon entrance doors, windows or upon any adjoining or appurtenant lands without obtaining the prior approval of the Lessor in writing, which shall not be unreasonably withheld, conditioned or delayed, or without obtaining such permits therefor as may be required under any ordinance, local law, order, rules of regulation of the municipality having jurisdiction thereof. Any such sign, placard or advertisement so placed upon the Demised Premises shall be removed by the Lessee at the termination of this Lease and the Lessee shall repair any damage or injury to the Demised Premises caused thereby, and upon the failure of the Lessee to comply herewith, the Lessor may have the same removed and the Lessee shall be liable to the Lessor for the expense thereof.
27. **ENTIRE AGREEMENT, WAIVER:** This instrument contains all the agreements and conditions made between the parties hereto and may not be modified, changed or terminated in whole or in part orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest. The receipt of Rent and/or Additional Rent by the Lessor, with knowledge of any breach of this Lease by the Lessee or of any default on the part of the Lessee in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. If the Lessee makes any payment of any amount less than that due hereunder, the Lessor without notice may accept the same as a payment on account; the Lessor shall not be bound by any notation on any check involving such

payment nor any statement in any accompanying letter. No failure on the part of the Lessor to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by the Lessor, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the Lessor to enforce the same in the event of any subsequent breach or default. The receipt by the Lessor of any rent or any other sum of money or any other consideration hereunder paid by the Lessee after the termination, in any manner, of the term herein demised, or after the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue or extend the term herein demised, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the Lessor. Neither acceptance of the keys nor any other act or thing done by the Lessor or any agent or employee of the Lessor during the term herein demised shall be deemed to be an acceptance of a surrender of said Demised Premises, excepting only an agreement in writing signed by the Lessor accepting or agreeing to accept such a surrender. Any right herein granted to the Lessor to terminate this Lease shall apply to any extension or renewal of the term herein demised, and the exercise of any such right during the term herein demised shall terminate any extension or renewal of the term herein demised, and any right on the part of the Lessee thereto. No act or conduct of any nature or character on the part of the Lessor or its agents, servants or employees other than by an agreement in writing signed by the Lessor shall be construed as a waiver of the provisions of this paragraph irrespective of any circumstances existing at the time of such act or conduct.

28. **NOTICE:** Any notice, request or demand under this Lease shall be in writing and shall be considered properly delivered upon receipt when (i) addressed to Ari Hoffnung, CEO, Fiorello Pharmaceuticals, Inc., 205 East 42nd Street, 15th Floor, New York, New York 10017 in the instance of the Lessee, and to the place where Rent is paid in the instance of the Lessor, or to such other address as may be from time to time furnished in writing by either party to the other, and (ii) either (a) served personally, (b) sent by certified mail (return receipt requested) and deposited in a United States general or branch post office, or (c) sent by a private reputable overnight carrier with a bill of lading and evidence of receipt.
29. **SECURITY:** Lessee is to pay, within thirty (30) days of the Commencement Date, the sum of [REDACTED] Dollars, as Security Deposit for the full and faithful performance and observance by Lessee of all the terms, covenants, and conditions of this Lease (the "Security Deposit"). If Lessee defaults in the full and prompt payment and performance of any of Lessee's obligations under this Lease including, without limitation, the payment of Rent and/or Additional Rent, Lessor may use, apply or retain the whole or any part of the Security Deposit so deposited to the extent required for the payment of any Rent and/or Additional Rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's defaults. If Lessor shall so use, apply or retain the whole or any part of the Security Deposit, Lessee shall replenish the Security Deposit on demand. If Lessee shall fully and faithfully comply with all of Lessee's obligations under this Lease Agreement, the Security Deposit or any balance thereof shall be returned to Lessee upon the termination of the Lease and after delivery to the Lessor of entire possession of the Demised Premises which shall not be used as last month's Rent. In the event of any sale of Lessor's interest in the premises, Lessor shall have the right to transfer the Security Deposit to the vendee and Lessor shall thereupon be released by Lessee from all liability for the return of such Security Deposit.
30. **FINANCIALS:** From time to time during the Lease Term, but not more often than annually, the Lessor shall have the right to request, and the Lessee shall thereafter promptly provide current financials from the Lessee.
31. **BROKERAGE:** Lessee warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiations except David A.

Welcome of Vanguard-Fine, LLC. Lessee shall indemnify and hold Lessor harmless from any cost, expense or liability (including cost of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Lessee. Lessor agrees to pay a real estate commission pursuant to a separate Real Estate Brokerage Commission Agreement.

32. **HAZARDOUS SUBSTANCES: LESSEE:** (a) Lessee, or its employees, agents, representatives, licensees, invitees or customers shall not cause any Hazardous Substances (hereinafter defined) to be used, stored, generated or disposed of in, on or about the Industrial Park, Building, the land upon which the Building and Demised Premises are situated (the "Land") or Demised Premises by Lessee, its agents, employees, contractors or invitees, except for such Hazardous Substances as are used in strict conformity with all Environmental Laws (hereinafter defined). Lessee shall indemnify and hold harmless the Lessor, its mortgagees, industrial development agencies, agents, employees, officers, shareholders and directors, from any and all claims, damages, fines, judgments, penalties, costs, expenses or liabilities (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees) arising during or after the Lease Term from or in connection with the use, storage, generation or disposal of Hazardous Substances in, on or about the Land, Building or Demised Premises by Lessee or any of its agents, employees, contractors, invitees or licensees.

(b) As used herein, "Hazardous Substances" means any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by "Environmental Laws". The term "Environmental Laws" means Federal, State and local laws and regulations, judgments, orders and permits governing safety and health and the protection of the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, as amended (CERCLA), the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 *et seq.*, the Clean Water Act, 33 U.S.C. 1251 *et seq.*, the Clean Air Act, 42 U.S.C. 7401 *et seq.*, the Toxic Substance Control Act, 15 U.S.C. 2601 *et seq.*, and the Safe Drinking Water Act, 42 U.S.C. 300f through 300j. "Hazardous Substances" includes any and all materials or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local government law. "Hazardous Substances" also includes asbestos, polychlorinated biphenyls ("PCBSs") and petroleum products.

33. **MISCELLANEOUS:**

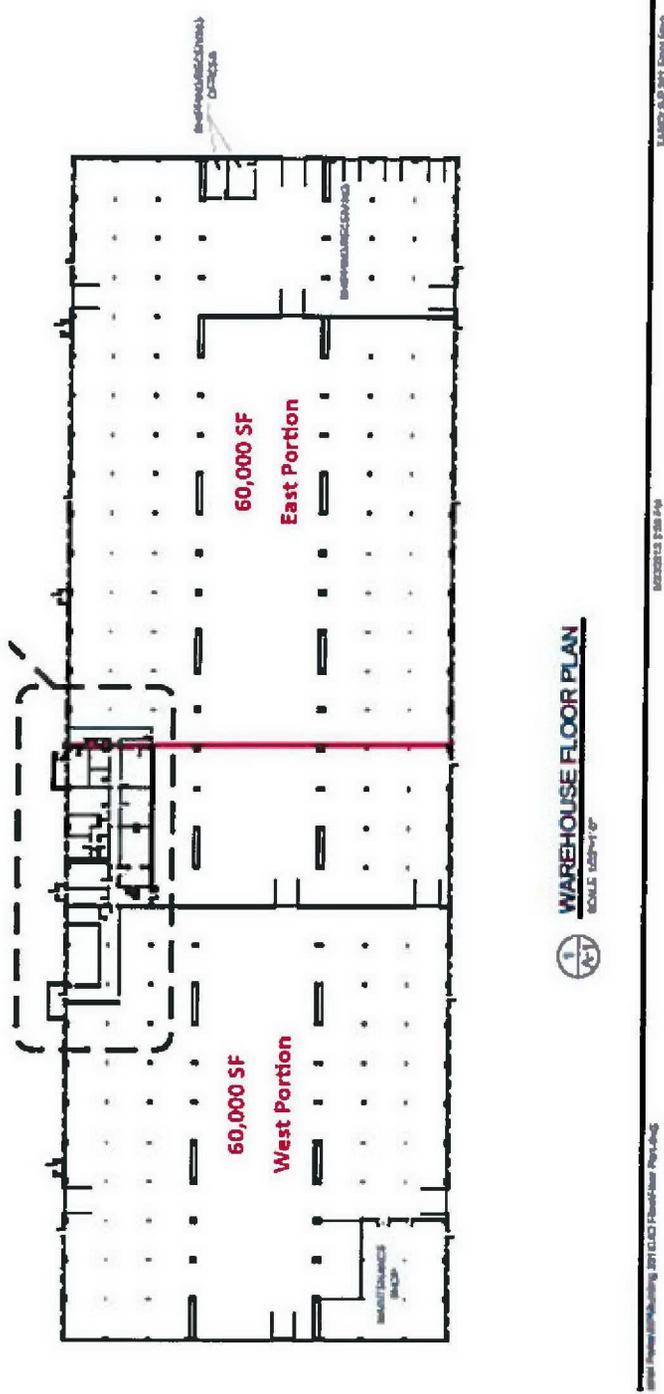
- (a). **References.** All personal pronouns used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. The use herein of the word "including" or "include" when following any general statement, term or matter shall not be construed to limit such statement, term or matters to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", or "but not limited to," or words of similar import) is used with reference thereto. All references, if any, to "mortgage" and "mortgagee" shall include deeds of trust and beneficiaries under deeds of trust, respectively. All Exhibits and Riders (if any) referenced and attached to this Lease are incorporated in this Lease by this reference. The captions preceding Sections of this Lease have been inserted solely as a matter of convenience, and such captions in no way define or limit the scope or intent of any provision of this Lease.
- (b). **Successors and Assigns.** The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and, except as otherwise provided herein, their respective personal representatives and successors and assigns.

- (c). Severability. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.
- (d). Construction. This Lease shall be governed by and construed in accordance with the laws of the State of New York, without regard for such State's choice of law requirements.
- (e). Delivery for Examination. Delivery of this Lease to Lessee shall not bind Lessor in any manner, and no lease or obligations of Lessor shall arise until this Lease is signed by both Lessor and Lessee and delivery is made to each.
- (f). Lessee Authority. Lessee warrants, covenants and represents that it is duly organized and qualified to do business in the State of New York, and it has the power and authority to enter into this and the person executing this Lease on behalf of Lessee hereby covenants, warrants, and represents that he or she is authorized to enter into this Lease on behalf of Lessee.
- (g). No Construction Against the Preparer of this Lease. This Lease has been prepared by the Lessor and its professional advisors and reviewed by the Lessee and its professional advisors. Lessor, Lessee, and their separate advisors believe that this Lease is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Lessor or Lessee or against Lessor or Lessee merely because of their efforts in preparing it.
- (h). Personal Jurisdiction. The Lessee hereby submits to personal jurisdiction in the State Courts of the State of New York or any Federal Court sitting therein and consents to the nonexclusive jurisdiction of such court and service of process in any suit being made upon the Lessee by mail at the address set forth herein.
- (i). Lease Year. The term "Lease Year" shall mean the twelve (12) month period commencing on the "Commencement Date" and each twelve (12) full calendar month period thereafter.
- (j). Integration. This Lease supersedes and renders null and void all previous understandings, promises, covenants and conditions, whether written or verbal, with respect to Lessor's leasing of the Demised Premises to Lessee.
- (k). Additional Rent. All sums of money payable by Lessee to Lessor hereunder (exclusive of Base Rent) shall be deemed Additional Rent, regardless of whether or not specifically referred to as Additional Rent in this Lease.
- (l). Waiver of Jury Trial. Except for an action, proceeding or counterclaim brought by either Lessor or Lessee against the other for personal injury or property damage, Lessor and Lessee hereby waive trial by jury in any action or proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, or Lessee's use or occupancy of the Demised Premises, including any emergency or other statutory remedy with respect thereto.
- (m). Counterparts. This Lease may be executed in one or more counterparts, each of which, when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- (n). Representations and Warranties. The parties represent and warrant that: (1) each has the right to enter into and perform its respective obligations under this

Agreement; (2) the Lease granted does not and will not violate any third party's rights; and (3) the Demised Premises are not subject to any liens or encumbrances that have not already been disclosed to Lessee in writing. Each of the parties further represents and warrants that: (1) its business operates in compliance with applicable State law; (2) it has not been found by any government authority or court to have violated any criminal or civil law or regulation; and (3) to the best of its knowledge, its shareholders, directors, officers, and management employees have not been convicted of any drug-related criminal offense or of a crime related to fraud or dishonesty. To Lessor's knowledge, the building is in compliance with all applicable requirements with regard to any hazardous materials. Should any hazardous materials be found within the Demised Premises, Lessor will be responsible for abatement, provided such hazardous materials were not brought in by Lessee.

34. **NO RECORDATION:** Lessee shall not record or file with any recording clerk's office, either this Lease or any notice or memorandum of this Lease without the express written consent of Lessor, which consent may be withheld in Lessor's sole discretion and which consent, if given, may be conditioned upon Lessee placing in escrow with Lessor's attorney a document discharging of record any such recorded or filed document. If Lessee shall record or file this Lease, or any notice or memorandum thereof without first receiving Lessor's written consent thereto, the Lessor may, and Lessee hereby irrevocably appoints Lessor its agent, coupled this interest to, discharge of record any such recordation or filing at Lessee's expense. The provisions of this Paragraph 34 shall survive the expiration or sooner termination of this Lease.
35. **RELOCATION:** [Intentionally deleted prior to execution].
36. **EARLY TERMINATION:**
- (a) Lessee may terminate the Lease, without penalty and with a full refund of any pre-paid rent allocable to the period of time following Lessee's termination, in the event that it is not able to secure all local approvals that may be necessary for the operation of its business at the Demised Premises provided no event of default shall have occurred and be continuing at the time when Lessee notifies Lessor of its termination under this Paragraph 36(a).
 - (b) In addition, provided (i) no event of default shall have occurred and be continuing at the time of the giving of the Notice (as hereinafter defined) or at any time thereafter, (ii) Lessee shall give and Lessor shall receive at least thirty (30) days' prior written notice, together with evidence that New York State has either revoked or not renewed Lessee's medical marijuana license (the "Notice"), and (iii) Lessee shall pay to Lessor a cash lease termination fee (the "Fee") contemporaneously with the Notice, in an amount equal to six months Base Rent, plus triple net expenses and any unamortized costs of brokerage fees, Lessee shall have the right to cancel this Lease effective as of the last day of any calendar month, and shall not have any further obligation under this Lease after the termination of the Lease except those obligations which are expressly stated to survive the expiration of or termination of the Lease.

EXHIBIT A – FLOOR PLAN



Glenville Business and Tech Park --- Building 201
Fiorello Pharmaceuticals Inc.

EXHIBIT B - RENTAL AND TERM SCHEDULE

Building 201 consisting of approximately 120,000 square feet (or, before September 1, 2015, 60,000 square feet in the West portion of the Building), located in the Glenville Business and Technology Park

Lease Term: Five (5) years

Term Dates: See Section I

Lease Rates: [REDACTED]

The Base Rent shall be increased by \$ [REDACTED] per year during the Lease Term and any subsequent Renewal Terms.

Triple Nets: \$ [REDACTED] per square foot, per annum (subject to adjustments) as follows:

- \$ [REDACTED] = Insurance
- \$ [REDACTED] = Taxes
- \$ [REDACTED] = Operating Costs
- \$ [REDACTED] x 120,000sq. ft. = \$ [REDACTED] annually / \$ [REDACTED] monthly

Total estimated monthly payments for the first Lease Year = \$ [REDACTED]

EXHIBIT C – SNOW REMOVAL POLICY

**GLENVILLE BUSINESS AND TECHNOLOGY PARK
SNOW PLOWING POLICY**

Snowplowing within the Glenville Business and Technology Park (the "Park") will commence whenever three (3) inches or more of snow has fallen during any given snowstorm.

Subject to unforeseen circumstance, equipment breakdowns and other circumstances beyond Lessor's reasonable control, all main roads, walkways and any parking lots that are required to be cleared pursuant to the provisions of a contract or lease will be cleared within eight (8) hours after the commencement of plowing clearing.

Sanding and salting of lessee parking areas shall only be performed when specifically required under the terms of the individual lessee's lease, and then only in the event that the outside temperature is not less than 25° Fahrenheit. In all other instances, sanding and salting of lessee parking areas shall only be performed after request therefore from the applicable lessee, and at the sole cost and expense of such lessee. Each lessee has been advised that the use of salt on a parking area and walkway, when followed by periods of extreme cold weather, can result in the build-up of ice on the surface which cannot be completely removed by subsequent clearing operations.

All lessees are required to cooperate in all reasonable respects with Lessor's snow clearing efforts, including, without limitation, causing all lessee vehicles located on a parking area to be removed so as to allow Lessor's snow plows unobstructed access to the parking area. Each lessee acknowledges that Lessor has informed it that if any tenant vehicles are left on the parking area, they may interfere with Lessor's snow clearing efforts and the presence of vehicles on the parking area during snow clearing activities may result in either damage to the lessee's vehicle and/or such vehicle being covered in and/or surrounded by snow. Lessor agrees to take commercially reasonable efforts to (i) notify each lessee of the estimated time when such lessee's parking lot is to be cleared so as to allow such lessee to cause all vehicles to be removed from the parking area and (ii) avoid damaging lessee vehicles improperly left on parking areas.

All lessees acknowledge that, because of extreme weather and wind conditions that from time to time occur in Upstate New York, Lessor cannot assure any lessee that compliance by Lessor of the snow clearing policy will always result in roadways parking areas, and walkways being, or remaining, free from ice or snow.

LEASE

THIS LEASE (herein referred to as the "Lease"), dated as of June 2, 2015, between 924 Restaurant LLC, a New York limited liability company having its principal place of business at 10-30B 154th Street, Whitestone, New York 11357 (herein referred to as "Landlord"), and Fiorello Pharmaceuticals, Inc. a New York Corporation having its principal place of business at 205 East 42nd Street, 15th Floor New York, NY 10017 (herein referred to as "Tenant").

RECITALS

A. Landlord is the owner in fee simple of the land (herein referred to as the "Land") located at 917 Northern Blvd., Great Neck, New York, and the building, improvements and future improvements located thereon (herein, collectively referred to as the "Building"), all as more particularly described on the attached Exhibit A, and referred to as the Demised Premises.

B. Tenant desires to lease the Demised Premises to be improved pursuant to attached plans (as herein defined) from Landlord, and Landlord desires to lease to Tenant, the Demised Premises to be improved pursuant to attached plans upon the terms and conditions hereinafter set forth (Exhibit B).

NOW, THEREFORE, in consideration of the mutual agreements contained herein, Landlord and Tenant hereby agree as follows:

SCHEDULE OF DEFINITIONS

In addition to the other terms defined in this Lease, the following terms shall have the meanings set forth herein unless the context otherwise requires:

- a. "AAA" shall mean AAA as defined in Section 29.01.
- b. "Additional Rent" shall mean Additional Rent as defined in Section 2.06.
- c. "Bankruptcy Code" shall mean the Bankruptcy Code of 1978, as same may be amended.
- d. "Base Rent" shall mean Base Rent as defined in Section 2.02.
- e. "Commencement Date" shall mean Commencement Date as defined in Section 1.02.
- f. "Company" shall mean Company as defined in Section 29.01.
- g. "Condemnation Proceeds" shall mean Condemnation Proceeds as defined in Section 11.03.
- h. "Constructive Total Taking" shall mean Constructive Total Taking as defined in Section 11.01(b).
- i. "Default Termination Notice" shall mean Default Termination Notice as defined in Section 9.01(f).
- j. "Demised Premises" shall mean the Demised Premises as defined in Section 1.01.
- k. "Event of Default" shall mean Event of Default as defined in Section 9.01.
- l. "Exercise Notice" shall mean Exercise Notice as defined in Section 12.03.
- m. "Expiration Date" shall mean Expiration Date as defined in Section 1.02.
- n. "Governmental Authority" and "Quasi-Governmental Authority" shall mean all federal, state, city, and local authorities, agencies, departments, commissions, boards, bureaus or instrumentalities or of any of them, now or hereafter having or claiming jurisdiction over the Demised Premises.

- o. “Gross Leasable Area” shall mean Gross Leasable Area as defined in Section 10.03.
- p. “Hold Over Charge” shall mean Hold Over Charge as defined in Section 18.26.
- q. “Improvements” shall mean Improvement as defined in Section 4.01.
- r. “Indemnitees” shall mean Indemnitees as defined in Section 6.03.
- s. “Insurance Requirements” shall mean all terms of or incorporated by reference into any insurance policy (including the requirements of the Board of Fire Underwriters and the Fire Insurance Rating Organization) covering or applicable to the Demised Premises or any part thereof.
- t. “Land” shall mean land as defined in the first Recital to this Lease.
- u. “Landlord” shall mean 924 Restaurant, LLC, a New York limited liability company, and its successors and assigns.
- v. “Landlord’s Work” shall mean Landlord’s Work as defined in Exhibit B.
- w. “Lease” shall mean this Lease, as same may be amended or modified from time to time.
- x. “Lease Year” shall mean Lease Year as defined in Section 2.01.
- y. “Legal Requirements” shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, directions, health, safety, environmental and other requirements of any Governmental Authority and any Quasi-Governmental Authority, which now or at any time hereafter may be applicable to the Demised Premises or any part thereof.
- z. “Notice” shall mean Notice as defined in Section 18.02.
- aa. “Recapture Sublease” shall mean Recapture Sublease as defined in Section 12.03.
- bb. “Rent” shall mean Rent as defined in Section 2.06
- cc. “Rent Commencement Date” shall mean Rent Commencement Date as defined in Section 1.03.
- dd. “Substantially completed” shall mean substantially completed as defined in Section 1.04.
- ee. “Successor Landlord” shall mean Successor Landlord as defined in Section 14.03.
- ff. “Superior Lease” shall mean Superior Lease as defined in Section 13.01
- gg. “Superior Mortgage” shall mean Superior Mortgage as defined in Section 13.01.
- hh. “Systems” shall mean Systems as defined in Section 4.01.
- ii. “Taking” shall mean Taking as defined in Section 11.01.
- jj. “Taxes” shall mean Taxes as defined in Section 7.01
- kk. “Temporary Taking” shall mean Temporary Taking as defined in Section 11.08.
- ll. “Tenant” shall mean Fiorello Pharmaceuticals, Inc. a New York Corporation, and its respective successors and assigns.
- mm. “Tenant’s Delay” shall mean Tenant’s Delay as defined in Section 1.04(b).
- nn. “Tenant’s Fixtures and Equipment” shall mean Tenant’s Fixtures and Equipment as defined in Section 2.09.

- oo. "Tenant's Proportionate Share" shall be deemed to mean 100.00%.
- pp. "Tenant's Tax Payment" shall mean Tenant's Tax Payment as defined in Section 7.01.
- qq. "Tenant's Work" shall mean Tenant's Work as defined in Section 1.05.
- rr. "Term" shall mean Term as defined in Section 1.02.
- ss. "Termination Date" shall mean Termination Date as defined in Section 12.03.
- tt. "Unavoidable Delays" shall mean Unavoidable Delays as defined in Section 18.07.
- uu. "Use" shall mean the Use as defined in Section 5.01.

**ARTICLE I.
DEMISED PREMISES/TERM OF LEASE**

Section 1.01 Demised Premises. Landlord, for and in consideration of the rents and covenants herein specified to be paid and performed by Tenant, hereby leases to Tenant and Tenant hereby hires from Landlord, on the terms and conditions herein set forth, the entire Building (referred to herein as the "Demised Premises").

Section 1.02 Term.

(a) The term of this Lease (herein referred to as the "Term") shall commence on August 1, 2015 (the "Commencement Date") and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall terminate at 11:59 p.m. on the last day of the tenth (10th) Lease Year (July 31, 2025) (herein referred to as the "Expiration Date") unless extended as per option periods herein or terminated earlier in accordance with this Lease.

(b) Tenant shall have the right (each an "Extension Option") to renew the Term with respect to all (but not less than all) of the Demised Premises for two (2) additional consecutive periods of 5 Lease Years each (each an "Extension Term"; collectively, the "Extension Terms"), under and pursuant to the provisions of this Section 1.02(b):

(i) Tenant shall exercise an Extension Option by delivering to Landlord written notice (the "Extension Notice") on or before the date ("Extension Decision Date") that is six (6) months prior to the Expiration Date or the expiration date of the first Extension Term, as applicable. The applicable Extension Term shall begin on the day immediately following the date that, prior to the exercise of the applicable Extension Option, previously had been the Expiration Date or the expiration date of the first Extension Term, as applicable.

(ii) The extension of the Lease Term by Tenant's exercise of the Extension Option shall be contingent upon there being no uncured Event of Default on the date Tenant exercises the Extension Option.

(iii) In the event that Tenant exercises an Extension Option, the Extension Term shall be on the same terms and conditions as specified for the then-expiring Term of the Lease, except that (A) the Base Rent during the applicable Extension Term shall be the greater of (I) the Base Rent for each Lease Year of the applicable Extension Term as set forth in Section 2.02(b) below, or (II) the "Fair Market Rent" (determined pursuant to the procedures and with the rights and obligations of the parties as set forth in Sections 1.02(b)(v) and 1.02(b)(vi) below) of the Demised Premises in effect at the commencement of the Extension Term, (B) there shall be no tenant improvement allowance, Landlord's Work or other tenant concessions, and (C) there shall be no further right of extension after the second Extension Term.

(iv) If Tenant fails to exercise the Extension Option or if Tenant had no right to exercise the Extension Option, then the Lease shall expire on the last day of the then-current Term, and Tenant shall vacate and surrender the Demised Premises to Landlord in the condition required by the Lease on or before such date.

(v) (A) The term “Fair Market Rent” shall mean the applicable market rent, being charged at the time of Tenant’s exercise of the Extension Option for 5-year leases of similar buildings of age, location and condition reasonably comparable to that of the Building and located in Great Neck, New York, taking into account all relevant factors, including without limitation allowances, rent-free periods and inducements being offered by landlords and the applicable market rent of similar space in the Building leased within the preceding 12 months, with appropriate adjustments to take account of variations in condition of the Demised Premises, location, building size and condition, and tenant size and creditworthiness.

(B) If Tenant so elects, prior to giving notice exercising its Extension Option and not more than fourteen (14) months prior to the Expiration Date, Tenant may deliver written notice to Landlord requesting Landlord’s determination of the Fair Market Rent that Landlord would charge during the Extension Term if Tenant exercises its Extension Option (a “Determination Request”). Landlord shall determine the Fair Market Rent for the Extension Term and give Tenant notice thereof within thirty (30) days after receipt of the Determination Request, whereupon, if Tenant disagrees with such determination, Tenant may elect either not to exercise its Extension Option or to exercise its Extension Option on or before the Extension Decision Date and thereafter have the Fair Market Rent determined as hereinafter provided. If Tenant has delivered a Determination Request, Tenant shall include with its notice exercising the Extension Option, as a condition to the validity of such notice, Tenant’s written estimate of Fair Market Rent (“Tenant’s Estimate”). If Tenant agrees with Landlord’s determination of the Fair Market Rent, Tenant shall confirm such agreement in Tenant’s notice exercising the Extension Option.

(C) Solely if Tenant has not elected to timely deliver a Determination Request to Landlord prior to exercising its Extension Option, within thirty (30) days after Landlord’s receipt of Tenant’s Extension Notice, Landlord shall deliver to Tenant Landlord’s written estimate of Fair Market Rent (“Landlord’s Estimate”). If Tenant disagrees with Landlord’s Estimate, Tenant shall deliver to Landlord notice of Tenant’s Estimate within thirty (30) days following Tenant’s receipt of Landlord’s Estimate. If Tenant fails to deliver Tenant’s Estimate within said thirty (30) day period, the Fair Market Rent shall be the Landlord’s Estimate.

(D) Within thirty (30) days after Landlord’s receipt of Tenant’s Estimate under either clause (B) or clause (C) of this Section 1(c) (v), Landlord shall deliver to Tenant written notice either agreeing in writing with Tenant’s Estimate or disagreeing with Tenant’s Estimate and informing Tenant that Fair Market Rent shall be determined by the method set forth in Section 1(c)(vi) below.

(vi) If Landlord and Tenant do not agree on the Fair Market Rent pursuant to Section 1(c)(v) above, the Fair Market Rent shall be determined in accordance with this Section 1(c)(vi). Within fifteen (15) business days following Landlord’s delivery to Tenant of its notice of disagreement of Tenant’s Estimate or the thirtieth (30th) day after Landlord’s receipt of Tenant’s Estimate if Landlord does not respond to Tenant’s Estimate, Landlord and Tenant shall each give notice to the other appointing one real estate broker licensed in New York with at least ten (10) years’ experience in commercial leasing in Nassau County. If either Landlord or Tenant fails to appoint a broker, and such failure continues for ten (10) days after written notice from the party that did appoint its broker, the Fair Market Rent shall be determined by the sole broker so appointed. The brokers so appointed will each determine his or her estimate of the Fair Market Rent and deliver such estimate to the other broker and to Landlord and Tenant within fifteen (15) business days after the appointment of the final broker. If either broker fails to deliver his or her estimate of the Fair Market Rent within such fifteen (15) business day period, and such failure continues for ten (10) business days after written notice from the party whose broker did deliver its estimate, the Fair Market Rent shall be the amount determined by the broker that did deliver his or her estimate of the Fair Market Rent within such fifteen (15) business day period. If the lower of the two estimates of the Fair Market Rent is within ten percent (10%) of the higher of the two estimates, the average of the two estimates shall be the Fair Market Rent. If the lower of the two estimates is greater than ten percent (10%) less than the higher of the two estimates, the two brokers shall within ten (10) business days after the delivery of the second estimate jointly appoint a third real estate broker

licensed in New York with at least ten (10) years' experience in commercial leasing in the Nassau County. If the two brokers do not agree on the identity of the third broker who is willing to accept such engagement within said ten (10) business day period, the third broker shall be appointed by any judge of the Supreme Court sitting in Queens, New York. The third broker shall have fifteen (15) days from his or her appointment to deliver his or her estimate of the Fair Market Rent and deliver such estimate to the other brokers and to Landlord and Tenant. The Fair Market Rent shall be the average of the two closest Fair Market Rent determinations submitted by the three brokers. The determination of Fair Market Rent made under this Section 1.02(b)(vi) shall be binding on Landlord and Tenant.

(vii) Each party shall pay the expense of its broker and one half of the expenses associated with the third broker.

(viii) Following the determination of Fair Market Rent, Landlord shall prepare an amendment to the Lease evidencing the extension of the Term for the applicable Extension Term, and the Base Rent for such Extension Term (determined in accordance with Sections 1.02(b)(iii), 1.02(b)(v) and 1.02(b)(vi) above). Landlord and Tenant shall promptly execute and deliver the amendment to one another, but the failure of either party to execute such amendment shall not impair or delay the effectiveness of the new Base Rent.

Section 1.03 Rent Commencement. Tenant shall commence paying Rent under this Lease (the "Rent Commencement Date") on the later to occur of (X) (a) substantial completion of Landlord's Work in the Demised Premises, or (b) the date on which Landlord's Work in the Demised Premises, would have been substantially completed but for Tenant's Delay, or (Y) six months after the Commencement Date.

Section 1.04 Substantial Completion.

(a) Landlord's Work shall be deemed "substantially completed" on that date which is five (5) days after Landlord delivers written notice to Tenant that Landlord has substantially completed all major items of Landlord's Work and the Demised Premises are accessible and reasonably usable, notwithstanding the fact (i) that minor or insubstantial details of construction, mechanical adjustment or decoration remain to be performed, the non-completion of which do not materially interfere with Tenant's use of the Demised Premises, and (ii) that Landlord's Work has been substantially completed except for portions thereof which shall be completed upon the completion of Tenant's Work,

(b) If the completion of Landlord's Work as to the Demised Premises shall be delayed due to any act or omission of Tenant or any of its employees, agents or contractors or failure by Tenant to promptly respond to Landlord's request for information or approvals with regard to Landlord's Work, or Tenant's changes to the plans or specifications for Landlord's Work, or any failure to plan or to execute Tenant's Work diligently and expeditiously ("Tenant's Delay"), the Demised Premises shall be deemed ready for occupancy on the date when they would have been ready but for the Tenant's Delay.

(c) From and after the date Tenant shall take actual possession of the Demised Premises it shall be conclusively presumed that the same were in satisfactory condition as of the date of such taking of possession, unless within thirty (30) days after such date Tenant shall give Landlord notice specifying the respects in which the Demised Premises were not in satisfactory condition.

Section 1.05 As-Is. (a) Tenant has thoroughly examined the Demised Premises and is fully familiar with the condition thereof, and, except as specifically set forth in this Lease, neither Landlord nor Landlord's agents have made any representations, warranties or promises, either express or implied, with regard to the physical condition of the Demised Premises, the use or uses to which the Demised Premises may be put. It is expressly understood that Landlord shall not be liable for any latent or patent defects in the Demised Premises. Tenant agrees to accept the Demised Premises "as is" and in such condition as the same may be in on the date of substantial completion and, except for the work set forth on Exhibit B attached hereto, Landlord shall not be obligated or required to do any work or to make any alterations or decorations or install any fixtures, equipment or improvements, or make any repairs or replacements to or in the Demised Premises to prepare or fit the same for Tenant's use or for any other reason whatsoever. Unless specifically agreed otherwise or in the Plans, if any, attached hereto, all Landlord's Work shall

be of material, design, finish and color of the building standard adopted from time to time by Landlord. The installations, facilities, materials and work to so be furnished, installed and performed in the Demised Premises by Landlord that are required by this Lease at Landlord's expense are hereinafter and in Exhibit B. All other installations, facilities, materials and work which may be undertaken by or for the account of Tenant to prepare, equip, decorate and furnish the Demised Premises for Tenant's occupancy, shall be at Tenant's expense. In the event specific locations or dimensions are not provided for the furnishing or installation of any particular item of Landlord's Work the judgment of Landlord reasonably exercised shall be binding on Tenant. In no event shall Landlord be required to provide any material, work or installation not specifically described or included in Landlord's Work, except if any such material, work or installation shall be necessary in order for Landlord to obtain a temporary certificate of occupancy for the Demised Premises. All other work to be performed in the Demised Premises to prepare the same for Tenant's use and occupancy which are not set forth in Exhibit B annexed hereto and made a part hereof shall be deemed to be "Tenant's Work" and all such Tenant's Work shall be performed by Tenant at its sole cost and expense and in accordance with all Legal Requirements and the requirements of any applicable Governmental Authority and Quasi-Governmental Authority. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that (i) Tenant's Work includes the installation of all lights and lighting fixtures other than high-hats installed pursuant to the Landlord's Work Plans and (ii) the purchase and installation of furniture, furnishings, fixtures and equipment is part of Tenant's Work and not Landlord's Work.

Section 1.06 Tenant's Right to Perform Work. Notwithstanding anything herein contained to the contrary, when Landlord's Work has progressed sufficiently to permit Tenant to perform Tenant's Work without interfering with Landlord's Work (but prior to delivery of possession of the Demised Premises to Tenant), Tenant shall be permitted to perform certain work within the Demised Premises prior to the delivery by Landlord of the applicable portions thereof as herein provided. Upon and after any entry to the Demised Premises by Tenant, all of Tenant's obligations under this Lease shall be applicable except for Tenant's obligation to pay Rent. During this period, Tenant shall not interfere with any work being performed or to be performed by Landlord or with any tenant or occupant of the Building. If any work or other action done by or on behalf of Tenant results in a stoppage of Landlord's Work, or interferes with any other tenant or occupant of the Building, Tenant shall immediately cease such work or other action so that the Landlord's Work may be resumed. All entry on the Demised Premises by Tenant, and all work done by Tenant, shall be done at Tenant's sole risk. All work performed by Tenant shall be performed in accordance with good construction practices and applicable legal requirements. Tenant agrees to comply with all of Landlord's construction and labor regulations.

**ARTICLE II.
RENT**

Section 2.01 Lease Year. For the purposes of this Lease, the term "Lease Year" shall mean for the first Lease Year, the period commencing on the Commencement Date, and ending on the last day of the twelfth (12th) full month thereafter, both dates inclusive; and for each subsequent Lease Year, the consecutive twelve (12) month periods commencing on the first day following the end of the previous Lease Year.

Section 2.02 Base Rent, Miscellaneous Charges. Tenant shall pay Landlord annual base rental (herein referred to as "Base Rent") at the rate and times set forth below.

(a) During the Initial Term, Tenant shall pay Base Rent as follows:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	██████████	██████████
2	██████████	██████████
3	██████████	██████████
4	██████████	██████████
5	██████████	██████████
6	██████████	██████████
7	██████████	██████████
8	██████████	██████████
9	██████████	██████████

(b) During the Extension Terms, Tenant shall pay Base Rent as determined by Sections 1.02(b)(iii), 1.02(b)(v) and 1.02(b)(vi) above, and the following amounts shall be used for purposes of Section 1.02(b)(iii)(A)(I):

First Extension Term: compounded 4% annual increases

11		
12		
14		
15		

Second Extension Term: compounded 4% annual increases

16		
17		
18		
19		
20		

(c) All Rent and Additional Rent shall be made payable to Naro Management Inc. with an address at 10-30B 154 Street, Whitestone N.Y. 11357 unless directed otherwise in writing by Landlord.

Section 2.03 Time of Payment. Base Rent shall be payable in equal monthly installments in advance on the Rent Commencement Date and on the first day of each and every calendar month during the Term, without previous demand therefor and without any without abatement, setoff, deferment, diminution or reduction or deduction whatsoever. If the Rent Commencement Date occurs on a day other than the first day of a calendar month, the Base Rent shall be prorated for such month on a per diem basis. Landlord agrees that the Tenant's base rent shall be waived for the first six months after the Commencement Date.

Section 2.04 Manner of Payment. Base Rent and all other sums payable by Tenant to Landlord hereunder shall be payable in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts by wire transfer, check drawn on a bank having an office in the State of New York, or direct deposit to Landlord's designated bank account in cash and shall be paid to Landlord at Landlord's address set forth in the preamble of this Lease or at such other address of Landlord as Landlord from time to time may designate in writing or to such agent or person or persons as Landlord from time to time may designate in writing. Landlord at Landlords request at any time can demand that all rents be by direct deposit to an account of the Landlords choosing on the first of each month.

Section 2.05 Triple Net Lease. Except as otherwise specifically provided herein, it is the purpose and intent of Landlord and Tenant that the Base Rent and Additional Rent shall be absolutely Triple net to Landlord, so that this Lease shall yield, net to Landlord, the Base Rent and Additional Rents, and that all costs, fees, interest, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Demised Premises which may arise or become due shall be paid or discharged by Tenant as Additional Rent, without notice or demand, and without abatement, deduction or setoff, and save Landlord harmless from and against all costs, insurance premiums and expenses and obligations of every kind and nature whatsoever relating to the Demised Premises which may arise. Tenant shall pay the real estate taxes levied against the Land and the Building as Additional Rent.

Section 2.06 Additional Rent. Except as otherwise specifically provided herein, Tenant shall pay or cause to be paid without notice, except as may be required by this Lease, and without abatement, deduction, set-off, deferment, diminution or reduction, as additional rent (herein referred to as "Additional Rent"), all sums, costs, fees, interest, charges, expenses, obligations, reimbursements and other payments which Tenant in any of the provisions of this Lease assumes or agrees to pay or which Tenant agrees are to be at the expense of Tenant or as to which Landlord shall legally become entitled to receive from Tenant pursuant to the provisions of this Lease. In the event of non-payment of Additional Rent within the applicable notice and grace period, Landlord shall have, in addition to all other rights and remedies, all the rights and remedies provided for herein or by law in the case of non-payment of the Base Rent.

For purposes of this Lease, the term “Rent” shall mean the aggregate of Base Rent and Additional Rent.

Section 2.07 Late Charge. If Tenant is late in making any payment due to Landlord from Tenant under this Lease for seven (7) or more days, then Tenant shall pay to Landlord, as Additional Rent and as a late charge, a sum equal to [REDACTED] of the amount overdue. Such late charge for monthly Base Rent shall be reoccurring and shall also be due on the first day of each subsequent month following the initial month that the Base Rent was not paid in full when due. In addition, in the event any payment of Rent is past due for greater than thirty (30) days then Tenant shall also pay as Additional Rent an amount equal to the interest on such payment from the date upon which it was due until paid, which interest shall be computed at the rate equal to the greater of (i) one (1.0%) percent per month or (ii) [REDACTED] percent per annum over the then announced prime rate of JPMorgan Chase Bank or any other national bank selected by Landlord, but such amount shall in no event be in excess of the maximum lawful rate of interest.

Section 2.08 Document Production. Tenant shall deliver to Landlord copies of all federal, state and local tax returns of any kind or description, together with proof of payment, of Tenant, any operating company and Guarantor within fifteen (15) days after filing such returns if requested by Landlord’s Bank..

EQUIPMENT AND MAINTENANCE

Section 2.09 Tenant’s Fixtures and Equipment. Tenant’s obligations with respect to Tenant’s Fixtures and Equipment:

(a) Any and all trade fixtures, furniture, moveable office furniture and equipment, security cameras and related equipment, and moveable personal property purchased by or belonging to Tenant and installed on the Demised Premises by Tenant shall be referred to as “Tenant’s Fixtures and Equipment”. All alterations not constituting Tenant’s Fixtures and Equipment, fixtures and paneling, partitions, railings and like installations and, installed in the Demised Premises at any time, either by Tenant or by Landlord on Tenant’s behalf, shall, upon installation, become the property of Landlord and shall remain upon and be surrendered with the Demised Premises unless Landlord, by notice to Tenant no later than five (5) days prior to the Expiration Date or the expiration of a Renewal Term, or sooner termination of this Lease, elects to relinquish Landlord’s right thereto and to have them removed by Tenant, in which event the same shall be removed from the Demised Premises by Tenant prior to the expiration of this Lease, at Tenant’s expense. Nothing in this Article shall be construed to give Landlord title to or to prevent Tenant’s removal of Tenant’s Fixtures and Equipment, but upon removal of any such from the Demised Premises or upon removal of other installations as may be required by Landlord, Tenant shall immediately and at its expense, repair and restore the Demised Premises to the condition existing prior to installation and repair any damage to the Demised Premises due to such removal. All property permitted or required to be removed by Tenant remaining in the Demised Premises at the Expiration Date or sooner termination of this Lease after Tenant’s removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord’s property or may be removed from the Demised Premises by Landlord, at Tenant’s expense.

(b) Any of Tenant’s Fixtures and Equipment which shall remain in the Demised Premises following the expiration or termination of the Term, may, at the option of Landlord, be deemed to have been abandoned and either may be retained by Landlord as its property or be disposed of by Landlord at Tenant’s expense, without accountability to Tenant, in such manner as Landlord may see fit.

ARTICLE III. SECURITY

Section 3.01 Tenant shall deliver to Landlord a security deposit in accordance with the schedule set forth below:

(a) Upon execution of this Lease, Tenant will deliver \$ [REDACTED] to Landlord representing [REDACTED] (\$ [REDACTED] to reimburse Landlord for carrying the Demised Premises for June and July 2015 pending Tenant’s application for Licensing and [REDACTED]

████████████████████) to reimburse Landlord for legal expenses incurred by landlord in drafting this Lease prior to licensing approval of Tenant.

(b) Within ten (10) days after the Commencement Date, Tenant shall deliver an additional \$██████████ to Landlord representing Security along with the first month's rent in the amount of \$██████████

(c) The above sum of money representing Security is not required to be held in a separate account by the Landlord, and shall not earn interest, unless required by law at the time of execution of this Lease.

(d) Tenant's failure to pay one or more of the foregoing installments shall be deemed a failure to pay Base Rent, for which Landlord shall have all remedies hereunder.

Section 3.02 It is agreed that in the event Tenant defaults under the terms of this lease beyond the expiration of all grace periods, Landlord may (but shall not be required to), without notice to Tenant, use or apply the whole or any part of the security so deposited for any sum Landlord may expend by reason of Tenant's default, or for the payment of any past-due Base Rent or Additional Rent. In the event Landlord shall apply all or any portion of Tenant's security deposit in accordance with this lease, Tenant shall within ten (10) days of demand deposit with Landlord an amount sufficient to restore such security deposit to the amount set forth in this Article IV. If Landlord retains or applies all or a portion of Tenant's security deposit as a result of Tenant's default in the payment of Base Rent or Additional Rent and Tenant fails to restore the same as aforesaid, Tenant's failure to restore such security deposit shall be deemed to be a default in the payment of Additional Rent, for default in the payment of which Landlord shall have the same remedies as for a default in the payment of Base Rent.

Section 3.03 In the event of a sale or lease of the Building, Landlord shall (a) transfer the security deposit to the purchaser, and, to the extent such funds are or is actually transferred by Landlord, Landlord shall thereupon be released by Tenant from all liability for the return of such security deposit, and (b) require the purchaser to assume in writing the responsibility of holding the security deposit pursuant to this Lease.

Section 3.04 Tenant agrees that it shall not assign or encumber the funds deposited as security hereunder.

ARTICLE IV. TENANT IMPROVEMENTS

Section 4.01 Changes and Alterations by Tenant.

(a) Tenant may, without the consent of Landlord, from time to time during the Term and at Tenant's sole expense, make such non-structural alterations, additions, installations, substitutions, improvements and decorations that do not affect any Systems (hereinafter collectively called changes and, as applied to changes provided for in this Article, "Improvements") in and to the Demised Premises, the estimated cost of which does not exceed ██████████, as Tenant may reasonably consider necessary for the conduct of its business therein, on the following conditions:

- (i) The Improvements will not result in a violation of or require a change in any certificate of occupancy applicable to the Demised Premises;
- (ii) In performing the work involved in making such Improvements, Tenant shall be bound by and observe all of the terms of this Article Four; and
- (iii) In circumstances where Landlord's consent is not required pursuant to Section 4.01 (a) above, Tenant shall give Landlord at least ten (10) days prior written notice detailing the Improvement,
- (iv) All work performed shall be performed by only licensed, and insured contractors approved by the Landlord, said approval not to be unreasonably withheld.. Prior to performing any work on the

Demised Premises the contractor's License and insurance certificate naming both Tenant and Landlord as additional insured shall be displayed to Landlord. Any contractor must carry comprehensive liability insurance in an amount of no less than \$2,000,000.00 per occurrence. At the end of any job the contractor shall be obligated within 10 business days to deliver a Waiver of Lien naming both the Landlord and Tenant..

(b) Before proceeding with any Improvement either affecting the structure of the Demised Premises, irrespective of cost and/or costing in excess of [REDACTED] (exclusive of the costs of decorating work and of any architect's and engineer's fees) and/or involving any change to any System in the Demised Premises, irrespective of cost, Tenant shall submit to Landlord, for Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed, plans and specifications for the work to be performed in the Demised Premises, prepared by a registered architect or duly licensed professional engineer approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Without limiting the generality of the foregoing, Tenant shall cause to be prepared all drawings, plans and specifications, and all other reports, applications and materials, required by any Governmental Authorities and/or Quasi-Governmental Authorities having jurisdiction with respect to Improvements and any permits and special licenses which may be required for or in connection with Improvements or the permitted use. Any and all filings of such drawings, plans, specifications, reports, applications and other materials with any Governmental Authorities and/or Quasi-Governmental Authorities having jurisdiction shall be made solely by Tenant at Tenant's sole cost and expense. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in connection with the execution and delivery of documents necessary to obtain work permits. Nothing herein shall be deemed to, or operate to create any liability or other obligation on the part of Landlord in the event that any such filings shall not be approved by any Governmental Authority and/or Quasi-Governmental Authorities having jurisdiction. Landlord may, as a condition of its consent, require Tenant to reimburse Landlord for (a) Landlord's out-of-pocket costs incurred in connection with (i) having a duly licensed professional engineer review Tenant's proposed structural alterations, if any, and (ii) the decision of the Superior Lessor or the Superior Mortgagee as to whether to approve the proposed Improvements, and (b) inspecting the Improvements to determine whether the same are being or have been performed in accordance with the approved plans and specifications therefor, and with all Legal Requirements and Insurance Requirements. All such charges shall constitute Additional Rent and shall be due within thirty (30) days after demand by Landlord. If such Improvements require consent by or notice to the Superior Lessor or the Superior Mortgagee, Tenant, notwithstanding anything to the contrary contained in this Article Four, shall not proceed with the Improvements until such consent has been received, or such notice has been given, as the case may be, and all applicable conditions and provisions of the Superior Lessee or the Superior Mortgagee (with respect to the proposed Improvements) have been met or complied with at Tenant's expense. Any Improvements for which consent has been received shall be performed strictly in accordance with the approved plans and specifications therefor, and no amendments or additions thereto shall be made without the prior written consent of Landlord. Any contractor hired by Tenant shall agree in writing to provide the insurance required by Article Six to Landlord and the Superior Lessor and the Superior Mortgagee and the other parties Landlord requests as additional insureds.

(c) Tenant shall not be permitted to install and make part of the Demised Premises any materials, fixtures or articles which are subject to liens, conditional sales contracts, chattel mortgages or security interests (as such term is defined in the Uniform Commercial Code as in effect in New York at the time of the making of the Improvements). If any of Improvements shall involve the removal of any fixtures, equipment, or other property in the Demised Premises that are not Tenant's property, such fixtures, equipment, or other property shall be, upon Landlord's request, be stored and preserved, and returned to Landlord upon the expiration or sooner termination of this Lease. All electrical and plumbing work in connection with Improvements shall be performed by contractors or subcontractors licensed therefor by all Governmental Authorities and Quasi-Governmental Authorities having or asserting jurisdiction and reasonably satisfactory to Landlord.

(d) Landlord shall have the right to inspect Improvements at any time to verify compliance by Tenant with the provisions of this Article Four. No Improvements for which a building permit is required or estimated to cost more than \$ [REDACTED] (as estimated by

Landlord's architect or licensed professional engineer or general contractor) shall be undertaken except under the supervision of a licensed architect or licensed professional engineer reasonably satisfactory to Landlord.

(e) No work to the Systems will be covered until inspected by Landlord's representative, or if covered will be uncovered at Tenant's expense. "Systems" shall mean and include the heating, ventilating and air conditioning system, steam, sanitary, plumbing, water and sewerage, cable, and other utilities, sprinkler, elevator, electric (including but not limited to wiring), gas, boiler, hot water heater, fire alarm, wiring and mechanical systems of the Building, and the fixtures, equipment and appurtenances thereof, and all other mechanical devices, fixtures, equipment, appurtenances and systems in the Building.

(f) All Improvements, and the construction thereof, shall at all times comply with all applicable laws, ordinances, rules and regulations of Governmental Authorities and Quasi- Governmental Authorities having or asserting jurisdiction in the Demised Premises and all Rules and Regulations (including any Landlord may adopt with respect to the making of Improvements) and shall be made at such times and in such manner as Landlord may from time to time reasonably designate. Tenant, at its expense, shall (i) obtain all necessary municipal and other governmental and quasi-governmental permits, authorizations, approvals and certificates for the commencement and prosecution of such Improvements and for final approval thereof upon completion, (ii) deliver three (3) copies of such permits, authorizations, approvals and certificates to Landlord, and (iii) cause all Improvements to be performed in a good and first-class workmanlike manner, using new materials and equipment at least equal in quality to the original installations of the Building or the then standards established by the Landlord. Improvements shall be promptly commenced and completed. Tenant shall furnish Landlord with satisfactory evidence that the insurance required during the performance of the Improvements pursuant to Article Six is in effect at or before the commencement of the Improvements and, on request, at reasonable intervals thereafter.

(g) Tenant shall, at its expense and with diligence and dispatch, procure the cancellation or discharge of all notices of violation arising from, or otherwise connected with, Improvements that shall be issued by any Governmental Authority or Quasi-Governmental Authority.

(h) Tenant shall promptly pay the cost of all Improvements. Tenant hereby indemnifies Landlord against liability for any and all mechanic's and other liens filed in connection with Improvements or repairs, including the liens of any conditional sales of, or chattel mortgages, title retention agreements, security agreements or financing statements upon, any materials or fixtures installed in and constituting part of the Demised Premises. Tenant, at its expense, shall procure the discharge of all such liens within thirty (30) days after the filing of any such lien against the Demised Premises or any part thereof. If Tenant shall fail to cause any such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by deposit or bonding proceedings, and in any such event Landlord shall be entitled, if it elects to compel the prosecution of an action for the foreclosure of such lien and to pay the amount of the judgment in favor of the lien or together with interest, costs and allowances. Any amount so paid by Landlord, and all costs and expenses incurred by Landlord in connection therewith shall constitute Additional Rent and shall be paid by Tenant to Landlord on demand.

(i) Tenant agrees that it shall retain the services of only one or more persons approved by Landlord to act as Tenant's contractor for any Improvement to be performed in accordance with this Article Four. Landlord agrees not to unreasonably withhold or delay such approval.

(j) No approval of plans or specifications by Landlord or consent by Landlord allowing Tenant to make Improvements in the Demised Premises shall in any way be deemed to be an agreement by Landlord that the contemplated Improvements comply with any Legal Requirements or the certificate of occupancy for the Demised Premises nor shall it be deemed to be a waiver by Landlord of the compliance by Tenant of any of the terms of this Lease. In addition, any approval or consent by Landlord shall in no way obligate Landlord in any manner whatsoever in respect to the finished product designed and/or constructed by Tenant, nor be deemed a representation of warranty of Landlord as to the adequacy or sufficiency of any matter

approved or consented to for Tenant's purposes or otherwise. Any deficiency in design or construction, although approved by Landlord, shall be solely the responsibility of Tenant. Notice is hereby given that neither Landlord, Landlord's agents, the Superior Lessor nor the Superior Mortgagee shall be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for such labor or materials shall attach to or affect any estate or interest of Landlord or the Superior Lessor or Superior Mortgagee in and to the Demised Premises or the Land.

(k) Notwithstanding anything contained in this Article Four or elsewhere in this Lease, at Landlord's sole option, (i) all repairs and replacements to the exterior of the Demised Premises, the structural portions of the Demised Premises and the Systems, including but not limited to boiler replacement, roof replacement, façade pointing and brick replacement may be performed by Landlord at Tenant's cost, and (ii) all repairs and other work not set forth in subparagraph (i) above, which Tenant is required to perform under any provision of this Lease may be performed by Landlord at Tenant's cost, provided, however, that Tenant shall have ten (10) days' notice prior to Landlord's undertaking of any non-emergency repair which Landlord intends to undertake. Tenant shall be permitted to perform such non-emergency repair if it diligently pursues the undertaking thereof within such ten (10) day period. Tenant shall pay the reasonable cost of such repairs and other work under subparagraphs (i) and (ii) above, as Additional Rent, within five (5) days after rendition of a statement therefor by Landlord, which may be rendered by Landlord at any time. Tenant shall be responsible for performing all required testing such as, but not limited to, back flow testing for water service and pay for same. Landlord shall be responsible for all repairs and maintenance to major structural components of the Building, the Building exterior, and parking lot.

(l) Tenant agrees that the exercise of its rights pursuant to the provisions of this Article Four shall not be done in a manner that would, in the reasonable judgment of Landlord: (a) create any work stoppage, picketing, labor disruption, or dispute; or (b) violate the Building's union contracts and/or service contracts, if any, affecting the Land and/or Building or Landlord's union and/or service contracts, if any, affecting the Demised Premises. In the event of the occurrence of any condition described above arising from Tenant's exercise of any of its rights pursuant to the provisions of this Section (l), Tenant shall, immediately upon notice from Landlord, cease the manner of exercise of such right giving rise to such condition. In the event that Tenant fails to cease such manner of exercise of its rights as aforesaid, Landlord, in addition to any rights available to it under this Lease and pursuant to law, shall have the right to seek an injunction.

(m) Tenant, at its sole cost and expense, shall: (i) furnish evidence reasonably satisfactory to Landlord that all of Improvements have been completed and paid for in full and that any and all liens therefor that have been or might be filed have been discharged of record (by payment, bond, order of a court of competent jurisdiction, or otherwise) or waived, and that no security interests relating thereto are outstanding; (ii) provide to Landlord copies of all "as built" plans; (iii) pay Landlord for the cost of any Improvements done for Tenant by Landlord pursuant to the terms of this Lease, and all other charges due hereunder; (iv) to the extent not previously provided, furnish to Landlord the insurance and certificates required by this Lease; and (v) if an architect has been used, furnish an affidavit in the form recommended by the American Institute of Architects from Tenant's registered architect certifying that all work performed in the Demised Premises is substantially in accordance with the plans and specifications.

ARTICLE V. USE

Section 5.01 Use. Tenant may use the Demised Premises for the dispensing of medical marijuana products as a Registered Organization under New York States Medical Marijuana Program, all in accordance with New York State Law, all local laws, and in compliance with the Certificate of Occupancy for the Demised Premises.

Section 5.02 Licenses and Permits. Except as set forth in Exhibit B annexed hereto and made a part hereof with respect to the certificate of occupancy for the Demised Premises, Tenant shall be responsible, at its sole cost and expense, for obtaining any and all approvals, licenses, permits and consents from all applicable Governmental Authorities and Quasi-Governmental Authorities as shall be required in connection with the Use of the Demised Premises by Tenant,

and shall comply with all Legal Requirements affecting the use and operation of the Demised Premises.

ARTICLE VI. INSURANCE AND LIABILITY

Section 6.01 Insurance.

(a) Tenant covenants to provide on or before the Commencement Date and to keep in force during the Term the following insurance coverage at Tenant's sole cost and expense:

(i) For the benefit of Landlord and Tenant a comprehensive policy of liability insurance protecting Landlord and Tenant against any liability whatsoever occasioned by accident during the Term of the Lease on or about the Demised Premises, the Land or any appurtenances thereto, including but not limited to against loss, cost or expense by reason of injury to or the death of persons or damage to or the destruction of property occurring in or upon the Demised Premises, the Land and any part thereof, or arising from, related to or in any way connected with, the conduct and operation of Tenant's use or occupancy of the Demised Premises, including the activities of Tenant and its agents, employees, licensees, contractors, subcontractors or invitees, or caused by acts, or omissions to act where there is a duty to act, of Tenant and its agents, employees, licensees, contractors, subcontractors or invitees. Such policy shall also name the Superior Lessor and the Superior Mortgagee and Landlord's employees and managing agent and such other parties Landlord may request as additional insured's. The limits of liability thereunder shall not be less than [REDACTED] combined single limit coverage on a per occurrence basis, in respect to bodily injury and property damages;

(ii) insurance against loss or damage by fire and such other risks and hazards (including burglary, theft, vandalism, sprinkler leakage, water damage, explosion, breakage of glass within the Demised Premises as are insurable under then available standard forms of "all risk" insurance policies), to the Building, Improvements and Tenant's Fixtures and Equipment and, whether or not such Improvements had been paid for or performed by Tenant or Landlord, any Improvements in and to the Demised Premises, all for the replacement cost valuation and a stipulated (agreed) value endorsement in an amount not less than 100% of the full replacement cost of the Building (*i.e.*, the then current cost, including all hard and soft costs of rebuilding the entire Building without regard to depreciation of the Building) (with such policy having a deductible not in excess of an amount to be determined by Landlord in the exercise of Landlord's commercially reasonable discretion) protecting Tenant, Landlord, Landlord's employees and managing agent, and any Superior Lessor or Superior Mortgagee or any other mortgagees or lessors having an interest in the Demised Premises or any part thereof;

(iii) Rent insurance for the benefit of Landlord, with a standard extended coverage endorsement in an amount equal to the aggregate Base Rent and Additional Rent payable by Tenant pursuant to this Lease for a period of twelve (12) months following the damage or destruction of the Demised Premises; and

(iv) During such time as Landlord, Tenant or any contractor on behalf of Tenant shall be constructing any Improvements Tenant shall provide Landlord with, (a) worker's compensation insurance covering all persons employed in connection with the Improvements in statutory limits, (b) a completed operations endorsement to the comprehensive liability insurance policy referred to in Section 6.01(a)(i), (c) builder's risk insurance, completed value form, covering all physical loss, in an amount reasonably satisfactory to Landlord and the Superior Mortgagee and (d) such other insurance including Third Party Liability Coverage sometimes referred to as Action over Action protecting Tenant and Landlord's interests., in such amounts, as Landlord deems reasonably necessary to protect Landlord's interest in the Demised Premises from any act or omission of Tenant's contractors or subcontractors. Such policies shall name Landlord, the Superior Lessor and the Superior Mortgagee and such other parties Landlord may request as additional insured's. The insurance required by this subsection (iv) shall be delivered to Landlord at least ten (10) days prior to commencement of any Improvement.

(v) Tenant shall maintain, at Tenant's expense, boiler and pressure vessel (including, but not limited to, pressure pipes, steam pipes and condensation return pipes)

insurance, provided the Demised Premises contain a boiler or other pressure vessel or pressure pipes.

All insurance required to be carried by Tenant pursuant to the terms of this Lease shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York which rate, in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation), as having a general policyholder rating of "A" and a financial rating of at least "X."

(b) (i) Landlord agrees, if it obtains insurance on the Building, and if it is obtainable at no additional cost, then it will include in any fire and extended coverage insurance policies that Landlord may obtain appropriate clauses pursuant to which the insurance companies (a) waive all right of subrogation against Tenant with respect to losses payable under such policies, and/or (b) agree that such policies shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policies. But should any additional premiums be exacted for any such clause or clauses, Landlord shall be released from the obligation hereby imposed unless Tenant shall agree to pay such additional premium within ten (10) days after written demand by Landlord.

(ii) Tenant agrees to include in its fire and extended coverage insurance policy or policies on its furniture, furnishings, Tenant Improvements and Tenant's Fixtures and Equipment appropriate clauses pursuant to which the insurance company or companies (a) waive the right of subrogation against Landlord and/or any such tenant of space in the Building with respect to losses payable under such policy or policies and/or (b) agree that such policy or policies shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policy or policies. But should any additional premium be exacted for any such clause or clauses, Tenant shall be released from the obligation hereby imposed unless Landlord shall agree to pay such additional premium within ten (10) days after written demand by Tenant.

(iii) Provided that Landlord obtains insurance for the Building, Landlord's right of full recovery under its policy or policies described in Section 6.04 hereof is not adversely affected or prejudiced thereby, Landlord hereby waives any and all right of recovery which it might otherwise have against Tenant, its servants, agents and employees, for loss or damage occurring to the Building and the fixtures, appurtenances and equipment therein, to the extent the same is covered by Landlord's insurance, if any, notwithstanding that such loss or damage may result from the negligence or fault of Tenant, its servants, agents or employees. Provided that Tenant's right of full recovery under its aforesaid policy or policies is not adversely affected or prejudiced thereby, Tenant hereby waives any and all right of recovery which it might otherwise have against Landlord, its servants, employees, and against every other tenant in this Building who shall have executed a similar waiver as set forth in this subparagraph (iii), for loss or damage to Tenant's furniture, furnishings, fixtures and other property removable by Tenant under the provisions hereof to the extent that same is covered by Tenant's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its servants, contractors, agents or employees, or such other tenant and the servants, contractors, agents or employees thereof.

(iv) Landlord and Tenant hereby agree to advise the other promptly if the clauses to be included in their respective insurance policies pursuant to Sections 6.01(b)(i) and (ii) cannot be obtained. Landlord and Tenant hereby also agree to notify the other promptly in writing of any cancellation or change of the terms of any such policy which would affect such clauses.

(v) All policies to be maintained by Tenant hereunder and by Landlord with respect to the Building shall contain a provision that no act or omission of Landlord or Tenant, as the case may be, shall affect or limit the obligation of the insurer to pay the amount of any loss sustained.

(c) For the purposes of Article 6, the term "fire insurance" shall be deemed to also include insurance covering loss by casualties other than fire.

(d) Tenant shall not violate or permit the violation of, any condition imposed by the standard fire insurance policy then issued for retail buildings in Nassau County of New

York, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Demised Premises which would subject Landlord to any liability or responsibility for personal injury or death or property damage, or which would increase the fire or other casualty insurance rate on the Building or the property therein over the rate which would otherwise then be in effect or which would result in insurance companies of good standing refusing to insure the Demised Premises or any of such property in amounts reasonably satisfactory to Landlord.

(e) A schedule or make up of rates for the Building or the Demised Premises, as the case may be, issued by the New York Fire Insurance Rating Organization or other similar body making rates for fire insurance and extended coverage for the premises concerned, shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate with extended coverage then applicable to such premises.

(f) Landlord and the Superior Mortgagee shall be named as insured parties, and Landlord shall be named as the loss payee under all policies of insurance required by any provision of this Lease insuring against damage to the Building so that the proceeds of such policies are paid directly to Landlord.

Section 6.02 Delivery of Certificates or Policies. At least ten (10) days prior to the Commencement Date, and thereafter, at least thirty (30) days prior to the expiration of any such policies, Tenant agrees to deliver to Landlord either duplicate originals of the aforesaid policies or certificates evidencing such insurance, provided said policies or certificates each contain an endorsement that such insurance may not be modified or canceled except upon thirty (30) days' prior notice to Landlord, together with evidence of payment for the policy. In the event certificates are delivered to Landlord, upon Landlord's request, Tenant shall deliver to Landlord duplicate originals of the aforesaid policies. Tenant's failure to provide and keep in force the aforementioned insurance shall be regarded as a default hereunder, entitling Landlord to exercise any or all of the remedies as provided in this Lease in the event of Tenant's default. Tenant shall not carry separate or additional insurance concurrent in form or contributing in the event of any loss or damage with any insurance required to be obtained by Tenant under this Lease.

Section 6.03 Indemnification. Tenant shall, at all times and at its sole cost and expense, indemnify, defend and hold Landlord, any holder of a Superior Mortgage (defined below), and any lessor under a Superior Lease (defined below), together with their respective agents, affiliates, employees, trustees, partners, members, officers, directors and shareholders (collectively, the "Indemnitees") harmless from and against any and all claims, suits, actions, damages, fines, charges, penalties, losses, liens, fees, costs, court costs, expenses (including, but not limited to, all reasonable fees and disbursements of attorneys, architects, engineers and other professionals engaged by one or more Indemnitees) and liabilities which may be incurred by or imposed on any Indemnitee or which may arise in connection with any claims, suits or actions, the investigation thereof or the defense of any action or proceeding brought thereon, or from the enforcement of this indemnity, or from and against any orders, judgments and/or decrees which may be entered or which may arise, wholly or in part, with respect to or on account of: (a) any personal injury, bodily injury, loss of life and/or damage to property that may occur or be claimed by or with respect to any person(s) or property on or about the Demised Premises or the appurtenances thereto or upon the Land or the adjacent vaults (if any), sidewalks, ramps, curbs or streets, and resulting from the use, misuse, occupancy, operation and/or management of the Demised Premises by Tenant, its successors, permitted assigns or any subcontractors, or by other persons or entities claiming by, through or under Tenant, or by their respective agents, employees, contractors, licensees, invitees, guests or other such persons or entities, except to the extent such injury, loss and/or damage is due to Landlord's willful or negligent acts or omissions, (b) the breach of any term, covenant or condition of this Lease by Tenant, its successors, permitted assigns or any subcontractors, or by other persons or entities claiming by, through or under Tenant, or by their respective agents, employees, contractors, licensees, invitees, guests or other such persons or entities, (c) the filing of any mechanic's or materialmen's lien or of any other attachment or encumbrance against the Demised Premises or the Land or any part thereof due to work done by or on behalf of Tenant, (d) the condition of the Demised Premises, including any repairs, replacements, changes or Improvements which Tenant has or will perform or fail to perform therein, except to the extent that: (i) Landlord is responsible to maintain or repair the Demised Premises, (ii) the condition of the Demised Premises results from Landlord's willful wrongdoing or negligence, or (iii) the condition or cause of the condition existed before Tenant's possession of the Demised Premises and was not known to Tenant, or (e) Tenant's use or storage of any Hazardous Materials (as described in

Article Twenty-Three below). All such actions, suits, claims, damages and/or proceedings shall be resisted and defended by Tenant at its sole cost and expense, using counsel approved by Landlord, which approval shall not be unreasonably withheld or conditioned. Tenant shall reimburse each Indemnitee within sixty (60) days of written demand for any and all expenditures covered by this indemnity and hold harmless. Such reimbursement shall constitute Additional Rent.

Section 6.04 Landlord's Insurance. Landlord, at its sole cost and expense, shall obtain and maintain throughout the Term, insurance covering the replacement of the structural portions of the Demised Premises. However, Tenant shall reimburse Landlord, as Additional Rent within thirty (30) days after written demand therefor, for the cost of all other insurance obtained and maintained by Landlord throughout the Term, provided that Landlord provides documentation of the cost. The types, amounts and limits of insurance to be obtained and maintained by Landlord shall be those types, amounts and limits of insurance required by Landlord's Superior Mortgagee, as well, at Landlord's sole option, as such additional types, amounts and limits of insurance that are commercially reasonable and reasonably necessary.

ARTICLE VII. TAXES

Section 7.01 Tenant's Obligation. Subject to the provisions of Section 7.03, Tenant shall pay to Landlord, as Additional Rent, all Taxes (herein referred to as "Tenant's Tax Payment"). The term "Taxes" shall mean all real estate taxes, personal property taxes, general and special assessments, water charges, and sewer rents (metered or otherwise), Governmental and Quasi-Governmental levies, municipal taxes, county taxes, business improvement charges and taxes, vault taxes, business improvement district charges, and other levies of a similar or dissimilar nature levied, assessed or imposed with respect to the Building and/or the Land and levied against the Building and/or the Land and/or the Landlord or any other Governmental and Quasi-Governmental charge, general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind whatsoever, which are or may be assessed, levied or imposed upon all or part of the Building and/or the Land and levied against the Building and/or the Land and/or the Landlord under the laws of the United States, the State of New York, or any political subdivision thereof. If, at any time during the Term, the methods of taxation prevailing on the date hereof shall be altered so that, in lieu of, as an addition to, or as a substitute for the whole or any part of the Taxes, now levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed (a) a tax, assessment, levy, imposition or charge wholly or partially as a capital levy or otherwise on the rents received therefrom, (b) a tax, assessment, levy, imposition or charge measured by, or based in whole or in part upon, the Building and/or the Land and imposed upon Landlord, or (c) a license fee measured by the rents payable by Tenant to Landlord, then all such taxes, assessments, levies, impositions or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof. A copy of the tax bill of the applicable Governmental Authority and Quasi-Governmental Authority imposing Taxes shall be sufficient evidence of the amount of Taxes. Tenant shall also be responsible for any commercial rent, personal property or similar tax. Tenant's obligation to pay such Additional Rent shall survive the Expiration Date or sooner termination of this Lease. For the purposes of this Lease, the term "Tenant's Proportionate Share" shall be deemed to mean 100.00%.

Section 7.02 Tenant's Tax Payment. Landlord shall render to Tenant a statement, with a copy of the then current tax bill, showing the amount of the Taxes for the base tax year, the amount of the Taxes for the then current Tax Year, and Tenant's Tax Payment due from Tenant for such Tax Year. Tenant's Tax Payment shown on such comparative statement shall be paid in full by Tenant to Landlord within thirty (30) business days after Tenant's receipt of such statement. At the election of Landlord, the Tax Payment may be billed by Landlord and paid by Tenant in equal monthly installments to the Landlord, together with installments of Base Rent payable under this Lease. Tenant shall pay the amount of Tenant's Tax Payment shown on such comparative statement concurrently with the installment Base Rent then or next due, or if such statement shall be rendered at or after the Expiration Date or sooner termination of this Lease, within ten (10) business days after such rendition. Each comparative statement shall be conclusive and binding on Tenant, unless within thirty (30) days after receipt of such comparative statement, Tenant shall notify Landlord of any discrepancy in specific detail.

Pending the determination of such dispute, by agreement or otherwise, Tenant shall pay Tenant's Tax Payment set forth on the comparative statement without waiving any of Tenant's rights or remedies. Landlord's delay or failure during the Term to prepare and deliver any estimate, statement or bill, or Landlord's failure to make a demand, under this Article, or any other provisions of this Lease, shall not in any way be deemed to be a waiver of, or cause Landlord to forfeit or surrender, its right to collect any items of Additional Rent which may have become due pursuant to this Article during the Term. Tenant's liability for the amounts due under this Article shall survive the Expiration Date or sooner termination of this Lease. Each bill rendered by Landlord pursuant to this Article shall be conclusive and binding upon Tenant, except in the case of manifest error.

Section 7.03 Proration. Taxes and all charges shall be apportioned between Landlord and Tenant as of the Commencement Date and upon the Expiration Date.

Section 7.04 Right to Contest. Only Landlord shall be eligible to institute proceedings to contest the Taxes or reduce the assessed valuation of the Building and/or the Land. Except as set forth below, Landlord shall be under no obligation to contest the Taxes or the assessed valuation of the Building and/or the Land for any Tax Year or to refrain from contesting the same, and may settle any such contest on such terms as Landlord in its sole judgment considers proper. If Landlord shall receive a refund for any Tax Year for which a Tax Payment shall have been made by Tenant pursuant to Section 7.02, Landlord shall repay to Tenant, with reasonable promptness, Tenant's proportionate share of such refund after deducting from such refund Tenant's proportionate share of the reasonable costs and expenses (including experts' and attorneys' fees) of obtaining such refund.

Section 7.05 Tax Exempt Status. Tenant's obligations under this Article Seven shall not be affected by the fact that Tenant may be exempt, in whole or in part, from the payment of any Taxes by reason of Tenant's diplomatic or other tax exempt status or for any other reason whatsoever.

ARTICLE VIII. DISCHARGE OF LIENS

Section 8.01 Discharge of Liens. Except as expressly permitted herein, Tenant shall not create or permit to be created or to remain, and shall promptly discharge any lien, encumbrance or charges levied on account of any mechanic's, laborer's or materialman's lien or any mortgage, conditional sale, title retention agreement, chattel mortgage, security interest, or otherwise which might be or become a lien, encumbrance or charge upon the Demised Premises or the Land or any part thereof or the income therefrom, having any priority or preference over or ranking on a parity with the estate, rights and interest of Landlord in the Demised Premises or the Land or any part thereof or the income therefrom, and Tenant shall not suffer any other matter or thing whereby the estate, right and interest of Landlord in the Demised Premises, the Land or any part thereof or the income therefrom might be impaired. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Demised Premises or the Land or any part thereof, Tenant, within sixty (60) days after the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond or order of a court of competent jurisdiction. If Tenant shall fail to cause any such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by deposit or bonding proceedings, and in any such event Landlord shall be entitled, if it elects to compel the prosecution of an action for the foreclosure of such lien and to pay the amount of the judgment in favor of the lien or together with interest, costs and allowances. Any amount so paid by Landlord, and all costs and expenses incurred by Landlord in connection therewith shall constitute Additional Rent and shall be paid by Tenant to Landlord on demand.

Section 8.02 Landlord's Estate. Nothing in this Lease contained shall imply any consent or agreement on the part of Landlord to subject Landlord's estate or interest in the Demised Premises or the Land to liability under any mechanic's lien law in connection with any Improvements.

Section 8.03 No Consent By Landlord. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the

performance of any labor or the furnishing of any materials or equipment for any specific improvement, alteration to or repair of the Demised Premises or any part thereof or for the demolition or replacement of the Demised Premises or any part thereof.

ARTICLE IX. DEFAULT AND REMEDIES

Section 9.01 Events of Default; Termination. Each of the following shall constitute an event of default (each herein referred to as an "Event of Default"):

(a) If Tenant shall fail to pay any Base Rent or Additional Rent as and when the same becomes due and payable;

(b) If Tenant shall fail to perform or comply with any term of this Lease (other than any failure referred to in Section 9.01(a)), and such failure shall continue for more than thirty (30) days after notice from Landlord of such failure, referring to this Section 9.01(b), specifying such failure and requiring it to be remedied, is sent to Tenant pursuant to Section 18.02 hereof; provided, however, that in case such failure cannot with due diligence be remedied by Tenant within a period of thirty (30) days, if Tenant proceeds as promptly as may be reasonably possible after such notice is given and with due diligence to remedy such failure and thereafter to prosecute the remedying of such failure with due diligence, the period of time after the given of such notice by Tenant within which to remedy such failure shall be extended for such period as may be reasonably necessary to remedy the same with due diligence;

(c) If Tenant shall file a petition commencing a voluntary case under the Bankruptcy Code, as now or hereafter in effect, or under similar law, or file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any state insolvency or any similar state law;

(d) If an involuntary case against Tenant as debtor is commenced by a petition under the Bankruptcy Code, as now or hereafter in effect, or under similar law, or a petition or answer proposing the adjudication of Tenant as a bankrupt or its reorganization pursuant to any state insolvency law or any similar law shall be filed in any court and same shall not be dismissed, discharged or denied within sixty (60) days after filing thereof or if Tenant shall consent to or acquiesce in the filing thereof;

(e) If a custodian, receiver, United States Trustee, trustee or liquidator of Tenant or of all or substantially all of Tenant's property or of the Demised Premises shall be appointed in any proceedings brought by Tenant; or if any such custodian, receiver, United States Trustee, trustee or liquidator shall be appointed in any proceedings brought against Tenant and shall not be discharged within sixty (60) days after such appointment, or if Tenant shall consent to or acquiesce in such appointment; provided that, in the event more than sixty (60) days is required to defend such action, then Tenant shall not be in default if Tenant shall commence to defend such action within such sixty (60) day period, and shall thereafter diligently defend such action; or

(f) If Tenant shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due,

Them, in any such case, Landlord may at any time during the continuance of an Event of Default give a written termination notice (herein referred to as a "Default Termination Notice") to Tenant specifying a date, not less than ten (10) days after the date of such notice, on which specified date this Lease shall terminate, and on such date, subject to Section 9.05 relating to the survival of Tenant's obligations, the Term shall expire and terminate by limitation and all rights of Tenant under this Lease shall cease, unless before such date (i) all arrears of Base Rent, Additional Rent and all other sums payable by Tenant under this Lease, and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by or on behalf of Landlord shall have been paid by Tenant, and (ii) all other Events of Default at the time existing under this Lease shall have been fully remedied. Tenant shall reimburse Landlord all costs and expenses incurred by or on behalf of Landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any Event of Default by Tenant under this Lease.

Section 9.02 Re-Entry; Summary Proceedings. (a) If an Event of Default shall have occurred and be continuing, Landlord, after termination of this Lease pursuant to Section 9.01, may immediately or at any time thereafter re-enter the Demised Premises, or any part thereof, either by summary dispossession proceedings or by a suitable action or proceeding at law, may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the Demised Premises again as and of its fee estate and interest therein. The word "re-enter", as used herein, is not restricted to its technical legal meaning. In the event of any termination of the Term under the provisions of Section 9.01 or if Landlord shall re-enter the Demised Premises under the provisions of this Section or in the event of the termination of the Term, or of re-entry, by or under any summary dispossession or other proceeding or action of any provision of law by reason of an Event of Default, Tenant shall thereupon pay to Landlord the Rent and any other charge payable by Tenant to Landlord up to the time of such termination or re-entry, as the case may be, and shall also pay to Landlord damages as provided in Section 9.05 hereof.

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

Section 9.03 Remedies Cumulative. The remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled at any time, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not provided for herein.

Section 9.04 Retention of Funds. If the Term shall be terminated under the provisions of Section 9.01, or if Landlord shall re-enter the Demised Premises under the provisions of Section 9.02, or in the event of the termination of the Term, or of re-entry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of an Event of Default, Landlord shall be entitled to retain all monies, if any, paid by Tenant to Landlord, whether as advance Rent, security or otherwise, but such moneys shall be credited by Landlord against any Rent or other charge due from Tenant at the time of such termination or re-entry or, at Landlord's option, against any damages payable by Tenant under Section 9.05 or pursuant to law.

Section 9.05 Damages. If the Term shall be terminated under the provisions of Section 9.01 or if Landlord shall re-enter the Demised Premises under the provisions of Section 9.02 or in the event of the termination of the Term, or of re-entry, by or under any summary dispossession or other proceeding or action or any provision of law by reason of an Event of Default, then upon the occurrence of any one or more of the aforesaid events enumerated in this Section 9.01, Tenant, upon demand, shall forthwith pay Landlord all Rent then due to Landlord under this Lease and if Landlord shall re-enter the Demised Premises under the provisions of this Article Nine, or if Tenant is in default in payment of Base Rent and Additional Rent hereunder, or in the event of re-entry, by or under any summary dispossession or other proceedings or action or any provisions of law by reason of any other Event of Default hereunder on the part of Tenant, or in the event this Lease is terminated due to an Event of Default by Tenant, Tenant shall repay to Landlord as damages, the unamortized cost of Landlord's Work for the then remaining unexpired portion of the Term, plus, the lesser of: (i) a sum which at the time of such termination of this Lease or at the time of any such re-entry be the value of the excess, if any, of (a) the aggregate of the Base Rent and the Additional Rent payable hereunder which would have been payable by Tenant (conclusively presuming the Additional Rent to be the same as was payable for the twelve (12) months immediately preceding such termination) for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the Expiration Date, had this Lease not so terminated or had Landlord not so re-entered the Demised Premises, as the case may be, over (b) the aggregate fair market rental value of the Demised Premises for the same period, or (ii) sums equal to the Base Rent and the Additional Rent (as above presumed) payable hereunder which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the Demised Premises, as the case may be, payable upon the due dates therefor specified herein following

such termination or such re-entry and until the Expiration Date. However, if Landlord shall in its absolute discretion, and with without obligation, relet the Demised Premises (or any part thereof) during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting, such net rents as and when received by Landlord from such reletting the expenses incurred or paid by Landlord in terminating this Lease and in securing the Demised Premises and in securing the possession thereof, as well as the expense of reletting, including altering and preparing the Demised Premises for new tenants (as agreed upon by Landlord in its sole discretion with such new tenants), the unamortized portion of any brokers commissions for the then remaining unexpired portion of the Term, and all other expenses properly chargeable against the Demised Premises and the rental therefrom; it being understood that any such reletting may be for a period shorter or longer than the remaining Term, and may include concessions and free rent periods as Landlord in its sole discretion may determine. In no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for collection of damages pursuant to this Subsection to a credit in respect of any net rents from a reletting, except to the extent that such net rents are actually received by Landlord. If the Demised Premises or any part thereof be relet by Landlord for the unexpired portion of the Term, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall, prima facie, be the fair and reasonable rental value for the Demised Premises, or part thereof, so relet during the terms of the reletting. In the event the Landlord, in its sole discretion, elects to relet the Demised Premises (or any part thereof) as herein provided, such reletting may be in the name of Landlord or otherwise, and shall not relieve Tenant of any liability under this Lease.

Section 9.06 Recovery of Damages. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term would have expired if it had not been terminated under the provisions of this Article, or under any provision of law, or had Landlord not re-entered the Demised Premises.

Section 9.07 Additional Damages. Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any Event of Default. Notwithstanding anything to the contrary contained in this Lease, neither party shall have any right sue the other for any consequential or incidental damages (including, without limitation, any claims for lost profits and/or lost business opportunity).

Section 9.08 Fees and Expenses. Bills for any expenses incurred by Landlord in connection with any performance by it for the account of Tenant, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, as well as bills for any property, material, labor or services provided, furnished or rendered by Landlord or, at Tenant's request, to Tenant, may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and shall be due and payable within ten (10) days of delivery of such bills to Tenant.

Section 9.09 Rejection of Lease. In the event that, at any time after Tenant named herein may have assigned its interest in this Lease, this Lease shall be disaffirmed or rejected in any proceeding under the Bankruptcy Code, as now or hereafter in effect, or under similar law, or pursuant to similar proceeding under any state insolvency or any similar state law, or in the event of termination of this Lease by reason of any such proceeding or by reason of lapse of time following notice of cancellation given pursuant to Section 10.01 based upon the condition of limitation with respect to rejection of this Lease under Section 235 of Title 11 of the U. S. Code (bankruptcy code), the Tenant named herein, upon request of Landlord given within thirty (30) days after such disaffirmance, rejection or termination (and actual notice thereof to Landlord in the event of a disaffirmance or rejection or in the event of termination other than by act of Landlord), shall (i) pay to Landlord all Base Rent, Additional Rent and other charges due and owing by the assignee to Landlord under this Lease to and including the date of such disaffirmance, rejection or termination, and (ii) as "tenant", enter into a new lease with Landlord of the Demised Premises for a term commencing on the effective date of such disaffirmance, rejection or termination and ending on the Expiration Date, unless sooner terminated as in such lease provided, at the same Base Rent and upon the then executory terms, covenants and conditions as are contained in this Lease, except that (a) the rights of Tenant named herein under

the new lease shall be subject to the possessory rights of the assignee under this Lease and the possessory rights of any persons claiming through or under such assignee or by virtue of any statute or of any order of any court, (b) such new lease shall require all defaults existing under this Lease to be cured by Tenant named herein with due diligence, and (c) such new lease shall require Tenant named herein to pay all Additional Rent which, had this Lease not been so disaffirmed, rejected or terminated, would have become due under the provisions of this Lease after the date such disaffirmance, rejection or termination with respect to any period prior thereto. In the event Tenant named herein shall default for a period of ten (10) days after Landlord's request in its obligations to enter into said new lease then, in addition to all other rights and remedies by reason of such default, either at law or in equity, Landlord shall have the same rights and remedies against Tenant named herein as if it had entered into such new lease and such new lease had thereafter been terminated as at the commencement date thereof by reason of the default thereunder of Tenant named herein.

ARTICLE X. DAMAGE OR DESTRUCTION

Section 10.01 Tenant to Give Notice. In the case of any damage to or destruction of the Demised Premises, Tenant shall promptly give notice thereof to Landlord, generally describing the nature and extent of such damage or destruction. Tenant hereby waives the provisions of any statute governing damage or destruction and agrees that the provisions of this Article shall govern and control in lieu thereof.

Section 10.02 If the Demised Premises should be damaged during the Term by fire or any other casualty, Tenant shall (except as hereinafter provided) repair and restore the same with reasonable diligence. Before commencing such restoration, Tenant shall submit to Landlord for Landlord's approval detailed plans and specifications for such work. Upon Landlord's approval, Tenant shall re-enter the Demised Premises and therein diligently pursue to completion such work at Tenant's expense and immediately thereafter commence doing business all in accordance with the provisions of this Lease.

Section 10.03 If however, (a) the Demised Premises or the Building (prior to the Rent Commencement Date) should be damaged or destroyed (1) by fire or other casualty (i) to the extent of twenty-five (25%) percent or more of the cost of replacement of either thereof, or (ii) so that fifty (50%) percent or more of the Gross Leasable Area contained in either therein shall be rendered untenable, or (2) by any casualty other than those covered by standard fire and extended coverage insurance policies, or (b) if the Demised Premises shall be damaged in whole or in part during the last two (2) years of the Term, or (c) if Landlord's mortgagee shall require that the damage or destruction insurance proceeds be applied against the principal balance due on such mortgage, then, in any such event, Landlord may terminate this Lease by written notice to the Tenant within sixty (60) days of the fire or casualty. If Landlord elects to terminate this Lease, then the Term shall end at the end of the calendar month in which such election is made. If Landlord does not elect to terminate this Lease, then Landlord make available to Tenant for such restoration the proceeds of any fire insurance policy actually received by Landlord. "Gross Leasable Area" means, the actual number of square feet of floor space on all floors of the Demised Premises measured to the outside of exterior walls.

Section 10.04 If Landlord has not elected to terminate this Lease as provided in Section 10.03 hereof, Tenant shall, at its own cost and expense, repair and restore the Demised Premises to substantially the condition they were in immediately prior to the damage or destruction in accordance with the applicable provisions of Article Four hereof, including, but not limited to, the repairing and/or replacement of its Tenant Improvements and Tenant's Fixtures and Equipment. Tenant agrees to commence such repair and restoration promptly after having been notified by Landlord that the work to be performed by Tenant can, in accordance with good construction practices, then be commenced, and Tenant shall diligently pursue the completion of such work. Tenant agrees to commence the performance of its work when notified by Landlord that the work to be performed by Tenant can, in accordance with good construction practices, then be commenced, and Tenant shall complete such work as soon as possible under the circumstances. All proceeds payable from Tenant's insurance policies with respect to the Demised Premises, excluding proceeds paid for Tenant's personal property, shall belong to and

shall be payable to Landlord. If Landlord does not elect to terminate this Lease as provided in Section 10.03 hereof, Landlord shall disburse and apply so much of any insurance recovery as shall be necessary against the cost to Tenant of restoration and rebuilding the Building referred to in Section 10.04, subject to the prior rights of any lessor under a ground or underlying lease covering the Demised Premises and/or the holder(s) of any mortgage lien against the Demised Premises. During any period in which the Demised Premises are damaged by reason of any fire or other casualty, and there is substantial interference with the operation of Tenant's business and only so long as Landlord is actually receiving the proceeds of rent loss insurance required to be maintained by Tenant pursuant to this Lease, the Base Rent and Additional Rent shall be abated proportionately from the day following such fire or other casualty according to the part of the Demised Premises which is usable, and such abatement shall continue for the period commencing with the date of such fire or other casualty and ending sixty (60) days after Tenant is advised by Landlord that the work to be performed by Tenant can be performed in accordance with Section 10.04 or, in the event Landlord elects to terminate this Lease, until the date of termination.

ARTICLE XI. CONDEMNATION

Section 11.01 If the whole of the Demised Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof (herein the "Taking"), then this Lease shall terminate automatically as of the date of the Taking. If there is a Taking of any part of the Demised Premises as to render the remainder thereof unusable for the purposes for which the Demised Premises were leased, then Landlord shall have the right to terminate this Lease on thirty (30) days' notice to Tenant given within ninety (90) days after the date of such Taking.

Section 11.02 If there is a Taking of any part of the Building and this Lease shall not terminate or be terminated pursuant to the provisions of Section 11.01 hereof, then the Base Rent and Additional Rent shall be equitably apportioned according to the Gross Leasable Area so taken, and Landlord shall make available to Tenant such portion of the Condemnation Proceeds actually received by Landlord to enable Tenant, at its own cost and expense, to restore the remaining portion of the Demised Premises to the extent necessary to render same reasonably suitable for the purposes for which the Demised Premises were leased, and shall make all repairs to the Building to the extent necessary to constitute the remaining portion of the Building a complete architectural unit, but such work shall not exceed the scope of work required to be done by Landlord to bring the Demised Premises to substantially the condition they were in on the Rent Commencement Date and the cost thereof shall not exceed the net proceeds of the condemnation award actually received and retained by Landlord.

Section 11.03 All compensation awarded or paid upon a total or partial Taking of the Demised Premises ("Condemnation Proceeds") shall belong to and be the property of Landlord without any participation by Tenant; provided, however that nothing contained herein shall be construed to preclude Tenant, at its sole cost and expense, from independently prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, and/or depreciation to, damage to, and/or cost of removal of, and/or for the value of Improvements and Tenant's Fixtures and Equipment; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the awards of any and all ground and underlying lessors and/or mortgagees.

Section 11.04 Temporary Taking. If, at any time, the whole or part of the Demised Premises, or Tenant's leasehold estate under this Lease, or of the buildings forming part of the Demised Premises, shall be subject to a taking or temporary use or occupancy (herein referred to as a "Temporary Taking"), or otherwise affected for a temporary period of time, the foregoing provisions of this Article shall not apply and Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of Base Rent and all Additional Rent and other charges payable by Tenant hereunder, and, except only to the extent that Tenant may be prevented from so doing, pursuant to the terms of the order of the condemning authority or law, court order or regulation affecting a Temporary Taking, Tenant shall perform and observe all of the other terms, covenants, conditions and obligations hereof upon the part of Tenant to be performed and observed, as though such Temporary Taking had not occurred. In the event of any such Temporary Taking, Tenant shall be entitled to receive the entire amount of the Condemnation Proceeds made for such Temporary Taking, whether paid by way of damages,

rent or otherwise, unless such period of temporary use or occupancy shall extend beyond the Expiration Date or sooner termination of this Lease, in which case the Condemnation Proceeds shall be apportioned between Landlord and Tenant as of the Expiration Date or sooner termination of this Lease. Tenant covenants that upon the expiration of any such period of temporary use or occupancy if it shall be during the Term, it will restore the Demised Premises, as nearly as may be reasonably possible, to the condition in which the same were immediately prior to such taking. Any portion of the Condemnation Proceeds received by Tenant as compensation for the cost of restoration of the Demised Premises shall, if such period of temporary use or occupancy shall extend beyond the Term, be apportioned between Tenant and Landlord as of the Expiration Date or sooner termination of this Lease.

ARTICLE XII. ASSIGNMENT AND SUBLETTING

Section 12.01 Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage, or encumber this Lease or any of its rights or estates hereunder, sublet the Demised Premises or any part thereof, or permit the Demised Premises, or any part thereof, to be used or occupied by others, pursuant to a management agreement, license agreement or otherwise, without the prior written consent of Landlord in each instance, not to be unreasonably withheld, conditioned or delayed. If this Lease be assigned, or if the Demised Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the Base Rent and Additional Rent herein reserved, but no assignment, subletting, occupancy, or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, subtenant, or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Landlord's consent to an assignment or subletting shall not, in any wise, be construed to relieve Tenant from obtaining Landlord's express written consent to any further assignment or subletting. In no event shall any permitted sublessee assign or encumber its sublease, further sublet all or any portion of its sublet space, or otherwise suffer to permit the sublet space, or any part thereof, to be used or occupied by others, without Landlord's prior written consent in each instance. The foregoing prohibitions and restrictions shall be expressly set forth in each sublease entered into by Tenant. A modification, amendment or extension of a sublease shall be deemed to be a subletting.

Section 12.02 If Tenant shall desire to assign this Lease or to sublet all or part of the Demised Premises, Tenant shall submit to Landlord a written request for Landlord's consent to such assignment or subletting, which request shall contain or be accompanied by the following: (i) a duplicate original or photocopy of the executed assignment agreement or sublease (which, in the case of a subletting of a portion of the Demised Premises, shall include a floor plan designating the space to be sublet); (ii) a written statement setting forth the identity of the proposed assignee or subtenant and its principals, the nature and character of the business of the proposed assignee or subtenant and its proposed use of the Demised Premises; (iii) current banking, financial and other credit information with respect to the proposed assignee or subtenant, including a copy of the financial statement for its most current fiscal year, certified or audited by a firm of independent certified public accountants, sufficient to enable Landlord to determine the financial responsibility of the proposed assignee or subtenant and its principals; and (iv) an agreement by Tenant indemnifying Landlord (whether or not Landlord consents to such assignment or subletting) against liability resulting from any claims that may be made against Landlord by the proposed assignee or subtenant or by any brokers or other persons claiming a commission or compensation in connection with the proposed assignment or sublease.

Section 12.03 If the proposed transaction is an assignment, or a sublease of fifty (50%) percent or more of the Demised Premises, then Landlord shall then have the following option, to be exercised by written notice ("Exercise Notice") given to Tenant within thirty (30) days after receipt of Tenant's request for consent to such assignment or subletting accompanied by the information required by Section 12.02(i)-(iv) above:

(a) Landlord may require Tenant to surrender the Demised Premises to Landlord and to accept a termination of this Lease as of a date (the "Termination Date") to be designated by Landlord in the Exercise Notice, which shall not be less than sixty (60) days nor more than one hundred twenty (120) days following the date of the Exercise Notice. If Landlord shall elect to require Tenant to surrender the Demised Premises and accept a termination of this

Lease, then this Lease shall expire on the Termination Date as if that date had been originally fixed as the Expiration Date. If Landlord exercises its option to terminate this Lease, Landlord shall be free to, and shall have no liability for, leasing the Demised Premises or any other space to Tenant's prospective assignee or subtenant.

(b) If Tenant proposes to sublease the Demised Premises or any part thereof, in addition to Landlord's rights under clause (a) above, Landlord shall have the right to sublease the entire Demised Premises or part thereof that tenant proposes to sublease from Tenant on the terms set forth in clause (c) below (Landlord's aforesaid option to sublease the Demised Premises from Tenant being referred to herein as a "Recapture Sublease"). Landlord shall have the right to elect a Recapture Sublease only by giving notice thereof to Tenant on or prior to the thirtieth (30th) day after the date that Tenant gives to Landlord Tenant's request for consent to an assignment or subletting accompanied by the information required by Section 12.02(i)-(iv) above Statement.

(c) If Landlord elects a Recapture Sublease pursuant to this Section 12.03, then Tenant shall demise and sublease to Landlord (or Landlord's designee), and Landlord (or Landlord's designee) shall hire and take from Tenant, the Demised Premises or part thereof that Tenant proposes to sublease as aforesaid, and for the term set forth in the proposed sublease, at a rental equal to the lesser of (i) the rental set forth in the proposed sublease, and (ii) the Rent due hereunder (as reduced proportionately based upon the actual Gross Leasable Area of the space covered by the proposed sublease, and otherwise on the same terms set forth in this Lease. If Tenant's proposal to sublease as set forth in the proposed sublease contemplated that Tenant would provide the proposed subtenant with a work allowance (or work performed by or on behalf of Tenant in lieu thereof or in addition thereto), a free rent period, or other similar inducements or concessions, then Landlord shall have the right to either (x) reduce the rental due from Landlord or Landlord's designee to Tenant by reason of the Recapture Sublease by an equitable amount to reflect that the Recapture Sublease does not require Tenant to provide such inducements or concessions to Landlord, or (y) require Tenant to provide such inducements or concessions to Landlord or Landlord's designee under the Recapture Sublease. Landlord shall have the right to further sublease the Demised Premises or part thereof covered by the Recapture Sublease or assign Landlord's interest under such sublease, in each case without Tenant's approval. Landlord shall have no obligation to make any payments to Tenant on account of any profit derived by Landlord from any such sublease or assignment. Landlord shall have the right to perform or to permit to be performed alterations in the Demised Premises covered by the Recapture Sublease without Tenant's approval (it being agreed, however, that Tenant shall have no obligation, upon the expiration or earlier termination of the Term, to remove any such alterations performed in the Demised Premises). Landlord shall have no obligation to remove any such alterations upon the expiration or earlier termination of the Recapture Sublease. Landlord (or Landlord's subtenants or assignees) shall have the right to use the Demised Premises under a Recapture Sublease for any lawful purpose. If Landlord elects a Recapture Sublease, then Tenant shall execute and deliver to Landlord (or Landlord's designee), and Landlord shall execute and deliver (or shall cause Landlord's designee to execute and deliver) to Tenant, a sublease prepared by or on behalf of Landlord providing therefor, in accordance with the provisions of this Section 12.03, as promptly as reasonably practicable after Landlord elects such Recapture Sublease. Landlord acknowledges that a default by Landlord (or Landlord's designee) under a Recapture Sublease, or the exercise by Landlord or Landlord's designee of its rights under a Recapture Sublease, shall not constitute a default by Tenant hereunder.

Section 12.04 In the event Landlord does not terminate this Lease pursuant to Section 12.03 above, and provided that Tenant is not in default of any of Tenant's obligations under this Lease, Landlord's consent (which must be in writing and in form reasonably satisfactory to Landlord) to the proposed assignment or sublease shall not be unreasonably withheld or delayed, provided and upon condition that:

(a) Tenant shall have complied with the provisions of Section 12.02;

(b) The proposed assignee or subtenant (and its principals) are reputable persons of good character and with sufficient financial worth considering the responsibility involved, and Landlord has been furnished with reasonable proof thereof;

(c) The form of the proposed sublease or instrument of assignment shall be in form reasonably satisfactory to Landlord and shall comply with the applicable provisions of this Article;

(d) Tenant shall reimburse Landlord on demand for the reasonable costs that may be incurred by Landlord in connection with said assignment or sublease, including, without limitation, the costs of making investigations as to the acceptability of the proposed assignee or subtenant, and legal fees incurred in connection with the requested consent,

(e) Under no circumstances whatsoever shall the Demised Premises or any part thereof be used for any use inappropriate for the Building.

Section 12.05 No assignment or subletting shall be made:

(a) by the legal representatives of Tenant or by any person to whom Tenant's interest under this Lease passes by operation of law, except in compliance with the provisions of this Article; or

(b) to any person or entity for the conduct of a business which is not in keeping with the Certificate of Occupancy and applicable zoning laws.

Section 12.06 In the event that Tenant fails to execute and deliver the assignment or sublease to which Landlord consented within ninety (90) days after the giving of such consent, then Tenant shall again comply with all of the provisions and conditions of Sections 12.02, 12.03 and 12.04 above, before assigning this Lease or subletting all or part of the Demised Premises. Each subletting pursuant to this Article shall be subject to all of the applicable covenants, agreements, terms, provisions and conditions contained in this Lease. Notwithstanding any such subletting and/or acceptance of Base Rent or Additional Rent by Landlord from any subtenant, Tenant shall and will remain fully liable for the payment of the Base Rent and Additional Rent due, and to become due, hereunder, for the performance of all of the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed and for all acts and omissions of any licensee, subtenant, or any other person claiming under or through any subtenant that shall be in violation of any of the obligations of this Lease, and any such violation shall be deemed to be a violation by Tenant. Tenant further agrees that, notwithstanding any such subletting, no other and further subletting of the Demised Premises by Tenant, or any person claiming through or under Tenant shall, or will be made, except upon compliance with, and subject to, the provisions of this Article. If Landlord shall decline to give its consent to any proposed assignment or sublease, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, liabilities, damages, costs and expenses (including reasonable counsel fees) resulting from any claims that may be made against Landlord by the proposed assignee or subtenant or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease.

Section 12.07 With respect to each and every sublease or subletting, it is further agreed that:

(a) no subletting shall be for a term ending later than the Expiration Date;

(b) no sublease shall be valid, and no subtenant shall take possession of the Demised Premises or any part thereof, until an executed counterpart of such sublease has been delivered to Landlord;

(c) each sublease shall provide that it is subject and subordinate to this Lease and to the matters, including but not limited to all mortgages and leases to which this Lease is or shall be subordinate, that subtenant shall have no greater rights with respect to the Demised Premises or its tenancy than Tenant has under the terms of this Lease, and that, in the event of termination, re-entry, or dispossession by Landlord under this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant as sublandlord under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not: (a) be liable for any previous act or omission of Tenant under such sublease; (b) be subject to any counterclaim, defense or offset that theretofore accrued to such subtenant against Tenant; or (c) be bound by any previous modification of such sublease or by any previous prepayment of more than one month's Base

Rent or any Additional Rent then due under the sublease unless such modification or prepayment shall have been approved in writing by Landlord, (iv) be obligated to repair the subleased space or the Building or any part thereof, in the event of total or substantial total damage beyond such repair as can reasonably be accomplished from the net proceeds of insurance actually made available to Landlord, (v) be obligated to repair the subleased space or the Building or any part thereof, in the event of partial condemnation beyond such repair as can reasonably be accomplished from the net proceeds of any award actually made available to Landlord, or (vi) be obligated to perform any work in the subleased space or the Building or to prepare them for occupancy beyond Landlord's obligations under this Lease, and the subtenant shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such attornment; and

(d) the sublease shall expressly prohibit any subletting or assignment without the consent of Landlord.

Section 12.08 Any assignment or transfer shall be made only if, and shall not be effective until, the assignee shall execute, acknowledge and deliver to Landlord an agreement, in form and substance satisfactory to Landlord, whereby the assignee shall assume all of the obligations of this Lease on the part of Tenant to be performed or observed and whereby the assignee shall agree that the provisions contained in Section 12.01 shall, notwithstanding such assignment or transfer, continue to be binding upon it in respect of all future assignments and transfers. The original named Tenant and each assignee covenant that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of Base Rent and/or Additional Rent by Landlord from an assignee, transferee, or any other party, the original named Tenant and each assignee shall remain fully liable for the payment of Base Rent and Additional Rent and for the other obligations of this Lease on the part of the Tenant to be performed or observed.

Section 12.09 In no event shall Tenant be entitled to make, nor shall Tenant make, any claim, and Tenant hereby waives any claims, for money damages (nor shall Tenant claim any money damages by way of set-off counterclaim or defense) based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed its consent or approval to a proposed assignment or subletting as provided for in this Article. In such event, Tenant's sole remedy shall be, at its option, (i) an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment, or (ii) expedited arbitration as set forth in Article Twenty Nine hereof.

Section 12.10 Tenant shall not be deemed to have assigned this Lease solely by virtue of a change in its ownership or control.

Section 12.11 The joint and several liability of Tenant and any immediate or remote successor in interest to Tenant, and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not be discharged, released, or impaired in any respect by any agreement or stipulation made by Landlord extending the time of, or modifying any of the obligations of this Lease, or by any waiver or failure of Landlord to enforce any of the obligations of this Lease.

Section 12.12 The listing of any name other than that of Tenant, whether on the doors of the Demised Premises, or otherwise, shall not operate to vest any right or interest in this Lease or in the Demised Premises, nor shall it be deemed to be the consent of Landlord to any assignment or transfer of this Lease, to any sublease of the Demised Premises, or to the use or occupancy thereof by others.

Section 12.13 If Tenant shall enter into any subleases, assignments or other agreements for the occupancy of the Demised Premises or any portion thereof, or if there is a transfer of this Lease by operation of law, or otherwise, and if Tenant shall receive any consideration from its assignee, subtenant or licensee for or in connection with the assignment or the subletting, as the case may be, or, if Tenant shall sublet or otherwise permit occupancy of the Demised Premises at a rental rate (including Additional Rent) or other periodic aggregate consideration in excess of the Base Rent and Additional Rent due hereunder, Tenant shall pay to Landlord, upon receipt, as Additional Rent hereunder, one half of such consideration or excess (including, without limitation, sums designated by the assignee or sublessee as paid for the purchase of Tenant's Fixtures and Equipment in the Demised Premises, less the then net unamortized or undepreciated

costs thereof determined on the basis of tenant's federal income tax returns, or, if Tenant does not file such returns, on the same basis as carried on Tenant's books) as shall exceed the reasonable brokerage commissions and reasonable attorneys' fees and disbursements reasonably incurred by Tenant for such assignment or sublease.

Section 12.14 Any sublease or assignment permitted under this Lease that is for an amount in excess of Tenants obligation to Landlord shall have said excess shared 50/50 with the Landlord.

Section 12.15 Notwithstanding anything to the contrary contained in this Lease, if this Lease is assigned or all or substantially all of the Demised Premises is sublet, Landlord shall have the right, in its sole and absolute discretion, to increase the Base Rent for the remainder of the Term to an amount equal to 105% of the Base Rent set forth in Section 2.02(a) or as determined by Sections 1.02(b)(iii), 1.02(b)(v) and 1.02(b)(vi), as applicable. The foregoing right of Landlord shall be in addition to, and not in lieu of, Landlord's other rights under this Lease, including the rights set forth in Section 12.13 above.

ARTICLE XIII. QUIET ENJOYMENT

Section 13.01 Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the Base Rent and Additional Rent due hereunder and observing and performing all the terms, covenants and conditions on of Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Demised Premises without hindrance or molestation by Landlord, subject, nevertheless, to the terms, covenants and conditions of this Lease and to the Superior Lease and Superior Mortgage.

ARTICLE XIV. SUBORDINATION AND ATTORNMENT

Section 14.01 Lease Subordinate. This Lease and all rights of Tenant hereunder are, and shall be, subject and subordinate to: (a) all ground leases, operating leases, superior leases, underlying leases and grants of term of the Land on which the building and improvement stands and the building or any portion thereof not in existence on the date hereof (collectively, including the applicable items set forth in subdivision (iv) below, the "Superior Lease"); (ii) all mortgages and building loan agreements, including leasehold mortgages and spreader and consolidation agreements, which may now or hereafter affect the Demised Premises and/or the Land and/or the Superior Lease (collectively, including the applicable items set forth in subdivisions (iii) and (iv) below, the "Superior Mortgage") whether or not the Superior Mortgage shall also cover other lands or buildings or leases, except that a mortgage on the Land only shall not be a Superior Mortgage so long as there is in effect a Superior Lease which is not subordinate to such mortgage; (iii) each advance made or to be made under the Superior Mortgage; and (iv) all amendments, modifications, supplements, renewals, substitutions, refinancing's and extensions of the Superior Lease and the Superior Mortgage and all spreaders and consolidations of the Superior Mortgage. The provisions of this Article shall be self-operative and no further instrument of subordination shall be required. Tenant shall promptly execute and deliver, at its own expense, any instrument, in recordable form, if requested, that Landlord, the Superior Lessor or the Superior Mortgagee may reasonably request at any time and from time to time to evidence such subordination. Tenant shall execute, acknowledge and deliver any such instrument within fifteen (15) days after request therefor. The Superior Mortgagee may elect that this Lease shall be deemed to have priority over such Superior Mortgage, whether this Lease is dated prior to, or subsequent to, the date of such Superior Mortgage. If, in connection with obtaining, continuing or renewing of financing for which the Demised Premises and/or the Land and/or the interest of the lessee under the Superior Lease represents collateral, in whole or in part, the Superior Mortgagee shall request reasonable modifications of this Lease as a condition of such financing, Tenant will not unreasonably withhold its consent thereto, provided that such modifications do not adversely increase the obligations of Tenant hereunder, diminish the rights of Tenant hereunder, or cause a change in Tenant's financial obligations hereunder.

Section 14.02 Landlord's Notice to Tenant. Landlord hereby notifies Tenant that this Lease may not be cancelled or surrendered, or modified or amended so as to reduce the Base Rent or Additional Rent, shorten the Term or adversely affect in any other respect, to any

material extent, the rights of Landlord hereunder, and that Landlord may not accept prepayments of any installments of Base Rent or Additional Rent except for prepayments in the nature of security for the performance of Tenant's obligations hereunder without the consent of any Superior Lessor or Superior Mortgagee in each instance, except that said consent shall not be required for the prosecution of any action or proceedings against Tenant by reason of a default on the part of Tenant under the terms of this Lease.

Section 14.03 Attornment by Tenant. If, at any time prior to the termination of this Lease, any Superior Lessor or Superior Mortgagee or any other person or the successors or assigns of the foregoing (herein collectively referred to as "Successor Landlord") shall succeed to the rights of Landlord under this Lease, Tenant agrees, at the election and upon request of any such Successor Landlord, to fully and completely attorn to and recognize any such Successor Landlord, as Tenant's Landlord under this Lease upon the then executory terms of this Lease, provided such Successor Landlord shall agree in writing to accept Tenant's attornment. The foregoing provisions of this subparagraph shall inure to the benefit of any such Successor Landlord, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of the Superior Lease, shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions. Upon the request of any such Successor Landlord, Tenant shall execute and deliver, from time to time, instruments satisfactory to any such Successor Landlord in recordable form, if requested, to evidence and confirm the foregoing provisions of this subparagraph, acknowledging such attornment and setting forth the terms and conditions of its tenancy. Upon such attornment this Lease shall continue in full force and effect as a direct lease between such Successor Landlord and Tenant upon all of the then executory terms of this Lease except that such Successor Landlord shall not be: (i) liable for any previous act or omission or negligence of Landlord under this Lease; (ii) subject to any counterclaim, defense or offset, not expressly provided for in this Lease and asserted with reasonable promptness, which theretofore shall have accrued to Tenant against Landlord; (iii) bound by any previous modification or amendment of this Lease made after the granting of such senior interest, or by any previous prepayment of more than one month's Base Rent or Additional Rent, unless such modification or prepayment shall have been approved in writing by any Superior Lessor or Superior Mortgagee through or by reason of which the Successor Landlord shall have succeeded to the rights of Landlord under this Lease; (iv) obligated to repair the Demised Premises or any part thereof, in the event of total or substantial damage beyond such repair as can reasonably be completed with the net proceeds of insurance actually made available to Successor Landlord, provided all insurance to be maintained by the Landlord hereunder is thus maintained; or (v) obligated to repair the Demised Premises or any part thereof, in the event of partial condemnation beyond such repair as can reasonably be completed with the net proceeds of any award actually made available to Successor Landlord. Nothing contained in this subparagraph shall be construed to impair any right otherwise exercisable by any such Successor Landlord.

Section 14.04 Tenant's Right to Cancel Lease. If any act or omission by Landlord would give Tenant the right, immediately or after lapse of time, to cancel or terminate this Lease or to claim a partial or total eviction, Tenant will not exercise any such right until (i) it has given written notice of such act or omission to each Superior Mortgagee and each Superior Lessor, whose name and address shall have previously been furnished to Tenant, by delivering notice of such act of omission addressed to each such party at its last address so furnished, and (ii) a ten (10) day period for remedying such act or omission shall have elapsed following such giving of notice and following the time when such Superior Mortgagee or Superior Lessor shall have become entitled under such Superior Lease or Superior Mortgage, as the case may be, to remedy the same (which shall in no event be less than the period to which Landlord would be entitled under this Lease to effect such remedy) provided such Superior Mortgagee or Superior Lessor shall, with reasonable diligence, give Tenant notice of its intention to remedy such act or omission and shall commence and continue to act upon such intention.

Section 14.05 Non-Disturbance, Subordination and Attornment.

(a) Landlord shall obtain from the holder of any future Superior Mortgage not in existence on the date hereof an agreement in recordable form between the holder of the Superior Mortgage and Tenant in Superior Mortgagee's form and providing in substance that so long as Tenant shall not be in default under this Lease beyond any period of time given to Tenant to cure such default and shall be in actual occupancy of the Demised Premises, that the holder of such Superior Mortgage shall not name or join Tenant as a party defendant or otherwise in any suit,

proceeding or action to enforce, nor will this Lease be terminated by enforcement of any rights given to such holder of the Superior Mortgage or its successors or assigns pursuant to the terms, covenants or conditions contained in the Superior Mortgage (including the foreclosure of the same) or otherwise disturb the right of Tenant to the quiet enjoyment of the Demised Premises in the event of the enforcement of the terms of the Superior Mortgage by such holder (including the foreclosure of the same); except that to the extent required by law, Tenant may be named in such proceeding so long as the relief requested does not contravene the provisions of this Section. Tenant shall join in any agreement issued by the holder of the Superior Mortgage to evidence its agreement and consent thereto and to any other such terms as may be reasonably required by the holder of the Superior Mortgage as a condition to its issuance of such agreement, provided that any such agreement shall not increase the obligations or reduce the rights of Tenant under this Lease. In connection with the Superior Mortgagees' review of this Lease and the preparation of such non-disturbance agreement, Landlord and Tenant shall each pay one-half (1/2) of the attorneys' fees charged by the Superior Mortgagee in connection therewith, and Tenant shall pay to Landlord such one-half of the Superior Mortgagee's fees within ten (10) days after demand as Additional Rent. Landlord shall have no obligation to obtain or request such a non-disturbance agreement from the holder of any existing Superior Mortgage on the date hereof.

(b) Landlord shall obtain from the holder of any future Superior Lessor an agreement in recordable form between the holder of the Superior Lessor and Tenant in Superior Lessor's form and providing in substance that so long as Tenant shall not be in default under this Lease beyond any period of time given to Tenant to cure such default and shall be in actual occupancy of the Demised Premises, that the holder of such Superior Lessor shall not name or join Tenant as a party defendant or otherwise in any suit, proceeding or action to enforce, nor will this Lease be terminated by enforcement of any rights given to such holder of the Superior Lessor or its successors or assigns pursuant to the terms, covenants or conditions contained in the Superior Lessor or otherwise disturb the right of Tenant to the quiet enjoyment of the Demised Premises in the event of the enforcement of the terms of the Superior Lessor by such holder (including the foreclosure of the same); except that to the extent required by law, Tenant may be named in such proceeding so long as the relief requested does not contravene the provisions of this Section. Tenant shall join in any agreement issued by the holder of the Superior Lessor to evidence its agreement and consent thereto and to any other such terms as may be reasonably required by the holder of the Superior Lessor as a condition to its issuance of such agreement, provided that any such agreement shall not increase the obligations or reduce the rights of Tenant under this Lease. In connection with the Superior Lessor's review of this Lease and the preparation of such non-disturbance agreement, Landlord and Tenant shall each pay one-half (1/2) of the attorneys' fees charged by the Superior Lessor in connection therewith, and Tenant shall pay to Landlord such one-half of the Superior Mortgagee's fees within ten (10) days after demand as Additional Rent.

ARTICLE XV. REPAIRS, MAINTENANCE, AND UTILITIES

Section 15.01 Throughout the term of this Lease, Tenant, at its sole cost and expense, shall take good care of the Demised Premises (including, but not limited to, the public and exterior portions of the same), the fixtures, equipment and machinery therein, all appurtenances of the Demised Premises, all alleyways, passageways, sidewalks, curbs and vaults adjoining the Demised Premises, and shall keep the same in good order and condition, ordinary wear excepted, and make all necessary repairs thereto, interior and exterior, ordinary and extraordinary, structural and non-structural, and foreseen and unforeseen. The term "repairs" as used in this Article shall include, but shall not be limited to, all necessary or appropriate replacements and renewals, any necessary or appropriate changes, alterations, additions and betterments. Notwithstanding the above Landlord will replace HVAC units if replacement is required.

Section 15.02 Landlord shall not be required to furnish electricity, gas, heat, hot or cold water or any other utilities, services or facilities or to make any maintenance or repairs in or about the Demised Premises; Tenant hereby assuming the full and sole responsibility for furnishing and paying for such utilities and making all repairs to, and for any condition, operation, maintenance and management of, the Demised Premises and the sidewalks, curbs and vaults adjoining same as at the date hereof and during the term of this Lease.

Section 15.03 Tenant shall, at its own sole cost and expense maintain landscaping, keep the sidewalks, curbs, entrances, passageways, parking spaces and areas adjoining or appurtenant

to the Demised Premises in a clean and orderly condition, free of snow, ice, rubbish and obstructions.

Section 15.04 Landlord shall, at its own sole cost and expense, repair and maintain major structural components of the Building (such as the roof and foundation), the exterior of the Building, and the parking lot.

**ARTICLE XVI.
COMPLIANCE WITH LAWS, ORDINANCES, ETC.**

Section 16.01 Throughout the term of this Lease, Tenant, at its own sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all Governmental Authorities and Quasi-Governmental Authorities, and all orders, rules and regulations of the National and Local Boards of Fire Underwriters or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Demised Premises, the appurtenances thereof and the sidewalks, alleyways, passageways, curbs and vaults adjoining the Demised Premises, or to the use or manner of use of the Demised Premises or the owners, tenants, or occupants thereof, whether or not any such law, ordinance, order, rule, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Demised Premises. Tenant will also procure, pay for and maintain all permits, licenses and other authorizations needed for the operation of the Demised Premises and the conduct of Tenant's business thereat. Landlord shall have no obligation to comply with any of the foregoing laws, rules or regulations.

Section 16.02 Tenant shall likewise, at its own sole cost and expense, observe and comply with the requirements of the policies of public liability, fire and all other insurance at any time in force with respect to the Demised Premises, and Tenant shall, in the event of any violation or attempted violation of the provisions of this Section or Section 16.01 by any subtenant or other occupant of the Demised Premises, take steps immediately to remedy or prevent the same, as the case may be.

Section 16.03 Notwithstanding anything to the contrary in this Lease, Tenant may operate a medical marijuana dispensary at the Demised Premises in accordance with New York law, it being acknowledged and understood by the parties that such activities violate the federal Controlled Substances Act.

**ARTICLE XVII.
SIGNAGE**

Section 17.01 Signage. Tenant shall have the right to install and maintain, at its own expense, signage, canopies, awnings, flags and banners on the exterior of the Demised Premises, all to the extent permitted by Legal Requirements and subject to the prior written approval of Landlord as to dimensions, material, content, words, location, lettering and design, which approval shall not be unreasonably withheld or delayed; provided such exterior sign is consistent with the overall exterior appearance, design and color of the Demised Premises. Tenant shall submit quadruplicate copies of its sign drawings and specifications, including samples of materials and colors for Landlord approval. Such drawings shall show location of sign on the exterior of the Demised Premises, elevation drawing and shall clearly indicate color, materials, attachment devices and construction details. Tenant shall comply with all Legal Requirements and Insurance Requirements. Tenant shall obtain and pay for all permits required in connection with any of the foregoing. Tenant expressly agrees that no sign, canopy, awning, flag or banner shall be installed on the exterior of the Demised Premises until all approvals and permits are first obtained and copies thereof delivered to Landlord with evidence of payment for any fees pertaining thereto. Tenant agrees to pay all annual renewal fees pertaining to Tenant's signage, canopies, awnings, flags and banners. Tenant agrees to indemnify and hold Landlord harmless of and from all loss, cost, liability and expense (including but not limited to reasonable counsel fees) in connection with the installation and maintenance of any sign, canopy, awning, flag or banner. Tenant agrees to indemnify and hold Landlord harmless of and from all losses, costs, liabilities and expenses (including but not limited to reasonable counsel fees) in connection with the installation and maintenance of any sign, awning, canopy, flag and/or banner.

Section 17.02 Landlord's Right to Remove Signs, Etc. In the event that Tenant does not comply with the provisions of this Article Seventeen, Landlord reserves the right, upon five (5) day's prior written notice to Tenant and at Tenant's sole cost and expense, to remove any signage, canopies, awnings, flags and banners. The rights of Landlord as set forth in this Section 17.02 shall not be deemed Landlord's exclusive remedy for Tenant's default or failure to comply with the provisions of this Article Seventeen.

Section 17.03 Tenant's End of Term Obligations. On the Expiration Date or the expiration date of any Renewal Term (or such earlier termination date of this Lease), Tenant, at Tenant's sole cost and expense, shall remove Tenant's sign(s), awning(s), canopies, flags and banners permitted hereunder and repair any damage to the Demised Premises resulting from such or the removal thereof.

ARTICLE XVIII. MISCELLANEOUS

Section 18.01 Waiver. No waiver of any condition, duty or covenant in this Lease by either party, express or implied, shall be deemed to imply or constitute a future waiver of the same or any other condition, duty or covenant of this Lease. The receipt by Landlord of Base Rent or Additional Rent with knowledge of breach of any obligation of this Lease shall not be deemed a waiver of such breach. The failure of Landlord to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Landlord of Rent or the acceptance by Landlord or performance of anything required by this Lease to be performed by Tenant with or without knowledge of the breach of a covenant shall not be deemed a waiver of such breach. No waiver of any provision, agreement or condition of this Lease shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged.

Section 18.02 Notices. Any notice, demand, request, submissions, approvals, consents, disapprovals or other communications or documents (each herein referred to as a "Notice") which, under the terms of this Lease or under any statute must or may be given, delivered, served or made by the parties hereto, must be in writing, and (unless otherwise provided by law) must be given or made by personal delivery or by mailing the same by registered or certified mail, return receipt requested, or by a next business day nationally recognized overnight express mail service such as (but not limited to) Federal Express:

If to Landlord:

924 Restaurant LLC
10-30B 154st
Whitestone, New York 11357

With a copy to:

Law Offices of Zaccaria & Sasson
175 East Shore Road
Great Neck, NY, 11023
Attn: William J. Zaccaria, Esq.

and if to Tenant:

Fiorello Pharmaceuticals, Inc.
917 Northern Blvd.
Great Neck, New York

with a copy to:

Lauren Handel, Esq.
Foscolo & Handel PLLC
765 Larger Cross Road
Bedminster, NJ 07921

or to such other addresses as either party may hereinafter designate by written notice.

Any notice given hereunder shall be deemed delivered on the third (3rd) day after the notice is deposited in a United States General branch post office, maintained by the United States Government in the City of New York, as hereinbefore provided, or, if sent by hand, on the date the same is actually delivered, or if sent by next business day overnight courier, on the next business day after the date upon which the same is deposited with the courier for delivery.

Section 18.03 Construction. Whenever a word appears herein in its singular form, such word shall include the plural, and the feminine gender shall include the masculine and neuter genders. This Agreement shall be construed without reference to words or terms of art, titles of Articles, Sections or Clauses, which are inserted for convenience of reference only

Section 18.04 Estoppel Certificate. Tenant shall, at any time and from time to time, at the request of the Landlord, upon not less than five (5) days' notice, if given in person, or ten (10) days' notice, if given by mail, execute, acknowledge and deliver to Landlord and/or any other person, firm or corporation specified by Landlord, a statement (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) certifying the dates to which the Base Rent and Additional Rent have been paid and the amounts thereof, (iii) stating whether or not, to the best of the knowledge of the Tenant, the Landlord is in default in performance of any of its obligations under this Lease, and, if so, specifying each such default of which the Tenant may have knowledge, and (iv) such other information as Landlord may reasonably request. Tenant acknowledges and agrees that any such statement delivered pursuant hereto may be relied upon by others with whom Landlord may be dealing, including, without limitation, a Superior Lessor, a Superior Mortgagee, or any lessee or any prospective purchaser, lessee, mortgagee or assignee of any mortgagee or lessee.

Section 18.05 Governing Law and Submission to Jurisdiction.

(a) This Lease shall be construed and enforced in accordance with the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this Lease shall be litigated only in courts located within the County of Nassau, State of New York, or the United States District Court, Southern District of New York.

(b) This Lease shall be deemed to have been made in Nassau County, State of New York, and shall be construed in accordance with the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this Lease shall be litigated only in courts located within the County of Nassau. Tenant, any guarantor of the performance of its obligations hereunder and their successors and assigns, hereby subject themselves to the jurisdiction of any state or federal court located within such county, waive personal service of any process upon them in any action or proceeding therein, and consent that such process be served by certified or registered mail, return receipt requested, directed to the Tenant and any successor at Tenant's address hereinabove set forth, or to any guarantor and to any assignee at the address set forth in the instrument of guaranty and to any assignee at the address set forth in the instrument of assignment. Such service shall be deemed made three (3) days after such process is so mailed.

Section 18.06 Invalidity or Inapplicability of Clause. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 18.07 Unavoidable Delays. If Landlord or Tenant shall be delayed or prevented from the performance of any act required hereunder by reason of acts of war, acts of terrorism, acts of God, strikes, lockouts, labor troubles, inability to procure materials or a substitute therefor of equal or better quality at a comparable price, restrictive governmental or quasi- governmental laws or regulations, adverse weather, unusual delay in transportation or any other cause without fault and beyond the control of the obligated party (herein collectively referred to as "Unavoidable Delays"), then upon written notice to the other party, the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall

be extended for a period equivalent to the period of such delay; provided, however, the obligated party shall exercise all reasonable efforts to remedy any such cause of delay or cause preventing performance.

Section 18.08 Successors or Assigns. Except as otherwise specified in this Lease, the provisions contained in this Lease shall run with the land and bind and inure to the benefit of Landlord and Tenant, their permitted successors and assigns.

Section 18.09 Attorneys' Fees. Tenant hereby agrees to pay, as Additional Rent, all reasonable attorneys' fees and disbursements (and all other court costs or expenses of legal proceedings) which Landlord may actually incur or pay out by reason of, or in connection with:

(a) Any action or proceeding by Landlord to terminate this Lease due to Tenant's default under this Lease in which Landlord substantially obtains the relief sought in such action or proceeding or by settlement thereof; and

(b) Any other action or proceeding by Landlord against Tenant arising from any default by Tenant, which remains uncured (including, but not limited to, any arbitration proceeding) in which Landlord substantially obtains in such action or proceeding or by settlement thereof the relief sought by Landlord in bringing such action or proceeding;

(c) Any action or proceeding brought by Tenant against Landlord (or any officer, director, shareholder, member, trustee, partner or employee of Landlord) (including, but not limited to, any arbitration proceeding) in which Tenant fails to substantially obtain the relief sought in such action or proceeding or by settlement thereof; and

(d) Any other appearance by Landlord (or any officer, partner or employee of Landlord) as a witness or otherwise in any action or proceeding whatsoever involving or affecting Tenant or this Lease.

Tenant's obligations under this Section 18.09 shall survive the expiration of the Term hereof or any other termination of this Lease. This Article is intended to supplement, and not to limit, other provisions of this Lease pertaining to indemnities and/or attorneys' fees.

Section 18.10 Entire Agreement. This Lease embodies the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

Section 18.11 Modification. This Lease may not be modified except by a written agreement signed by both Landlord and Tenant.

Section 18.12 Broker. Landlord and Tenant each represent and warrant for the benefit of the other that it has not dealt with any real estate agent or broker in connection with this Lease agreement other than Douglass Elliman and AAA Realty Services Inc. Landlord and Tenant each covenant and agree to indemnify and save the other harmless from and against all loss, cost and expense (including reasonable attorneys' fees) incurred by reason of the breach of said representation and warranty. The obligations of Landlord and Tenant under this Section shall survive the expiration or earlier termination of the Term hereof. Landlord shall pay said commission pursuant to a separate agreement.

Section 18.13 Date of Lease. All references to the "date of this Lease" or the "date hereof", the "date upon which this Lease is fully executed" and the like shall be deemed to be the last date on which this Lease shall be executed by Landlord and by Tenant.

Section 18.14 Limitation of Liability. It is understood and agreed Tenant shall look solely to the estate and interest of Landlord, its successors and assigns, in the Demised Premises for the satisfaction of any right or remedy of Tenant for the collection of any judgment (or other judicial process) recovered against Landlord based upon the breach by Landlord of any of the terms, conditions or covenants of this Lease on the part of Landlord to be performed or in the event of any liability by Landlord hereunder, and no other property or assets of Landlord or any partner, member, trustee, shareholder, officer or director thereof, disclosed or undisclosed, shall be subject to levy, execution, attachment or other enforcement procedures for the satisfaction of

Tenant's remedies under or with respect to either this Lease, the relationship of Landlord and Tenant hereunder, or Tenant's use and occupancy of the Demised Premises.

The provisions of this Section 18.14 shall survive the expiration of the Term or earlier termination of this Lease.

Section 18.15 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Base Rent, Additional Rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment, or pursue any other remedy in this Lease provided.

Section 18.16 Successor to Landlord. The term "Landlord" as used in this Lease, means only the owner of the Demised Premises or the mortgagee in possession, for the time being, so that in the event of a sale or sales or assignment or assignments of said fee, the said Landlord shall be entirely freed and relieved of all covenants and obligations of Landlord thereafter accruing hereunder, provided that at any such sale or assignment, the purchaser shall have expressly assumed and agreed in writing to carry out any and all covenants of Landlord hereunder.

Section 18.17 Counterparts, Signatures. This Lease may be executed in two (2) or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A manually signed copy of this Lease delivered by facsimile or electronic means shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Lease.

Section 18.18 Non-Merger. If the estates of Landlord and Tenant in the Demised Premises become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the merger doctrine, except at the express election of the owner.

Section 18.19 Disclaimer. Landlord shall not be liable or bound in any manner by any financial statements, written agreements, oral statements or representations which may have been presented or made to Tenant by the Landlord or any employee or agent of the Landlord, except as may be specifically set forth in this Lease.

Section 18.20 Tenant's Warranty. Tenant warrants and represents that (i) its execution and performance of this Lease will not violate any contract, judicial or administrative order, or other agreement or restriction to which Tenant is a party or by which it is bound, and (ii) the party signing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant.

Section 18.21 Conditional Limitation. If Tenant shall default in the payment of the Base Rent reserved herein, or any items of Additional Rent herein mentioned, or any part of either, during any two (2) months, whether or not consecutive, in any twelve (12) month period, and Landlord served upon Tenant petitions and notices of petition to dispossess Tenant by summary proceedings in each such instance, then, notwithstanding that such defaults may have been cured prior to the entry of a judgment against Tenant, any further default in the payment of any moneys due Landlord hereunder which shall continue for more than ten (10) days shall be deemed to be deliberate, and Landlord may thereafter serve a written five (5) days' notice of cancellation of this Lease, and the Term hereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this Lease and the Term thereof, and Tenant shall then quit and surrender the Demised Premises to Landlord, but Tenant shall remain liable for Base Rent, Additional Rent and as elsewhere provided in this Lease.

Section 18.22 Reimbursement of Landlord Expenses. Whenever Tenant shall submit to Landlord any plan, agreement or other document for Landlord's consent or approval and Landlord shall require the expert opinion of Landlord's counsel, architect, engineer or other representative, professional or agent as to the form or substance thereof, Tenant shall pay Landlord, as Additional Rent, within thirty (30) days of demand, the reasonable fee of such expert.

Section 18.23 Access to Demised Premises. To the extent permitted by New York law and the New York State Department of Health, Landlord or Landlord's agents shall have the right (but shall not be obligated) to enter the Demised Premises from time to time, upon at least 48 hours' notice to Tenant, or such longer notice period as may be required to obtain the approval of the Department of Health, and at reasonable times (except that, in the case of an emergency, Landlord may enter without providing notice to Tenant, to the extent permitted by New York law and the New York State Department of Health) to make such repairs, replacements and improvements as Landlord may deem necessary and reasonably desirable to the Demised Premises or which Landlord may elect to perform. Tenant shall permit Landlord to use and maintain and replace pipes and conduits in and through the Demised Premises and to erect new pipes and conduits therein provided they are concealed within the walls, floor, or ceiling. Landlord may, during the progress of such work in the Demised Premises, take all necessary materials and equipment into the Demised Premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of Rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. To the extent permitted by New York law and the New York State Department of Health, throughout the Term hereof Landlord shall have the right to enter the Demised Premises, upon at least 48 hours' notice to Tenant or such longer notice period as may be required to obtain approval of the Department of Health, at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees and during the last eighteen (18) months of the Term for the purpose of showing the same to prospective tenants. In addition, during the last eighteen (18) months of the Term, Landlord's agents may place upon the Demised Premises the usual notice "For Lease", which notices Tenant shall permit to remain thereon without molestation. If during the last month of the Term Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter, alter, renovate or redecorate the Demised Premises without limitation or abatement of Rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this Lease or Tenant's obligations hereunder. Landlord acknowledges and understands that regulations of the New York State Department of Health severely restrict access to medical marijuana dispensaries.

Section 18.24 Relationship of Parties. The relationship of the parties pursuant to this Lease shall be one of landlord and tenant. Nothing contained herein or in this Lease shall constitute a partnership between or joint venture by the parties hereto or constitute either the agent of the other or create the relationship of principal and agent. Neither party shall hold itself out contrary to the terms of this Section 18.24 and neither party shall be or become liable by any representation, act or omission of the other contrary to the provisions hereof or thereof. This Lease is not for the benefit of any third party and shall not be deemed to confer any right or remedy to such party whether referred to herein or not.

Section 18.25 Landlord's Consent. If Tenant shall request Landlord's consent or approval pursuant to any of the provisions of this Lease or otherwise, and Landlord shall fail or refuse to give, or shall delay in giving, such consent or approval, including, but not limited to, Article Twelve above, Tenant shall in no event make, or be entitled to make, any claim for damages (nor shall Tenant assert, or be entitled to assert, any such claim by way of defense, set-off, or counterclaim) based upon any claim or assertion by Tenant that Landlord unreasonably withheld or delayed its consent or approval, and Tenant hereby waives any and all rights that it may have from whatever source derived, to make or assert any such claim. Tenant's sole remedy for any such failure, refusal, or delay shall be either an action for a declaratory judgment, specific performance, or injunction or an arbitration proceeding pursuant to Article 30 of this Lease, and such remedies shall be available only in those instances where Landlord has expressly agreed in writing not to unreasonably withhold or delay its consent or approval or where, as a matter of law, Landlord may not unreasonably withhold or delay the same.

Section 18.26 Holding Over.

(a) Tenant agrees that it shall indemnify and save Landlord harmless against all costs, expenses, claims, damages, losses or liability resulting from delay by Tenant in surrendering the Demised Premises on the Expiration Date or the date this Lease is sooner terminated, including, without limitation, any claims made by any succeeding tenant founded on such delay. Additionally, the parties recognize and agree that other damage to Landlord resulting from any failure by Tenant timely to surrender the Demised Premises will be substantial, will exceed the amount of Base Rent and Additional Rent theretofore payable hereunder, and will be impossible of accurate measurement. Tenant therefore agrees that if possession of the Demised

Premises is not surrendered to Landlord within one (1) day after the Expiration Date or sooner termination of the Term, then Tenant will pay Landlord as liquidated damages for each month and for each portion of any month during which Tenant holds over in the Demised Premises after the Expiration Date or sooner termination of the Term, a sum equal to [REDACTED] of the average Base Rent and Additional Rent which was payable per month under this Lease during the last twelve (12) months of the Term (the "Hold Over Charge") during the first thirty (30) days following the Expiration Date or sooner termination of the Term, and [REDACTED] of the Hold Over Charge during the thirty-first (31st) day through the sixtieth (60th) day of such holding over in the Demised Premises, [REDACTED] of the Hold Over Charge during the sixty-first (61st) day through the ninetieth (90th) day of such holding over in the Demised Premises, [REDACTED] of the Hold Over Charge during the ninety-first (91st) day through the one hundred twentieth (120th) day of such holding over in the Demised Premises, and [REDACTED] of the Hold Over Charge during the one hundred twenty-first day (121st) and each month thereafter of such holding over in the Demised Premises. Nothing herein contained shall be deemed to create a month-to-month, year-to-year or other periodic tenancy during any period in which Tenant is a holdover tenant. The aforesaid obligations shall survive the expiration or sooner termination of this Lease.

(b) Nothing contained in this Section 18.26 shall be construed to mean that Landlord has given permission for Tenant or anyone else who occupies the Demised Premises to remain on in the Demised Premises as a monthly tenant, or as a tenant from month to month, and Landlord may proceed to evict Tenant through a holdover or other lawful action or proceeding.

(c) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any similar or successor law of same import then in force, in connection with any holdover proceedings which Landlord may institute to enforce the provisions of this Lease.

Section 18.27 RENT CONTROL. IN THE EVENT THE BASE RENT OR ADDITIONAL RENT OR ANY PART THEREOF PROVIDED TO BE PAID BY TENANT UNDER THE PROVISIONS OF THIS LEASE DURING THE TERM HEREOF SHALL BECOME UNCOLLECTIBLE OR SHALL BE REDUCED OR REQUIRED TO BE REDUCED OR REFUNDED BY VIRTUE OF ANY FEDERAL, STATE, COUNTY OR CITY LAW, ORDER OR REGULATION, OR BY ANY DIRECTION OF A PUBLIC OFFICER OR BODY PURSUANT TO LAW, OR THE ORDERS, RULES, CODE OR REGULATIONS OF ANY ORGANIZATION OR ENTITY FORMED PURSUANT TO LAW, WHETHER SUCH ORGANIZATION OR ENTITY BE PUBLIC OR PRIVATE, THEN LANDLORD, AT ITS OPTION, MAY AT ANY TIME THEREAFTER TERMINATE THIS LEASE BY NOT LESS THAN THIRTY (30) DAYS' WRITTEN NOTICE TO TENANT, ON A DATE SET FORTH IN SAID NOTICE, IN WHICH EVENT THIS LEASE AND THE TERM HEREOF SHALL TERMINATE AND COME TO AN END ON THE DATE FIXED IN SAID NOTICE AS IF THE SAID DATE WERE THE EXPIRATION DATE. LANDLORD SHALL NOT HAVE THE RIGHT TO SO TERMINATE THIS LEASE IF TENANT, WITHIN SUCH PERIOD OF THIRTY (30) DAYS, SHALL, IN WRITING, LAWFULLY AGREE THAT THE BASE RENT AND ADDITIONAL RENT HEREIN RESERVED ARE A REASONABLE RENTAL AND AGREES TO CONTINUE TO PAY SAID BASE RENT AND ADDITIONAL RENT, AND IF SUCH AGREEMENT BY TENANT SHALL THEN BE LEGALLY ENFORCEABLE BY LANDLORD.

ARTICLE XIX. TENANT COVENANTS

Section 19.01 Tenant shall not discharge or permit to be discharged into the waste lines, vents or flues of the Demised Premises, any acids, vapors or other materials. The water and wash closets and other plumbing fixtures in or serving the Demised Premises shall not be used for any purpose other than the purposes for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be deposited therein. Nothing shall be swept or thrown into any heating or ventilating vents or registers or plumbing apparatus in the Demised Premises, or on adjoining buildings or land or the street;

Section 19.02 Tenant shall not permit the emission of any noise, odors, fumes, vibrations, smoke or objectionable light from the Demised Premises;

Section 19.03 Tenant shall not record or attempt to record or in any way permit the recording of this Lease, any memorandum of this Lease, any assignment of this Lease, any sublease of the Demised Premises or any other instrument relative to this Lease.

**ARTICLE XX.
JOINT LIABILITY**

If there shall be more than one person and/or entity named as tenant herein, then all such persons and/or entities shall be deemed to be joint tenants in the leasehold estate demised hereby, with joint and several liability hereunder.

**ARTICLE XXI.
LEASE NOT BINDING UNLESS EXECUTED**

Submission by Landlord of this Lease for execution by Tenant shall confer no rights nor impose any obligations on either party unless and until (i) Tenant shall have submitted to Landlord at least one (1) copy of this Lease to Landlord, duly executed by or on behalf of Tenant (and in the case that Tenant is a limited liability company, Tenant shall submit to Landlord a duly executed resolution of Tenant's board of directors authorizing this Lease), and (b) cash or a check payable to the direct order of Landlord on a bank account in Tenant's name in the amount of \$12,500, and (ii) Landlord shall have countersigned this Lease and delivered an executed copy to Tenant. In the event Landlord countersigns and delivers this Lease to Tenant at a time when any of the aforementioned deliveries have not been received by Landlord or are not in proper form, this Lease shall be effective, subject to the condition stated in Article XXX, but Tenant shall remain obligated to provide such deliveries, the same not being waived by Landlord, unless Landlord specifically waives receipt of the same in writing.

**ARTICLE XXII.
SQUARE FOOTAGE**

Tenant hereby acknowledges that no representation has been made by Landlord or anyone acting on Landlord's behalf as to the square footage of the Demised Premises or the Building.

**ARTICLE XXIII.
HAZARDOUS MATERIALS**

Tenant covenants and agrees that no hazardous and toxic substances within the definition of any applicable statute, regulation or rule (whether federal, state or local) may be used, brought, transported, released, handled, produced or installed in or stored by any person for any purpose upon the Demised Premises. Any cleaning chemicals or liquids which shall be used or stored in the Demised Premises by Tenant shall only be used or stored in a safe, approved manner, in accordance with all state of the art safety standards and all Legal Requirements for such storage as well as any rules and regulations of the Landlord. Tenant further agrees that no liquid or chemical of any type shall be deposited into the plumbing system of the Demised Premises.

**ARTICLE XXIV.
QUALIFICATIONS AS TO USE**

Tenant shall not suffer or permit the Demised Premises or any part thereof to be used in any manner or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way, (i) violate any of the provisions of any Superior Mortgage or Superior Lease, or the requirements of public authorities, (ii) make void or voidable any fire or liability insurance policy then in force with respect to the Building; (iii) make unobtainable from reputable insurance companies authorized to do business in the State of New York any fire insurance with extended coverage, or liability, elevator, boiler, or other insurance required to be furnished by Landlord under the terms of any Superior Mortgage or Superior Lease at standard rates; (iv) cause or in Landlord's reasonable opinion be likely to cause physical damage to the Building or any part thereof; (v) constitute a public or private nuisance or otherwise violate any law relating to the protection of the environment or requiring manufacture, treatment or disposal

of any material used by Tenant at the Demised Premises in any particular manner; (vi) discharge objectionable fumes, vapors or odors into the Building air conditioning system or into the Building flues or vents not designed to receive them or otherwise in a manner as may offend other tenants or occupants of the Building; (vii) violate any provision of law pursuant to which Landlord may incur civil or criminal liability as a result of Tenant's action, including, without limitation, civil or criminal forfeiture, padlocking or other restraint of the Demised Premises by any Governmental Authority and Quasi-Governmental Authority; (x) engage in the sale of any product from the Demised Premises in violation of 15 U.S.C.A. Section 1051 et seq. or any similar federal or state law. Notwithstanding the foregoing, Tenant's use of the Demised Premises to sell medical marijuana in accordance with New York law shall not be deemed to violate this Article XXIV or any other provision of this Lease. Landlord acknowledges and understands that Tenant's use of the property violates the federal Controlled Substances Act.

ARTICLE XXV.

CERTIFICATE OF OCCUPANCY AND COMPLIANCE WITH APPLICABLE LAW

Section 25.01 Tenant shall not at any time use or occupy the Demised Premises or any part thereof in violation of the Certificate of Occupancy issued for the Demised Premises or applicable state or local law, and in the event that any department of Nassau County or State of New York shall hereafter at any time contend and/or declare by notice, violation, order or in any other manner whatsoever that the Demised Premises or any part thereof are used for a purpose which is a violation of such Certificate of Occupancy or any applicable state or local law, Tenant shall, upon two (2) days' written notice from Landlord, immediately discontinue such use of the Demised Premises. Failure by Tenant to discontinue such use after such notice shall be considered a default in the fulfillment of a covenant of this Lease, and Landlord shall have the right to terminate this Lease immediately, and in addition thereto shall have the right to exercise any and all rights and privileges and remedies given to Landlord by and pursuant to the provisions of this Lease. If Tenant's use of the Demised Premises is in violation of the certificate of occupancy or applicable law as aforesaid then Tenant shall be responsible, at its sole cost and expense, to obtain any and all approvals, permits, certificates and consents from all applicable Governmental Authorities and Quasi-Governmental Authorities to carry on its business at the Demised Premises. In addition to the foregoing if Tenant fails to obtain said approvals, permits, certificates and consents for any reason whatsoever, this Lease shall continue in full force and effect and Tenant shall not be entitled to any compensation, diminution in rent, rent abatement or rent concession of any kind whatsoever for the Base Rent or Additional Rent; and the Base Rent and Additional Rent shall remain fully due and payable as provided in this Lease and the foregoing shall not give rise to a claim against Landlord, including without limitation, a claim for inconvenience or annoyance and Landlord shall have no liability with respect thereto.

Section 25.02 Tenant shall, at its expense and with diligence and dispatch, procure the cancellation or discharge of all notices of violation noted or issued against the Demised Premises and/or the Building by any Governmental Authority or Quasi-Governmental Authority.

ARTICLE XXVI. BANKRUPTCY

Section 26.01 If Tenant assumes this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Bankruptcy Code") to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to Tenant, then notice of such proposed assignment, setting forth (i) the name and address of such person, (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided Landlord to assure such person's future performance under the lease, including, without limitation, the assurance referred to in Section 365(b)(3) of the Bankruptcy Code, shall be given to Landlord by Tenant not later than twenty (20) days after receipt by Tenant, but in no event later than ten (10) days prior to the date that Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be paid by such person for the assignment of this Lease.

Section 26.02 Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

Section 26.03 Nothing contained in this Article shall, in any way, constitute a waiver of the provisions of this Lease relating to assignment. Tenant shall not, by virtue of this Article, have any further rights relating to assignment other than those granted in the Bankruptcy Code.

Section 26.04 Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(7) of the Bankruptcy Code.

Section 26.05 The term "Tenant," as used in this Article, includes any trustee, debtor in possession, receiver, custodian or other similar officer.

ARTICLE XXVII. TENANT'S FURTHER COVENANTS

Section 27.01 No agreement to accept a surrender of all or any part of the Demised Premises shall be valid unless in writing and signed by Landlord. The delivery of keys to an employee of Landlord or of its agent shall not operate as a termination of this Lease or a surrender of the Demised Premises. If Tenant shall, at any time, request Landlord to sublet the Demised Premises for Tenant's account, Landlord or its agent is authorized to receive said keys for such purposes without releasing Tenant from any of its obligations under this Lease, and Tenant hereby releases Landlord from any liability for loss or damage to any of Tenant's property in connection with such subletting.

Section 27.02 The terms "person" and "persons" as used in this Lease shall be deemed to include natural persons, firms, corporations, associations and any other private or public entities. The terms "Owner" and "Landlord" as used in this Lease are interchangeable. The terms "Article" and "Paragraph" as used in this Lease are interchangeable.

Section 27.03 If Tenant is in arrears in the payment of Base Rent or Additional Rent, Tenant waives its right, if any, to designate the items in arrears against which any payments made by Tenant are to be credited, and Landlord may apply any of such payments to any such items in arrears as Landlord, in its sole discretion, shall determine, irrespective of any designation or request by Tenant as to the items against which any such payments shall be credited.

Section 27.04 If Tenant is a corporation, the person executing this Lease on behalf of Tenant hereby covenants, represents and warrants that Tenant is duly incorporated and is authorized to do business in New York State and that the person executing this Lease on behalf of Tenant is an officer of the corporation authorized to execute this Lease.

Section 27.05 In construing this Lease, it shall be deemed a document fully negotiated and drafted jointly by counsel to Landlord and counsel to Tenant, and the authorship of any term or provision hereof shall not be deemed germane to its meaning. The existence or nonexistence in any prior draft hereof of any term or provision, whether included herein or not, shall not be relevant to the establishment of the intent of the parties hereto or the meaning of any term or provision hereof, and may not be used as evidence to establish any such intent or meaning.

Section 27.06 Tenant hereby waives its right to plead any non-compulsory counterclaim or offset in any action or proceeding brought by Landlord against Tenant for non-payment of Rent or default hereunder. This shall not, however, be construed as a waiver of Tenant's right to assert any claim in a separate action brought by Tenant.

Section 27.07 Any remedies specifically provided for in this Lease are in addition to, and not exclusive of, any other remedy available to Landlord or Tenant. If Tenant breaches any of its covenants, agreements, terms or conditions contained in this Lease, Landlord, in addition to any and all other rights, shall be entitled to enjoin such breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise for such breach as

though re-entry, summary proceedings, and other remedies were not provided for in this Lease. Any re-entry by Landlord shall be allowed by Tenant without interference or hindrance and Landlord shall not be liable in damages for any such re-entry nor guilty of any trespass. Any re-entry or taking possession of the Demised Premises by Landlord shall not be construed as an election on Landlord's part to terminate this Lease unless a notice of such termination intention is given to Tenant or unless the termination of this Lease is decreed by a court of competent jurisdiction.

Section 27.08 The terms and provisions of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors, assigns, heirs, administrators, executors and representatives. Nothing in this Section 27.08 shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of Tenant in violation of any other provisions contained in this Lease, but any person or entity occupying the Demised Premises or any portion thereof as a result of any such assignment or transfer so in violation of the provisions of this Lease shall be bound by all the obligations of Tenant hereunder.

Section 27.09 Each agreement, term and provision of this Lease to be performed by Landlord or Tenant shall be construed to be both a covenant and a condition.

Section 27.10 This Lease may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any change, modification or discharge is sought.

Section 27.11 Tenant waives any and all right to trial by jury of any issue(s) in any summary or other proceedings or any other suit, action, proceeding, or counterclaim at any time brought or instituted by Landlord against Tenant with respect to or involving the Demised Premises or any matter arising under or connected with this Lease and the relationship of Landlord and Tenant created hereby.

Section 27.12 As used in this Lease, unless the context clearly requires otherwise, (a) each number (singular or plural) shall include all numbers, (b) each gender shall include all genders, (c) the words "herein," "hereof," "hereunder," "hereinafter," and "hereto" and words of similar import shall be deemed to refer to this Lease as a whole and not to any particular Article, Section, Subsection, Paragraph, Subparagraph or other subdivision, and (d) the words "include" and "including" shall be deemed to be followed by the words "without limitation." The captions and headings throughout this Lease are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of, or the scope or intent of this Lease, nor in any affect this Lease.

ARTICLE XXVIII. BINDING EFFECT

Section 28.01 It is specifically understood and agreed that this Lease is offered to Tenant for signature by the managing agent of the Building solely in its capacity as such agent and subject to Landlord's acceptance and approval, and that Tenant shall have affixed its signature hereto with the understanding that such act shall not, in any way, bind Landlord or its agent until such time as the conditions set forth in Article Twenty One above shall have been met.

ARTICLE XXIX. EXPEDITED ARBITRATION

Section 29.01 In the event Tenant believes that Landlord has violated or failed to perform a covenant of Landlord not to unreasonably withhold, delay or condition Landlord's consent or approval, Tenant shall have the right to require that such dispute be resolved by arbitration in Nassau County by an arbitrator selected from the panel of arbitrators maintained by the American Arbitration Association ("AAA"). If AAA shall no longer exist or shall be unwilling or unable to act, such dispute shall be resolved by another reputable commercial arbitration company which has expedited arbitration procedures which meet the time frame set forth herein, as Tenant may select (the "Company"); provided, however, that Landlord may dispute Tenant's choice of the Company, in which event the parties shall mutually agree upon the Company, and if the parties shall be unable to agree upon the Company, the Company shall

be appointed by the President of REBNY. Upon selection of the Company, the parties agree that the balance of this paragraph shall continue to apply with the substitution of the Company in lieu of AAA. If Tenant so desires to submit such dispute to AAA, Tenant shall notify Landlord of such desire, and within ten (10) days thereafter, Tenant shall make such submission and deliver all applicable applications and documents to AAA with a copy of the entire submission being delivered simultaneously to Landlord. The arbitration shall be conducted pursuant to the then existing rules, regulations, practices and procedures of AAA and provided such rules so permit, within five (5) business days after Tenant's submission or application, the arbitration shall commence and be conducted for two (2) business days thereafter for at least seven (7) hours on each business day thereafter until completion, each party having no more than a total of fifteen (15) hours to present its case and to cross-examine persons supplying information or documentation on behalf of the other party. If such rules do not permit such expedited procedure, then such rules of AAA shall govern, it being the intent of the parties to conduct the arbitration in the most expeditious manner permitted by the rules. The arbitrator shall make a determination within five (5) business days after conclusion of the arbitration as to whether or not Landlord had unreasonably withheld, delayed or conditioned its consent or approval. Any determination pursuant to this Section shall be final and binding upon the parties. The losing party shall pay or reimburse the prevailing party for all costs and fees charged by AAA. Each party shall be responsible for their own attorney's fees and expert witness fees in connection with any such arbitration.

ARTICLE XXX.

Section 30.01 Notwithstanding anything to the contrary herein, this Lease shall only become binding if and when Tenant receives notification from the New York State Department of Health that Tenant's application for registration to operate a medical marijuana business as a Registered Organization has been approved without any condition requiring Tenant not to operate a dispensary at the Demised Premises.

Section 30.02 Tenant represents that, to the best of Tenant's knowledge, Tenant and all shareholders of Tenant corporation are qualified to be approved for licensing by New York State and have no criminal record that would cause a rejection in the licensing application.

Section 30.03 If, by August 1, 2015, the New York State Department of Health has not approved Tenant's application to become a Registered Organization, Tenant may cancel the Lease or elect to make monthly payments equal to half of the monthly rent to hold the Lease until it receives such approval, but not for longer than through the end of the calendar year. If Tenant does not receive the registration by September 30, 2015, either Party may cancel the Lease. Tenant must give Landlord notice of its approval or rejection by the State Department of Health as soon as possible.

ARTICLE XXXI.

Section 31.01 In the event that Tenant is not able to secure all local approvals that may be necessary for the operation of its business at the Demised Premises, Tenant may terminate the Lease with a full refund of its security deposit and of any unused portion of Rent and Additional Rent that was prepaid by Tenant.

Section 31.02 In addition, Tenant or Landlord may terminate the Lease before expiration of the Initial Term or any Extension Term in the event that its status as a Registered Organization is revoked or if its license to operate as a Registered Organization is not renewed by the State Department of Health. In the event of a termination under this Section 31.02, Tenant shall forfeit its Security Deposit.

Section 31.03 Should this lease be terminated due to Tenant's default, or due to New York State not renewing Tenant's license to operate as a Registered Organization, or due to Tenant's Registered Organization registration being revoked, then in addition to any remedies available to the Landlord, the Tenant shall be responsible to reimburse the Landlord for the Broker's commission paid to the Broker by the Landlord. This reimbursement shall be prorated by the length of term used by the Tenant prior to the termination of Lease. (As an example: If the Lease is terminated after five years from Commencement Date, the Landlord shall receive \$ [REDACTED] which is [REDACTED] of the Broker's commission of \$ [REDACTED])

Section 31.04 The parties hereto acknowledge that the Landlord shall pay to the brokers the sum of \$ [REDACTED] as commission.

Section 31.05 The Tenant also agrees to deposit the sum of \$ [REDACTED] within ten (10) days after the Commencement Date to be held by the Landlord in a non-interest bearing segregated account to insure reimbursement upon a termination. Each year prior to any termination of Lease, the Landlord will refund to the Tenant [REDACTED] of the \$ [REDACTED]. Said refunds shall be credited against the next base rent payment due.

Section 31.06 Tenant agrees that at its sole cost and expense it shall install an elevator or lift serving both floors in consideration of having received the first six months' rent waived.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:

924 Restaurant, LLC

By: 
Name: _____
Title:

TENANT:

Fiorello Pharmaceuticals, Inc.

By: 
Name: Ari Hoffnung
Title: CEO

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

LANDLORD'S WORK

Landlord, at its sole cost and expense, shall perform the following work in the Demised Premises (collectively, "Landlord's Work"):

- 1) Demolish and remove all non-bearing partitioning walls, while leaving bathrooms in place.
- 2) Landlord shall deliver the Demised space with all HVAC in good working order.
- 3) Landlord shall remove any asbestos or hazardous materials if same exist, and will provide the appropriate air quality documentation if any asbestos is requires to be removed.
- 4) Landlord shall supply to the perimeter wall adequate electric (8 watts per square foot) for the operation of a pharmaceutical store.
- 5) Landlord shall remove any rugs presently in the premises.
- 6) Landlord shall deliver the Demised Premises with all windows and doors sealed, weatherproofed, and in good working order and condition, including glass replacement.

Landlord reserves the right, (a) to make substitutions of material or components of equivalent grade and quality when and if any material or component specified in Landlord's Work Plans shall not be readily or reasonably available, and (b) to make changes to the Landlord's Work necessitated by conditions met in the course of construction.

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EXHIBIT A – Legal Description
EXHIBIT B – Landlord’s Work

THIS AGREEMENT, made this 28th day of May 2015 between **GENESEE VALLEY REGIONAL MARKET AUTHORITY**, a non-profit public benefit corporation, authorized and created by Title 4 of Article 4 of the Public Authorities Law of the State of New York, with its office and principal place of business at 900 Jefferson Rd, in Town of Henrietta, Monroe County, New York (herein called "The Landlord"), party of the first party and **IORELLO PHARMACEUTICALS, INC.**, a New York corporation (herein called "The Tenant"), party of the second party, with office located at 205 East 42nd, Street, 15th Floor, New York, NY 10017.

WITNESSETH: That the Landlord has agreed to let and the Tenant has agreed to take the portion of the building known as Administration Building, 900 Jefferson Road, Rochester, NY 14623 situated on premises owned by the Landlord in the Town of Henrietta, Monroe County, New York, consisting of 1,771 square feet and leased to Fiorello Pharmaceuticals, Inc. for the term of 5-years commencing on the 1st day of August 2015 and expiring on the 31st day of July 2020 yielding and paying therefore unto the Landlord rental, in equal monthly installments, in advance, on the first day of every month said term the sum of [REDACTED] or [REDACTED] per year. Tenant will pay August 2015 rent of \$ [REDACTED] upon execution of the lease.

1. The Tenant shall well and truly pay to the Landlord the rent herein reserved.
2. The Landlord agrees to pay all taxes that may be assessed against the demised premises by the United States, by the State of New York or by any governmental subdivision of the State of New York, all assessments, rates,

charges, and levies pertaining to improvements made on the demised premises by the Landlord, including all assessments for local and district improvements by the Town of Henrietta, or any special improvement districts thereof. Landlord will also pay utilities of gas, electric and water.

3. The demised premises shall be used by the Tenant only for the business of the Tenant; and the Tenant agrees to operate its said business and not vacate or desert the said premises during the term of this lease. The Tenant may use the demised premises for other purposes only with the Landlord's written consent. Tenant's business is as a medical dispensary for medical marijuana.
4. In the event that the relation of Landlord and the Tenant shall cease or terminate by reason of the re-entry by the Landlord under the terms and covenants contained in this lease or by the ejection or removal of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by Tenant, it is hereby agreed that the Tenant shall remain liable for, and shall pay in monthly payments, the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder or the unexpired term, such difference or deficiency between the rent herein reserved, and the rent collected, if any, shall become due and payable monthly during the

remainder of the term.

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

5. Except as otherwise expressly provided in this lease, the Tenant shall not be responsible at any time, or in any event for any latent defect, deterioration or change in condition of the demised premises, not for damage to the same or to any property contained therein, nor for injury to person, whether caused by or resulting from dampness, the overflow or leakage upon or into the demised premises of water, rain, snow, steam, gas or electricity, or by any breakage in pipes, appliance or plumbing breakage, leakage or obstruction of soil pipes, nor for damage from any other such source, unless the said damage, loss or injury shall be caused by or due to the negligence of the tenant.
6. The Tenant shall indemnify, save and keep harmless the Landlord of and from

any and all claims, suits, actions, damages, and/or causes of action arising during the term of this lease or any renewal thereof for any personal injury, loss of life and/or damage to property, sustained in or about the demised premises by reason of or as a result of the Tenant's occupancy thereof.

7. Landlord is responsible for maintenance and repairs to external and structural parts of the building and to building systems. The Tenant shall at his own expense take good care of the demised premises; shall not cut or drill or otherwise deface or injure the building; shall not use or permit the use of the roof, except as shall be expressly permitted in writing by the Landlord; shall not place or permit any awnings, signs, advertisements, illumination or projection on the outside of the building or in or upon any window of the demised premises, including the sills or ledges thereof, unless the same shall first have been approved in writing by the Landlord; shall not make any exterior or interior structural alterations or changes to the demised premises without the written consent of the Landlord; shall comply with such requirements as the Landlord shall deem necessary governing the Tenant's vehicles on the Market property and the operation of the Genesee Valley Regional Market. Any approval required by the Landlord shall not be unreasonably withheld, conditioned or delayed.
8. In the event the demised premises shall be damaged by fire or other cause during the term of this lease, the lease may be cancelled upon written notice by either party. However, in the event of partial damage and non-cancellation, the Landlord shall repair the same and there shall be a partial abatement of the rent

proportionate to the time during which the said premises are untenable.

9. The Tenant shall not assign its interest in this lease, part with possession of or sublet any part of the demised premises without first having procured written permission from the Landlord, which permission the Landlord agrees not to unreasonably withhold, condition or delay.
10. At any time after the first six (6) months of the lease term, if for any reason, not through the neglect or fault of the Tenant, the Tenant shall be required to discontinue its business operations within the demised premises due to governmental action or order, including but not limited to the State of New York's revocation of or refusal to renew Tenant's registration as a Registered Organization, the Tenant may cancel this lease upon written notice thereof to the Landlord.
11. The Tenant covenants and agrees to keep the demised premises in a safe, sanitary and orderly manner. The Tenant further covenants and agrees to comply with all regulations and orders of the Landlord which the said Landlord may deem expedient or conducive to the safe, sanitary and orderly use of the premises hereby leased, provided that such regulations or orders do not unreasonably interfere with Tenant's business.
12. The said Tenant agrees that, to the extent permitted by New York law and/or by the New York State Department of Health, the Landlord and agents, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or

making such repairs or alterations therein as may be necessary for the safety and preservation thereof. Landlord acknowledges that its access to the demised premises may be limited, and subject to approval, by the New York State Department of Health.

13. The Tenant shall deliver up the demised premises and all improvements added thereto by the Landlord or the Tenant at the expiration of the leased term in good repair and condition, reasonable wear and tear and damage expected. Tenant shall be permitted to remove all trade fixtures, movable fixtures and equipment it has installed.
14. Tenant agrees to pay a penalty of \$ [REDACTED] per \$ [REDACTED] of rent owed each month that rental is not paid as required by the provisions of the rent reserved in the second recital on the first page. This penalty is cumulative and shall commence after rent is unpaid for one month. Rent is due by the 1st of the month.
15. Insurance requirements –
 - Commercial General Liability - \$ [REDACTED] Auto, including hired and non-owned \$ [REDACTED]
 - Workers Compensation Statutory
 - Property Coverage on your Business Personal Property including Stock and Inventory
16. Tenant or its assigns shall have the option to renew this lease for an additional term of 5-years upon the same terms and conditions as herein stated, except rent will increase by [REDACTED] to \$ [REDACTED] per year. Tenant or its assigns shall give notice in writing to Landlord of its election to

exercise this option at least ninety (90) days before the expiration of the original term.

17. If Tenant is not granted registration as a Registered Organization by New York State and does not receive all local approvals that may be necessary by October 1, 2015, Tenant may terminate this lease by providing written notice to the Landlord. If such notice is not provided this lease will be in full force and effect and Tenant will have no further rights to terminate, except as stated in Paragraph 10.
18. Landlord will provide reasonable assistance in developing site plans for the Premises and securing all licenses and approvals, including by securing written support, if possible, from contiguous property holders and relevant officials.
19. The parties represent and warrant that: (a) each has the right to enter into and perform its respective obligations under this Agreement; (b) the lease granted does not and will not violate any third party's rights, and are not subject to any liens or encumbrances on the property that have not already been disclosed by the Landlord in writing.
20. Each of the parties further represents and warrants that: (a) its business operates in compliance with applicable State law; (b) it has not been found by any government authority or court to have violated any criminal or civil law or regulation; and (c) to the best of its knowledge, its shareholders, directors, officers, and management employees have not been convicted of any drug-related criminal offense or of a crime related to fraud or dishonesty.

21. To Landlord's knowledge, the demised premises are in compliance with all applicable requirements with regard to any related hazardous materials. Should any hazardous materials be found within Tenant's premises, Landlord will be responsible for abatement, provided such hazardous materials were not brought in by Tenant. As of June 1, 2015, there are no hazardous materials in the building.
22. Landlord acknowledges and understands that Tenant's use of the premises, which will be in compliance with New York law, violates the federal Controlled Substances Act.
23. In the event that Landlord is the subject of a criminal investigation and/or prosecution in connection with this lease or Tenant's business, Tenant shall indemnify Landlord for fines, penalties, and/or settlements actually paid by Landlord, as well as Landlord's reasonable legal fees, provided that Landlord has fully complied with New York State law.

Signature Page Follows

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

By Ari Hoffnung Ari
Hoffnung, CEO

For: Fiorello Pharmaceuticals, Inc.

By William J. Mulligan
William J. Mulligan, Administrator

For: Genesee Valley Regional Market Authority

**LEASE AGREEMENT
BETWEEN
JAN F. NASTRI & ROBERT C. ABBOTT, JR.
AND
FIORELLO PHARMACEUTICALS, INC.**

THIS LEASE AGREEMENT (hereinafter referred to as "LEASE" made on the 28th day of May, 2015 between 4Teal LLC (a partnership between Jan F. Nastri and Robert C. Abbott, Jr.) (hereinafter referred to as "Owners") whose principal place of business is located at 2501 James Street, Suite #110, Syracuse, New York 13206 and Fiorello Pharmaceuticals, Inc. a New York Corporation (hereinafter referred to as "Tenant") with a mailing address of 205 East 42nd Street, 15th floor, New York, NY 10017.

PREMISES: The Landlord hereby lets to the Tenant and the Tenant hereby hires from the Landlord the property known as 724 Orwood Place (at the corner of Teall Ave), Town of Salina, City of Syracuse, NY 13206.

TERM: The term of this Lease shall be for a period of ten (10) years to commence on the date when the New York State Department of Health notifies Tenant that it has approved Tenant's application to operate a medical marijuana business as a Registered Organization (the Commencement Date).

RENT: Monthly rent will be paid by check or wire transfer as follows:

Year 1) Monthly rent-	Redacted
Year 2) Monthly rent-	pursuant to
Year 3) Monthly rent-	N.Y. Public
Year 4) Monthly rent-	Officers Law,
Year 5) Monthly rent-	Art. 6
Year 6) Monthly rent-	
Year 7) Monthly rent-	
Year 8) Monthly rent-	
Year 9) Monthly rent-	
Year 10) Monthly rent-	

SECURITY DEPOSIT: Within five (5) days of the Commencement date, Tenant will deposit two months' rent as security for the payment of rent and Tenant's other obligations.

LATE CHARGES: A late charge of \$ [REDACTED] will be assessed for any rents received after the 7th day of the month. Any check returned by the bank will incur a bank charge of \$ [REDACTED]

UTILITIES: Tenant will be responsible for the cost of all utility services to the premises including without limitation all electricity, gas, water, sanitary sewer, garbage removal, telecommunications, internet, and other similar services.

INTERNET/CABLE/: If tenant wishes to have internet/cable or a satellite dish, and the wires are not already available, tenant must coordinate any building wiring with Landlord.

TAXES: In the event there is an increase in any real estate taxes now levied on the premises, Tenant agrees to pay, as additional rent, any increase over base year. Base year is: 2015 Town and County (01/01/15 -12/31/15) and 2014-2015 City/School taxes (07/01/14-06/30/15).

SIGNAGE: Tenant shall install exterior sign on designated area that conforms with all other existing signs at his own expense and subject to Landlord approval, which includes all lettering on windows.

INSURANCE: The tenant shall provide evidence of Commercial General Liability Insurance including bodily injury and property damage (**including glass coverage**) coverage for not less than the following limits of liability, each occurrence limit [REDACTED] General aggregate [REDACTED] To the fullest extent of the law, the Tenant shall defend, indemnify and hold the Landlord harmless from all claims for bodily injury and property damage resulting from negligent or other wrongful act or omissions by the Tenant. The policy shall contain a provision that coverage will not be canceled, not renewed or otherwise materially affected until a thirty (30) day written notice by certified mail has given the Landlord. Landlord must be named as additional insured and provide a Certificate of Insurance showing required coverage is in force. A copy of said policy to be given to Landlord upon commencement of said lease.

ASSIGNMENT: Tenant shall not assign, transfer or sell this lease to any third party without the prior written consent of the landlord, which consent may not be unreasonably withheld, conditioned or delayed.

INTERIOR IMPROVEMENTS: Tenant is permitted to make alterations and improvements to the Premises. Landlord will provide reasonable assistance in developing site plans for the Premises and securing all licenses and approvals, including by securing written support, if possible, from contiguous property holders and relevant officials.

BUILDING MAINTENANCE: Landlord hereby warrants and represents that all the plumbing, heating, electrical, mechanical and HVAC systems are currently in first class and good working order. During the term of the lease:

A) Tenant, at his expense, shall be responsible for the kinds of maintenance and repairs usually associated with tenancy, to wit: Tenant shall 1) keep the premises in good order, 2) make reasonable repairs to plumbing, heating and electrical systems not exceeding \$500.00 per repair, without being required to replace such systems, or to make or conduct major repairs, and 3) make cosmetic repairs to walls, windows, doors, etc. consistent with maintaining the premises in the same condition as they now exist. Tenant is responsible for all light bulbs. 4) Tenant is responsible for any pest extermination, at his own expense. Any infestation within the property will be the responsibility of the tenant.

b) Landlord, at his expense, shall be responsible for maintenance and repairs usually associated with property ownership, to wit: Landlord shall 1) make any and all repairs and maintenance to the premises not otherwise covered in the paragraph above, 2) make all necessary structural repairs to the premises, 3) make all necessary repairs to roof and exterior of the building.

COMPLIANCE: The Tenant shall comply with all laws, ordinances, rules, regulations or requirements of all Federal, State, or Municipal Governments and every department or bureau thereof applicable to the premises and shall not do or permit to be done any act upon the premises whereby hazard of fire or the rate of fire insurance upon the building may be increased or which shall be in violation of the rules of the Board of Fire Underwriters or the provisions of the NYS standard form of fire insurance policies. Notwithstanding the foregoing, Landlord acknowledges that this Lease permits Tenant to operate a business that presently violates the Federal Controlled Substances Act.

SUBORDINATION TO MORTGAGES: This Lease is and shall be subject and subordinate to any mortgage or mortgages now in force or which shall at any time be placed upon the premises or any part thereof or the building of which the premises is a part. The Tenant agrees that it will, upon demand, execute and deliver such instruments as necessary to effect more fully such subordination of this Lease to the lien of any such mortgage or mortgages shall be desired by a mortgagee or proposed mortgagee and in the event of the failure of the Lessee to execute such instrument, the Tenant hereby nominates and appoints the Landlord attorney-in-fact for the purpose of executing any such instrument of subordination.

USE OF PREMISES: Tenant will use the Premises to dispense medical marijuana products as a Registered Organization under New York's medical marijuana program, all in accordance with New York law.

LANDLORD'S ACCESS AND USE OF PROPERTY: Landlord acknowledges that its access to the Premises may be limited by and subject to approval by the New York Department of Health.

INSPECTION BY LANDLORD: The Landlord shall at all reasonable times, with tenant's permission, and subject to the rules of the New York State Department of Health, have access to the aforesaid premises for the purposes of examining the same, of making necessary repairs, or for the purpose of showing the premises to prospective purchasers.

QUIET ENJOYMENT: The Landlord covenants that upon the Tenant paying the above specified rent and performing and complying with all terms, conditions and covenants aforesaid, the Tenant shall may peaceably have, hold and enjoy the premises for the term aforesaid.

NOTICES: All notices required or agreed to be given under by either party shall be in writing and shall be sent by registered mail addressed to the party intended to be notified at the address set forth in parties above, which may be changed by either party by providing written notice to the other party, and notice given as aforesaid shall be a sufficient service thereof.

LEGAL: Tenant will be responsible for any and all legal fees should the tenant fail to perform to the terms and conditions set forth in this lease agreement.

INDEMNITY: The Tenant shall indemnify and keep and hold harmless the Landlord from any and all damages, costs, expenses and liability for anything and everything whatsoever, arising from, or out of, the occupancy by, or under, the Tenant, the Tenant's agents or employees of the

premises, and from any loss, or damage, arising from any default, or negligence, by the Tenant, or failure on the Tenants' part to comply with any of the covenants, terms and conditions herein contained. Tenant's obligation to indemnify the Landlord shall not apply to the extent that any damages, costs, expenses and/or liability are caused by the Landlord.

REPRESENTATIONS AND WARRANTIES: The Parties represent and warrant that: (a) each has the right to enter into and perform its respective obligations under this Agreement; (b) the lease granted does not and will not violate any third party's rights, and c) the leased premises are not subject to any liens or encumbrances that have not already been disclosed by the Landlord in writing. Each of the Parties further represents and warrants that to the best of its knowledge, its shareholders, directors, officers, and management employees have not been convicted of any drug related criminal offense or of a crime related to fraud or dishonesty. Landlord represents and warrants that the premises are compliant with all applicable requirements with regard to hazardous materials. Should any hazardous materials be found within the leased premises, Landlord will be responsible for abatement, provided such hazardous materials were not brought in the Tenant.

SNOWPLOWING: Tenant is responsible for his own snow removal and also to maintain the front of their space(s) free and clear of ice and snow during the winter months.

TERMINATION: Tenant may terminate the lease without penalty, and with a full refund of its security deposit, in the event that it is not able to secure all local approvals that may be necessary for the operation of its business at the leased premises. In addition, Tenant may terminate the Lease before expiration of the Term in the event that its status as a Registered Organization is revoked or if its license to operate as a Registered Organization is not renewed by the State Department of Health. In the event the Tenant terminates the lease due to revocation or non-renewal of its license in accordance with the immediate preceding sentence, Tenant will pay to Landlord an amount equal to six (6) months of rent as an early termination penalty.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the LANDLORD and TENANT have respectively signed and sealed these presents the day and year first above written.

May 28, 2015

DATE

5/28/15

DATE

Ari Hoffnung

[L.S.] TENANT

[Signature]

[L.S.] LANDLORD

STANDARD FORM OF OFFICE LEASE
The Real Estate Board of New York, Inc.

3/1/90

Agreement of Lease, made as of this 29th day of May, 2015, between

GCS REALTY CO., INC. d/b/a ROYAL REALTY COMPANY

party of the first part, hereinafter referred to as OWNER, and

FIGRELLO PHARMACEUTICALS INC.

party of the second part, hereinafter referred to as TENANT,

Whereas:

Owner hereby leases to Tenant and Tenant hereby hires from Owner

office suite # 507

in the building known as 35 E. Grassy Sprain Road, Yonkers, New York:

for a term of five (5) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence

and expire as set forth in Paragraph 23 of the Rider
attached hereto and made a part hereof

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Rent 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy 2. Tenant shall use and occupy demised premises: **solely as a dispensary of NYS approved medical marijuana products** and for no other purpose.

Tenant Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense, by filing the bond required by law. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner in Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's right thereto and to have them removed by Tenant, in which event the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this Article shall be construed to give Owner title to or to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed, by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner, at Tenant's expense.

Maintenance and Repairs 4. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment thereof, whether requiring structural or nonstructural repairs caused by or resulting from carelessness, omission, neglect or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or

which arise out of any work, labor, service or equipment done for or supplied to Tenant or any subtenant or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture and equipment. Tenant shall promptly make, at Tenant's expense, all repairs in and to the demised premises for which Tenant is responsible, using only the contractor for the trade or trades in question, selected from a list of at least two contractors per trade submitted by Owner. Any other repairs in or to the building or the facilities and systems thereof for which Tenant is responsible shall be performed by Owner at the Tenant's expense. Owner shall maintain in good working order and repair the exterior and the structural portions of the building, including the structural portions of its demised premises, and the public portions of the building interior and the building plumbing, electrical, heating and ventilating systems (to the extent such systems presently exist) serving the demised premises. Tenant agrees to give prompt notice of any defective condition in the premises for which Owner may be responsible hereunder. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or others making repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in and to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall not be entitled to any setoff or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this Lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance, Floor Loads: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, whether or not arising out of Tenant's use or manner of use thereof, (including Tenant's permitted use) or, with respect to the building if arising out of Tenant's

use or manner of use of the premises or the building (including the use permitted under the lease). Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has, by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Owner to Owner's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorney's fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Owner, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Owner to prosecution for a criminal offense or constitute a default under any lease or mortgage under which Owner may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Owner to any liability or responsibility to any person or for property damage. Tenant shall not keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the premises in a manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties, or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article and if by reason of such failure the fire insurance rate shall, at the beginning of this lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Owner's judgement, to absorb and prevent vibration, noise and annoyance.

Subordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Owner may request.

Property— Loss, Damage, Reimbursement, Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi public work.

If at any time any windows of the demised premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever including, but not limited to Owner's own acts, Owner shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement or diminution of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any sub-tenant, and any agent, contractor, employee, invitee or licensee of any sub-tenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the

date when the premises shall have been repaired and restored by Owner, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant, given within 90 days after such fire or casualty, specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Landlord's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. If, and to the extent, that such waiver can be obtained only by the payment of additional premiums, then the party benefitting from the waiver shall pay such premium within ten days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease and assigns to Owner, Tenant's entire interest in any such award.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate Tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to the demised premises or to any other portion of the building or which Owner may elect to perform. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein provided they are concealed within the walls, floor, or ceiling. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the

 Rider to be added if necessary.

same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants. If Tenant is not present to open and permit an entry into the premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder.

Vault, Vault Space, Area: 14. No Vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the premises and Tenant agrees to accept the same subject to violations, whether or not of record.

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Owner by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If such premises or any part thereof be relet by the Owner for the unexpired term of said lease, 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 to be the fair and reasonable rental value for the part or the whole of the premises so relet during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated 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, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under ~~THE~~ ~~ARTICLE~~ ~~OF~~ the U.S. Code (bankruptcy code); or if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, then, in any one or more of such events, upon Owner serving a written five (5) days notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, then Owner may serve a written three (3) days' notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice.

Remedies of Owner and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Owner to collect the deficiency for any subsequent month by a similar proceeding. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgement, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

Fees and Expenses: 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant hereunder. If Owner, in connection with the foregoing or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceeding, then Tenant will reimburse Owner for such sums so paid or obligations incurred with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within five (5) days of rendition of any bill or statement to Tenant therefor. If Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

Building Alterations and Management: 20. Owner shall have the right at any time without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building and to change the name, number or designation by which the building may be known. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or other Tenants making any repairs in the building or any such alterations, additions and improvements. Furthermore, Tenant shall not have any claim against Owner by reason of Owner's imposition of such controls of the manner of access to the building by Tenant's social or business visitors as the Owner may deem necessary for the security of the building and its occupants.

No Representations by Owner: 21. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which

it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 22. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this lease excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this Lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 23. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peacefully and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 31 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure to Give Possession: 24. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for Owner's inability to obtain possession) until after Owner shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 25. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations, set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed an acceptance of a surrender of said premises, and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

Waiver of Trial by Jury: 26. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding including a counterclaim under Article 4.

Inability to Perform: 27. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is

unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Owner is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

Bills and Notices: 28. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Services Provided by Owners: 29. As long as Tenant is not in default under any of the covenants of this lease, Owner shall provide: (a) necessary elevator facilities on business days from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m. and have one elevator subject to call at all other times; (b) heat to the demised premises when and as required by law, on business days from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m.; (c) water for ordinary lavatory purposes, but if Tenant uses or consumes water for any other purposes or in unusual quantities (of which fact Owner shall be the sole judge), Owner may install a water meter at Tenant's expense which Tenant shall thereafter maintain at Tenant's expense in good working order and repair to register such water consumption and Tenant shall pay for water consumed as shown on said meter as additional rent as and when bills are rendered; (d) cleaning service for the demised premises on business days at Owner's expense provided that the same are kept in order by Tenant. If, however, said premises are to be kept clean by Tenant, it shall be done at Tenant's sole expense, in a manner satisfactory to Owner and no one other than persons approved by Owner shall be permitted to enter said premises or the building of which they are a part for such purpose. Tenant shall pay Owner the cost of removal of any of Tenant's refuse and rubbish from the building; (e) if the demised premises are serviced by Owner's air conditioning/cooling and ventilating system, air conditioning/cooling will be furnished to tenant from May 15th through September 30th on business days (Mondays through Fridays, holidays excepted) from 8:00 a.m. to 6:00 p.m., and ventilation will be furnished on business days during the aforesaid hours except when air conditioning/cooling is being furnished as aforesaid. If Tenant requires air conditioning/cooling or ventilation for more extended hours or on Saturdays, Sundays or on holidays, as defined under ~~Owner's contract with Operating Engineers Local 94-94A~~, Owner will furnish the same at Tenant's expense. ~~RIDER to be added in respect to rates and conditions for such additional service.~~ (f) Owner reserves the right to stop services of the heating, elevators, plumbing, air-conditioning, power systems or cleaning or other services, if any, when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the judgment of Owner for as long as may be reasonably required by reason thereof. If the building of which the demised premises are a part supplies manually-operated elevator service, Owner at any time may substitute automatic-control elevator service and upon ten days' written notice to Tenant, proceed with alterations necessary therefor without in any wise affecting this lease or the obligation of Tenant hereunder. The same shall be done with a minimum of inconvenience to Tenant and Owner shall pursue the alteration with due diligence.

Captions: 30. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provisions thereof.

Definitions: 31. The term "office", or "offices", wherever used in this lease, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, bootblack or other stand, barber shop, or for other similar purposes or for manufacturing. The term "Owner" means a landlord or lessor, and as used in this lease means only the owner, or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner, hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 29 hereof), Sundays and all days observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service.

 Rider to be added if necessary.

Adjacent Excavation—
Shoring: 32. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations 33. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Owner within ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Security: 34. Tenant has deposited with Owner the sum of \$ _____ as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum

Space to be filled in or deleted.

as to which Tenant is in default or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

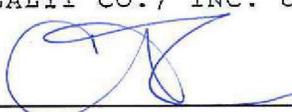
Estoppel Certificate 35. Tenant, at any time, and from time to time, upon at least 10 days' prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this Lease, and, if so, specifying each such default.

Successors and Assigns: 36. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

EXECUTED BY LANDLORD/OWNER this 29th day of MAY, 2015

GCS REALTY CO., INC. d/b/a Royal Realty Company

BY: 

Print Name: Cecelia Seltman-Majik

Title: VP

EXECUTED BY TENANT this 28 day of May, 2015

FIORIELLO PHARMACEUTICALS INC.

BY: Ari Hoffnung

Print Name: Ari Hoffnung

title: CEO

RIDER TO LEASE Dated May 29, 2015

LANDLORD: GCS REALTY CO., INC. d/b/a ROYAL REALTY COMPANY

TENANT: FIORELLO PHARMACEUTICALS, INC.

PREMISES: Suite # 507 at 35 East Grassy Sprain Rd., Yonkers, New York

1. PRIORITY OF RIDER:

If and to the extent that any of the provisions of this Rider conflict or are otherwise inconsistent with any of the preceding printed provisions of this Lease, whether or not such inconsistency is expressly noted in this Rider, the provisions of this Rider shall prevail. Absent inconsistency, the provisions of this Rider shall supplement those set forth in the printed Lease.

2. TENANT COVENANTS:

Tenant covenants, at its sole cost and expense, at all time during the term set forth in this Lease:

A. To use the demised premises only for the permitted use, and for no other use, and to conduct its business at all times in a dignified manner and not to interfere with the business of any other tenants at the premises. The Tenant makes this covenant, warranty, representation and agreement knowing that the Landlord is entering into this Lease in reliance thereon that such covenant, warranty, representation and agreement is the essence of this agreement. In the event of a breach or threatened breach by Tenant or anyone claiming under it of this article, Landlord shall have the right of injunction and the right to invoke any and all remedies under this Lease and any

remedies allowed at law or equity by reason of such breach or threatened breach by Tenant.

B. To keep the premises in good, clean condition and to make all needed repairs and replacements, including replacement of cracked or broken glass, if caused by acts, conduct or negligence of Tenant, its guests, agents, employees or invitees. If any repairs, replacements or maintenance required on the part of Tenant hereunder are not accomplished within fifteen (15) days after written notice to Tenant from Landlord, Landlord may, at its option, perform such repairs, replacements or maintenance without liability to Tenant for any loss or damage which may result to its stock or business by reason thereof, and Tenant shall pay to Landlord immediately upon demand as and for "Additional Rent" the cost of such repairs, replacement or maintenance plus twenty per cent (20%) of such cost. Tenant shall not be required to make structural repairs or repairs to building systems, which shall be the sole responsibility of the Landlord, unless the necessity therefore arises by reason of Tenant's work, installations or alterations made by Tenant, its employees, agents, subtenants, licensees or contractors, or by reason of the acts, non-acts or negligence of Tenant, its employees, agents, guests, etc.

C. Tenant will keep in good condition, and shall maintain, repair and replace when necessary light fixtures, lighting tubes, bulbs and ballasts, walls, wall and floor coverings, hung ceilings, partitions, interior and exterior doors, and demised partitions during the term of this Lease. All are the property of the Landlord and will not be removed upon the Tenant vacating the premises. Tenant shall be solely responsible for the cost of such maintenance, repair and/or replacement. In case of unauthorized entry into the demised premises by Tenant's clients, employees, or by anyone, Tenant is responsible to correct any and all damage caused to said premises or the building in which located. Upon the completion of repairs, the premises must be in the same condition as was prior to the damage. Furthermore, Tenant shall hold Landlord harmless from any responsibility, liability, etc. occasioned by said unauthorized entry.

The provisions of this Paragraph shall survive the expiration or earlier termination of the Lease.

D. To pay promptly when due the entire cost of any work to the premises, including equipment, facilities and fixtures therein, undertaken by the Tenant when permitted to do so under the provisions of this Lease, so that the premises and all of the contents, personal property, fixtures, and equipment shall, at all times be free of encumbrances or liens, including liens for labor and materials. The Tenant's failure to do so, or the filing of any mechanic's lien or other liens by reason thereof or by reason of any unauthorized alterations in said leased premises, shall constitute a breach of the lease entitling the Landlord to recover possession of the premises by summary proceedings or otherwise, in the sole discretion of the Landlord, unless such liens are vacated by the Tenant at his expense within thirty (30) days after filing thereof, either by payment or by bonding such liens so as to vacate said lien as a lien on the premises.

E. To store all trash/refuse in appropriate containers within demised premises and attend to the daily disposal thereof in the manner directed and approved by Landlord.

F. To give prompt notice to Landlord of any fire that may occur, or of damage to the demised premises or the structure during the term hereof.

G. To conform to all reasonable rules and regulations which Landlord may make for the management and use of the building requiring such conformance by Tenant.

H. To maintain strict security for the leased premises in accordance with New York Department of Health regulations for Registered Organizations.

3. TENANT LIABILITY:

A) The Tenant shall indemnify and hold harmless the Landlord, its principals, shareholders, officers, agents, employees, etc. (collectively hereinafter referred to as "Landlord" in this Paragraph) from **(a)** any and all liability, damage, expenses, cause of action, suits, claims, penalties or judgments arising from injury to person or property or from loss of life or property sustained by anyone whomsoever in and about said demised premises, or any part thereof, or in or upon adjacent property or adjoining sidewalks and streets of any and every nature and i) caused by any act or omission of Tenant or any of its subtenants, invitees, licensees, guests, etc. or its employees, agents or contractors and from any matter or thing growing out of the use, alteration, repair or conduct of business of Tenant's demised premises in the building now or at any time hereafter, or any part thereof; and/or ii) arising from any act or acts or omission or omissions of the Tenant, its use or occupation of the said demised premises; and/or iii) of any condition created in or about the demised premises during the term of the

Lease Agreement, or during any period of time prior to the commencement date hereof that Tenant may have been given access to the premises, and/or arising from the failure of Tenant to perform or comply with any covenant or governmental regulation required to be performed by Tenant hereunder or pursuant to law, and **(b)** all costs, expenses and liabilities in connection with said claims. The foregoing indemnity shall not apply to any liabilities, damages, losses, expenses, causes of action, suits, claims, penalties or judgments caused by the Landlord.

B) The Tenant shall, at its own cost and expense, and for the benefit of the Landlord, defend any and all suits or actions which may be brought against the Landlord or in which the Landlord may be impleaded with others upon any such above mentioned matter, claim or claims. Tenant, and its counsel, shall keep Landlord apprised at all times of the status of such defense. To said extent, Tenant hereby authorizes Landlord to have direct contact with its said counsel/attorney, without waiving attorney-client privilege, in order to ascertain the status of said defense and to receive copies of all pleadings, correspondence, etc. relative thereto. Tenant shall be further responsible to pay Landlord's reasonable attorneys' fees and costs, by reason of Landlord's said involvement and resulting from any action or claim in excess of Tenant's insurance coverage. In the event of the failure of the Tenant so to do and to defend Landlord, the Landlord (at its option, but without being obliged to do so) may at the sole cost and expense of the Tenant, and upon proper written notice to the Tenant, defend any and all such suits or actions. To the extent the above indemnity applies, Tenant shall satisfy, pay and discharge any and all judgments that may be brought against the Landlord or in which the Landlord may be impleaded with others. In the event of failure of the Tenant to pay the amount or amounts for which the Landlord shall become liable, as aforesaid, the Landlord may pay the same and the amount or amounts so paid with interest thereon at the rate allowed by law, shall become due and payable by the Tenant as "Additional Rent" with the next installment of rent which shall become due under this Lease.

C) Except to the extent that Landlord is negligent or intentionally commits wrongdoing, Landlord shall not be liable for any damages occasioned by failure to keep said premises in repair, nor for any damage done or occasioned by, or from, plumbing, electrical service/systems, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tanks or plumbing fixtures in, above, upon or about said building or premises, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, walls, trap doors or otherwise, nor for any damages arising from acts, or neglect of co-tenants, or other occupants of said building, or of any owners or occupants of adjacent or contiguous properties. Tenant shall hold harmless and indemnify Landlord from and against any such claims. The

provision of this Paragraph shall survive the expiration or earlier Termination of this Lease. Furthermore, Landlord shall not be liable in any way for any contaminant introduced, or allowed to be introduced, into or upon the subject premises by Tenant, its employees, guests, invitees, etc., which shall cause now, or in the future, environmental contamination or pollution of the demised premises, the building in which it is located, the real property upon which said building sits, or any surrounding and/or adjoining properties.

D) The indemnification provided for and by this Paragraph, as well as the representations, etc. thereof and therein, shall survive the expiration and/or earlier termination of the lease and tenancy and possession of the premises.

4. INSURANCE:

A) Liability Coverage - Tenant covenants to provide and keep in force during the term of this Lease for the benefit of Landlord and Tenant Commercial General Liability Insurance in standard form, protecting the Landlord against any liability not resulting from the Landlord's negligence or intentional wrongdoing, occasioned by any acts or omissions of the Tenant, its agents, representatives, sub-tenants, guests, customers, invitees or employees on or about the demised premises or any appurtenances thereto. Such policy(ies) are to be written by good and solvent insurance companies, satisfactory to Landlord and in the amount of not less than [REDACTED] [REDACTED] for each occurrence and not less than [REDACTED] [REDACTED] per person in respect to bodily injury or death, and not less than [REDACTED] [REDACTED] for property damage, and the policy or policies evidencing such insurance shall include Landlord as an additional insured;

B) Property Coverage - Tenant shall, during the term of this Lease, at its sole cost and expense, also obtain and maintain in full force and effect "All Risk" property insurance insuring against all risks of direct physical loss or damage included, covering Tenant's Improvements, leasehold improvements, trade fixtures, equipment, furniture, merchandise, signs and other personal property from time-to-time located on the demised premises, which property insurance shall (i) be in an amount not less than one hundred percent (100%) of the full replacement cost (new, without deduction for depreciation) of the covered items as the same may exist from time-to-time and (ii) include an agreed amount endorsement in an amount sufficient to satisfy any coinsurance clause requirements, and inflation guard endorsement, a demolition and increased cost of construction endorsement due to law and ordinance of governmental authorities, and such other reasonable coverages, and/or endorsements as Landlord may from time-to-time request upon written notice to Tenant.

The insurance required above shall also include coverage for business

interruption (including, without limitation, lost income and extra expense) whether direct, contingent or interdependent. The proceeds of such insurance above, so long as this Lease remains in effect, and so long as Tenant is not in default of the Lease, shall be retained by Tenant and used by Tenant to repair and/or replace the Tenant's Improvements, leasehold improvements, trade fixtures, equipment, furniture, merchandise, signs and other personal property, electrical and mechanical equipment and systems so insured.

Notwithstanding the foregoing, to the extent that the property insurance and/or business interruption coverage described in this Section 4(B) is not available to Tenant at a reasonable cost, as determined by Tenant in its sole discretion, Tenant shall not be required to maintain such insurance and Tenant will agree that Landlord will not be responsible for any uninsured losses or damages to Tenant's property and/or for business interruption.

C) The aforesaid said insurance policy(ies) shall be written as primary policies not contributing with, nor in excess of, coverage that Landlord may carry;

D) All insurance shall be issued in the names and for the benefit of Landlord, Tenant, Tenant's sub-tenants, and, at Landlord's request, the Mortgagee of the real property at which the demised premises are located, as their respective interests may appear, and shall contain an endorsement that Landlord, although named as an additional insured, nevertheless shall be entitled to recover under said policies for any loss or damage occasioned to it, its servants, agents, employees and contractors by reason of the negligence of Tenant, its servants, agents, employees and contractors; in the case of insurance against damage by fire or other casualty, the policy or policies shall provide that loss shall be adjusted jointly with Landlord and Tenant, and, at Landlord's election, shall be payable to Landlord, to be held and disbursed as provided herein or to a Mortgagee under the standard mortgage clause;

E) In addition to satisfying the foregoing requirements, Tenant's Commercial General Liability insurance shall also

(i) provide that Landlord and Landlord's Designees are named as additional insureds, that such additional insured status covers not only the additional insureds' vicarious liability but also the direct liability of the additional insureds except for liability based on the additional insureds negligence or intentional wrongdoing, and that insurance carried by such additional insureds is in excess of, and will not contribute with, Tenant's liability insurance,

(ii) provide liability coverage for personal injury, advertising injury, bodily injury and property damage that is not limited to the tort liability of another.

(iii) The aforesaid insurance shall contain a "personal injury" endorsement with covers claims arising out of false arrest, false imprisonment,

defamation of character, liable and slander, wrongful eviction and invasion of privacy, without exclusion of coverage for claims of personal injury brought by agents or contractors of an insured.

The insurance required to be procured pursuant to this Section shall contain an aggregate limit per location endorsement. In no event shall the minimum limits of, or any other requirements relating to, the insurance required by this Lease be considered as limiting the liability of Tenant under this Lease.

Landlord and Tenant agree to cover their own liability resulting from their own negligence and intentional wrongdoing. Landlord shall not cover Tenant's negligence or intentional wrongdoing; and Tenant shall not cover Landlord's negligence or intentional wrongdoing.

F) Such policies of insurance may not be materially changed, amended or canceled with respect to Landlord or any Mortgagee except after twenty (20) days prior notice from the insurance company to Landlord and any Mortgagee sent by registered mail; and

G) The Tenant shall be solely responsible for the payment of all premiums under such policies of insurance and the Landlord and any Mortgagee shall have no obligation for the payment thereof notwithstanding that Landlord and Mortgagee are or may be named as additional insureds.

H) Tenant shall deliver to the Landlord certificates of the said insurance policies with proof of the premium paid upon the commencement of the Lease term and shall keep the said insurance in full force and effect during the term of this Lease, and in the event of the failure of the Tenant to do so, the Landlord, at its option, may obtain such insurance coverage and charge the premiums therefore to the Tenant, plus twenty (20%) percent thereof, and same shall be deemed to be "Additional Rent" for the said leased premises and shall become due and payable by the Tenant, together with interest thereon at the rate of nine percent (9%) per annum to the Landlord on the first day of the next following month with and in addition to the regular monthly installment of rent due on the first day of the following month.

I) Not less than twenty (20) days prior to the expiration dates of the expiring policies, certificates of insurance satisfactory to Landlord bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to the Landlord of such payment, shall be delivered by Tenant to Landlord.

J) Each such policy or certificate therefore issued by the insurer shall (i) contain a waiver of subrogation provision against the Landlord and (ii) to the extent obtainable, contain an agreement by the insurer that such policy shall not be canceled without at least twenty (20) days prior written notice to Landlord and to any Mortgagee to whom a loss thereunder may be payable. Tenant itself hereby waives any right of

subrogation which it may have against the Landlord.

K) The insurance policies obtained, maintained and provided by Tenant pursuant to this Paragraph shall be written by a company approved to do business in New York State, which said insurer shall be at least rated "A" by Best Guide Standards.

L) If applicable, Tenant agrees to pay the difference, if any, between the fire and general liability insurance premiums now being paid by the Landlord for the demised premises and the building at which located and the premiums which may heretofore become due and payable as a result of the specific use and occupancy of the demised premises by the Tenant. Any such increase shall be "Additional Rent" and shall be due and payable the first day of the month next succeeding the presentment of the statement showing such increase.

M) The Tenant shall have the right to provide and maintain the insurance coverage required hereunder through a blanket insurance policy which covers other premises operated by Tenant so long as such blanket policies comply as to the terms and amounts of the requirements hereof, and provided the coverages afforded and required by Landlord and Landlord's Designees are in no way impaired, diminished, or reduced by reason of the use of such blanket policies, and provided that such blanket policies contain, permit or otherwise unconditionally authorize the waiver of subrogation set forth in this Paragraph.

N) Landlord reserves the right to review and revise any insurance coverage required to be supplied by the Tenant pursuant to this Lease, provided that such limits are consistent with insurance being requested at that time from other office tenants in the building.

O) Tenant agrees, at its own expense, to comply with all the rules, regulations and directions of Landlord, its Insurance carrier, and the Insurance Rating organization having jurisdiction over the applicable insurance premium, as pertaining to Tenant's use and occupancy of the demised premises.

P) In addition to the aforesaid liability insurance, Tenant will maintain plate glass insurance covering any plate glass in the demised premises and shall provide proof of such coverage upon the commencement of the Lease. Said plate glass insurance coverage shall provide for no deductible in said coverage.

5. GLASS REPAIR:

A) In the event that any glass and pane glass in or about the demised premises shall be broken, the Tenant shall immediately replace same at its own cost and expense. Tenant shall also be responsible for any measures that may be

reasonably necessary to remove the broken glass from the demised premises and to protect the general public from injury pending the installation of the replacement glass, at its own cost and expense. In the event the Tenant shall fail in its obligations under this paragraph, the Landlord shall have the option of removing and replacing the broken glass, the cost of which shall be charged to the Tenant, plus a fee to the Landlord of \$ [REDACTED] all of which shall be deemed "Additional Rent" shall be paid to the Landlord by Tenant within thirty (30) days of being billed for same by Landlord.

B) The Tenant herein shall be fully responsible for the maintenance and repair of all exterior and interior doors to/within the demised premises, both front and rear, if any, and shall replace same if they/it become(s) damaged or in any way inoperable, all without any contribution or reimbursement from the Landlord.

6. ALTERATIONS/IMPROVEMENTS:

A) No alterations, improvements, or additions to the leased premises shall be made by the Tenant without the express written consent of the Landlord, said consent to be made prior to the making of said changes and which same will not be unreasonably withheld, conditioned or delayed. Any alteration, addition or improvement made by Tenant after consent for same had been given by the Landlord, and any fixtures installed as part thereof, shall, at the Landlord's option (1) become the property of the Landlord upon the expiration or sooner termination of this Lease, or (2) be removed by the Tenant at Tenant's sole cost and expense upon the termination of this Lease. If the Tenant does not so remove same after being so directed by Landlord, the Landlord may do same at the expense of Tenant. Notwithstanding the foregoing, Tenant shall be permitted to remove any equipment it installs in the Leased Premises. The provisions of this Paragraph shall survive the expiration and/or termination of the Lease and tenancy of the premises.

B) Renovations by Tenant. Tenant may from time to time, and only if Tenant shall not then be in default of any term of this lease, at its own expense, alter, renovate or improve the Leased Premises provided the same be performed in a good and workmanlike matter, in accordance with accepted building practices and applicable laws including, but not limited to, building codes and zoning ordinances, and so as not to weaken or impair the strength or lessen the value of the building in which the Leased Premises are located. Tenant shall be entitled to all salvage resulting therefore. No changes, alterations or improvements affecting the exterior of the Leased Premises or the structure of the building shall be made by Tenant. Prior to commencement of all such work, Tenant shall obtain Landlord's prior written approval of the plans and specifications therefore and shall cause Landlord's requirements for insurance and

other contractor requirements to be satisfied, in addition Tenant must obtain any and all necessary permits and approvals from any and all appropriate governmental authorities. Any work done by Tenant shall not interfere with the use of the other tenants of their premises in the Shopping Center. Notwithstanding the foregoing, it is understood and agreed that, if the costs of the alterations are for an amount of less than [REDACTED] there shall be no requirement for bonding insurance. In the event the cost of such alterations exceeds the sum of [REDACTED] the Tenant shall bond or otherwise satisfy Landlord that Tenant is financially capable for completion of said alterations as required herein. This provision shall not be applicable until after Tenant opens for business.

7. TENANT'S WORK:

Tenant acknowledges that it has made a full and complete inspection of the demised premises and agrees to accept same on the Commencement Date in its present "**as is**" condition, normal wear and tear and any Tenant's Work and Landlord's Work hereinafter referenced excepted. Such "Tenant's Work" and "Landlord's Work" is set forth at the end of this Rider. Except as provided for herein, all work, alterations, improvements or additions necessary or desirable to make the demised premises suitable for Tenant's use and occupancy, including, but limited to alterations to the electrical and HVAC systems servicing the demised premises, shall be performed by Tenant at Tenant's own cost and expense (hereinafter called "Tenant's Work"). Tenant's Work to be performed by Tenant in the demised premises shall be subject to the following conditions:

(i) Tenant shall comply with all of the laws, orders, rules and regulations of the governmental authorities, and of the fire insurance rating organization having jurisdiction thereof, and the local Board of Fire Underwriters, or any similar body and Tenant shall have procured and paid for, so far as the same may be required, all governmental permits and authorizations;

(ii) Prior to commencing Tenant's Work, all plans and specifications therefor shall be submitted to Landlord for Landlord's prior written approval;

(iii) Tenant's Work shall be prosecuted (a) with reasonable dispatch, (b) in accordance with the plans and specifications submitted to, and approved in writing by, Landlord pursuant to subdivision (ii) hereof, (c) only with the use of new first class materials and supplies, (d) only by a licensed contractor selected and/or approved in advance by Landlord, and (e) to conform with the systems already servicing the subject building at which the demised premises are located;

(iv) Except as otherwise expressly provided for herein, the cost of such Tenant's Work shall be paid by Tenant in cash, or its equivalent, so that the demised

premises and building thereof shall at all times be free of liens for labor and materials supplied in connection with Tenant's Work;

(v) Prior to commencing Tenant's Work, and prior to entering upon the demised premises to perform any work, Tenant shall at its own cost and expense deliver to Landlord an endorsement of its policy of comprehensive general liability insurance referred to in **Paragraph 4.** of this Rider covering the risk during the course of performance of Tenant's Work, together with proof of payment of such endorsement, which policy as endorsed shall protect Landlord in the same amounts against any claims or liability arising out of Tenant's Work, and Tenant or Tenant's contractors shall obtain Worker's Compensation insurance in statutory amounts to cover all persons engaged in Tenant's Work;

(vi) Tenant hereby agrees to and shall indemnify and hold Landlord harmless (including reasonable attorneys' fees and expenses) from and against any and all liability, claims, suits, actions, etc. arising out of or connected with Tenant's work;

(vii) Notwithstanding anything herein contained to the contrary, Tenant shall make all repairs to the demised premises necessitated by Tenant's Work permitted hereunder, and shall keep and maintain in good order and condition all of the installations in connection with Tenant's Work, and shall make all necessary replacements thereto;

(viii) At the expiration or earlier termination of the term of this Lease, Tenant shall, at the option of the Landlord, and at Tenant's sole cost and expense, remove all property belonging to Tenant and all additions, alterations, or other improvements made by Tenant, and Tenant shall repair all damage to the demised premises caused by such removal, and shall restore the demised premises to the condition they were in prior to the making or installation of the improvements and other property so removed;

(ix) Should the real property tax assessment of the property where the demised premises are located be increased by reason of the Tenant's Work, and the taxes upon the property be accordingly increased, then the Tenant shall be responsible and pay for 100% of said tax increase. Same shall be paid as "Additional Rent" and shall be paid as per the provisions of **Paragraph 21.** of this Rider; and

(x) Tenant shall not paint, re-carpet or wall-paper the demised premises absent the prior written approval of Landlord, which same shall be given or withheld in Landlord's sole discretion. Tenant shall only be able to paint the premises, when authorized, in pastel or white colors.

8. TELECOMMUNICATIONS/ELECTRICITY - - RESTRICTIONS ON WIRING:

A) No electrical wiring, including, but not limited to, any radio or television antennas, satellites dishes and computer networking wires, shall be introduced or

brought on, into, above, or outside of the demised premises by Tenant without previous notice to, and approval by, the Landlord.

B) Should Tenant desire a change in telecommunication connections or electrical lines/outlets/wiring presently on/within the demised premises, or if the Tenant desires new telecommunication connections or electrical lines/outlets/wiring within or outside the demised premises, Tenant shall so advise Landlord of said desire and Landlord shall advise and direct Tenant's electricians, etc. as to where and how the wires are to be introduced and installed. Without the prior written approval of the Landlord, no boring or cutting of walls, ceilings and wires will be permitted and no such changes shall be permitted.

C) Tenant's use of electric current in the demised premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the demised premises. Should the Tenant require dedicated electrical lines for the use of its office equipment, or should the use of the office equipment require the installation of additional electrical lines/outlets, by reason of the overloading of existing lines or otherwise, the cost of the installation of same shall be paid solely by Tenant by reason of the overloading of same or otherwise. If Landlord performs such work on behalf of Tenant, said cost shall be paid as "Additional Rent". Furthermore, should Tenant not utilize dedicated electrical lines and the use of its equipment, etc. interferes with any electrical service within the demised premises and/or within the building at which the demised premises are located, Tenant shall be liable to Landlord for any and all costs and damages associated with said interference. Tenant shall hold harmless and indemnify Landlord from and against any and all claims relative to said interference.

D) Telephone, facsimile lines, cable and internet service to the demised premises shall only be supplied and provided to accounts in the name of the Tenant. No such lines, services, etc. shall be brought into the demised premises in the name of any person or entity other than the named Tenant in this Agreement. By executing this Agreement, Tenant hereby authorizes Landlord to deny service providers access to the building/real property at which the demised premises are located so that such additional, unauthorized lines, service, etc. cannot be installed. Furthermore, by executing this Agreement, Tenant authorizes Landlord to have any and all such lines, services, etc. disconnected and removed from the demised premises and real property. The Tenant shall hold harmless and indemnify Landlord from and against any claims, damages, causes of action, etc. by virtue of Landlord's acts/non-acts relative to the provisions hereof.

E) Notwithstanding the provisions of Paragraph 17. hereof hereafter, upon the termination or earlier expiration of the Lease, Tenant shall remove all antennas,

satellite dishes, telecommunication and computer networking wiring installed within, or above, the drop ceiling of the demised premises or upon or above the building in which the demised premises are located. Such removal shall be undertaken so as to not damage or interfere with any of the wiring remaining in place above the drop ceilings. Tenant shall hold harmless and indemnify Landlord from any and all claims, causes of action, damage, etc. by virtue of the installation and removal of said wiring. Should Tenant not so remove said wiring, Landlord shall remove same at the expense of Tenant, and cost of said removal shall be deemed "Additional Rent" for the purpose of collection thereof.

F) The provisions of this Paragraph shall survive the termination or earlier expiration of the Lease.

9. BROKER:

A) The parties agree that no real estate broker or agent other than Royal Properties Inc. brought about this Lease and that no brokerage agreement has been entered into by Landlord with any broker. Tenant shall indemnify and hold Landlord harmless against any claims for brokerage commissions by any other brokerage. Said indemnifications shall survive the termination or earlier expiration of the Lease or the tenancy created thereby.

B) By executing this Lease Agreement, the Tenant acknowledges that any and all representations made by a broker or by Landlord, including representations about the square footage of the demised premises, are not binding on the Landlord and shall be inapplicable as to any interpretation of the Lease Agreement.

10. SIGNAGE, ETC.:

A) The Landlord has not conveyed to the Tenant any rights in or to the outer side of the outside walls of the building of which the demised premises form a part, and the Tenant shall not display or erect any lettering, signs, advertising, awnings or other projections of any type or do any borings or cuttings, stringing of wires or make any alterations, declarations, additions or improvements in or to the outside of the demised premises, including the windows, or in or to the building or property of which they form a part, without the prior written consent of the Landlord. If such consent is granted, Tenant shall comply with all municipal rules as to signage and shall be solely responsible for the costs of all permits for same. Furthermore, Tenant agrees to indemnify and hold harmless the Landlord from any and all damage and/or liability in connection with such sign or signs and must provide Landlord with a certificate of insurance pursuant to **Paragraph 4.** of this Rider evidencing that all such signs are

covered by Tenant's insurance policy.

B) Only the named Tenant herein is hereby authorized to place a sign as to the name of its business on the door to the demised premises, upon the floor directory opposite any elevators, and upon the building lobby directory. Said signage shall be in forms approved by the Landlord. Tenant shall advise Landlord of the signs it desires for the building lobby and floor directories and Landlord shall arrange for the installation of same. At no time shall Tenant be permitted to contact Landlord's sign-maker, or any other sign-maker, regarding the making and installation of such signage. The costs for the making of said signage, as well as the installation, maintenance and subsequent removal of same, shall be borne entirely by Tenant.

C) Landlord may erect and maintain such suitable signs as in its sole discretion it may deem appropriate to advertise the property. Tenant may erect and maintain only such signs as Landlord may approve and must be in compliance with local Law. Tenant shall submit to Landlord detailed drawings of its sign for review and approval by Landlord, then apply for and receive the proper town approvals prior to erecting said sign on the Leased Premises. All signs, including Tenant's sign as well as the shopping center sign, shall be under the control of Landlord. Tenant shall pay for the cost of Tenant's sign, permits, and any other expenses for such sign.

11. CONTRACTOR/VENDOR ACCESS:

A) As to any work to be performed, or installations to be made, by Tenant in accordance with the provisions of Paragraphs 7, 8, and 10, of this Lease Rider, or elsewhere in the Rider or Lease Agreement, Tenant must schedule said work in advance with the Landlord. Said work, etc. cannot be performed absent the prior written approval of Landlord. Each day/time a contractor, installer, vendor, etc. comes to Tenant's premises to perform its work, same must report to Landlord's office prior to the commencement of work to advise Landlord of its appearance and to sign-in its presence. Absent such sign-in, all such contractors, installations, vendors, etc. will not be permitted to perform their respective work. Furthermore, if work is being performed in violation of the provisions of this Paragraph or of this Lease, Landlord is authorized to cease said performance and direct the removal of said contractor, etc. from the premises.

B) Tenant shall hold harmless and indemnify Landlord from and against any and all claims, damages, actions, losses, etc. by reason of Landlord's cessation of any work at the demised premises as set forth above.

C) Tenant acknowledges that a violation of the terms and provisions of this Paragraph shall be construed as a major default/breach on its part in the obligations imposed upon it by this Lease Agreement. By virtue of said default, Landlord, in its sole

discretion, shall be permitted to either terminate the Lease Agreement and pursue all remedies set forth herein, or impose a fine against the Tenant in the sum of at least \$500.00 for each daily violation or default. Any such fines shall be due and payable as "Additional Rent".

D) The provisions of this Paragraph shall survive the expiration or earlier termination of the Lease Agreement.

12. WAIVER OF LIEN:

Except as herein provided, Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien upon the reversion of Landlord, the premises herein demised or the building or improvement of which said premises are a part. If any mechanics or other lien or order for payment of money or any notice of intention to file a lien shall be filed against the demised premises, or the building or improvement of which said premises form a part, by reason of or arising out of any labor or material furnished or alleged to have been furnished, or to be furnished to for the demised premises or any occupant thereof or for or by reason of any change, alteration or addition of the cost or expense thereof, or any contract relating thereto, or against the interest of Landlord, Tenant at Landlord's direction, which should not be unreasonably required, shall cause the same to be canceled and discharged of record by bond or otherwise as allowed by law at the expense of Tenant within thirty (30) days after notice thereof; and Tenant shall also defend on behalf of Landlord, at Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and Tenant will pay any damage and satisfy and discharge any judgment entered thereon and save harmless Landlord from any claim or damage resulting therefrom. The provisions of this paragraph shall survive the termination and/or expiration of the Lease and the tenancy and possession of the demised premises.

13. COMMON AREA USE AND OBSTRUCTIONS:

A) During the term of this Lease, and subject to the Landlord's rules and regulations, Tenant shall have a non-exclusive license to use the sidewalks, parking areas, elevators, stairways, and entrance and exit ways of the building or property at which the demised premises are located for use by its guests, customers, employees, invitees, etc.

B) In addition to any other right or entitlement reserved to the Landlord herein, the Landlord hereby reserves the right

i) to close all or a portion of the i) aforesaid common areas, including

parking areas, of the property at which the demised premises are located no more than one (1) time each year, to such extent as may in the opinion of the Landlord's attorney may be necessary to prevent a dedication thereof or an accrual of any rights of any person or the public therein;

ii) to expand or decrease the size of the building or property at which the demised premises are located, or alter the configuration of same in any manner.

C) Any interference with or limitation upon Tenant's use of the aforesaid common areas by reason of the repair and/or disrepair of said areas and systems by Landlord, shall not serve as the basis for any claim by Tenant to an entitlement for an abatement or diminution of rent, or of any claim of constructive or partial eviction. Tenant hereby acknowledges that the building and property at which the demised premises are located are of "not new construction" and by reason of same, repairs, renovations, etc. to same will always be required.

D) The sidewalks, entrances, passages, courts, vestibules, stairways, corridors, elevators, halls, parking areas and walkways, if any, of the real property at which the demised premises are located, shall not be obstructed, encumbered, or used by Tenant, its employees, visitors or customers or used for any purposes, except for egress from and ingress to said demised premises. The provisions of this Paragraph shall survive the expiration of/or termination of the Lease.

14. LATE PAYMENTS:

A) Rent payments, including "Additional Rent", are due the first day of each month, unless set forth otherwise herein. If for any reason payment is received later than the 10th day of the month or the due date, then a [REDACTED] late charge must accompany payment. If received later than the 15th day of the month or the due date, then a [REDACTED] late charge must accompany the payment. If the charge does not accompany the payment, and/or if the Tenant does not pay the rent or "Additional Rent" in the month when due, then the Tenant will be deemed in arrears the following month and the [REDACTED] late charge shall be due and owing for each successive month until the appropriate payment is made. This provision shall also apply to any increase in the security deposit as required by this Lease.

B) If Tenant shall, for two (2) consecutive months, or for any three (3) months in a twelve (12) month period during the term of this Lease, fail to pay rent or any "Additional Rent", or any other sums due Landlord under the terms of this Lease, or its rent checks fail to clear collections, when due, Landlord shall not be obligated to accept any payment from or on behalf of the Tenant other than by certified or bank check.

C) In the event the Tenant fails to pay rent or "Additional Rent" when due for two (2) consecutive months, or for any three (3) months in a twelve (12) month period,

then the Landlord, may at its option, deem said failure a material default under the Lease and may terminate the Lease without further notice to Tenant. Whether or not the Landlord so elects to terminate the Lease upon the happening of said event, such happening shall result in any renewal option provided herein to be null and void and of no effect. Upon the happening of said event, the Landlord may re-enter the premises and pursue all remedies provided for by this Lease and/or by law. Furthermore, upon the happening of same, Tenant shall be liable to Landlord for all remaining rent, Additional Rent and obligations hereunder until the expiration date set forth in Paragraph 23. hereof.

D) The late charges provided for herein shall be considered "Additional Rent". The provisions of this Article shall survive the expiration or earlier termination of this Lease.

15. BOUNCED CHECKS:

Any checks are delivered by the Tenant to the Landlord for the payment of rent or other charges, will be received by the Landlord subject to collection, and if not paid when presented for payment, and if a good replacement payment is not made within ten (10) days of notice, then this Lease shall, in the sole discretion of the Landlord, become null and void immediately thereafter, and the Landlord shall be entitled to immediate possession of said leased premises immediately thereafter and may commence summary proceedings against the Tenant for the recovery of possession thereof and/or eviction of the Tenant plus reasonable legal fees. In addition, any checks issued by the Tenant, but returned by the bank by reason of insufficient funds, will cause the Tenant to further be indebted to the Landlord in the sum of \$ [REDACTED] per check as and for an administrative charge. Said sum shall be deemed "Additional Rent" for the purpose of collection thereof.

16. LEASE TRANSFER:

A) Only the named Tenant shall be permitted to use the demised premises. This Lease may not be assigned by Tenant nor may the demised premises, in any part thereof, be sublet, mortgaged, pledged, encumbered or otherwise transferred without the express written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any assignment, etc. consented to by the Landlord, Tenant shall remain primarily liable under this Lease and any proposed assignee or subtenant must be financially qualified to the satisfaction of Landlord.

B) If the Tenant wishes to assign the Lease or sublet the premises, or any part thereof, the Tenant first shall notify Landlord, in writing, specifying the name of the

proposed sub-tenant or assignee, the name and character of its business, the terms, including the proposed rental charge, of the proposed sublease/assignment, and any current financial documentation supporting financial responsibility and standing of the proposed sub-tenant/assignee and shall provide Landlord with such other information as Landlord reasonably requests, including, but not limited to, copies of all sublease agreements, security deposits (if any) checks, and 1st month rent checks. Should Landlord approve any sublease of the demised premises, the Landlord shall be entitled to receive each month and as and for "Additional Rent" from Tenant, a sum equivalent to at least fifty percent (50%) of the amount received by Tenant from any and each subtenant. The exact amount shall be determined by Landlord when it approves said subtenancy, if at all. Tenant and the prospective sub-tenant/assignee shall execute an affidavit as to the true rent. Any attempt to subvert this provision shall constitute a material default under the terms of this Lease.

C) Landlord's consent to one (1) assignment, sublease, or occupancy or use shall not be deemed to be a consent to any subsequent assignment or sublease, or to any occupancy or use by any other person.

D) At the time of each and any assignment of the Lease or subletting of the demised premises, which same is approved by the Landlord, the security deposit required by the terms of this Lease Agreement shall be increased by one (1) additional month.

E) If the Tenant is a corporation, limited liability company, or other such entity, any transfer of the Lease Agreement from Tenant by merger, consolidation or liquidation, or any change in the ownership of the stock of said corporation, or any change in the membership of said limited liability company, or of said entity, shall constitute an assignment for purposes of this Paragraph and same shall require the prior written consent of the Landlord.

F) Any unauthorized assignment or sublet shall be void, and, at Landlord's option, shall serve as a basis for the termination of the within Lease Agreement.

G) No assignment of the Lease, nor any sublease of all or part of the demised premises will release or discharge the named Tenant, and guarantor of the Lease, if applicable, from any liability or obligation under this Lease and the Tenant shall continue to remain primarily liable under this Lease.

H) a) Under no circumstances will Landlord be liable to Tenant for any reasonable failure or reasonable refusal to grant its consent to any proposed assignment or sublease. Tenant shall not claim any money damages by way of setoff, counterclaim or defense, based on any claim that Landlord unreasonably withheld its consent to any proposed sublease or assignment. Tenant's sole and exclusive remedy will be an action for specific performance, injunction or declaratory judgment.

b) If Landlord reasonably withholds its consent to any proposed assignment or sublease, Tenant shall defend, indemnify, and hold Landlord harmless from and against all liability damages, costs, fees, expenses, penalties, and charges (including, but not limited to, reasonable attorneys' fees and disbursements) arising out of any claims made by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease. The provisions of this section shall survive the expiration or earlier termination of this Lease.

c) The Tenant hereby acknowledges its awareness and understanding of, and consent to, the condition that Landlord shall not consent to any assignment of the Lease Agreement, or sublet the demised premises, if

i) at the time the Tenant requests Landlord's consent for an assignment of Lease Agreement, or to a sublet of the demised premises, the Tenant is in default of the terms and provisions of the Lease beyond the expiration of any applicable grace and/or cure periods; and/or

ii) in the event the Tenant, during the term of the within Lease, made any alterations or performed any work in the demised premises without obtaining the necessary approval for same from the Landlord and the appropriate governmental authority, or during the term failed to pay rent or Additional Rent provide for herein when due, or otherwise was in default of the terms of this Lease, or engaged in actions/conduct which necessitated the Landlord to bring a Summary Proceeding against the Tenant.

I) Notwithstanding the above terms and provisions relative to the assignment and/or subletting of the demised premises, Landlord may, at is option, exercisable by notice to the Tenant within thirty (30) days of Landlord's receipt of Tenant's notice of desire to assign or sublet the premises, elect to terminate the Lease Agreement and recapture the demised premises with a termination and recapture date of sixty (60) days from the date of such notice by Landlord. Should Landlord elect to recapture the premises as aforestated, then the Lease shall terminate as of the date which is sixty (60) days from the date of the recapture notice and from and after such termination date, Landlord and Tenant shall re released of and from all lease obligations occurring and accruing subsequent to the date of recapture/termination.

J) Miscellaneous:

i) No lease transfer as herein referenced shall be permitted if same shall trigger increased ADA, or other legal, compliance requirements in the building where the demised premises are located or by the Landlord

ii) Should Tenant desire to transfer the lease, or any part thereof, it shall deliver to Landlord unredacted copies of all documentation relative to the assignment or sublet.

K) The Tenant shall reimburse Landlord all of Landlord's reasonable costs, including reasonable attorney's fees, incurred in connection with the processing, review, or documentation of any requested transfer, assignment, subletting, or hypothecation of this Lease Agreement of Tenant's interest in and to the demised premises. Furthermore, Tenant will pay to Landlord simultaneously with its request for a consent to a specific sublet, assignment, transfer, etc., the additional non-refundable administrative fee for each said request for consent in the sum of [REDACTED] and [REDACTED] (\$ [REDACTED] Dollars).

17. SURRENDER OF DEMISED PREMISES:

A) At the expiration or earlier termination of this Lease, and unless Landlord consents to the contrary in writing, Tenant shall remove all of Tenant's personal property from the demised premises, including, but not limited to, trade fixtures, equipment, counters, shelves, chairs, desks, furniture, and other unattached moveable items which Tenant may have installed, stored or left in the demised premises or elsewhere in the building/upon the real property at which the demised premises are located. All property of the Tenant remaining on the property after the expiration/termination of this Lease shall be deemed abandoned and, at the Landlord's option, may be retained by Landlord, or may be removed and discarded by Landlord at which time, Tenant shall reimburse Landlord for the cost of such removal, plus [REDACTED] [REDACTED] ([REDACTED]). Furthermore, Landlord may have such property stored at Tenant's risk and expense. The Tenant shall hold harmless and indemnify Landlord from any and all claims made against Tenant or against Landlord regarding such personal property left at the demised premises by Tenant.

B) At the expiration or earlier termination of this Lease, or Tenant's abandonment of the demised premises prior to the expiration date thereof, Tenant shall repair all injury and damage by or in connection with the installation or removal of said Tenant's aforesaid personal property, inform the Landlord of all combinations of locks, safes, vaults and alarm codes, if any, and return the keys and premises to the Landlord broom clean and in as good condition as they were at the beginning of the term, ordinary wear and tear excepted. In the event the Tenant does not make the aforesaid repairs, or does not otherwise comply with the provisions of this subparagraph, Tenant shall be liable for, and agrees to pay, Landlord's costs and expenses in complying with same, together with a sum equal to [REDACTED] of such costs and expenses to cover Landlord's overhead as to same.

C) Tenant shall not remove any plumbing, electrical or lighting fixtures or equipment, heating or air-conditioning equipment, floor coverings, walls or ceilings,

partitions, electrical wiring, all of which shall be deemed to constitute a part of the real property and/or leasehold interest of Landlord, nor shall Tenant remove any fixtures, machinery, furnishings, etc. which were furnished or paid for by the Landlord (whether initially installed or replaced). The aforesaid shall remain the property of the Landlord and shall remain upon and be surrendered with the demised premises at the expiration or earlier termination of this Lease.

D) Any payment to be made by Tenant pursuant to the provisions of this Paragraph shall be due and payable within ten (10) days of billing by Landlord.

E) Notwithstanding the above, no act or thing done by Landlord, or Landlord's agents, employees, officers, etc., during the term of this Lease Agreement, including the receipt of the keys to the demised premises and/or possession of the premises, shall be deemed to be an acceptance by Landlord of surrender of the demised premises by the Tenant and a termination of this Lease Agreement, nor shall same be valid, unless in a writing signed by the parties hereto.

F) The provisions of this Paragraph shall survive the expiration and/or termination of the Lease and the tenancy of the premises.

18. DEFAULT/CONDITIONAL LIMITATIONS:

This Lease Agreement, and the term thereof, are subject to the limitations that, if at any time subsequent to the date hereof, any one of the hereinafter stated "Events of Default" shall occur, the Landlord, in its sole option, shall be permitted to exercise any of the remedies set forth herein.

A) Events of Default - - the happening of any one of the following events shall be an Event of Default:

i) If Tenant shall make an assignment for the benefit of its creditors;
or

ii) If any petition shall be filed by or against Tenant in any Court, whether or not pursuant to any statute of the United States or of any State, in any reorganization, composition, extension, arrangement or insolvency proceedings, and the same is not dismissed in sixty (60) days, provided, however that, during such sixty (60) day period Tenant continues to pay all Rent, Impositions and other charges and perform all of its obligations under this Lease; or

iii) If Tenant, or a trustee or custodian appointed for all or a substantial portion of Tenant's property pursuant to the provisions of any insolvency, bankruptcy, reorganization or other law then in effect, shall fail within the time provided by law and/or an Order of a Court having competent jurisdiction, to provide Landlord with adequate protection as that term is used in 11 USC 361, and specifically, the indubitable equivalent of Landlord's interest in the premises as provided in 11 USC 361(3). In the

event that a petition shall be filed by or against Tenant in any bankruptcy, reorganization, composition, arrangement or insolvency proceeding pursuant to the provisions of the present Bankruptcy Code, or any subsequent Code or Laws similar thereto or amending same, demand shall be deemed automatically made for relief from the Imposition of the automatic stay presently imposed by 11 USC 362, or such later section, and shall be deemed the request of Landlord for a hearing to be held with regard to the modification, termination or lifting of said stay and shall be deemed effective as of the date of filing of said petition or by or against Tenant; or

iv) If Tenant shall assign, mortgage or encumber this Lease, or sublet the whole or any part of the demised premises, otherwise than as expressly permitted hereunder; or

v) If Tenant shall fail to pay any installment of the base fixed Rent, or any "Additional Rent", or any part thereof, more than ten (10) days after the same shall be due; or

vi) If Tenant shall fail to comply with the observance or performance of any of the terms, covenants, and conditions of the within Lease not set forth in this Paragraph, specifically referred to on the part of the Tenant to be so observed or performed, and such failure shall continue for five (5) days after written notice to cure thereof from Landlord to Tenant specifying the breach in reasonable detail, provided that, if it is not possible to cure the breach within five (5) days despite Tenant's reasonable diligence, then Tenant shall not be deemed in default so long as the breach is cured as soon as reasonably possible; or

vii) If any execution, attachment or other process of law or equity shall be issued against Tenant or a substantial portion of Tenant's property, whereupon the demised premises shall be taken or occupied by someone other than Tenant; or

viii) If a petition or a proceeding is filed or commenced by or against Tenant for its dissolution or liquidation (other than in connection with any merger permitted hereunder), or if its property is taken by any governmental authority in connection with a dissolution or liquidation and if filed or commenced against Tenant, the same is not dismissed with sixty (60) days; or

ix) If Tenant shall fail to pay, bond or otherwise remove any lien, for any amount due in connection with orders for extra work, material and/or equipment made by Tenant in connection with the construction or finishing of the demised premises as required herein.

B) If the Tenant is delayed, or prevented from performing any of its obligations under this Lease by reason of strike, legal requirements, acts of government, labor troubles, riots, terrorism, acts of war, results of any warlike conditions in this or any other country, weather, acts of God, unavailability of material and

equipment, failure to timely obtain governmental consents or permits, or for any cause whatsoever beyond Tenant's control, the period of such or such prevention shall be deemed added to the time provided herein for the performance of any such obligation by the Tenant.

C) If an Event of Default occurs, and same is not cured as required by this Lease, then and in that event, and at the sole option of the Landlord:

i) The Landlord may immediately or at any time thereafter, and without notice to Tenant, perform the same on account of the Tenant, and if the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest and costs, shall be deemed "Additional Rent" hereunder and shall be paid by Tenant to the Landlord within five (5) days of the rendering of any bill or statement to Tenant for same; and/or

ii) The Landlord may immediately discontinue providing services, if any, to the Tenant and the demised premises, including, but not limited to the cessation of cleaning services and the cessation of heat, electricity and/or repairs. Furthermore, the Landlord shall be permitted to cancel any security access cards provided to Tenant in accordance with the provisions of Paragraph 59. hereof. Upon the happening of same, the Tenant shall, upon its cure, if at all, obtain replacement cards from Landlord at the cost set forth in the aforesaid Paragraph. The Tenant shall hold harmless and indemnify Landlord from and against any and all claims, causes of action, damages, etc., incurred by it, its employees and/or third parties, by reason of the discontinuance of said services, etc. The provision hereof shall survive the expiration or earlier termination of this Lease Agreement.

iii) All the remaining installments of rent and "Additional Rent" for the term of this Lease Agreement shall become due and payable at once; and/or

iv) Said Lease shall be deemed canceled and the Landlord shall have the right of immediate possession of the premises pursuant to the remedies herein provided for; and/or

v) Any option herein provided for Tenant to renew said Lease shall be deemed null and void and of no effect.

D) Should the Landlord elect to cancel the subject Lease as provided by Paragraph B above, Landlord shall provide Tenant with a notice of termination which shall be effective at the expiration of ten (10) days from the date of service of said notice, and at the expiration of said ten (10) day period, the term, as well as the right, title and interest of the Tenant hereunder, shall wholly cease and expire as if said date of early termination were the date originally specified herein for the operation of the

Lease. The Tenant shall then quit and surrender the demised premises to the Landlord as required hereunder, but Tenant shall remain liable to Landlord as herein provided.

If this Lease is so terminated by Landlord as set forth above, and the Tenant, and any subtenants and other persons or entities are removed from the demised premises either by a summary dispossess proceeding or by any suitable action or proceeding at law or equity, the Landlord, its principals, shareholders, agents, employees, servants, etc. shall be entitled to repossess and enjoy the demised premises, together with all additions, alterations and improvements thereto, without being liable to indictment, prosecution or damages therefore.

E) In the event of any termination of the Lease by the Landlord, its re-entry into the demised premises, or dispossession of the Tenant by summary proceedings or otherwise:

(i) The fixed base rent, Additional Rent, Impositions and all other charges required to be paid by Tenant hereunder shall thereupon become due and be paid up to the time of such termination, or re-entry or dispossession, and Tenant shall also pay to Landlord all reasonable expenses, reasonable attorneys' fees, brokerage commissions, and all other costs paid or incurred by Landlord for restoring the premises to good order and condition and for altering and otherwise preparing the same for re-letting; and

(ii) Tenant shall be obligated to pay to Landlord, upon demand, and Landlord shall be entitled to recover from Tenant, damages in any amount equal to the excess, if any, of all fixed base rent, Additional Rent, Impositions and other charges and items as would be required hereunder to be paid by Tenant for each calendar month had this Lease and the Term not been terminated, or had Landlord not so re-entered, over the rents, if any, collected by Landlord in respect of such calendar month pursuant to any re-letting. Said damages shall be payable by Tenant to Landlord in monthly installments in the same manner as fixed base rent hereunder, and any suit or action brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding; and

(iii) If the statute or rule of law governing Landlord's claim for damages shall limit the amount of such claim capable of being so proved and allowed, Landlord shall be entitled to prove as and for liquidated damages and have allowed an amount equal to the maximum allowed by or under such statute or rule of law.

(iv) In connection with any re-leasing of the demised premises, Landlord, at its option, may make alterations, repairs and/or decorations which shall not operate or be construed to release Tenant from liability hereunder. Landlord shall in no event be liable in any way whatsoever for failure to re-let the premises, or in the event

that the premises are re-let, for failure to collect rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess of such annual rents over the sums payable by Tenant to Landlord hereunder. Suit(s) for the recovery of such damages, or for any installments thereof, may be brought by Landlord from time to time at its election. Nothing herein contained shall be deemed to require Landlord to postpone suit until the date when the term would have expired if it had not been terminated under the provisions of this Lease, or under any provision of law, or had Landlord re-entered into or upon the premises.

(v) Tenant, for itself and any and all persons claiming through or under Tenant, including but not limited to its creditors, upon the termination of this Lease and the term in accordance with the provisions of this Paragraph, or in the event of entry of judgment for the recovery of possession of the premises, by process of law or otherwise, hereby waives any right of redemption provided or permitted by any statute, law or decision now or hereafter in force, and does hereby waive, surrender and give up all rights and privileges which it or they may or might have under and by reason of any present or future law or decision, to redeem the premises or for a continuation of this Lease after having been dispossessed or ejected therefrom by process of law, or otherwise. Tenant waives all right to trial by jury in any action or summary or other judicial proceeding hereafter instituted by Landlord against Tenant in respect to the premises.

F) If the Tenant shall at any time be in default hereunder, and if the Landlord shall institute any action or proceeding against the Tenant based upon such default, or should the Landlord retain the services of an attorney by reason of Tenant's default hereunder, then the Tenant will reimburse the Landlord for the reasonable expense of attorneys' fees actually incurred, and costs and disbursements thereby incurred by the Landlord. The amount of same shall, at the option of the Landlord, be deemed to be "Additional Rent" hereunder, and shall be due from Tenant to the Landlord on the first day of the month following the incurring of such respective expenses.

G) The receipt or acceptance by the Landlord of fixed base rent or any "Additional Rent" with knowledge of any breach or default of any term, agreement, covenant, condition or obligation of this Lease by the Tenant shall not be deemed a waiver of said breach or default by Landlord unless such waiver is in writing and signed by Landlord.

H) No payment by Tenant or receipt by Landlord of a lesser amount than the correct rent or "Additional Rent" due hereunder shall be deemed to be other than a payment on account of the earliest stipulated rent or "Additional Rent" due and owing, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept

such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy provided in this Lease or at law.

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

19. CERTIFICATION OF TERMS/MORTGAGE FINANCING:

A) Tenant shall, within ten (10) days after Landlord's request, execute and deliver a statement certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, stating the same is in force and effect as modified and listing the modifications), (ii) the date of which basic rent and additional rent have been paid, (iii) the amount and type of security, if any, on deposit with Landlord pursuant to this Lease, and (iv) whether there is any default under the Lease or any event has occurred which with notice or passage of time would be a default and specifying such default or event. Such certification shall provide that the statements contained therein shall be deemed to be representations and warranties which may be relied on by the Landlord and other parties with which Landlord is dealing. Tenant shall also include in such certificate such additional information as Landlord may reasonably require.

B) If, in connection with obtaining or renewing financing for the Real Property at which the demised premises are located, an institutional lender shall request modifications in this Lease as a condition to such financing, Tenant will not withhold, delay or defer its consent thereto, provided that such modifications neither increase the monetary and non-monetary obligations of Tenant nor decreases the size of the demised premises or the services required to be provided by Landlord.

C) Tenant agrees, within ten (10) days after being requested, to submit such financial information as pertaining to monthly rental and additional rent as may be reasonably required by Landlord's mortgagee(s).

D) This Lease shall be subject and subordinate at all times to the lien of existing mortgages, and of mortgages which hereafter may be made a lien on the leased property. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant will nevertheless, execute and

deliver such further instruments subordinating this Lease to the lien of any such mortgage as may be desired by the mortgagee.

E) If Tenant fails to execute, acknowledge or deliver any such instrument required by this Paragraph within ten (10) days after the Landlord's request for same, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge and/or deliver such instruments for and on behalf of Tenant. Furthermore, and in the alternative and at Landlord's sole discretion, if Tenant fails to so execute any such instrument, the Landlord shall be entitled to cancel the subject Lease Agreement without incurring any liability on account thereof. Upon the happening of same, Tenant must vacate the demised premises as if the Lease had expired; however, Tenant shall remain liable to Landlord for all rent, additional rent, etc. as provided by Paragraph 17. hereof.

F) The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease Agreement.

20. WAIVER OF LIABILITY:

A) The term "Landlord" shall mean only the owner at the time in question of the present Landlord's interest in the land and buildings comprising the premises of which the demised premises forms a part, and in the event of a sale or transfer of all or substantially all of the land and buildings comprising the premises of which the demised premises forms a part (by operation of law or otherwise), or in the event of the making of a lease of all or substantially all of the land and buildings comprising the premises of which the demised premises forms a part, or in the event of a sale or transfer (by operation of law or otherwise) of the leasehold estate under any such lease, the grantor, transferor or lessor, as the case may be, shall be and hereby is (to the extent of the interest or portion of the fee or leasehold estate sold, transferred or leased) automatically and entirely released and discharged, from and after the date of such sale, transfer or leasing, from all liability in respect of the performance of any of the terms of this Lease on the part of Landlord thereafter to be performed; provided that the purchaser, transferee or lessee (collectively "Transferee") shall, automatically and without any formal assumption document executed by such tenant, be deemed to have assumed and agreed to perform, only under this Lease, all of the terms of this Lease on the part of Landlord to be performed during such period of ownership, which terms shall be deemed to "run with the land", it being intended that Landlord's obligations hereunder shall be binding on Landlord, its successors and assigns only during and in respect of their respective periods of ownership.

B) Landlord herewith represents that it presently has, and will maintain in

effect, a general liability insurance policy or policies with coverage for bodily injury and property damage in the minimum amount of Two Million (\$2,000,000.00) Dollars, combined single limit. In the event of a claim by Tenant against Landlord for any liability within the coverage of said policy or policies, Tenant agrees that Landlord's liability shall be limited solely to recovery out of the proceeds of said insurance policy or policies. Landlord shall not have any personal liability under this Lease and Tenant shall not look to Landlord's estate and interest in the land and buildings comprising the premises of which the Demised Premises forms a part and the rentals therefrom for the satisfaction of any right of Tenant for the collection of a judgment or other judicial process or arbitration award requiring the payment of money by Landlord. Furthermore, no other property or assets of Landlord, Landlord's agents, incorporators, shareholders, officers, directors, partners, principals (disclosed or undisclosed) or affiliates shall be subject to levy, lien, execution, attachment, or other enforceable procedure for the satisfaction of Tenant's rights and remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or under law, Tenant's use and occupancy of the Demised Premises or any other liability of Landlord to Tenant. If Tenant shall acquire a lien on any such other property or assets, by judgment or otherwise, Tenant shall promptly release such lien by executing and delivering to Landlord any instrument, prepared by Landlord, required for such lien to be released. Should Tenant fail to execute said instrument, then the provisions of this Paragraph shall be deemed to authorize Landlord to execute same on behalf of Tenant.

C) If the Landlord is delayed, or prevented from performing any of its obligations under this Lease by reason of strike, legal requirements, acts of government, labor troubles, riots, terrorism, acts of war, results of any warlike conditions in this or any other country, weather, acts of God, unavailability of material and equipment, failure to timely obtain governmental consents or permits, or for any cause whatsoever beyond Landlord's control, the period of such or such prevention shall be deemed added to the time provided herein for the performance of any such obligation by the Landlord. Such delay shall not be cause for any reduction in rent or other financial obligations imposed upon Tenant by this Lease.

D) Landlord shall not be liable for any damage or injury to persons or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of the premises or any part of the building in which the demised premises is located or for any damage or injury resulting or arising from any other cause happening whatsoever, unless said damage or injury be caused by or be due to the negligence or intentional wrongdoing of the Landlord.

E) Damage to Property or Persons. Landlord shall not be liable for any loss of or damage to property of Tenant or of others located in the Leased Premises or

the Shopping Center, by theft or otherwise, nor for any loss or damage whatsoever to any property which Tenant could remove at the end of the Term as provided in the lease. Landlord shall not be liable for any injury or damage to persons or property or interior of the Leased Premises resulting from fire, explosion, falling plaster or ceiling, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances, or plumbing works or from the roof, street, or subsurface or from any other place or by dampness, or for any other cause of whatsoever nature. Landlord shall not be liable for any such injury or damage caused by other tenants or any person or persons either in the Leased Premises or elsewhere in the Shopping Center, or by occupants of property adjacent to the Shopping Center, or by the public, or by operations in the construction of any private, public or quasi-public work. Landlord shall not be liable for any defect in construction. Landlord shall not be responsible for damage or loss of property of Tenant, or of others located in the Leased Premises, kept or stored on or in the Leased Premises. Notwithstanding the foregoing, Landlord shall be responsible for any losses, damages, and/or injuries caused by its negligence or intentional wrongdoing.

F) Damage or Destruction.

i) If the Leased Premises or the building in which they are located should be damaged or destroyed during the term hereof by fire or other casualty, subject to any unavoidable delay, the Landlord shall repair or rebuild the same to substantially the condition in which the same were immediately prior to such damage or destruction, provided that such damage or destruction is covered by Landlord's insurance, and only to the extent thereof, unless Landlord shall elect, not to rebuild as hereinafter provided. The Landlord shall have no obligation to replace or repair exterior signs, trade fixtures, equipment, display cases, and other installations installed by the Tenant.

ii) Except for any insurance proceeds Tenant may receive for items that would be considered a part of the Leased Premises, except as herein provided, Landlord shall have no interest in the proceeds of any insurance carried by the Tenant on the Tenant's interest in this Lease, and the Tenant shall have no interest in the proceeds of any insurance carried by the Landlord.

The Tenant agrees during any period of reconstruction or repair of the leased premises or of said building to continue the operation of its business in the leased premises to the extent reasonably feasible and permitted by government authorities.

iii) If the leased premises are totally damaged or are rendered wholly un-tenantable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to

demolish it, or if the leased premises should be damaged or destroyed to the extent of twenty-five percent (25%) or more of the monetary value thereof as a result of a risk which is not covered by usual fire and extended coverage insurance, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant notice in writing of its decision as aforesaid, and thereupon the term of this Lease shall expire by lapse of time upon the third day after such notice is given. Tenant shall thereupon vacate the leased premises and surrender the same to the Landlord. If Tenant shall not be in default under this Lease then, upon the termination of this Lease under the conditions provided for in this paragraph, Tenant's liability for rent shall cease as of the day following the casualty, or from the date Tenant vacates the Leased Premises, whichever last occurs and any rent or other payments prepaid by Tenant for the unused portion of the term shall be refunded by Landlord. If the damage or destruction be due to the fault or neglect of Tenant, in addition to whatever other liabilities which may apply, the debris shall be removed by, and at the expense of, Tenant. The Landlord's obligation under this paragraph shall in no event exceed the scope of the work to be done by the Landlord in the original construction of said building and the leased premises.

iv) If, during the last two (2) years of the term or if during the last two (2) years of any renewal term, the Leased Premises or the building in which they are located are so damaged or destroyed so that Landlord determines not to rebuild the same, Landlord shall not be obliged to restore the Leased Premises or the building in which they are located and, in such event, by notice given to the Tenant not later than ninety (90) days after such damage or destruction, this Lease shall be deemed terminated as of the date of the happening of the damage or destruction, or from the date Tenant vacates the Leased Premises, whichever last occurs, and the rent, both minimum and percentage, shall be ratably apportioned and any prepaid minimum rent refunded.

G) The provisions, terms, etc. of this Paragraph shall survive the expiration or earlier termination of this Lease Agreement.

21. TAX ESCALATION:

(a) Tenant agrees to pay as "Additional Rent" [REDACTED] (hereinafter "Tenant's Percentage") of all Real Estate Taxes (as hereinafter defined), as finally determined and imposed on the Building and Land which the demised premises are a part thereof during the term of this Lease.

(b) Notwithstanding the provisions of subparagraph (a) hereof, Tenant shall also pay as and for "Additional Rent" the tax increase referenced in **Paragraph 7. (ix)**

hereof. Said additional sum shall be paid to the Landlord within thirty (30) days after demand by the Landlord.

22. SURVIVAL OF OBLIGATIONS:

Any obligation of the Tenant set forth herein, and any obligation of the Tenant which by its nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after the expiration or earlier termination of this Lease, and any liability for a payment which shall have accrued to or with respect to any period ending at the time of such expiration or termination, and any representation or agreement on the part of Tenant to hold harmless and indemnify Landlord, unless expressly otherwise provided in this Lease, shall survive the expiration or earlier termination of this Lease.

23. LEASE TERM // RENT CHARGES:

A) The Term of this Lease Agreement shall be for five (5) years, and shall commence on the later of: (1) the date that the New York State Department of Health approves Tenant as a Registered Organization for the dispensing of approved medical marijuana products in New York State, without any condition requiring Tenant not to operate a dispensary at the demised premises; or (2) September 1, 2015..

B) During the term of this Lease Agreement, Tenant shall pay as base rent to the Landlord in advance on the 1st day of each month, and without any set-off or deduction, the sum of \$ [REDACTED]. The base rent shall increase by [REDACTED] ([REDACTED] percent every two (2) years during the initial term and any renewal term in accordance with the following schedule:

<u>Lease Year</u>	<u>Monthly Base Rent</u>
1	Redacted
2	pursuant to N.Y.
3	Public Officers
4	Law, Art. 6
5	
Renewal Term	
6	
7	
8	
9	
10	

C) In the event that the date of commencement of rent hereunder shall begin

on a day of the month other than the first day of a month, the first rental payment shall be adjusted for the proportionate fraction of said month so that all subsequent monthly rental payments shall be due and payable on the first day of each month. Furthermore, the Lease term shall be extended by such number of days so that the term shall expire on the last day of the last month of the Lease term (e.g. should the Lease be effective on July 13, 2015, the base rent for said month shall be pro-rated, full monthly rent shall be due and payable for August and the term shall end on July 31 of the appropriate ensuing years).

D) The aforesaid base rental payments made by Tenant shall not include electricity, cleaning services, garbage removal, water supply or usage, telecommunications, or any other type of utility service. Tenant shall be solely responsible for the costs of said utility services. To the extent necessary, the Landlord shall submeter the demised premises for the aforesaid utilities and Tenant shall pay the monies billed by Landlord for said monthly usage.

E) If the electrical service to the demised premises becomes overloaded by reason of Tenant's installation of equipment, etc. and the use thereof, Tenant shall be solely responsible for any damage, costs, etc. attributable to said overload. Furthermore, Tenant shall be solely responsible for any costs expended/to be expended relative to the upgrading of the electrical service to the demised premises. Tenant shall hold harmless and indemnify Landlord from any and all claims, causes of action, etc. by reason of the overload of the electrical service in and to the demised premises.

F) The Tenant shall comply with all electrical conservation measures and limits on power grid availability imposed by Landlord or by the utility company which services the building at which the demised premises are located, including required shutdowns that may arise. The Landlord shall be permitted to shut down electrical service to the demised premises, or to the building at which the demised premises are located, when needed for repair and any other legitimate reasons. Except for emergency situations, Landlord shall provide Tenant as much advance notice as possible as to said electrical interruption/shut down. The occurrence of such an event shall not give use to any claim of constructive eviction or any other claim or cause of action by Tenant against Landlord, and shall not serve as a basis for any rent reduction or credit against the Tenant's rent obligations hereunder. Tenant shall hold harmless and indemnify Landlord from and against any and all claims, losses, damages, etc. by reason of said events.

G) re: Key and/or Lock replacement:

i) Should the Tenant lose its key/keys to the demised premises, or the key to the mailbox for the demised premises, or should the Landlord be requested or required to replace or repair either said keys, mailbox or door locks for any reason,

then Tenant shall pay the following sums to Landlord as and for the costs of replacing said lost keys and repairing/replacing said mailbox or door locks:

- [REDACTED] - lost mailbox key/replacement of lock
- [REDACTED] - lost suite key/replacement of lock

ii) Should the Tenant desire additional copies of keys, it shall pay to Landlord the following fees for same:

- [REDACTED] - copy of mailbox key
- [REDACTED] - copy of interior door or bathroom key

iii) Said costs and monies due from Tenant shall be considered "Additional Rent" and shall be paid by Tenant in accordance with the terms of this Lease.

H) No payment by Tenant or receipt by Landlord of a lesser amount than the correct rent or "Additional Rent" due hereunder shall be deemed to be other than a payment on account of the earliest stipulated rent or "Additional Rent" due and owing, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy provided in this Lease or at law.

24. SECURITY DEPOSIT:

A) Upon the commencement of the Lease term as provided by the provisions of Paragraph 23A) hereof, the Tenant shall deposit with Landlord the sum of \$ [REDACTED] as and for a security deposit hereunder. Said security deposit shall be non-interest bearing.

B) Rent security shall be further increased and be payable on the first (1st) day of each lease year thereafter in which the rent is increased so that the rent security at all times will be equal to no less than six (6) months base rent. Notwithstanding said provision, at no time shall the security deposit held by Landlord be less than the sum set forth in Paragraph A) above. Failure to pay the increase in security as provided for herein when due shall be deemed a material breach of this Lease and shall be subject to the late payment provisions provided for in this Lease. The payment of the additional security shall be deemed "Additional Rent".

C) Landlord may use, apply or retain the whole or any part of the security deposited by Tenant to the extent required for the payment of any rent and additional rent or other such as to which Tenant is in default or for any sum which Landlord may expend or may require to expend by reason of Tenant's default beyond any applicable grace or cure period in respect of any of the terms of this Lease, including, but not

limited to, any damages or deficiency accrued before or after summary proceedings or other reentry by Landlord. In the event that Tenant shall comply with all of the terms of this Lease, the security deposit, less the sum of \$500.00 for Landlord's legal and administrative costs, shall be returned to Tenant within sixty (60) days after the earlier of the date fixed as the end of the Lease term or any earlier termination date not resulting from the Tenant's default, and after delivery of proper possession of the demised premises to Landlord. Pursuant to the terms of this Lease, the Landlord shall be entitled to deduct from the security deposit any and all rent or additional rent owed by Tenant, or monies related to damages, etc. at the premises, prior to said return to Tenant.

D) Should the Tenant seek protection under any applicable bankruptcy code, then, unless the Landlord elects otherwise in writing, the entire security deposit posted by the Tenant shall automatically be deemed to have been applied as follows (whether or not the Landlord does so): (i) first, to pay unpaid rents prior to any bankruptcy filing; and (ii) second, to Landlord in partial payment of Landlord's damages due to Tenant's default. The Landlord shall be permitted to dispose the security deposit accordingly.

E) For the performance of any of the obligations of Tenant hereunder, Landlord shall have a lien upon all goods and property of Tenant situated in, on or about the demised premises, said lien to be in addition to and cumulative of the Landlord's other rights. Landlord shall have, and Tenant hereby grants, a security interest in any furnishings, equipment, fixtures, inventory, accounts receivable, or other personal property of any kind belonging to Tenant, or the equity of Tenant therein, on the demised premises. The security interest is granted for the purpose of securing the payment of rent, other charges, assessments, penalties and damages herein covenanted to be paid by Tenant, and for the purpose of securing the performance of all other obligations of Tenant hereunder. Upon Tenant's default or breach of any covenants of this Lease, Landlord shall have all remedies available under the laws of the State of New York, including but not limited to the right to take possession of the above mentioned property and dispose of it in a commercially reasonable manner. Notwithstanding anything to the contrary in this Lease, Landlord shall not have a lien upon, security interest in, or any right in or to medical marijuana or any other property of Tenant in which Landlord is prohibited by law from having such an interest.

25. [INTENTIONALLY DELETED]

26. ENCROACHMENT:

In the event of any claim by the Tenant to the effect that another tenant in the building at

which the demised premises are located in any way encroaches upon or violates any of its rights under this Lease, the Tenant's sole recourse shall be against such other tenant, and in no event will the Landlord be required to institute any legal proceeding or to take other steps against the tenant alleged to be in violation. This shall in no way, however, limit the rights of the Tenant as against such other tenant or violating party, nor shall such encroachment constitute a default under or breach of this Lease by Landlord.

27. NOTICES:

All notices required by parties hereto to the other shall be sent by Certified Mail, or by personal delivery, to the following parties addressed as follows:

To Landlord: GCS REALTY CO., INC.
d/b/a ROYAL REALTY COMPANY
55 East Grassy Sprain Road
Yonkers, New York 10710

To Tenant: FIORELLO PHARMACEUTICALS INC.
35 East Grassy Sprain Road - Suite # 507
Yonkers, New York 10710

In the event that either of the aforesaid addresses are changed, for any reason whatever, it shall be the responsibility of the party whose address is changed to notify the other party hereto of such change, in the manner provided herein, and prior to said notification of any such said changed address, all notices shall be made to the last address so received. All notices shall be deemed given on the date personally delivered or the date mailed. Tenant is required to accept all notices delivered/mailed and the failure to do so shall be a material breach of the Lease, thereby entitling Landlord to all the remedies set forth herein.

28. HAZARDOUS MATERIALS:

A) It is a condition of this Lease that Tenant shall store and dispose of all of its waste products in accordance with applicable federal, state and local rules and regulations. No foreign products shall be disposed of in the drains or water outlets in the premises. Tenant shall indemnify and hold Landlord harmless from and against all claims, expenses and damages incurred by the Landlord as a result of Tenant's violation of this provision. Any and all such monies due and owing Landlord by Tenant shall be paid as "Additional Rent" and shall be paid within thirty (30) days of Landlord's billing to Tenant.

B) Tenant shall not cause or permit any Hazardous or Toxic Materials (hereinafter defined) to be used, stored, transported, released, handled, produced or installed in, on or from the demised premises or the building, except as permitted by the Lease and provided the proper licenses, permits, etc. have been obtained by Tenant from the proper local, state or federal authorities having jurisdiction in the matter. "Hazardous Materials", as used herein, shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos, or any other substance or materials included in the definition of "hazardous substances", "hazardous wastes", "hazard materials", "toxic substances", "contaminants" or any other pollutant, or otherwise regulated by any federal, state or local environmental law, ordinance, rule or regulation. In the event of a violation of any of the foregoing provisions of this Paragraph, Landlord may, without notice and without regard to any grace period contained herein, take all remedial action deemed necessary by Landlord to correct such condition and Tenant shall reimburse Landlord for the cost thereof, upon demand, as "Additional Rent".

C) During the terms of this Lease, if the Tenant receives any notice of the happening of any event involving the use, spill, discharge or cleanup of any Hazardous or Toxic substance or waste, or any oil or pesticide on or about the demised premises, or into any sewer, septic system or waste treatment system servicing the demised premises (any such event is hereinafter referred to as a "Hazardous Discharge"), or of any complaint, order, citation, or notice with regard to air or safety matter affecting Tenant (an "Environment Complaint"), from any person or entity, including, without limitation, the Department of Environmental Protection, the United States Environmental Protection, the United States Environmental Protection Agency or any similar or successor governmental or quasi-governmental agency (collectively, the "Environmental Agencies"), then Tenant shall give immediate oral and written notice of same to Landlord, detailing all relevant facts and circumstances. Landlord represents that at the time of execution of this Lease it has no knowledge of any discharge or cleanup of any Hazardous or Toxic substance or waste, or any oil or pesticide on or about the demised premises or into the sewer, septic system or waste treatment system servicing the demised premises.

D) Without limiting the foregoing, Landlord shall have the right, but not the obligation, to exercise any of its rights as provided in this Lease, or to enter onto the demised premises, or to take such actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of or otherwise deal with any Hazardous Discharge or Environmental Complaint upon its receipt of any notice from any person or entity, of a Hazardous Discharge or Environmental Complaint pertaining to the demised

premises. All costs and expenses incurred by Landlord by reason of, or attributable to, Tenant's operations, in the exercise of any such rights shall be deemed to be "Additional Rent" hereunder and shall be payable by Tenant to Landlord upon demand.

E) The occurrence of any of the following events shall constitute an Event of Default under this Lease:

- (i)** If Tenant receives notice and Tenant does not give Landlord notice of a Hazardous Discharge or an Environmental Complaint on or pertaining to the demised premises.
- (ii)** If any Environmental Agencies assert or create a lien upon any or all of the demised premises by reason of the occurrence of a Hazardous Discharge or an Environmental Complaint or otherwise.

F) Tenant hereby agrees to and shall defend, indemnify, and hold Landlord harmless from and against any and all claims, losses, liabilities, damages and expenses including, without limitation, cleanup costs and reasonable attorneys' fees arising by reason of any of the aforesaid or an action against Tenant under this indemnity arising directly or indirectly from, out of, or by reason of any Hazardous Discharge or Environmental Complaint occurring by reason of or attributable to Tenant's operations.

G) In the event of Tenant's failure to comply in full with the provisions of this Paragraph, Landlord may, at its option, perform any or all of Tenant's obligations as aforesaid and all costs and expenses incurred by Landlord shall be deemed to be "Additional Rent" payable by Tenant on demand.

H) The provisions of this Paragraph shall survive any expiration or earlier termination of the Lease.

29. FLOOR LOADS:

The Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expenses, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

30. PERMITS/CERTIFICATE OF OCCUPANCY:

A) Tenant shall be responsible for obtaining and maintaining any and all required permits and Certificates of Occupancy from any local, county, state and federal governments, or agencies or departments thereof relative to its use, or permitted use, of the demised premises, prior to the commencement of its business operations

at, or its access to, the demised premises, and Tenant shall deliver true copies thereof to Landlord. Tenant shall be responsible for any assessments or fines levied against Landlord by reason of Tenant's failure to comply with the provisions of this paragraph. Same shall be deemed "Additional Rent" for the purpose of the collection of said sums.

B) Tenant will not at any time use or occupy the demised premises in a manner which is in violation of the Certificate of Occupancy issued for the building of which the demised premises are a part or of the zoning laws applicable to the premises. Tenant has inspected the demised premises and accepts them "AS IS", subject to the promises set forth herein with respect to Landlord's work, if any. In any event, Landlord makes no representations as to the condition of the premises or as to the use or permitted use of same and Tenant agrees to accept the same subject to violations, whether or not of record. If any government license, permit, variance, etc. shall be required for the proper and lawful conduct of Tenant's business, Tenant shall, at its own cost and expense, be responsible for and shall procure and maintain such licenses, permits, certificates of occupancy, etc., and shall provide copies of same to the Landlord. Tenant shall diligently pursue all said application processes, and Landlord shall cooperate with Tenant as to same to the extent that such cooperation is at no cost or expense to Landlord.

C) Tenant shall comply with any and all laws, codes, statutes, rules and regulations of each Federal, State or local government, agency or department thereof relative to its use of the demised premises, as well as future enactments and amendments thereto, regulations and requests of Landlord's insurance carrier, utility company regulations, administrative promulgations, governmental orders, and recorded declarations, present and future. Notwithstanding the foregoing, the parties acknowledge and understand that Tenant's permitted use of the demised premises under this Lease violates the federal Controlled Substances Act.

D) The Landlord shall, without any cost to it, provide reasonable assistance to the Tenant in developing its site plan for the demised premises and in seeking all requisite licenses and approvals for the use of the demised premises as provided for herein.

31. RULES/REGULATIONS:

A) Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with all reasonable Rules and Regulations as Landlord or Landlord's agents may from time to time adopt. Nothing in this Lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Landlord shall not be liable to Tenant for violation of the

same by any other tenant, its servants, employees, agents, visitors or licensees.

B) Whenever Tenant, its servants, employees, agents, visitors and licensees shall be in violation of any of the Rules and Regulations adopted by the Landlord, or shall be in default of any of the terms, provisions and conditions of this Lease Agreement, other than the obligation to pay rent and/or Additional Rent, in addition to any of the remedies available to Landlord herein and hereunder, the Tenant shall be liable to pay to the Landlord, as and for "Additional Rent", the following fines and penalties:

- [REDACTED] for first violation/default
- [REDACTED] for each successive instance of violation or default

The aforesaid fines and penalties shall, in the sole direction of Landlord, be imposed, and due and payable by Tenant, either for each event of violation and/or default, or for each day that the events of violation and/or default continue. Should Landlord elect to impose the said fine or penalty for each day that the violation and/or default continues, Tenant hereby acknowledges its awareness that same shall be cumulative.

32. HOLD OVER:

A) Tenant acknowledges that possession of the demised premises must be surrendered at the expiration or sooner termination of the term, time being of the essence. Tenant shall indemnify, defend and save Landlord harmless against all reasonable liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees and claims made by a successor tenant based upon the failure or refusal of Tenant to surrender the demised premises in a timely fashion. The parties agree that the damage to Landlord resulting from failure by Tenant to surrender possession of the demised premises on a timely basis will be substantial, will exceed the amount of rent payable hereunder and will be impossible of accurate measurement. Tenant shall pay Landlord, as liquidated damages for each month and for any portion of a month during which Tenant holds over in the demised premises after expiration or sooner termination of the term of this Lease, a sum equal to [REDACTED] of the average base and additional rent which was payable per month under this Lease during the last three (3) months of the term. Such liquidated damages shall not limit Tenant's indemnification as herein above set forth with respect to claims made by any succeeding tenant founded upon Tenant's failure or refusal to surrender the demised premises. Nothing contained herein shall be deemed to authorize Tenant to remain in occupancy of the demised premises after the expiration or sooner termination of the term. The foregoing provisions of this Paragraph are in addition to and do not affect Landlord's rights of re-entry or any other rights of Landlord hereunder or as

otherwise provided by law. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

B) Right to Exhibit. Subject to the approval of the New York State Department of Health and to the extent permitted by New York law, for a period commencing one (1) year prior to the termination of this Lease, the Landlord may have reasonable access to the premises herein demised for the purpose of exhibiting the same to prospective tenants. Landlord shall also be allowed to exhibit the Leased Premises at any and all times, during normal business hours, to any and all entities for Landlord may desire for purposes as Landlord may deem appropriate. Tenant shall allow Landlord to photograph the Leased Premises (whether for insurance, appraisal, advertisement, or for any other reason) without compensation, liability, inclusion or for any other right or reason Tenant may have for request of any sort of benefit resulting from such exhibition of the Leased Premises. Landlord acknowledges and understands that regulations of the New York State Department of Health severely restrict access to medical marijuana dispensaries.

33. TENANT's TIME TO SUE:

a) Commencement of Action. Any claim, demand, right, or defense by Tenant that arises out of this Lease or the negotiations that preceded this Lease shall be barred unless Tenant commences an action thereon, or interposes a defense by reason thereof, within one (1) year after the date of the inaction, omission, event, or action that gave rise to such claim, demand, right, or defense.

b) Tenant Acknowledgment. Tenant acknowledges and understands, after having consulted with its legal counsel, that the purpose of Paragraph a) is to shorten the period within which Tenant would otherwise have to raise such claims, demands, rights or defenses under applicable laws.

34. TENANT's CONTINUED LIABILITY:

Tenant's obligation to pay any and all Fixed Rent, adjustments and "Additional Rent" under this Lease shall continue and shall cover all periods up to the Lease expiration date set forth herein. Landlord's and Tenant's obligations to make the adjustments and payments herein before referred to shall survive any expiration or termination of this Lease. Any delay or failure of Landlord in billing any rent adjustments herein provided for shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such rent adjustments hereunder. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

35. HANDICAP ACCESS:

A) Tenant shall promptly comply with all requirements relating to the Americans with Disabilities Act, 42 U.S.C. Section 12,101 et seq., and the regulations promulgated thereunder as in effect from time to time ("**ADA Requirements**"), as well as with all state and local laws, rules, codes and regulations as to disabled/handicapped access. Tenant shall have exclusive responsibility for compliance with all said requirements pertaining to the demised premises, including for the design and construction of the access thereto and egress therefrom. In the event Tenant's use of the demised premises requires alterations to provide handicap access pursuant to the Americans With Disabilities Act, or any state or local law, etc., or otherwise, all such alterations shall be made at the sole cost and expense of Tenant. The Tenant shall hold harmless and indemnify Landlord from and against any and all claims, actions, etc., relative to compliance herewith. The provisions of this Paragraph shall survive the expiration or early termination of this Lease.

B) Tenant shall comply with any reasonable plan adopted by Landlord which is designed to comply with ADA Requirements. If Tenant fails to comply with its obligations under this Section, after notice to Tenant, Landlord may comply or cause compliance, in which case Tenant shall reimburse Landlord upon demand for Landlord's out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection therewith. Any and all such monies due from Tenant shall be deemed "Additional Rent" hereunder and collectable as such.

36. LANDLORD'S ACCESS TO PREMISES:

a) Tenant expressly acknowledges that it has bargained for, and is entering into, a lease for space in a "not newly constructed" building. That in entering into this Lease, Tenant acknowledges that due to the building's age and condition, the Landlord and other Tenants may, from time to time, be performing renovations and construction alterations, including erecting scaffolding at the subject premises. The Landlord will attempt to keep disruptions caused to the Tenant from said renovations to a minimum, but said renovations may necessarily require Landlord's use from time to time of a portion of Tenant's space. Subject to the approval of the New York State Department of Health and in compliance with New York law, Landlord shall further have the right to enter upon the Premises at any time, without unreasonably interfering with Tenant's business and use of the demised premises, for the purpose of inspecting the same, or of making emergency and/or non-emergency repairs to the Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the Premises to prospective purchasers, lessees or lenders. Landlord acknowledges and understands

that regulations of the New York State Department of Health severely restrict access to medical marijuana dispensaries. Use of the roof above the Premises is reserved to Landlord. Tenant shall not be allowed on the roof without Landlord's prior written consent.

b) Landlord's right of access provided for in this Paragraph shall be deemed to include access to meter rooms, if any, in the Premises and any other equipment or fixtures in, or, accessible, through the Premises which are used in the general service of the Building or for the maintenance or repair of which Landlord may be responsible.

c) To the extent permitted by the New York State Department of Health and consistent with New York law, Landlord reserves the right to inspect the demised premises, and each part thereof, including closets and interior rooms, whether locked or open, at any time and without unreasonably interfering with Tenant's business and use of the demised premises, and for any purpose reasonably related to the protection of Landlord's interests, including verifying whether Tenant is in compliance with any term, condition or provision of this Lease Agreement. Tenant expressly acknowledges that the aforesaid right of inspection reserved unto Landlord is a material provision of this Lease and Tenant shall not interfere with any such access and/or inspections. Landlord acknowledges and understands that regulations of the New York State Department of Health require strict security and severely restrict access to and within medical marijuana dispensaries.

d) Tenant shall be permitted to install additional locks upon any of the exterior or interior doors of the demises premises and other security devices and equipment with prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, it being understood that Tenant is required by New York law to maintain strict security and to prohibit anyone not authorized by the New York Department of Health from entering the dispensary.

e) Tenant hereby waives any claims for constructive or partial eviction by virtue of any of the renovations, repairs, or access described in this entire Paragraph.

f) Tenant shall be required to provide access, subject to the conditions described above, to effectuate Landlord's aforesaid rights. Tenant acknowledges that the failure to provide such access to the Landlord and or its Agents, shall be deemed a material default under the Lease.

g) Landlord hereby reserves the following rights and privileges:

- i)** an easement for all existing wires, pipes, line conduits and related installation now running in, on, under or over the demised premises; and
- ii)** an easement to install new wires and pipes, wires, conduits and related installations in, on, over and under the demised premises.

h) The provisions of this entire Paragraph shall survive the termination or earlier expiration of this Lease.

37. TENANT ADDRESS/TELEPHONE NUMBER:

Upon the execution hereof, the Tenant shall provide to the Landlord the home telephone number and address of the person or officer signing the Lease. The Tenant shall forthwith provide to Landlord any change as to same.

38. REQUEST TO MODIFY:

If, in connection with obtaining, continuing or renewing financing for which the Building, land or a leasehold or any interest therein at which the demised premises exists represents collateral in whole or in part, a lender shall request modifications of this Lease as a condition of such financing, the Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that any such modifications do not increase the Tenant's obligations hereunder, decrease Tenant's rights hereunder, or materially adversely affect the Tenant's leasehold interest hereby created.

39. BANKRUPTCY OF TENANT:

A) If Tenant assumes this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. subsection 101 et. seq. (the "Bankruptcy Code") to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to Tenant, then notice of such proposed assignment, setting forth (i) the name and address of such address of such person, (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided Landlord to assure such person's future performance under the Lease, including, without limitation, the assurance referred to in section 365(b)(3) of the Bankruptcy Code, shall be given to Landlord by Tenant not later than twenty (20) days after receipt by Tenant but in no event later than ten (10) days prior to the date that Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the right and option, to be exercised by notice to Tenant given at any time and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such for the assignment of this Lease.

B) If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or

otherwise delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other consideration constituting Landlord's Property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid to Landlord.

C) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

D) If any Bankruptcy transfer of this Lease occurs without the Landlord's express written consent, then notwithstanding anything to the contrary in this Lease, any and all consideration payable or otherwise to be delivered in connection with such Bankruptcy transfer (except, in the case of a Sublease, to the extent that it constitutes bona fide subrent not exceeding the Base Rent) shall (i) be paid or delivered to Landlord; (ii) be and remain the exclusive property of Landlord; and (iii) not constitute property of Tenant or of any estate of the Tenant under Bankruptcy Law. Any and all consideration constituting Landlord's property under the preceding clause "(ii)" not paid or delivered to Landlord shall be held in trust for Landlord's benefit and be promptly paid or delivered to Landlord. This Paragraph is not intended to prohibit, restrict, or condition any Bankruptcy transfer or to terminate or modify this Lease in the event of a Bankruptcy transfer, but only to allocate the proceeds of any Bankruptcy transfer and to clarify the scope, nature, and extent of Tenant's property interest in this Lease.

E) Nothing continued in this Article shall, in any way, constitute a waiver of the provisions of this Lease relating to assignment. Tenant shall not, by virtue hereof, have any further rights relating to assignment other than those granted in the Bankruptcy Code.

F) Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(7) of the Bankruptcy Code.

G) The term "Tenant" as used in this Article shall include any trustee, debtor in possession, receiver, custodian or other similar officer.

40. PARKING:

Tenant, its employees, agents and invitees, shall have a non-exclusive right to park in the parking areas adjacent to the Building at which the demised premises are located.

Notwithstanding the foregoing, the Landlord reserves the right to promulgate rules and regulations with respect to parking area by Tenants, Tenant's employees, agents and customers/invitees. Irrespective of the rights, if any, afforded Tenant by the provisions of this Paragraph, neither Landlord nor this Lease Agreement assure or guarantee Tenant sufficient or adequate parking spaces exist at the property at which the demised premises are located. Any and all difficulties with parking, if any, shall not serve as any claim by Tenant to a diminution of rent or for constructive or partial eviction. Tenant shall not be permitted to park commercial vehicles or any vehicles/equipment in the parking area overnight. Tenant shall hold harmless and indemnify Landlord from any and all claims for damage, etc. to any motor vehicle left overnight in the parking areas of the building at which the demised premises are located, including, but not limited to claims relative to the towing of said vehicle and any harm or damage by reason of snow plowing at said property. Furthermore, Tenant shall direct its employees, agents, etc. not to park in the spaces in the front of the Building where the demised premises are located designated for bank customer parking. Should the Landlord incur any damages or loss whatsoever by reason of any violation of any of the provisions of this Paragraph by Tenant, its employees, etc., then Tenant shall be responsible for same as and for "Additional Rent". The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

41. FINES:

Tenant shall be responsible for all fines levied against the demised premises, property or Building thereat, or against the Landlord by reason of Tenant's use and occupancy of the demised premises by the appropriate municipality or governmental agency having jurisdiction. Tenant shall also be responsible for such fines occasioned by reason of any default by Tenant of the terms and provisions of this Lease. Should Tenant not pay said fines, Landlord may pay same and shall be entitled to collect same from Tenant as "Additional Rent". Said payment shall be due and owing by Tenant together with the rent payment next due and owing to Landlord.

42. BASEMENT STORAGE:

A) Except as provided herein, or by separate agreement between the parties, the demised premises does not include the usage of any basement area, if any, in the Building where the demised premises are located and Tenant shall not use same for storage or for any other purpose.

B) To the extent the Tenant is entitled to utilize an area of the basement for storage of files and other personal property, the Tenant acknowledges that said area is not private and is not secure from access from other tenants, etc. and further

acknowledges that Landlord is not a guarantor of the safety/security of same and is not a bailor of said personalty. No bailment is created by said storage. The Tenant shall hold harmless and indemnify Landlord from any and all claims relative to the theft, removal of, tampering with and damage to such files and personalty, whether said claims are direct or ancillary to such loss. The provisions of this Paragraph shall survive the expiration of this Lease.

43. PETS:

No pets of any type are allowed at or upon the demised premises, with the exception of animals for handicapped persons' usage.

44. PLUMBING FACILITIES:

The common area plumbing facilities, water fountains, sinks and all drains within the demised premises or the building at which same are located, shall not be used for any purpose other than that for which they are constructed, and no food products, waste, garbage, debris, foreign substance of any kind, or grease or any materials containing grease, shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall pay said charges to Landlord as "Additional Rent" within twenty (20) days of submission of a bill for same by Landlord. The obligation imposed upon Tenant by this Paragraph shall survive the expiration or earlier termination of this Lease.

45. BUILDING ADDITIONS:

Landlord hereby reserves the right at any time to make alterations or additions to and to build additional stories on the building in which the premises are contained and to any building adjoining the same which is owned/leased by the Landlord, and to build additional structures at the real property site at which the demised premises are located. Landlord also reserves the right to construct other buildings or improvements on the subject premises from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same.

46. PROPERTY STORAGE:

All property, including property of others, kept, stored, or maintained at the demised premises by Tenant shall be at the Tenant's sole risk. Tenant shall hold harmless and indemnify Landlord as to any claims for loss or damage to said personalty. The provision of this Paragraph shall survive the expiration or earlier termination of the

Lease.

47. PAYMENT:

A) All fixed base rent and Additional Rent shall be payable at the office of the Landlord to the Landlord's designated agent, the Business Manager, currently located at 55 East Grassy Sprain Road, Yonkers, New York, 10710, without any set-off or deduction whatsoever.

B) All taxes, charges, costs and expenses which the Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Tenant's failure to pay such amounts, and all damages, costs, and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, shall be deemed to be "Additional Rent". In the event of nonpayment of said rent or "Additional Rent" by the Tenant, the Landlord shall have all the rights and remedies with respect thereto as the Landlord has for the nonpayment of the basic rent.

48. LEASE DISPUTE:

A) In the event that during the term of this Lease there is any dispute under the terms of this Lease, or if there is any disagreement as to its construction and effect, or if there is any other dispute between the parties unrelated to this Lease Agreement and the occupancy and tenancy created by same, the parties hereto agree that the Tenant shall continue to pay the full fixed rent and "Additional Rent" as hereinbefore provided without any offset or deduction whatsoever. Under no circumstances shall the Tenant have the right of offset or counterclaim with regard to the payment of fixed rent or any item of "Additional Rent" or to withhold payment of all or any part thereof, all of which shall be due and payable when due as set forth herein.

B) In any action or proceeding brought by Landlord against Tenant, Tenant shall not, and shall not have the right to:

i) interpose any defense based upon a breach by Landlord of any of the terms, covenants and conditions of this Lease on the part of the Landlord to be performed; or

ii) interpose a counterclaim or setoff for damages which may have been sustained by Tenant, by reason of Landlord's failure to perform any of the terms, covenants and conditions of this Lease on the part of the Landlord to be performed, or by reason of any other ground not related to this Lease. Tenant shall be relegated to an independent action for damages, or for any other relief Tenant may seek, including but not limited to claims for breach of lease, reformation or rescission, and such

independent action shall not at any time be joined or consolidated with, or tried with, or otherwise interposed in, such action or proceeding brought by Landlord.

C) The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease Agreement.

49. BUILDING HOURS:

The building, of which the demised premises forms a part, shall be open from 7:00 a.m. to 7:00 p.m. from Monday through Friday, and from 8:00 a.m. to 1:00 p.m. on Saturdays, National Holidays excepted. For the purpose of this paragraph, National Holidays shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Tenant shall hold harmless and indemnify Landlord from and against any and all claims, actions, damages, etc. by reason of the presence of Tenant, its guests, employees, invitees, etc. in the demised premises during hours other than as provided by and in this Paragraph. Furthermore, Tenant acknowledges that Landlord shall not be obligated to provide any services to/for the demised premises or the building within which same are located other than during the periods that the building is open as set forth above. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

50. TENANT MOVES:

The Tenant shall notify the Landlord 24 hours prior to moving in or moving out of the demised premises or, in the event that the Tenant expects a large delivery which would necessitate the use of the elevator, for proper preparation of the elevator for such use and the proper preparation of the common areas. This also applies to moves between floors. All deliveries and moves must be made via the rear door. In all such events, the moving/delivery hours shall be Monday - Friday, between the hours 8:00 A.M. - 4:00 P.M. only. There shall be no moving in or moving out on weekends. Any and all damages to the elevator, building premises and/or common areas of the real property at which the demised premises are located caused during the aforementioned situations shall be the direct responsibility of the Tenant, notwithstanding the fact that the Tenant may utilize the services of a third party and/or moving company. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

51. RECYCLING:

Tenant shall comply with any recycling program imposed by any municipalities having jurisdiction thereof over the real property at which the demised premises are located.

52. COOKING/HEATING/SMOKING PROHIBITIONS:

A) Tenant shall not be permitted to maintain, store and/or operate a microwave oven, or any other cooking appliances or heating appliances/devices at or within the demised premises. To the extent permitted by the New York State Department of Health and New York law, the Landlord is hereby authorized to enter, and inspect, the demised premises, including storage rooms and closets therein, to verify that no such appliance or devices are located therein and, if applicable, shall be permitted to remove same from the demised premises.

B) Tenant, and its employees, invitees, guests, etc. shall not be permitted to smoke cigarettes, cigars, or other substances within the demised premises or any where within the common areas of the building at which the demised premises are located.

C) Tenant acknowledges its awareness and understanding that the prohibitions set forth in this Paragraph must be adhered to and any breach of same shall be a default of the terms of this Lease which shall entitle the Landlord to pursue any remedies authorized by same.

D) The Tenant shall hold-harmless and indemnify the Landlord, its agents, officers, attorneys, employees, etc. from and against any and all claims, causes of action, liability, etc. by reason of the provisions of this Paragraph and by reason of the exercise of the rights and remedies afforded hereby.

E) The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease Agreement.

53. LANDLORD'S EMPLOYEES/CONTRACTORS, etc.:

The Tenant acknowledges that Landlord's staff, personnel and employees are not authorized to perform any work for the Tenant at/upon the demised premises during normal business hours of between 7:00 a.m. and 5:00 p.m. weekdays and between 7:00 a.m. and 1:00 p.m. on weekends. Furthermore, Tenant shall not be permitted to contact any contractors, etc. of Landlord absent the prior approval of Landlord. At any time that the Tenant utilizes the services or assistance of Landlord's employees, etc. for Tenant's purpose, Tenant shall be solely responsible for the compensation of same and Tenant agrees to hold harmless and indemnify Landlord from any and all claims, liability, expenses, costs, causes of action, etc. which arise by or from the use of same. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

54. RENEWAL:

Tenant agrees to notify Landlord, in writing, within at least one hundred twenty (120)

days of the expiration of this Lease as to whether or not Tenant intends to either exercise any option to renew, or to renegotiate a new Lease with the Landlord at the expiration of the terms set forth herein.

55. AIR CONDITIONER USE:

In order to enable the air-conditioning and HVAC system of the building where the demised premises are located to function properly, Tenant shall, if applicable, keep all windows closed and shall lower and close window coverings when necessary because of the sun's position. Tenant shall comply with all reasonable regulations and requirements Landlord may establish for the functioning and protection of the HVAC systems. Any and all damages/costs/losses sustained and/or incurred by Landlord by reason of Tenant's breach of the provisions of this Paragraph shall be the responsibility of the Tenant and shall be due and owing to Landlord as "Additional Rent". Furthermore, the failure or inoperation of the air conditioning and/or HVAC systems of the building shall not serve as a basis for any claim by Tenant to an entitlement for an abatement or diminution of rent, or claim of constructive or partial eviction. While Landlord shall use its best efforts to maintain said systems, the "not new construction" condition of the building and systems thereof preclude the prevention of breakdown, interruption of services, etc. The provision of this Paragraph shall survive the expiration or earlier termination of this Lease.

56. NOISE ABATEMENT:

Tenant agrees to take any and all required means to prevent any and all disturbing noises from the demised premises from disturbing any other tenants at the property at which the demised premises are located. Furthermore, Tenant shall hold harmless and indemnify Landlord from and against any and all claims by any other Tenant relative to the provisions of this Paragraph.

57. ODOR CONTROL:

Tenant agrees to take any and all required means to prevent any obnoxious or noxious odors and smells from emanating from, or existing within, the demised premises. If Tenant is unable to remediate the smell/odor problem to the Landlord's satisfaction, then Landlord reserves the right to dictate to Tenant such remediation process, including but not limited to the installation of an air purification and/or ventilation system within the demised premises. The cost of such remedial work shall be entirely the expense of the Tenant. Should the Tenant fail to perform any such work, Landlord may,

after notice to Tenant, perform same on behalf of the Tenant and the cost of same shall be due and owing from Tenant as and for "Additional Rent". The Tenant shall likewise hold-harmless and indemnify the Landlord from and against any and all claims relative to any odors or smells within the demised premises and from whatever source or the building at which same are located. The provision of this Paragraph shall survive the expiration or earlier termination of this Lease Agreement.

58. [INTENTIONALLY DELETED]

59. SECURITY ACCESS:

A) The Landlord has installed a security card access system for the building at which the demised premises are located. Said card is the means of access to the building when same is closed as per Paragraph 49 of this Rider. For each access card requested by Tenant, the Tenant shall pay to the Landlord a deposit in the amount of \$█████. Said sum shall be returned to the Tenant upon a surrender of the card to the Landlord and shall be forfeited by Tenant if the card is lost or not returned. Should Tenant be in default of any of the terms and/or provisions of this Lease, then Landlord shall be entitled to deactivate each access card provided to Tenant and Tenant shall be prohibited from accessing the building at which the demised premises are located whenever same is closed as per Paragraph 49 of this Rider. Upon the happening of same, Tenant shall not be entitled to claim a constructive or actual eviction from the premises and shall be precluded from objecting to such action by Landlord. Upon the curing of its default, Tenant shall be entitled to replacement cards from Landlord at a non-refundable cost of \$█████ each. The Tenant shall hold harmless and indemnify Landlord for any loss, damage, causes of action, claims, etc. resulting or occasioned by reason of the loss or misuse of said security access cards as provided herein and by reason of it being denied access to the building where the demised premises are located. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

B) The Landlord reserves the right to provide for and control the security of the building at which the demised premises are located. Said right includes the entitlement to install security cameras, scanning devices and other security technology (including future security technology) in all common areas. The Tenant hereby waives any and all rights it has, or may have, to object to the installation and use of said devices, and further waives any and all claims, causes of action, actions, rights, etc. as to privacy, labor or other workplace issues arising from the use of any of the aforesaid devices and technologies.

C) Notwithstanding the installation and use of security devices in and upon the real property at which the demised premises are located, no obligations are imposed upon Landlord, whether contractual or implied, as to the security of said property, and Landlord does not guarantee said security. The Tenant agrees to, and shall, hold harmless and indemnify the Landlord, its officers, directors, shareholders, agents and employees from and against any and all claims, causes of actions, actions, liabilities, etc. by virtue of any break-in to the demised premises and for any and all loss, damage, etc. by reason of same, or for any loss, damage, etc. occasioned by reason of damage to the building or common elements thereof by virtue of any security breaches. This provision hereof shall survive the expiration or earlier termination of this Lease.

60. CONDEMNATION:

A) If the entire building at which the demised premises are located, or any part of the real property at which same is located, shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance shall be made in lieu thereof, this Lease shall terminate and expire as of the date of such taking, and the parties hereto shall be released from any further liability hereunder. Notwithstanding same, such release shall not be applicable as to any causes of action which accrued prior to the date of expiration and for which Tenant is obligated to hold-harmless and indemnify Landlord from and against pursuant to the terms of this Lease. The provisions of this Paragraph shall survive the termination and/or expiration of this Lease.

B) Anything in this Lease to the contrary notwithstanding, in the event that any portion of the demised premises, or any portion of the building at which the demised premises are located, even if none of the demised premises is affected, or any portion of the land of which the building is located upon, shall be appropriated, or taken, or conveyance made in lieu thereof, only Landlord and not the Tenant, shall have the right to cancel and terminate this Lease as of the date of such taking upon giving notice to the Tenant of such election after notice to Tenant from Landlord or the condemning authority that said premises are to be appropriated or taken. In the event of such cancellation, the parties shall thereupon be released from any further liability under this Lease (except for obligations existing on the effective date of such termination). If no such notice is given by Landlord, Tenant must remain in possession of the Leased Premises. Notwithstanding same, such release shall not be applicable as to any causes of action which accrued prior to the date of expiration and for which Tenant is obligated to hold-harmless and indemnify Landlord from and against pursuant to the terms of this Lease. The provisions of this Paragraph shall survive the termination and/or expiration of this Lease.

C) All compensation awarded or paid upon a total or partial taking of the demised premises or building shall belong to and be the property of Landlord without any participation thereto and therein by Tenant. Tenant shall not be entitled to, and expressly waives all claim to, any condemnation award for any taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee; although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemning authority, but not from the Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business and fixtures. Notwithstanding, any language herein to the contrary, the Tenant herein may make its own separate claim to the condemning authority for compensation, provided that the same does not diminish or impair the Landlord's claim with the said authority.

61. PEST CONTROL:

The Landlord shall not be responsible for termite, mice or any other pest exterminating services to the demised premises. The Tenant shall provide such service as necessary, and at its own costs, at least every six (6) months, and in all events as is required, if at all, by the appropriate municipal authority or authorities, or by reason of its use and/or occupancy of the demised premises. The failure to provide or maintain such exterminating service (unless specifically waived in writing by the Landlord) shall be deemed to be a material breach of this Lease Agreement and will occasion a default in the terms of this Lease sufficient to terminate same. Should the Landlord, in its sole discretion, determine that extermination of any type of the demised premises is required, Landlord may have such extermination performed and bill back the actual costs of such extermination, plus an additional twenty-five percent (25%) thereof to the Tenant as "Additional Rent". Tenant shall pay this additional rent with the next month rent payment.

62. MODIFICATION/CHANGE:

Neither this Lease nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

63. TERMS/CONDITIONS:

If any term, covenant, condition or provision of this Lease, or the application thereof, to any person or circumstance, at any time or to any extent, shall be invalid or

unenforceable, the remainder of this Lease shall not be affected thereby, and each term, covenant, condition and provision of the lease shall be valid and be enforced to the fullest extent permitted by law.

64. COMMENCEMENT OF LEASE:

A) The submission of this Lease to Tenant by Landlord is not an offer on the part of the Landlord. The Landlord will not be bound until a fully executed copy hereof is returned to Tenant and until Tenant tenders the monies due with the commencement of the Lease term and a Certificate of Insurance as required hereunder.

B) If the Landlord shall not be able to give possession of the demised premises on the date of the commencement of the lease term because the premises have not been sufficiently completed to make same ready for occupancy, or for any other reason, the Landlord shall not be subject to any liability for such inability to give possession. Under such circumstances, and as set forth in Paragraph 23. of this Rider, the payment of rent shall not commence until possession of the leased property is given to, or the leased property is available for occupancy by, the Tenant. No such failure to give possession on the date of commencement of the lease term shall affect the validity of this Lease or the obligations of the Tenant hereunder, or extend the term of this Lease. If permission is given to the Tenant to enter into possession of the demised premises prior to the date specified as the commencement of the lease term, such occupancy shall be subject to all the terms of this Lease.

65. MISCELLANEOUS:

A) Commercial Rent Control:

i) If any Government enacts Commercial Rent Control, then Tenant shall, under documentation satisfactory to Landlord: (a) waive all rights and benefits under Commercial Rent Control; and (b) both during and after the effective period of Commercial Rent Control take such actions, consistent with Law, as Landlord shall require to enable Landlord to obtain the full economic benefit of this Lease as originally negotiated and entered into. Tenant acknowledges that the Term of this Lease is satisfactory to Tenant, giving Tenant a reasonable opportunity to conduct Tenant's business for a period satisfactory to Tenant even if Landlord does not extend the Term. Tenant knowingly assumes the risk that Landlord will not extend the Term. Tenant does not desire any Government to give Tenant any extended Term not expressly provided for in this Lease, and waives any such extended Term. At such time as any hereinafter enacted Commercial Rent Control Law terminates (including by judicial decision), Tenant shall pay Landlord an amount equal to the Rent Landlord lost from Commercial

Rent Control (i.e., the difference between the Rent this Lease required, including holdover rent after the Expiration Date, if applicable, and the maximum rent that Commercial Rent Control permitted Landlord to collect), with interest at the Judgment Rate from the date Landlord suffered each element of such loss. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease. If the provisions of this Lease on "Commercial Rent Control" conflict with any other terms and conditions of this Lease, then the Commercial Rent Control provisions shall govern.

ii) If Commercial Rent Control is enacted but the Rent Control Waiver is prohibited or, though permitted, does not give Landlord the full economic benefit of this Lease as originally negotiated and entered into, then any or all of the following (as Landlord designates from time to time during Commercial Rent Control or at any later time before Landlord has received the entire "Corrective Payment" described below) shall apply, notwithstanding anything to the contrary in this Lease, including the Basic Terms:

(a) Landlord may suspend all services to the premises that this Lease otherwise requires Landlord to provide and shall have no obligation to perform any actions this Lease otherwise requires;

(b) to the extent that this Lease grants Tenant any options or exclusive uses, such options and exclusive uses shall be permanently and irrevocably terminated, cancelled, and of no force or effect (including during periods after the effective period of Commercial Rent Control and continuing after Tenant has paid Landlord the Corrective Payment);

(c) no transfer may be made, and any provisions of this Lease (including any Basic Terms) permitting any transfer, shall be of no force or effect;

(d) Landlord may terminate this Lease, or require Tenant to assign this Lease to an assignee Landlord procures.

B) Zoning:

Tenant has no right to any development rights, "air rights", rights to construct additional "floor area", "floor area ratio", or comparable rights for the Land or the Building at which the demised premises are located. Tenant consents to Landlord's use or transfer of such rights. Tenant shall promptly execute and deliver any document that Landlord requests to confirm said consent. Should Tenant fail or refuse to execute same within ten (10) days of Landlord's request for same, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge and/or deliver such intention for and on behalf of Tenant.

C) Multiple Parties as Tenant:

If two (2) or more Persons are named as Tenant herein, then :

(a) each shall be jointly and severally obligated to pay and perform all obligations of Tenant and shall be deemed to make all representations and warranties of Tenant;

(b) Landlord may enforce this Lease against any or all such Person(s) with no need to join any other Person(s);

(c) wherever this Lease defines any Event of Default based on an event or circumstance affecting Tenant (such as a Bankruptcy Event), that shall refer to any such event or circumstance affecting any one or more Person(s) constituting Tenant; and

(d) if any such Person rejects this Lease as the result of a Bankruptcy Event of such Person, that rejection shall be a breach of this Lease by all Persons constituting Tenant but shall not limit any other Person's liability as Tenant or as Guarantor.

D) Window Cleaning:

Tenant shall not clean, nor require, permit, suffer or allow any window in the Premises to be cleaned, from the outside in violation of Labor Law § 202, or any other law or regulation, including the rules of the Board of Standards and Appeals.

E) Statutory Right of Redemption:

Tenant specifically waives the right of redemption provided for in Real Property Actions and Proceedings Law § 761.

F) Waiver of Stay:

Tenant expressly waives, any rights under Civil Practice Law and Rules § 2201, in connection with any holdover proceeding.

G) No Implied Consent to Remaining in Possession:

Notwithstanding anything to the contrary in RPAPL § 711(2) or any other applicable Law or rule of procedure, Landlord's acceptance of any partial payment on account of Rent, even if acknowledged in writing, shall not be deemed to constitute Landlord's "express consent in writing to permit the tenant to continue in possession" as referred to in RPAPL § 711(2). Landlord shall not be deemed to have granted such "express consent in writing to permit the tenant to continue in possession" unless such alleged written consent by Landlord expressly refers to RPAPL § 711(2) and expressly states (i.e.,

contains substantially the following words): "Landlord consents to Tenant's remaining in possession notwithstanding nonpayment of Rent."

H) Surrender:

No agreement to accept a surrender of this Lease and of the demised premises shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the demised premises prior to the termination of this Lease. Tenant shall surrender the demised premises, and, and to the extent applicable, the sidewalk in front of or appurtenant to the demised premises, and all pipes, plumbing, electric wires, fixtures, and equipment, except movable trade fixtures, at the expiration or sooner termination of the lease term, in good repair and condition, reasonable wear and tear excepted, broom-clean and free of Tenant's property and in accordance with the provisions of Paragraph 17. of this Rider.

I) Jury Waiver:

Landlord and Tenant waive a trial by jury of any and all issues arising in any action or proceeding between the parties upon, under or connected with this Lease or any of its provisions, directly or indirectly, or any and all negotiations in connection therewith, or Tenant's use or occupation of the premises.

J) Subordination:

Tenant agrees that this Lease shall be subject and subordinate to any and all mortgages and financing which may hereafter become a lien upon the premises, to any advances made thereunder and to any and all extensions, modifications and consolidations thereunder. Landlord and mortgagor herein shall, to the best of their ability, obtain from the mortgagee and deliver to Tenant an instrument, in recordable form, wherein such mortgagee shall agree that so long as Tenant is not in default of the Lease Agreement, or the Lease has not already been terminated on account of an event of default by Tenant, then any successor Landlord shall not disturb Tenant's possession of the demised premises except in accordance with the terms of this Lease Agreement.

K) Negotiations:

Landlord and Tenant acknowledge that this Lease has been negotiated at arms length over a period of time. These negotiations took place between the parties themselves and their respective legal counsel, if any. Accordingly, in the event any ambiguity shall exist in the terms, conditions, covenants and provisions of this Lease, or in the event of

any conflict between any terms, conditions, covenants and or provisions of this Lease, it is hereby agreed that such ambiguity or conflict shall not be construed against either Landlord or Tenant on the basis that either Landlord or Tenant drafted such provision, since both parties to this Lease participated in negotiating the entirety of the same.

L) Artist's Rights:

The Tenant shall be prohibited from installing any artwork in the demises premises that could give rise to any artist's rights pursuant to the Visual Artists Rights Act of 1990 and relative to the modification and removal of said artwork.

M) Patriot Act Compliance:

Upon the execution hereof, Tenant certifies that neither it, nor any officer, shareholder or director thereof, is a terrorist or someone with whom the Landlord is prohibited from engaging in business with as set forth in and by the Patriot Act. Tenant shall hold harmless and indemnify Landlord from and against any and all claims, actions, losses or damages from any violations of the provisions of this Paragraph. Same shall survive the expiration or earlier termination of this Lease Agreement.

N) Showings:

To the extent permitted by the New York State Department of Health and New York law and provided that Landlord gives Tenant at least 48 hours' advance notice, or a greater notice period if necessary to obtain the approval of the Department of Health, the Landlord shall have the right to access the demised premises at reasonable times and without unreasonably interfering with Tenant's business to show same to prospective purchasers, mortgagees, appraisers or insurance carrier representatives and, during the last eighteen (18) months of the term of this Lease Agreement, to prospective tenants.

66. RECORDING:

Neither this Lease nor any short form or memorandum thereof shall be recorded. Any recording by Tenant shall be deemed a material violation/default of the terms of this Lease Agreement, thereby entitling Landlord to exercise any remedies set forth herein. Furthermore, the Tenant hereby irrevocably constitutes, designates and appoints Landlord as Tenant's attorney-in-fact to execute, acknowledge and/or deliver any instrument necessary and required to terminate and/or vacate said recording. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease Agreement.

67. REPRESENTATION/WARRANTIES:

(a) Tenant acknowledges that no representations, warranties, inducements or conditions of any kind, and both actual or implied, have been made by Landlord or by any broker or other person or firm acting or purporting to act on behalf of Landlord in connection with this Lease as regarding use of the property, taxes, or any other matter, except as expressly set forth herein.

(b) Tenant represents that (1) Tenant has obtained any and all approvals and consents required or otherwise necessary for Tenant to perform all of Tenant's obligations under this Lease, (2) the person signing this Lease on behalf of Tenant has due authority to sign this Lease, and (3) the consideration to be paid by Tenant pursuant to this Lease is fair and reasonable.

(c) Tenant acknowledges that the Landlord's consent to anything herein or hereunder is not a representation or warranty that the matter consented to complies with any law or will meet the Tenant's needs.

(d) Each of the parties represents and warrants that: (1) it has the right to enter into and perform its respective obligations under this Lease; (2) the Lease granted does not and will not violate any third party's rights, and is not subject to any liens or encumbrances on the property that have not already been disclosed by the Landlord in writing; (3) its business operates in compliance with applicable State law; (4) it has not been found by any government authority or court to have violated any criminal or civil law or regulation; and (5) to the best of its knowledge, its shareholders, directors, officers, and management employees have not been convicted of any drug-related criminal offense or of a crime related to fraud or dishonesty.

(e) To Landlord's knowledge, the building is in compliance with all applicable requirements with regard to any hazardous materials. Should any hazardous materials be found within the leased premises, Landlord will be responsible for abatement, provided such hazardous materials were not brought in by Tenant.

68. LANDLORD'S WORK:

None

69. TENANT'S USE OF DEMISED PREMISES:

The demised premises, and the building within which it is occupied, shall be utilized by Tenant solely in and for the operation of its business, to wit: solely as a dispensary of medical marijuana products as a Registered Organization under the medical marijuana program of the State of New York. Tenant shall not utilize same, or permit same to be utilized, for the conducting of social, political, religious or other meetings of any type or for any other purpose. Furthermore, Tenant shall not utilize the premises for the

manufacture of medical marijuana products and shall not permit the ingestion/taking of said products by patients/clients within the demised premises or the building in which it is located. Furthermore, Tenant acknowledges that it may only operate its business during the hours that the building when the demised premises is open as set forth in Paragraph 49. hereof. Tenant acknowledges its awareness that said restriction on the use of the premises is a material provision of this Lease. A violation of same shall constitute grounds for the immediate termination of this Lease.

70. OPTION TO RENEW:

A) Provided that the Tenant is then not in default of the terms and provisions of this Lease beyond the expiration of any applicable grace and cure periods, Tenant shall have the option of renewing the term of this Lease for a period of five (5) additional years subject to and upon the following terms and conditions:

i) Tenant shall give notice to Landlord by registered or certified mail, return receipt requested, of its intention to exercise the option to renew at least one hundred twenty (120) days prior to the expiration of the term of this Lease, time being of the essence.

ii) The extended term of the Lease shall be upon all of the terms, covenants and conditions as negotiated between the parties at said time.

iii) If the Tenant fails or omits to give Landlord the afore said renewal notice within the time and in the manner provided, it shall be deemed without further notice and without further agreement between the parties that Tenant elected not to exercise the option granted Tenant pursuant to the provisions of the Paragraph. As such the option to renew set forth herein shall be of no force and effect.

B) In the event the Tenant, during the term of the within Lease, made any alterations or performed any work in the demised premises without obtaining the necessary approval for same from the Landlord and the appropriate governmental authority, or during the term failed to pay rent or Additional Rent provided for herein when due, or otherwise was in default of the terms of this Lease, or engaged in actions/conduct which necessitated the Landlord to bring a Summary Proceeding against the Tenant, then in such events the option to renew set forth above shall be deemed null and void and of no further force and effect.

71. [INTENTIONALLY DELETED]

72. CONFIDENTIALITY:

a) Tenant shall not disclose the terms, covenants, contents, conditions or other facts with respect to this Lease Agreement, as well as any other or prior Lease Agreements, between the parties, to any person, corporation, partnership, association,

other tenants at the demised premises, newspaper, periodical, municipal agency or other entity, except to Tenant's accountants and/or attorneys (who shall also be required to keep the terms of this Agreement confidential) or as otherwise required by law. Tenant is permitted to disclose the terms of this lease to the New York State Department of Health in connection with its application to become a Registered Organization, and shall mark each page of the lease as confidential business information exempt from disclosure under the Freedom of Information Law.

b) Tenant hereby acknowledges that the terms, conditions, etc. of this Agreement are special and unique to Tenant and that the confidentiality thereof as set forth above is a material aspect of this Agreement. This non-disclosure and confidentiality agreement shall be binding upon Tenant without limitation as to time, and a breach of this Paragraph will constitute a material breach under the Lease Agreement.

c) In the event of a breach or threatened breach of the terms of this Agreement, and of the foregoing representations and covenants by Tenant, it is recognized and acknowledged that the Landlord shall be entitled to bring suit in a Court of competent jurisdiction to enjoin such breach or threatened breach in disclosing, in whole or in part, such confidential information. Furthermore, said breach shall be deemed a default of the Lease, thereby entitling the Landlord to pursue all remedies for breach as set forth herein. Nothing herein shall be construed, however, as prohibiting the Landlord from pursuing any other available remedy for such breach or threatened breach, including, without limitation, the recovery of damages. In such a suit, the Landlord shall be entitled to the granting of injunctive relief, as well as an award for all costs and attorneys' fees incurred therein.

73. FORCE MAJEURE:

Neither party shall be required to carry obligations hereunder, and shall not be liable for loss or damage for failure so to do, where such failure arises from or through acts of God, strikes, lockouts, labor difficulties, explosions, sabotage, accidents, riots, civil commotions, acts of war, results of any warlike conditions in this-or any foreign country, fire and casualty, legal requirements, or causes beyond the reasonable control of of the party not enumerated herein (whether or not such cause shall be similar to any of the specifications of excuse therein before stated). If either party is so delayed or prevented from performing any of its obligations during the term of this Lease, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation. Such delay by Landlord shall not be cause for any reduction in rent or other financial obligations imposed upon Tenant by this Lease.

74. EARLY TERMINATION:

a) The Tenant shall be permitted to terminate this Lease Agreement, without penalty and with a full refund of its Security Deposit, in the event that Tenant does not receive any and all relevant local approvals to operate a medical marijuana dispensary at the demised premises, provided that the Tenant pursues the approvals with reasonable diligence.

b) The Tenant shall be permitted to terminate this Lease Agreement prior to the expiration date set forth in Paragraph 23. hereof and upon thirty (30) days written notice to Landlord in the event that its status as a N. Y. S. Registered Organization is revoked or if its authority to operate as a Registered Organization in New York is not renewed by the NYS Department of Health. In such event, Tenant shall remain liable for all rent through the date it vacates the premises and such date shall be deemed the expiration date of the Lease Agreement. In the event Tenant's authority/license is revoked by the State of New York, upon the early termination of the Lease Agreement as hereby provided, Tenant shall forfeit the security deposit it paid to Landlord as Landlord's liquidated damages.

76. NO REPRESENTATIONS:

This Lease and Rider encompasses the entire agreement between the parties and no representations, agreements or understandings, written or oral, unless contained herein, shall be binding upon the parties, their successors, heirs, executors, administrators and assigns.

LANDLORD:

**GCS REALTY CO., INC.
d/b/a ROYAL REALTY COMPANY**

By: 
Cristina Sullivan-Magidson, Vice-Pres.

TENANT:

FIORIELLO PHARMECUTICALS INC.

By: 
Ari Hoffnung, CEO



FIORELLO

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

Attachment D

SECTION 4: Devices



FIORELLO

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

Attachment D

SECTION 2: Transport and Distribution



FIORELLO

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

Attachment D

SECTION 3: Dispensing and Sale



FIORELLO

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

VOLUME 2



FIORELLO

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

Attachment D

SECTION 1: Manufacturing



FIORELLO

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

Attachment D

SECTION 5: Security and Control

Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED]

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED] a [REDACTED] providing [REDACTED] and [REDACTED] to the [REDACTED] Y employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED]

Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] for [REDACTED], [REDACTED] and [REDACTED]. She held a number of [REDACTED] at [REDACTED], a [REDACTED] and [REDACTED]. After more than a [REDACTED], Susan became the [REDACTED] for [REDACTED], a [REDACTED] in [REDACTED]. Most recently, Susan served as [REDACTED] and [REDACTED]

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED], [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED], as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] the [REDACTED] and culminating in the [REDACTED] of all [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as a [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED]

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED] and [REDACTED]. At [REDACTED] he led the [REDACTED] for [REDACTED] and the pos [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] of the [REDACTED] at [REDACTED] where he [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then [redacted] the [redacted] at [redacted]. He [redacted] to [redacted] to become [redacted], and launched his own [redacted]. He currently [redacted] in [redacted] acting as a [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] positions at [redacted] in [redacted] and [redacted]. Mr. Sullivan and his [redacted] and [redacted] a number of [redacted] and [redacted] services that were sold around the world to protect the [redacted] of [redacted] as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of experience [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] programs for the [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted] company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over 6 years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] all [redacted], he [redacted] for [redacted] of [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted], he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted], working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted], where she [redacted]. Her responsibilities included [redacted] through [redacted] and [redacted]. Ms. Keyser was also the [redacted] at [redacted], which included [redacted]

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted] at [redacted]. He is a [redacted] at the [redacted] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted], in a research and development, regulatory, and strategic capacity. Currently, as he [redacted], she consults with [redacted], and [redacted]. Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED], including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over 20 years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED]. She is the [REDACTED] company creating [REDACTED] and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED] previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] at [REDACTED], a [REDACTED] at [REDACTED], and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Section 1: Manufacturing (§ 1004.5(b)(4))

This section provides a detailed description of Fiorello's manufacturing processes, including but not limited to cultivation, harvesting, extraction, processing, packaging and labeling, demonstrating that Fiorello will be able to produce high-quality medical marijuana products in accordance with all requirements of 10 NYCRR § 1004.11.

This section describes our overall product development approach from the science to cultivation to packaging and labeling.

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I. Qualifying Conditions Clinical Literature Review

Fiorello Pharmaceuticals conducted a comprehensive review of the current medical marijuana clinical literature. We identified a summary report entitled “A Review of Medical Cannabis Studies relating to Chemical Compositions and Dosages for Qualifying Medical Conditions” produced by the Minnesota Department of Health (DOH) Office of Medical Cannabis in December 2014. This report is one of the most recent and comprehensive examinations of medical marijuana clinical trial literature. This report was produced in fulfillment of Minnesota Statutes 2014, Chapter 311, Section 5, subdivision 2. The report covers all of the conditions qualifying for medical marijuana in New York State, with the exception of neuropathies, Parkinson’s disease and Huntington’s disease. Much of what follows was adapted from that report. We supplemented the Minnesota data by conducting an extensive literature search specific to all 10 qualifying conditions with particular emphasis on the 3 conditions not included in the Minnesota Department of Health summary report.

Given the dearth of well-controlled, double blind medical marijuana clinical trials, we have also selectively reviewed and utilized pre-clinical data as well as observational and experiential information. All of these data supported our product development work including brand development, formulation approach and packaging design. Our research also will inform the development of patient education materials, including the package safety inserts, although we have no intention of making claims regarding the use of Fiorello’s products for the diagnosis, cure, treatment or mitigation of disease without approval of the federal Food and Drug Administration.

a. Cancer

Incidence: Approximately 108,000 annual cases of people diagnosed with invasive malignant tumors in New York State.¹

Clinical Review:

We have examined the use of medical marijuana for 3 main symptoms of cancer that are covered conditions in New York’s medical marijuana regulations: 1) severe or chronic pain; 2) severe nausea; 3) cachexia or wasting syndrome.

Severe or Chronic Pain

Clinical trials for the treatment of severe or chronic cancer pain have examined both THC as well as more recently, combined THC and CBD treatment regimens. In the 1970s, two very early trials studied delta-9-THC sourced from the U.S. government (Noyes J Clin Pharmacol 1975; Noyes Clin Pharmacol Ther 1975) administered as a single oral dose of 5mg, 10mg, 15mg, and

¹ Cancer Incidence and Mortality for New York State, 2008-2012 - Source: New York Cancer State Registry

20 mg THC to adult cancer patients. Oral administration of a single 20 mg dose was not well tolerated. Studies where similar daily doses of THC, or larger, are divided into smaller dose administrations over the course of the day, may have demonstrated substantial benefit. However, such studies were not found in the published literature and do not appear to be in the planning phases according to information available on clinicaltrials.gov.²

Currently, cancer pain trials have focused on Sativex. Sativex is an oromucosal spray produced through extraction and processing of a strain of *Cannabis sativa* that results in high and stable concentrations of delta-9-THC and CBD and minor amounts of other cannabinoids and terpenes. Each 100 micro-liter actualization (spray) contains 2.7 mg THC and 2.5 mg CBD. The high dose group in Portenoy 2012, which received at least 11 sprays per day (3 in the AM, 8 in the PM), did not tolerate the high dose well. Eleven sprays deliver 29.7 mg THC (8.7 mg in the AM, 21.6 mg in the PM) and 25 mg CBD. Patients in Johnson 2010 self-titrated to an average of 8.75 sprays (23.6 mg THC, 21.9 mg CBD), delivered over the course of a day. Patients taking Sativex in the Johnson 2010 study tolerated it fairly well. The Johnson 2010 study also had a group taking a cannabis extract that had only THC. Patients in this group self-titrated to 8.34 sprays over the course of a day (22.5 mg THC), tolerating it fairly well, with a side effect profile similar to the THC/CBD group. These studies, as a group, suggest the wisdom of dividing a day's total dose over multiple administrations to mitigate side effects. The Johnson 2012 extension study lacked large numbers of patients followed long-term on Sativex, but nevertheless it does provide some evidence of effectiveness over many months with no evidence of need for dose escalation over time.³

A number of Sativex clinical trials for cancer pain currently are included on clinicaltrials.gov. Three large trials, many with US-based research sites, are now recruiting patients will use a maximum of 10 sprays per day (27 mg THC; 25 mg CBD). These trials are slated for completion in 2015.⁴

Severe Nausea

Nausea and vomiting are common side effects of cancer and its treatment. There are multiple drug therapies for nausea and vomiting, but not all are effective for all patients, and some patients cannot tolerate the side effects. There has been substantial study of cannabinoids for treatment of chemotherapy-induced nausea and vomiting (CINV). However, most published trials have studied three synthetic versions of THC or THC analogs: dronabinol, nabilone, and levonantradol.⁵

² A Review of Medical Cannabis Studies Relating to Chemical Compositions and Dosages for Qualifying Medical Conditions - Minnesota Department of Health, Office of Medical Cannabis, Dec. 2014 (hereafter "Minnesota DOH").

³ Id.

⁴ Id.

⁵ Minnesota DOH.

Two early trials of oral THC for reduction of CINV had mixed results. In both trials, the majority of patients were experienced marijuana smokers. The same protocol was used in both trials, administering five oral doses of approximately 18 mg delta-9-THC from one hour prior to 11 hours after time of chemotherapy infusion. Significant reduction in nausea and vomiting occurred during the trial with methotrexate therapy (Chang 1979), but no difference from placebo was observed in the trial with Adriamycin and Cytosan chemotherapy (Chang 1981). Two additional trials of THC for CINV from the same late-1970s era used similar dosing: 10mg to 15mg five times over 24 hours (Ekert 1979) and 10mg to 15mg 3 times over 12 hours (Sallan 1980).⁶

Another small randomized, double-blind trial studied Sativex treatment as an adjunct to standard anti-emetic therapy for CINV (Duran 2010). On the day of chemotherapy treatment, three sprays of Sativex were delivered and the patient was instructed to increase the number of sprays throughout the day, up to a limit of 8 sprays within any 4-hour period. The mean number of daily sprays taken during the four days after chemotherapy was 4.8 in the active treatment group (range 2.7-5.0), representing a daily THC dose of 13.0 mg of THC per day (range 7.3 mg to 13.5 mg). One patient withdrew from active treatment because of adverse effects. A higher proportion of patients in the active treatment group (5/7) had complete response, compared to the placebo group (2/9). Complete response was defined as experiencing no vomiting and a specified score on a self-assessed nausea rating scale defined complete response.⁷

Cachexia or Wasting Syndrome

Trials on the effectiveness of cannabis for increasing appetite in cancer patients have had mixed results. Two early trials that used delta-9-THC derived from cannabis plants reported positive results in patients receiving chemotherapy. The maximum daily dose in the trial with plant-derived THC was up to 75 mg in five divided doses in children (Ekert 1979) and 30 to 45 mg in 3 divided doses in adults (Sallan 1980). Another large clinical trial comparing THC:CBD extract, THC-only extract and placebo was stopped early because of lack of effectiveness (Strasser 2006). Patients in the THC:CBD arm received 5.0 mg THC and 2.0 mg CBD daily in two divided doses; patients in the THC-only arm received 5.0 mg THC daily in two divided doses. Temporary or permanent dose reductions were necessary in approximately a third of both groups.⁸ Additional research of the therapeutic role of THC and CBD in cachexia has been recommended.

⁶ Id.

⁷ Id.

⁸ Minnesota DOH.

b. Positive status for human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS)

Prevalence: In 2010, approximately 120,000 residents of New York State were diagnosed and living with AIDS or HIV.⁹

Clinical Review:

Relevant published trials used dronabinol, a synthetic delta-9-THC, and most studied its effectiveness on improving appetite and increasing weight in HIV-positive patients. Dronabinol is approved by the FDA for anorexia associated with weight loss in patients with AIDS (and for nausea and vomiting associated with cancer chemotherapy in patients who have failed to respond adequately to conventional antiemetic treatments). The FDA label acknowledges the wide range of dosages of dronabinol used in clinical trials and that the pharmacologic effects of the drug have wide inter-individual variability. For appetite stimulation, the label recommends, for adults, to start with 2.5 mg before lunch and 2.5 mg before supper. It goes on to recommend when adverse events are absent or minimal and further therapeutic effect is desired, to increase the dose to 2.5 mg before lunch and 5 mg before supper or 5mg and 5 mg. It notes that 10 mg twice daily has been tolerated in about half of the patients in appetite stimulation studies. Those recommendations are broadly consistent with the findings of the studies below (Abrams 2003, Beal 1995, Beal 1997), with the exception of trials that recruited regular marijuana users. In this patient group it appears that larger doses of dronabinol are well tolerated (Bedi 2010, Haney 2005, Haney 2007). But even at these relatively high dosages of dronabinol, its effectiveness at improving appetite and weight gain are mixed. A study of the effect of dronabinol and smoked marijuana on viral load in HIV-infected patients taking antiretroviral protease inhibitor drugs gives some assurance that THC treatment in this patient group is not unsafe (Abrams 2003, Abrams DI, Hilton JF, Leiser RJ, Shade SB, Elbeik TA, et al. Short-term effects of cannabinoids in patients with HIV-1 infection. *Ann Intern Med* 2003; 139:258-266).¹⁰

c. Amyotrophic Lateral Sclerosis (ALS)

Incidence: Approximately 5,600 people in the U.S. are diagnosed with ALS each year. The incidence of ALS is two per 100,000 people, which would equate to approximately 400 people with ALS in New York State each year.¹¹

Clinical Review:

Only two published clinical trials of cannabis for the treatments of symptoms associated with ALS were found, both using dronabinol (synthetic delta-9- THC). The efficacy results of the

⁹ New York State HIV/AIDS, STD, HCV Epidemiologic Profile 2012.

¹⁰ Minnesota DOH.

¹¹ ALS Association statistics.

studies are mixed, but both agree dronabinol, in the tested doses, is well tolerated with few side effects (dizziness). In one open-label crossover pilot study of 20 ALS patients, escalating doses starting at 2.5 mg/day (max 10 mg/day) of dronabinol for 3 months were associated with improvement in sleep, appetite, and spasticity, but few details are provided (Gelinas 2002). In contrast, a small cross-over study using a two-week treatment period reported no improvement in cramp intensity, number of cramps, fasciculation intensity, sleep, appetite, depression, or quality of life measure (Weber 2010). This study used 5 mg dronabinol (in sesame oil drops) twice daily.¹²

d. Parkinson's disease

Prevalence/Incidence: Parkinson's disease is the second most common neurodegenerative disease after Alzheimer's, affecting about one million people in the United States. Approximately 60,000 patients are diagnosed each year in the United States.¹³

Clinical Review:

Research focused on the use of cannabinoids for numerous illnesses has already proven that cannabinoids have an impact on a wide range of motor symptoms manifested by tremors, spasms or by muscle rigidity. In Parkinson's, certain treatments intended to relieve these symptoms can themselves lead to additional movement disorders on top of the already severe motor symptoms caused by the illness. Given that these disorders are often considered the most debilitating characteristics of this disease, it is hardly surprising that the main body of research is focused in this area.

A study that started in 1985 was based on tests carried out on a patient who had suffered from Parkinsonism for many years, showing dystonia in all limbs as well as L-Dopa-induced dyskinesia, i.e. dyskinesia provoked by long-term treatment with one of the most effective remedies used in Parkinson's disease and Parkinsonism: L-Dopa.¹⁴ Varying dosages of pharmaceutical drugs commonly used to combat the symptoms of Parkinson's disease – including dyskinesia – have shown results that, while positive, were only marginal. However, tests that included varying dosages of cannabidiol, one of the cannabinoids most researched for its medicinal benefits, have shown more than significant results. A dose of between 100 mg/day and 200 mg/day of cannabidiol was able to reduce the clinical fluctuations normally experienced and to alleviate dyskinesia by up to 30%. No further improvement was observed for greater doses, while side effects did appear such as vertigo, drowsiness and an increase in the severity of the symptoms of Parkinson's. Discontinuing the administration of cannabidiol caused severe

¹² Minnesota DOH.

¹³ Parkinson's Disease Foundation statistics.

¹⁴ Beneficial and adverse effects of cannabidiol in a Parkinson patient with sinemet-induced dystonic dyskinesia – Neurology 1985.

generalized dystonia and increased sensitivity to previously ineffective treatments.

In 1986, a similar study carried out on patients suffering from dystonia confirmed these results, with an improvement in dystonia of between 20% and 50% as reported by the patients.¹⁵ In 1998, research confirmed that the concentration of cannabinoid receptors in the globus pallidus could explain the impact of synthetic THC on dystonia and dyskinesia as this brain structure controls the regulation of voluntary movements.¹⁶

In addition to these studies regarding the use of cannabis to combat the symptoms of Parkinson's, discoveries about the endocannabinoid system and its functions continue to enrich the limited knowledge on the pathology and physiopathology of this disease. In 2007, a team of researchers from Stanford University made an important discovery relating to a brain structure called striatum, known for its activity relating to dopamine levels.¹⁷ Two types of cells found in this structure were distinguished for the first time, the first being responsible for initiating movement and the second for inhibiting involuntary movements. The researchers found that a low dopamine level – one of the bases of the physiology of Parkinson's disease – has a direct impact on the type of cells responsible for inhibiting movement, making them hyperactive, which would explain why people who suffer from Parkinson's have difficulties with initiating voluntary movement. Several tests were carried out to address this hyperactivity. The combination of a drug emulating dopamine and a drug intended to slow down the deterioration of the endocannabinoid system by concentrating on the enzymes responsible has shown impressive results, opening many avenues for future research on palliative treatment as well as a cure.

In June 2013, an Australian laboratory published a study using the UPDRS (Unified Parkinson's Disease Rating Scale), which measures the severity of the symptoms of the disease. The laboratory compared levels on this scale, in particular relating to the four cardinal signs of the motor symptoms of Parkinson's disease, before and after taking cannabis. It was thus uncovered that the cannabinoids contained in the plant (phytocannabinoids) had an impact not only on the tremors suffered but also on the muscle rigidity and akinesia (scarcity and slowness of bodily movement).¹⁸ Tests were carried out on patients with an average age of 66 and were conducted before consuming cannabis, then 30 minutes after consuming cannabis. The differences in the

¹⁵ Open label evaluation of cannabidiol in dystonic movement disorders – International Journal of Neuroscience 1986.

¹⁶ The effects of the cannabinoid receptor agonist nabilone on L-DOPA induced dyskinesia in patients with idiopathic Parkinson's disease (PD) – Movement Disorders 1998.

¹⁷ Enhancing activity of marijuana-like chemicals in brain helps treat Parkinson's symptoms in mice – Stanford Medicine –2007.

¹⁸ Medical Marijuana (Cannabis) Treatment For Motor And Non-Motor Symptoms In Parkinson's Disease. An Open-Label Observational Study – MDS 17th International Congress of Parkinson's Disease and Movement Disorders, Volume 28, June 2013.

scores obtained on each of the key motor symptoms were conclusive, especially insofar as these patients had been diagnosed on average 7.5 years previously. The patients tested had a common variable: they were all regular consumers of cannabis, having opted of their own accord for self-medication. According to these patients, one “dose” of cannabis, i.e. one cannabis cigarette or one dose of vaporized cannabis, could provide relief for 2 to 3 hours.

The discovery of pain as a symptom of Parkinson’s disease is relatively recent. Even though pain exists in 50% to 80% of patients, it had not previously been linked to the disease in any conclusive way. However, this pain is often severe to the point of surpassing the other symptoms in terms of severity, and it can have psychological repercussions in the long term such as depression and anxiety. Pain can be a direct consequence of the motor disorders, such as pain suffered as a result of prolonged muscle rigidity, or even pain linked to dystonia, postural problems, and more rarely, coming directly from the cervical region.

A recent study was able to examine eight different genes known to be involved with pain in general in a group of 237 Parkinson’s disease sufferers.¹⁹ The researchers discovered that these genes reacted to pain in a recognizable way, i.e. by demonstrating characteristics typically linked to the endocannabinoid system and to the consumption of substances such as marijuana. The laboratory was able to conclude that the pain experienced as part of the disease could be calmed by consuming marijuana; the researchers have however recommended continued research in order to optimize potential treatment based on the individual characteristics of the patients’ gene mapping.

e. Multiple Sclerosis

Prevalence: The Multiple Sclerosis Foundation estimates that the disease affects more than 400,000 people in the United States. About 200 new cases are diagnosed each week in the United States. It is estimated that, in southern states (below the 37th parallel), the rate of MS is between 57 and 78 cases per 100,000 people. The rate is twice as high in northern states (including New York) (above the 37th parallel), at about 110 to 140 cases per 100,000.²⁰

Clinical Review:

Most clinical trials involving multiple sclerosis patients have used cannabis whole plant extractions and a few have used dronabinol, synthetic delta-9-THC. The whole plant extracts in the trials have varied in THC:CBD ratio including 1:1, 2:1, and 3:1.²¹

¹⁹ Contribution of genetic variants to pain susceptibility in Parkinson disease – April 4, 2012 – European Journal of Pain.

²⁰ Multiple Sclerosis Foundation statistics.

²¹ Minnesota DOH.

Nabiximols (Sativex) is a highly standardized oromucosal spray produced from cloned cannabis chemovars grown in controlled conditions. Each 100 µliter actuation (spray) yields 2.7 mg delta-9- THC and 2.5 mg CBD. An early trial (Wade 2003) demonstrates the need to limit the number of sprays taken within a few hours of each other to avoid undesirable side effects. The typical maximum set in clinical trials is 8 sprays within any 3-hour period (Collin 2010) and 12 (Novotna 2011) or 24 (Collin 2010) within a 24 hour period. However, when the trials were carried out, patients typically received an average daily dose of approximately 7 to 15 sprays per day (Wade 2004, Collin 2007, Collin 2010, Novotna 2011). Most nabiximols trials in MS patients have lasted 3 months or less, but an extension to the trial reported in Wade 2004 studied participants for variable amounts of time up to more than two years (Wade 2006). Results from this trial suggest patients who continue to derive benefit from nabiximols therapy (i.e. the ones who choose to continue using it) do so at the same or somewhat lower dosing than they were using at six weeks. A safety registry maintained by the manufacturer of Sativex indicates dosing in actual clinical practice is considerably lower than reported in clinical trials, with a reported average dose of 4 sprays per day (Eltayb 2013).²²

Three large trials used a commercially produced and distributed cannabis whole plant extract with 0.8 to 1.8 mg CBD for each 2.5 mg delta-9-THC (Cannador - a TBD: CBD ratio of approximately 2:1) (Cannador). Both the CAMS study (Zajicek 2003) and the MUSEC study (Zajicek 2012) started patients on 5 mg THC/day in two divided doses, then increased dose to a maximum of 25 mg THC/day in divided doses. Dose escalation was more rapid in the MUSEC trial (dose increased every 3 days vs. weekly), and patients experienced more numerous and more severe side effects than in the CAMS trial. At the end of the MUSEC trial's titration period only 47% of patients were taking 25 mg THC daily. The CAMS trial's maximum was weight dependent with the maximum for the lightest adults being 10 mg THC/day. The paper does not describe achieved dosages. Both studies found evidence of effectiveness with patient-reported improvements in muscle spasm and spasticity. The CAMS trial found no treatment effect for clinician- assessed spasticity, but the validity of the tool used for that assessment (Ashworth scale) is now suspect.²³

One trial used a cannabis extract with a THC: CBD ratio of approximately 3:1 (Vaney 2004). This trial started patients at a dose containing 15 mg THC and increased the dose 5 mg THC per/day each day to a maximum of 30 mg THC/day. However, half of the 50 patients could tolerate a dose no larger than the starting dose of 15 mg THC/day and only about a third achieved a dose of 25 mg THC/day or more. During this cross-over study side effects were reported as being only slightly more frequent and more severe during active treatment than during placebo treatment. Results showed no effectiveness for Ashworth scale spasticity score and a trend toward effectiveness for improvement in patient-assessed spasm frequency that

²² Id.

²³ Minnesota DOH.

became statistically significant when analysis was limited to the 37 patients who took at least 90% of their prescribed doses during the 2-week treatment maintenance phase. The study suggested a correlation between tolerated dose and body weight and increased effectiveness at higher doses.²⁴

Finally, two trials used dronabinol, synthetic delta-9-THC. In one arm of the CAMS trial (Zajicek 2003) dronabinol was started at 2.5 mg twice daily (5 mg/day) and titrated up at weekly intervals by 5 mg/day to a weight-dependent maximum of 10 mg to 25 mg per day in split doses. Dizziness or lightheadedness, dry mouth, and diarrhea were more common in the dronabinol group than in the placebo group and similar in frequency to the patients taking 2:1 THC:CBD capsules. The large 3- year CUPID trial (Zajicek 2013) used the same starting dose and titration schedule but slightly different weight-based targets of 14 mg to 28 mg daily in split doses. Results showed no effect of dronabinol on disease progression. Adverse events that were more common in the dronabinol group than in the placebo group included dizziness and lightheadedness (32%) and dissociative and thinking or perception disorders (30%).²⁵

f. Damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity

Prevalence: As of 2008, the number of living people in the United States who have spinal cord injury (SCI) has been estimated to be approximately 259,000 persons, with a range of 229,000 to 306,000 persons.²⁶

Clinical Review:

An early trial involving only one patient gives some information on dosing and effectiveness of delta-9-THC (Maurer 1990). The investigators concluded 5 mg oral delta-9-THC was equally effective to 50 mg oral codeine were equally effective, and more effective than placebo, for pain reduction. Only THC had a significant beneficial effect on spasticity. No altered consciousness occurred with the 5 mg THC.

An additional three small trials involving spinal cord injury patients were identified. One used dronabinol, synthetic delta-9-THC (Hagenbach 2007). The second used nabilone, a synthetic derivative of THC. Since the action of nabilone is different from THC it is not directly relevant to medical cannabis and is not described here. The third used nabiximols (whole plant cannabis extract with THC:CBD ratio of approximately 1:1) in a group with a variety of neurological conditions including SCI (Wade 2003). Though results for SCI injury were not broken out, it is

²⁴ Id.

²⁵ Id.

²⁶ National Spinal Cord Injury Statistical Center, Birmingham, Alabama.

included here for completeness.²⁷

The dronabinol trial is a small double-blinded, placebo-controlled six-week trial preceded by a dose-setting six week study in the same patients, conducted at a Swiss center (Hagenbach 2007). In the dose-setting study, 25 adults with SCI (11 paraplegic, 14 tetraplegic) had their anti-spasticity drugs discontinued for three half-lives and were then started on dronabinol with a single 10 mg dose the first day. Titration was individualized without set protocol, with the goal of balancing maximal effectiveness with side effects. Outcomes studied at days 1, 8, and 43 included clinician-assessed Ashworth spasticity score, patient-reported numerical rating scales of spasticity, pain, attention, mood, and side effects, and more. Fifteen patients completed the six weeks: four dropped out because of increased pain and the other 6 because of anxiety and other side effects. The mean dose achieved was 31 mg/day in divided doses (range: 15 mg to 60 mg). Patients perceived a significant reduction in pain at day 1 compared to baseline. A second dose-setting study using rectally administered dronabinol had to be curtailed at 7 patients because of supply problems, but the daily dose achieved after dosing adjustment for those 7 patients was 43 mg (range 20-60 mg). Methodological issues make interpretation of effectiveness results problematic, but there is suggestion of early effectiveness in reduction of pain and spasticity that diminishes over weeks of treatment.

Wade and colleagues (Wade 2003) carried out a small placebo-controlled crossover trial of nabiximols (Sativex) on patients with neurological disorders and troublesome symptoms (Wade 2003) that indicates the need to set a maximum dose within specified time periods. Twenty-four patients with a variety of neurologic disorders, including 4 with SCI, enrolled and 20 completed the study. Patients first had a two-week open-label trial with nabiximols with instructions to increase frequency of sprays, balancing symptom relief with side effects up to a maximum of 8 sprays within 70 minutes.²⁸

Because of side effects this was changed to four sprays over 2 hours and changed again to two sprays over two hours. After the two week open-label trial the patients entered an eight week double-blind study phase with four two-week stages using nabiximols, or CBD alone or THC alone or placebo. Across all 20 patients, spasticity severity had a statistically significant reduction on nabiximols, CBD alone, and THC alone, compared with placebo. Spasm frequency saw statistically significant reduction while on nabiximols and THC alone, but not while on CBD alone, compared with placebo. Occurrence of side effects was similar across the four treatment conditions during the placebo-controlled phase and substantially higher during the initial open-label nabiximols treatment phase.²⁹

²⁷ Minnesota DOH.

²⁸ Minnesota DOH.

²⁹ Id.

g. Epilepsy

Prevalence: The prevalence of epilepsy varies substantially among different populations in the United States, with estimates ranging from 5.0 to 11.5 cases of active epilepsy per 1000 people. This equates to approximately 100,000 to 230,000 people in New York State with epilepsy.³⁰

Clinical Review:

Clinical trial data for effectiveness of cannabis on seizures is scant. Reported trials are small and some have design problems and are incompletely described. The trials have generally used 200 mg to 300 mg CBD daily. These doses were very well tolerated with few side effects reported. Results show mixed evidence of effectiveness. Additional trials are now underway. Investigational New Drug studies of a CBD liquid produced by GW Pharmaceuticals (brand name: Epidiolex) have been carried out in cohorts of 25 patients (age one to 18) each by several FDA-approved U.S. physician investigators, and additional trials are under development to create a group of 150 test subjects from 6 sites. In addition, the University of Colorado is organizing a study that will analyze genetic differences between those patients with Dravet syndrome (ages one to 50 years) who do, and those who do not, have a complete response (seizure free 3 months) to a proprietary CBD extract that is 98% CBD and has no THC. Anticipated completion date for this study is February 2016 per clinicaltrials.gov.³¹

h. Inflammatory Bowel Disease

Prevalence: In the United States, it is currently estimated that about 1 – 1.3 million people suffer from Inflammatory Bowel Disease (IBD).³²

Clinical Review:

No clinical trials or prospective clinical studies of cannabis extract products or synthetic cannabinoids were found, but two trials in progress or recently completed (and not yet published) have emphasized CBD, but with somewhat different approaches. The trial now recruiting patients (clinicaltrials.gov NCT01826188) is using capsules with 5 mg THC and 50 mg CBD in olive oil, twice daily. The study that is completed but has not yet been published (clinicaltrials.gov NCT01037322) used 5 mg CBD in olive oil drops, sub-lingual, twice per day.³³

³⁰ Center for Disease Control and Prevention Epilepsy Program.

³¹ Minnesota DOH.

³² Kappelman MD, Rifas-Shiman SL, Kleinman K, Ollendorf D, Bousvaros A, Grand RJ, Finkelstein JA. The prevalence and geographic distribution of Crohn's disease and ulcerative colitis in the United States. *Clin Gastroenterol Hepatol.* 2007; 5:1424-9; Loftus EV, Jr. Clinical epidemiology of inflammatory bowel disease: Incidence, prevalence, and environmental influences. *Gastroenterology.* 2004; 126:1504-17.

³³ Minnesota DOH.

i. Neuropathies

Prevalence: The estimated community prevalence of neuropathic pain from clinical examination (the gold standard for diagnosis) is 9.8%. Most other estimates are lower, including a 3.0% population prevalence using the Berger criteria and 8.8% using the S-LANSS.³⁴

Clinical Review:

Cannabinoid receptors in the central and peripheral nervous systems have been shown to modulate pain perception. Medical marijuana has been shown in clinical trials to alleviate neuropathic pain associated with several different conditions including allodynia, HIV, post-trauma, and general and peripheral neuropathy.

Peripheral neuropathic pain (PNP) associated with allodynia poses a significant clinical challenge. The efficacy of a delta-9-tetrahydrocannabinol/cannabidiol (THC/CBD) oromucosal spray, was investigated in a 15-week randomized, double-blind, placebo-controlled parallel group study.³⁵ Patients were randomized to receive THC/CBD spray or placebo, in addition to their current analgesic therapy, and were examined for response rates and mean improvement from baseline to end of treatment. In the population of treatment-resistant patients using THC/CBD spray, clinically important improvements were noted in pain, sleep quality and condition were achieved. THC/CBD spray was well tolerated and no new safety concerns were identified.

Despite management with opioids and other pain modifying therapies, neuropathic pain continues to reduce the quality of life and daily functioning in HIV-infected individuals. A clinical trial was conducted to assess the impact of smoked cannabis on neuropathic pain in HIV.³⁶ Subjects had neuropathic pain refractory to at least two previous analgesic regimens, and were permitted to continue on pre-study regimens throughout the trial. Treatments were placebo and active cannabis – taken under direct observation in a hospital setting - ranging in potency between 1 and 8% THC, four times daily for 5 consecutive days during each of 2 treatment weeks, separated by a 2-week washout. The primary outcome was change in pain intensity from a pretreatment baseline to the end of each treatment week. Among the patients who completed the study, pain relief was significantly greater with cannabis than placebo. Mood and daily functioning also improved to a similar extent during both treatment periods. Smoked cannabis was generally well tolerated and effective when added to concomitant analgesic regimens in patients with medically refractory pain due to HIV.

³⁴ Barbara P. Yawn, MD MSc, Peter C. Wollan, PhD, Toby N. Weingarten, M.D, James C. Watson, M.D., W. Michael Hooten, M.D., and L. Joseph Melton, III, MD, The prevalence of neuropathic pain: Clinical evaluation compared with screening tools in a community population.

³⁵ Serpell M et al. *Eur J Pain*. 2014 Aug;18(7):999-1012.

³⁶ Ellis RJ et al. *Neuropsychopharmacology*. 2009 Feb; 34(3): 672–680.

Despite the fact that chronic neuropathic pain affects nearly two percent of the adult population, treatment options are limited. Pharmacotherapy includes anticonvulsants, antidepressants, opioids and local anesthetics, but responses vary and side effects limit compliance. In one trial, twenty-three adult patients with post-traumatic or postsurgical neuropathic pain were randomly assigned to receive cannabis at four potencies (0%, 2.5%, 6% and 9.4% tetrahydrocannabinol) over four 14-day periods in a crossover trial.³⁷ Participants inhaled a single 25-mg dose through a pipe three times daily for the first five days in each cycle, followed by a nine-day washout period. Daily average pain intensity was measured using an 11-point numeric rating scale. Effects on mood, sleep, quality of life, as well as adverse events, were also recorded. Participants receiving the 9.4% THC potency reported improved ability to fall asleep (easier, $p = 0.001$; faster, $p < 0.001$; more drowsy, $p = 0.003$) and improved quality of sleep (less wakefulness, $p = 0.01$) relative to 0% tetrahydrocannabinol. No differences were found in mood or quality of life. The most common drug-related adverse events during the period, when participants received 9.4% THC, were headache, dry eyes, dizziness and cough.

The many different types of pain seen in multiple sclerosis include musculoskeletal pain, pain associated with spasms, and central pain from sclerotic plaque lesions affecting pain pathways in the central nervous system. The reported prevalence of central pain in multiple sclerosis patients is around 33%. The analgesic effects of medical marijuana may be produced by both central and peripheral mechanisms. A clinical study was conducted to evaluate the effect of the oral synthetic dronabinol on central neuropathic pain in patients with multiple sclerosis.³⁸ The design was a randomized, double blind, placebo-controlled crossover trial of 24 patients in an outpatient clinic of a Denmark hospital. Dronabinol (at a maximum dose of 10 mg daily or corresponding placebo) was administered orally for three weeks (15-21 days), separated by a three-week washout period. The primary outcome measured was median spontaneous pain intensity in the last week of treatment. The results found that the median spontaneous pain intensity was significantly lower during dronabinol treatment than during placebo treatment ($p = 0.02$), and median pain relief score (numerical rating scale) was higher ($p = 0.035$). The number-needed-to-treat for 50% pain relief was 3.5 patients. The number of patients with adverse events was higher during active treatment, especially in the first week of treatment. In conclusion, dronabinol was found to have a modest but clinically relevant analgesic effect on central pain in patients with multiple sclerosis.

Even at comparatively low doses, studies suggest that medical marijuana may be a safe and effective remedy for neuropathic pain. A double blind, placebo-controlled, crossover study was conducted to evaluate the analgesic efficacy of vaporized cannabis in subjects, the majority of whom were experiencing neuropathic pain despite traditional treatment.³⁹ Thirty-nine patients

³⁷ Ware MA et al. CMAJ. 2010 Oct 5;182 (14).

³⁸ Svendsen KB1, Jensen TS, Bach FW. BMJ. 2004 Jul 31;329(7460):253.

³⁹ Wilsey B et al. J Pain. 2013 February ; 14(2): 136-148.

with central and peripheral neuropathic pain underwent a standardized procedure for inhaling medium dose (3.53%), low dose (1.29%), or placebo cannabis with the primary outcome being VAS pain intensity. Psychoactive side effects and neuropsychological performance were also evaluated. Mixed effects regression models demonstrated an analgesic response to vaporized cannabis; however, there was no significant difference between the two active dose groups' results ($p>0.7$). The authors found that these results were generally comparable to those of traditional neuropathic pain medications. Psychoactive effects were minimal and well tolerated, and neuropsychological effects were of limited duration and readily reversible within 1–2 hours. The researchers conclude that vaporized cannabis, even at low doses, may present an effective option for patients with treatment-resistant neuropathic pain.

j. Huntington's Disease

Prevalence: About 30,000 Americans have Huntington's disease (HD) and about 150,000 more are at risk of inheriting the disease.⁴⁰

Clinical Review:

Because HD is a rare condition, it is difficult to find sufferers to enroll in formalized clinical trials. To date, only two studies examining the medication's use in HD have been performed. While both studies suggest lack of benefit, they were underpowered to detect differences, and thus no reliable conclusions can be drawn. A 2012 AAN guideline specifically examined the efficacy of marijuana for treating chorea in HD.⁴¹

A Class I crossover study evaluated nabilone for symptomatic Huntington's Disease treatment ($n = 37$, two 5-week treatment periods separated by a 5-week washout period). There was no significant difference on the primary outcome of Unified Huntington's Disease Rating Scale (UHDRS)32 total motor score (treatment difference 0.86, 95% CI 21.8 to 3.52; $p = 0.5$), with a 1-point change in UHDRS likely to be clinically significant. Therefore, this study was underpowered to detect anything but a large difference.⁴²

In another Class III crossover study (15 patients), the efficacy of CBD capsules (10 mg/kg/d in 2 divided doses) was evaluated for symptomatic HD treatment. This study was also underpowered to detect differences.⁴³

⁴⁰ Genes and Disease by the National Center for Biotechnology.

⁴¹ Armstrong MJ, Miyasaki JM. *Neurology* 2012;79:597–603.

⁴² Curtis A, Mitchell I, Patel S, Ives N, Rickards H. *Mov Disord* 2009;24:2254–2259.

⁴³ Consroe P, Laguna J, Allender J, et al. *Pharmacol Biochem Behav* 1991;40:701–708.

II. Fiorello Pharmaceuticals Product Development Approach

Fiorello Pharmaceuticals embraces current medical science standards as the basis of our product development efforts. Our guiding principle is to develop a wide variety of brands and formulations enabling patients who would benefit from the use of medical marijuana to do so as an alternative or adjunct to more traditional prescription medications. Fiorello plans to develop pharmaceutical-grade products that are effective and accurately dosed by utilizing state of the art production and manufacturing methods while maintaining an industry leading patient-centric approach.

The Fiorello product development program is driven by three key objectives: 1) to ensure the Fiorello product line is appropriate for all 10 conditions qualifying for the use of medical marijuana in New York; 2) to provide a broad range of brands (with varying THC to CBD ratios) to ensure that physicians will be able to select a brand that is most effective in treating each individual patient's particular qualifying condition; and 3) to provide a full range of formulations that supports patient preference, enhances patient compliance, and enables titration to the safest and most effective dose.

III. Fiorello Brands Overview

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IV. Manufacturing Procedures

a. Cultivation Overview

Fiorello has chosen to operate an indoor production facility, rather than a greenhouse, for several reasons. First, there is far more viable indoor warehouse production space than appropriate and available greenhouse locations. The costs associated with building a new greenhouse are extremely high, and the timing of building a new greenhouse will most likely be too long to commence operation in timely manner.

Second, an indoor production site will enable Fiorello to control the environmental conditions of the grow space. While many modern greenhouses have sophisticated environmental controls, including lights and heat, maintaining a perfect climate for plant growth is much more challenging in a greenhouse than a warehouse. A warehouse gives the operator full control of light intensity, interval and quality. A warehouse also allows the operator to maintain the climate in the grow areas to maximize plant growth and minimize loss. In a warehouse, an operator can accurately program the timing of each plant phase because there are no “weather surprises” that can sometimes throw off the timing of growth in a greenhouse. Cannabis is very susceptible to Botrytis (Bud Rot/Grey Mold) and Powdery Mildew. Both of these plant diseases can ruin a cannabis crop and cause losses. Both of these plant diseases can be easily controlled with the correct environmental conditions that can more easily be manipulated and controlled in an indoor facility.

Third, beyond just the environmental conditions, a warehouse can be a much easier place to protect the crop from plant pests. In a greenhouse situation, there can sometimes be a need for additional infrastructure to protect the plants from pests including: vent insect netting, clean vestibules, etc. An indoor space is a natural barrier to pests and minimal additional infrastructure is needed.

In addition, a warehouse facility offers the following advantages compared to a greenhouse:

- Utility costs are more consistent and can be manipulated by choosing more efficient run times. (i.e. ability to run at night or at a time more cost effective)
- The entire operation is under one roof; there is no need for accessory buildings
- Optimal outdoor locations are commonly in rural locations at inconvenient distances from retail locations
- Greenhouses are ventilated by exhausting to the exterior, causing significant expense in odor control
- Greenhouses and/or Warehouse operations require the same A/C, Heating and Lighting as growers must be prepared for all weather situations
- Security measures are more challenging in a greenhouse setting

b. Cultivation and Harvesting Methods

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c. **Methods for Manufacturing Infused Products**

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V. Good Manufacturing Practices (GMP) Guidelines

The following Good Manufacturing Practices Guidelines have been developed based on well-established procedures that are implemented and utilized by The Clinic.

Fiorello's objective is to establish good manufacturing procedures (GMPs) for the production of Fiorello marijuana infused products. GMPs apply to all employees in the facility. It shall be the responsibility of the Product Manager to ensure the procedures and practices in this document are practiced, adhered to, and performed as described. It shall be the responsibility of the Director of QA and Lab Analytics to ensure the procedures and practices in this document are practiced, adhered to, and performed as described. Qualified personnel are responsible for practicing, adhering to, and performing all procedures described in this document (including all referenced documents), and for documenting all work performed.

Company employees should strive to protect themselves and the company from preventable accidents by reading any applicable Material Safety Data Sheets (MSDS) and by conducting themselves in a safe and appropriate manner.

Manufacturing, packaging, labeling and holding operations must comply with all applicable statutory provisions and regulations related to these operations in New York State, and related to all other business activities undertaken in conducting these operations.

All the following procedures take place within the context of the extensive security controls Fiorello has put in place.

a. Training

Qualified personnel will be assigned to supervise the manufacturing, packaging, labeling, or holding of medical marijuana extraction products

Each person responsible for supervising the manufacture, packaging, labeling, or holding of medical marijuana extraction product must have the education, training, and experience, or any combination thereof, to perform assigned functions in such a manner as to provide assurance that the medical marijuana extraction product has the identity, purity, and composition that it purports or is represented to possess.

One or more qualified personnel will be assigned to supervise overall sanitation. Each of these supervisors are qualified by education, training, or experience to develop and supervise sanitation procedures.

Manufacturing, packaging, labeling and holding operations will:

1. Ensure that each person engaged in the operation has the education, training, and experience, or any combination thereof, to enable that person to perform all assigned functions;
2. Provide personnel with training in the applicable requirements; and
3. Maintain records of any training provided to personnel for the performance of all assigned functions.

Personnel training will include:

1. Instructions regarding regulatory inspection preparedness and law-enforcement interactions; and
2. Information on U.S. federal, state and local laws, regulations, and policies relating to individuals employed in these operations, and the implications of these for such personnel.

b. Personal Hygiene

Measures will be taken to exclude from any operation any person that might be a source of microbial contamination due to a health condition through contact with any material, including components, packaging components, in-process materials, cannabis, medical marijuana extraction products, and contact surfaces used in manufacturing, packaging, labeling, and holding operations. Such measures include the following:

1. Excluding from working in any operations that may result in contamination any person who, by medical examination, the person's acknowledgement, or supervisory observation, is shown to have, or appears to have, an illness, infection, open lesion, or any other abnormal source of microbial contamination, that could result in microbial contamination of components, packaging components, in-process materials, cannabis, medical marijuana extraction products, or contact surfaces, until the health condition no longer exists; and
2. Instructing personnel to notify their supervisor(s) if they have or if there is a reasonable possibility that they have a health condition that could result in microbial contamination of any components, packaging components, in-process materials, cannabis, medical marijuana extraction products, or any contact surface.

Personnel working in an operation during which adulteration of components, packaging components, cannabis, medical marijuana extraction, or contact surfaces could occur will use hygienic practices to the extent necessary to protect against such contamination of components, packaging components, in-process materials, cannabis, medical marijuana extraction, or contact surfaces.

c. Safety and Sanitation

Policies will be implemented to protect personnel in all operations and provide personnel with adequate safety training to comply with these policies. Such policies will be similar to personnel safety policies in comparable industries, such as food processors, and may include, for example:

1. Personnel accident reporting and investigation policies;
2. Fire prevention and response plans;
3. Materials handling and hazard communications policies, including maintenance of material safety data sheets (MSDS); and
4. Personal protective equipment policies.
 - a. An emergency contact list will be visibly posted and maintained
 - b. Compliance with all other applicable standards of the federal Occupational Health and Safety Administration and any applicable state or local worker safety requirements will be ensured.

Sanitation controls including separation of activities, maintenance schedules and proper design and construction will be in place to ensure that product is not contaminated.

d. Design and construction

The physical plant used in the manufacture, packaging, labeling, or holding of medical marijuana extraction products will be suitable in size, construction, and design to facilitate maintenance, cleaning and/or sanitizing, as applicable to the operation.

The facility will have adequate space for the orderly placement of equipment and materials to prevent mix-ups of components, packaging components, in-process materials, medical marijuana extraction products during manufacturing, packaging, labeling, or holding. The facility is designed to reduce the potential for contamination of components, packaging components, cannabis, medical marijuana extraction products, or contact surfaces, with microorganisms, chemicals, filth, or other extraneous material.

The facility will have separate or defined areas and or other control systems, such as computerized inventory controls or automated systems of separation, to prevent cross-contamination and mix-ups of components, cannabis, or medical marijuana extraction products.

e. Sanitation requirements

The grounds of the facility will be kept in a condition that protects against the contamination of components, packaging components, in-process materials, cannabis, medical marijuana extraction products, or contact surfaces. The methods for adequate grounds maintenance include:

1. Properly storing equipment, removing litter and waste, and cutting weeds or grass within the immediate vicinity of the physical plant so that it does not attract pests, harbor pests, or provide pests a place for breeding;
2. Maintaining roads, yards, and parking lots so that they do not constitute a source of contamination in areas where components, packaging components, in-process materials, cannabis, medical marijuana extraction products, or contact surfaces are exposed;
3. Adequately draining areas that may contribute to the contamination of components, packaging components, in-process materials, cannabis or medical marijuana extraction products, or contact surfaces by seepage, filth or any other extraneous materials, or by providing a breeding place for pests;
4. Adequately operating systems for waste treatment and disposal so that they do not constitute a source of contamination in areas where components, packaging components, in-process materials, cannabis or medical marijuana extraction products, or contact surfaces are exposed; and
5. Inspection, extermination, or other means to exclude pests, dirt, and filth or any other extraneous materials that may be a source of contamination.

The facility will be maintained in a clean and sanitary condition and maintained in repair sufficient to prevent components, packaging components, in-process materials, cannabis, medical marijuana extraction products, or contact surfaces from becoming contaminated.

Cleaning compounds, sanitizing agents, pesticides, and other toxic materials will be appropriately stored, handled, and controlled.

Adequate pest control procedures will be provided. Fiorello Pharmaceuticals uses an Integrated Pest Management theory and understands pests to be those organisms that affect safety and quality that range from the microscopic to the macroscopic. As such, animals or pests must not be allowed in any area of the physical plant, except that guard or guide dogs may be allowed in some areas of the physical plant if the presence of the dogs will not result in contamination of components, packaging components, in-process materials, cannabis or medical marijuana extraction products, or contact surfaces. Effective measures will be taken to exclude pests from the facility and to protect against contamination of components, packaging components, in-process materials, cannabis or medical marijuana extraction products, and contact surfaces on the premises by pests. Insecticides, fungicides, or rodenticides will not be used in or around the facility, unless they are registered with EPA and used in accordance with the label instructions, and effective precautions are taken to protect against the contamination of components,

packaging components, in-process materials, cannabis or medical marijuana extraction products, or contact surfaces.

Trash will be regularly conveyed, stored, and disposed in order to minimize the development of odors; minimize the potential for the trash to attract, harbor, or become a breeding place for pests; protect against contamination of components, packaging components, in-process materials, cannabis, medical marijuana extraction products, any contact surface, water supplies, and grounds surrounding the physical plant; control hazardous waste to prevent contamination of components, packaging components, in-process materials, cannabis or medical marijuana extraction products, and contact surfaces.

f. Manufacturing Controls to Prevent Non-Conformances

Fiorello's manufacturing, packaging, labeling, and holding operations will follow written procedures for sanitation that ensure that sanitation procedures are completed prior to production runs. Manufacturing, packaging, labeling, and holding operations will follow written procedures for use of rodenticides, insecticides, fungicides, fumigating agents, and cleaning and sanitizing agents. Sanitation procedures apply to work performed by all personnel during the ordinary course of operations. All operations will be conducted in accordance with adequate sanitation principles.

g. Manufacturing protocol

Manufacturing operations will follow a manufacturing protocol for each unique brand and formulation of medical marijuana extraction product to be produced, including a statement of theoretical yield for each significant process step and at the end of manufacture, including the acceptable maximum and minimum percentages of theoretical yield. Manufacturing protocols are written with the intent to provide not not less than 95%, and not greater than 105%” of the labeled or specified amount of THC and CBD as specified by each brand.

The production process described in the manufacturing protocol will ensure that medical marijuana extraction product specifications are consistently met.

h. Manufacturing component control requirements

Fiorello's manufacturing operations have written procedures describing in detail the receipt, identification, storage, handling, sampling, review, and approval or rejection of components.

Each container or grouping of containers for components will be identified with a distinctive code (i.e. lot or control number) for each lot in each shipment received, which allows the lot to be traced backward to the supplier, the date received, and the name of the component; and

forward to the medical marijuana extraction product batches manufactured or distributed using the lot. This code will be used in recording the disposition of each lot.

Specifications for each component are established to the extent they are necessary to ensure that manufactured batches of medical marijuana extraction product meet specifications.

Specifications include:

1. An identity specification for the component;
2. Specifications for the strength and composition of the component are established as necessary to ensure the strength and composition of medical marijuana extraction products manufactured with the component;
3. Specifications for the purity of the component are established as necessary to ensure the purity of medical marijuana extraction products manufactured with the component, including limits on those types of contamination that may adulterate or may lead to adulteration of medical marijuana extraction products manufactured with the component, such as filth, insect infestation, microbiological contamination, or other contaminants.

Components will be received and stored pending approval through the Approved Supplier Program protocols. Components are approved or rejected through a variety of process control programs including but not limited to sampling, testing, specifications and non-conformance protocols.

i. Extract batch and product lot records

The manufacturing operation will prepare an extraction batch record for each batch of medical marijuana extraction product manufactured. The finished product lot record will include all the information as outlined in the process control and manufacture SOPs. Manufacturing operations will weigh, measure, or subdivide components to be used in medical marijuana extraction batches or product lots as appropriate for the extract batch/product lot. Process specifications are established for production process parameters at or during any point, step, or stage where control is necessary to ensure the quality of the extract batch or product lot, and to detect any unanticipated occurrence that may result in contamination, adulteration, or a failure to meet specifications. Production process parameters are monitored at or during any point, step, or stage where process specifications have been established. Any deviation from the specified process parameters are documented and justified, and the associated in-process material or product are quarantined. The deviation are reviewed and approved or rejected by quality control personnel. Such deviations must not be approved unless quality control personnel determine that the resulting medical marijuana extract or final product will meet all specifications for identity, purity, strength, and composition and is not otherwise contaminated or adulterated.

Manufacturing operations will properly identify all compounding and storage containers, processing lines, and major equipment used during the production of a batch of medical marijuana extract or formulation of finished product lots at all times to indicate their contents and, when necessary, the phase of processing of the batch or lot. Operations on one component, product, batch or lot are physically, spatially, or temporally separated from operations on other components, products, or batches and lots. All necessary precautions will be taken during the manufacture of a medical marijuana extract or finished product to prevent contamination of components and products. A representative sample of each batch or lot of component, cannabis, medical marijuana extract, or final product are collected by removing and compositing portions of material or units from throughout the containers in the batch or lot. In addition to representative samples, other samples may be taken as appropriate to monitor safety, quality or variability in products as well as to investigate non-conformances.

j. Medical marijuana extraction product specifications

Product specifications will be refined as needed after the start of production and will contain specifications for the identity purity, strength, and composition of each medical marijuana extraction product. Further, for every lot, the operation will verify that the lot meets product specifications for identity, purity, strength, and composition, to the extent that scientifically valid test methods exist for these specifications. Specifications include labeling and packaging. Medical marijuana extraction product that fails to meet its specifications is dealt with in conformance with the Product and Equipment Non-Conformance SOP.

Actual yields are determined at the conclusion of each appropriate phase of manufacturing of the medical marijuana extraction product. Such calculations must either be performed by one person or independently verified by a second person, or, if the yield is calculated by automated equipment, be independently verified by one person.

If the percentage of theoretical yield at any process step or at the end of production falls outside the maximum or minimum percentage of theoretical yield allowed in the manufacturing protocol, quality control personnel must conduct an investigation of the batch and determine, to the extent possible, the source of the discrepancy. The deviation are documented, explained, and approved by quality control personnel.

Packaging and labeling are part of product specifications. Labeling is a critical control point in the HACCP Plan and if product is not labeled correctly it is considered adulterated. Labeling and packaging lot reconciliation procedures are in place to ensure that all product conforms to the trace back protocols.

Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

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with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

■ Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED]

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

■ Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED]

■ Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] for [REDACTED] and [REDACTED]. She held a number of [REDACTED] a [REDACTED] and [REDACTED]. After more than a [REDACTED], Susan became the [REDACTED] for [REDACTED] a [REDACTED] organization. Most recently, Susan served as [REDACTED] for [REDACTED]

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

■ Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] where her [REDACTED] was a [REDACTED] concentrated on [REDACTED] and [REDACTED], as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

■ Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

■ Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED] and [REDACTED]. At [REDACTED] he [REDACTED] the [REDACTED] for [REDACTED] and the [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] in at [REDACTED] where he [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted] [redacted] then [redacted] the [redacted] at [redacted]. He [redacted] to [redacted] to become [redacted], [redacted] and launched his own [redacted]. He currently coordinates [redacted] and [redacted] in [redacted] acting as [redacted] an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted] arthritis, most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] at [redacted] and [redacted]. Mr. Sullivan and his [redacted] and [redacted] a number of [redacted] and [redacted] services that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of experience [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] programs for the [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted] a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over 6 years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted], he [redacted] and [redacted] [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted], he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] where she [redacted]. Her responsibilities included [redacted] and [redacted] through [redacted], and [redacted]. Ms. Keyser was also the [redacted], which included [redacted]

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted]. He is a [redacted] at the [redacted] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[redacted]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[redacted]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted] in a research and development, regulatory, and strategic capacity. Currently, as he [redacted], she [redacted] with [redacted].

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] a [REDACTED]. She is the [REDACTED]-based company and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED]. She previously served as [REDACTED] at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Owner, Integral Hockey Connecticut

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] at [REDACTED], and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Section 2: Transport and Distribution (§ 1004.5(b)(4))

This section contains Fiorello Pharmaceuticals' Transportation Security Plan, which provides a detailed description of Fiorello's policies and procedures for transporting and distributing medical marijuana products.

Contents

- I. Overview
- II. Organization
 - a. Transportation & Distribution Security Manager (T&D Sec Mgr).
 - b. Security Inspector (Inspector)
 - c. Transportation & Distribution Security Sergeant (T&D Sgt).
- III. Infrastructure
- IV. Transport
 - a. Preparation for shipment of Fiorello Pharmaceuticals products
 - b. First Steps
 - c. Prepare for Transport
 - d. Transport
 - e. Delivery
 - f. Stopped Vehicle
 - g. Conclusion of Transport

I. Overview

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

II. Organization

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

IIa. Transportation & Distribution Security Manager (T&D Sec Mgr)

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

IIb. Security Inspector (Inspector)

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

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Iic. Transportation & Distribution Security Sergeant (T&D Sgt)

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

III. Infrastructure

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

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

IV. Transport

IVa. Preparation for Shipment of Fiorello Pharmaceuticals Products

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

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

IVb. Transportation First Steps

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

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

IVc. Prepare for Transport

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

IVd. Transport

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

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

IVe. Delivery

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

IVf. Stopped Vehicle

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

IVg. Conclusion of transport

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

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We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

■ Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED].

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

■ Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED]ical [REDACTED] of [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED].

■ Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] for [REDACTED] and [REDACTED]. She held a number of [REDACTED] and [REDACTED] positions at [REDACTED], a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] and [REDACTED] a [REDACTED].

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

■ Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED], [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED], as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

■ Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

■ Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED] and [REDACTED]. At [REDACTED] he [REDACTED] the [REDACTED] for [REDACTED] and the [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] of the [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to [redacted] to become [redacted], and launched his own [redacted]. He currently coordinates [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] in [redacted] and [redacted]. Mr. Sullivan and his [redacted] and [redacted] and [redacted] services that were sold around the world to protect the [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] for the [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted], a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted], he oversees the [redacted] and [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted], he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted], where she [redacted]. Her responsibilities [redacted] through [redacted]. Ms. Keyser was also the [redacted] which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [REDACTED] and was an [REDACTED] Care. He is a [REDACTED] at the [REDACTED] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [REDACTED]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [REDACTED], and [REDACTED] in a research and development, regulatory, and strategic capacity. Currently, as he [REDACTED], she [REDACTED] with [REDACTED]. Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [REDACTED]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [REDACTED] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over 20 years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED]-based company and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Owner, Integral Hockey Connecticut

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] at [REDACTED], and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Section 3: Dispensing & Sale (§ 1004.5(b)(4))

This section provides a detailed description of Fiorello's dispensing and sale policies and procedures and demonstrated that Fiorello will meet all regulatory requirements applicable to dispensing, including 10 NYCRR § 1004.12.

Contents

- I. Dispensing Environment
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 - b. Sanitation Requirements
 - c. Equipment
 - d. Security
 - II. Personnel
 - a. Personnel Training
 - b. Personnel Responsibilities
 - c. Personnel Safety
 - d. Supervisor Requirements
 - III. Inventory Control Policies
 - a. Receipt of Inventory at Dispensing Facility
 - b. Reconciliation
 - c. Recall
 - d. Storage and Intra-store movement
 - i. Inventory at Sales Station
 - IV. Products
 - V. Dispensing Process Controls
 - a. Dispensing Procedures
 - b. Checking in patient or caregiver
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 - ii. Checking in returning patient or caregiver
 - iii. Checking in returning patient or caregiver with new ID card
 - c. Prepare and label items to be dispensed
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 - e. Medication & Service Assistance Program
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 - g. Community Impact
 - h. Educational Initiatives
- Exhibit A - Fiorello Dispensary SOPs
Exhibit B - Financial Hardship Application
Exhibit C - High Concentration Cannabidiol Extract for Seizure Control

I. **Dispensing Environment**

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

II. **Personnel**

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

III. Inventory Control Protocols

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

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

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

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

IV. Product Offering

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

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

V. **Dispensing Process Controls**

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

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

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

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

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

Fiorello Discounting

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

Federal Poverty Guidelines for FFY 2015

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

Exhibit A

FIORELLO DISPENSARY SOPS

Table of Contents

- I. Opening Procedures In The Dispensary
- II. Closing Procedures In The Dispensary
- III. Filling Out Physical Time Sheet
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- V. Checking In A New Patient
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- VIII. Dispensing Medical Marijuana Product
- IX. Re-Stocking Product
- X. Verifying A Cash Drawer
- XI. Verifying / Adjusting Register Amounts In New York State Selected Seed-To-Sale Tracking System
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- XIII. Building A Dispensing Sales Station In The New York Selected Seed-To-Sale Tracking System
- XIV. Building A New Product In The New York State Selected Seed-To-Sale Tracking System
- XV. Building A Purchase Order In The New York State Selected Seed-To-Sale Tracking System
- XVI. Checking In A Purchase Order In The State Selected Seed-To-Sale Tracking System
- XVII. Completing The ‘Daily Inventory Compliance Sheet’
- XVIII. Completing The ‘Daily Cash Counter Report’
- XIX. Track Via Daily Cash Reporting
- XX. End Of The Day Email
- XXI. Dealing With An Unruly Or Disruptive Patient Or Customer
- XXII. Tracking A Product Recall
- XXIII. Mid-Month Inventory
- XXIV. End Of Month Inventory

I. **Opening procedures in the dispensary**

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

II. Closing Procedures In The Dispensary
Redacted pursuant to N.Y. Public Officers Law, Art. 6

III. Filling Out Physical Time Sheet

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

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

IV. Filling Out Digital Time Sheet

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

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

V. **Checking In a New Patient**

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

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

VI. Checking In a Returning Patient with a Medical Card

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

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

VII. Checking In A Returning Patient with a New Medical Card
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

VIII. Dispensing Medical Marijuana Product

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

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

IX. Re-stocking Product

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

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

X. Verifying a Cash Drawer

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

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

XI. Verifying / Adjusting Register Amounts In New York State Selected Seed-To-Sale Tracking System

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

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

XII. Building A “Simple” Non-Medical Marijuana Product (Device) In The New York State Selected Seed-To-Sale Tracking Program

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

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

XIII. Building A Dispensing Sales Station In The New York Selected Seed-To-Sale Tracking System

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

XIV. Building A New Product In The New York State Selected Seed-To-Sale Tracking System

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

XV. Building A Purchase Order In The New York State Selected Seed-To-Sale Tracking System

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

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

XVI. Checking In A Purchase Order In The State Selected Seed-To-Sale Tracking System

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

XVII. Completing the 'Daily Inventory Compliance Sheet'

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

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

XVIII. Completing the 'Daily Cash Counter Report'

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

XIX. Track Via Daily Cash Reporting

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

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

R

XX. End of the Day Email

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

XXI. Dealing With an Unruly or Disruptive Patient or Customer
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

XXII. Tracking A Product Recall

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

P XXIII. Mid-Month Inventory
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

XXIV. End of Month Inventory

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

Exhibit B

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

Attachment A

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

Exhibit C

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Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

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An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

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CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED].

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■ Neil Leibowitz, MD, JD

President and Chief Medical Officer

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Chief Financial Officer

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Chief Compliance Officer

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Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

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Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

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Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted], he [redacted] and [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted] research. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted], where she [redacted]. Her responsibilities included [redacted] through [redacted] and [redacted]. Ms. Keyser was also the [redacted], which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted]. He is a [redacted] at the [redacted] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[redacted]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[redacted]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted] a research and development, regulatory, and strategic capacity. Currently, as he [redacted], she [redacted] with [redacted].

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] a [REDACTED] company and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Owner, Integral Hockey Connecticut

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED], a [REDACTED] at [REDACTED], and [REDACTED] at [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Section 4: Devices (§ 1004.5(b)(4)(i))

This section contains a detailed description and documentation on devices Fiorello intends to offer for sale at its dispensaries to be used with Fiorello's approved medical marijuana products.

Our strategic relationship with The Clinic has provided us with access to the Elevated Pen product line that we plan to offer for sale to patients utilizing the pre-filled cartridge formulation for all of Fiorello Brands.

Contents

- I. Elevated Pen Overview

- II. Elevated Pen Components Description
 - a. High Capacity Battery
 - b. USB Charger for High Capacity Battery
 - c. Wall Charger
 - d. Slim "Stylus" End Battery and USB Charger
 - e. Elevated "Wickless" Vaporizer Cartridge (0.8ml capacity)

I. Elevated Pen Overview

After significant research into vaporizing pen technology, Fiorello has decided to provide the Elevated Pen product line within its dispensaries. The Elevated Pens are among the best portable vaporizing pens on the market due to their functionality, reliability, and enhanced design features. To allow for maximum versatility, the Elevated Pen product line offers multiple battery and cartridge options that are all cross compatible with each other. The rechargeable lithium ion high capacity battery (650 Ego style 510 thread) provides a long-lasting charge as well as quicker recharging times vs. other models currently available. Elevated also offers a more affordable rechargeable battery option that does not have the same extended battery life as the larger model, but is much more compact. Both Elevated battery options have been specifically designed to consistently deliver the proper voltage and electrical current to the atomizer units found within the cartridges, regardless of battery charge level, in order to achieve full decarboxylation and vaporization of cannabinoids and deliver consistent, reliable dosages each and every time the device is used.

Another aspect that set Elevated Pen products apart from the pack is their reliability. The entire Elevated Pen product lineup was specifically designed to address design flaws found in other vaporizer product lineups including inexpensive construction materials, poor battery life, poor durability, and lack of compatible accessories. All components are secured by screwing them together, as opposed to the less effective pressure fit connections found on most models. This feature firmly secures the components together when assembled while also allowing each component to be individually cleaned and even replaced when necessary. By using stainless steel components instead of inexpensive, less durable materials, all Elevated components will continue to function reliably and stand up to the wear and tear that these devices endure on a daily basis.

II. Elevated Pen Components

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

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Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

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Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted], he [redacted] and [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted] research. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

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Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

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Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

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■ Risa Schulman, PhD

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted] a research and development, regulatory, and strategic capacity. Currently, as he [redacted] of [redacted] she [redacted] with [redacted]. Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] a [REDACTED]-based company and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] of [REDACTED] at [REDACTED], and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Section 5: Security and Control (§ 1004.5 (b)(4)(ii))

This section contains a detailed description of the security programs and practices that will be instituted by Fiorello Pharmaceuticals. We will institute these programs and practices as written, adjusting only for unanticipated physical challenges and, in such cases, will opt for even more stringent security than is described here.

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 - b. Responsibilities
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 - a. Perimeter
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 - f. Dispensary Security Procedures
 - g. Dispensary Physical Security Requirements
 - h. Type- Specific Security Measures and Dispensary Posted Procedures:
- Exhibit 1: Guiding Principles
- Exhibit 2: Standard Reports

I. Guiding Principles

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

II. Organization

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

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III. Physical Security

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

IV. Manufacturing Facility Outer Perimeter

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

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

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

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

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

V. **Security Procedures**

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

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

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

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

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VI. Physical Security Requirements

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IX. Security Control Center (SCC)

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

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Exhibit 1: Guiding Principles

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Exhibit 2: Standard Reports

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FIORELLO

PHARMACEUTICALS

Application for
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June 5, 2015

VOLUME 3



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Attachment D

**SECTION 6: Standard Operating
Procedure**



FIGRELLQ

PHARMACEUTICALS

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Attachment D

SECTION 7: Quality Assurance Plans



FIORELLO

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**Section 8: Returns, Complaints,
Adverse Events and Recalls**

Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED]

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] services to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED]

Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] and [REDACTED] for [REDACTED] and [REDACTED]. She held a number of [REDACTED] positions at [REDACTED], a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] for [REDACTED]

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED], [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED] concentrated on [REDACTED] and [REDACTED], as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED]. At [REDACTED] he led the [REDACTED] for four of the [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] of the [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then [redacted] at [redacted]. He [redacted] to become [redacted], and launched his own [redacted]. He currently [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] and [redacted]. Mr. Sullivan and his [redacted] and [redacted] a number of highly technical security products and services that were sold around the world to protect the [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] for the [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted], a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted] staff, he [redacted] and [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

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*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

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Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [REDACTED] and was an [REDACTED]. He is a [REDACTED] at the [REDACTED] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

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[REDACTED]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[REDACTED]

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*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [REDACTED]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [REDACTED] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] a [REDACTED]-based company creating [REDACTED] and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED]. She previously served as [REDACTED] at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his [REDACTED] career. He was [REDACTED] of [REDACTED] at [REDACTED], and [REDACTED] at [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Section 6: Standard Operating Procedures (§ 1004.5 (b) (4) (iii))

This section contains Fiorello's Standard Operating Procedures (SOPs) manual for Fiorello's manufacturing operations from cultivation through packaging, sealing and labeling of each lot of medical marijuana product. These procedures include use of good agricultural practices (GAPs) and conform to all applicable laws and rules of New York State. Fiorello's SOPs are able to be, and will be, validated to demonstrate that Fiorello is able to produce and dispense consistent and reproducible medical marijuana 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.

Fiorello's SOPs have been developed, in part, with input and intellectual property from our strategic partners, Dixie Brands and The Clinic, based on their tested, successful procedures for manufacturing high-quality, legally compliant medical marijuana products.

- I. Cultivation and Harvesting
- II. Drying and Curing
- III. CO2 Extraction Program
 - a. Production of CO2 Oil
 - b. Purifying and Blending CO2 Concentrate
- IV. Product Production Program
 - i. Medical Capsules
 - ii. Tinctures
 - iii. Stick Pack
 - iv. Vaporization Cartridge
- V. Product Identification and Lotting Program
- VI. Stability and Shelf Life Testing
- VII. Receiving and Storage
- VIII. Non Conforming Product and Equipment Program
- IX. Rework and Refuse
- X. Sanitation Program
- XI. Allergen Control Program
- XII. Calibration Program
- XIII. Approved Supplier Program
- XIV. Good Manufacturing Practices

I. Cultivation and Harvesting SOPS

The following Cultivation and Harvesting SOPs have been developed based on well establish procedures that are implemented and utilized by The Clinic.

- a. Starting shift in the cultivation department
- b. Start and end of shift walk through
- c. Sanitation of cultivation areas
- d. Light maintenance
- e. Cleaning Rock wool table
- f. Taking a cutting from a mother plant to make a clone
- g. Labeling plants
- h. Preparing rock wool table
- i. Transplanting clones to a rock wool table
- j. Transplanting a marijuana plant from rock wool into a 5 gallon pot
- k. Pruning, bottom stripping and topping
- l. Cleaning a flowering plant
- m. Integrated pest management
- n. Pesticide preparation and cleanup
- o. Applying pesticides
- p. Preparing water reservoirs
- q. Nutrient management plan
- r. Pre-harvest inspection
- s. Harvesting plants

a. Starting Shift in the Cultivation Department

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

b. Start and of End of Shift Walk Through

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

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

c. Sanitation of Cultivation Areas

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

d. Light Maintenance

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

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

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

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

e. Cleaning Rock Wool Table

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

f. Taking A Cutting From A Mother Plant To Make a Clone

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

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

g. Labeling Plants

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

h. Preparing Rock Wool Table

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

i. Transplanting Clones to a Rock Wool Table

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

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

- j. Transplanting a Cannabis Plant from Rock Wool into 5 Gallon Pot**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

k. Pruning, Bottom Stripping and Topping

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

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

I. Cleaning a Flowering Table

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

m. Integrated Pest Management (IPM)

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

n. Pesticide Preparation & Clean-Up

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

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

o. Applying Pesticides

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

p. Preparing Water Reservoirs

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

g. Nutrient Management Plan

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

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

r. Pre-Harvest Inspection

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

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

s. Harvesting Plants

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

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

II. Drying and Curing

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

t. Rotating Drying Plants

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

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

- u. Pulling, Weighing and Tracking Batches Given to Trim Staff**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

v. Trimming a plant

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

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

w. Filling Out a Trim Slip

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

x. How To Fill Out Trim Tracking Log

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

- y. **Weighing of Completely Trimmed Batch and Completing the Cure Form**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

z. Adding Daily Harvest to Daily Inventory Sheet

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

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

III. CO2 Extraction Program

a. Production of CO2 Extraction Concentrate

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

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IV. Product Production Program

a. Gel Capsules

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

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

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

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

b. Tincture & Oromucosal Spray

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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

c. Stick Packs

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

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

d. Pre-Filled Vaporizer Cartridge

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

V. Product Identification and Lotting Program

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

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

VI. Stability and Shelf-Life Testing

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

Appendix A

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

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

VII. Receiving and Storage SOP

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

VIII. Non Conforming Product and Equipment Program

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

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

IX. Rework and Refuse

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

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

X. Sanitation

a. Operational SOP

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

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

b. Operational Sanitation Checklist

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

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

c. Pre-Production SOP

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

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

d. Pre-Production Sanitation Checklist

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

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

e. Post-Production Sanitation SOP

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

f. Post-Production Checklist

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

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

g. Preventative Maintenance

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

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

XI. Allergen Control Program SOP

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

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

XII. Calibration Program

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

XIII. Approved Supplier Program SOP

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

- a. Approved Supplier Program - On Going Supplier Evaluation**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

b. Supplier Interview Assessment

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

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

XIV. Marijuana Product Current Good Manufacturing Processes

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

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

a. Training

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

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

b. Personal Hygiene Program

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

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

- c. **Safety and Sanitation to Prevent Adulteration**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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d. Manufacturing Controls to Prevent Non Conformance

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

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Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience of [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED]

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED]

Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] for [REDACTED] and [REDACTED]. She held a number of [REDACTED] and [REDACTED] positions at [REDACTED], a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] for [REDACTED]

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] where her [REDACTED] was a [REDACTED] concentrated on [REDACTED] and [REDACTED], as well as [REDACTED] and [REDACTED]

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED]

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED]. At [REDACTED] he led the [REDACTED] for [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to [redacted] to become [redacted], and launched his own [redacted]. He currently [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted]. Mr. Sullivan has held [redacted] and [redacted]. Mr. Sullivan and his [redacted] and [redacted] a number of [redacted] products and services that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] for the [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted] a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted] he [redacted] the [redacted] and [redacted] management for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

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Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

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Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

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Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

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Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted], in a research and development, regulatory, and strategic capacity. Currently, as he [redacted], she [redacted] with [redacted].

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

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*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

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■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

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Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over 20 years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] a [REDACTED]-based company and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] at [REDACTED], a [REDACTED], and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Section 7: Quality Assurance Plan for detection, identification, and prevention of medication errors (§ 1004.5(b)(4))

This section contains Fiorello Pharmaceuticals quality assurance plans including those for detection, identification, and prevention of medication errors to provide specific guidance for promoting the development and use of a continuous quality improvement (CQI) system to detect and document, evaluate, report, and prevent medication errors.

- I. Background
 - a. Definition
 - b. Guidance
- II. Fiorello Dispensing Error Minimization Strategy
 - a. Product
 - b. Dispensary Layout
- III. Quality Assurance to Prevent Dispensing Errors
 - a. The Six Rights
 - b. Triple Check
 - c. Who May Issue
 - d. Purpose of Issue
 - e. Required Information for Prescription Labels
 - f. Partial Dispensing
- IV. Medication Error Monitoring and Reporting Program Features
- V. Role of the Pharmacist
 - a. Assessment
 - b. Prevention strategies
 - c. Reporting
 - d. Incident records
 - e. Guidelines
- VI. Appendix A. Medication System: Potential Breakdown Points
 - a. Prior to Order Reaching Pharmacy
 - b. Order in Dispensary
 - c. After Order Leaves Dispensary
- VII. Appendix B. Categories of Medication Errors
 - a. Medication Administration Errors
 - b. Additional Types of Medication Errors

I. Background

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

II. Fiorello Dispensing Error Minimization Strategy

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

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

III. Quality Assurance to prevent dispensing errors

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

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

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

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

IV. Medication Error Monitoring and Reporting Program Features

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

V. Role of the pharmacist

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

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

VI. Appendix A. Medication System: Potential Breakdown Points³

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

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

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VII. Appendix II. Categories of Medication Errors

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

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Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED]

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] of [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED]

Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] for [REDACTED]. She held a number of [REDACTED] and [REDACTED] at [REDACTED], a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] and [REDACTED] for [REDACTED].

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED], as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED] and [REDACTED]. At [REDACTED] he led the [REDACTED] for [REDACTED] and the [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] of the [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to become [redacted] and launched his own [redacted]. He currently [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted] most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] in [redacted] and [redacted]. Mr. Sullivan and his organization [redacted] and [redacted] a number of [redacted] and [redacted] services that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] for the [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted], a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted] he [redacted] and [redacted] for [redacted] of [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

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Section 8: Product Returns, Complaints, Adverse Events, & Recalls (§ 1004.5 (b) (4) (v))

This section provides a detailed description of Fiorello's policies and procedures to document and investigate approved medical marijuana product returns, complaints, adverse events, and recalls, demonstrating how Fiorello will meet all regulatory requirements applicable to 10 NYCRR § 1004.5. Such policies and procedures include a plan for any retesting of returned approved medical marijuana products, storage and disposal of marijuana and any manufactured medical marijuana products not passing requirements, and the requirement that adverse events and total recalls are reported to the department within twenty-four hours of occurrence.

- I. Processing of Returns
 - a. Storage and Disposal
 - b. Expired medication
- II. Complaints
 - a. Why complaints arise
 - b. How to deal with a complaint or concern
 - i. What to do in the event of a dispensing error
 - ii. Reviewing errors
- III. Adverse Events
- IV. Product Recalls
- V. Exhibits

I. Processing of Returns

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

II. Complaints

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

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

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

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

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

III. Adverse Events

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

IV. Recalls

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Section 8

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

Exhibit 2

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

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Exhibit 3

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

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

Exhibit 4

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

Exhibit 5

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

Exhibit 6

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



FIORELLO

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

VOLUME 4



FIORELLO

PHARMACEUTICALS

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Attachment D

SECTION 9: Product Quality Assurance



FIGRELLQ

PHARMACEUTICALS

Application for
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Department of Health

June 5, 2015

Attachment D

SECTION 10: Recordkeeping

Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

■ Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED].

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

■ Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] of [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED].

■ Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] for [REDACTED] and [REDACTED]. She held a number of [REDACTED] and [REDACTED] positions at [REDACTED], a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] and [REDACTED] for [REDACTED].

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

■ Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED] as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

■ Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

■ Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED] and [REDACTED]. At [REDACTED] he led the [REDACTED] for [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] of the [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to become [redacted] and launched his own [redacted]. He currently [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] in [redacted] and [redacted]. Mr. Sullivan and his [redacted], [redacted], [redacted] and [redacted] a [redacted] and [redacted] services that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] for the [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted], a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and training all [redacted], he [redacted] and [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted], where she [redacted]. Her responsibilities included [redacted] through [redacted] and [redacted]. Ms. Keyser was also the [redacted], which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

[REDACTED]
[REDACTED]

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

[REDACTED]
[REDACTED]

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [REDACTED] and was an [REDACTED]. He is a [REDACTED] at the [REDACTED] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

[REDACTED]
[REDACTED]

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [REDACTED]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[REDACTED]
[REDACTED]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[REDACTED]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [REDACTED] in a research and development, regulatory, and strategic capacity. Currently, as he [REDACTED], she [REDACTED] with [REDACTED].

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [REDACTED]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [REDACTED] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED] which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] a [REDACTED]-based company creating [REDACTED] and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] institutional [REDACTED], a [REDACTED] at [REDACTED] and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Section 9: Product Quality Assurance (§ 1004.5 (b)(4)(vi))

This section contains Fiorello's Product Quality Assurance Program, which is designed to assure product quality, consistency, and safety. The Product QA Program includes procedures for tracking contamination incidents, documenting the investigated source of such incidents, and the appropriate corrective action(s) taken. Policies and guidelines on testing, and other QA practices are included. Fiorello's QA program is modeled on FDA rules.

Fiorello's Product Quality Assurance Program has been developed, in part, with input and intellectual property from our strategic partners, Dixie Brands and The Clinic, based on their tested, successful procedures for manufacturing high-quality, legally compliant medical marijuana products.

- I. Management Commitment Program
 - a. Management Responsibility Policy Statement
 - b. Internal Audit Program
 - c. Hazard Analysis and Critical Control Points (HACCP) program
 - d. Good Harvesting Practices (GHP)
 - e. Good Agricultural Practices (GAP)
- II. Product Control Program
- III. Water Quality Program Policy Statement /Water Potability
- IV. Product Testing Program
 - a. Fiorello Lab Procedures
 1. Sample Collection and Retention Plan
 2. Product Testing
 3. Random Weight Check
 4. Stability and Shelf Life Plan
 - b. Independent Testing Plan
 - c. Good Laboratory Practices
- V. Product Identification and Lotting
- VI. Product Labeling Program
- VII. Receiving and Storage
- VIII. Sanitation Program
- IX. Corrective Actions Program
- X. Rework and Refuse/Disposal Plan

I. Management Commitment Program

a. Management Responsibility Policy Statement

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

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

b. Internal Audit

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

- c. **Hazard Analysis and Critical Control Points (HACCP) Program**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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Cultivation Process

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Harvest Process

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Extraction Process

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Manufacture Process

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- Distribution Process

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d. Good Harvesting Practices (GHP)

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- e. **Good Agricultural Practices (GAP)**
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II. Product Control Program

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III. Water Quality Program Policy Statement /Water Potability

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IV. Product Testing Program

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Exhibit C - Sampling Risk Mitigation

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V. **Product Identification and Lotting**

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VI. Product Labeling Program

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VII. Receiving and Storage
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VIII. Sanitation Program
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IX. Corrective Actions Program
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Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

■ Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED]

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

■ Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED]

■ Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] for [REDACTED] and [REDACTED]. She held a number of [REDACTED] and [REDACTED] at [REDACTED], a [REDACTED] and [REDACTED] at [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] for [REDACTED].

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

■ Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED], [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED], as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

■ Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the law [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

■ Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED]. At [REDACTED] he led the [REDACTED] for [REDACTED] and the [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to become [redacted] and launched his own [redacted]. He currently [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] d [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] positions at [redacted] and [redacted]. Mr. Sullivan and his [redacted] and [redacted] a number of [redacted] and [redacted] services that were sold around the world to protect the [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] for the [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted], a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman oversees all [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted], he oversees the [redacted] and [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted] research. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted], where she [redacted]. Her responsibilities included [redacted] and [redacted] ions through [redacted] and [redacted]. Ms. Keyser was also the [redacted], which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted]. He is a [redacted] at the [redacted] he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[redacted]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[redacted]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted], in a research and development, regulatory, and strategic capacity. Currently, as he [redacted], she [redacted] with [redacted].

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED]-based company creating [REDACTED] and [REDACTED] Ms. Grossman was [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] at [REDACTED], a [REDACTED] and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Section 10: Record-Keeping Plan (§ 1004.5 (b) (4) (vii))

This section contains detailed a description of plans, procedures and systems adopted and maintained for tracking, record keeping, record retention and surveillance systems, relating to all medical marihuana at every stage including cultivating, possessing of marihuana, and manufacturing, delivery, transporting, distributing, sale and dispensing by the proposed registered organization.

- I. Inventory Tracking
 - a. Propagation/Cloning
 - b. Vegetative Phase
 - c. Flowering Phase
 - d. Harvesting Phase
 - e. Processing
 - f. Processed/Infused Products
 - g. Production Loss
 - h. Packaging
- II. Operating Plan: Record Retention - Laboratory Records
- III. Transportation and Distribution
 - a. Pre-distribution Storage
 - b. Shipping Manifests
 - c. Receipt of Inventory at Dispensing Facility
 - d. Reconciliation
 - e. Recall
- IV. Dispensing and Sales
 - a. Storage and Intra-store Movement
 - b. Products at Sales Stations
 - c. Labeling
 - d. Fiorello Pharmaceuticals Privacy Policy and HIPAA Compliance
 - e. Cybersecurity
 - f. Patient Records
 - g. Destruction/Disposal
 - h. Security
- V. Record Keeping
 - a. Business Records
 - b. Operating Procedures
 - c. Management Plan
 - d. Audit Records
 - e. Security Records
 - f. Patient Records/Inventory Control Records
 - g. Financial Records
- VI. Record Retention
- VII. Conclusion

I. Inventory Tracking

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II. Operating Plan: Record Retention – Laboratory Records

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IV. Dispensing and Sales

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VI. Record Retention

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VII. Conclusion

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FIORELLO

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

VOLUME 5



FIGRELLQ

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

Attachment E



FIGRELLQ

PHARMACEUTICALS

Application for
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Department of Health

June 5, 2015

Attachment F

Labor Peace Agreement



FIGRELLQ

PHARMACEUTICALS

Application for
Registration as a
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June 5, 2015

Attachment G

Overview

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Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience of [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED].

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED] a [REDACTED] providing [REDACTED] and [REDACTED] to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED].

Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] and [REDACTED] for [REDACTED]. She held a number of [REDACTED] positions at [REDACTED], a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] and [REDACTED].

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED] concentrated on [REDACTED] and [REDACTED], as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED]. At [REDACTED] he led the [REDACTED] for [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] of the [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to become [redacted] and launched his own [redacted]. He currently [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] at [redacted] and [redacted]. Mr. Sullivan and his [redacted] and [redacted] a number of [redacted] and [redacted] that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] for the [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted] a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted], he [redacted] and [redacted] [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted] research. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted], where she [redacted]. Her responsibilities included [redacted] and [redacted] through [redacted] and [redacted]. Ms. Keyser was also the [redacted], which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted]. He is a [redacted] at the [redacted] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[redacted]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[redacted]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted] in a research and development, regulatory, and strategic capacity. Currently, as he [redacted], she [redacted] with [redacted].

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] the [REDACTED]. Mr.

Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED]-based company and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] at [REDACTED], a [REDACTED] and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Fiorello Pharmaceuticals
Shareholder Analysis
As of June 4, 2015

Common Shareholders

Founders

Aaron Hoffnung
 Susan Yoss
 David Pompei
 John Sullivan
 Judith Tytel
 Eric Sirota
 Lauren Handel
 Total Founders

The Clinic New York LLC

Mingleridge Business Resources LLC

Other Common Stock ⁽¹⁾

Employee Options Authorized ⁽²⁾

Total Common

Preferred Shares

Eric Sirota
 Georgie Giner
 Green Medicinal Partners LLC
 John Sullivan
 Judith Tytel
 Neil Leibowitz
 NYS Pharmaceutical Investors LLC
 Sonic Health Corporation
 Susan Yoss
 Val Mendeleev
 Future Series A ⁽³⁾

Total Preferred

Total

Notes

- (1) This stock will be issued to future technical partners and strategic advisors in compliance with NYS regulations.
- (2) These options will be issued by the Board of Directors to Fiorello employees.
- (3) These shares will be issued to future investors of the Series A \$5 million tranche.
- (4) This pro-forma does not include the Series A-1 \$10 million round the Company intends to pursue.

Actual		Pro-Forma ⁽⁴⁾	
Shares	%	Shares	%
Redacted pursuant to N.Y. Public Officers Law, Art. 6			

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on May 28, 2014.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

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CT-07

CERTIFICATE OF INCORPORATION

OF

FIORELLO PHARMACEUTICALS, INC.

UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

FIRST: The name of the corporation is: **Fiorello Pharmaceuticals, Inc.** (the "Corporation").

SECOND: The purposes for which the Corporation is formed are to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law (the "BCL"); *provided* that the Corporation is not formed to engage in any act or activity which requires the consent or approval of any state official, department, board, agency or other body, without such consent or approval first being obtained.

THIRD: The office of the Corporation is to be located in the County of New York, State of New York.

FOURTH: The aggregate number of shares which the Corporation shall have authority to issue is 1,000,000 of the par value of \$0.0001 each.

FIFTH: Any action required or permitted to be taken at a meeting of the shareholders or a class of shareholders may be taken without a meeting upon the written consent signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize the action at a meeting at which all shareholders entitled to vote thereon were present and voting.

SIXTH: The Secretary of State is designated as the agent of the Corporation upon whom process against the Corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him or her is: Ari Hoffnung, 646 West 227th Street, Bronx, NY 10463.

SEVENTH:

A. The Corporation shall indemnify each of the Corporation's directors and officers in each and every situation where, under Section 722 of the BCL, as amended from time to time ("*Section 722*"), the Corporation is permitted or empowered to make such indemnification, and to the fullest extent permitted by law. The Corporation may, in the sole discretion of the Board of Directors of the Corporation, indemnify any other person who may be indemnified pursuant to Section 722 to the extent the Board of Directors deems advisable, as permitted by Section 722.

B. No person shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, *provided*,

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however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 402(b)(1) or (2) or Section 719 of the BCL or (iv) for any transaction from which the director derived an improper personal benefit. If the BCL is subsequently amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the amended BCL. For purposes of this Article, "fiduciary duty as a director" shall include any fiduciary duty arising out of serving as a director of the Corporation and serving at the Corporation's request as a director of another corporation, partnership, joint venture, trust or other enterprise, and "personally liable to the Corporation or its stockholders" shall include any liability to the Corporation or such other corporation, partnership, joint venture, trust or other enterprise, and any liability to the Corporation in its capacity as a security holder, joint venturer, partner, beneficiary, creditor or investor of or in any such other corporation, partnership, joint venture, trust or other enterprise. Neither any amendment nor repeal of this Article SEVENTH, Clause (B), nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article SEVENTH, Clause (B), shall eliminate or reduce the effect of this Article SEVENTH, Clause (B) in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article SEVENTH, Clause (B), would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

EIGHTH: The directors of the Corporation need not be elected by written ballot unless the by-laws of the Corporation so provide.

/s/ Todd B. Zarin

(Signature)

Todd B. Zarin, Esq.
Sole Incorporator

Reitler Kailas & Rosenblatt LLC
885 Third Avenue
New York, New York 10022

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2014 MAY 23 PM 4:03
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Certificate of Incorporation
of

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAY 27 2014

TAXS 10.00

Fiorello Pharmaceuticals, Inc.

BY: *MB*

Under Section 402 of the Business Corporation Law

Filed by:

Todd B. Zarin, Esq.

c/o Reitler Kailas & Rosenblatt LLC, 885 Third Avenue

New York, New York 10022

DRAWDOWN

cost ref # 9155215mf

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STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 28, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

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**RESTATED
CERTIFICATE OF INCORPORATION
OF
FIORELLO PHARMACEUTICALS, INC.**

(Pursuant to Section 807 of the
Business Corporation Law of the State of New York)

Fiorello Pharmaceuticals, Inc. (the "*Corporation*"), a corporation organized and existing under and by virtue of the provisions of the Business Corporation Law of the State of New York (the "*Business Corporation Law*"), does hereby certify as follows.

1. The name of this corporation is Fiorello Pharmaceuticals, Inc. and that this corporation was originally incorporated pursuant to the Business Corporation Law on May 27, 2014.

2. The Certificate of Incorporation of the Corporation is hereby amended or changed to effect the following amendments or changes authorized by the Business Corporation Law: (i) to add 875,000 additional shares of unissued Common Stock, par value \$0.0001 per share, to increase the number of shares of Common Stock, par value \$0.0001 per share (the "*Common Stock*"), that the Corporation shall be authorized to issue from 1,000,000 shares of Common Stock, par value \$0.0001 per share, 555,556 shares of which are issued and 444,444 shares of which are unissued, to 1,875,000 shares of Common Stock, par value \$0.0001 per share, 555,556 shares of which are issued and 1,319,444 shares of which are unissued, (ii) to create a new class of preferred stock, par value \$0.0001 per share, to be designated as the Series A Preferred Stock (the "*Series A Preferred Stock*") and authorize the Corporation to issue up to 625,000 shares of such Series A Preferred Stock, all of which are unissued; (iii) to fix the rights, preferences, privileges and restrictions of the Series A Preferred Stock and Common Stock; (iv) to change the post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him or her from 646 West 227th Street, Bronx, NY 10463 to 205 East 42nd Street, 15th Floor, New York, NY 10017; (v) to change the county where the office of the Corporation is to be located in the State of New York from Bronx County, State of New York, to County of New York, State of New York; (vi) to authorize the Board of Directors of the Corporation (the "*Board*") to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation; (vii) to specify where meetings of stockholders of the Corporation may be held and where the books and records of the Corporation may be kept; and (viii) to further augment the indemnification rights of the directors and officers of the Corporation (including, without limitation, granting the Board the right to authorize an appropriate officer or officers of the Corporation to purchase and maintain insurance to indemnify the Corporation, its directors, officers, agents and employees), as well as to extend indemnification rights to employees and agents of the Corporation.

3. This restatement of the Certificate of Incorporation of the Corporation was authorized by resolutions adopted by the unanimous written consent of the Board and the

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unanimous written consent of all of the shareholders of the Corporation as of May 18, 2015, pursuant to Sections 615(a), 708(b), 805 and 807 of the Business Corporation Law.

4. The text of the Certificate of Incorporation of the Corporation is hereby restated and amended to read in its entirety as follows.

ARTICLE I
NAME

The name of this corporation is Fiorello Pharmaceuticals, Inc. (the "*Corporation*").

ARTICLE II
PURPOSE

The purposes for which the Corporation is formed are to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law (the "*Business Corporation Law*"); *provided* that the Corporation is not formed to engage in any act or activity which requires the consent or approval of any state official, department, board, agency or other body, without such consent or approval first being obtained.

ARTICLE III
COUNTY

The office of the Corporation is to be located in the County of New York, State of New York.

ARTICLE IV
SERVICE OF PROCESS

The Secretary of State is designated as the agent of the Corporation upon whom process against the Corporation may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him or her is: Ari Hoffnung, c/o Fiorello Pharmaceuticals, Inc., 205 East 42nd Street, 15th Floor, New York, NY 10017.

ARTICLE V
CAPITAL STOCK

The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 1,875,000 shares of Common Stock, \$0.0001 par value per share ("*Common Stock*"), and (ii) 625,000 shares of preferred stock, \$0.0001 par value per share ("*Preferred Stock*").

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. The holders of the Common Stock are entitled to one (1) vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Restated Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Restated Certificate of Incorporation or pursuant to the Business Corporation Law. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of this Restated Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote.

3. Dividends. To the extent permitted by law, and subject to the rights of the holders of Preferred Stock, dividends (including dividends payable in shares of another class of the Corporation's stock) may be paid ratably on the Common Stock at such time and in such amounts as the Board may deem advisable; provided, that any dividends declared on the Common Stock shall be declared *pro rata* on the Preferred Stock on a *pari passu* basis according to the number of shares of Common Stock held by such holders. For this purpose each holder of shares of Preferred Stock is to be treated as holding the greatest whole number of shares of Common Stock then issuable upon conversion of all shares of Preferred Stock held by such holder pursuant to this Restated Certificate of Incorporation.

4. Liquidation. Subject to any preferential rights of any then outstanding Preferred Stock, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "Liquidation Event"), including any Deemed Liquidation Event (as defined in Subsection 2.3 below), the holders of the Common Stock shall be entitled to share ratably (together with the holders of any other class of stock entitled to so participate) in the net assets of the Corporation remaining, after payment or provision for payment of the debts and other liabilities of the Corporation.

B. PREFERRED STOCK

Subject to any additional vote required by this Restated Certificate of Incorporation, the Preferred Stock may be issued from time to time in one or more series, each of such series to consist of such number of shares and to have such terms, rights, powers and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein.

Six Hundred Twenty-Five Thousand (625,000) shares of the authorized Preferred Stock of the Corporation are hereby designated "Series A Preferred Stock". The Preferred Stock shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations.

Unless otherwise indicated, references to "Sections" or "Subsections" in this Part B of this Article IV refer to sections and subsections of Part B of this Article IV. Except as otherwise

expressly provided for in this Part B of this Article IV or as the context otherwise requires, (i) the term “*Preferred Stock*,” when used herein without specific reference to the Series A Preferred Stock means shares of the Preferred Stock of the Corporation of any series, and (ii) the term “*Convertible Preferred Stock*,” when used herein without specific reference to the Series A Preferred Stock means shares of the Preferred Stock.

1. Dividends. From and after the date of the issuance of any shares of Series A Preferred Stock, holders of Series A Preferred Stock shall be entitled to receive cumulative dividends at the rate of six percent (6%) of the Series A Original Issue Price (as defined below) per share per annum (the “*Series A Dividends*”, and sometimes referred to as the “*Dividends*”), which Dividends shall accrue on such shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock). The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in this Restated Certificate of Incorporation) the holders of the Convertible Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Convertible Preferred Stock in an amount at least equal to the greater of (i) the amount of all Dividends then accrued on such share of Convertible Preferred Stock and not previously paid, and (ii) (A) in the case of a dividend on Common Stock or any class or series of capital stock that is convertible into Common Stock, that dividend per share of Convertible Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series of capital stock determined, if applicable, as if all shares of such class or series of capital stock had been converted into Common Stock, and (2) the number of shares of Common Stock issuable upon conversion of a share of the relevant series of Convertible Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series of capital stock that is not Common Stock or a class or series of capital stock that is convertible into Common Stock, at a rate per share of Convertible Preferred Stock determined by (1) dividing the amount of the dividend payable on each such share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series), and (2) multiplying such fraction by an amount equal to the Series A Original Issue Price (as defined below); provided, that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Convertible Preferred Stock pursuant to this Section 1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest dividend to the holders of the relevant series of Convertible Preferred Stock.

As used herein, the “*Series A Original Issue Price*” shall mean \$24.00 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock (the Series A Original Issue Price is sometimes referred to as the “*Original Issue Price*”).

2. Liquidation Events: Certain Mergers, Consolidations and Asset Sales.

2.1 Preferential Payments to Holders of Preferred Stock. In the event of any Liquidation Event or Deemed Liquidation Event (as defined below), the assets of the Corporation available for distribution to its stockholders, before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, shall be distributed to the holders of Preferred Stock, as follows:

(a) Payments to Holders of Series A Preferred Stock. In the event of a Liquidation Event or Deemed Liquidation Event, the holders of Series A Preferred Stock then outstanding shall be entitled to receive out of the assets of the Corporation available for distribution to its stockholders, before any payment shall be made to the holders of any other series of Preferred Stock or Common Stock by reason of their ownership thereof the greater of (A) an amount per share of Series A Preferred Stock equal to the Series A Original Issue Price, plus the Series A Dividends then accrued thereon and any declared but unpaid dividends thereon, and (B) such amount per share of Series A Preferred Stock, as would have been payable to the holders thereof had all shares of such series of Convertible Preferred Stock been converted to Common Stock immediately prior to such Liquidation Event or Deemed Liquidation Event (with respect to Series A Preferred Stock, the amount payable pursuant to clause (A) or pursuant to clause (B) is hereinafter referred to as the "*Series A Preference Payment*"). If upon any Liquidation Event or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1(a), the holders of shares of Series A Preferred Stock shall share ratably in a distribution of all remaining assets available for distribution in proportion to the amounts which would otherwise be payable in respect of the shares of Series A Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Distribution of Remaining Assets. In the event of a Liquidation Event or Deemed Liquidation Event, after the payment of the Series A Preference Payment, the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of the shares of Common Stock, *pro rata* based on the number of shares held by each such holder.

2.3 Deemed Liquidation Events.

(a) Definition. Each of the following events shall be considered a "*Deemed Liquidation Event*" unless the holders of a majority of the outstanding shares of Convertible Preferred Stock, voting together as a single class on an as-converted to Common Stock basis, elect otherwise by written notice sent to the Corporation on or prior to the effective date of any such event:

(i) a merger, reorganization (including a secondary sale of outstanding stock) or consolidation involving the Corporation in which:

(I) the Corporation is a constituent party; or

(II) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock

pursuant to such merger, reorganization or consolidation;

except any such merger, reorganization or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger, reorganization or consolidation continue to represent, or are converted into or exchanged for shares of capital stock or other equity securities that represent, immediately following such merger, reorganization or consolidation, at least a majority, by voting power, of the capital stock or other equity securities of (1) the surviving or resulting entity or (2) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such merger, reorganization or consolidation, the parent entity of such surviving or resulting entity; or

(ii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except (in each case) where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

(b) Effecting a Deemed Liquidation Event. The Corporation shall not have the power to effect any transaction constituting a Deemed Liquidation Event referred pursuant to Section 2.3(a)(i)(I) above unless the definitive agreement or plan of merger, reorganization or consolidation for such transaction (the "*Merger Agreement*") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2.1 and 2.2 above.

(c) Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license or other disposition shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board, provided, however, that the following shall apply.

(i) For securities not subject to investment letters or other similar restrictions on free marketability, (i) if traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange or market over the thirty (30) day period ending three (3) days prior to the closing of such transaction; (ii) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the closing of such transaction; or (iii) if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board.

(ii) The method of valuation of securities subject to investment letters or other similar restrictions on free marketability (other than restrictions arising solely by

virtue of a stockholder's status as an affiliate or former affiliate) shall take into account an appropriate discount (as determined in good faith by the Board) from the market value as determined pursuant to clause (a) above so as to reflect the approximate fair market value thereof.

3. Voting.

3.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Convertible Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Convertible Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Convertible Preferred Stock held by each holder could be converted) shall be rounded down to the nearest whole number. Except as provided by law or by the other provisions of this Restated Certificate of Incorporation, holders of Convertible Preferred Stock shall vote together with the holders of Common Stock, as a single class.

3.2 Election of Directors. So long as the holders of record of Series A Preferred Stock hold One Hundred Fifty-Six Thousand Two Hundred Fifty (156,250) shares of Series A Preferred (the "*Threshold Amount*") (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock), the holders of record of the outstanding shares of Series A Preferred Stock, exclusively and as a separate class, and voting together on an as-converted basis, shall be entitled to elect two (2) directors of the Corporation (the "*Preferred Directors*"). So long as the outstanding shares of Common Stock constitute not less than 17% of the total outstanding capital stock of the Corporation (measured on an as-converted basis), the holders of record of the Common Stock, exclusively, and as a separate class, shall be entitled to elect three (3) directors of the Corporation (the "*Common Directors*"). The holders of record of the outstanding shares of (i) Preferred Stock voting on an as-converted to Common Stock basis, and (ii) Common Stock, with the Preferred Stock and Common Stock voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Corporation. Any director elected as provided in the preceding three sentences may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Series A Preferred Stock, voting together exclusively and as a separate class, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors pursuant to the foregoing provisions of this Section 3.2, then any directorship not so filled shall remain vacant until such time as the requisite stockholders of the Corporation elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship pursuant to the foregoing provisions of this Section 3.2. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the

class(es) and/or series entitled to elect such director (determined on an as-converted to Common Stock basis, as applicable) shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Section 3.2, a vacancy in any directorship filled by the holders of any class(es) and/ or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class(es) and/or series pursuant to this Section 3.2. For purposes of this Restated Certificate of Incorporation, the “*Offering*” shall mean the sale of Series A Preferred Stock pursuant to a Private Placement Memorandum, dated May 11, 2015, prepared by the Corporation with respect to its sale of up to 625,000 shares of Series A Preferred Stock.

3.3 Convertible Preferred Stock Protective Provisions. At any time when the holders of Convertible Preferred Stock hold a number of shares of Convertible Preferred Stock equal to the Threshold Amount (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock), the Corporation shall not, either directly or indirectly (including through a subsidiary or another affiliate), by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Restated Certificate of Incorporation) the written consent or affirmative vote of the holders of a majority of the outstanding shares of Convertible Preferred Stock, voting together as a single class on an as-converted to Common Stock basis:

(a) liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any Deemed Liquidation Event, or consent, agree or commit to any of the foregoing;

(b) amend, alter or repeal any provision of this Restated Certificate of Incorporation or the Bylaws of the Corporation in a manner that adversely affects the powers, preferences or rights of any class of the Series A Preferred Stock;

(c) create, or authorize (by reclassification or otherwise) the creation of, or issue or obligate itself to issue shares of, any additional class or series of capital stock, or any securities convertible into or exercisable for any additional class or series of capital stock, unless the same ranks junior to the Series A Preferred Stock with respect to the powers, preferences or rights of such Series A Preferred Stock;

(d) purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (each, an “*Excluded Action*”) (i) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and (ii) repurchases of stock from former employees, officers, directors, consultants or other persons or entities who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service, in each case pursuant to the terms of the applicable employment, consulting or services agreement, at the lower of fair market value or cost, other than as approved by the Board (including at least one of the Preferred Directors);

(e) create, or authorize the creation of, or issue, or authorize any amount of indebtedness, whether by loan, trade credit, issuance of debt securities, deferral of

compensation or otherwise, or permit any subsidiary to take any such action with respect to any such indebtedness, if the aggregate indebtedness of the Corporation and its subsidiaries for borrowed money following such action would exceed \$3,000,000, unless such indebtedness has been approved by the Board (including at least one of the Preferred Directors);

(f) create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation, or sell all or substantially all of the assets of any such subsidiary, or sell, lease, transfer, exclusively license or distribute, or otherwise dispose (in a single transaction or series of related transactions) of any core technology or intellectual property that is material to the business of the Corporation as then conducted and which is owned by any such subsidiary;

(g) increase or decrease the authorized number of directors constituting the Board; or

(h) increase or decrease the authorized number of shares of Common Stock or Preferred Stock, or of any series of Preferred Stock.

4. Optional Conversion. The holders of the Convertible Preferred Stock shall have conversion rights as follows (the "*Conversion Rights*");

4.1 Right to Convert.

(a) Conversion Ratio. Each share of Convertible Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series A Original Issue Price by the Series A Conversion Price (as defined below) in effect at the time of conversion. The "*Series A Conversion Price*" shall initially be equal to \$24.00 (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock). The initial Series A Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

(b) Termination of Conversion Rights. In the event of any Liquidation Event or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Convertible Preferred Stock, unless such amounts are not fully distributed on such fixed date, in which case the Conversion Rights shall continue until such amounts are distributed in full according to the terms of this Restated Certificate of Incorporation.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Convertible Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time

converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

(a) Notice of Conversion. In order for a holder of Convertible Preferred Stock to voluntarily convert shares of Convertible Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Convertible Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Convertible Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "*Conversion Time*"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, issue and deliver to such holder of Convertible Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof, a certificate for the number (if any) of the shares of Convertible Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, and cash as provided in Section 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and payment of any declared but unpaid dividends on the shares of Convertible Preferred Stock converted.

(b) Reservation of Shares. The Corporation shall at all times when the Convertible Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Convertible Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Convertible Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Convertible Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Restated Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Series A Conversion Price below the

then par value of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Series A Conversion Price.

(c) Effect of Conversion. All shares of Convertible Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and to receive payment for any fractional shares and for any dividends declared but unpaid thereon as provided above. Any shares of Convertible Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock and/or of the relevant series of Convertible Preferred Stock accordingly. Notwithstanding the foregoing, if the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering Convertible Preferred Stock for conversion, be conditioned upon the closing with the underwriter(s) of the sale of securities pursuant to such offering, in which event the person or entity entitled to receive the Common Stock issuable upon such conversion of Convertible Preferred Stock shall not be deemed to have converted such Convertible Preferred Stock until immediately prior to the closing of such sale.

(d) No Further Adjustment. Upon any such conversion, no adjustment to the Series A Conversion Price shall be made for any declared but unpaid dividends on the Series A Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

(e) Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Convertible Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Convertible Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Series A Conversion Price for Diluting Issues.

(a) Certain Definitions. For purposes of this Article IV, the following definitions shall apply:

(i) “Option” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(ii) “*Series A Original Issue Date*” shall mean the date on which the first share of Series A Preferred Stock was issued.

(iii) “*Convertible Securities*” shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(iv) “*Additional Shares of Common Stock*” shall mean all shares of Common Stock issued (or, pursuant to Section 4.4(c) below, deemed to be issued) by the Corporation after the Series A Original Issue Date, other than the following shares of Common Stock, and shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (collectively “*Exempted Securities*”):

- (I) shares of Common Stock, Options or Convertible Securities issued or deemed issued as a dividend or distribution on Preferred Stock;
- (II) shares of Common Stock, Options or Convertible Securities issued or issuable by reason of a dividend, stock split, split-up, or other dividend or distribution on shares of Common Stock, or upon a reorganization or recapitalization, in each case that is covered by Subsection 4.5, Subsection 4.6, Subsection 4.7 or Subsection 4.8 below, or upon an underwritten public offering pursuant to a registration statement filed under the Securities Act of 1933, as amended, and declared effective by the Securities and Exchange Commission;
- (III) shares of Common Stock or Options issued or deemed issued to employees, officers, or directors of, or contractors, consultants, or advisers to, the Corporation or any of its subsidiaries pursuant to a plan, award, bonus, warrant, agreement or other arrangement approved by the Board, including at least one of the Preferred Directors;
- (IV) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options outstanding as of the Series A Original Issue Date, or shares of Common Stock or Convertible Securities actually issued upon the conversion or exchange of Convertible Securities (whether or not such Options or Convertible Securities are or were themselves Exempted Securities), including upon conversion of Convertible Preferred Stock, in each

case provided such issuance is pursuant to the terms of such Option or Convertible Security;

- (V) shares of Common Stock, Options or Convertible Securities issued or issuable to suppliers, vendors, licensors, banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt or lease financing, equipment leasing or real property leasing transaction, or in connection with any other business development transaction or acquisition not undertaken primarily for equity financing purposes, in all cases approved by the Board;
- (VI) shares of Common Stock issued pursuant to Section 4.2(e) of the Restricted Stock Purchase Agreement between the Corporation and The Clinic New York, LLC, dated as of May 5, 2015 (the "*Clinic RSPA*"), as "Adjustment Shares" in connection with the "True-Up" (as each such term is defined in the Clinic RSPA); and
- (VII) shares of Common Stock issued pursuant to Section 4.2(e) of the Restricted Stock Purchase Agreement between the Corporation and Mingleridge Business Associates, LLC, dated as of May 19, 2015 (the "*Mingleridge RSPA*"), as "Adjustment Shares" in connection with the "True-Up" (as each such term is defined in the Mingleridge RSPA).

(b) No Adjustment of Series Seed Conversion Price or Series A Conversion Price. No adjustment in the Series A Conversion Price, shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if: (a) the consideration per share (determined pursuant to Section 4.4(f) for such Additional Shares of Common Stock issued or deemed to be issued by the Corporation is equal to or greater than the Series A Conversion Price in effect immediately prior to the relevant issuance or deemed issuance of such Additional Shares of Common Stock, or (b) if the Corporation receives written notice from the holders of a majority of the then outstanding shares of Series A Preferred Stock agreeing that no such adjustment to the conversion price of the Series A Preferred Stock (the "*Conversion Price*") shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(c) Deemed Issue of Additional Shares of Common Stock.

(i) If the Corporation at any time or from time to time after the Series A Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves, Exempted Securities) or shall fix a

record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability (including the passage of time) but without regard to any provision contained therein for a subsequent adjustment of such number including by way of anti-dilution adjustment) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock deemed to be issued as of the time of such issuance or, in case such a record date shall have been fixed, as of the close of business on such record date.

(ii) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of Section 4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to antidilution or similar provisions of such Option or Convertible Security) to provide for either (A) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (B) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then, effective upon such increase or decrease becoming effective, the Conversion Price of such series of Preferred Stock computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price of such series of Preferred Stock as would have been obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (ii) shall have the effect of increasing the Conversion Price of a series of Preferred Stock to an amount which exceeds the Conversion Price for such series of Preferred Stock in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, taking into account all adjustments resulting from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the relevant issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(iii) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of Section 4.4 (either because the consideration per share (determined pursuant to Subsection 4.4(f)) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Series A Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series A Original Issue Date), are revised after the Series A Original Issue Date, as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security, or (2) any decrease in the consideration payable to the Corporation upon

such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section 4.4(c)(i) above) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(iv) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) that resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of Section 4.4(d) below, the Conversion Price of such series of Preferred Stock shall be readjusted to such Conversion Price of such series of Preferred Stock as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(d) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Conversion Price of a series of Preferred Stock provided for in Section 4.4(c) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (ii) and (iii) of Section 4.4(c)). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to such Conversion Price that would result under the terms of Section 4.4(c) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to such Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

(e) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series A Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 4.4(c)), without consideration or for a consideration per share less than the Conversion Price for such series of Preferred Stock in effect immediately prior to such issue, then such Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C)$$

For purposes of the foregoing formula, the following definitions shall apply:

(i) CP_2 shall mean the applicable Conversion Price in effect immediately after such issue or deemed issue of Additional Shares of Common Stock;

(ii) CP_1 shall mean the applicable Conversion Price in effect immediately prior to such issue or deemed issue of Additional Shares of Common Stock;

(iii) “A” shall mean the number of shares of Common Stock outstanding immediately prior to such issue or deemed issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Convertible Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(iv) “B” shall mean the number of shares of Common Stock that would have been issued or deemed issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP_1 (determined by dividing the aggregate consideration received (or deemed to have been received in accordance with Subsection 4.4(f)) by the Corporation in respect of such issue by CP_1); and

(v) “C” shall mean the number of such Additional Shares of Common Stock actually issued or deemed issued in such transaction.

(f) Determination of Consideration. For purposes of this Section 4.4, the consideration received by the Corporation for the issue or deemed issue of any Additional Shares of Common Stock shall be computed as follows:

(i) Cash and Property: Such consideration shall:

(I) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(II) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board; and

(III) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (I) and (II) above, as determined in good faith by the Board.

(ii) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 4.4(c), relating to Options and Convertible Securities, shall be determined by dividing:

- (I) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options exercisable for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities; by
- (II) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

(g) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of Section 4.4(e) above, and such issuance dates occur within a period of no more than 60 days from the first such issuance to the final such issuance, then, upon the final such issuance, the Conversion Price of such series of Preferred Stock shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period that are a part of such transaction or series of related transactions).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series A Original Issue Date effect a subdivision of the outstanding shares of Common Stock, then the Conversion Price for each series of Preferred Stock in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series A Original Issue Date combine the outstanding shares of Common Stock, then the Conversion Price for each series of Preferred Stock in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of

each such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Section shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price for each series of Preferred Stock in effect immediately before such event, shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the applicable Conversion Price for such series of Preferred Stock then in effect by a fraction:

(a) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and

(b) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (x) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the applicable Conversion Price for such series of Preferred Stock shall be recomputed accordingly as of the close of business on such record date and thereafter such Conversion Price for such series of Preferred Stock shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (y) no such adjustment shall be made if the holders of such series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other non-cash property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event provision shall be made so that the holders of the Convertible Preferred Stock shall receive upon the conversion of the Convertible Preferred Stock, in addition to the number of shares of Common Stock receivable upon such conversion of the Convertible Preferred Stock, the kind and amount of securities of the Corporation or other property which they would have been entitled to receive had the Convertible Preferred Stock been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the conversion date, retained such securities receivable by them as

aforesaid during such period, giving application to all adjustments called for during such period under this paragraph with respect to the rights of the holders of the Convertible Preferred Stock. Notwithstanding the foregoing, no such provision shall be made if the holders of Convertible Preferred Stock receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities, cash or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Convertible Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Section 2.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Convertible Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsection 4.4, Subsection 4.5 or Subsection 4.6), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Convertible Preferred Stock shall thereafter be convertible, in lieu of the Common Stock into which it was convertible prior to such event, into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one (1) share of Convertible Preferred Stock of the relevant series immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Convertible Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Conversion Price applicable to such series of Preferred Stock) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other non-cash property thereafter deliverable upon the conversion of the applicable series of Preferred Stock.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of a series of Preferred Stock pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of such series of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which such series of Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of such series of Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Conversion Price of such series of Preferred Stock then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of such series of Preferred Stock.

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of Convertible Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, or of any reclassification of the Common Stock of the Corporation (other than any Excluded Action); or

(c) of any Liquidation Event or any Deemed Liquidation Event,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Convertible Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, Liquidation Event, Deemed Liquidation Event or other event or transaction is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Convertible Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, Liquidation Event, Deemed Liquidation Event or other event or transaction, and the amount per share and character of such exchange applicable to the Convertible Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Trigger Events. Upon either (a) the closing of the sale of shares of Common Stock in an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock in which (x) there is gross cash proceeds (before deducting underwriter discounts and commissions) to the Corporation equal to at least three (3) times the aggregate purchase price of Series A Preferred Stock shares sold in the Offering and (y) the price per share of Common Stock sold in such underwritten public offering is at least \$72.00 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization or other event with respect to the Common Stock) (a "*Qualified Offering*"), or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the holders of at least a majority of the outstanding shares of Convertible Preferred Stock, voting together as a single class on an as-converted to Common Stock basis (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "*Mandatory Conversion Time*"), (i) all outstanding shares of Convertible Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate for such shares, and (ii) such shares may not be reissued by the Corporation.

5.2 Procedural Requirements. All holders of record of shares of Convertible Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Convertible Preferred Stock pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory

Conversion Time. Upon receipt of such notice, each holder of shares of Convertible Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Convertible Preferred Stock converted pursuant to this Section 5, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Section 5.2. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for the relevant Convertible Preferred Stock, the Corporation shall issue and deliver to the holder thereof, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Section 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Convertible Preferred Stock converted. Shares of Convertible Preferred Stock converted pursuant to this Section 5 shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock and/or of the relevant series of Convertible Preferred Stock accordingly.

6. Waivers. Any of the rights, powers, preferences and other terms of a series of the Preferred Stock or the Preferred Stock as a class that are set forth herein may be waived on behalf of all holders of such series of Preferred Stock or the Preferred Stock as a class by the affirmative written consent or vote of the holders of at least a majority of the shares of such series of Preferred Stock or such Preferred Stock as a class then outstanding, treating any convertible Preferred Stock as-if converted to Common Stock. Any of the rights, powers, preferences and other terms of any other relevant series of Convertible Preferred Stock set forth herein may be waived on behalf of all holders of such relevant series of Convertible Preferred Stock by the affirmative written consent or vote of the holders of a majority of the shares of such other relevant series of Convertible Preferred Stock then outstanding.

7. Notices. Any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the Business Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

ARTICLE VI
AMENDMENT OF BYLAWS

Subject to any additional vote required by this Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

ARTICLE VII
BALLOTS NOT REQUIRED FOR ELECTION OF DIRECTORS

Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII
MEETINGS OF STOCKHOLDERS

Meetings of stockholders may be held within or without the State of New York, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of New York at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

ARTICLE IX
EXCULPATION

To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the Business Corporation Law or any other law of the State of New York is amended after approval by the stockholders of this Article VIII to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article VIII by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE X
INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by law as it presently exists or may hereafter be amended, any person (an "*Indemnified Person*") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "*Proceeding*"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at

the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition; provided, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article X or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article X is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorney's fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article X shall not be exclusive of any other rights which such person may have or hereafter acquire under

any statute, provision of this Restated Certificate of Incorporation, as amended from time to time, the Bylaws of the Corporation, agreement, vote of stockholders or disinterested directors or otherwise.

7. Insurance. The Board may, to the fullest extent permitted by law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers, employees and agents under the provisions of this Article X; and (b) to indemnify or insure directors, officers, employees and agents against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article X.

8. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article X shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

* * *

Restated Certificate of Incorporation – Signature Page

IN WITNESS WHEREOF, the Corporation has caused this Restated Certificate of Incorporation to be signed as of the 19th day of May, 2015 by a duly authorized officer of the Corporation.

FIORIELLO PHARMACEUTICALS, INC.

By: /s/ Ari Hoffnung
Name: Ari Hoffnung
Title: President and CEO

WRITTEN CONSENT
OF THE
SOLE DIRECTOR
OF
FIORELLO PHARMACEUTICALS, INC.

THE UNDERSIGNED, being the sole member of the Board of Directors (the "*Board*") of Fiorello Pharmaceuticals, Inc., a New York corporation (the "*Corporation*"), does hereby take the following actions without a meeting and adopts the following resolutions by written consent pursuant to Section 708(b) of the New York Business Corporation Law, and hereby directs that this written consent be filed with the minutes of the proceedings of the Board:

WHEREAS, the Board wishes to authorize, approve, ratify and confirm in all respects certain actions previously taken or to be taken by the officers of the Corporation with respect to organizational matters;

General Organization

NOW, THEREFORE, BE IT RESOLVED, that all actions taken by the sole incorporator of the Corporation pursuant to the Organization Action by the Sole Incorporator, dated as of May 27, 2014, be, and they hereby are, in all respects, authorized, approved, adopted, ratified and confirmed as the duly authorized and approved acts of the Corporation, and all such actions shall be binding upon the Corporation;

RESOLVED, FURTHER, that the Certificate of Incorporation of the Corporation (the "*Certificate of Incorporation*"), certified by the Department of State of the State of New York (the "*NYDOS*") as being a true and correct copy of the Certificate of Incorporation as filed with the NYDOS on May 27, 2014, shall be filed in the minute book of the Corporation; and

RESOLVED, FURTHER, that the Corporation file a Certificate of Change in the Office of the NYDOS to change the county indicated as the location of the Corporation's office to Bronx County and the name of the person to whom the NYDOS shall deliver notice of service of process against the Corporation to Aaron Hoffnung.

RESOLVED, FURTHER, that the form, terms and provisions of the by-laws substantially in the form attached hereto as Exhibit A be, and they hereby are, approved, adopted, ratified and confirmed in all respects as the by-laws of the Corporation (the "*By-Laws*");

Officers

BE IT RESOLVED, that the election of the person set forth below, to hold the office indicated opposite his name, be, and hereby is, authorized, approved, ratified and confirmed in all respects, and each such person shall hold such office until his respective successor in such office is duly elected and qualified or as otherwise provided by the By-Laws:

<u>Name</u>	<u>Office</u>
Aaron Hoffnung	Chief Executive Officer, President, Treasurer and Secretary

RESOLVED, FURTHER, that the duly elected Chief Executive Officer, President, Treasurer and Secretary (the "*Proper Officers*" and each, a "*Proper Officer*") of the Corporation be, and each of them, acting individually, hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to procure all necessary corporate books and records in accordance with the By-Laws and the laws of the State of New York;

Issuance and Transfers of Shares of Capital Stock

WHEREAS, immediately following its incorporation, the Corporation intends to issue 500,000 shares of common stock, par value \$0.0001 per share ("*Existing Stock*"), to Aaron Hoffnung (the "*Initial Issuance*");

WHEREAS, in consideration of the Initial Issuance, Mr. Hoffnung shall pay the sum of \$250.00 to the Corporation;

BE IT RESOLVED, that the issuance to Aaron Hoffnung of Five Hundred Thousand (500,000) shares of Existing Stock, at a purchase price (the "*Purchase Price*") of \$0.0005 per share, in consideration of such payment to the Corporation is authorized, approved, ratified and confirmed in all respects, and that such shares of Existing Stock upon payment therefor shall be duly issued, fully paid and non-assessable, and that the Proper Officers be, and each of them, acting individually, is hereby authorized and empowered to reflect the Initial Issuance on the share ledger and other books and records of the Company;

Form of Share Certificate

BE IT RESOLVED, that the form of certificate for shares of Existing Stock, substantially in the form attached hereto as Exhibit B, is authorized, approved and adopted as the form of certificate to be issued, upon request by the applicable holder of Existing Stock to represent shares of Existing Stock;

Depositaries

BE IT RESOLVED, that the Proper Officers be, and each hereby is, authorized and empowered, on behalf of the Corporation, to designate from time to time such bank, banks, trust company or trust companies as the Proper Officers deem to be in the best interests of the Corporation, to serve as depositaries of the Corporation, and to open with any such depositary an account or accounts in the name of the Corporation, to be known by such titles as shall be designated by such Proper Officer and to designate one or more persons as signatories with respect to any account maintained with any such depositary;

RESOLVED, FURTHER, that the Proper Officers be, and each hereby is, authorized and empowered to act as the authorized signatory, on behalf of the Corporation, with respect to any account established in accordance with the immediately preceding resolution, to withdraw or direct the payment or transfer of any funds or assets of the Corporation from any such accounts and to sign reconcilements of all statements of account with any such depository of the Corporation; and

RESOLVED, FURTHER, that the Proper Officers be, and each hereby is, authorized and empowered, on behalf of the Corporation, to execute and deliver to each such depository the forms of certificates specified by each such depository with respect to being so designated as a depository of the Corporation's funds, and the resolutions contained in any such certificate pertaining to an account of the Corporation with any such depository, appointing any such entity as a depository of the Corporation's funds for the account therein specified and authorizing the Proper Officers to execute instruments drawing upon or directing the payment or transfer of such deposits in accordance with the immediately preceding resolution, are hereby authorized, approved and adopted, in all respects, as the duly authorized resolutions of the Corporation as if such resolutions had been fully set forth in this written consent;

Qualification

BE IT RESOLVED, that for the purpose of authorizing the Corporation to do business under the laws of any state, territory, possession or dependency of the United States, any foreign country, or any state, province or other jurisdiction of any foreign country in which it may be expedient for the Corporation to transact business, the Proper Officers be, and each hereby is, authorized and empowered, in the name and on behalf of the Corporation, to take such action as may be necessary or advisable to effect the qualification of the Corporation to do business as a foreign corporation in any such state, territory, possession or dependency of the United States, any such foreign country or any state, province or other jurisdiction of any foreign country, and in connection therewith to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, under the seal of the Corporation as necessary, to execute, acknowledge, verify, deliver, file or cause to be published all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of any such state, territory, possession or dependency of the United States, any such foreign country, or any such state, province or other jurisdiction of any foreign country, to authorize the Corporation to transact business therein and, whenever it may be expedient for the Corporation to cease doing business therein and to withdraw therefrom, to revoke any appointments of agents or attorneys for service of process and to file such applications, papers, certificates, reports, revocations of appointments, surrenders of authority or other instruments as may be necessary to terminate the authority of the Corporation to do business in any such state, territory, possession or dependency of the United States, any such foreign country or any such state, province or other jurisdiction of any foreign country;

Fiscal Year

BE IT RESOLVED, that the fiscal year of the Corporation shall begin on January 1st of each calendar year and end on December 31st of each calendar year;

IRS Employer Identification Number

BE IT RESOLVED, that the execution and filing with the Internal Revenue Service an Application for Employer Identification Number on Internal Revenue Service Form SS-4 by the Proper Officers is authorized, approved, ratified and confirmed in all respects;

Omnibus

BE IT RESOLVED, that the Proper Officers be, and each hereby is, authorized, and empowered to do or cause to be done, in the name and on behalf of the Corporation, any and all such acts and things and to make, execute, acknowledge or verify, deliver and record or file, any and all certificates, notices, statements, consents, instruments, agreements, deeds, documents or papers, and to transfer such funds of the Corporation, as he may deem necessary or advisable in order to consummate the transactions approved in the foregoing resolutions, the necessity and advisability of each such certificate, notice, statement, consent or other instrument, agreement, deed, document or paper, payment of money, or other act or thing, to be conclusively evidenced by the execution and delivery thereof by such officer or by his taking such action;

RESOLVED, FURTHER, that any actions of any of the officers or directors of the Corporation, taken prior to the effective date hereof in connection with the transactions contemplated by the foregoing resolutions be, and they hereby are, authorized, approved, ratified and confirmed in all respects as the duly authorized acts of the Corporation;

RESOLVED, FURTHER, that the Secretary of the Corporation be, and he hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to certify and furnish such copies as may be necessary of this and the foregoing resolutions and any other resolutions of the Corporation, and statements as to incumbency of the corporate officers of the Corporation, under the corporate seal if requested, and any person receiving such a certified copy or statement is and shall be authorized to rely upon the contents thereof;

RESOLVED, FURTHER, that the Secretary of the Corporation be, and he hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to procure all corporate books, books of account and stock books which may be required by the laws of any state in which the Corporation may do business or which may be necessary or appropriate in connection with the business of the Corporation; and

RESOLVED, FURTHER, that the Treasurer of the Corporation be, and he hereby is, authorized and empowered, in the name and on behalf of the Corporation, to pay all charges and expenses incident to or arising out of the organization of the Corporation and to reimburse any person or entity who has made any disbursement therefor, upon receipt by the Corporation of appropriate evidence of such disbursements.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Sole Director as of May 27, 2014.

A handwritten signature in black ink, appearing to read "Aron Hoffnung", written over a horizontal line.

Aaron Hoffnung

Exhibit A

By-Laws

(See Attached)

Exhibit B

Share Certificate

(See Attached)

NUMBER
C-1

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

SHARES
500,000

FIORIELLO PHARMACEUTICALS, INC.

SEE REVERSE SIDE FOR
CERTAIN DEFINITIONS AND
LEGENDS

500,000 SHARES OF STOCK - PAR VALUE \$0.001 PER SHARE

This is to certify that Aaron Hoffnung is the owner of Five Hundred Thousand (500,000) fully paid and non-assessable shares of capital stock, par value \$0.0001 per share, of the above Corporation transferable on the books of the Corporation by the holder hereof in person or by duly authorized Attorney, upon surrender of this Certificate, properly endorsed.

Witness, the signatures of its duly authorized officers.

Dated: As of _____, 2014

SECRETARY

PRESIDENT

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM—as tenants in common
TEN ENT —as tenants by the entireties
JT TEN —as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

For value received ___ hereby sell, assign and transfer unto

Please insert social security or other identifying number of assignee

(Please print or typewrite name and address including postal zip code of Assignee)

Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated: _____

In presence of _____

(Signature)

THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER APPLICABLE FEDERAL OR STATE SECURITIES LAWS AND INSTEAD ARE BEING ISSUED PURSUANT TO EXEMPTIONS CONTAINED IN SAID LAWS. THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE TRANSFERRED UNLESS (A) A REGISTRATION STATEMENT WITH RESPECT TO SUCH SECURITIES SHALL BE EFFECTIVE UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND SUCH SECURITIES HAVE BEEN QUALIFIED OR REGISTERED IN ACCORDANCE WITH ANY OTHER APPLICABLE FEDERAL AND STATE SECURITIES LAWS, OR (B) THE ISSUER OF THESE SECURITIES SHALL HAVE RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT NO VIOLATION OF THE SECURITIES ACT OR OTHER APPLICABLE FEDERAL OR STATE SECURITIES LAWS WILL RESULT FROM SUCH TRANSFER.¹

¹ Legend for share certificate C-1.

FIORELLO PHARMACEUTICALS, INC.

BYLAWS

Effective as of May 27, 2014

ARTICLE I

MEETINGS OF SHAREHOLDERS

Section 1. Place of Meetings. Meetings of the shareholders of Fiorello Pharmaceuticals, Inc. (the "*Corporation*") for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of New York as shall be designated from time to time by the board of directors of the Corporation (the "*Board of Directors*") or the Chief Executive Officer and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The annual meeting of shareholders of the Corporation (the "*Annual Meeting*") shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meeting the shareholders shall elect the Board of Directors in accordance with the Corporation's Certificate of Incorporation, as may be amended from time to time (the "*Certificate of Incorporation*"), or any agreement among the Corporation and its shareholders, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting, stating the place, date and hour of the meeting, shall be given to each shareholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, special meetings of shareholders of the Corporation ("*Special Meetings*"), for any purpose or purposes, may be called at any time by the Board of Directors, the Chief Executive Officer or the holders of at least a majority of the outstanding shares of voting capital stock of the Corporation (determined on an as-if converted to common stock basis) or, pursuant to Section 603 of the New York Business Corporation Law (the "*New York Law*"), holders of 10% of the votes of the shares entitled to vote in an election of directors for a special meeting held for the purpose of electing such directors. Written notice of a Special Meeting, stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten nor more than sixty calendar days before the date of the meeting to each shareholder entitled to vote at such meeting.

Section 4. Quorum. Except for a special election of directors pursuant to Section 603 of the New York Law or as provided in the Certificate of Incorporation, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder entitled to vote at the meeting.

Section 5. Proxy Representation. Every shareholder may authorize another person or persons to act for him or her by proxy in all matters in which a shareholder is entitled to participate, whether by waiving notice of any meeting, voting or participating at a meeting, or expressing consent or dissent without a meeting. Every proxy must be signed by the shareholder or by his or her attorney-in-fact. No proxy shall be voted or acted upon after the expiration of eleven months from its date unless such proxy provides for a longer period. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided in Section 609 of the New York Law.

Section 6. Voting. Unless otherwise required by law, the Certificate of Incorporation or these By-Laws, any question brought before any meeting of shareholders shall be decided by the vote of the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat. Except as otherwise provided in the Certificate of Incorporation, each shareholder represented at a meeting of shareholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such shareholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of shareholders, in his or her discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 7. Consent of Shareholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any Annual Meeting or Special Meeting may be taken without a meeting, without prior notice and without a vote, in a consent in writing, setting forth the action so taken, signed by the holders of outstanding shares of 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. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing. In the event that the action which is consented to is such as would have required the filing of a certificate under the New York Law, if such action had been voted on by shareholders at a meeting thereof, the certificate filed shall state, in lieu of any statement concerning any vote

of shareholders, that written consent and written notice has been given as provided in this Section 6.

Section 8. List of Shareholders Entitled to Vote. The officer of the Corporation who has charge of the share ledger of the Corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder of the Corporation who is present.

Section 9. Share Ledger. The share ledger of the Corporation shall be the only evidence as to who are the shareholders entitled to examine the share ledger, the list required by Section 7 of this Article I or the books of the Corporation, or to vote in person or by proxy at any meeting of shareholders.

ARTICLE II

DIRECTORS

Section 1. Number, Election, Resignation and Removal of Directors. The Board of Directors initially shall consist of one director, and such number of directors on the Board of Directors may be changed to consist of not more than five, the exact number of which shall be fixed from time to time by the Board of Directors, subject to any vote or approval that may be required by the Certificate of Incorporation, and one of whom may be designated as Chairman or Chairwoman by the Board of Directors by vote or written consent in the manner provided in these By-Laws. Except as otherwise provided in Section 2 of this Article, in the Certificate of Incorporation, or in any agreement among the Corporation and its shareholders, directors shall be elected by a plurality of the votes cast at Annual Meetings, and each director so elected shall hold office until the next Annual Meeting and until his or her successor is duly elected and qualified, or until his or her earlier resignation or removal. Any director may resign at any time upon notice to the Corporation. Except as otherwise provided in the Certificate of Incorporation or in any agreement among the Corporation and its shareholders, any director may be removed at any time for cause or without cause by the vote or written consent of the holders of a majority of the issued and outstanding capital stock then entitled to vote at an election of directors, or by the vote or written consent of the Board of Directors in the manner provided in these By-Laws.

Section 2. Vacancies. Except as otherwise provided in the Certificate of Incorporation or in any agreement among the Corporation and its shareholders, vacancies, and newly created directorships resulting from any increase in the authorized number of directors, may be filled by the shareholders, by vote or written consent in the manner provided in these By-

Laws, or by the Board of Directors, by vote or written consent in the manner provided in these By-Laws, whichever group shall act first. A director elected or appointed to fill a vacancy or a newly-created directorship shall hold office until the next annual election and until his or her successor is duly elected and qualified, or until his or her earlier resignation or removal.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the shareholders. The Chairman or Chairwoman may preside at meetings of the Board of Directors.

Section 4. Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of New York. Regular meetings of the Board of Directors may be held at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by any member of the Board of Directors, the President, or the Chief Executive Officer. Notice of the time and place of regular and special meetings shall be: delivered personally by hand, by courier or by telephone; sent by United States first-class mail, postage prepaid; sent by facsimile; or 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 corporation'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 calendar 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 corporation's principal executive office) nor the purpose of the meeting.

Section 5. Quorum. Except as may be otherwise specifically provided by the New York Law, the Certificate of Incorporation or these By-Laws, at all meetings of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the directors in attendance at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee then in office, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meeting by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, members of the Board of

Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, with each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolutions establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be fixed to all papers which require it. Each committee shall keep regular minutes and report to the Board of Directors when required.

ARTICLE III

OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall be a Chief Executive Officer, President, Treasurer and Secretary. The Board of Directors, in its discretion, may also choose one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these By-Laws. The officers of the Corporation need not be shareholders of the Corporation nor need such officers be directors of the Corporation, except as set forth in any written agreement.

Section 2. Election. The Board of Directors at its first meeting held after each Annual Meeting shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Except as otherwise set forth in any written agreement, any officer elected by the Board of Directors may be removed with or without cause, at any time by the affirmative vote of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries and other compensation of all officers of the Corporation shall be fixed by the Board of Directors, except as otherwise set forth in any written agreement.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned, voted or controlled by the Corporation may be executed in the name of and on behalf of the Corporation by any officer of the Corporation and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any entity in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chief Executive Officer; President. The Chief Executive Officer shall, subject to the control of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The Chief Executive Officer shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed without seal and except in such cases in which the other officers of the Corporation may sign and execute documents when so authorized by these By-Laws, the Board of Directors or the Chief Executive Officer. The Chief Executive Officer shall preside at all meetings of the shareholders and, if the Chairman or Chairwoman is unable, the Board of Directors. The Chief Executive Officer shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by these By-Laws or by the Board of Directors. If no Chief Executive Officer is then in office, all powers and duties of the Chief Executive Officer shall be held and performed by the President, if then in office. The President, if any, shall have such other powers and duties as the Board of Directors may establish from time to time.

Section 5. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of shareholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer, under whose supervision he or she shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the shareholders and special meetings of the Board of Directors, then either the Board of Directors or the Chief Executive Officer may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary. The Secretary shall have the power and authority to execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed without seal. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 6. Treasurer. The Treasurer shall have the care and custody of the corporate funds, and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for such term, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of such office and for the restoration to the Corporation, in case of such person's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the Corporation.

Section 7. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE IV

STOCK

Section 1. Form of Certificates. All certificates representing shares of the capital stock of the Corporation shall be in such form not inconsistent with the Certificate of Incorporation, these By-Laws or the laws of the State of New York and shall set forth thereon the statements prescribed by the New York Law, including, but not limited to, Section 508 thereof. Every holder of shares of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the Chief Executive Officer, President or a Vice President (if any) and (ii) by the Secretary or the Treasurer, or any Assistant Secretary or Assistant Treasurer, of the Corporation, certifying a number of shares owned by him or her in the Corporation, as represented by such certificate.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature 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 shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to

have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these By-Laws. Transfers of shares of stock shall be made on the books of the Corporation only by the person named in the certificate or by his or her attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued. Upon any action undertaken by the shareholders of the Corporation to elect "S Corporation" status pursuant to Section 1362 of the Internal Revenue Code and upon any agreement thereto restricting the transfer of shares of stock of the Corporation so as to avoid disqualification of "S Corporation" status, any such restriction on transfer shall be made a part of these By-Laws so long as such agreement is in force and effect.

Section 5. Record Date. In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors in the case of consent to corporate action in writing without a meeting nor more than sixty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; *provided, however,* that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE V

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or shareholder, such notice may be given by mail, addressed to such director, member of a committee or shareholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given five days after the same shall be deposited in the United States mail. Written notice may also be given personally or by email, facsimile, telex or cable, except as otherwise provided in the Certificate of Incorporation or these By-Laws. In furtherance of the foregoing and in accordance with Section 605 of the New York Law, any notice required or permitted to be given to shareholders of the Corporation pursuant to the New York Law, the Certificate of Incorporation and/or these By-Laws, may be given by delivery to the facsimile number and/or e-mail address provided by to the Corporation by the shareholders (each, an "*Electronic Address*"), and any such notice delivered to any such Electronic Address shall be deemed to be given to the respective shareholder for such purposes if delivered to such Electronic Address as provided in Section 605 of the New York Law.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or shareholder, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, if any, may, subject to the provisions of the Certificate of Incorporation, be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be the calendar year, unless fixed by the resolution of the Board of Directors to consist of some other period.

Section 4. Corporate Seal. The corporate seal, if any, shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, New York." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VII

INDEMNIFICATION

Section 1. Generally. The Corporation may indemnify, to the fullest extent now or hereafter provided for, subject to the provisions and qualifications set forth in Sections 721 through 726 of the New York Law or other applicable law, each person involved in, or made or threatened to be made a party to, any action, suit, claim or proceeding, or any other actual, threatened, pending or completed proceeding, whether civil or criminal, or whether formal or informal, and including appeals therein (any such process being hereinafter referred to as a "*Proceeding*"), by reason of the fact that such person, such person's testator or intestate is or was a director or officer of the Corporation, against any and all judgments, fines, penalties, amounts paid in settlement, and expenses, including attorneys' fees, actually and reasonably incurred as a result of or in connection with any Proceeding, or any appeal therein, except as provided in Section 2, below.

Section 2. Ineligibility. No indemnification shall be made to or on behalf of any such person if a judgment or other final adjudication adverse to such person establishes that such person's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that such person personally gained in fact a financial profit or other advantage to which such person was not legally entitled. In addition, no indemnification shall be made with respect to any Proceeding initiated by any such person against the Corporation, or a director or officer of the Corporation, other than to enforce the terms of this Article VII, unless such Proceeding was authorized by the Board of Directors. Further, no indemnification shall be made with respect to any settlement or compromise of any Proceeding unless and until the Corporation has consented to such settlement or compromise.

Section 3. Procedure. Written notice of any Proceeding for which indemnification may be sought by any person shall be given to the Corporation as soon as practicable. The Corporation shall then be permitted to participate in the defense of any such proceeding or, unless conflicts of interest or position exist between such person and the Corporation in the conduct of such defense, to assume such defense. In the event that the Corporation assumes the defense of any such Proceeding, legal counsel selected by the Corporation shall be acceptable to such person. After such an assumption, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred unless such expenses have been expressly authorized by the Corporation

Section 4. Conflict with Certificate of Incorporation. The indemnification provisions contained in these By-Laws are not intended to limit, or conflict with, the indemnification provisions, if any, contained in the Certificate of Incorporation in any respect. In

the event of any conflict between the terms of the Certificate of Incorporation and the By-Laws with respect to indemnification, the terms of the Certificate of Incorporation, if any, shall govern and be determinative.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments. These By-Laws may be altered, amended or repealed, in whole or in part, or new by-laws may be adopted, by the shareholders or by the Board of Directors, *provided, however*, that notice of such alteration, amendment, repeal or adoption of new by-laws be contained in the notice of such meeting of shareholders or Board of Directors, as the case may be. Subject to any prohibition or other special requirement contained in the Certificate of Incorporation, as amended, or any agreements among the Corporation and its shareholders, all such amendments must be approved by either of the holders of a majority of the issued and outstanding capital stock entitled to vote thereon or by the Board of Directors.

Section 2. Entire Board of Directors. As used in this Article VIII and in these By-Laws generally, the term "entire Board of Directors" means the total number of directors which the Corporation would have, as fixed from time to time by the Board of Directors pursuant to Section I of Article II, if there were no vacancies.

[END OF DOCUMENT]

WRITTEN CONSENT
OF THE
SOLE DIRECTOR
OF
FIORELLO PHARMACEUTICALS, INC.
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

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

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

SIGNATURE PAGE TO BOARD CONSENT

Exhibit A

Warrant

(See Attached)

Exhibit B

Letter Agreement

(See Attached)

 CastleOak Securities

CastleOak Securities, L.P.
110 East 59th Street, 2nd Floor
New York, New York 10022
Tel 212.610.6213
www.castleoaklp.com

March 20, 2015

Fiorello Pharmaceuticals, Inc.
205 East 42nd Street, 14th Floor
New York, New York 10017
Attention: Ari Hoffnung
CEO & Founder

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

Fiorello Pharmaceuticals, Inc.
March 20, 2015
Page 3

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

Fiorello Pharmaceuticals, Inc.

March 20, 2015

Page 5

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

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

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

Annex A to the letter agreement dated March 20, 2015 between Fiorello Pharmaceuticals, Inc. and CastleOak Securities, L.P.

30086 v7

(vi)

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

Indemnification Provisions to the letter agreement dated March 20, 2015 between Fiorello Pharmaceuticals, Inc. and
CastleOak Securities, L.P.

30086 v7

(ii)

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

ANNEX C

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

Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

■ Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED].

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

■ Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED] a [REDACTED] providing [REDACTED] to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED].

■ Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] for [REDACTED] and [REDACTED]. She held a number of [REDACTED] and [REDACTED] positions at [REDACTED] a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED] a [REDACTED]. Most recently, Susan served as [REDACTED] for [REDACTED].

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

■ Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she counsels clients on [REDACTED] compliance and all aspects of [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED] as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

■ Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

■ Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED]. At [REDACTED] he led the [REDACTED] for [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to become [redacted] and launched his own [redacted]. He currently [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted] most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] at [redacted] and [redacted]. Mr. Sullivan and his [redacted] and managed a number of [redacted] and [redacted] that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] for the [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted] a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted], he [redacted] and [redacted] [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted] where she [redacted]. Her responsibilities included [redacted] and [redacted] through [redacted] and [redacted]. Ms. Keyser was also the [redacted] which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted]. He is a [redacted] at the [redacted] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[redacted]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[redacted]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted], in a research and development, regulatory, and strategic capacity. Currently, as he [redacted], she [redacted] with [redacted].

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED]-based company creating [REDACTED] and [REDACTED]. Ms. Grossman was [REDACTED] for [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED], [REDACTED], and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

NEUTRALITY AGREEMENT
BY AND BETWEEN
FIGRELLO PHARMACEUTICALS, INC.
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated August 21, 2014, between Fiorello Pharmaceuticals, Inc. ("Fiorello" or 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. If the Employer is not issued a license by New York State to operate its business relating to medical cannabis on or before June 30, 2016, this Agreement shall be deemed null and void.

2. The term, "employees," used herein shall include all full time and part-time employees, including: pharmacists, pharmacy technicians, dispensers, drivers, growers, retail workers, manufacturers, trimmers, and anyone else performing manufacturing and / or sales work in New York State for or on behalf of the Employer, and shall exclude supervisors, managers, and other persons who are statutorily excluded by the National Labor Relations Act ("NLRA") as well as any employees hired to work in connection with preparing Fiorello's medical cannabis license cultivation and dispensary applications.

3. Within ten (10) days after receiving written notice of the Union's intent to organize a particular location of the Employer or a location where work is performed on behalf of the Employer, the Employer agrees to furnish the Union with a complete list of employees in the facility designated in the notice, including job classifications, departments, street addresses, telephone numbers and e-mail addresses. The Employer agrees to thereafter provide updated lists as reasonably requested. The Employer waives the right under the NLRA to file any petition with the National Labor Relations Board for any election in connection with the invocation of this Agreement and agrees to refrain from directly or indirectly supporting any such petition.

4. 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.

5. During organizing efforts, the Employer's managers, supervisors and other representatives will remain neutral and will refrain from communicating with employees about how they should respond to the Union. The Employer agrees to inform all of its managers, supervisors and representatives of this obligation and that the Employer has no objection to employees supporting the

Union or engaging in lawful union activities, including meeting with Union representatives or signing authorization cards. The Employer will promptly terminate any violation of this provision and immediately act to discourage any additional violation, including disciplining any manager' or supervisor - or terminating its relationship with any independent contractor representative - who violates it. The Employer agrees to take prompt action to mitigate the effects of any violation, including informing employees of the Employer's position on organizing and the rights of employees to organize.

6. 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.

7. The facility's highest level manager will meet with and tell employees that the Employer has no objection to employees meeting with Union representatives, supporting the Union or signing authorization cards. That manager will also tell employees that the Employer is neutral in their selection of union representation.

8. 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.

9. If both the Union and the Employer mutually agree that additional Agreement provisions are necessary for any new unit(s) or if the National Labor Relations Board or a court determines that the parties may not lawfully extend this Agreement to such 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 a neutral verifies the Union's majority. If they are unable to agree to a collective bargaining agreement after twelve months of good-faith collective bargaining the parties agree to bring in a federal mediator to help resolve the terms of the Agreement, and, failing the success of that effort, the parties shall 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.

10. 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.

11. The parties agree that the arbitrator has the authority to direct the breaching party to specifically perform its obligations under this provision. The parties consent to the entry of the arbitrator's award as the order of judgment of a United States District Court, without notice.

12. 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 it hires to perform the work of employees defined herein 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. This provision shall not cover any other contract relationship between the Employer and a contractor or subcontractor including, but not limited to, contracts of a professional services, consulting, advisory, or construction nature.

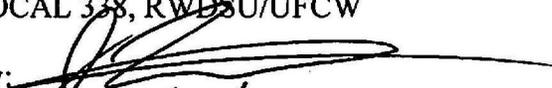
13. Labor Peace Agreement: In the event that Local 338 attempts to organize Fiorello's employees or actually represents Fiorello's employees at any particular location, then Local 338 hereby promises that it will not at any time covered by this agreement engage in any picketing, work stoppages, boycotts or any other economic interference with Fiorello's business at that location.

14. In the event that the statute's requirement for a Labor Peace Agreement shall be invalidated, pre-empted, or ruled unlawful or unconstitutional by any federal or New York State court or by the National Labor Relations Board ("NLRB"), then this Agreement shall immediately become null, void and of no further legal effect.

15. If Fiorello is awarded one or more medical cannabis licenses, Local 338 shall, upon written request, provide to Fiorello a copy of all available neutrality and labor peace agreements in effect and enforceable in New York that it has reached with any other Employer that is granted a medical cannabis license by New York State. Should Fiorello deem it to be in its best interest, it may substitute this entire agreement with an entire agreement reached between Local 338 and another Employer granted a medical cannabis license.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 21st day of August, 2014, by their duly authorized representatives.

LOCAL 338, RWDSU/UFCW

By: 

Date: 8/21/14

Name: Joseph D. Fontano

Title: Assistant to the President

Witness: 

FIORELLO PHARMACEUTICALS, INC.

By: 

Date: 8/21/14

Name: Ari Hoffnung

Title: President & CEO

Witness: 

Local 338

**LOCAL
338
RWDSU/UFCW**

RWDSU/UFCW

JOHN R. DURSO
President

JOSEPH FONTANO
Secretary-Treasurer

JACK CAFFEY JR.
Executive Vice President

DEBRA BOLLBACH
Recorder



Howard Zucker
Commissioner
New York State Department of Health
Corning Tower
Empire State Plaza
Albany, New York 12237

May 26, 2015

Re: Labor Peace Agreement between Local 338, RWDSU/UFCW and Fiorello Pharmaceuticals, Inc.

Dear Commissioner Zucker,

Local 338, RWDSU/UFCW ("Local 338") is a labor organization, as defined in 29 U.S.C. § 402(i) and 29 U.S.C. § 152(5), representing close to 20,000 employees in New York State and its environs.

The enclosed document entitled, Neutrality Agreement, is intended in part to satisfy and comply with the requirement, under the New York Public Health Law, that an applicant (Fiorello Pharmaceuticals, Inc.) seeking a license to conduct business relating to the use of medical marijuana in New York State submit proof that it has entered into a labor peace agreement with a bona-fide labor organization that is actively engaged in representing or attempting to represent the applicant's employees. See Public Health Law §§ 3360(14), 3365(1)(III), 3365(3)(VII), 3365(6)(IV), and 3365(7).

The Neutrality Agreement contains explicit language which protects the State's proprietary interests by prohibiting Local 338 from engaging in picketing, work stoppages, boycotts, and any other economic interference with the business of an entity licensed to engage in the business relating to the use of medical marijuana in New York State.

Should any changes in the Neutrality Agreement be necessary for an applicant to comply with the Public Health Law, please feel free to communicate with us directly.

Thank you for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Joseph Fontano', written over a white background.

Joseph Fontano
Secretary-Treasurer

STRONGER | TOGETHER

Our Mission: To Better The Lives Of Our Members And All Working People.
1505 Kellum Place • Mineola, NY 11501 • (516) 294-1338 • www.local338.org

Fiorello 5.00084

Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED]

[REDACTED] expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED] a [REDACTED] providing [REDACTED] and [REDACTED] to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED]

Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] for [REDACTED] and [REDACTED]. She held a number of [REDACTED] and [REDACTED] at [REDACTED], a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] for [REDACTED]

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED] as well as [REDACTED] and [REDACTED]

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED]

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED]. At [REDACTED] he [REDACTED] the [REDACTED] for [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [REDACTED] at [REDACTED]. He then led the [REDACTED]. He [REDACTED] to become [REDACTED], and launched his own [REDACTED]. He currently [REDACTED] and [REDACTED] in [REDACTED] acting as [REDACTED] on an [REDACTED] examining the use [REDACTED]. He also advocates on behalf of patients suffering from [REDACTED] and [REDACTED], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [REDACTED] and [REDACTED]. Mr. Sullivan has held [REDACTED] at [REDACTED] and [REDACTED]. Mr. Sullivan and his [REDACTED], [REDACTED] and [REDACTED] products and services that were sold around the world to protect the [REDACTED], as well as [REDACTED] and [REDACTED]. Most recently, Mr. Sullivan [REDACTED] an [REDACTED] sold through [REDACTED] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [REDACTED] and [REDACTED] and [REDACTED] for [REDACTED] and [REDACTED]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [REDACTED] and [REDACTED] for the [REDACTED] and [REDACTED]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [REDACTED] and [REDACTED] of [REDACTED], a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [REDACTED] years of experience [REDACTED] on [REDACTED] and [REDACTED] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [REDACTED] and [REDACTED]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [REDACTED] [REDACTED] one of the [REDACTED] in the United States. In addition to [REDACTED] and [REDACTED] all [REDACTED], he oversees the [REDACTED] and [REDACTED] for [REDACTED] of [REDACTED]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [REDACTED] with [REDACTED] research. In [REDACTED] 2015, he went to [REDACTED] to meet with [REDACTED] that have been studying and testing medical marijuana for over 25 years. Over the [REDACTED], Mr. Malman has also been [REDACTED] with [REDACTED] working with the [REDACTED] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [REDACTED] and [REDACTED] for [REDACTED] [REDACTED], where she [REDACTED]. Her responsibilities included [REDACTED] through daily [REDACTED] s and [REDACTED]. Ms. Keyser was also the [REDACTED], which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted]. He is a [redacted] at the [redacted] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[redacted]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[redacted]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted] in a research and development, regulatory, and strategic capacity. Currently, as he [redacted], she [redacted].

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED]-based company [REDACTED]able and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] at [REDACTED], a [REDACTED] at [REDACTED], and [REDACTED] at [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

ATTACHMENT G

**Fiorello Pharmaceuticals
Pre-license Application Expenses**

Cumulative Through 5/25/15	Projected Cumulative Through 6/4/15
Redacted pursuant to N.Y. Public Officers Law, Art. 6	

Professional Fees (see Attachment G-1 for Contract Detail)

- Consulting - Paid
- Consulting - Contingent (1)
- Legal - Paid
- Legal - Contingent (1)
- Architecture
- Accounting
- Financial Advisory
- Other Professional Services
- Total Professional Fees

Selling, general and administrative expense

- Meetings
- Travel
- Memberships
- Other
- Total Selling, general and administrative expenses

Occupancy expense

- Office Rent
- Lease Deposits
- Total Occupancy Expenses

NY State Application Fee

NY State Refundable Registration Fee

Other Expenses

- Information Technology
- Printing
- Publications
- Taxes
- Total Other Expenses

Total (2)

- (1) A significant portion of Fiorello's application expenses are contingent in nature. Specifically, those vendors with contingent agreements have agreed to defer payment until the successful conclusion of our \$ [REDACTED] round of fundraising.
- (2) The Company Founders helped finance a portion of the application expenses through loans. Specifically, Mr. Ari Hoffnung extended a loan of \$ [REDACTED] and Ms. Susan Yoss provided a \$ [REDACTED] loan which was subsequently repaid. The \$ [REDACTED] refundable registration fee was also financed through loans with Ms. Susan Yoss and Mr. Eric Sirota, providing \$ [REDACTED] each.

ATTACHMENT G - 1

**Fiorello Pharmaceuticals
Schedule of Application Expense Contracts**

	Actual 5/25/14	Projected 6/4/15	Contract Agreement Date	Purpose
Consulting				
Asher Novek			1/1/15	Administrative Support
B&Y Consulting Group/Susan Yoss			12/23/14	Financial Consulting
Professor Dale Deutsch			2/1/15	Scientific Advisory
Dirigo Food Safety LLC			5/19/15	Quality Control Subject Matter Expert
Denver Relief Consulting Group			2/20/15	Business Strategy Consulting
Next 20/Eric Sirota			4/1/15	Strategic Consulting
Jill Lamoureux			5/11/15	Technical SOP Development
John Sullivan			10/21/14	Information Technology Consulting
Judi Tytel			4/1/15	Legal Consulting
O Dark Thirty Enterprises Inc./Lenny DePau			5/11/15	Security Consulting
Liz Keyser			5/1/15	Cultivation Subject Matter Expert
MingleRidge Business Resources			4/29/15	Security Consulting/Project Management
Oxford Valuation Partners			4/6/15	Financial Consulting
Zev Ross			12/29/14	Spacial Analysis Consulting
Total Consulting Services				
Legal				
Adam Kotok, Esq.			11/10/14	Intellectual Property Attorney
Foscolo & Handel PLLC/Lauren Handel			9/10/14	General Corporate and Food Law
Henry Law Firm			1/8/15	Intellectual Property Attorney
Law Offices of Elle Fink			9/15/14	Employment Attorney
Reitler Kailas & Rosenblatt LLC			3/11/15	General Corporate and Financing Attorney
Vedder Price PC			7/24/14	Labor Attorney
Total Legal Services				
Architectural				
Miller DesignWorks Inc./Brett Miller			5/15/15	Architect
Accounting				
Bridge West CPAs and Consultants			2/17/15	Audit and tax services
Financial Advisory				
CastleOak Securities			3/20/15	Financing Fees
Other Professional Services				
				Administrative Support
Total Professional Services				

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



FIORELLO

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

VOLUME 6



FIGRELLQ

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

Attachment H

Security Plan

Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

■ Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED]

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

■ Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED]

■ Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] for [REDACTED]. She held a number of [REDACTED] and [REDACTED] positions at [REDACTED], a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED] a [REDACTED]. Most recently, Susan served as [REDACTED] for [REDACTED]

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

■ Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED] concentrated on [REDACTED] and [REDACTED], as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

■ Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] in the [REDACTED] and [REDACTED]

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

■ Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED]. At [REDACTED] he led the [REDACTED] for [REDACTED] and the [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to [redacted] become [redacted] and launched his own [redacted]. He currently coordinates [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted] most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted]. Mr. Sullivan has held [redacted] at [redacted] and [redacted]. Mr. Sullivan and his [redacted] and [redacted] a number of [redacted] and [redacted] services that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] for the [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted] a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted], he oversees the [redacted] and [redacted] for [redacted] of [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted], where she [redacted]. Her responsibilities included [redacted] through [redacted] and [redacted]. Ms. Keyser was also the [redacted], which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted]. He is a [redacted] at the [redacted] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted], in a research and development, regulatory, and strategic capacity. Currently, as he [redacted], she [redacted] with [redacted]. Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] based company and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his [REDACTED] career. He was [REDACTED] at [REDACTED], a [REDACTED], and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Attachment H: Security Plan (§ 1004.5 (b) (4) (ii))

This Attachment H contains Fiorello Pharmaceuticals' security plan demonstrating that Fiorello will comply with Article 33 of the Public Health Law and 10 NYCRR § Part 1004, as well as other applicable laws.

- I. Introductory
 - a. Organizational Commitment
 - b. Cyber Security Approach
 - c. Regulatory Compliance
- II. Security & Control Plan (also in Att. D, Sect. 5)
 - a. Organization
 - b. Physical Security
 - c. Manufacturing Facility Outer Perimeter
 - d. Dispensary Physical Security Requirements
 - e. CCTV
 - f. Video Storage
 - g. Access Control
 - h. Intrusion Detection System
 - i. Panic Alarm
 - j. Automatic Voice Dialer
 - k. Failure Notifications System
 - l. Onsite Monitoring
 - m. Offsite Monitoring
 - n. Equipment Room
 - o. Communications Requirements
 - p. Uninterruptable Power Supply Requirements
 - q. Equipment Testing/Maintenance/Exercises
 - r. Vehicle Transport
 - s. Exhibits A & B
- III. Transportation Security Plan
- IV. Counter-Theft & Counter-Diversion Plan
- V. Appendix 1: Cyber Security Plan (NIST)

I. Introduction

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

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

II. Security & Control Plan

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

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

Exhibit 2: Security Organization Chart

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

Exhibit 3: Standard Reports
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

Security System Specifications

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

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

v. Exhibits A & B

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

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

Exhibit B - Facility Drawings

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

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

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

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

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

III. Fiorello Pharmaceuticals: Transportation Security Plan

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

IV. Counter-Theft & Counter-Diversion Plan

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

V. Appendix 1

Framework for Improving Critical Infrastructure Cybersecurity, Version 1.0 - National Institute of Standards and Technology February 12, 2014

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- III. 2.0 Framework Basics
- IV. 3.0 How to Use the Framework
- V. Appendix A: Framework Core
- VI. Appendix B: Glossary
- VII. Appendix C: Acronyms

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Figure 2: Notional Information and Decision Flows within an Organization

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Table 2: Framework Core

I. Executive Summary

The national and economic security of the United States depends on the reliable functioning of critical infrastructure. Cybersecurity threats exploit the increased complexity and connectivity of critical infrastructure systems, placing the Nation's security, economy, and public safety and health at risk. Similar to financial and reputational risk, cybersecurity risk affects a company's bottom line. It can drive up costs and impact revenue. It can harm an organization's ability to innovate and to gain and maintain customers.

To better address these risks, the President issued Executive Order 13636, "Improving Critical Infrastructure Cybersecurity," on February 12, 2013, which established that "[i]t is the Policy of the United States to enhance the security and resilience of the Nation's critical infrastructure and to maintain a cyber environment that encourages efficiency, innovation, and economic prosperity while promoting safety, security, business confidentiality, privacy, and civil liberties." In enacting this policy, the Executive Order calls for the development of a voluntary risk-based Cybersecurity Framework – a set of industry standards and best practices to help organizations manage cybersecurity risks. The resulting Framework, created through collaboration between government and the private sector, uses a common language to address and manage cybersecurity risk in a cost-effective way based on business needs without placing additional regulatory requirements on businesses.

The Framework focuses on using business drivers to guide cybersecurity activities and considering cybersecurity risks as part of the organization's risk management processes. The Framework consists of three parts: the Framework Core, the Framework Profile, and the Framework Implementation Tiers. The Framework Core is a set of cybersecurity activities, outcomes, and informative references that are common across critical infrastructure sectors, providing the detailed guidance for developing individual organizational Profiles. Through use of the Profiles, the Framework will help the organization align its cybersecurity activities with its business requirements, risk tolerances, and resources. The Tiers provide a mechanism for organizations to view and understand the characteristics of their approach to managing cybersecurity risk.

The Executive Order also requires that the Framework include a methodology to protect individual privacy and civil liberties when critical infrastructure organizations conduct cybersecurity activities. While processes and existing needs will differ, the Framework can assist organizations in incorporating privacy and civil liberties as part of a comprehensive cybersecurity program.

The Framework enables organizations – regardless of size, degree of cybersecurity risk, or cybersecurity sophistication – to apply the principles and best practices of risk management to improving the security and resilience of critical infrastructure. The Framework provides organization and structure to today's multiple approaches to cybersecurity by assembling standards, guidelines, and practices that are working effectively in industry today. Moreover, because it references globally recognized standards for cybersecurity, the Framework can also be

used by organizations located outside the United States and can serve as a model for international cooperation on strengthening critical infrastructure cybersecurity.

The Framework is not a one-size-fits-all approach to managing cybersecurity risk for critical infrastructure. Organizations will continue to have unique risks – different threats, different vulnerabilities, different risk tolerances – and how they implement the practices in the Framework will vary. Organizations can determine activities that are important to critical service delivery and can prioritize investments to maximize the impact of each dollar spent. Ultimately, the Framework is aimed at reducing and better managing cybersecurity risks.

The Framework is a living document and will continue to be updated and improved as industry provides feedback on implementation. As the Framework is put into practice, lessons learned will be integrated into future versions. This will ensure it is meeting the needs of critical infrastructure owners and operators in a dynamic and challenging environment of new threats, risks, and solutions.

Use of this voluntary Framework is the next step to improve the cybersecurity of our Nation's critical infrastructure – providing guidance for individual organizations, while increasing the cybersecurity posture of the Nation's critical infrastructure as a whole.

II. 1.0 Framework Introduction

The national and economic security of the United States depends on the reliable functioning of critical infrastructure. To strengthen the resilience of this infrastructure, President Obama issued Executive Order 13636 (EO), “Improving Critical Infrastructure Cybersecurity,” on February 12,

This Executive Order calls for the development of a voluntary Cybersecurity Framework (“Framework”) that provides a “prioritized, flexible, repeatable, performance-based, and cost-effective approach” to manage cybersecurity risk for those processes, information, and systems directly involved in the delivery of critical infrastructure services. The Framework, developed in collaboration with industry, provides guidance to an organization on managing cybersecurity risk.

Critical infrastructure is defined in the EO as “systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.” Due to the increasing pressures from external and internal threats, organizations responsible for critical infrastructure need to have a consistent and iterative approach to identifying, assessing, and managing cybersecurity risk. This approach is necessary regardless of an organization’s size, threat exposure, or cybersecurity sophistication today.

The critical infrastructure community includes public and private owners and operators, and other entities with a role in securing the Nation’s infrastructure. Members of each critical infrastructure sector perform functions that are supported by information technology (IT) and industrial control systems (ICS).² This reliance on technology, communication, and the interconnectivity of IT and ICS has changed and expanded the potential vulnerabilities and increased potential risk to operations. For example, as ICS and the data produced in ICS operations are increasingly used to deliver critical services and support business decisions, the potential impacts of a cybersecurity incident on an organization’s business, assets, health and safety of individuals, and the environment should be considered. To manage cybersecurity risks, a clear understanding of the organization’s business drivers and security considerations specific to its use of IT and ICS is required. Because each organization’s risk is unique, along with its use of IT and ICS, the tools and methods used to achieve the outcomes described by the Framework will vary.

Recognizing the role that the protection of privacy and civil liberties plays in creating greater public trust, the Executive Order requires that the Framework include a methodology to protect individual privacy and civil liberties when critical infrastructure organizations conduct cybersecurity activities. Many organizations already have processes for addressing privacy and civil liberties. The methodology is designed to complement such processes and provide guidance to facilitate privacy risk management consistent with an organization’s approach to cybersecurity risk management. Integrating privacy and cybersecurity can benefit organizations by increasing customer confidence, enabling more standardized sharing of information, and simplifying operations across legal regimes.

¹ Executive Order no. 13636, *Improving Critical Infrastructure Cybersecurity*, DCPD-201300091, February 12, 2013. <http://www.gpo.gov/fdsys/pkg/FR-2013-02-19/pdf/2013-03915.pdf>

² The DHS Critical Infrastructure program provides a listing of the sectors and their associated critical functions and value chains. <http://www.dhs.gov/critical-infrastructure-sectors>

To ensure extensibility and enable technical innovation, the Framework is technology neutral. The Framework relies on a variety of existing standards, guidelines, and practices to enable critical infrastructure providers to achieve resilience. By relying on those global standards, guidelines, and practices developed, managed, and updated by industry, the tools and methods available to achieve the Framework outcomes will scale across borders, acknowledge the global nature of cybersecurity risks, and evolve with technological advances and business requirements. The use of existing and emerging standards will enable economies of scale and drive the development of effective products, services, and practices that meet identified market needs. Market competition also promotes faster diffusion of these technologies and practices and realization of many benefits by the stakeholders in these sectors.

Building from those standards, guidelines, and practices, the Framework provides a common taxonomy and mechanism for organizations to:

- 1) Describe their current cybersecurity posture;
- 2) Describe their target state for cybersecurity;
- 3) Identify and prioritize opportunities for improvement within the context of a continuous and repeatable process;
- 4) Assess progress toward the target state;
- 5) Communicate among internal and external stakeholders about cybersecurity risk.

The Framework complements, and does not replace, an organization's risk management process and cybersecurity program. The organization can use its current processes and leverage the Framework to identify opportunities to strengthen and communicate its management of cybersecurity risk while aligning with industry practices. Alternatively, an organization without an existing cybersecurity program can use the Framework as a reference to establish one.

Just as the Framework is not industry-specific, the common taxonomy of standards, guidelines, and practices that it provides also is not country-specific. Organizations outside the United States may also use the Framework to strengthen their own cybersecurity efforts, and the Framework can contribute to developing a common language for international cooperation on critical infrastructure cybersecurity.

Overview of the Framework

The Framework is a risk-based approach to managing cybersecurity risk, and is composed of three parts: the Framework Core, the Framework Implementation Tiers, and the Framework Profiles. Each Framework component reinforces the connection between business drivers and cybersecurity activities. These components are explained below.

- The [*Framework Core*](#) is a set of cybersecurity activities, desired outcomes, and applicable references that are common across critical infrastructure sectors. The Core presents industry standards, guidelines, and practices in a manner that allows for communication of cybersecurity activities and outcomes across the organization from the executive level to the implementation/operations level. The Framework Core consists of five concurrent and continuous Functions—Identify, Protect, Detect, Respond, Recover. When considered together, these Functions provide a high-level, strategic view of the lifecycle of an organization's management of cybersecurity risk. The Framework Core

then identifies underlying key Categories and Subcategories for each Function, and matches them with example Informative References such as existing standards, guidelines, and practices for each Subcategory.

- *Framework Implementation Tiers* (“Tiers”) provide context on how an organization views cybersecurity risk and the processes in place to manage that risk. Tiers describe the degree to which an organization’s cybersecurity risk management practices exhibit the characteristics defined in the Framework (e.g., risk and threat aware, repeatable, and adaptive). The Tiers characterize an organization’s practices over a range, from Partial (Tier 1) to Adaptive (Tier 4). These Tiers reflect a progression from informal, reactive responses to approaches that are agile and risk-informed. During the Tier selection process, an organization should consider its current risk management practices, threat environment, legal and regulatory requirements, business/mission objectives, and organizational constraints.
- A *Framework Profile* (“Profile”) represents the outcomes based on business needs that an organization has selected from the Framework Categories and Subcategories. The Profile can be characterized as the alignment of standards, guidelines, and practices to the Framework Core in a particular implementation scenario. Profiles can be used to identify opportunities for improving cybersecurity posture by comparing a “Current” Profile (the “as is” state) with a “Target” Profile (the “to be” state). To develop a Profile, an organization can review all of the Categories and Subcategories and, based on business drivers and a risk assessment, determine which are most important; they can add Categories and Subcategories as needed to address the organization’s risks. The Current Profile can then be used to support prioritization and measurement of progress toward the Target Profile, while factoring in other business needs including cost-effectiveness and innovation. Profiles can be used to conduct self-assessments and communicate within an organization or between organizations.

Risk Management and the Cybersecurity Framework

Risk management is the ongoing process of identifying, assessing, and responding to risk. To manage risk, organizations should understand the likelihood that an event will occur and the resulting impact. With this information, organizations can determine the acceptable level of risk for delivery of services and can express this as their risk tolerance.

With an understanding of risk tolerance, organizations can prioritize cybersecurity activities, enabling organizations to make informed decisions about cybersecurity expenditures. Implementation of risk management programs offers organizations the ability to quantify and communicate adjustments to their cybersecurity programs. Organizations may choose to handle risk in different ways, including mitigating the risk, transferring the risk, avoiding the risk, or accepting the risk, depending on the potential impact to the delivery of critical services.

The Framework uses risk management processes to enable organizations to inform and prioritize decisions regarding cybersecurity. It supports recurring risk assessments and validation of business drivers to help organizations select target states for cybersecurity activities that reflect desired outcomes. Thus, the Framework gives organizations the ability to dynamically select and direct improvement in cybersecurity risk management for the IT and ICS environments.

The Framework is adaptive to provide a flexible and risk-based implementation that can be used with a broad array of cybersecurity risk management processes. Examples of cybersecurity risk management processes include International Organization for Standardization (ISO) 31000:2009³, ISO/IEC 27005:2011⁴, National Institute of Standards and Technology (NIST) Special Publication (SP) 800-39⁵, and the *Electricity Subsector Cybersecurity Risk Management Process* (RMP) guideline⁶.

³ International Organization for Standardization, *Risk management – Principles and guidelines*, ISO 31000:2009, 2009. <http://www.iso.org/iso/home/standards/iso31000.htm>

⁴ International Organization for Standardization/International Electrotechnical Commission, *Information technology – Security techniques – Information security risk management*, ISO/IEC 27005:2011, 2011. http://www.iso.org/iso/catalogue_detail?csnumber=56742

⁵ Joint Task Force Transformation Initiative, *Managing Information Security Risk: Organization, Mission, and Information System View*, NIST Special Publication 800-39, March 2011. <http://csrc.nist.gov/publications/nistpubs/800-39/SP800-39-final.pdf>

⁶ U.S. Department of Energy, *Electricity Subsector Cybersecurity Risk Management Process*, DOE/OE-0003, May 2012. <http://energy.gov/sites/prod/files/Cybersecurity%20Risk%20Management%20Process%20Guideline%20-%20Final%20-%20May%202012.pdf>

III. 2.0 Framework Basics

The Framework provides a common language for understanding, managing, and expressing cybersecurity risk both internally and externally. It can be used to help identify and prioritize actions for reducing cybersecurity risk, and it is a tool for aligning policy, business, and technological approaches to managing that risk. It can be used to manage cybersecurity risk across entire organizations or it can be focused on the delivery of critical services within an organization. Different types of entities – including sector coordinating structures, associations, and organizations – can use the Framework for different purposes, including the creation of common Profiles.

1 Framework Core

The *Framework Core* provides a set of activities to achieve specific cybersecurity outcomes, and references examples of guidance to achieve those outcomes. The Core is not a checklist of actions to perform. It presents key cybersecurity outcomes identified by industry as helpful in managing cybersecurity risk. The Core comprises four elements: Functions, Categories, Subcategories, and Informative References, depicted in **Figure 1**:

Functions	Categories	Subcategories	Informative References
IDENTIFY			
PROTECT			
DETECT			
RESPOND			
RECOVER			

Figure 1: Framework Core Structure

The Framework Core elements work together as follows:

- **Functions** organize basic cybersecurity activities at their highest level. These Functions are Identify, Protect, Detect, Respond, and Recover. They aid an organization in expressing its management of cybersecurity risk by organizing information, enabling risk management decisions, addressing threats, and improving by learning from previous activities. The Functions also align with existing methodologies for incident management and help show the impact of investments in cybersecurity. For example, investments in planning and exercises support timely response and recovery actions, resulting in reduced impact to the delivery of services.
- **Categories** are the subdivisions of a Function into groups of cybersecurity outcomes closely tied to programmatic needs and particular activities. Examples of Categories include “Asset Management,” “Access Control,” and “Detection Processes.”

- **Subcategories** further divide a Category into specific outcomes of technical and/or management activities. They provide a set of results that, while not exhaustive, help support achievement of the outcomes in each Category. Examples of Subcategories include “External information systems are catalogued,” “Data-at-rest is protected,” and “Notifications from detection systems are investigated.”
- **Informative References** are specific sections of standards, guidelines, and practices common among critical infrastructure sectors that illustrate a method to achieve the outcomes associated with each Subcategory. The Informative References presented in the Framework Core are illustrative and not exhaustive. They are based upon cross-sector guidance most frequently referenced during the Framework development process.⁷

The five Framework Core Functions are defined below. These Functions are not intended to form a serial path, or lead to a static desired end state. Rather, the Functions can be performed concurrently and continuously to form an operational culture that addresses the dynamic cybersecurity risk. See [Appendix A](#) for the complete Framework Core listing.

- **Identify** – Develop the organizational understanding to manage cybersecurity risk to systems, assets, data, and capabilities.

The activities in the Identify Function are foundational for effective use of the Framework. Understanding the business context, the resources that support critical functions, and the related cybersecurity risks enables an organization to focus and prioritize its efforts, consistent with its risk management strategy and business needs. Examples of outcome Categories within this Function include: Asset Management; Business Environment; Governance; Risk Assessment; and Risk Management Strategy.

- **Protect** – Develop and implement the appropriate safeguards to ensure delivery of critical infrastructure services.

The Protect Function supports the ability to limit or contain the impact of a potential cybersecurity event. Examples of outcome Categories within this Function include: Access Control; Awareness and Training; Data Security; Information Protection Processes and Procedures; Maintenance; and Protective Technology.

- **Detect** – Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.

The Detect Function enables timely discovery of cybersecurity events. Examples of outcome Categories within this Function include: Anomalies and Events; Security Continuous Monitoring; and Detection Processes.

- **Respond** – Develop and implement the appropriate activities to take action regarding a detected cybersecurity event.

⁷ NIST developed a Compendium of informative references gathered from the Request for Information (RFI) input, Cybersecurity Framework workshops, and stakeholder engagement during the Framework development process. The Compendium includes standards, guidelines, and practices to assist with implementation. The Compendium is not intended to be an exhaustive list, but rather a starting point based on initial stakeholder input. The Compendium and other supporting material can be found at <http://www.nist.gov/cyberframework/>.

The Respond Function supports the ability to contain the impact of a potential cybersecurity event. Examples of outcome Categories within this Function include: Response Planning; Communications; Analysis; Mitigation; and Improvements.

- **Recover** – Develop and implement the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.

The Recover Function supports timely recovery to normal operations to reduce the impact from a cybersecurity event. Examples of outcome Categories within this Function include: Recovery Planning; Improvements; and Communications.

2 Framework Implementation Tiers

The Framework Implementation Tiers (“Tiers”) provide context on how an organization views cybersecurity risk and the processes in place to manage that risk. The Tiers range from Partial (Tier 1) to Adaptive (Tier 4) and describe an increasing degree of rigor and sophistication in cybersecurity risk management practices and the extent to which cybersecurity risk management is informed by business needs and is integrated into an organization’s overall risk management practices. Risk management considerations include many aspects of cybersecurity, including the degree to which privacy and civil liberties considerations are integrated into an organization’s management of cybersecurity risk and potential risk responses.

The Tier selection process considers an organization’s current risk management practices, threat environment, legal and regulatory requirements, business/mission objectives, and organizational constraints. Organizations should determine the desired Tier, ensuring that the selected level meets the organizational goals, is feasible to implement, and reduces cybersecurity risk to critical assets and resources to levels acceptable to the organization. Organizations should consider leveraging external guidance obtained from Federal government departments and agencies, Information Sharing and Analysis Centers (ISACs), existing maturity models, or other sources to assist in determining their desired tier.

While organizations identified as Tier 1 (Partial) are encouraged to consider moving toward Tier 2 or greater, Tiers do not represent maturity levels. Progression to higher Tiers is encouraged when such a change would reduce cybersecurity risk and be cost effective. Successful implementation of the Framework is based upon achievement of the outcomes described in the organization’s Target Profile(s) and not upon Tier determination.

The Tier definitions are as follows:

Tier 1: Partial

- *Risk Management Process* – Organizational cybersecurity risk management practices are not formalized, and risk is managed in an *ad hoc* and sometimes reactive manner. Prioritization of cybersecurity activities may not be directly informed by organizational risk objectives, the threat environment, or business/mission requirements.
- *Integrated Risk Management Program* – There is limited awareness of cybersecurity risk at the organizational level and an organization-wide approach to managing cybersecurity risk has not been established. The organization implements cybersecurity risk management on an irregular, case-by-case basis due to varied experience or information gained from outside sources. The organization may not have processes that enable cybersecurity information to be shared within the organization.
- *External Participation* – An organization may not have the processes in place to participate in coordination or collaboration with other entities.

Tier 2: Risk Informed

- *Risk Management Process* – Risk management practices are approved by management but may not be established as organizational-wide policy. Prioritization of cybersecurity activities is directly informed by organizational risk objectives, the threat environment, or business/mission requirements.
- *Integrated Risk Management Program* – There is an awareness of cybersecurity risk at the organizational level but an organization-wide approach to managing cybersecurity risk has not been established. Risk-informed, management-approved processes and procedures are defined and implemented, and staff has adequate resources to perform their cybersecurity duties. Cybersecurity information is shared within the organization on an informal basis.
- *External Participation* – The organization knows its role in the larger ecosystem, but has not formalized its capabilities to interact and share information externally.

Tier 3: Repeatable

- *Risk Management Process* – The organization's risk management practices are formally approved and expressed as policy. Organizational cybersecurity practices are regularly updated based on the application of risk management processes to changes in business/mission requirements and a changing threat and technology landscape.
- *Integrated Risk Management Program* – There is an organization-wide approach to manage cybersecurity risk. Risk-informed policies, processes, and procedures are defined, implemented as intended, and reviewed. Consistent methods are in place to respond effectively to changes in risk. Personnel possess the knowledge and skills to perform their appointed roles and responsibilities.
- *External Participation* – The organization understands its dependencies and partners and receives information from these partners that enables collaboration and risk-based management decisions within the organization in response to events.

Tier 4: Adaptive

- *Risk Management Process* – The organization adapts its cybersecurity practices based on lessons learned and predictive indicators derived from previous and current cybersecurity activities. Through a process of continuous improvement incorporating advanced cybersecurity technologies and practices, the organization actively adapts to a changing cybersecurity landscape and responds to evolving and sophisticated threats in a timely manner.
- *Integrated Risk Management Program* – There is an organization-wide approach to managing cybersecurity risk that uses risk-informed policies, processes, and procedures to address potential cybersecurity events. Cybersecurity risk management is part of the organizational culture and evolves from an awareness of previous activities, information shared by other sources, and continuous awareness of activities on their systems and networks.
- *External Participation* – The organization manages risk and actively shares information with partners to ensure that accurate, current information is being distributed and consumed to improve cybersecurity before a cybersecurity event occurs.

Framework Profile

The Framework Profile (“Profile”) is the alignment of the Functions, Categories, and Subcategories with the business requirements, risk tolerance, and resources of the organization. A Profile enables organizations to establish a roadmap for reducing cybersecurity risk that is well aligned with organizational and sector goals, considers legal/regulatory requirements and industry best practices, and reflects risk management priorities. Given the complexity of many organizations, they may choose to have multiple profiles, aligned with particular components and recognizing their individual needs.

Framework Profiles can be used to describe the current state or the desired target state of specific cybersecurity activities. The Current Profile indicates the cybersecurity outcomes that are currently being achieved. The Target Profile indicates the outcomes needed to achieve the desired cybersecurity risk management goals. Profiles support business/mission requirements and aid in the communication of risk within and between organizations. This Framework document does not prescribe Profile templates, allowing for flexibility in implementation.

Comparison of Profiles (e.g., the Current Profile and Target Profile) may reveal gaps to be addressed to meet cybersecurity risk management objectives. An action plan to address these gaps can contribute to the roadmap described above. Prioritization of gap mitigation is driven by the organization’s business needs and risk management processes. This risk-based approach enables an organization to gauge resource estimates (e.g., staffing, funding) to achieve cybersecurity goals in a cost-effective, prioritized manner.

Coordination of Framework Implementation

Figure 2 describes a common flow of information and decisions at the following levels within an organization:

- Executive
- Business/Process
- Implementation/Operations

The executive level communicates the mission priorities, available resources, and overall risk tolerance to the business/process level. The business/process level uses the information as inputs into the risk management process, and then collaborates with the implementation/operations level to communicate business needs and create a Profile. The implementation/operations level communicates the Profile implementation progress to the business/process level. The business/process level uses this information to perform an impact assessment. Business/process level management reports the outcomes of that impact assessment to the executive level to inform the organization's overall risk management process and to the implementation/operations level for awareness of business impact.

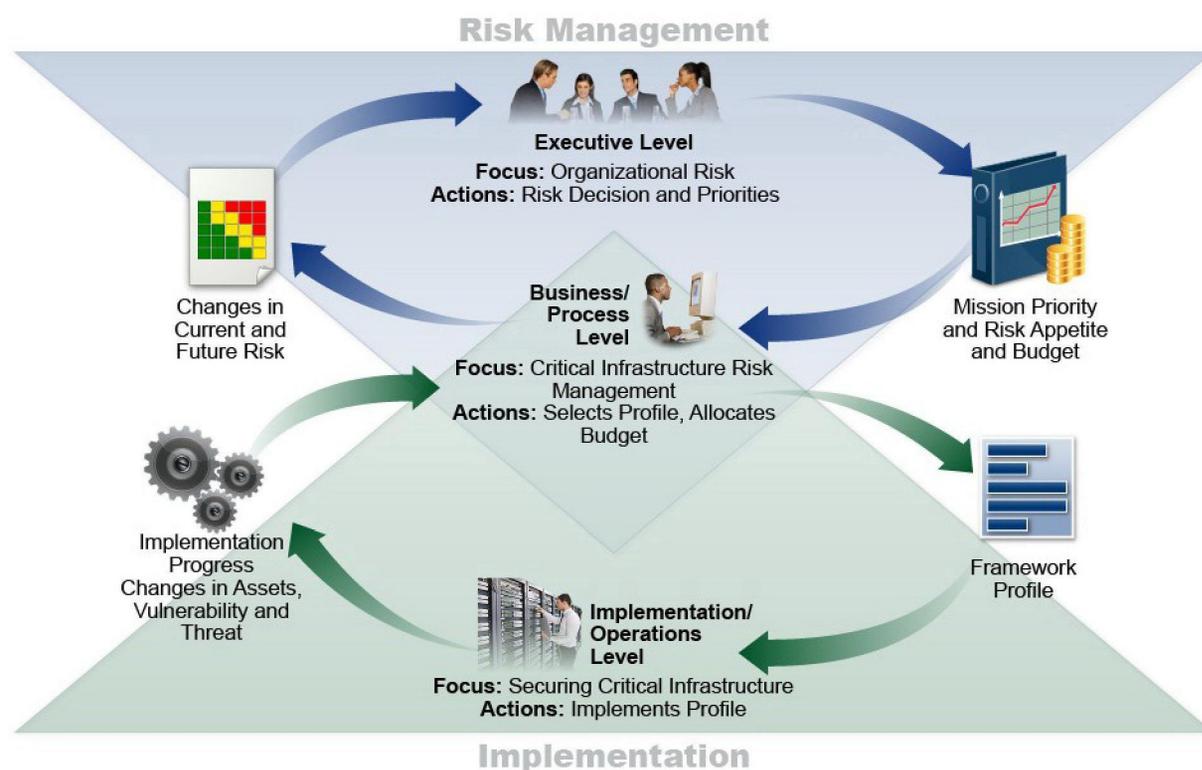


Figure 2: Notional Information and Decision Flows within an Organization

IV. 3.0 How to Use the Framework

An organization can use the Framework as a key part of its systematic process for identifying, assessing, and managing cybersecurity risk. The Framework is not designed to replace existing processes; an organization can use its current process and overlay it onto the Framework to determine gaps in its current cybersecurity risk approach and develop a roadmap to improvement. Utilizing the Framework as a cybersecurity risk management tool, an organization can determine activities that are most important to critical service delivery and prioritize expenditures to maximize the impact of the investment.

The Framework is designed to complement existing business and cybersecurity operations. It can serve as the foundation for a new cybersecurity program or a mechanism for improving an existing program. The Framework provides a means of expressing cybersecurity requirements to business partners and customers and can help identify gaps in an organization's cybersecurity practices. It also provides a general set of considerations and processes for considering privacy and civil liberties implications in the context of a cybersecurity program.

The following sections present different ways in which organizations can use the Framework.

Basic Review of Cybersecurity Practices

The Framework can be used to compare an organization's current cybersecurity activities with those outlined in the Framework Core. Through the creation of a Current Profile, organizations can examine the extent to which they are achieving the outcomes described in the Core Categories and Subcategories, aligned with the five high-level Functions: Identify, Protect, Detect, Respond, and Recover. An organization may find that it is already achieving the desired outcomes, thus managing cybersecurity commensurate with the known risk. Conversely, an organization may determine that it has opportunities to (or needs to) improve. The organization can use that information to develop an action plan to strengthen existing cybersecurity practices and reduce cybersecurity risk. An organization may also find that it is overinvesting to achieve certain outcomes. The organization can use this information to reprioritize resources to strengthen other cybersecurity practices.

While they do not replace a risk management process, these five high-level Functions will provide a concise way for senior executives and others to distill the fundamental concepts of cybersecurity risk so that they can assess how identified risks are managed, and how their organization stacks up at a high level against existing cybersecurity standards, guidelines, and practices. The Framework can also help an organization answer fundamental questions, including "How are we doing?" Then they can move in a more informed way to strengthen their cybersecurity practices where and when deemed necessary.

Establishing or Improving a Cybersecurity Program

The following steps illustrate how an organization could use the Framework to create a new cybersecurity program or improve an existing program. These steps should be repeated as necessary to continuously improve cybersecurity.

Step 1: Prioritize and Scope. The organization identifies its business/mission objectives and high-level organizational priorities. With this information, the organization makes strategic decisions regarding cybersecurity implementations and determines the scope of systems and assets that support the selected business line or process. The Framework can be adapted to support the different business lines or processes within an organization, which may have different business needs and associated risk tolerance.

Step 2: Orient. Once the scope of the cybersecurity program has been determined for the business line or process, the organization identifies related systems and assets, regulatory requirements, and overall risk approach. The organization then identifies threats to, and vulnerabilities of, those systems and assets.

Step 3: Create a Current Profile. The organization develops a Current Profile by indicating which Category and Subcategory outcomes from the Framework Core are currently being achieved.

Step 4: Conduct a Risk Assessment. This assessment could be guided by the organization's overall risk management process or previous risk assessment activities. The organization analyzes the operational environment in order to discern the likelihood of a cybersecurity event and the impact that the event could have on the organization. It is important that organizations seek to incorporate emerging risks and threat and vulnerability data to facilitate a robust understanding of the likelihood and impact of cybersecurity events.

Step 5: Create a Target Profile. The organization creates a Target Profile that focuses on the assessment of the Framework Categories and Subcategories describing the organization's desired cybersecurity outcomes. Organizations also may develop their own additional Categories and Subcategories to account for unique organizational risks. The organization may also consider influences and requirements of external stakeholders such as sector entities, customers, and business partners when creating a Target Profile.

Step 6: Determine, Analyze, and Prioritize Gaps. The organization compares the Current Profile and the Target Profile to determine gaps. Next it creates a prioritized action plan to address those gaps that draws upon mission drivers, a cost/benefit analysis, and understanding of risk to achieve the outcomes in the Target Profile. The organization then determines resources necessary to address the gaps. Using Profiles in this manner enables the organization to make informed decisions about cybersecurity activities, supports risk management, and enables the organization to perform cost-effective, targeted improvements.

Step 7: Implement Action Plan. The organization determines which actions to take in regards to the gaps, if any, identified in the previous step. It then monitors its current cybersecurity practices against the Target Profile. For further guidance, the Framework identifies example Informative References regarding the Categories and Subcategories, but organizations should determine which standards, guidelines, and practices, including those that are sector specific, work best for their needs.

An organization may repeat the steps as needed to continuously assess and improve its cybersecurity. For instance, organizations may find that more frequent repetition of the orient

step improves the quality of risk assessments. Furthermore, organizations may monitor progress through iterative updates to the Current Profile, subsequently comparing the Current Profile to the Target Profile. Organizations may also utilize this process to align their cybersecurity program with their desired Framework Implementation Tier.

3 Communicating Cybersecurity Requirements with Stakeholders

The Framework provides a common language to communicate requirements among interdependent stakeholders responsible for the delivery of essential critical infrastructure services. Examples include:

- An organization may utilize a Target Profile to express cybersecurity risk management requirements to an external service provider (e.g., a cloud provider to which it is exporting data).
- An organization may express its cybersecurity state through a Current Profile to report results or to compare with acquisition requirements.
- A critical infrastructure owner/operator, having identified an external partner on whom that infrastructure depends, may use a Target Profile to convey required Categories and Subcategories.
- A critical infrastructure sector may establish a Target Profile that can be used among its constituents as an initial baseline Profile to build their tailored Target Profiles.

Identifying Opportunities for New or Revised Informative References

The Framework can be used to identify opportunities for new or revised standards, guidelines, or practices where additional Informative References would help organizations address emerging needs. An organization implementing a given Subcategory, or developing a new Subcategory, might discover that there are few Informative References, if any, for a related activity. To address that need, the organization might collaborate with technology leaders and/or standards bodies to draft, develop, and coordinate standards, guidelines, or practices.

Methodology to Protect Privacy and Civil Liberties

This section describes a methodology as required by the Executive Order to address individual privacy and civil liberties implications that may result from cybersecurity operations. This methodology is intended to be a general set of considerations and processes since privacy and civil liberties implications may differ by sector or over time and organizations may address these considerations and processes with a range of technical implementations. Nonetheless, not all activities in a cybersecurity program may give rise to these considerations. Consistent with Section 3.4, technical privacy standards, guidelines, and additional best practices may need to be developed to support improved technical implementations.

Privacy and civil liberties implications may arise when personal information is used, collected, processed, maintained, or disclosed in connection with an organization's cybersecurity activities. Some examples of activities that bear privacy or civil liberties considerations may include: cybersecurity activities that result in the over-collection or over-retention of personal information; disclosure or use of personal information unrelated to cybersecurity activities; cybersecurity mitigation activities that result in denial of service or other similar potentially

adverse impacts, including activities such as some types of incident detection or monitoring that may impact freedom of expression or association.

The government and agents of the government have a direct responsibility to protect civil liberties arising from cybersecurity activities. As referenced in the methodology below, government or agents of the government that own or operate critical infrastructure should have a process in place to support compliance of cybersecurity activities with applicable privacy laws, regulations, and Constitutional requirements.

To address privacy implications, organizations may consider how, in circumstances where such measures are appropriate, their cybersecurity program might incorporate privacy principles such as: data minimization in the collection, disclosure, and retention of personal information material related to the cybersecurity incident; use limitations outside of cybersecurity activities on any information collected specifically for cybersecurity activities; transparency for certain cybersecurity activities; individual consent and redress for adverse impacts arising from use of personal information in cybersecurity activities; data quality, integrity, and security; and accountability and auditing.

As organizations assess the Framework Core in [Appendix A](#), the following processes and activities may be considered as a means to address the above-referenced privacy and civil liberties implications:

Governance of cybersecurity risk

- An organization's assessment of cybersecurity risk and potential risk responses considers the privacy implications of its cybersecurity program
- Individuals with cybersecurity-related privacy responsibilities report to appropriate management and are appropriately trained
- Process is in place to support compliance of cybersecurity activities with applicable privacy laws, regulations, and Constitutional requirements
- Process is in place to assess implementation of the foregoing organizational measures and controls

Approaches to identifying and authorizing individuals to access organizational assets and systems

- Steps are taken to identify and address the privacy implications of access control measures to the extent that they involve collection, disclosure, or use of personal information

Awareness and training measures

- Applicable information from organizational privacy policies is included in cybersecurity workforce training and awareness activities
- Service providers that provide cybersecurity-related services for the organization are informed about the organization's applicable privacy policies

Anomalous activity detection and system and assets monitoring

- Process is in place to conduct a privacy review of an organization's anomalous activity detection and cybersecurity monitoring

Response activities, including information sharing or other mitigation efforts

- Process is in place to assess and address whether, when, how, and the extent to which personal information is shared outside the organization as part of cybersecurity information sharing activities
- Process is in place to conduct a privacy review of an organization's cybersecurity mitigation efforts

V. **Appendix A: Framework Core**

This appendix presents the Framework Core: a listing of Functions, Categories, Subcategories, and Informative References that describe specific cybersecurity activities that are common across all critical infrastructure sectors. The chosen presentation format for the Framework Core does not suggest a specific implementation order or imply a degree of importance of the Categories, Subcategories, and Informative References. The Framework Core presented in this appendix represents a common set of activities for managing cybersecurity risk. While the Framework is not exhaustive, it is extensible, allowing organizations, sectors, and other entities to use Subcategories and Informative References that are cost-effective and efficient and that enable them to manage their cybersecurity risk. Activities can be selected from the Framework Core during the Profile creation process and additional Categories, Subcategories, and Informative References may be added to the Profile. An organization's risk management processes, legal/regulatory requirements, business/mission objectives, and organizational constraints guide the selection of these activities during Profile creation. Personal information is considered a component of data or assets referenced in the Categories when assessing security risks and protections.

While the intended outcomes identified in the Functions, Categories, and Subcategories are the same for IT and ICS, the operational environments and considerations for IT and ICS differ. ICS have a direct effect on the physical world, including potential risks to the health and safety of individuals, and impact on the environment. Additionally, ICS have unique performance and reliability requirements compared with IT, and the goals of safety and efficiency must be considered when implementing cybersecurity measures.

For ease of use, each component of the Framework Core is given a unique identifier. Functions and Categories each have a unique alphabetic identifier, as shown in Table 1. Subcategories within each Category are referenced numerically; the unique identifier for each Subcategory is included in Table 2.

Additional supporting material relating to the Framework can be found on the NIST website at <http://www.nist.gov/cyberframework/>.

Table 1: Function and Category Unique Identifiers

Function Unique Identifier	Function	Category Unique Identifier	Category
ID	Identify	ID.AM	Asset Management
		ID.BE	Business Environment
		ID.GV	Governance
		ID.RA	Risk Assessment
		ID.RM	Risk Management Strategy
PR	Protect	PR.AC	Access Control
		PR.AT	Awareness and Training
		PR.DS	Data Security
		PR.IP	Information Protection Processes and Procedures
		PR.MA	Maintenance
		PR.PT	Protective Technology
DE	Detect	DE.AE	Anomalies and Events
		DE.CM	Security Continuous Monitoring
		DE.DP	Detection Processes
RS	Respond	RS.RP	Response Planning
		RS.CO	Communications
		RS.AN	Analysis
		RS.MI	Mitigation
		RS.IM	Improvements
RC	Recover	RC.RP	Recovery Planning
		RC.IM	Improvements
		RC.CO	Communications

Table 2: Framework Core

Function	Category	Subcategory	Informative References
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to business objectives and the organization's risk strategy.	ID.AM-1: Physical devices and systems within the organization are inventoried	<ul style="list-style-type: none"> • CCS CSC 1 • COBIT 5 BAI09.01, BAI09.02 • ISA 62443-2-1:2009 4.2.3.4 • ISA 62443-3-3:2013 SR 7.8 • ISO/IEC 27001:2013 A.8.1.1, A.8.1.2 • NIST SP 800-53 Rev. 4 CM-8
		ID.AM-2: Software platforms and applications within the organization are inventoried	<ul style="list-style-type: none"> • CCS CSC 2 • COBIT 5 BAI09.01, BAI09.02, BAI09.05 • ISA 62443-2-1:2009 4.2.3.4 • ISA 62443-3-3:2013 SR 7.8 • ISO/IEC 27001:2013 A.8.1.1, A.8.1.2 • NIST SP 800-53 Rev. 4 CM-8
		ID.AM-3: Organizational communication and data flows are mapped	<ul style="list-style-type: none"> • CCS CSC 1 • COBIT 5 DSS05.02 • ISA 62443-2-1:2009 4.2.3.4 • ISO/IEC 27001:2013 A.13.2.1 • NIST SP 800-53 Rev. 4 AC-4, CA-3, CA-9, PL-8
		ID.AM-4: External information systems are catalogued	<ul style="list-style-type: none"> • COBIT 5 APO02.02 • ISO/IEC 27001:2013 A.11.2.6 • NIST SP 800-53 Rev. 4 AC-20, SA-9
		ID.AM-5: Resources (e.g., hardware, devices, data, and software) are prioritized based on their classification, criticality, and business value	<ul style="list-style-type: none"> • COBIT 5 APO03.03, APO03.04, BAI09.02 • ISA 62443-2-1:2009 4.2.3.6 • ISO/IEC 27001:2013 A.8.2.1 • NIST SP 800-53 Rev. 4 CP-2, RA-2, SA-14
		ID.AM-6: Cybersecurity roles and responsibilities for the entire workforce and third-party stakeholders (e.g., suppliers, customers, partners) are established	<ul style="list-style-type: none"> • COBIT 5 APO01.02, DSS06.03 • ISA 62443-2-1:2009 4.3.2.3.3 • ISO/IEC 27001:2013 A.6.1.1

Function	Category	Subcategory	Informative References
	Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.		<ul style="list-style-type: none"> • NIST SP 800-53 Rev. 4 CP-2, PS-7, PM-11
		ID.BE-1: The organization's role in the supply chain is identified and communicated	<ul style="list-style-type: none"> • COBIT 5 APO08.04, APO08.05, APO10.03, APO10.04, APO10.05 • ISO/IEC 27001:2013 A.15.1.3, A.15.2.1, A.15.2.2 • NIST SP 800-53 Rev. 4 CP-2, SA-12
		ID.BE-2: The organization's place in critical infrastructure and its industry sector is identified and communicated	<ul style="list-style-type: none"> • COBIT 5 APO02.06, APO03.01 • NIST SP 800-53 Rev. 4 PM-8
		ID.BE-3: Priorities for organizational mission, objectives, and activities are established and communicated	<ul style="list-style-type: none"> • COBIT 5 APO02.01, APO02.06, APO03.01 • ISA 62443-2-1:2009 4.2.2.1, 4.2.3.6 • NIST SP 800-53 Rev. 4 PM-11, SA-14
		ID.BE-4: Dependencies and critical functions for delivery of critical services are established	<ul style="list-style-type: none"> • ISO/IEC 27001:2013 A.11.2.2, A.11.2.3, A.12.1.3 • NIST SP 800-53 Rev. 4 CP-8, PE-9, PE-11, PM-8, SA-14
		ID.BE-5: Resilience requirements to support delivery of critical services are established	<ul style="list-style-type: none"> • COBIT 5 DSS04.02 • ISO/IEC 27001:2013 A.11.1.4, A.17.1.1, A.17.1.2, A.17.2.1 • NIST SP 800-53 Rev. 4 CP-2, CP-11, SA-14
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	ID.GV-1: Organizational information security policy is established	<ul style="list-style-type: none"> • COBIT 5 APO01.03, EDM01.01, EDM01.02 • ISA 62443-2-1:2009 4.3.2.6 • ISO/IEC 27001:2013 A.5.1.1 • NIST SP 800-53 Rev. 4 -1 controls from all families
		ID.GV-2: Information security roles & responsibilities are coordinated and aligned with internal roles and external partners	<ul style="list-style-type: none"> • COBIT 5 APO13.12 • ISA 62443-2-1:2009 4.3.2.3.3 • ISO/IEC 27001:2013 A.6.1.1, A.7.2.1 • NIST SP 800-53 Rev. 4 PM-1, PS-7
		ID.GV-3: Legal and regulatory requirements regarding cybersecurity,	<ul style="list-style-type: none"> • COBIT 5 MEA03.01, MEA03.04 • ISA 62443-2-1:2009 4.4.3.7

Function	Category	Subcategory	Informative References
		including privacy and civil liberties obligations, are understood and managed	<ul style="list-style-type: none"> • ISO/IEC 27001:2013 A.18.1 • NIST SP 800-53 Rev. 4 -1 controls from all families (except PM-1)
		ID.GV-4: Governance and risk management processes address cybersecurity risks	<ul style="list-style-type: none"> • COBIT 5 DSS04.02 • ISA 62443-2-1:2009 4.2.3.1, 4.2.3.3, 4.2.3.8, 4.2.3.9, 4.2.3.11, 4.3.2.4.3, 4.3.2.6.3 • NIST SP 800-53 Rev. 4 PM-9, PM-11
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	ID.RA-1: Asset vulnerabilities are identified and documented	<ul style="list-style-type: none"> • CCS CSC 4 • COBIT 5 APO12.01, APO12.02, APO12.03, APO12.04 • ISA 62443-2-1:2009 4.2.3, 4.2.3.7, 4.2.3.9, 4.2.3.12 • ISO/IEC 27001:2013 A.12.6.1, A.18.2.3 • NIST SP 800-53 Rev. 4 CA-2, CA-7, CA-8, RA-3, RA-5, SA-5, SA-11, SI-2, SI-4, SI-5
ID.RA-2: Threat and vulnerability information is received from information sharing forums and sources		<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.2.3, 4.2.3.9, 4.2.3.12 • ISO/IEC 27001:2013 A.6.1.4 • NIST SP 800-53 Rev. 4 PM-15, PM-16, SI-5 	
ID.RA-3: Threats, both internal and external, are identified and documented		<ul style="list-style-type: none"> • COBIT 5 APO12.01, APO12.02, APO12.03, APO12.04 • ISA 62443-2-1:2009 4.2.3, 4.2.3.9, 4.2.3.12 • NIST SP 800-53 Rev. 4 RA-3, SI-5, PM-12, PM-16 	
ID.RA-4: Potential business impacts and likelihoods are identified		<ul style="list-style-type: none"> • COBIT 5 DSS04.02 • ISA 62443-2-1:2009 4.2.3, 4.2.3.9, 4.2.3.12 • NIST SP 800-53 Rev. 4 RA-2, RA-3, PM-9, PM-11, SA-14 	
ID.RA-5: Threats, vulnerabilities, likelihoods, and impacts are used to determine risk		<ul style="list-style-type: none"> • COBIT 5 APO12.02 • ISO/IEC 27001:2013 A.12.6.1 • NIST SP 800-53 Rev. 4 RA-2, RA-3, PM-16 	
ID.RA-6: Risk responses are identified and		<ul style="list-style-type: none"> • COBIT 5 APO12.05, APO13.02 	

Function	Category	Subcategory	Informative References
PROTECT (PR)	Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	prioritized	<ul style="list-style-type: none"> • NIST SP 800-53 Rev. 4 PM-4, PM-9
		ID.RM-1: Risk management processes are established, managed, and agreed to by organizational stakeholders	<ul style="list-style-type: none"> • COBIT 5 APO12.04, APO12.05, APO13.02, BAI02.03, BAI04.02 • ISA 62443-2-1:2009 4.3.4.2 • NIST SP 800-53 Rev. 4 PM-9
		ID.RM-2: Organizational risk tolerance is determined and clearly expressed	<ul style="list-style-type: none"> • COBIT 5 APO12.06 • ISA 62443-2-1:2009 4.3.2.6.5 • NIST SP 800-53 Rev. 4 PM-9
	ID.RM-3: The organization's determination of risk tolerance is informed by its role in critical infrastructure and sector specific risk analysis	<ul style="list-style-type: none"> • NIST SP 800-53 Rev. 4 PM-8, PM-9, PM-11, SA-14 	
	Access Control (PR.AC): Access to assets and associated facilities is limited to authorized users, processes, or devices, and to authorized activities and transactions.	PR.AC-1: Identities and credentials are managed for authorized devices and users	<ul style="list-style-type: none"> • CCS CSC 16 • COBIT 5 DSS05.04, DSS06.03 • ISA 62443-2-1:2009 4.3.3.5.1 • ISA 62443-3-3:2013 SR 1.1, SR 1.2, SR 1.3, SR 1.4, SR 1.5, SR 1.7, SR 1.8, SR 1.9 • ISO/IEC 27001:2013 A.9.2.1, A.9.2.2, A.9.2.4, A.9.3.1, A.9.4.2, A.9.4.3 • NIST SP 800-53 Rev. 4 AC-2, IA Family
		PR.AC-2: Physical access to assets is managed and protected	<ul style="list-style-type: none"> • COBIT 5 DSS01.04, DSS05.05 • ISA 62443-2-1:2009 4.3.3.3.2, 4.3.3.3.8 • ISO/IEC 27001:2013 A.11.1.1, A.11.1.2, A.11.1.4, A.11.1.6, A.11.2.3 • NIST SP 800-53 Rev. 4 PE-2, PE-3, PE-4, PE-5, PE-6, PE-9
PR.AC-3: Remote access is managed		<ul style="list-style-type: none"> • COBIT 5 APO13.01, DSS01.04, DSS05.03 • ISA 62443-2-1:2009 4.3.3.6.6 • ISA 62443-3-3:2013 SR 1.13, SR 2.6 • ISO/IEC 27001:2013 A.6.2.2, A.13.1.1, A.13.2.1 	

Function	Category	Subcategory	Informative References
			<ul style="list-style-type: none"> • NIST SP 800-53 Rev. 4 AC-17, AC-19, AC-20
		<p>PR.AC-4: Access permissions are managed, incorporating the principles of least privilege and separation of duties</p>	<ul style="list-style-type: none"> • CCS CSC 12, 15 • ISA 62443-2-1:2009 4.3.3.7.3 • ISA 62443-3-3:2013 SR 2.1 • ISO/IEC 27001:2013 A.6.1.2, A.9.1.2, A.9.2.3, A.9.4.1, A.9.4.4 • NIST SP 800-53 Rev. 4 AC-2, AC-3, AC-5, AC-6, AC-16
		<p>PR.AC-5: Network integrity is protected, incorporating network segregation where appropriate</p>	<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.3.3.4 • ISA 62443-3-3:2013 SR 3.1, SR 3.8 • ISO/IEC 27001:2013 A.13.1.1, A.13.1.3, A.13.2.1 • NIST SP 800-53 Rev. 4 AC-4, SC-7
	<p>Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are adequately trained to perform their information security-related duties and responsibilities consistent with related policies, procedures, and agreements.</p>	<p>PR.AT-1: All users are informed and trained</p>	<ul style="list-style-type: none"> • CCS CSC 9 • COBIT 5 APO07.03, BAI05.07 • ISA 62443-2-1:2009 4.3.2.4.2 • ISO/IEC 27001:2013 A.7.2.2 • NIST SP 800-53 Rev. 4 AT-2, PM-13
	<p>PR.AT-2: Privileged users understand roles & responsibilities</p>	<ul style="list-style-type: none"> • CCS CSC 9 • COBIT 5 APO07.02, DSS06.03 • ISA 62443-2-1:2009 4.3.2.4.2, 4.3.2.4.3 • ISO/IEC 27001:2013 A.6.1.1, A.7.2.2 • NIST SP 800-53 Rev. 4 AT-3, PM-13 	
	<p>PR.AT-3: Third-party stakeholders (e.g., suppliers, customers, partners) understand roles & responsibilities</p>	<ul style="list-style-type: none"> • CCS CSC 9 • COBIT 5 APO07.03, APO10.04, APO10.05 • ISA 62443-2-1:2009 4.3.2.4.2 • ISO/IEC 27001:2013 A.6.1.1, A.7.2.2 • NIST SP 800-53 Rev. 4 PS-7, SA-9 	
	<p>PR.AT-4: Senior executives understand roles & responsibilities</p>	<ul style="list-style-type: none"> • CCS CSC 9 • COBIT 5 APO07.03 	

Function	Category	Subcategory	Informative References
			<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.3.2.4.2 • ISO/IEC 27001:2013 A.6.1.1, A.7.2.2, • NIST SP 800-53 Rev. 4 AT-3, PM-13
		PR.AT-5: Physical and information security personnel understand roles & responsibilities	<ul style="list-style-type: none"> • CCS CSC 9 • COBIT 5 APO07.03 • ISA 62443-2-1:2009 4.3.2.4.2 • ISO/IEC 27001:2013 A.6.1.1, A.7.2.2, • NIST SP 800-53 Rev. 4 AT-3, PM-13
	Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	PR.DS-1: Data-at-rest is protected	<ul style="list-style-type: none"> • CCS CSC 17 • COBIT 5 APO01.06, BAI02.01, BAI06.01, DSS06.06 • ISA 62443-3-3:2013 SR 3.4, SR 4.1 • ISO/IEC 27001:2013 A.8.2.3 • NIST SP 800-53 Rev. 4 SC-28
		PR.DS-2: Data-in-transit is protected	<ul style="list-style-type: none"> • CCS CSC 17 • COBIT 5 APO01.06, DSS06.06 • ISA 62443-3-3:2013 SR 3.1, SR 3.8, SR 4.1, SR 4.2 • ISO/IEC 27001:2013 A.8.2.3, A.13.1.1, A.13.2.1, A.13.2.3, A.14.1.2, A.14.1.3 • NIST SP 800-53 Rev. 4 SC-8
		PR.DS-3: Assets are formally managed throughout removal, transfers, and disposition	<ul style="list-style-type: none"> • COBIT 5 BAI09.03 • ISA 62443-2-1:2009 4. 4.3.3.3.9, 4.3.4.4.1 • ISA 62443-3-3:2013 SR 4.2 • ISO/IEC 27001:2013 A.8.2.3, A.8.3.1, A.8.3.2, A.8.3.3, A.11.2.7 • NIST SP 800-53 Rev. 4 CM-8, MP-6, PE-16
		PR.DS-4: Adequate capacity to ensure availability is maintained	<ul style="list-style-type: none"> • COBIT 5 APO13.01 • ISA 62443-3-3:2013 SR 7.1, SR 7.2 • ISO/IEC 27001:2013 A.12.3.1

Function	Category	Subcategory	Informative References
			<ul style="list-style-type: none"> • NIST SP 800-53 Rev. 4 AU-4, CP-2, SC-5
		PR.DS-5: Protections against data leaks are implemented	<ul style="list-style-type: none"> • CCS CSC 17 • COBIT 5 APO01.06 • ISA 62443-3-3:2013 SR 5.2 • ISO/IEC 27001:2013 A.6.1.2, A.7.1.1, A.7.1.2, A.7.3.1, A.8.2.2, A.8.2.3, A.9.1.1, A.9.1.2, A.9.2.3, A.9.4.1, A.9.4.4, A.9.4.5, A.13.1.3, A.13.2.1, A.13.2.3, A.13.2.4, A.14.1.2, A.14.1.3 • NIST SP 800-53 Rev. 4 AC-4, AC-5, AC-6, PE-19, PS-3, PS-6, SC-7, SC-8, SC-13, SC-31, SI-4
		PR.DS-6: Integrity checking mechanisms are used to verify software, firmware, and information integrity	<ul style="list-style-type: none"> • ISA 62443-3-3:2013 SR 3.1, SR 3.3, SR 3.4, SR 3.8 • ISO/IEC 27001:2013 A.12.2.1, A.12.5.1, A.14.1.2, A.14.1.3 • NIST SP 800-53 Rev. 4 SI-7
		PR.DS-7: The development and testing environment(s) are separate from the production environment	<ul style="list-style-type: none"> • COBIT 5 BAI07.04 • ISO/IEC 27001:2013 A.12.1.4 • NIST SP 800-53 Rev. 4 CM-2
	Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.		<ul style="list-style-type: none"> • CCS CSC 3, 10 • COBIT 5 BAI10.01, BAI10.02, BAI10.03, BAI10.05 • ISA 62443-2-1:2009 4.3.4.3.2, 4.3.4.3.3 • ISA 62443-3-3:2013 SR 7.6 • ISO/IEC 27001:2013 A.12.1.2, A.12.5.1, A.12.6.2, A.14.2.2, A.14.2.3, A.14.2.4 • NIST SP 800-53 Rev. 4 CM-2, CM-3, CM-4, CM-5, CM-6, CM-7, CM-9, SA-10
		PR.IP-1: A baseline configuration of information technology/industrial control systems is created and maintained	<ul style="list-style-type: none"> • COBIT 5 APO13.01 • ISA 62443-2-1:2009 4.3.4.3.3 • ISO/IEC 27001:2013 A.6.1.5, A.14.1.1, A.14.2.1, A.14.2.5
		PR.IP-2: A System Development Life Cycle to manage systems is implemented	

Function	Category	Subcategory	Informative References
			<ul style="list-style-type: none"> • NIST SP 800-53 Rev. 4 SA-3, SA-4, SA-8, SA-10, SA-11, SA-12, SA-15, SA-17, PL-8
		PR.IP-3: Configuration change control processes are in place	<ul style="list-style-type: none"> • COBIT 5 BAI06.01, BAI01.06 • ISA 62443-2-1:2009 4.3.4.3.2, 4.3.4.3.3 • ISA 62443-3-3:2013 SR 7.6 • ISO/IEC 27001:2013 A.12.1.2, A.12.5.1, A.12.6.2, A.14.2.2, A.14.2.3, A.14.2.4 • NIST SP 800-53 Rev. 4 CM-3, CM-4, SA-10
		PR.IP-4: Backups of information are conducted, maintained, and tested periodically	<ul style="list-style-type: none"> • COBIT 5 APO13.01 • ISA 62443-2-1:2009 4.3.4.3.9 • ISA 62443-3-3:2013 SR 7.3, SR 7.4 • ISO/IEC 27001:2013 A.12.3.1, A.17.1.2A.17.1.3, A.18.1.3 • NIST SP 800-53 Rev. 4 CP-4, CP-6, CP-9
		PR.IP-5: Policy and regulations regarding the physical operating environment for organizational assets are met	<ul style="list-style-type: none"> • COBIT 5 DSS01.04, DSS05.05 • ISA 62443-2-1:2009 4.3.3.3.1 4.3.3.3.2, 4.3.3.3.3, 4.3.3.3.5, 4.3.3.3.6 • ISO/IEC 27001:2013 A.11.1.4, A.11.2.1, A.11.2.2, A.11.2.3 • NIST SP 800-53 Rev. 4 PE-10, PE-12, PE-13, PE-14, PE-15, PE-18
		PR.IP-6: Data is destroyed according to policy	<ul style="list-style-type: none"> • COBIT 5 BAI09.03 • ISA 62443-2-1:2009 4.3.4.4.4 • ISA 62443-3-3:2013 SR 4.2 • ISO/IEC 27001:2013 A.8.2.3, A.8.3.1, A.8.3.2, A.11.2.7 • NIST SP 800-53 Rev. 4 MP-6
		PR.IP-7: Protection processes are continuously improved	<ul style="list-style-type: none"> • COBIT 5 APO11.06, DSS04.05 • ISA 62443-2-1:2009 4.4.3.1, 4.4.3.2, 4.4.3.3, 4.4.3.4, 4.4.3.5, 4.4.3.6, 4.4.3.7, 4.4.3.8 • NIST SP 800-53 Rev. 4 CA-2, CA-7, CP-2, IR-

Function	Category	Subcategory	Informative References
			8, PL-2, PM-6
		PR.IP-8: Effectiveness of protection technologies is shared with appropriate parties	<ul style="list-style-type: none"> • ISO/IEC 27001:2013 A.16.1.6 • NIST SP 800-53 Rev. 4 AC-21, CA-7, SI-4
		PR.IP-9: Response plans (Incident Response and Business Continuity) and recovery plans (Incident Recovery and Disaster Recovery) are in place and managed	<ul style="list-style-type: none"> • COBIT 5 DSS04.03 • ISA 62443-2-1:2009 4.3.2.5.3, 4.3.4.5.1 • ISO/IEC 27001:2013 A.16.1.1, A.17.1.1, A.17.1.2 • NIST SP 800-53 Rev. 4 CP-2, IR-8
		PR.IP-10: Response and recovery plans are tested	<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.3.2.5.7, 4.3.4.5.11 • ISA 62443-3-3:2013 SR 3.3 • ISO/IEC 27001:2013 A.17.1.3 • NIST SP 800-53 Rev.4 CP-4, IR-3, PM-14
		PR.IP-11: Cybersecurity is included in human resources practices (e.g., deprovisioning, personnel screening)	<ul style="list-style-type: none"> • COBIT 5 APO07.01, APO07.02, APO07.03, APO07.04, APO07.05 • ISA 62443-2-1:2009 4.3.3.2.1, 4.3.3.2.2, 4.3.3.2.3 • ISO/IEC 27001:2013 A.7.1.1, A.7.3.1, A.8.1.4 • NIST SP 800-53 Rev. 4 PS Family
		PR.IP-12: A vulnerability management plan is developed and implemented	<ul style="list-style-type: none"> • ISO/IEC 27001:2013 A.12.6.1, A.18.2.2 • NIST SP 800-53 Rev. 4 RA-3, RA-5, SI-2
	Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components is performed consistent with policies and procedures.	PR.MA-1: Maintenance and repair of organizational assets is performed and logged in a timely manner, with approved and controlled tools	<ul style="list-style-type: none"> • COBIT 5 BAI09.03 • ISA 62443-2-1:2009 4.3.3.3.7 • ISO/IEC 27001:2013 A.11.1.2, A.11.2.4, A.11.2.5 • NIST SP 800-53 Rev. 4 MA-2, MA-3, MA-5
		PR.MA-2: Remote maintenance of organizational assets is approved, logged, and performed in a manner that prevents unauthorized access	<ul style="list-style-type: none"> • COBIT 5 DSS05.04 • ISA 62443-2-1:2009 4.3.3.6.5, 4.3.3.6.6, 4.3.3.6.7, 4.4.4.6.8 • ISO/IEC 27001:2013 A.11.2.4, A.15.1.1, A.15.2.1

Function	Category	Subcategory	Informative References
	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	PR.PT-1: Audit/log records are determined, documented, implemented, and reviewed in accordance with policy	<ul style="list-style-type: none"> • NIST SP 800-53 Rev. 4 MA-4 • CCS CSC 14 • COBIT 5 APO11.04 • ISA 62443-2-1:2009 4.3.3.3.9, 4.3.3.5.8, 4.3.4.4.7, 4.4.2.1, 4.4.2.2, 4.4.2.4 • ISA 62443-3-3:2013 SR 2.8, SR 2.9, SR 2.10, SR 2.11, SR 2.12 • ISO/IEC 27001:2013 A.12.4.1, A.12.4.2, A.12.4.3, A.12.4.4, A.12.7.1 • NIST SP 800-53 Rev. 4 AU Family
		PR.PT-2: Removable media is protected and its use restricted according to policy	<ul style="list-style-type: none"> • COBIT 5 DSS05.02, APO13.01 • ISA 62443-3-3:2013 SR 2.3 • ISO/IEC 27001:2013 A.8.2.2, A.8.2.3, A.8.3.1, A.8.3.3, A.11.2.9 • NIST SP 800-53 Rev. 4 MP-2, MP-4, MP-5, MP-7
		PR.PT-3: Access to systems and assets is controlled, incorporating the principle of least functionality	<ul style="list-style-type: none"> • COBIT 5 DSS05.02 • ISA 62443-2-1:2009 4.3.3.5.1, 4.3.3.5.2, 4.3.3.5.3, 4.3.3.5.4, 4.3.3.5.5, 4.3.3.5.6, 4.3.3.5.7, 4.3.3.5.8, 4.3.3.6.1, 4.3.3.6.2, 4.3.3.6.3, 4.3.3.6.4, 4.3.3.6.5, 4.3.3.6.6, 4.3.3.6.7, 4.3.3.6.8, 4.3.3.6.9, 4.3.3.7.1, 4.3.3.7.2, 4.3.3.7.3, 4.3.3.7.4 • ISA 62443-3-3:2013 SR 1.1, SR 1.2, SR 1.3, SR 1.4, SR 1.5, SR 1.6, SR 1.7, SR 1.8, SR 1.9, SR 1.10, SR 1.11, SR 1.12, SR 1.13, SR 2.1, SR 2.2, SR 2.3, SR 2.4, SR 2.5, SR 2.6, SR 2.7 • ISO/IEC 27001:2013 A.9.1.2 • NIST SP 800-53 Rev. 4 AC-3, CM-7
		PR.PT-4: Communications and control networks are protected	<ul style="list-style-type: none"> • CCS CSC 7 • COBIT 5 DSS05.02, APO13.01 • ISA 62443-3-3:2013 SR 3.1, SR 3.5, SR 3.8, SR 4.1, SR 4.3, SR 5.1, SR 5.2, SR 5.3, SR 7.1,

Function	Category	Subcategory	Informative References
			SR 7.6 <ul style="list-style-type: none"> ISO/IEC 27001:2013 A.13.1.1, A.13.2.1 NIST SP 800-53 Rev. 4 AC-4, AC-17, AC-18, CP-8, SC-7
DETECT (DE)	Anomalies and Events (DE.AE): Anomalous activity is detected in a timely manner and the potential impact of events is understood.	DE.AE-1: A baseline of network operations and expected data flows for users and systems is established and managed	<ul style="list-style-type: none"> COBIT 5 DSS03.01 ISA 62443-2-1:2009 4.4.3.3 NIST SP 800-53 Rev. 4 AC-4, CA-3, CM-2, SI-4
		DE.AE-2: Detected events are analyzed to understand attack targets and methods	<ul style="list-style-type: none"> ISA 62443-2-1:2009 4.3.4.5.6, 4.3.4.5.7, 4.3.4.5.8 ISA 62443-3-3:2013 SR 2.8, SR 2.9, SR 2.10, SR 2.11, SR 2.12, SR 3.9, SR 6.1, SR 6.2 ISO/IEC 27001:2013 A.16.1.1, A.16.1.4 NIST SP 800-53 Rev. 4 AU-6, CA-7, IR-4, SI-4
		DE.AE-3: Event data are aggregated and correlated from multiple sources and sensors	<ul style="list-style-type: none"> ISA 62443-3-3:2013 SR 6.1 NIST SP 800-53 Rev. 4 AU-6, CA-7, IR-4, IR-5, IR-8, SI-4
		DE.AE-4: Impact of events is determined	<ul style="list-style-type: none"> COBIT 5 APO12.06 NIST SP 800-53 Rev. 4 CP-2, IR-4, RA-3, SI-4
		DE.AE-5: Incident alert thresholds are established	<ul style="list-style-type: none"> COBIT 5 APO12.06 ISA 62443-2-1:2009 4.2.3.10 NIST SP 800-53 Rev. 4 IR-4, IR-5, IR-8
		Security Continuous Monitoring (DE.CM): The information system and assets are monitored at discrete intervals to identify cybersecurity events and verify the effectiveness of protective measures.	DE.CM-1: The network is monitored to detect potential cybersecurity events
	DE.CM-2: The physical environment is	<ul style="list-style-type: none"> ISA 62443-2-1:2009 4.3.3.3.8 	

Function	Category	Subcategory	Informative References
		monitored to detect potential cybersecurity events	<ul style="list-style-type: none"> • NIST SP 800-53 Rev. 4 CA-7, PE-3, PE-6, PE-20
		DE.CM-3: Personnel activity is monitored to detect potential cybersecurity events	<ul style="list-style-type: none"> • ISA 62443-3-3:2013 SR 6.2 • ISO/IEC 27001:2013 A.12.4.1 • NIST SP 800-53 Rev. 4 AC-2, AU-12, AU-13, CA-7, CM-10, CM-11
		DE.CM-4: Malicious code is detected	<ul style="list-style-type: none"> • CCS CSC 5 • COBIT 5 DSS05.01 • ISA 62443-2-1:2009 4.3.4.3.8 • ISA 62443-3-3:2013 SR 3.2 • ISO/IEC 27001:2013 A.12.2.1 • NIST SP 800-53 Rev. 4 SI-3
		DE.CM-5: Unauthorized mobile code is detected	<ul style="list-style-type: none"> • ISA 62443-3-3:2013 SR 2.4 • ISO/IEC 27001:2013 A.12.5.1 • NIST SP 800-53 Rev. 4 SC-18, SI-4, SC-44
		DE.CM-6: External service provider activity is monitored to detect potential cybersecurity events	<ul style="list-style-type: none"> • COBIT 5 APO07.06 • ISO/IEC 27001:2013 A.14.2.7, A.15.2.1 • NIST SP 800-53 Rev. 4 CA-7, PS-7, SA-4, SA-9, SI-4
		DE.CM-7: Monitoring for unauthorized personnel, connections, devices, and software is performed	<ul style="list-style-type: none"> • NIST SP 800-53 Rev. 4 AU-12, CA-7, CM-3, CM-8, PE-3, PE-6, PE-20, SI-4
		DE.CM-8: Vulnerability scans are performed	<ul style="list-style-type: none"> • COBIT 5 BAI03.10 • ISA 62443-2-1:2009 4.2.3.1, 4.2.3.7 • ISO/IEC 27001:2013 A.12.6.1 • NIST SP 800-53 Rev. 4 RA-5
		Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure timely and	DE.DP-1: Roles and responsibilities for detection are well defined to ensure accountability

Function	Category	Subcategory	Informative References
	adequate awareness of anomalous events.		<ul style="list-style-type: none"> • NIST SP 800-53 Rev. 4 CA-2, CA-7, PM-14
		DE.DP-2: Detection activities comply with all applicable requirements	<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.4.3.2 • ISO/IEC 27001:2013 A.18.1.4 • NIST SP 800-53 Rev. 4 CA-2, CA-7, PM-14, SI-4
		DE.DP-3: Detection processes are tested	<ul style="list-style-type: none"> • COBIT 5 APO13.02 • ISA 62443-2-1:2009 4.4.3.2 • ISA 62443-3-3:2013 SR 3.3 • ISO/IEC 27001:2013 A.14.2.8 • NIST SP 800-53 Rev. 4 CA-2, CA-7, PE-3, PM-14, SI-3, SI-4
		DE.DP-4: Event detection information is communicated to appropriate parties	<ul style="list-style-type: none"> • COBIT 5 APO12.06 • ISA 62443-2-1:2009 4.3.4.5.9 • ISA 62443-3-3:2013 SR 6.1 • ISO/IEC 27001:2013 A.16.1.2 • NIST SP 800-53 Rev. 4 AU-6, CA-2, CA-7, RA-5, SI-4
		DE.DP-5: Detection processes are continuously improved	<ul style="list-style-type: none"> • COBIT 5 APO11.06, DSS04.05 • ISA 62443-2-1:2009 4.4.3.4 • ISO/IEC 27001:2013 A.16.1.6 • NIST SP 800-53 Rev. 4, CA-2, CA-7, PL-2, RA-5, SI-4, PM-14

Function	Category	Subcategory	Informative References
RESPOND (RS)	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure timely response to detected cybersecurity events.	RS.RP-1: Response plan is executed during or after an event	<ul style="list-style-type: none"> • COBIT 5 BAI01.10 • CCS CSC 18 • ISA 62443-2-1:2009 4.3.4.5.1 • ISO/IEC 27001:2013 A.16.1.5 • NIST SP 800-53 Rev. 4 CP-2, CP-10, IR-4, IR-8
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders, as appropriate, to include external support from law enforcement agencies.	RS.CO-1: Personnel know their roles and order of operations when a response is needed	<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.3.4.5.2, 4.3.4.5.3, 4.3.4.5.4 • ISO/IEC 27001:2013 A.6.1.1, A.16.1.1 • NIST SP 800-53 Rev. 4 CP-2, CP-3, IR-3, IR-8
		RS.CO-2: Events are reported consistent with established criteria	<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.3.4.5.5 • ISO/IEC 27001:2013 A.6.1.3, A.16.1.2 • NIST SP 800-53 Rev. 4 AU-6, IR-6, IR-8
		RS.CO-3: Information is shared consistent with response plans	<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.3.4.5.2 • ISO/IEC 27001:2013 A.16.1.2 • NIST SP 800-53 Rev. 4 CA-2, CA-7, CP-2, IR-4, IR-8, PE-6, RA-5, SI-4
		RS.CO-4: Coordination with stakeholders occurs consistent with response plans	<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.3.4.5.5 • NIST SP 800-53 Rev. 4 CP-2, IR-4, IR-8
		RS.CO-5: Voluntary information sharing occurs with external stakeholders to achieve broader cybersecurity situational awareness	<ul style="list-style-type: none"> • NIST SP 800-53 Rev. 4 PM-15, SI-5
	Analysis (RS.AN): Analysis is conducted to ensure adequate response and support recovery activities.	RS.AN-1: Notifications from detection systems are investigated	<ul style="list-style-type: none"> • COBIT 5 DSS02.07 • ISA 62443-2-1:2009 4.3.4.5.6, 4.3.4.5.7, 4.3.4.5.8 • ISA 62443-3-3:2013 SR 6.1 • ISO/IEC 27001:2013 A.12.4.1, A.12.4.3, A.16.1.5 • NIST SP 800-53 Rev. 4 AU-6, CA-7, IR-4, IR-

Function	Category	Subcategory	Informative References
			5, PE-6, SI-4
		RS.AN-2: The impact of the incident is understood	<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.3.4.5.6, 4.3.4.5.7, 4.3.4.5.8 • ISO/IEC 27001:2013 A.16.1.6 • NIST SP 800-53 Rev. 4 CP-2, IR-4
		RS.AN-3: Forensics are performed	<ul style="list-style-type: none"> • ISA 62443-3-3:2013 SR 2.8, SR 2.9, SR 2.10, SR 2.11, SR 2.12, SR 3.9, SR 6.1 • ISO/IEC 27001:2013 A.16.1.7 • NIST SP 800-53 Rev. 4 AU-7, IR-4
		RS.AN-4: Incidents are categorized consistent with response plans	<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.3.4.5.6 • ISO/IEC 27001:2013 A.16.1.4 • NIST SP 800-53 Rev. 4 CP-2, IR-4, IR-5, IR-8
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and eradicate the incident.	RS.MI-1: Incidents are contained	<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.3.4.5.6 • ISA 62443-3-3:2013 SR 5.1, SR 5.2, SR 5.4 • ISO/IEC 27001:2013 A.16.1.5 • NIST SP 800-53 Rev. 4 IR-4
		RS.MI-2: Incidents are mitigated	<ul style="list-style-type: none"> • ISA 62443-2-1:2009 4.3.4.5.6, 4.3.4.5.10 • ISO/IEC 27001:2013 A.12.2.1, A.16.1.5 • NIST SP 800-53 Rev. 4 IR-4
		RS.MI-3: Newly identified vulnerabilities are mitigated or documented as accepted risks	<ul style="list-style-type: none"> • ISO/IEC 27001:2013 A.12.6.1 • NIST SP 800-53 Rev. 4 CA-7, RA-3, RA-5
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	RS.IM-1: Response plans incorporate lessons learned	<ul style="list-style-type: none"> • COBIT 5 BAI01.13 • ISA 62443-2-1:2009 4.3.4.5.10, 4.4.3.4 • ISO/IEC 27001:2013 A.16.1.6 • NIST SP 800-53 Rev. 4 CP-2, IR-4, IR-8
		RS.IM-2: Response strategies are updated	<ul style="list-style-type: none"> • NIST SP 800-53 Rev. 4 CP-2, IR-4, IR-8
	RECOVER (RC)	Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure timely	RC.RP-1: Recovery plan is executed during or after an event

Function	Category	Subcategory	Informative References
	restoration of systems or assets affected by cybersecurity events.		<ul style="list-style-type: none"> NIST SP 800-53 Rev. 4 CP-10, IR-4, IR-8
	Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	RC.IM-1: Recovery plans incorporate lessons learned	<ul style="list-style-type: none"> COBIT 5 BAI05.07 ISA 62443-2-1:2009 4.4.3.4 NIST SP 800-53 Rev. 4 CP-2, IR-4, IR-8
		RC.IM-2: Recovery strategies are updated	<ul style="list-style-type: none"> COBIT 5 BAI07.08 NIST SP 800-53 Rev. 4 CP-2, IR-4, IR-8
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties, such as coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors.	RC.CO-1: Public relations are managed	<ul style="list-style-type: none"> COBIT 5 EDM03.02
		RC.CO-2: Reputation after an event is repaired	<ul style="list-style-type: none"> COBIT 5 MEA03.02
		RC.CO-3: Recovery activities are communicated to internal stakeholders and executive and management teams	<ul style="list-style-type: none"> NIST SP 800-53 Rev. 4 CP-2, IR-4

Information regarding Informative References described in Appendix A may be found at the following locations:

- Control Objectives for Information and Related Technology (COBIT): <http://www.isaca.org/COBIT/Pages/default.aspx>
- Council on CyberSecurity (CCS) Top 20 Critical Security Controls (CSC): <http://www.counciloncybersecurity.org>
- ANSI/ISA-62443-2-1 (99.02.01)-2009, *Security for Industrial Automation and Control Systems: Establishing an Industrial Automation and Control Systems Security Program*:
<http://www.isa.org/Template.cfm?Section=Standards8&Template=/Ecommerce/ProductDisplay.cfm&ProductID=10243>
- ANSI/ISA-62443-3-3 (99.03.03)-2013, *Security for Industrial Automation and Control Systems: System Security Requirements and Security Levels*:
<http://www.isa.org/Template.cfm?Section=Standards2&template=/Ecommerce/ProductDisplay.cfm&ProductID=13420>
- ISO/IEC 27001, *Information technology -- Security techniques -- Information security management systems -- Requirements*:
http://www.iso.org/iso/home/store/catalogue_ics/catalogue_detail_ics.htm?csnumber=54534
- NIST SP 800-53 Rev. 4: NIST Special Publication 800-53 Revision 4, *Security and Privacy Controls for Federal Information Systems and Organizations*, April 2013 (including updates as of January 15, 2014). <http://dx.doi.org/10.6028/NIST.SP.800-53r4>.

Mappings between the Framework Core Subcategories and the specified sections in the Informative References represent a general correspondence and are not intended to definitively determine whether the specified sections in the Informative References provide the desired Subcategory outcome.

VI. Appendix B: Glossary

This appendix defines selected terms used in the publication.

Category	The subdivision of a Function into groups of cybersecurity outcomes, closely tied to programmatic needs and particular activities. Examples of Categories include “Asset Management,” “Access Control,” and “Detection Processes.”
Critical Infrastructure	Systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on cybersecurity, national economic security, national public health or safety, or any combination of those matters.
Cybersecurity	The process of protecting information by preventing, detecting, and responding to attacks.
Cybersecurity Event	A cybersecurity change that may have an impact on organizational operations (including mission, capabilities, or reputation).
Detect (function)	Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.
Framework	A risk-based approach to reducing cybersecurity risk composed of three parts: the Framework Core, the Framework Profile, and the Framework Implementation Tiers. Also known as the “Cybersecurity Framework.”
Framework Core	A set of cybersecurity activities and references that are common across critical infrastructure sectors and are organized around particular outcomes. The Framework Core comprises four types of elements: Functions, Categories, Subcategories, and Informative References.
Framework Implementation Tier	A lens through which to view the characteristics of an organization’s approach to risk—how an organization views cybersecurity risk and the processes in place to manage that risk.
Framework Profile	A representation of the outcomes that a particular system or organization has selected from the Framework Categories and Subcategories.
Function	One of the main components of the Framework. Functions provide the highest level of structure for organizing basic cybersecurity activities into Categories and Subcategories. The five functions are Identify,

Protect, Detect, Respond, and Recover.

Identify (function)	Develop the organizational understanding to manage cybersecurity risk to systems, assets, data, and capabilities.
Informative Reference	A specific section of standards, guidelines, and practices common among critical infrastructure sectors that illustrates a method to achieve the outcomes associated with each Subcategory.
Mobile Code	A program (e.g., script, macro, or other portable instruction) that can be shipped unchanged to a heterogeneous collection of platforms and executed with identical semantics.
Protect (function)	Develop and implement the appropriate safeguards to ensure delivery of critical infrastructure services.
Privileged User	A user that is authorized (and, therefore, trusted) to perform security-relevant functions that ordinary users are not authorized to perform.
Recover (function)	Develop and implement the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.
Respond (function)	Develop and implement the appropriate activities to take action regarding a detected cybersecurity event.
Risk	A measure of the extent to which an entity is threatened by a potential circumstance or event, and typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
Risk Management	The process of identifying, assessing, and responding to risk.
Subcategory	The subdivision of a Category into specific outcomes of technical and/or management activities. Examples of Subcategories include “External information systems are catalogued,” “Data-at-rest is protected,” and “Notifications from detection systems are investigated.”

VII. Appendix C: Acronyms

This appendix defines selected acronyms used in the publication.

CCS	Council on CyberSecurity
COBIT	Control Objectives for Information and Related Technology
DCS	Distributed Control System
DHS	Department of Homeland Security
EO	Executive Order
ICS	Industrial Control Systems
IEC	International Electrotechnical Commission
IR	Interagency Report
ISA	International Society of Automation
ISAC	Information Sharing and Analysis Center
ISO	International Organization for Standardization
IT	Information Technology
NIST	National Institute of Standards and Technology
RFI	Request for Information
RMP	Risk Management Process
SCADA	Supervisory Control and Data Acquisition
SP	Special Publication



FIORELLO

PHARMACEUTICALS

Application for
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June 5, 2015

VOLUME 7



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Attachment I



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Attachment J

Staffing Plan



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Attachment K

Internet Connectivity



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Attachment L

Timeline



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Attachment M

Compliance

Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED].

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] services to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] director at [REDACTED].

Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED]. She held a number of [REDACTED] and [REDACTED] at [REDACTED], a [REDACTED] and [REDACTED] at [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] for [REDACTED].

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] of [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED], [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED] as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED]. At [REDACTED] he [REDACTED] the [REDACTED] for [REDACTED] and the [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to become [redacted], and launched his own [redacted]. He currently [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted] most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] at [redacted] and [redacted] and [redacted] and [redacted] services that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] for the [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted], a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted], he [redacted] and [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted], where she [redacted]. Her responsibilities included [redacted] through [redacted] and [redacted]. Ms. Keyser was also the [redacted], which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [REDACTED] and was an [REDACTED] for [REDACTED]. He is a [REDACTED] at the [REDACTED] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [REDACTED]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[REDACTED]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[REDACTED]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [REDACTED], in a research and development, regulatory, and strategic capacity. Currently, as he [REDACTED], she [REDACTED] with [REDACTED].

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [REDACTED]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [REDACTED] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] a [REDACTED] company and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED] previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] at [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.



FIORELLO PHARMACEUTICALS, INC.

Financial Statements

March 31, 2015 and December 31, 2014

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INDEPENDENT AUDITOR'S REPORT

Board of Directors and Stockholders
Fiorello Pharmaceuticals, Inc.

We have audited the accompanying balance sheets of Fiorello Pharmaceuticals, Inc., as of March 31, 2015 and December 31, 2014, and the related statements of operations, stockholders' equity (deficiency), and cash flows for the period from January 1, 2015 to March 31, 2015 and for the period from May 27, 2014 (Inception) to December 31, 2014. These financial statements are the responsibility of the entity's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Fiorello Pharmaceuticals, Inc. as of March 31, 2015 and December 31, 2014, and the results of its operations and its cash flows for the period from January 1, 2015 to March 31, 2015 and the period from May 27, 2014 (Inception) to December 31, 2014, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the entity will continue as a going concern. As discussed in Note 3 to the financial statements, the entity has suffered recurring losses from operations and has a net capital deficiency that raises substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Bridge West CPAs and Consultants, LLC

Longmont, CO
May 18, 2015

FIORIELLO PHARMACEUTICALS, INC.
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**FIORIELLO PHARMACEUTICALS, INC.
BALANCE SHEETS**

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

ASSETS

Current Assets

Cash and cash equivalents

Total current assets

Other assets

Total Assets

LIABILITIES & STOCKHOLDERS' EQUITY

Current Liabilities

Due to related party

Accounts payable

Interest payable

Total current liabilities

Other liabilities

Total Liabilities

Commitments and Contingencies

Stockholders' Equity (Deficiency)

Common Stock, \$0.0001 par value; 1,000,000 shares authorized;
500,000 shares and 500,000 shares issued and outstanding on
March 31, 2015 and December 31, 2014, respectively

Additional paid-in capital

Accumulated deficit

Total Stockholders' Equity (Deficiency)

Total Liabilities & Stockholders' Equity

See Notes to financial statements.

**FIORIELLO PHARMACEUTICALS, INC.
STATEMENTS OF OPERATIONS**

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

REVENUES

Revenues

Total revenues

OPERATING EXPENSES

Professional fees

Selling, general and administrative expense

Occupancy expense

Other expenses

Total operating expenses

OPERATING LOSS

OTHER EXPENSES

Interest expense

Total other expenses

NET LOSS

PER SHARE DATA

Net loss per share – basic and diluted

Weighted average number of common shares outstanding –
basic and diluted

See Notes to financial statements.

**FIORIELLO PHARMACEUTICALS, INC.
STATEMENTS OF CASH FLOWS**

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

CASH FLOWS PROVIDED BY (USED IN) OPERATING ACTIVITIES

Net loss

Adjustments to reconcile net loss to net cash provided by (used in) operating activi

Changes in operating assets and liabilities

Increase in due to related party

Increase in accounts payable

Increase in interest payable

Net cash used in operating activities

CASH FLOWS PROVIDED BY (USED IN) FINANCING ACTIVITIES

Proceeds from sale of shares of common stock

Net cash provided by financing activities

NET INCREASE IN CASH

CASH, BEGINNING OF PERIOD

CASH, END OF PERIOD

See Notes to financial statements.

**FIORIELLO PHARMACEUTICALS, INC.
STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIENCY)**

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

Balance at May 27, 2014 (Inception)

Issuance of stock for cash

Net loss

Balance at December 31, 2014

Net loss

Balance at March 31, 2015

See Notes to financial statements.

FIORIELLO PHARMACEUTICALS, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD FROM MAY 27, 2014 (INCEPTION) TO DECEMBER 31, 2014 AND
FOR THE PERIOD FROM JANUARY 1, 2015 TO MARCH 31, 2015

1. NATURE OF OPERATIONS, HISTORY AND PRESENTATION

Fiorello Pharmaceuticals, Inc. ("Fiorello," the "Company," "we" or "us"), was incorporated on May 27, 2014 (Inception) in the State of New York. The Company's mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical cannabis from trained medical professionals. The name "Fiorello," Italian for "little flower," honors legendary New York City Mayor Fiorello H. LaGuardia, whose deep commitment to science fueled his opposition to the Marijuana Tax Act of 1937.

On July 7, 2014, Governor Andrew M. Cuomo signed the New York State Compassionate Care Act (the "NYSCCA") which, upon implementation, will make New York the 23rd state to permit the use of cannabis for medicinal purpose. The Company intends to seek approval from the New York State Department of Health to become a vertically integrated, seed-to-sale, medical cannabis company by applying for initial registration as a Registered Organization under the NYSCCA in order to operate one cultivation facility and four dispensary facilities. To the extent permitted by applicable law, Fiorello will provide patients with medical cannabis extracts through retail, wholesale and direct sales channels.

The Company intends to provide products and services based on the best and most current scientific information. To do so, the Company expects to employ best practices from the pharmaceutical industry to ensure the safety, quality, and effectiveness of its products. The Company intends to offer high-quality medical cannabis extracts through a variety of products such as capsules, tinctures and concentrates. In addition to its planned operating dispensaries at locations throughout New York State, the Company, to the extent permitted under regulations, may introduce delivery services as well.

Basis of Presentation

The foregoing financial statements have been prepared on the accrual basis of accounting from the books and records of the Company. In accordance with this method of accounting, revenue is recognized in the period in which it is earned and expenses are recognized in the period in which they are incurred. Revenue and expenses which are applicable to future periods have been presented as deferred or prepaid on the balance sheets.

In our opinion, all normal and recurring adjustments necessary for a fair presentation of the financial position of the Company as of March 31, 2015 and December 31, 2014, and the results of operations and cash flows for the period from January 1, 2015 to March 31, 2015 and for the period from May 27, 2014 (Inception) to December 31, 2014, have been made in conformity with generally accepted accounting principles.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial statements. The financial statements and notes are the representation of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied to the preparation of the financial statements.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions about future events that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities and the related notes at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company's balances requiring management to make estimates and assumptions about future events include equity and debt transactions and the Company's derivative liability. Actual results could differ from those estimates.

Cash and Cash Equivalents

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

Start-up Costs

A start-up cost or expense are initial costs incurred in creating and organizing a company. Start-up costs usually include legal and promotional fees to establish the company with the state and federal government. Start-up costs can also include opening a new facility, introducing new products or services, conducting business in a new territory, conducting business with an entirely new class of customers, and costs relating to performing feasibility studies, among others.

Pursuant to Section 195 of the Internal Revenue Code of 1986, as amended ("Section 195"), start-up expenditures are permitted to be capitalized and amortized over a maximum period of 180 months. According to Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 720-15, *Start-up Costs*, start-up costs are expensed as incurred. [REDACTED]

Application and Registration Fees

Pursuant to the Public Health Law ("PHL") section 3365(9), the Commissioner of the New York State Department of Health (the "NYDOH") shall register up to five applicants as registered organizations to manufacture and dispense approved medical cannabis products in New York State (a "Registered Organization"). In accordance with PHL section 3365(9), the NYDOH is accepting applications from April 27, 2015 through and including June 5, 2015 for this purpose.

The Company must submit two fees with its application: a non-refundable application fee in the amount of \$10,000, and a registration fee in the amount of \$200,000. The \$200,000 registration fee will be refunded to the Company only if the Company is not issued a registration. These have not been paid as of March 31, 2015. The Company will record the non-refundable application fee and the registration fee to application and registration fees expense in the period they are incurred.

Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures* ("ASC 820"), provides a comprehensive framework for measuring fair value and expands disclosures regarding fair value measurements. Specifically, ASC 820 sets forth a definition of fair value and establishes a hierarchy prioritizing the inputs to valuation techniques, giving the highest priority to quoted prices in active markets for identical assets and liabilities and the lowest priority to unobservable value inputs. ASC 820 defines the hierarchy as follows:

Level 1 – Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. The types of assets and liabilities included in Level 1 are highly liquid and actively traded instruments with quoted prices, such as equities listed on the New York Stock Exchange.

Level 2 – Pricing inputs are other than quoted prices in active markets, but are either directly or indirectly observable as of the reporting date. The types of assets and liabilities in Level 2 are typically either comparable to actively traded securities or contracts, or priced with models using highly observable inputs.

Level 3 – Significant inputs to pricing that are unobservable as of the reporting date. The types of assets and liabilities included in Level 3 are those with inputs requiring significant management judgment or estimation, such as complex and subjective models and forecasts used to determine the fair value of financial transmission rights.

Our financial instruments consist primarily of cash and start-up costs. The carrying values of these financial instruments approximate their fair value due to their short maturities.

Income Tax

The Company's policy is to account for income taxes pursuant to ASC 740, *Income Taxes* ("ASC 740"). The provision for income taxes, income taxes payable and deferred income taxes are determined using the asset and liability method. Deferred tax assets and liabilities are determined based on temporary differences between the financial carrying amounts and the tax basis of assets and liabilities using enacted tax rates in effect in the years in which the temporary differences are expected to reverse. On a periodic basis, the Company assesses the probability that its net deferred tax assets, if any, will be recovered. If after evaluating all of the positive and negative evidence, a conclusion is made that it is more likely than not that some portion or all of the net deferred tax assets will not be recovered, a valuation allowance is provided by a charge to tax expense to reserve the portion of the deferred tax assets which are not expected to be realized.

Cannabis Industry

Under Federal law, the Company is a taxable entity and is subject to Federal income tax. Pursuant to Section 280E of the Internal Revenue Code of 1986, as amended ("Section 280E") the Company may not be permitted to take tax deductions for certain operating expenses. According to Section 280E, cost of goods sold are considered the only deductible expenses under Federal case law.

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

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

Uncertain Tax Positions

When there are uncertainties related to potential income tax benefits, in order to qualify for recognition, the position the Company takes has to have at least a "more likely than not" chance of being sustained (based on the position's technical merits) upon challenge by the respective authorities. The term "more likely than not" means a likelihood of more than 50 percent. Otherwise, the Company may not recognize any of the potential tax benefit associated with the position. The Company recognizes a benefit for a tax position that meets the "more likely than not" criterion at the largest amount of tax benefit that is greater than 50 percent likely of being realized upon its effective resolution. Unrecognized tax benefits involve management's judgment regarding the likelihood of the benefit being sustained. The final resolution of uncertain tax positions could result in adjustments to recorded amounts and may affect our results of operations, financial position and cash flows.

Tax Years Subject to Examination

The Company reviews its filing positions for all open tax years in all U.S. federal and state jurisdictions where the Company is required to file. The Company's policy is to recognize interest and/or penalties related to income tax matters in income tax expense. The tax years subject to examination by major tax jurisdictions include the period from May 27, 2014 (Inception) to December 31, 2014 and forward by the U.S. Internal Revenue Service, and the period from May 27, 2014 (Inception) to December 31, 2014 and forward for New York State.

Net Income (Loss) Per Share

The Company computes net income (loss) per share by dividing the net income (loss) by the weighted average number of common shares outstanding in accordance with ASC 260, *Earnings Per Share* ("ASC 260"). Diluted earnings or loss per share is computed using the weighted average common shares and diluted potential common shares outstanding. [REDACTED]

Recently Issued Accounting Standards

Development Stage Entity Reporting

In June 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-10 *Elimination of Certain Financial Reporting Requirements, Including an Amendment to Variable Interest Entities Guidance in Topic 810, Consolidation*, ("ASU 2014-10"), which removes the definition of development stage entity, as was previously defined under generally accepted accounting principles in the United States ("U.S. GAAP"), from the accounting standards codification, thereby removing the financial reporting distinction between development stage entities and other reporting entities from U.S. GAAP.

In addition, ASU 2014-10 eliminates the requirements for development stage entities to (i) present inception-to-date information in the statement of income, cash flow and stockholders' equity, (ii) label the financial statements as those of a development stage entity, (iii) disclose a description of the development stage activities in which the entity is engaged, and (iv) disclose in the first year in which the entity is no longer a development stage entity that in prior years it had been in the development stage.

The Company has adopted ASU 2014-10 for the Company's financial statements as of December 31, 2014. The adoption of this ASU impacted the Company's reporting by eliminating the requirement to report inception to date financial information and describe the Company as a development stage company as previously required.

Going Concern

In August 2014, the FASB issued ASU 2014-15, *Presentation of Financial Statements - Going Concern* ("ASU 2014-15"). ASU 2014-15 requires management of public and private companies to evaluate whether there is substantial doubt about the entity's ability to continue as a going concern and, if so, disclose that fact. Management will also be required to evaluate and disclose whether its plans alleviate that doubt. ASU 2014-15 requires management to evaluate, for each reporting period, whether there are conditions or events that raise substantial doubt about a company's ability to continue as a going concern within one year from the date the financial statements are issued. The new standard is effective for annual periods ending after December 15, 2016, and interim periods within annual periods beginning after December 15, 2016, with early adoption permitted. We do not expect the adoption of ASU 2014-15 to have a significant impact on our financial statements.

3. GOING CONCERN

The financial statements have been prepared on a going concern basis which assumes the Company will be able to realize its assets and discharge its liabilities in the normal course of business for the foreseeable future. The ability to continue as a going concern is dependent upon the Company generating profitable operations in the future and, or, obtaining the necessary financing to meet its obligations and repay its liabilities arising from normal business operations when they come due. The ability to continue as a going concern is also dependent on the Company's ability to be registered by the NYDOH to manufacture and dispense approved medical cannabis products in New York State (see Note 2).

Management believes that actions presently being taken to further implement its business plan and generate additional revenues provide the opportunity for the Company to continue as a going concern. While the Company believes in the viability of its strategy, there can be no assurances that the Company's strategy or registration efforts with the NYDOH will be successful. The Company is actively pursuing a stock offering that, if successful, could enable the Company to continue as a going concern (see Note 5).

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4. COMMITMENTS AND CONTINGENCIES

On occasion, the Company may be contingently liable with respect to claims incidental to the ordinary course of its operations. In the opinion of management, and based on management's consultation with legal counsel, the ultimate outcome of such matters will not have a materially adverse impact on the Company. Accordingly, no provision has been made in the financial statements for losses, if any, which might result from the ultimate disposition of these matters should they arise.

Federal Regulation and Our Businesses

Cannabis is currently a Schedule I controlled substance and is therefore illegal under federal law. Even in those states in which the use of cannabis has been legalized, its use, possession, or cultivation remains a violation of federal laws. A Schedule I controlled substance is defined as one that has no currently accepted medical use in the United States, a lack of safety for use under medical supervision and a high potential for abuse. The U.S. Department of Justice (the "DOJ") defines Schedule I controlled substances as "the most dangerous drugs of all the drug schedules with potentially severe psychological or physical dependence." If the federal government decides to enforce the Controlled Substances Act (the "CSA"), which makes cannabis use and possession illegal on a national level, persons that are charged with distributing, possessing with intent to distribute, or growing cannabis could be subject to fines and terms of imprisonment, the maximum being life imprisonment and a \$50 million fine.

Currently, 23 states and the District of Columbia allow their residents to use medical cannabis. Voters in the states of Colorado, Washington, Oregon and Alaska have approved ballot measures to legalize cannabis for adult use. The state laws are in conflict with the CSA. The current administration has effectively stated that it is not an efficient use of resources to direct federal law enforcement agencies to prosecute those lawfully abiding by state-designated laws allowing the use and distribution of medical cannabis.

In March 2015, legislation was introduced in the U.S. Senate proposing to change federal law such that states could regulate medical use of cannabis without risk of prosecution. A key component of the proposed Compassionate Access, Research Expansion, and Respect States Act (the "CARERS Act") is to reclassify cannabis under the Controlled Substances Act to Schedule II, thereby changing the plant from a federally-criminalized substance to one that has recognized medical uses.

There is no guarantee that the current administration will not change its stated policy regarding the low-priority enforcement of federal laws. Additionally, any new administration could change this policy and decide to enforce the federal laws strongly. Any such change in the federal government's enforcement of current federal laws could cause significant financial damage to us. Because the Company is considered to be participating in illegal activities under federal laws, all of the Company's assets, including balances held at financial institutions, are at risk of seizure or confiscation by governmental agencies.

The Department of Justice and FinCEN

In August 2013, Department of Justice ("DOJ") Deputy Attorney General James M. Cole issued a memorandum (the "Cole Memo") to all United States Attorneys providing updated guidance to federal prosecutors concerning cannabis enforcement under the CSA. The Cole Memo guidance applies to all of DOJ's federal enforcement activity, including civil enforcement and criminal investigations and prosecutions, concerning cannabis in all states.

The Cole Memo reiterates Congress's determination that cannabis is a dangerous drug and that the illegal distribution and sale of cannabis is a serious crime that provides a significant source of revenue to large-scale criminal enterprises, gangs, and cartels. The Cole Memo notes that DOJ is committed to enforcement of the CSA consistent with those determinations. It also notes that DOJ is committed to using its investigative and prosecutorial resources to address the most significant threats in the most effective, consistent, and rational way. In furtherance of those objectives, the Cole Memo provides guidance to DOJ attorneys and law enforcement to focus their enforcement resources on persons or organizations whose conduct interferes with any one or more of the DOJ's enforcement priorities. However, the Cole Memo's guidance establishes that where states have enacted laws to authorize the production, distribution and possession of marijuana, the federal government can deprioritize its own enforcement activities in those states which implement strong and effective regulatory and enforcement systems that

address threats to public safety, health and other enforcement interests, and do not undermine federal enforcement priorities.

The Financial Crimes Enforcement Network ("FinCEN") provided guidance on February 14, 2014 about how financial institutions can provide services to cannabis-related businesses consistent with their Bank Secrecy Act ("BSA") obligations. In general, the decision to open, close, or refuse any particular account or relationship should be made by each financial institution based on a number of factors specific to that institution. These factors may include its particular business objectives, an evaluation of the risks associated with offering a particular product or service, and its capacity to manage those risks effectively. Thorough customer due diligence is a critical aspect of making this assessment. As part of its customer due diligence, a financial institution should consider whether a cannabis-related business implicates one of the Cole Memo priorities or violates state law. Considering this factor also enables the financial institution to provide information in BSA reports pertinent to law enforcement's priorities.

While we believe we do not qualify as a financial institution in the United States, we cannot be certain that we do not fall under the scope of the FinCEN guidelines. The Company plans to use the FinCEN Guidelines, as may be amended, as a basis for assessing its relationships with potential tenants, clients and customers. As such, if we engage in financing activities, including extending credit to related parties, affiliates, members, patients, customers or others, we intend to adhere to the guidance of FinCEN in conducting and monitoring our financial transactions. Because this area of the law is uncertain but expected to evolve rapidly, we believe that FinCEN's guidelines will help us best operate in a prudent, reasonable and acceptable manner.

State and Local Regulations

The Company will apply for New York State licenses that are necessary to conduct our business in compliance with state laws. Management understands that local laws at the city, county and municipal level may add an additional layer of complexity to legalized cannabis for medical use. Despite a state's having adopted legislation legalizing cannabis, cities, counties and municipalities, within the state seem to have the ability to otherwise restrict cannabis activities, including but not limited to cultivation, retail or consumption.

Zoning sets forth the approved use of land in any given city, county or municipality. Zoning is set by local governments and may otherwise be restricted by state laws. For example, under certain state laws a seller of liquor may not be allowed to operate within 1,000 feet of a school. Management anticipates that there are and or will be similar restrictions imposed on cannabis operators, which will restrict how and where cannabis operations can be located and the manner and size of which they can grow and operate. Additionally, zoning is subject to change, properties can be re-zoned and a given zoning may be withdrawn. How properties are zoned will have a direct impact on our business operations.

Professional Services Agreements

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

Legal

To the best of the Company's knowledge and belief, no legal proceedings of merit are currently pending or threatened against the Company.

5. STOCKHOLDERS' EQUITY

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

6. RELATED PARTY TRANSACTIONS

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

7. SUBSEQUENT EVENTS

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

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

In accordance with ASC Topic 855, *Subsequent Events*, the Company has evaluated events that occurred subsequent to the balance sheet date through May 18, 2015, the date of available issuance of these unaudited financial statements. The Company determined that other than as disclosed above, there were no material reportable subsequent events to be disclosed.

Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED]

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] services to the [REDACTED] Y employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED]

Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] for [REDACTED]. She held a number of [REDACTED] and [REDACTED] at [REDACTED] a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] and [REDACTED] for [REDACTED]

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED], [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED] concentrated on [REDACTED] and [REDACTED], as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYY School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED]. At [REDACTED] he [REDACTED] the [REDACTED] for [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] of the [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.



■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to become [redacted], and launched his own [redacted]. He currently coordinates [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] at [redacted] and [redacted]. Mr. Sullivan and his [redacted] and [redacted] a [redacted] and [redacted] services that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] for the [redacted] and [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted] a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted], he oversees the [redacted] and [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted], where she [redacted]. Her responsibilities included [redacted] through [redacted] and [redacted]. Ms. Keyser was also the [redacted], which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted]. He is a [redacted] at the [redacted] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[redacted]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[redacted]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted] a research and development, regulatory, and strategic capacity. Currently, as he [redacted], she consults with [redacted].

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Managing Director, Mingleidge Business Resources LLC

President of Republic Consulting Group

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED]-based company and [REDACTED]. Ms. Grossman was [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] S, a [REDACTED] at [REDACTED], and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Attachment J- Staffing Plan §1004.5(b)(18)

This section includes the staffing plan for Fiorello Pharmaceuticals employees who will be involved in activities related to the cultivation of marijuana, the manufacturing and/or dispensing of approved medical marijuana products, and the staff with oversight responsibilities for such activities. This staffing plan includes job descriptions, organizational charts, employee biographies, and training plans and meets the regulatory requirements set forth in 10 NYCRR Part 1004.

I. Executive Summary

Fiorello's Executive Management Team is comprised of experienced business leaders, pharmaceutical professionals, medical marijuana operators, and security personnel who have worked together to create a staffing plan that provides and ensures sufficient staffing and experience for all business hours, safe production, sanitation, adequate security and theft protection. As demonstrated in this Attachment J, as well as in the Operating Plan (Attachment D), every leg of Fiorello's operations will be staffed appropriately to maximize quality, efficiency, and compliance with the Department of Health's rules and the State's laws.

The following plan details the hiring requirements, employee benefits, scheduling, and employee training and continuing education plans. Fiorello's staff will work in a secure, clean, welcoming environment. All full-time employees will be offered a comprehensive benefit plan, with final benefits to be negotiated with employee representatives. The organizational charts demonstrate that staff will have a clear chain of command and utilize it to promote communication, accountability and safety.

II. Strategic Partnerships

a. Seed-To-Sale Marijuana Industry Expertise: The Clinic

Fiorello's core strategic partner, The Clinic, opened its first medical marijuana dispensary and cultivation facility in November 2009. The Clinic now operates five dispensaries and three cultivation facilities in Colorado and has multiple medical marijuana facilities under construction in both Nevada and Illinois. In over five years of operations, The Clinic has operated in the industry's most regulated market with ZERO compliance violations.

In May 2015, The Clinic was named by the Denver Business Journal as one of the top ten local businesses (over 100 employees) in which to work. The Clinic helped establish best practices in the industry in Colorado and Fiorello intends to do the same in New York. Fiorello will implement some of The Clinic's best practices while ensuring compliance with the Department of Health's rules. The Clinic contributed their expertise to Fiorello's Staffing and Operations Plans and will advise and assist Fiorello to make sure the plan is properly implemented.

Fiorello and The Clinic's relationship is unique because it is not a short-term simple consulting relationship based on cash but rather a long-term partnership based on equity in Fiorello. Like Fiorello, The Clinic is made up of owner operators who understand the value of long-term investments to ensure a steady supply of high quality product. Fiorello and The Clinic share the view that best in class Staffing and Operations is critical to long-term success.

b. Security and Organizational Development Expertise: Mingleridge Business Resources, LLC

Fiorello has also established an on-going relationship with Mingleridge Business Resources LLC, for business advisory services. Mingleridge Business Resources members' expertise in cannabis business operations and regulation, industry associations, organization and business management, and security aid Fiorello in obtaining the specialized cannabis business knowledge

and resources needed to plan and execute its business strategy. Post-application, two Mingleridge Managing Directors will join Fiorello's Business Advisory Board and will have an equity relationship with Fiorello Pharmaceuticals.

Managing Director Thomas DiNanno is a national expert in homeland security and compliance issues having served in the Executive Office of the President as well as in the Department of Homeland Security where he designed security and compliance programs for the national critical infrastructure industries. Mr. DiNanno will advise Fiorello management on all aspects of security planning and compliance and work closely with management to ensure the security of all Fiorello products, facilities and people and to maintain strong relationships with state and local law enforcement and other response and oversight agencies.

Managing Director Marianne Bays is a medical cannabis industry and business analyst and consultant. Prior to working in the legal cannabis industry, she had over 20 years of experience [REDACTED] with [REDACTED] on process, performance and structure improvement; and in human resources and information systems management and measurement. She holds a PhD in Business – Organization and Policy Studies from CUNY Graduate Center. Dr. Bays will advise Fiorello management in design, implementation and improvement of critical business processes and will assist in planning and managing organizational improvement initiatives.

Managing Director Dave Charnick is a [REDACTED] in [REDACTED] with over 20 years of experience in the cannabis industry. He has expertise in cannabis cultivation, processing, business planning, operations, and extraction technology. He also has experience working with [REDACTED] [REDACTED] acting as a [REDACTED] [REDACTED] in the early days of [REDACTED] [REDACTED] in [REDACTED]. His years in the industry have provided a wealth of connections to both the recreational and medical marijuana industry. His expertise and deep network of industry contacts can be leveraged to strengthen the business plans of those entering the industry.

c. Dixie Brands

Fiorello and Dixie Brands have signed a letter of intent to enter into an exclusive Intellectual Property licensing and scientific consulting agreement for those products that are permissible under New York State law.

Dixie is the leader in medical marijuana infused products, and is proud to have received the first Infused Products Retail Marijuana License in the State of Colorado. The company's mission is to be the trusted source for innovative, safe, effective marijuana products — leading the industry through research, education and advocacy.

Dixie has a long-standing commitment to lab testing to verify the quality of their extracts and products. The company routinely lab tests at three stages within the production process. They start at the raw plant material stage to screen for possible contaminants and to verify cannabinoid levels. Once the raw plant material is extracted in their CO2 machines the oil is then tested for dosing purposes. At the finished product stage, samples go back to the lab to verify milligram amounts of THC and CBD in their products.

Although not all of Dixie's products and marketing are appropriate for the New York medical marijuana market, this strategic partnership aligns Fiorello with an undisputed national market leader that is skilled at producing safe and consistent medical marijuana products.

d. Jennifer Grossman, JD, Sustainability Advisor

Jennifer Grossman will provide Fiorello Pharmaceuticals with on-going services as an agricultural sustainability advisor. With more than 20 years of strategic environmental legal work in both the public and not-for-profit sectors, Jennifer is a conservation consultant in her [REDACTED] [REDACTED]. Now working with the [REDACTED] on a [REDACTED] [REDACTED], she is forging collaborative platforms between [REDACTED] to establish [REDACTED]. She is the [REDACTED] of [REDACTED] based company creating [REDACTED] and [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] initial venture, [REDACTED] [REDACTED] is the first and only New York State [REDACTED] raising [REDACTED] [REDACTED] [REDACTED] [REDACTED] is now followed by [REDACTED] [REDACTED] a unique producer of [REDACTED] [REDACTED] [REDACTED]. She is also a [REDACTED] of [REDACTED] an [REDACTED] [REDACTED] providing unique [REDACTED] adventures in [REDACTED].

Jennifer previously was for 11 years [REDACTED] for [REDACTED] [REDACTED] where she oversaw a [REDACTED] preserving more than [REDACTED] s of [REDACTED] throughout New York State through [REDACTED] and [REDACTED] [REDACTED], partnerships with [REDACTED] and [REDACTED] and [REDACTED] with [REDACTED] [REDACTED] and [REDACTED] partners. From 1993 to 2000, Jennifer was a Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters.

Jennifer sits on the boards of the [REDACTED] [REDACTED] the [REDACTED] [REDACTED] the [REDACTED] [REDACTED] and [REDACTED] [REDACTED]. She holds a J.D from Boston University School of Law and a joint B.A. in English Literature and Rhetoric and Political Science from Binghamton University. She will serve on the Fiorello Pharmaceuticals Business Advisory Board.

e. Brett Miller, Sustainability Advisor and Architectural Advisor

[REDACTED] is a full service [REDACTED] with experience across a broad range of projects types and sizes. Brett Miller founded [REDACTED] in [REDACTED] after academic training at Harvard (B.A.'92), Yale and Berkeley (M,Arch '96). Since then, Mr. Miller has achieved project success through design rigor, effective communication, and a focus on the details of program and construction. His award-winning work has been featured in local, regional, and national publications.

Since [REDACTED] [REDACTED] has focused on excellence in the design of [REDACTED] [REDACTED] and [REDACTED] [REDACTED]. With expertise in building systems, [REDACTED] has been promoting innovation in the rapidly evolving technologies of [REDACTED]. Through the refinement of the technical details associated with energy and water conservation,

temperature and humidity control, mold and contaminant prevention, odor mitigation, and facility security, [REDACTED] is at the design forefront of the [REDACTED] industry.

In addition to [REDACTED], [REDACTED] has contributed to the design of facilities for [REDACTED]. With ever changing techniques for [REDACTED] and [REDACTED] [REDACTED] maintains high standards for worker safety, process sanitation, and product integrity.

Based in [REDACTED], [REDACTED] has collaborated with the state's prominent growers in the design of major facilities. Over twenty-five marijuana-related projects have been completed, representing over 700,000 square feet of building area. With the expansion of medical marijuana beyond Colorado, Miller DesignWorks has brought the firm's expertise to other states, including Nevada, Massachusetts, and Illinois.

III. Staffing Plan

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

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

IV. Staff Education, Training and Development Plan

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

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

- V. **Commitment to Employees; Advanced Training and Education:**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Exhibit 1 – Organization Charts

A. Executives

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

Exhibit 1

B. Board Organization Charts

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

Exhibit 1

C. Accounting & Finance Organization

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

D. Human Resources Management Organization

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

Exhibit 1

E. Cultivation & Manufacturing Organization Chart

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

Exhibit 1

F. Security Organization Chart

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

Exhibit 1

G. Dispensary Organizational Chart

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

Exhibit 2a – Executive and Key Cultivation Personnel Staffing Time Line

- **The first Fiorello hires will be our entire executive team, including and key cultivation staff, who will train in Colorado during the manufacturing facility build out**

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

Exhibit 2b - Security & Cultivation Staffing Time Lines

- **Security management and technical security personnel will be hired in the second month of operation, prior to beginning cultivation**
- **Supervisory and Associate Growers who will be hired shortly after this, in order to begin training prior to the start of cultivation**

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

Exhibit 2c – Harvest and DTCP Staffing Time Line

- **Grow Laborers and DTCP employees will be hired shortly in advance of 1st crop maturity, so that training can be done before harvest**

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

Exhibit 2d –Product Manufacturing Staffing Time Line

- **Extraction and Product Formulation Personnel will be hired and trained before 1st harvest**

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

Exhibit 2e – Retail, lab technicians and remaining support personnel staffing time line

- **Pharmacists and Dispensary Managers will be hired during the final dispensary construction phase.**
- **Lab technicians will be hired and trained to process extractions, formulate and package products, and to perform Quality Assurance**
- **Pharmacy Technicians, Dispensary Security Officers, Transportation Security personnel and administrative support personnel will be hired shortly before dispensary opening**

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

Exhibit 3

Biographies of Fiorello Pharmaceuticals' key personnel are provided in this exhibit, to Attachment J, including members of its Board of Directors and Business Advisory Board, executives, managers, specialists and employees. Fiorello will also have a Scientific Advisory Board. Biographies of the members of Fiorello's Scientific Advisory Board are provided in Attachment D Operating Plan, Section 1 Manufacturing.

a. Board of Directors Bios

Ari Hoffnung, Chief Executive Officer and Founder

Ari is a [REDACTED]-generation [REDACTED] with two decades of experience on [REDACTED] and in [REDACTED]. Ari most recently completed his appointment as New York City's Deputy Comptroller for Budget & Public Affairs, where he helped oversee the City's [REDACTED] [REDACTED] and served as one of New York City government's chief liaisons to [REDACTED]

Ari also [REDACTED] a [REDACTED] composed of [REDACTED] and [REDACTED] that published [REDACTED], including [REDACTED] and [REDACTED] on the public-health and economic impacts of [REDACTED]: "[REDACTED]: [REDACTED] and [REDACTED]: The [REDACTED] on [REDACTED]

Through this policy research, his consultations with leading physicians and scientists, and by [REDACTED] the [REDACTED] and [REDACTED] of [REDACTED] with [REDACTED] like [REDACTED] and [REDACTED] Ari has become a passionate advocate for medical cannabis. He has provided expert testimony before the New York City Council, New York State Assembly, and New York State Senate about cannabis legalization and is often called upon by advocates and student groups to share his expertise.

In [REDACTED] 2013, with the assistance of the [REDACTED] [REDACTED] Ari studied that country's extensive medical cannabis program. He visited [REDACTED] that cultivate and dispense medical cannabis and consulted with [REDACTED] leading agricultural experts and scientists who do research on medical cannabis.

Prior to serving in New York City government, Ari was a [REDACTED], where he worked for more than a decade. Ari holds an MBA in Finance from New York University's Stern School of Business and a bachelor's degree from Queens College. He resides in the [REDACTED] [REDACTED] of the [REDACTED] with his [REDACTED] [REDACTED] and their [REDACTED] [REDACTED] and [REDACTED]

Ari has drawn on his extensive personal network to assemble a top-notch team comprised of senior-level professionals with a broad array of experience in government, health-care, pharmaceuticals, and branding.

Susan Yoss, Chief Financial Officer

Susan is an accomplished senior level finance executive with extensive experience in investing, financing, planning and business development for public and private companies, [REDACTED] [REDACTED] and [REDACTED] [REDACTED]. As a results-oriented [REDACTED], she has a proven track record of leading teams in dynamic organizations.

Susan began her career at [REDACTED], a global [REDACTED] and [REDACTED], where she held a variety of [REDACTED], [REDACTED] and [REDACTED] positions. After more than a decade at [REDACTED] Susan became the [REDACTED] for [REDACTED] [REDACTED], a [REDACTED] [REDACTED]. In this capacity, Susan provided strategic and financial leadership across diversified business holdings, including [REDACTED] [REDACTED] [REDACTED] and [REDACTED], as well as for other actively managed investment activities. Most recently, Susan served as [REDACTED] and [REDACTED] [REDACTED] for [REDACTED] [REDACTED] a \$ [REDACTED], where she managed finance, accounting, tax, operations and compliance functions.

Susan received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She is passionate about her community involvement and currently serves on the Board of Greyston Bakery, a nationally recognized pioneer in Social Enterprise, where she also Chairs the Finance Committee and the Board of Greyston Foundation. Previously, Susan served on the Board and Executive Committee of the Ovarian Cancer Research Fund, was on the Board and served as Treasurer of the Harmonie Club of New York, and was a Trustee for the Citizens Budget Commission.

Neil Leibowitz, MD, JD, President and Chief Medical Officer

Dr. Neil Leibowitz is a leading health-care executive with degrees in economics, law, and medicine. He is regularly asked to share his expertise on [REDACTED]-[REDACTED] and [REDACTED] [REDACTED] issues at medical conferences and academic institutions.

Neil is a [REDACTED] of [REDACTED], a health-care organization retained by the [REDACTED] [REDACTED] of [REDACTED] – through a multi-year contract valued at more than \$ [REDACTED] – to provide [REDACTED] [REDACTED] and [REDACTED] services to more than [REDACTED] [REDACTED] throughout the [REDACTED].

Neil is directly responsible for leading a staff of nearly [REDACTED] – including [REDACTED] [REDACTED], [REDACTED], [REDACTED], [REDACTED] and [REDACTED] – to care for the needs of a diverse patient population in one of the most complex and highly-regulated environments imaginable. His portfolio includes a broad range of financial and administrative responsibilities such as budgeting, recruiting, and 24x7 staffing.

[REDACTED] services adhere to the highest industry standards. Neil helps manage a team of more than [REDACTED] and [REDACTED], which [REDACTED] more

Dr. Siegel is a world-renowned expert in [REDACTED], a precise [REDACTED] [REDACTED] for [REDACTED]. A board member of the American College of Mohs Surgery, he was also the founder of the Division of Dermatologic Surgery at SUNY Stony Brook in 1990, where he established a surgical Fellowship Training Program.

Realizing the importance of participation and activism to advance patient care, Dr. Siegel has taken an active role in professional societies. On the national level, he is a past President and sat on the Board of Directors of the American Academy of Dermatology, and is the organization's advisor to the American Medical Association's RUC committee. Locally, he is active with the Long Island Dermatologic Society, the Suffolk County Dermatology Society, the Suffolk County Medical Society and the Medical Society of the State of New York.

He has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals and has been an invited guest on the People's Pharmacy syndicated radio show.

Dr. Siegel is a graduate of [REDACTED] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College. He also attended the W. Averell Harriman School for Management and Policy at SUNY Stony Brook where he earned a Master of Science degree in Management and Policy and a New York State Advanced Certificate in Labor/Management Studies. In addition to serving on Fiorello's Board of Directors, Dr. Siegel will be a member of Fiorello's Scientific Advisory Committee.

b. Business Advisory Board Bios

Charles R. Catalano, RPh
President of the Pharmacy Society of the State of New York
President of C&S Pharmacy Consultants

Charles R. Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. He brings expertise in state policy, professional outreach and education having worked with state and local governments. The innovative programs and policies he helped pioneer now serve as a model for pharmacists throughout the United States.

He collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Charles also played a key role in the successful passage of some of the state's most important public health legislation signed into law by Governor Andrew Cuomo, including a law which prohibits health insurers from mandating that New Yorkers fill their prescriptions using the mail order method and preserves their right to use community pharmacies. He was a passionate advocate for the Compassionate Care Act and

helped ensure that qualifying patients will receive professional counseling from licensed pharmacists in all of the state's medical marijuana dispensaries.

Charles currently serves as the President of the Pharmacy Society of the State of New York, the largest and oldest professional pharmacy organization in the state. His leadership experience spans over a decade, serving as President of both the New York City Pharmacists Society and the Italian American Pharmacists Society.

For the past 25 years, Charles has served as [REDACTED] of [REDACTED], servicing over [REDACTED] throughout the [REDACTED] including the [REDACTED] for the [REDACTED] [REDACTED] [REDACTED], and [REDACTED] [REDACTED]. He also supervises [REDACTED], an independent community pharmacy specializing in providing care to [REDACTED] [REDACTED] and [REDACTED].

Charles is committed to ensuring pharmacists remain one of the country's most trusted professionals. He maintains an active role in teaching and inspiring future leaders within the pharmacy practice. He was awarded Preceptor of the Year by St John's University where he has instructed pharmacy students for over 25 years. In 2005, in recognition for his outstanding record of civic leadership the American Pharmacists Association honored him with the Bowl of Hygeia Award. A [REDACTED] residing in [REDACTED] [REDACTED] [REDACTED] he is a graduate of Queens College and the Brooklyn College of Pharmacy.

Thomas DiNanno
Managing Director, Mingleridge Business Resources LLC
President of Republic Consulting Group
Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites, management of the National Communications System, the creation of a multi-year grant program to identify and secure high risk sites, security initiatives to protect at-risk infrastructure including dams, commercial properties, and iconic targets, and design and implementation of certain intelligence, risk analysis and scenario planning activities, as well as "insider threat" and continuity of government issues. DiNanno also served as a key architect of the DHS and Business Community interface, notably the establishment of multiple Sector Coordinating Councils and other information sharing programs.

From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. He is one of the

Jennifer Grossman, JD
Founder/President of FarmCo New York

With more than 20 years of strategic [REDACTED] in both the [REDACTED] sectors, Jennifer is a [REDACTED] in her [REDACTED]. Now working with the [REDACTED] on a [REDACTED] she is forging collaborative platforms between [REDACTED] to establish [REDACTED]. She is the [REDACTED] t of [REDACTED], a [REDACTED] company creating [REDACTED]. [REDACTED]'s initial venture, [REDACTED], is the first and only [REDACTED]. Another [REDACTED] [REDACTED] is a unique producer of [REDACTED]. Jennifer is also a founding partner of [REDACTED] an [REDACTED] providing unique [REDACTED] in [REDACTED].

For 11 years, Jennifer was [REDACTED] for [REDACTED] of the [REDACTED], where she oversaw a [REDACTED]. This initiative preserves [REDACTED] more than [REDACTED] acres of [REDACTED] throughout [REDACTED] through creative [REDACTED] and [REDACTED], partnerships with [REDACTED] and [REDACTED] and [REDACTED] with [REDACTED]. From [REDACTED] to [REDACTED] Jennifer was a [REDACTED] at the [REDACTED] for the [REDACTED] serving as [REDACTED] for the [REDACTED] and also [REDACTED] on [REDACTED] and [REDACTED].

Jennifer sits on the [REDACTED] of the [REDACTED], the [REDACTED], the [REDACTED], and [REDACTED]. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

André Doré
Owner, Integral Hockey Connecticut

André has served as an [REDACTED] of [REDACTED] at [REDACTED] a [REDACTED] of [REDACTED] at [REDACTED], and rose from [REDACTED] [REDACTED] to [REDACTED] at [REDACTED] where his client base included [REDACTED] as well as [REDACTED]. Prior to working in financial services, André enjoyed an [REDACTED] as a [REDACTED] for the [REDACTED], [REDACTED] and [REDACTED]. André is also the [REDACTED] of [REDACTED], specializing in [REDACTED] for [REDACTED]. He is also a [REDACTED] of the [REDACTED], a [REDACTED] that supports [REDACTED] as well as [REDACTED].

c. Fiorello Executive Team Bios

Ari Hoffnung, Chief Executive Office

See bio in Board of Directors section above

Neil Leibowitz, MD, JD, President & Chief Medical Officer

See bio in Board of Directors section above

Susan Yoss, Chief Financial Officer

See bio in Board of Directors section above

Lauren Handel, JD, Chief Compliance Officer

Lauren is a [REDACTED] in [REDACTED] firm [REDACTED] [REDACTED] where she [REDACTED] [REDACTED] on [REDACTED] and all aspects of law [REDACTED], [REDACTED] and [REDACTED]. She also represents clients in [REDACTED].

Lauren previously was a [REDACTED] at [REDACTED] where her practice concentrated on [REDACTED], as well as [REDACTED] ([REDACTED] and [REDACTED]).

Lauren earned her bachelor of arts degree, *cum laude*, from the University of Maryland, College Park in 1997; her JD, *cum laude*, from Georgetown University Law Center in 2002; and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law in 2013. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

Judith Tytel, General Counsel

Judi has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] (largely focused on [REDACTED]), and culminating in the leadership of all [REDACTED] supporting [REDACTED]. At [REDACTED] she helped shape the launches of [REDACTED] and [REDACTED] among many others. At its largest, the [REDACTED] Team, as it was known, consisted of approximately [REDACTED].

Judi was the lead [REDACTED] on the integration of [REDACTED] led by [REDACTED]. The work all her teams did led to a successful integration of the companies, despite vast differences in corporate culture and compliance profiles. It was a tribute to the working relationship between the attorneys and the business that allowed [REDACTED] to uncover, voluntarily disclose to the [REDACTED] and successfully resolve, issues surrounding [REDACTED] questionable marketing of [REDACTED]. Judi subsequently led the commercial side of two other [REDACTED] and the resulting state [REDACTED]. She was also a member of the [REDACTED] teams for both [REDACTED] and [REDACTED] for many years. Her participation

in strategic and tactical development in these varied aspects of the [REDACTED] business makes her unique among attorneys.

After [REDACTED] Judi joined the [REDACTED] as counsel in the [REDACTED]. She also started her own business, [REDACTED], a [REDACTED] business.

Judi has held both appointive and elective office on Long Island, serving as a member of the Zoning Board of Appeals and the Board of Trustees of the Village of Muttontown for many years. She is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University. Judi has also served on the Board of Planned Parenthood of Nassau County and is an active member of the National Council for Arts and Sciences of Washington University in St Louis and its NY Regional Council.

Eric Sirota, Chief Operating Officer

Eric has over 30 years of pharmaceuticals experience including [REDACTED] years at [REDACTED] where he held successive [REDACTED] roles in [REDACTED] and [REDACTED]. While at [REDACTED] he [REDACTED] major brands, [REDACTED], led [REDACTED] alliances and provided commercial leadership across [REDACTED] categories. Over a [REDACTED] year period beginning in [REDACTED] he successively led the marketing of [REDACTED], including [REDACTED], with annual sales ranging from [REDACTED]. In [REDACTED] Eric also led the [REDACTED] into the [REDACTED] US organization. In [REDACTED] he created a commercial strategy group that was responsible for driving ongoing business innovation and led the development and execution of the first [REDACTED] " [REDACTED] [REDACTED] designed to test different approaches to enhance sales force effectiveness and strengthen customer engagement.

After [REDACTED] Eric was appointed [REDACTED] of the newly created [REDACTED] at [REDACTED] where he led a [REDACTED] person organization providing a broad range of offerings to the pharmaceutical industry including market research, commercial analytics, strategic consulting, advertising and promotion, and outsourcing services focused on sales and other critical commercial functions. During his time at [REDACTED] he led the organization in developing new strategies to address the critical need within pharmaceuticals for sales and marketing solutions that enhance brand revenue, drive efficiencies and lower costs. He [REDACTED] after the company was [REDACTED].y.

Most recently, Eric served as [REDACTED] until [REDACTED] acquired the company at the end of [REDACTED], hired Eric when [REDACTED] took on the additional role of [REDACTED]. At [REDACTED] Eric was responsible for [REDACTED] and [REDACTED] ([REDACTED]) operations. In addition, he worked very closely with the [REDACTED] in support of the [REDACTED] process and successful sale of the company as well as in the development of a strategic plan in support of continued operations if the company remained an independent entity.

Dave Pompei, PharmD, R.Ph. Chief Scientific & Dispensary Officer

Dave brings expertise in pharmacy management, product development, and clinical research. He will lead Fiorello's dispensary operations, commercial development, and health education programs.

Beginning his career as an [REDACTED] at [REDACTED], Dave witnessed firsthand not only the [REDACTED] upon patients of [REDACTED] and their associated [REDACTED] but their pursuit of [REDACTED] that may relieve their [REDACTED] and [REDACTED]. With an eye towards entrepreneurship, Dave gained [REDACTED] experience managing a [REDACTED] and \$ [REDACTED] as manager and [REDACTED] at the [REDACTED] [REDACTED] - now a [REDACTED]. His most rewarding project was growing the [REDACTED] program to serve over [REDACTED] patients.

In [REDACTED] Dave [REDACTED] to [REDACTED] to become a [REDACTED] a [REDACTED]. Leveraging his unique background in formulation science and compounding, he [REDACTED]. Projects included a line of [REDACTED] for [REDACTED] a [REDACTED], and the [REDACTED] with [REDACTED], a forward thinking [REDACTED]

Currently, Dave coordinates [REDACTED] and [REDACTED] in [REDACTED]. He is co-investigator on an [REDACTED] study examining the use of an [REDACTED] from [REDACTED] in treating [REDACTED]. He also advocates on behalf of patients suffering from [REDACTED] and [REDACTED] [REDACTED] most recently by championing for the inclusion of these conditions in the [REDACTED] of the Board of Physicians. Dave received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration. He is an active member of the [REDACTED], volunteers with [REDACTED], and [REDACTED]

Michele Pfannenstiel, DVM, Director of QA & Lab Analytics

Dr. Michele Pfannenstiel has over 6 years of experience [REDACTED] and [REDACTED] on [REDACTED] and [REDACTED] for [REDACTED] and [REDACTED] across a wide spectrum of [REDACTED], but with a specialty in [REDACTED]. She is an expert in [REDACTED] and [REDACTED] planning. [REDACTED] is a systematic preventive approach to [REDACTED] from [REDACTED] and [REDACTED] in [REDACTED] processes that can cause the finished product to be [REDACTED] and designs measurements to reduce these [REDACTED] to a [REDACTED]. The [REDACTED] and [REDACTED] utilize mandatory [REDACTED] programs for [REDACTED] and [REDACTED] finding it an effective approach to [REDACTED] and protecting public health

Michele earned her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. In her second year of study at the University of Georgia College Of Veterinary Medicine, Michele was chosen for the prestigious Health Professions Scholarship Program through the US Army. Upon receiving her DVM, Dr. Pfannenstiel commissioned into the US Army Veterinary Corps, where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, Michele was responsible for managing food

inspection in a geographic area from Saratoga Springs New York to the Central New Jersey shore. This involved inspection of over 50 facilities for compliance with DOD, FDA and USDA standards including the PMO. Codex Alimentarius, food defense and biosecurity protocols

Michele is the [REDACTED] and [REDACTED] of [REDACTED], a company that creates and implements [REDACTED] that comply with current [REDACTED] regulations and industry standards, [REDACTED], as well as [REDACTED] [REDACTED] builds [REDACTED] to create a [REDACTED]. They also [REDACTED] [REDACTED] programs to [REDACTED]

Michele is an [REDACTED] certified [REDACTED] providing accredited [REDACTED] training. She is also an [REDACTED].

* See attached [REDACTED]

John A. Sullivan, Chief Technology Officer

John joins the Fiorello Pharmaceutical team with more than 35 years as an [REDACTED] [REDACTED] and [REDACTED] t [REDACTED] Effective [REDACTED] management is a mission-critical function at Fiorello Pharmaceuticals. This is due to the heavy, government compliance reporting requirements in the cannabis industry.

Prior to joining Fiorello, John was in [REDACTED] positions at [REDACTED] in [REDACTED] and [REDACTED] [REDACTED] John and his organization researched, developed, launched and managed a number of [REDACTED] These products and services were sold around the world to [REDACTED] of [REDACTED], as well as [REDACTED] and [REDACTED]. The product portfolio that John managed for [REDACTED] generates in excess of \$ [REDACTED] in annual revenue. Most recently, John [REDACTED] an [REDACTED] [REDACTED] sold through [REDACTED]s product management team.

John holds a B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University.

Josh Malman, Master Grower

Josh Malman oversees [REDACTED], one of the [REDACTED] [REDACTED] in the United States. After earning his Bachelor of Science degree in Horticulture at the University of Wisconsin- Madison, Josh [REDACTED] to [REDACTED] to work for [REDACTED] [REDACTED], the largest [REDACTED] of [REDACTED], [REDACTED] and [REDACTED] in the country. In [REDACTED] he was recruited by the [REDACTED] [REDACTED] to bring his horticultural expertise and past experience to [REDACTED] [REDACTED]

In addition to directing, managing and training all cultivation staff, he oversees the product quality and quantity management for [REDACTED]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. He has experience cultivating 131 different strains. He will bring this expertise to Fiorello Pharmaceuticals.

Additionally, Josh is [REDACTED] with [REDACTED]. In [REDACTED] Mr. Malman went to [REDACTED] to meet with [REDACTED] that have been [REDACTED] and [REDACTED] [REDACTED] for over [REDACTED] years. The [REDACTED], with Josh's help, intends to learn more about the genetics of the strains and how the unique genetic makeup of the plants affect patients in varying degrees of ailments. Over the past [REDACTED] months, Josh has also been actively involved with a [REDACTED], working with the [REDACTED] of [REDACTED] on best practices for the industry. One of the main focuses of this group is safe pesticide usage on marijuana.

Elizabeth Keyser, Director of Cultivation/GAP Specialist

Liz joins the Fiorello Pharmaceutical Team with certification in Good Agricultural Practices (GAP)* and expertise in cultivation management, and food safety management. Since 2012, she has been the [REDACTED] and [REDACTED] for [REDACTED], where she [REDACTED] and [REDACTED] of [REDACTED] and [REDACTED] coordinating a crew of up to [REDACTED] in the [REDACTED] and [REDACTED]. Her responsibilities have included [REDACTED] through [REDACTED] and [REDACTED].

She was also the [REDACTED], responsible for implementing their [REDACTED] by monitoring and training staff, keeping up to date on legislation, filling out paperwork, conducting internal audits, and preparing for yearly USDA audits. This experience included writing and implementing a [REDACTED] and [REDACTED].

Liz earned her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry. Her college coursework and lab work included: hands on practice in propagation techniques, including starting from seed, cuttings, grafting and aseptic cell culture; learning about plant physiology, taxonomy and pathology; and afforded her the underlying principles of chemistry, biology, ecology and quality assurance in cultivation work.

* See attached GAP certificate in Exhibit 4

Robert Verstandig, Head Grower

Bob was the [REDACTED] of all [REDACTED] and [REDACTED] for [REDACTED], [REDACTED] for [REDACTED] years, [REDACTED] operations that [REDACTED] s for sale to wholesale and retail customer, for display, exhibition, and research. The [REDACTED] business, in its [REDACTED] of operation, [REDACTED] during the [REDACTED] s of Bob's [REDACTED]. Initially a [REDACTED] square foot [REDACTED] operation with [REDACTED] Bob oversaw its [REDACTED] and [REDACTED] to over [REDACTED] square feet and [REDACTED] employees. Bob's expertise includes [REDACTED] and [REDACTED], [REDACTED], [REDACTED] operation and design. He is skilled in identification of potential growing problems, such as disease, insects and weed pests and also in assessing watering and nutritional requirements for each plant species. Bob is a NYSDEC Licensed Commercial Pesticide Applicator. At [REDACTED] he was responsible for [REDACTED] and [REDACTED] of [REDACTED] to be [REDACTED] and [REDACTED] planting and care schedules. He also selected and

[REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED] and hard goods, such as planting containers.

Bob earned his BS in Soil and Plant Science at the University of Vermont, with a concentration in Ornamental Horticulture. He brings significant expertise to Fiorello Pharmaceutical in large-scale commercial indoor growing, including temperature control, light requirements, mediums, nutrients, air flow, equipment maintenance and problem solving. He is also knowledgeable about regulatory compliance, safety and environmental regulation compliance and greenhouse construction management.

Ryan Cook, Product Director

Ryan is the [REDACTED] of [REDACTED] where he has been responsible for all [REDACTED], including [REDACTED], [REDACTED], and [REDACTED] and [REDACTED].

Ryan has [REDACTED] of [REDACTED] for [REDACTED] from a [REDACTED] [REDACTED] and [REDACTED]. He has also been extensively involved with developing Colorado's marijuana laws and regulations as well as our [REDACTED] regulatory compliance procedures. He participated in [REDACTED]s for the state of [REDACTED] city [REDACTED] and [REDACTED] and meetings of the [REDACTED], [REDACTED] and [REDACTED] and [REDACTED]. At the request of regulatory officials, he also [REDACTED] on [REDACTED] [REDACTED] where he helped [REDACTED] and [REDACTED] for [REDACTED]. Most recently, Mr. Cook was [REDACTED] to be a [REDACTED] of [REDACTED] of [REDACTED] and [REDACTED]. His recommendations have helped to establish industry wide safety regulations, improvements and requirements for the commercial production of medical grade concentrate products. He will bring this expertise to Fiorello Pharmaceuticals.

Prior to joining the [REDACTED] Mr. Cook served as the [REDACTED], a [REDACTED] [REDACTED] and [REDACTED] services firm, where he acquired extensive experience in all aspects of real estate development and improvement, including architecture, planning, project management and construction. Mr. Cook received a Bachelor of Architecture with an emphasis on environmental design from the University of Colorado – Boulder.

Lawrence M. Stanton, Chief Security Officer

Larry is a highly experienced technical expert with over 30 years of experience [REDACTED] and [REDACTED] and [REDACTED] for [REDACTED] and [REDACTED]. He is one of the nation's foremost experts in [REDACTED] and [REDACTED] and [REDACTED] having designed, implemented and managed programs for the [REDACTED], [REDACTED] and [REDACTED].

From August 2011 to August 2014, Larry was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA), leading this component of EPA

with direct responsibility for three major program areas: prevention of chemical disaster; agency level management of a major event involving contamination to the environment; and the National chemical, biological and radiological emergency response and removal capability. During his tenure with EPA, the Office of Emergency Management implemented major revisions to both Risk Management Plan (RMP) regulation and Spill Prevention, Control and Countermeasure (SPCC) regulation. Larry also managed the Agency level response to two major events (Super storm Sandy and the West Fertilizer explosion) and conducted an average of 300 emergency response actions per year, including all such response that were too large or complex to be managed by industrial or state assets.

Larry served as EPA's leading expert on the programs under OEM supervision, and was personally acknowledged to be the Agency's leading expert on: large scale (agency level) incident management; chemical and petrochemical industry structure, practices and standards for process safety, security and risk analysis; interactive effects of chemical safety and chemical security risk management; and process safety analytical methods

From 2003 to 2011 Larry held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. He was a Senior Technical Advisor, Office of Infrastructure Protection from 2008-2011. Prior to this, for two years he was the Director of the Infrastructure (formerly Chemical) Security Compliance Division. In this capacity, Larry designed, developed and implemented the Department's Chemical Facility Anti-Terrorism Standard (CFATS) – the regulation governing security practices in the chemical sector. In his initial two years with Homeland Security, Larry was Deputy Director of the Risk Management Division, responsible for design, development and implementation of the Department's Security Risk Analysis process, including vulnerability analysis, risk assessment and the Department's Commercial Nuclear Security and Commercial Chemical Programs.

Larry holds Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

d. Dispensary

Sandy Rob Nelson, RPh, Pharmacist

Sandy brings over 25 years of experience as a registered pharmacist in NY State to his role at Fiorello Pharmaceuticals. This includes work as [REDACTED]; [REDACTED] and [REDACTED]. He also served as [REDACTED] at [REDACTED] a company that provides a [REDACTED] services to [REDACTED]. This role involved acting as the [REDACTED], the [REDACTED], working with [REDACTED] to ensure [REDACTED] and [REDACTED] and [REDACTED] in various [REDACTED]. Sandy also has experience [REDACTED] and [REDACTED].

Sandy received his Bachelor of Science degree in Pharmacy from Northeastern University's College of Pharmacy and Allied Health Professions.

Attachment J - Exhibit 4 – Specialized personnel certifications

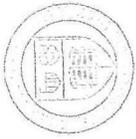
4a – GAP Certification – Liz Keyser

4b - ASQ HACCP Auditing Certification – Michele Pfannenstiel

Food Safety Begins on the Farm



Cornell University



THIS CERTIFIES THAT

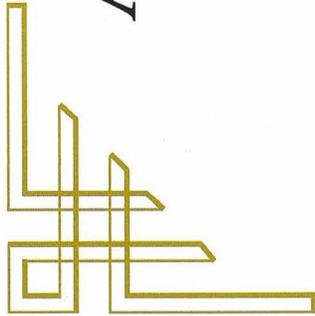
Elizabeth Ann Keyser

Has successfully completed the
Good Agricultural Practices Online Produce Safety Course
Implementing GAPs: A Key to Produce Safety

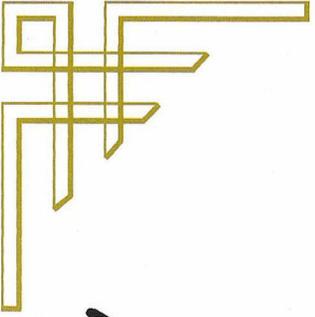
February 20, 2013

Ms. Elizabeth A. Bihn, Coordinator
National GAPs Program

Dr. Robert B. Gravani, Professor
Department of Food Science



American Society for Quality



Michele T Pfannenstiel

*has satisfactorily fulfilled the requirements established
by the Society for professional attainment in*

HACCP Auditing

and is, therefore, certified by the Society as a

Certified HACCP Auditor

Certification Number 1263
Certification Date 10/5/2013
Recertify By 12/31/2016



Stephanie D. Whelan
Chair, Certification Board



Chair

Exhibit 5a – Grow Employee Training Logs



Grow Laborer Task-list

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

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

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

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

Exhibit 5b– DTCP Training Logs



Assistant Manager Training Log

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

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

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

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

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

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

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

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

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

Exhibit 5c – Extraction & Product Formulation Training Logs



Processing Manager Training Log

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

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

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

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

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

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

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

Exhibit 5d – Dispensary Training Log



Assistant Manager Training Log

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

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

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

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

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

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

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

Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED]

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] to the [REDACTED] Y employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an assistant clinical professor of psychiatry at the Albert Einstein College of Medicine and was the mental health inpatient director at Montefiore Hospital

Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] in [REDACTED] and [REDACTED] for [REDACTED] and [REDACTED]. She held a number of [REDACTED] and [REDACTED] positions at [REDACTED], a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] and [REDACTED] Advisors, a \$1 billion hedge fund.

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED] as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED]. At [REDACTED] he [REDACTED] the [REDACTED] for [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to become [redacted] and launched his own [redacted]. He currently [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] at [redacted] and [redacted]. Mr. Sullivan and his [redacted], [redacted], and [redacted] a number of [redacted] and [redacted] services that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] for the [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted] a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] and [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted], he oversees the [redacted] and [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted], where she [redacted]. Her responsibilities included [redacted] through [redacted] and [redacted]. Ms. Keyser was also the [redacted], which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [REDACTED] and was an [REDACTED]. He is a [REDACTED] at the [REDACTED] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [REDACTED]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[REDACTED]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[REDACTED]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [REDACTED], in a research and development, regulatory, and strategic capacity. Currently, as he [REDACTED] with [REDACTED]. Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [REDACTED]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [REDACTED] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED]-based company and [REDACTED]. Ms. Grossman was [REDACTED] for [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] at [REDACTED], a [REDACTED], and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Attachment K

Verification of Internet Connectivity at all Fiorello Pharmaceuticals locations

In this attachment, please find copies of emails received from Time Warner Cable and Verizon Communications, which verify that high-speed Internet service is available, and can be ordered at the specific street addresses of all of Fiorello Pharmaceutical intended locations:

1. Cultivation Facility - Scotia, NY
2. Dispensary – Rochester, NY
3. Dispensary – Syracuse, NY
4. Dispensary – Yonkers, NY
5. Dispensary – Great Neck, NY

Note: A sixth address in Locust Valley LI is mentioned in the e-mail from Verizon. That potential dispensary location is no longer under consideration by Fiorello Pharmaceuticals.

Building 201; Street A, Glenville Business and Technology Park, Scotia, NY 12302

Inbox x



Massa, Edmond

12:26 PM (1 hour ago)

to me

John,

- Please accept this email notification that Time Warner Cable Business Class has determined, and confirms, that the above listed address is a serviceable location for Internet and Telephone Service. Our service and “backbone” is a 100% fiber optic based network entirely owned, operated and maintained by Time Warner Cable. Our fiber service provides symmetrical connectivity speeds from 5Mbps up to 10Gbps for consistently reliable upload and download speeds. Should you have any other questions or concerns, please advise.

Regards,
Ed

Edmond G. Massa

Account Executive | East Region
Time Warner Cable Business Class

20 Century Hill Drivel Latham, NY 12110
[\(518\) 242-8923](tel:(518)242-8923) (o) | [\(518\) 925-1295](tel:(518)925-1295) (m)
www.twcbc.com

900 Jefferson Road, Suite 123, Rochester, NY 14623

Inbox x



Massa, Edmond

12:32 PM (1 hour ago)

to me

John,

Please accept this email notification that Time Warner Cable Business Class has determined, and confirms, that the above listed address is a serviceable location for Internet and Telephone Service. Our service and “backbone” is a 100% fiber optic based network entirely owned, operated and maintained by Time Warner Cable. Our fiber service provides symmetrical connectivity speeds from 5Mbps up to 10Gbps for consistently reliable upload and download speeds. Should you have any other questions or concerns, please advise.

Regards,
Ed

Edmond G. Massa

Account Executive | East Region
Time Warner Cable Business Class

20 Century Hill Drivel Latham, NY 12110
[\(518\) 242-8923](tel:(518)242-8923) (o) | [\(518\) 925-1295](tel:(518)925-1295) (m)
www.twcbc.com

720 Orwood Place, Syracuse, NY 13208

Inbox x



Massa, Edmond

12:33 PM (1 hour ago)

to me

John,

Please accept this email notification that Time Warner Cable Business Class has determined, and confirms, that the above listed address is a serviceable location for Internet and Telephone Service. Our service and “backbone” is a 100% fiber optic based network entirely owned, operated and maintained by Time Warner Cable. Our fiber service provides symmetrical connectivity speeds from 5Mbps up to 10Gbps for consistently reliable upload and download speeds. Should you have any other questions or concerns, please advise.

Regards,
Ed

Edmond G. Massa

Account Executive | East Region
Time Warner Cable Business Class

20 Century Hill Drive | Latham, NY 12110
[\(518\) 242-8923](tel:(518)242-8923) (o) | [\(518\) 925-1295](tel:(518)925-1295) (m)
www.twcbc.com

from: **Maglis, John**
T <john.maglis@verizon.com>

to: John Sullivan
<john.sullivan@fiorellopharm.com>

date: Wed, May 27, 2015 at 4:02 PM

subject: RE: Please advise Verizon Internet service for these 3 locations

mailed-
by: verizon.com

signed-
by: verizon.com

J. Sullivan,

Here are the following results:

**917 Northern Blvd.
Great Neck, NY 11021**

We can provide phone and internet (dsl) at the location. The internet speed is 7m/768k.

35 East Grassy Sprain Road, Yonkers, NY 10710

We can provide phone and FiOS at the location up to 500/500m

**480 Forest Ave.
Locust Valley, NY 11560**

We do offer service at this address for phone and FiOS. FiOS top speed at 300/300m.

I hope this information was helpful to you. Thank you..

**John Maglis
eCenter Business Mass**

Attachment L
§ 1004.5 (b) 12

Construction Timetable and Project Overview

The following time-table identifies the Fiorello Pharmaceuticals key milestone plan for getting into production within six months of acquiring our NY cannabis license.

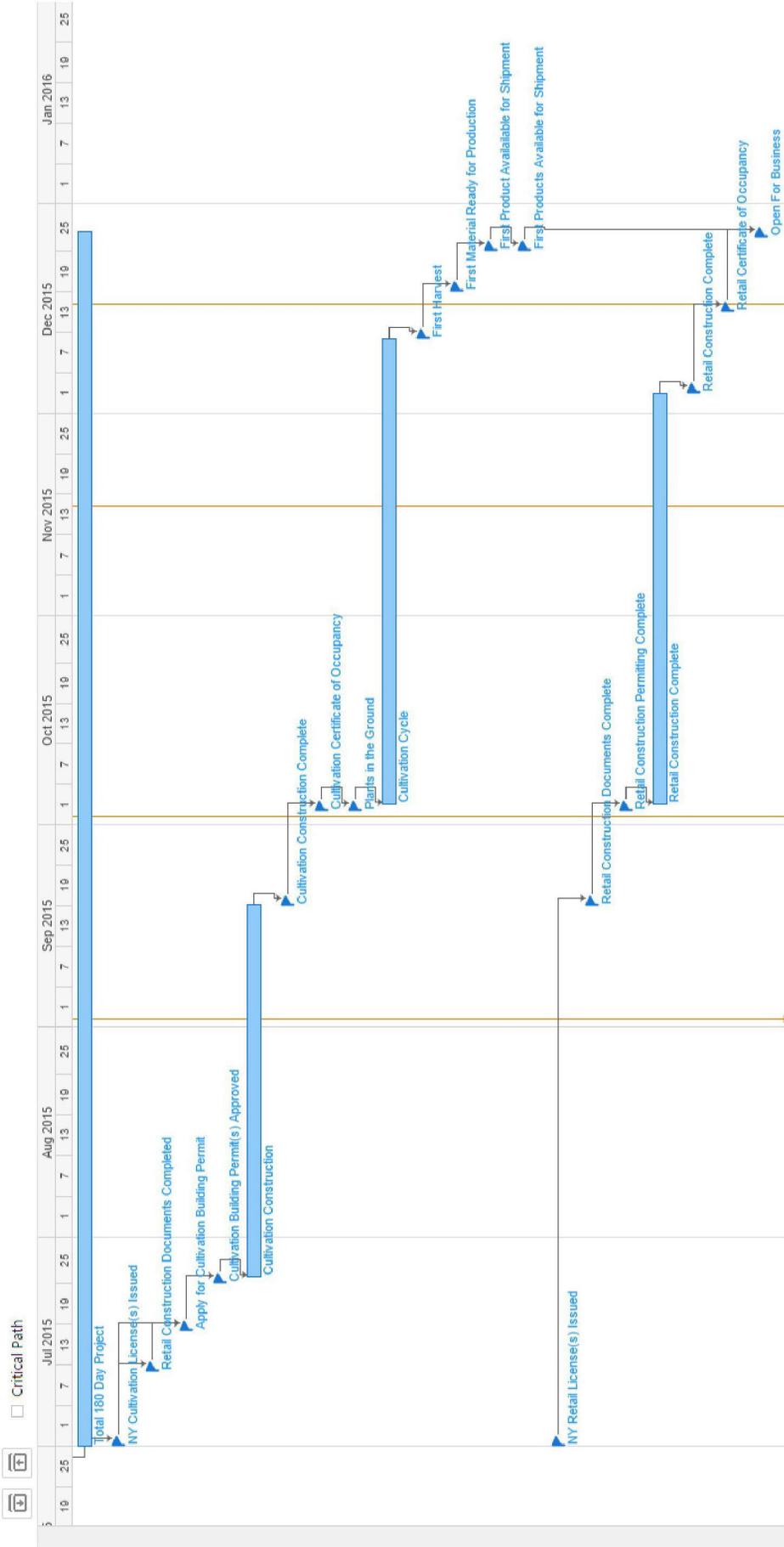
Assuming licenses will be issued July 1, 2015, Fiorello will have construction of the cultivation facility complete, and the certificate of occupancy in hand by mid-September 2015, and will have products available for shipment to all four dispensaries by mid-December 2015.

Simultaneously, with the first cultivation underway, retail construction permits will be obtained and dispensary construction underway. Dispensaries will open for business before end-of-year 2015.

01 New NY Milestones

active to: all

Search



Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED]

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] services to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED]

Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] and [REDACTED] for [REDACTED]. She held a number of [REDACTED] at [REDACTED], a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] and [REDACTED] for [REDACTED]

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] of [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of [REDACTED], [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED] as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED] was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After Pfizer, Judi joined the [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED]

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED]. At [REDACTED] he [REDACTED] the [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] at [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to become [redacted] and launched his own [redacted]. He currently [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted] most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] at [redacted] and [redacted]. Mr. Sullivan and his [redacted] and [redacted] a number of [redacted] and [redacted] services that were sold around the world to protect the [redacted] of [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] programs for the [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central New Jersey shore. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted], a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted] he [redacted] and [redacted] for [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted], where she [redacted]. Her responsibilities included [redacted] through [redacted] and [redacted]. Ms. Keyser was also the [redacted], which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [REDACTED] and was an [REDACTED] Care. He is a [REDACTED] at the [REDACTED] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [REDACTED]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

[REDACTED]

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

[REDACTED]

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [REDACTED], in a research and development, regulatory, and strategic capacity. Currently, as he [REDACTED] she [REDACTED] with [REDACTED]

Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [REDACTED]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [REDACTED] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over [REDACTED] years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] a [REDACTED]-based company and [REDACTED]. Ms. Grossman was [REDACTED] for [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] at [REDACTED], a [REDACTED], and [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.

Attachment M: Statement pursuant to 10 NYCRR § 1004.5(b)(8)

Aaron Hoffnung, CEO of Fiorello Pharmaceuticals, declares as follows:

As demonstrated in this Application for Registration and all accompanying attachments and appendices, Fiorello Pharmaceuticals, 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.

Dated:

6/4/2015

Signed:

Aaron Hoffnung

Aaron Hoffnung, CEO
Fiorello Pharmaceuticals, Inc.

ltomassetti@monroecounty.gov

Fiorello Pharmaceuticals proposed location at 900 Jefferson Road, Town of Henrietta

June 3, 2015 1:29 PM

Mr. Depaul,

I have reviewed the security plan from Fiorello Pharmaceuticals in its entirety. While the Monroe County Sheriff's Office does not endorse private companies, I can ensure you that Fiorello Pharmaceuticals would receive the very same level of professional service and response that we offer to all citizens and businesses in the county.

Sincerely,

Major Lou Tomassetti
Police Bureau Operations
Monroe County Sheriff's Office
130 S. Plymouth Avenue
Rochester, New York 14614
Phone: (585) 753-4713
LTomassetti@monroecounty.gov

-- Confidentiality Notice -- This email message, including all the attachments, is for the sole use of the intended recipient(s) and contains confidential information. Unauthorized use or disclosure is prohibited. If you are not the intended recipient, you may not use, disclose, copy or disseminate this information. If you are not the intended recipient, please contact the sender immediately by reply email and destroy all copies of the original message, including attachments.

From: JosephCiciarelli@ongov.net
Subject: Fiorello Pharmaceuticals proposed location 726 Orwood Place, Syracuse, NY
Date: June 3, 2015 10:03:14 PM EDT
To: [REDACTED]

Retired Chief Inspector DePaul,

|| A review of the security plan for the above proposed location has been completed. While the Onondaga County Sheriffs Office can not endorse private companies, or their security plans, I can state that Fiorello Pharmaceuticals would receive the same level of police services that is offered to all of the citizens and businesses in Onondaga County provided by the Onondaga County Sheriffs Office. Please feel free to contact me at anytime with questions and concerns.

Regards

Joseph Ciciarelli
Chief of Police Division
Onondaga County Sheriffs Office
407 South State St
Syracuse, New York 13202
315 435 3052
Sent from iPhone

Charles Gardner <charles.gardner@ypd.YonkersNY.gov> 
Fiorello Pharmaceuticals Security Plan
June 3, 2015 4:28 PM

Retired Chief Inspector Depaul,

Thank you for sharing with us your detailed security plan, for Fiorello Pharmaceuticals, which includes a proposed site in the City of Yonkers. Please be assured that the Yonkers Police Department is a professional, accredited law enforcement agency that can appropriately respond to any incident that may occur at the proposed facility.

Charles Gardner
Police Commissioner
Yonkers Police Department
(914) 377-7200
(914) 377-7213 fax
charles.gardner@ypd.yonkersny.gov





FIORELLO

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

VOLUME 8



FIORELLO

PHARMACEUTICALS

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June 5, 2015

Appendix A

Affidavits

THE DOCUMENTS IN THIS APPENDIX A
CONTAIN PRIVATE PERSONAL
INFORMATION EXEMPT FROM
DISCLOSURE UNDER NY PUBLIC
OFFICERS LAW § 87(2)(b). THE
ORIGINALS COULD NOT BE STAMPED
FOR DISCLOSURE.



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Marianne Bays 3. Title: Business Consultant
4. Briefly describe the role of this person or entity in the proposed registered organization:
Marianne Bays, PhD is a Managing Director of Mingleridge Business Resources LLC, which will own stock in Fiorello Pharmaceuticals, Inc. if becomes a Registered Organization. Utilizing her background in organizational structuring and management processes, she will provide management consulting assistance to Fiorello Pharmaceuticals after licensure, during construction and operational start up. She will also serve as a member of Fiorello's Business Advisory Board.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Marianne Bays 3. Title: Business Consultant
4. Briefly describe the role of this person or entity in the proposed registered organization:
Marianne Bays, PhD is a Managing Director of Mingleridge Business Resources LLC, which will own stock in Fiorello Pharmaceuticals, Inc. if becomes a Registered Organization. Utilizing her background in organizational structuring and management processes, she will provide management consulting assistance to Fiorello Pharmaceuticals after licensure, during construction and operational start up. She will also serve as a member of Fiorello's Business Advisory Board.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone [redacted] 9. Fax [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Baruch College, Graduate Center CUNY; Montclair State College (1974-1975); Montclair State College (1970-1974).



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

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

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

8. Phone [redacted] 9. Fax [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, Dates Attended (From, To), Degree Received, Date Received. Rows include Baruch College, Graduate Center CUNY; Montclair State College; Montclair State College.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 16: Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

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

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



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Includes header row and 6 empty data rows.

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

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



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, 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, and a section for 18. Offices Held or Ownership Interest in Other Businesses with a question about owning or operating a business.

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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for 'Reason For Departure' and '18. Offices Held or Ownership Interest in Other Businesses'.

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



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

Form with fields for From, To, Business Type, Office Held/Nature of Interest, and Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable. Includes checkboxes for open, closed, and proposed.



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

Form with two identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest' field includes checkboxes for 'open', 'closed', and 'proposed'.



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.

Additional Professional Activities:

Memberships/Offices

- Board Member, Three Little Kittens (kitten rescue, foster care & adoption service), 2004 to present
- Member, Quality Assurance Institute (QAI) Strategic Board of Directors, 2001 to 2004
- 1996 President, International Personnel Management Association Assessment Council (IPMAAC)
- Member, IPMAAC Board of Directors, 1989 to 1997
- Senior (Baldrige) Examiner, 1993 New Jersey Quality Achievement Award

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: Marianne Bays

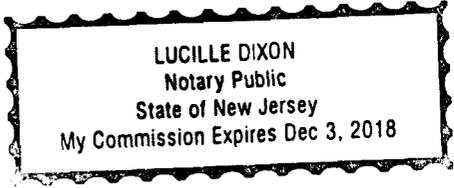
Date: 5/28/2015

Notary Name: Lucille Dixon

Notary Registration Number: #2160401

Notary (Notary Must Affix Stamp or Seal)

Date: 5/28/2015





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

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

1. Business Name: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Terrance Berland 3. Title: Director, Sonic Health
4. Briefly describe the role of this person or entity in the proposed registered organization:
Officer of Sonic Health Corporation, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone 9. Fax

10. Email

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include University of Notre Dame and Northwestern Kellogg Graduate School of Mgmt.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. The table is currently empty.

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

Form with fields: 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, 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? [X] 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

Form with fields for From, To, Business Type, Name and Address of Business, Office Held/Nature of Interest, and Name, Address and Phone Number of Licensing/Regulatory Agency. Includes checkboxes for open, closed, and proposed.



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.

In addition to the [redacted] role at the [redacted] in [redacted] and the [redacted] role at my [redacted], I was also a [redacted] at [redacted] - with a particular focus on [redacted] and [redacted]

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

Signature: [Handwritten Signature]

Date: 5/30/2015

Notary Name: [Handwritten Name]

Notary Registration Number: 1426520

Notary (Notary Must Affix Stamp or Seal) [Handwritten Signature and Notary Stamp]

Date: 05/30/2015



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Susan E. Bryde 3. Title: investor
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A:

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

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

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

8. Phone: [redacted] 9. Fax [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Bryn Mawr College, Baylor College of Medicine, UT Southwestern General Surgery Residency, and UT Southwestern Urology Residency.



**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
M.D.		Texas	1980	About 1995
M.D.		Vermont	1988	About 1991
M.D.		New York	1990	About 2000
DEA		US Government	1980	About 2000

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.

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



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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor, and Position/Responsibilities.

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

Form with three entries. Each entry includes fields for 'From', 'To', 'Business Type', 'Office Held/Nature of Interest', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable'. The first entry is pre-filled with 'About 2006' to 'Present' and 'Bell Gates Homeowners Association'.



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.

Investor only

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

Signature: [Handwritten Signature] Date: June 1, 2015
Notary Name: Marcia Phyllis Hollander Notary Registration Number: 01HO6145673
Notary (Notary Must/Affix Stamp or Seal) Date: June 1, 2015
MARCIA PHYLLIS HOLLANDER
Notary Public - State of New York
NO. 01HO6145673
Qualified in Suffolk County
My Commission Expires 5/8/18



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Daniel Canerick 3. Title:
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come into contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

Form with fields for 8. Phone, 9. Fax, 10. Email, 11. Residence Address, 12. City, 13. State, 14. ZIP Code, and 15. Formal Education table.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1 contains handwritten entry: Real Estate Associate Broker, license number 15301209013, Department of State Albany, NY, effective date 05/19/13, expiration date 08/19/15.

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



Appendix A:

Affidavit for Board Members, Officers, Managers, Owners, Partners,
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Form with fields: Street Address, City, State, Zip Code, 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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for Reason For Departure and a section for 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with three identical sections for business information, including fields for From, To, Business Type, Office Held/Nature of Interest, and Licensing/Regulatory Agency details.



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 will not be involved in Fiorello's operations.

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

Signature: [Handwritten Signature] Date: 6/1/15
Notary Name: Michael Senz Notary Registration Number: 01SE6114952
Notary (Notary Must Affix Stamp or Seal) Date: June 1, 2015
State of New York
County of New York
Sworn to before me this 1st day of June, 2015 by Daniel Canarick
[Signature]

MICHAEL SENZ
Notary Public-State of New York
No. 01SE6114952
Qualified in New York County
Commission Expires 8/30/2016



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Lima 5 Holdings LLC by Jeffrey Canarick, Managing Member 3. Title: Member
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax [redacted]

10. Email [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include California Western School of Law, Syracuse University, and Hofstra University.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains entries for Attorney and Real Estate Broker.

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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with fields for: Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable; From; To; Business Type; Name and Address of Business; Office Held/Nature of Interest; checkboxes for open, closed, proposed.



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: [Handwritten Signature] Date: 5/28/15
Notary Name: NATASHA HANCHI Notary Registration Number: 0211A6234257
Notary (Notary Must Affix Stamp or Seal) [Handwritten Signature] Date: 5/28/15
NATASHA E HANCHI
Notary Public - State of New York
NO. 01HA6254257
Qualified in Queens County
My Commission Expires Jan 17, 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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Jonathan Canarick 3. Title: Managing Member
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax [redacted]

10. Email [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains data for University of Michigan and Columbia University.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1 contains '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

Name of Employer:
Type of Business:



Appendix A:

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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with fields: From: 2015, To: Current, Business Type: Investment Firm, Office Held/Nature of Interest: Member, checkboxes for open, closed, proposed, and a field for Name, Address and Phone Number of Licensing/Regulatory Agency.



Appendix A:

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

Form with two entries. Entry 1: From: 2015, To: Current, Business Type: Investment, Office Held/Nature of Interest: Member, Name and Address of Business: Marcan Partners, 55 E. 86th Street, New York, NY. Entry 2: From: 2014, To: Current, Business Type: Investment, Office Held/Nature of Interest: Member, Name and Address of Business: BBB Holdings LLC, Greenwich, CT 06830. Includes checkboxes for open, closed, proposed.

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

Form with two identical sections for business information, including fields for From, To, Business Type, Office Held/Nature of Interest, and Name, Address and Phone Number of Licensing/Regulatory Agency.



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: [Handwritten Signature] Date: 5/29/15

Notary Name: ELISSA G. HARVEY Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal) Date: 6/1/15

ELISSA G. HARVEY
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2017

[Handwritten Signature]



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Michael Canarick 3. Title: member
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted] 9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted] 13. State: [Redacted] 14. ZIP Code: [Redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Indiana University, University of Arizona, and New York University.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Rows include New Jersey Bar Member, New York Bar Member, Life, Health, Property + Casualty Insurance License, and Series 6.

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the

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

Form with multiple sections for personal and professional information, including address, employment dates, supervisor details, and reasons for departure.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.



Appendix A:

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

Form with multiple sections for business information, including 'From' and 'To' dates, 'Business Type', 'Office Held/Nature of Interest', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable'. Includes handwritten entries like '2011', '2015', 'Financial Services', and 'Member'.



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.

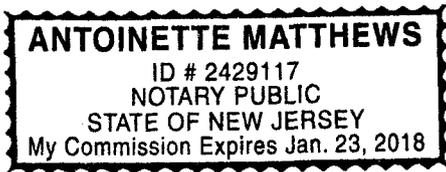
My interest is only as an investor

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

Signature: [Handwritten Signature] Date: 5/28/15

Notary Name: Antoinette Matthews Notary Registration Number: 2429117

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





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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Sandra L Canarick 3. Title: Member
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

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
Institution Address Dates Attended Degree Received Date Received
Hofstra University Hempstead, NY 1969 1972 BA 6/72

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

Table with 6 columns and 3 rows, currently empty.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1 contains '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

Name of Employer:
Type of Business:



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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including: Type of Business, Street Address, City/State/Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, Type of Business, Street Address, City/State/Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, 18. Offices Held or Ownership Interest in Other Businesses, List any affiliations you have been associated with in the past 10 years, 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?, From/To, Business Type, Office Held/Nature of Interest, 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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Name and Address of Business:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed'.



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 was the [redacted] and [redacted] of the [redacted], [redacted] for [redacted] prior to my [redacted]

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

Signature: Sandie L. Camarata; Date: May 29, 2015; Notary Name: Darlene Galaida; Notary Registration Number; Notary (Notary Must Affix Stamp or Seal): Darlene Galaida; Date: 5/29/2015; Darlene Galaida NOTARY PUBLIC OF NEW JERSEY Expires 08/14/2017



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: David J Charnick 3. Title: Business Consultant
4. Briefly describe the role of this person or entity in the proposed registered organization:
I am a Managing Director of Mingleridge Business Resources LLC, which will own stock in Fiorello Pharmaceuticals if it becomes a Registered Organization and which is providing consulting services to Fiorello.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax: [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Lane Community College and Syracuse University.

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

Empty table grid with 6 columns and 2 rows.



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

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

Form with fields: 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, 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? [X] 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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Name and Address of Business:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed' business types.



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

19. Affirmative Statement of Qualifications

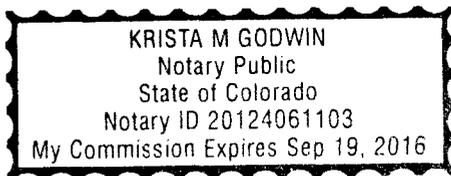
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background 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: [Handwritten Signature] Date: 5/26/15

Notary Name: Krista Godwin Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal) Date:



Date: 5/26/15 [Handwritten Signature]



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Emily Rachel Cohen 3. Title: Member
4. Briefly describe the role of this person or entity in the proposed registered organization: Ms. Cohen is a member of The Clinic NY LLC and shareholder of Fiorello. Ms. Cohen will bring marijuana industry expertise and experience to the Fiorello team. Ms. Cohen will assist in advising on all aspects of cultivation and dispensing of medical marijuana per the agreement with HMS LLC.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? [X] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [X] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity. Ms. Cohen is the Director of Business Development for The Clinic Colorado. She oversees the identification, implementation and management of new business opportunities and strategies across the United States. To my knowledge, The Clinic Colorado has not been found by any government agency to have violated any law or regulation while I have worked there.



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

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

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

8. Phone [REDACTED]

9. Fax [REDACTED]

10. Email: [REDACTED]

11. Residence Address: [REDACTED]

12. City: [REDACTED]

13. State: [REDACTED]

14. ZIP Code: [REDACTED]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Wisconsin, Madison, WI, 2001, 2005, Bachelor of Business Administration, 2005.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1 contains 'N/A'.

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

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



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

Form with fields: 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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for other businesses with a Yes/No question.

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

Form with two identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed'.



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

19. Affirmative Statement of Qualifications

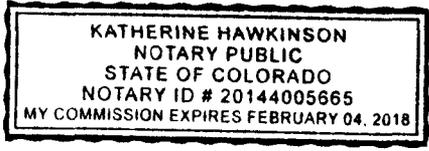
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background 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: [Handwritten Signature] Date: 6/2/15

Notary Name: [Handwritten Signature] Notary Registration Number: 20144005665

Notary (Notary Must Affix Stamp or Seal) Date: 6/2/15





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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Joseph Cohen 3. Title: Manager
4. Briefly describe the role of this person or entity in the proposed registered organization:
Mr. Cohen is Manager of The Clinic NY LLC and shareholder of Fiorello. Mr. Cohen will bring industry expertise and experience to the Fiorello team. Mr. Cohen will be advising Fiorello on all aspects of cultivation and dispensing of medical marijuana per the agreement with HMS LLC.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [x] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.
Mr. Cohen is the owner of licensed marijuana businesses in Colorado, Nevada and Illinois. Mr. Cohen has operated these businesses without any violations or administrative actions over the last five years. Business entities include: HMS LLC, JMC Management Corporation, Holly Medicinal Services LLC, 4625 E Colfax LLC, Highlands Wellness Center LLC, Pain Management of Governors Park LLC, Compassionate Enterprises LLC, Zuni Wellness Center LLC, Clinic Nevada, LLC, GTI Clinic Illinois, LLC.



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

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

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

8. Phone: [redacted] 9. Fax: [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Montana, Missoula, MT, 1997, 2001, Bachelors of Science, 2001.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains two rows of license information.

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

Form with multiple sections for employer information, including fields for 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, and Reason For Departure.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for 18. Offices Held or Ownership Interest in Other Businesses.

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



Appendix A:

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

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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



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

Form with fields: From, To, Business Type, Name and Address of Business, Office Held/Nature of Interest, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable.



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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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: [Handwritten Signature] Date: 5/29/15
Notary Name: [Handwritten Signature] Notary Registration Number: 20144005665
Notary (Notary Must Affix Stamp or Seal) Date: 5/29/15
KATHERINE HAWKINSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20144005665
MY COMMISSION EXPIRES FEBRUARY 04, 2018



**National
Multiple Sclerosis
Society**

June 3, 2015

Colorado-Wyoming Chapter

To whom it may concern;

Executive Committee

Kyle Ocasek, Chair
Point B

Travis White, Chair-Elect
Travis White Communications

Brandt Wilkins
Immediate Past Chair
Wet Paint Communications

Jason Sibley, Treasurer
McGladrey LLP

Katy Spritzer, Secretary
Dividend Capital Diversified
Property Fund

Marley Hodgson
Mad Greens – Eat Better

Jo Wilson

Carin Knickel

Carrie H. Nolan, President

Emeritus Trustees:
George P. Garmany, M.D.
Ralph Holden
David Lord
Janet Savage

Programs

Comprehensive program and
advocacy to assist and empower
people affected by MS

Research

Ensuring that the best and
most promising research
is funded

Events in 2015

To support programs and research

Walk MS
April, May, and June

Bike MS
June and August

Hike MS
July

MuckFest MS
May

On the Move Luncheon
September

Dinner of Champions
Northern Colorado
September

I am writing to this letter to provide a character reference for the New York Medical Marijuana application. I have had the pleasure of working with J. Max Cohen and his Company, [REDACTED], for the last five years. The Clinic is a strong believer in giving back to the community and we've had the pleasure of benefitting from their dedication to service and fundraising.

Over the past few years, [REDACTED] has been recognized for their continued support of the National MS Society, and has become the top fundraising team for Walk MS in the Colorado-Wyoming region. They have also been the most improved corporate fundraising team for Walk MS in the Colorado-Wyoming region in each of the past three years (2012-2014).

Under Mr. Cohen's leadership, [REDACTED] has raised more than \$200,000 in just five years for the National MS Society through their annual Clinic Charity Golf Tournament and their Walk MS team. These funds are critical to funding promising research and are vital in helping people with MS remain independent through the various programs and services we offer.

Mr. Cohen and his company, [REDACTED], operate with great integrity, respect, and professionalism and would be an asset to any community in which they operate.

It is evident that Mr. Cohen and [REDACTED] are passionate about finding a cure for MS and the National MS Society is thankful for their continued support of our shared mission.

Thank you,

Kaylin Daniels
Donor Relations Officer
303-698-5413



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: Fiorello Pharmaceuticals, Inc
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Ryan Michael Cook 3. Title: Product Manager
4. Briefly describe the role of this person or entity in the proposed registered organization: Advise on all production methods as it relates to post harvest and final processing for Fiorello Pharmaceuticals, Inc. Direct responsibilities are to oversee and advise on all marijuana infused products, including extraction, processing, product development, production planning and packaging.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? [X] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [X] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.
I have been the General Manager of the Clinic Colorado from 2009 until present, overseeing 125+ employees. The Clinic Colorado operates in a vertical integration model with all departments reporting directly to the GM. Responsibilities include but are not limited to cultivation methods and procedures, post processing, retail operations, customer service directives and the final production stages of extraction and processing.



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?
[X] 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.
As a incoming freshman attending the University of Colorado I had my Colorado drivers license suspended for a period of 2 years by the Colorado DMV. The suspension was issued as a traffic offence for driving while ability impaired. I completed all required courses and my license was re-instated with no further traffic violation beyond that offence.

8. Phone: [redacted] 9. Fax

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Colorado Boulder, Boulder, Colorado, 1997, 2001, BS from the school of Environmental Design-Architecture, 2002.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Colorado Marijuana Division Occupational License, Key Badge: M02241, CO Medical Marijuana Enforcement Division 455 Sherman Street Suite 390 Denver, CO 80203 303.205.8421, 6/21/2017.

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

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



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

Form with fields: 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:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>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.</p> <p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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

Form with three identical sections for business information, including fields for From, To, Business Type, Office Held/Nature of Interest, and Licensing/Regulatory Agency.



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

19. Affirmative Statement of Qualifications

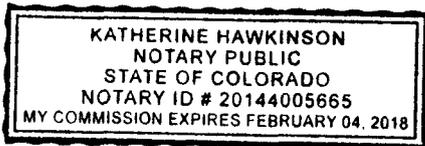
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background 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: [Handwritten Signature] Date: 6/2/15

Notary Name: [Handwritten Signature] Notary Registration Number: 20144005665

Notary (Notary Must Affix Stamp or Seal) Date: 6/2/15





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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Thomas DiNanno 3. Title: Business Consultant
4. Briefly describe the role of this person or entity in the proposed registered organization:
Thomas DiNanno is a [redacted], which will own stock in Fiorello Pharmaceuticals, Inc. if it becomes a Registered Organization. Mr. DiNanno also will serve on the Business Advisory Board for Fiorello Pharmaceuticals, utilizing his extensive expertise to advise Fiorello management on security planning and compliance.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] 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 [redacted] using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Massachusetts Institute of Technology, University of Pennsylvania, and Middlebury College.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 16: Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

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

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



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

Form with fields: 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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with fields: From, To, Business Type, Name and Address of Business, Office Held/Nature of Interest, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable. Includes checkboxes for open, closed, proposed.



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: [Handwritten Signature] Date: 6/1/15
Notary Name: Stefanie A. Whalen Notary Registration Number: FF 160826
Notary (Notary Must Affix Stamp or Seal) Date: 6-1-15
[Notary Seal: STEFANIE A. WHALEN, Notary Public - State of Florida, My Comm. Expires Sep 22, 2018, Commission # FF 160826]



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Jaime Fink 3. Title: N/A
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of Green Medicinal Partners LLC, which holds Series A Preferred Stock of Fiorello Pharmaceuticals, Inc.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A:

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

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

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

Form with fields for 8. Phone, 9. Fax, 10. Email, 11. Residence Address, 12. City, 13. State, 14. ZIP Code, and 15. Formal Education table.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains 3 rows of license data.

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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including Type of Business, Street Address, City/State/Zip, Employment Dates, Supervisor Information, and Reason For Departure. Includes a section for '18. Offices Held or Ownership Interest in Other Businesses' with specific details for HFF LP.



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

Form with three identical sections for business information. Each section includes fields for 'From', 'To', 'Business Type', 'Office Held/Nature of Interest', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable.' with checkboxes for 'open', 'closed', and 'proposed'.



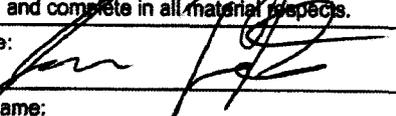
Appendix A:

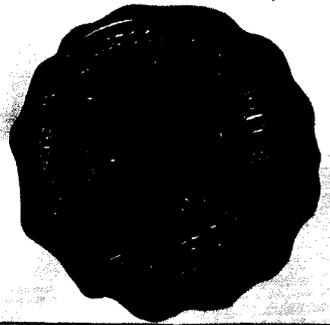
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

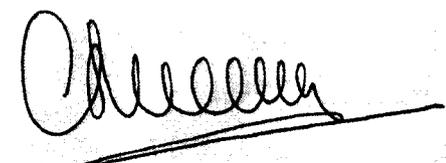
19. Affirmative Statement of Qualifications
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to,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

I will not be involved in Fiorello's operations.

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: 3 June 2015
Notary Name: C.A.M. Krus-Sweere	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 3 June 2015





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



Certified copy of the original
which was shown to me,
Mr. Colette Anne Marie Kruis-Sweere,
notary, residing in Noordwijk, the
Netherlands, this 3 day of June 2015

A handwritten signature in black ink, appearing to be "C. Kruis-Sweere", written over a horizontal line.

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

This affidavit **must** be completed by 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, this affidavit 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.**

** For purposes of this Affidavit, "owners" includes shareholders.*

*** For purposes of this Affidavit, "members" includes holders of limited liability company membership interests.*

REMEMBER TO SIGN AND NOTARIZE THIS AFFIDAVIT ON THE LAST PAGE

1. Business Name: Fiorello Pharmaceuticals, Inc. (the "Company")	
2. Name: Jerome Fink	3. Title:
4. Briefly describe the role of this person or entity in the proposed registered organization: Holder of shares of Series A Preferred Stock of the Company.	
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.	

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	
		From	To	Degree Received	Date Received
Institution	Address				
UW - Madison	Madison, WI	8/83	12/87	BS ECE	12/87
UW - Madison	Madison, WI	1/88	12/90	MBA Finance Real Estate	12/90

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Real Estate Brokers License	01151661	California Bureau of Real Estate 320 West 4th Street Suite 350 Los Angeles, CA 90013 877-373-4542 213-620-6442 (fax)	1/7/93	2/27/17

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

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

Name of Employer:

Type of Business:

**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:		

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? <input type="checkbox"/> Yes <input type="checkbox"/> No		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

**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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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

19. Affirmative Statement of Qualifications

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

I will not be involved in Fiorello's operations.

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

Signature: [Handwritten Signature] Date: 6/2/15
Notary Name: Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) Date:
[Handwritten: all attached]



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: George J. J. J. 3. Title: MD
4. Briefly describe the role of this person or entity in the proposed registered organization: Holder of shares of Series A Preferred Stock of the Company.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? [X] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A:

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

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

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

8. Phone:

10. Email:

11. Residence Address:

12. City:

13. State:

14. ZIP Code:

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains handwritten entries for Univ. of Puerto Rico and Georgetown University.



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

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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for other businesses with a Yes/No checkbox.

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

Form with fields for From, To, Business Type, Office Held/Nature of Interest, and Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable. Includes checkboxes for open, closed, and proposed.



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: [Handwritten Signature] Date: June 2, 2015

Notary Name: [Handwritten Name] Notary Registration Number: 01H16310596

Notary (Notary Must Affix Stamp or Seal) Date: 6/2/15





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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Lauren Handel 3. Title: Chief Compliance Officer
4. Briefly describe the role of this person or entity in the proposed registered organization:
As Chief Compliance Officer, Ms. Handel oversees Fiorello's regulatory compliance and represents the Company in dealings with regulatory agencies. Ms. Handel also owns common stock of Fiorello Pharmaceuticals.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include University of Maryland, Georgetown University Law Center, and University of Arkansas School of Law.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Rows include New York Bar, New Jersey Bar, Maryland Bar, and District of Columbia Bar.

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

Form with fields: 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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for 'Reason For Departure' and '18. Offices Held or Ownership Interest in Other Businesses'.

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



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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Name and Address of Business:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field includes checkboxes for 'open', 'closed', and 'proposed'.



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.

Ms. Handel has more than 12 years of experience as an [redacted] including [redacted] on [redacted].

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

Signature: [Handwritten Signature]

Date: 5/30/15

Notary Name: KIMO M. LOPEZ

Notary Registration Number: # 2435303

Notary (Notary Must Affix Stamp or Seal)
[Handwritten Signature]
KIMO M. LOPEZ
NOTARY PUBLIC OF NEW JERSEY
ID # 2435303
Registration Expires 6/18/2018

Date: 5/30/15

Foscolo & Handel PLLC | FOOD LAW

P.O. Box 205
Sag Harbor, NY 11963
888 998 - 1959
jason@foodlawfirm.com

May 27, 2015

Subject: Letter of Character - Lauren Handel

To Whom it May Concern;

I am happy to submit to you my opinion on the good character of Lauren Handel, my colleague, [REDACTED], and [REDACTED]

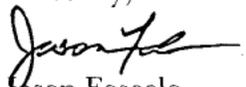
I have been admitted to the New York State Bar since [REDACTED] and have remained in good standing since that time. After a few years of private practice following admission, I served as a Captain in the United States Marine Corps from 2005 to 2010. I was honorably discharged from the Marine Corps after five years of service as a Judge Advocate and chose to continue to serve in the New York Air National Guard. I am currently a Major serving with the 174th Attack Wing based in Syracuse, NY.

Lauren Handel and I are [REDACTED] in [REDACTED], a [REDACTED] that specializes in [REDACTED] and [REDACTED]. I have known Lauren for approximately [REDACTED] years and have been [REDACTED] with her for [REDACTED] of those years. During the time that I have known her, Lauren and I interact on a daily basis throughout the course of our practice. Our [REDACTED] also interact [REDACTED] whenever we have the opportunity. I therefore feel I have a sufficient knowledge of Lauren to form an accurate opinion of her character.

Lauren's personal, moral, and ethical integrity is beyond reproach. She is scrupulously honest in her dealings with our clients, our occasional adversaries, and in her business with me. Lauren has unrestricted access to our business accounts as well as our client funds account and I have never considered for an instant that she might do something illegal, unethical, or dishonest with this trust. I have bet my livelihood on Lauren's moral and ethical integrity and I have no reservations whatsoever about the trust I have in her.

Please feel free to contact me for any further information. My personal cell number is ([REDACTED]) [REDACTED]

Sincerely,



Jason Foscolo
Partner
Foscolo & Handel PLLC

ATTORNEY CLIENT COMMUNICATION - PRIVILEGED AND CONFIDENTIAL



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Mark Hayden 3. Title: Investor
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: UNIVERSITY of ARIZONA, TUCSON, AZ 85721, 1976, 1980, BA BUSINESS ADMINISTRATION, 5/1980.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Includes handwritten 'N/A' in the top right cell.

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

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for 18. Offices Held or Ownership Interest in Other Businesses.

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



Appendix A: # 2

**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: # 3

**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: #4

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

Form with fields for From, To, Business Type, Office Held/Nature of Interest, and Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable. Includes checkboxes for open, closed, and proposed.



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: [Handwritten Signature]

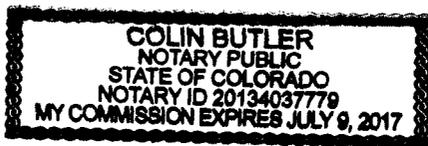
Date: 5/29/2015

Notary Name: Colin Butler Colin Butler

Notary Registration Number: 20134037779

Notary (Notary Must Affix Stamp or Seal)

Date: 5-29-2015





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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Aaron Hoffnung 3. Title: CEO
4. Briefly describe the role of this person or entity in the proposed registered organization:
Mr. Hoffnung is the Founder & CEO of Fiorello Pharmaceuticals, Inc, a member of the board of directors, and a
shareholder.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products,
shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the
procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal
history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using
the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or
greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of
management or ownership held in such business, and any finding of violations of law or regulation by a
governmental agency against the business or person or entity.



Appendix A:

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

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

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

8. Phone: [redacted] 9. Fax [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains two rows of education data: New York University (MBA, Finance) and Queens College (BA, Psychology).



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: Fiorello Pharmaceuticals, Inc.				
Type of Business: Pharmaceuticals				
Street Address: 205 East 42nd Street, 15th Floor				
City: New York		State: NY		Zip Code: 10017
Starting Date of Employment: May 2014			Ending Date of Employment: present	
Name of Supervisor for Reference: NA			Supervisor Phone Number: NA	
Position/Responsibilities: Founder & CEO of Fiorello Pharmaceuticals, Inc.				
Reason For Departure: NA				
Name of Employer: City of New York				
Type of Business: Government (Office of the New York City Comptroller)				



Appendix A:

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

Street Address: 1 Centre Street
City: New York State: NY Zip Code: 10007
Starting Date of Employment: February 2010 Ending Date of Employment: December 2013
Name of Supervisor for Reference: [Redacted] Supervisor Phone Number: [Redacted]

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

Name of Employer: City of New York
Type of Business: Government (New York City Council)
Street Address: 250 Broadway
City: New York State: NY Zip Code: 10007
Starting Date of Employment: January 2009 Ending Date of Employment: January 2010
Name of Supervisor for Reference: [Redacted] Supervisor Phone Number: [Redacted]

Position/Responsibilities:

As Chief of Staff to (former) NYC Councilman Simcha Felder, I managed a staff responsible for all legislative, communications and constituent functions.

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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Name and Address of Business:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Checkboxes for 'open', 'closed', and 'proposed' are provided for the Office Held/Nature of Interest field.



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: [Handwritten Signature] Date:
Notary Name: MARTHA MOORE BATTLES Notary Registration Number: 01BA6070242
Notary (Notary Must Affix Stamp or Seal) Date: 5/14/15
MARTHA MOORE BATTLES
Notary Public- State of New York
No. 01BA6070242
Qualified in New York County
My Commission Expires February 25, 2018
[Handwritten Signature]

Assemblyman Jeffrey Dinowitz
3701 Henry Hudson Parkway
Bronx, New York 10463
(718) 549-1729

May 26, 2015

To whom it may concern:

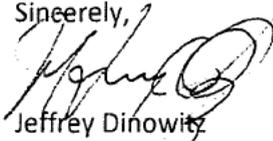
It is with great pleasure that I provide a character reference for Ari Hoffnung for inclusion in Fiorello Pharmaceuticals, Inc.'s license application to the New York State Department of Health to legally cultivate, manufacture and dispense medical marijuana.

The Compassionate Care Act, which I co-sponsored in the New York State Assembly and was signed into law by Governor Andrew Cuomo in July of 2014, requires applicants to demonstrate they are of "good moral character." Mr. Hoffnung has been a constituent of mine and an active member of the [REDACTED] community for many years and I wholeheartedly believe that Mr. Hoffnung is a person of integrity and good moral character.

In fact, on October 20, 2013, I was honored to publicly present him with a Proclamation celebrating the Community Service Award he received at the Riverdale Jewish Community Relations Council 28th Annual Legislative & Awards Breakfast. In this Proclamation, I commended him not only for his public service as New York City Deputy Comptroller but also for being an avid community volunteer and his service on Bronx Community Board No.8. The Proclamation further stated, "... it is the sense of this Legislator that when individuals of such noble aims and accomplishments are brought to our attention, they should be celebrated and recognized by all the citizen of the great State of New York."

I am also delighted to learn that Fiorello is actively considering a medical marijuana dispensary location in Yonkers. This location may prove to be easily accessible to seriously ill residents of my Northwest Bronx Assembly District that require medical marijuana to treat their debilitating and life-threatening illnesses.

Please feel free to contact me if I could provide you with any additional information.

Sincerely,

Jeffrey Dinowitz
Member of Assembly



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Elizabeth Ann Keyser
3. Title: Direct. of Cult./GAP Specialist
4. Briefly describe the role of this person or entity in the proposed registered organization:
The Director of Cultivation role will be a management role where Associate Growers, Grow Laborers, and Dry/Trim/Cure/Pack team are subordinates. The Good Agricultural Practices (GAPs) Specialist role will be to ensure the cultivation facility's compliance with GAPs. This role will require coordination with the Quality Assurance team
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax

10. Email: liz.keyser@fiorellopharm.com

11. Residence Address: [redacted]

12. City: [redacted] 13. State: N [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include SUNY College of Environmental Science and Forestr, SUNY Tompkins Cortland Community College, and Universidad Varitas.



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.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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: SUNY College of Environmental Science and Forestry
Type of Business: University
Street Address: Forestry Drive
City: Syracuse State: Ny Zip Code: 13210
Starting Date of Employment: May 2010 Ending Date of Employment: May 2011
Name of Supervisor for Reference: Supervisor Phone Number:
Position/Responsibilities:
I worked on three Entomology research projects studying the Sirex Wood Wasp, Long Horned Beetles, and moth populations in New York State.
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
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 [x] 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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field includes checkboxes for 'open', 'closed', and 'proposed'.



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: [Handwritten Signature] Date: May 29, 2015
Notary Name: DIANE COURT Notary Registration Number: 01CO6160444
Notary (Notary Must Affix Stamp or Seal) Date: May 29, 2015
DIANE COURT
Notary Public - State of New York
No. 01CO6160444
Qualified In Richmond County
My Commission Expires February 5, 2019
[Handwritten Signature]



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Neil Leibowitz 3. Title: President & CMO
4. Briefly describe the role of this person or entity in the proposed registered organization:
Dr. Neil Leibowitz will be the Chief Medical Officer and President, a member of the board of directors, and a shareholder.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [checked] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.
[redacted]
Dr. Neil Leibowitz serves as [redacted]. In this role, he is [redacted] in [redacted] of the provision of [redacted] and [redacted] services in the [redacted]. Also, he helps oversee the [redacted] of [redacted] and [redacted].
[redacted] is a professional corporation in good standing that employs approximately [redacted] in [redacted] and [redacted] per year. It is in the midst of a [redacted] annually. [redacted] is in the process of addressing an [redacted] violation and is in [redacted] to [redacted].



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

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

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

8. Phone: [redacted] 9. Fax [redacted]

10. Email [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Johns Hopkins University, New York University School of Law, Columbia University School of General Studies, and New York Medical College.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains 3 rows of license data.

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

Form with fields: Type of Business, Street Address, City, State, Zip Code, 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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor, and Position/Responsibilities.

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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field includes checkboxes for 'open', 'closed', and 'proposed'.



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: [Handwritten Signature] Date: 5/26/15

Notary Name: [Handwritten Signature] Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal) Date: 5/26/15

CARLOS M. CASTELLANOS
Notary Public, State of New York
No. 01CA6261082
Qualified in Queens County
Commission Expires 5/27/16



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

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

1. Business Name: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Joel M Levenson 3. Title: N/A
4. Briefly describe the role of this person or entity in the proposed registered organization:
Owner of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Hebrew Union College, Jewish Theological Seminary, and Miami University.



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.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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

Form with fields: 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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, 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, 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?, From, To, Name and Address of Business, Business Type, Office Held/Nature of Interest, 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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field includes checkboxes for 'open', 'closed', and 'proposed'.



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: [Handwritten Signature] Date: June 1, 2015
Notary Name: Kathleen Greer Notary Registration Number: 01GR6271357
Notary (Notary Must Affix Stamp or Seal) Date: June 1, 2015

Kathleen Greer
State of New York Notary Public
No. 01GR6271357
Certified in Nassau County
Commission expires 10/29/2016

June 1, 2015

To Whom It May Concern:

I have had the pleasure of working with and learning from Rabbi Joel Levenson since his arrival at [REDACTED].

He is a person of excellent character and has quickly become an integral part of our congregational family. He teaches classes for people of all ages, officiates at life-cycle events, and many congregants turn to him for counseling.

His rabbinic work is guided by compassion. I feel extremely confident in serving as a character reference for Joel Levenson, and would be happy to address any additional questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Mason Salit". The signature is written in a cursive, flowing style.

Mason Salit
President, Midway Jewish Center



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: Fiorello Pharmaceuticals, Inc
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Joshua Eric Malman 3. Title: Master Grower
4. Briefly describe the role of this person or entity in the proposed registered organization:
Oversee and advise on cultivation, including nutrient management, integrated pest management, and
production planning.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products,
shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the
procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal
history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using
the ORI number NY0412600 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or
greater interest in any other business which manufactured or distributed drugs? [checked] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of
management or ownership held in such business, and any finding of violations of law or regulation by a
governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted]

9. Fax:

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Wisconsin - Madison, Madison, WI, 1997, 2001, Bachelors of Science, 2001.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Includes entries for Private Pesticide Applicator and OSHA 10-hour training General Industry Safety.

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

Form with fields: 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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, 18. Offices Held or Ownership Interest in Other Businesses, List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed. Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? [] Yes [X] No, From: 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

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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: [Handwritten Signature] Date: 5/28/15
Notary Name: [Handwritten Signature] Notary Registration Number: 20144005665
Notary (Notary Must Affix Stamp or Seal) Date: 5/28/15
KATHERINE HAWKINSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20144005666
MY COMMISSION EXPIRES FEBRUARY 04, 2018

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

This affidavit **must** be completed by 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, this affidavit 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.**

** For purposes of this Affidavit, "owners" includes shareholders.*

*** For purposes of this Affidavit, "members" includes holders of limited liability company membership interests.*

REMEMBER TO SIGN AND NOTARIZE THIS AFFIDAVIT ON THE LAST PAGE

1. Business Name: Fiorello Pharmaceuticals, Inc. (the "Company")	
2. Name: VALERY MENDELEEV	3. Title: MR
4. Briefly describe the role of this person or entity in the proposed registered organization: Holder of shares of Series A Preferred Stock of the Company.	
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.	

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

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

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

8. Phone: [REDACTED] 9. Fax: **NA**

10. Email: [REDACTED]

11. Residence Address: [REDACTED]

12. City: [REDACTED] 13. State: [REDACTED] Code: [REDACTED]

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Harvard University	Cambridge, MA	2000	2002	MBA	06/2002
Hebrew University of Jerusalem	Jerusalem, Israel	1990	1994	BA	06/1994

**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

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

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? <input type="checkbox"/> Yes <input type="checkbox"/> No		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

**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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

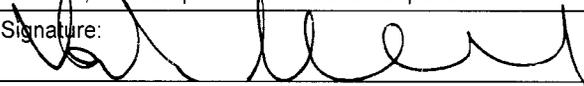
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**

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.

This question is inapplicable to the undersigned. The undersigned is a passive investor in the Company and will not have any operational responsibilities or contact with the proposed facility.

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

Signature: 	Date: 05/27/2015
Notary Name: MARTINE SCHAEFFER	Notary Registration Number: /
Notary (Notary Must Affix Stamp or Seal)	Date: Luxembourg, 28/05/2015
 	



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.

Form with 6 numbered questions regarding business name, name, title, role, contact with medical marijuana, and previous management roles.



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

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

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

8. Phone: [redacted] 9. Fax [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, Dates Attended (From, To), Degree Received, Date Received. Rows include Fashion Institute of Technology and University of Arizona.

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

Empty table grid with 6 columns and 2 rows.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 16: Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

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

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



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for other businesses with a Yes/No checkbox.

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: 11/2014	Name and Address of Business:	
To: Present	Concerted Care, Baltimore MD	
Business Type: Behavioral health	Office Held/Nature of Interest: Passive Investor	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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.

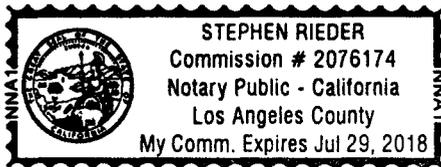
[Handwritten signature]

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

Signature: [Handwritten signature] Date: June 3, 2015

Notary Name: Stephen Rieder Notary Registration Number: 2076174

Notary (Notary Must Affix Stamp or Seal) Date: 6-3-15



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

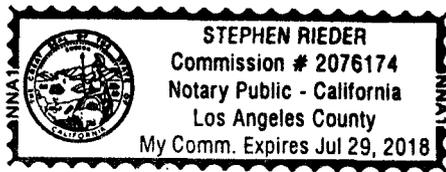
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 6-3-15 before me, Stephen Rieder, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alexis Messinger
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Step Rieder
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Ny Dept. of Health Document Date: 6-3-15
Number of Pages: 7 Signer(s) Other Than Named Above: M/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Jared Messinger 3. Title: member
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: ASU, Tempe Arizona, 1995, 2000, BIS, December 200.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: 16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

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

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



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

Form with multiple sections for employer information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for Reason For Departure and a section for 18. Offices Held or Ownership Interest in Other Businesses.

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



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: [Handwritten Signature] Date: May 28th 2015
Notary Name: [Handwritten Signature] Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) Date: 5/28/2015
ANDREA SCHILLERSTROM
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
April 29, 2016



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

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

1. Business Name: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Michael Messinger 3. Title:
4. Briefly describe the role of this person or entity in the proposed registered organization:
Owner of a trust which is a member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
Yes No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? Yes No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Arizona, Tucson, AZ, 1996, 2000, BS Finance, 2000.

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

Empty table grid with 6 columns and 3 rows.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains two rows of license data for Series 7 and Series 66.

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

Form with multiple sections for employer information, including fields for 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, and Position/Responsibilities.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor, and Position/Responsibilities.

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

Form with fields for From, To, Business Type, Office Held/Nature of Interest, and Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable. Includes checkboxes for open, closed, and proposed.



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: [Handwritten Signature] Date: 07-15
Notary Name: Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) Date:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)
On 6/1/15 before me, Karen Gonzalez
Date Here Insert Name and Title of the Officer
personally appeared Michael Messinger
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Lori Miele 3. Title:
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted] 9. Fax [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted] 13. State: [Redacted] 14. ZIP Code: [Redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Queens College and Fashion Institute of Technology.



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.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities.



Appendix A:

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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for Reason For Departure and a section for 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Name and Address of Business:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field includes checkboxes for 'open', 'closed', and 'proposed'.



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: Lou Miele

Date: May 30, 2015

Notary Name: RAFFAELLA E. A. MARCIARI

Notary Registration Number: CIMA 4795921

Notary (Notary Must Affix Stamp or Seal)
Raffaella E. Arciani

Date: 05-30-2015

RAFFAELLA E. A. MARCIARI
Notary Public, State of New York
Qualified in Nassau County
Reg. No. 01MA4795921
My Commission Expires 7-31-2018



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: David S. Muson 3. Title: President
4. Briefly describe the role of this person or entity in the proposed registered organization:
Officer of Sonic Health Corporation, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted]

9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Univ. of Michigan B. School and Northwestern University.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains two rows of license information.

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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for other businesses.

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



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

Form with fields: From, To, Business Type, Name and Address of Business, Office Held/Nature of Interest, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable. Includes checkboxes for open, closed, proposed.



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.

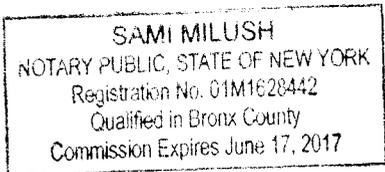
N/A

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: [Handwritten Signature] Date: 5/29/15

Notary Name: Sami Milush Notary Registration Number: 01M1628442

Notary (Notary Must Affix Stamp or Seal) Date: 5/29/15



PINNACLE HEALTH CONSULTANTS, LLC

1890 Palmer Avenue, Suite 204
Larchmont, New York 10538
(914) 630-4543 FAX (646) 349-5889
ablatt@pinnaclehealthny.com

May 28, 2015

To Whom It May Concern:

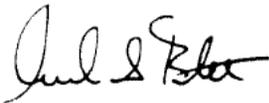
I have had the pleasure of working with David Muson for the past [REDACTED] years as a [REDACTED] to his [REDACTED] [REDACTED]. During this time I have consulted with him through various projects involving the New York State Department of Health, including his application and approval as an operator of a [REDACTED]

While the approval process under the [REDACTED] application includes its own independent Schedule I Character and Competence review, and speaks for itself, I have come to know him well over the past several years. David is a consummate professional and a person of excellent character and strong ethics.

As a former [REDACTED], he has brought a wealth of business and operational knowledge, as well as, a high degree of professionalism and detail orientation to his healthcare businesses. Beyond that, however, it was his compassion and personal experience with an aging relative that sent him down the path of home health care. This compassion and caring is reflected in his businesses and in the high regard and respect that he demands for the families in his care.

I feel extremely confident in serving as a character reference for David and would be happy to address and additional questions you may have.

Sincerely,



Andrew S. Blatt



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Sandy Nelson 3. Title: Pharmacist
4. Briefly describe the role of this person or entity in the proposed registered organization:
Mr. Nelson's role will include all pharmacist responsibilities as well as helping to develop dispensary operations.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [checked] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.
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

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

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

8. Phone: 5 [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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: Northeastern University, Boston, MA, 06/1981, 06/1984, Bachelor Science in Pharmacy, 06/1984.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Pharmacist, 36560, New York State Dept Education, 04/1985, 12/2016.

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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
From: 01/2011	Name and Address of Business: Tender Touch for All	
To: current		
Business Type: not for profit massage therapy	Office Held/Nature of Interest: board member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Checkboxes for 'open', 'closed', and 'proposed' are provided.



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: [Handwritten Signature] Date: 5/30/15
Notary Name: ALAN NELSON Notary Registration Number: NO 02NE5026514
Notary (Notary Must Affix Stamp or Seal) Date: 5/30/15
ALAN M. NELSON
Notary Public, State of New York
No. 02NE5026514
Qualified in Nassau County
Commission Expires April 18, 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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Michele Pfannenstiel DVM CHA 3. Title: Director of QA and Analytics
4. Briefly describe the role of this person or entity in the proposed registered organization:
Dr. Pfannenstiel will serve in a management capacity to develop, implement and ensure continuous process improvement of Fiorello's product quality assurance program.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: 9. Fax

10. Email:

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains two rows of education data: University of Georgia (Doctor of Veterinary Medicine) and Wellesley College (Bachelor of Arts).



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 16: Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 2, 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

Form with multiple rows containing employment details, supervisor information, and position responsibilities for two different employers.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with two identical sections for business information, including fields for From, To, Business Type, Office Held/Nature of Interest, and Licensing/Regulatory Agency.



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.

Dr. Pfannenstiel learned the quality and safety of consumable and medical products starting with her training in veterinary school as a regulatory veterinarian. As a Veterinarian in the US Army, her training and work in quality and safety continued as she inspected multiple food facilities on bases across New York and New Jersey. After serving in the Army, she continued her practice of regulatory medicine by serving as a [redacted]. As a [redacted] she oversaw deployment of pre clinical trials, including the rigorous adherence to [redacted] and compliance with [redacted] and [redacted].

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

Signature: Michele Pfannenstiel Date: 3 Jun 15

Notary Name: Emmanuel Ogbodo Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal) Date: 06/03/2015





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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: David Pompei, PharmD, RPh 3. Title: Chief Dispensary Officer
4. Briefly describe the role of this person or entity in the proposed registered organization:
The Chief Dispensary Officer (CDO) will oversee operations for the four Fiorello dispensaries. In this role, the CDO will establish procedures concerning quality assurance, patient safety and privacy, security of controlled substances, and maintaining/reporting/submitting all records as required by the State of New York. The CDO serves in a leadership role in educating patients and health-care professionals, in addition to training staff.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [checked] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.
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

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

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

8. Phone: [redacted] 9. Fax

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include University of Wisconsin - Madison, College of Dupage, and Rush University.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains 3 rows of license data.

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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
From: 03/2014	Name and Address of Business:	
To: present	Fitzcarraldo, 195 Morgan, Brooklyn, NY 11227	
Business Type: Restaurant	Office Held/Nature of Interest: No office; Equity shares	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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

Form with three sections for business information. Each section includes fields for 'From', 'To', 'Business Type', 'Office Held/Nature of Interest', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable'. The first section is pre-filled with '03/2015', 'present', 'Restaurant', and 'Clouet, 113 Franklin St, Brooklyn, NY, 11222'. The second and third sections are blank.



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 always felt that an active role in the community is an integral part of being a member in it. This began during the Boy Scouts, where our troop regularly volunteered time at the local convalescent center and towards environmental clean-up projects. My Eagle Scout project coordinated a fair - with ball pits and games - for the handicapped children of our community. While attending pharmacy school, I was an active member of the Knights of Columbus, where we regularly worked and coordinated fund raising events for the assisted living facilities surrounding Monroe, WI. As a pharmacist working in [redacted] I lead a multi-disciplinary team of health professionals in developing a medication assistance program for the patients of our [redacted]; the program was such a success that it continued to grow, serving over [redacted]. During that time, I also served as a 'big brother' to underprivileged neighborhood children with the East Village Youth Program; my efforts were honored with several awards and an offer to join the Board. My commitment to civic activity has endured while in New York. I am an active member of the New York Medical Reserve Corps, New York Academy of Medicine, and volunteer and contribute to the City Meals on Wheels Program. In 2009, I was a block captain in Fort Green supporting the campaign to re-elect Mayor Michael Bloomberg.

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

Signature: [Handwritten Signature] Date: 5/13/15

Notary Name: Daniel Goldshtein Notary Registration Number: 01G06291023

Notary (Notary Must Affix Stamp or Seal) DANIEL GOLDSHTEIN
Notary Public, State of New York
Qualified in Kings County
No. 01G06291023
My Commission Expires 10/15/2017

Daniel Mark Siegel MD MS
PO Box 511
St. James, New York
11780

Office Phone: 641 864 6647
Private FAX: [REDACTED]
Email: cyberderm@dermsurg.org

May 26, 2015

Re: David Pompei, PharmD, RPh

To Whom It May Concern:

I am delighted to write a reference for David Pompei, PharmD, RPh, in support of his professional ability and character.

As a dermatologist in practice for nearly [REDACTED] years, I regularly collaborate on research and educational projects with members of the pharmaceutical industry. I first met David - an [REDACTED], a well-respected [REDACTED] - when a colleague scheduled an appointment with him to discuss our non-[REDACTED] in [REDACTED]

[REDACTED] His grasp of our research and how to proceed was immediate, demonstrating to me a deep understanding not only of the science but the practices by which industry professionals may appropriately collaborate with clinicians. With David's stewardship through the process our research proposal was approved, thus initiating what has since become a series of successful collaborations.

In addition to his role in facilitating research collaborations, David is actively involved in educating. He regularly schedules time to present to faculty and staff, recently leading a discussion for our residents at SUNY Downstate on evaluating published clinical trials – helpful because content of this type regularly shows up on board certification examinations. His presentation of data is always fair and balanced - emphasizing safety, contextualizing efficacy, and maintaining impartiality.

Dermatology is a challenging and competitive sub-specialty – an atypical specialization for a pharmacist, for sure. I am impressed by David's progress within the field, but not surprised; he appears [REDACTED]

[REDACTED], even if topics covered in the lecture stray from his areas of understanding and expertise.

It is this holistic commitment to research and education in the advancement of patient care that inspires my support of his professional endeavors. When he shared with me his desire to apply his knowledge and skills in building a company committed to the research and development of medical cannabis, I showed my support for his cause and his person by becoming a Fiorello Pharmaceuticals Scientific Advisory Board member. David's energy, creativity, and intellect have been of great benefit to the physicians with whom he works, and I am confident he will impart the same upon the patients for whom he serves.

Sincerely,

A handwritten signature in black ink, appearing to read "DM Siegel MD". The signature is fluid and cursive, with a large, sweeping arch over the middle of the name.

Daniel Mark Siegel MD, MS (Management and Policy)
Clinical Professor of Dermatology, SUNY Downstate
Former President, American Academy of Dermatology



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: David Scalzo 3. Title: Director
4. Briefly describe the role of this person or entity in the proposed registered organization:
Officer of Sonic Health Corporation, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [X] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Kellogg School of Management, Illinois Institute of Technology, and Northwestern University.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Series 7, 24, 25, 63, N/A, FINRA (Securities Regulator), 09/2002, 06/2015.

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

Form with fields: 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, 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? [X] Yes [] No

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



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

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



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

19. Affirmative Statement of Qualifications

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

Other community experience:

Member, Board of Directors

Horizons for Youth - Non-profit Scholarship and Mentoring Program for Inner-city Youth in Chicago
1998-2000

Chair, Citizens Budget Advisory Committee

Village of Tuckahoe (NY)

2013 - Present

Member, Zoning Board of Appeals

Village of Tuckahoe (NY)

2014 - Present

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

Signature: [Handwritten Signature] Date: 5/29/2015

Notary Name: [Handwritten Name] Notary Registration Number: 01MC6165416

Notary (Notary Must Affix Stamp or Seal) Date: May 29, 2015

MARY ANN McCANN
Notary Public, State of New York
No. 01MC6165416
Qualified in Westchester County
Commission Expires May 7, 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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: EVAN SEIDENSTON 3. Title:
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A:

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

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

Yes No

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

8. Phone: 9. Fax

10. Email:

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: UNIVERSITY OF MICHIGAN, 9/96, 5/2000, BA, 5/2000.



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.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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

Form with multiple sections for employer information, including fields for 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, and Position/Responsibilities.



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:		
<p>18. Offices Held or Ownership Interest in Other Businesses <i>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.</i></p>		
<p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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

Form with three identical sections for business information, including fields for From, To, Business Type, Office Held/Nature of Interest, and Licensing/Regulatory Agency details.



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: [Handwritten Signature] Date: 5/28/15

Notary Name: Erica Landskowsky Notary Registration Number: 01LA6314857

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

ERICA LANDSKOWSKY
Notary Public, State of New York
Registration #01LA6314857
Qualified In New York County
Commission Expires November 17, 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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Daniel Mark siegel 3. Title: Director
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc. Board of directors and scientific advisory board for Fiorello Pharmaceuticals, Inc.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
[] Yes [x] No
If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [redacted] 9. Fax [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Rensselaer Polytechnic Institute, Albany Medical College, Albany Medical Center Hospital, UT Southwestern / Parkland Memorial Hospital, and Baylor College of Medicine.



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?
8. Phone: 9. Fax
10. Email:
11. Residence Address:
12. City: 13. State: 14. ZIP Code:
15. Formal Education
Institution Address Dates Attended Degree Received Date Received
Harriman School for Management and Policy Harriman Hall 109, Stony Brook University, Stony Brook, New York 11794 1/93 12/95 MS (Management and Policy) 12/95
Harriman School for Management and Policy Harriman Hall 109, Stony Brook University, Stony Brook, New York 11794 1/93 12/95 NYS Advanced Cert -Labor Management Studies 5/96



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Rows include New York State Physician License, State of Texas Physician License, Washington State Physician License, and Drug Enforcement Administration Registration.

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

Name of Employer: SUNY Downstate
Type of Business: Medical School



Appendix A:

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

Form with multiple sections for personal and professional information, including address, employment dates, supervisor details, and position responsibilities. Includes redacted areas for names and phone numbers.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor, and Position/Responsibilities.

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

Form with fields: From: 1/2014, To: Present, Business Type: Medical Device Mfg, Name and Address of Business: Caliber ID, 95 Methodist Hill Dr # 500, Rochester, NY 14623, Office Held/Nature of Interest: Board of Directors, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A

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

Form with fields: From: 2008, To: 2012, Name and Address of Business: Women's Dermatologic Society, 700 N. Fairfax Street, Suite 510, Alexandria, VA 22314, Business Type: National Medical Organization, Office Held/Nature of Interest: Board of Directors, checkboxes for open, closed, proposed, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A

6.1



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

Form with three entries detailing business information, including dates (From/To), business names, addresses, and office types. Includes checkboxes for 'open', 'closed', and 'proposed' status.



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

Form with three entries. Entry 1: From: 2015, To: 2017, Business Type: National non profit, Office Held/Nature of Interest: Secretary, Status: open. Entry 2: From: 2007, To: 2010, Business Type: National medical organization, Office Held/Nature of Interest: Trustee, Status: closed. Entry 3: From: blank, To: blank, Business Type: blank, Office Held/Nature of Interest: blank, Status: open.

Handwritten mark resembling a stylized '3' or 'C'.



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

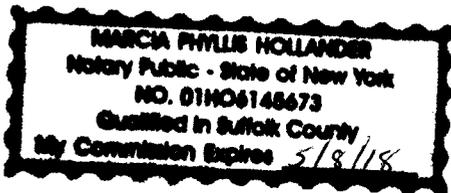
19. Affirmative Statement of Qualifications
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, 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: [Handwritten Signature] Date: 6/1/15

Notary Name: Marcia Phyllis Hollander Notary Registration Number: 01HO6145673

Notary (Notary Must Affix Stamp or Seal) Date: June 1, 2015





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

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

1. Business Name: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Eric Sirota
3. Title: Chief Operating Officer
4. Briefly describe the role of this person or entity in the proposed registered organization:
Mr. Eric Sirota will be the Chief Operating Officer and a shareholder.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [checked] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.
[Redacted]
[Redacted]
To my knowledge, the companies I worked for above were not found to be in violation of any law or regulation while I worked there.



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: Fax:

10. Email: eric.sirota@fiorellopharm.com

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

15. Formal Education Dates Attended Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Rutgers College of Pharmacy and Wharton School of Business.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Registered Pharmacist, NJ #17881, The Board of Pharmacy of the State of New Jersey - PO Box 45013 Newark, NJ, 07101 - (973) 504-6450, 8/8/84, Approx. 2000.

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? [X] 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

Form with fields: From, To, Business Type, Office Held/Nature of Interest, checkboxes for open/closed/proposed, and 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: [Handwritten Signature] Date: 5/26/15
Notary Name: Daniel Goldshtein Notary Registration Number: 01G06291023
Notary (Notary Must Affix Stamp or Seal) Date: 5/26/15
DANIEL GOLDSHTEIN
Notary Public, State of New York
Qualified in Kings County
No. 01G06291023
My Commission Expires 10/15/2017
[Handwritten Signature]

Dr. Henry A. McKinnell

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

May 26, 2015

To Whom It May Concern,

I have had the pleasure of interacting with Eric Sirota when I served as [REDACTED] and [REDACTED] of [REDACTED] Inc. and [REDACTED] and [REDACTED] of [REDACTED].

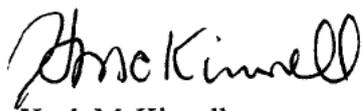
I have known Eric for over [REDACTED] years as a pharmaceutical executive and healthcare consultant in the pharmaceutical industry. Eric worked at [REDACTED] from [REDACTED] through [REDACTED] and worked at [REDACTED] in [REDACTED].

I have had the opportunity to work closely with Eric and get to know him well. Throughout the time that I have known Eric I have formed a very positive opinion of him. I can confirm that he is a man of great integrity and high moral character, is extremely dedicated to his family and work, and always strives to achieve the best result possible. As the [REDACTED] of a [REDACTED] with [REDACTED] and a [REDACTED], Eric has been able to apply his compassion and medical knowledge to the benefit of his [REDACTED].

A pharmacist by training, Eric has always been committed to the healthcare profession and focused on ways to improve patients' quality of life. He is a quality individual and I have nothing but the highest regard for him as a person.

I hope that the information I provided helps you understand what an outstanding individual Eric really is. I would be happy to answer any questions you may have regarding Eric.

Best Regards,


Hank McKinnell



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Lawrence M. Stanton 3. Title: Chief Security Officer
4. Briefly describe the role of this person or entity in the proposed registered organization:
Design, implement and supervise all security policies and procedures. Supervise compliance with security related regulations. Coordinate the incorporation of security measures into all aspects of the company's business operations and plans.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted]

9. Fax

10. Email [redacted]

11. Residence Address [redacted]

12. City: [redacted]

13. State: [redacted]

14. ZIP Code: [redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include St. Peter's College, Georgetown University, and Harvard University.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: 16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

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

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

Name of Employer: US Environmental Protection Agency (USEPA)
Type of Business: Federal Government



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

Form with fields for Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor, Position/Responsibilities, Reason For Departure, Name of Employer, Type of Business, and another set of address and employment information.

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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and a section for other businesses with a Yes/No question.

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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Name and Address of Business:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Checkboxes for 'open', 'closed', and 'proposed' are provided.



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

19. Affirmative Statement of Qualifications

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

I am an expert in [redacted] and [redacted] especially those aimed at [redacted] or [redacted]. I have managed complex [redacted], and very challenging [redacted] in difficult environments such as [redacted]

I was the [redacted] of the [redacted]), the [redacted] regulation governing [redacted] in the [redacted]) [redacted]

I have more than 30 years experience at the [redacted] and [redacted]

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

Signature: [Handwritten Signature]

Date: May 16, 2015

Notary Name: Edward Valdez Rivera

Notary Registration Number: 7592406

Notary (Notary Must Affix Stamp or Seal)

Date: 05/16/2015





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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Brian Stern 3. Title:
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: Fax:

10. Email:

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Michigan, 500 S State St, Ann Arbor, MI 48109, 9/94, 5/98, BA, Organizational Studies, 5/98.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: 16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

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

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



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

Form with fields: 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.



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:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>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.</p> <p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest' field includes checkboxes for 'open', 'closed', and 'proposed'.



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: [Handwritten Signature] Date: 5/28/2015
Notary Name: John Trani Notary Registration Number: 02TR6219195
Notary (Notary Must Affix Stamp or Seal) Date: 5/28/15
[Notary Stamp: JOHN MICHAEL TRANI, NOTARY PUBLIC STATE OF NEW YORK, KINGS COUNTY, LIC. #02TR6219195, COMM. EXP. 06/30/16]



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

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

1. Business Name: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: John A. Sullivan 3. Title: Chief Technology Officer
4. Briefly describe the role of this person or entity in the proposed registered organization:
As CTO, John Sullivan oversees the information technology role for Fiorello Pharmaceuticals.
John owns Series A Preferred Stock and common stock in Fiorello.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: 9. Fax:

10. Email:

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Manhattan College and Southern Illinois University.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: 16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

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

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



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

Form with fields: 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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for 'Reason For Departure' and a section for '18. Offices Held or Ownership Interest in Other Businesses' with a checkbox for 'Yes' and '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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Name and Address of Business:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field contains checkboxes for 'open', 'closed', and 'proposed'.



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: [Handwritten Signature] Date: May 22, 2015
Notary Name: ADENIKE O. EDUN-OGUNRINDE Notary Registration Number: 01ED6272411
Notary (Notary Must Affix Stamp or Seal) Date: MAY 22nd, 2015
[Notary Seal: ADENIKE OMOTOLA EDUN OGUNRINDE, Notary Public - State of New York, NO. 01ED6272411, Qualified in Queens County, My Commission Expires 11/19/16]



May 26, 2015

To New York State Department of Health:

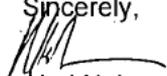
I know that John Sullivan is a senior member of Fiorello Pharmaceuticals, a company that has applied to the New York State Department of Health to become a Registered Organization under the NYS Medical Marijuana program. I am writing to you to give you the reasons why I would highly recommend **John to be a part of this executive team.**

I have known **John Sullivan** for **approximately [REDACTED]** and I know him to be a person of high moral and **ethical character.** John worked in my organization at [REDACTED]. During this time, John was an invaluable member of my team, in particular, he was able to open up key government and channel customers for us – which are extremely difficult to penetrate. John is able to take on highly complex issues related to both technical products and solution selling into sophisticated and complex marketplaces. He constantly strives to achieve and surpass any goals set, and works as a morale booster for the rest of the team.

John is always up for any challenge. I have been proud to know John professionally. I know New York State Department of Health and Fiorello Pharmaceuticals will benefit by having John Sullivan on their team and **contributing in every way to the success of the overall program.**

Please contact me if you would like me to answer any questions or give you some specific examples.

Sincerely,



Abel Nelson

[REDACTED]

VP and COO SSL MegaPath Inc. (Recently acquired by GTT Communications)



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Judith E. Tytel 3. Title: General Counsel and CCO
4. Briefly describe the role of this person or entity in the proposed registered organization:
The General Counsel and Chief Compliance Officer has overall responsibility for the legal affairs of the Company, including compliance with all relevant laws and regulations.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A:

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

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

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

8. Phone: 5 [redacted] 9. Fax none

10. Email: judith.tytel@fiorellopharm.com

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Long Island University, Washington University in St. Louis, and New York University School of Law.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Attorney, 1071794, NY State, Office of Court Admin., 4 ESP, Albany, NY 12223-1450, 212-428-2800 attyreg@nycourts.gov, 1972, Renewable.

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

Form with multiple sections for employer information, including fields for 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, and Position/Responsibilities.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.

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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field includes checkboxes for 'open', 'closed', and 'proposed'.



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: [Handwritten Signature] Date: 5/18/15
Notary Name: India DeCarmine Notary Registration Number: 02 DE 506 0491
Notary (Notary Must Affix Stamp or Seal) [Handwritten Signature] Date: 5/18/15
INDIA DECARMINE
Notary Public in and for the State of New York
No. 02 DE 506 0491
Queens County
Commission Expires May 20, 2018



Pfizer Inc
235 East 42nd Street
New York, NY 10017-5755

Rady A. Johnson
Executive Vice President,
Chief Compliance & Risk Officer
Compliance Division

Tel: 212.733.2352
Email: rady.johnson@pfizer.com

June 2, 2015

NYS Department of Health

To Whom It May Concern

Re: Character Reference for Ms. Judith Tytel

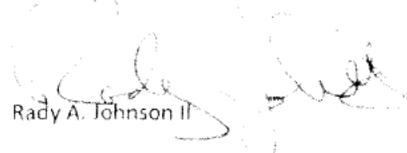
Dear Sir or Madam,

With this letter I offer a character reference for Judith Tytel, General Counsel and Chief Compliance Officer, Fiorello Pharmaceuticals

I have known Ms. Tytel since [REDACTED], when I joined the [REDACTED] Ms. Tytel and I were colleagues at [REDACTED] for more than [REDACTED] years and worked closely on a broad range of issues and projects during our time together. We have remained close friends since her departure from [REDACTED] in [REDACTED]. Throughout my professional and personal relationships with Ms. Tytel, I have known her to be a person of impeccable character and of the highest integrity in every respect. I have seen these qualities in action in every facet of her life – as a trusted [REDACTED] and [REDACTED] in [REDACTED], as a [REDACTED] and [REDACTED] and as a [REDACTED]. It is with great enthusiasm that I endorse Ms. Tytel for any role or endeavor for which such qualities are critical elements.

Should you require further information or have any questions, please do not hesitate to contact me directly.

Sincerely,



Rady A. Johnson II



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Robert Verstandig 3. Title: Head Grower
4. Briefly describe the role of this person or entity in the proposed registered organization:
Mr. Verstandig will assist the Cultivation Director/GAP Specialist in managing the technical aspects of cultivation operations and supervising the grow team.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] 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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Vermont, Burlington VT 05405, sept 1980, May 1984, Plant and Soil Science College of Agriculture, May 1984.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: NYS Commercial Pesticide Applicator, C4666904, New York State Dept. of Environmental Conservation, 01/21/2014, 01/21/2017.

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

Type of Business:



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

N/A

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities. Includes a section for '18. Offices Held or Ownership Interest in Other Businesses' with a checkbox for 'Yes'.

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

N/A

Form with three identical sections for business information, including fields for From, To, Business Type, Office Held/Nature of Interest, and Licensing/Regulatory Agency details.



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

19. Affirmative Statement of Qualifications

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

I am a [redacted] with over 30 years experience in commercial greenhouse facilities operations and management. This includes plant husbandry, advanced propagation techniques, greenhouse grow area operations and design, staffing, staff training and management, regulatory compliance, construction management, environmental compliance, and am well versed in all good agricultural practices. I have a B.S. in Plant and Soil Science from the University of Vermont College of Agriculture. I have been [redacted] of all [redacted] for 30+ years. I also have been active in my community, coaching a number of youth sports teams over the past 10 years as well as sitting on a few non for profit organizations boards.

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 J. Verstandig Date: June 2, 2015
Notary Name: [redacted] Notary Registration Number: 01KE6320702
Notary (Notary Must Affix Stamp or Seal) Date: 6/2/15
SEAN P. KENNELLY
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY, NO. 01KE6320702
MY COMMISSION EXPIRES MARCH 9, 2019

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: VERSTANDIG, ROBERT, FRIEDRICH

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 2015 [REDACTED]

Fingerprint Center: L091

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:
CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: [REDACTED]

Operator ID: 091009

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: VERSTANDIG, ROBERT, FRIEDRICH

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 2015 [REDACTED]

Fingerprint Center: L091

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:
CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: [REDACTED]

Operator ID: 091009

(Agency Copy)



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: David Weston 3. Title: Director
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] 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 ... using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax: [redacted]
10. Email: [redacted]
11. Residence Address: [redacted]
12. City: New York 13. State: NY 14. ZIP Code: 10010
15. Formal Education
Institution Address Dates Attended Degree Received Date Received
University of Michigan 500 South State Street Ann Arbor, MI 48109 2002 2006 BBA 6/2006



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.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities.



**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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest' field includes checkboxes for 'open', 'closed', and 'proposed'.



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: [Handwritten Signature] Date: 6/1/2015

Notary Name: [Handwritten Signature] Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal) Date: 6/1/2015
MARVIN S. ROBBINS
Notary Public, State of New York
Qualified in Nassau County
No. 02RO6214195
My Commission Expires 03-13-2018



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.

Form containing questions 1 through 6 regarding business name, name, title, role, contact with medical marijuana, and management/ownership history.



Appendix A:

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

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

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

8. Phone: [redacted] 9. Fax [redacted]

10. Email: susan.yoss@fiorellopharm.com

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains data for The Wharton School and Columbia Business School.



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.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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

Form with fields: 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, 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? [X]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

Form with three entries for different organizations: Ovarian Cancer Research Fund, The Harmonie Club of New York, and The Citizens Budget Commission of New York. Each entry includes fields for 'From' and 'To' years, 'Business Type', 'Office Held/Nature of Interest', and checkboxes for 'open', 'closed', and 'proposed' status.



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: Susan Yuss Date: 5/30/2015

Notary Name: Alona F Frasier Notary Registration Number: 01FR6205196

Notary (Notary Must Affix Stamp or Seal) Date: 5/30/2015





GREYSTON
SOCIAL ENTERPRISE • EST. 1987

May 26, 2015

To whom it may concern:

I am the CEO of Greyston Foundation and Greyston Bakery, a nationally recognized social enterprise and the first Benefit Corporation in New York State, that provides employment, skills and resources to individuals in Southwest Yonkers through Open Hiring practices and PathMaking.

It is with great pleasure that I provide a character reference for Susan Yoss for inclusion in the license application that Fiorello Pharmaceuticals will be submitting to the New York State Department of Health to legally cultivate, manufacture and dispense medical marijuana. Since [REDACTED] Ms. Yoss has been an [REDACTED] and [REDACTED] and currently serves as the [REDACTED]. Her strong business acumen, financial skills and commitment to our cause have made a tremendous contribution to our organization.

I am also delighted to learn that Fiorello Pharmaceuticals is actively considering a medical marijuana dispensary location in Yonkers. This location will create needed jobs in our community. Greyston looks forward to working with Fiorello Pharmaceuticals in developing job training programs to fill some of the open positions and to develop education programs on medical marijuana for the Yonkers community.

Please feel free to contact me if I could provide you with any additional information.

Sincerely,

Michael Brady
CEO
Greyston Foundation and Greyston Bakery



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: Fiorello Pharmaceuticals, Inc.
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Greg Zuniss 3. Title: Investor
4. Briefly describe the role of this person or entity in the proposed registered organization:
Member of NYS Pharmaceuticals Investors LLC, which holds shares of Series A Preferred Stock of Fiorello Pharmaceuticals, Inc..
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



Appendix A:

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

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

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

8. Phone: [redacted] 9. Fax [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Maryland, College Park, MD, 1993, 1997, Business, 1997.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 16: Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 2 if necessary.

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

Type of Business:



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

Street Address:		
City:	State:	Zip Code:
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:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>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.</p>		
<p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> 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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The 'Office Held/Nature of Interest:' field includes checkboxes for 'open', 'closed', and 'proposed'.



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: [Handwritten Signature] Date: 5/28/15
Notary Name: Steven G. [Handwritten Signature] Notary Registration Number: [Handwritten Number]
Notary (Notary Must Affix Stamp or Seal) Date: 5/28/15
[Notary Stamp: Notary Public, State of New York, No. 01018242577, Westchester County, Commission Expires May 16, 2017]



FIGRELLQ

PHARMACEUTICALS

Application for
Registration as a
Registered Organization
to the New York State
Department of Health

June 5, 2015

VOLUME 9



FIORELLO

PHARMACEUTICALS

Application for
Registration as a
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to the New York State
Department of Health

June 5, 2015

Appendix B

Architectural Program

Overview

Formed in May 2014, Fiorello Pharmaceuticals mission is to provide patients suffering from debilitating and life-threatening illnesses with compassionate service and access to high-quality medical marijuana from trained medical professionals. We aspire to advance scientific understanding, clinical care, and patient education by incorporating medical and pharmaceutical industry best practice into our research, development, and education. Our name “Fiorello” - Italian for “little flower” - honors legendary New York City Mayor Fiorello H. LaGuardia, who maintained a deep commitment to medical science and the benefits of medical marijuana.

Fiorello Pharmaceutical’s goal is to build the preeminent pharmaceutical medical marijuana company within New York State. We will not only strictly adhere to New York State regulations but also aspire to maintain standards consistent with U.S. Federal Drug administration (FDA) guidelines. To achieve our objectives, we have established a world-class management team that includes individuals who have worked at the most senior levels within government and the pharmaceutical industry and who have a strong track record of succeeding in highly regulated environments. We also have established a business advisory board; comprised of distinguished individuals, who are highly accomplished in their respective fields, to further enhance our expertise in all critical functions and operational capabilities.

Fiorello Pharmaceuticals will provide products and services based on the best and most current scientific information. To support product development and clinical research initiatives, we have established a Scientific Advisory Board comprised of prominent physicians and scientists. It is our intent to collaborate, when permissible, with local academic and research institutions to build a more in-depth understanding of the differential effects and potential benefits of various cannabinoid compounds in an effort to optimize patient outcomes through improved product and service offerings.

We will operate with a strong patient-centric orientation that will assist us in earning the trust of both certified New York State physician practitioners and patients. Our approach is to build a broad geographical presence within the State to ensure optimal patient access. Our cultivation facility is located in town of Glenville in Schenectady County with our 4 dispensaries located in Yonkers, Syracuse, Rochester and Long Island. We will manage our retail dispensaries as welcoming facilities that offer a clinical atmosphere where patients are treated

with both compassion and respect and provided with consultations by specially trained pharmacists on appropriate product selection and administration. The Fiorello “Ambassadors” initiative will further support physician education and effectively address medical inquiries. Fiorello Ambassadors are licensed healthcare professionals who will receive advanced training in the use of medical marijuana and will conduct peer-to-peer programs as well as serve as ongoing educational resources for their colleagues.

In addition, we will operate a socially conscious organization that not only provides unsurpassed service to our patient base but also actively supports the community in which we operate by hiring locally with a focus on employee diversity, by implementing environmentally friendly practices, and (to the extent permitted by law) by offering discounts for seniors, veterans, and patients with economic hardship.

Finally, to gain critical expertise in cultivating, manufacturing and dispensing medical marijuana, we have established important strategic relationships with some of the most successful and respected organizations in the medical marijuana industry, including The Clinic.

The Clinic is an industry leader with a proven track record of consistently growing high quality medical marijuana and has been processing infused medical marijuana products since 2010. The Clinic opened its first marijuana cultivation and manufacturing center in Colorado in 2009 and is one of the only state licensed Class 1, Division 2 infused production manufacturing facilities in the state. The Clinic now operates three cultivation centers and five dispensaries in Colorado. The Clinic’s affiliates have also been granted medical marijuana licenses in Illinois and Nevada.

An affiliate of the Clinic holds a significant equity position in Fiorello Pharmaceuticals and has a long-term commitment to our success. The Clinic will provide intellectual property and consulting services to assist Fiorello in establishing a state of the art infused product manufacturing facility in New York and to ensure that it is properly staffed, trained and operational. The expertise that The Clinic provides will be instrumental during the start-up phase and will help to ensure that Fiorello is able to provide a steady, uninterrupted supply of the purest, highest-quality products to patients within 6 months of being approved as a Registered Organization.

Management Team

Ari Hoffnung

CEO and Founder

Mr. Ari Hoffnung has two decades of experience on [REDACTED] and in New York City Government, most recently as New York City's Deputy Comptroller for Budget & Public Affairs. Prior to joining New York City Government, Mr. Hoffnung was a [REDACTED].

Mr. Hoffnung has developed considerable expertise in the benefits of cannabis, having led a research team composed of economists and policy experts that published two-dozen white papers, including two ground-breaking and widely-cited reports on the public-health and economic impacts of reforming cannabis policies: "100,000 Reasons: Medical Marijuana In The Big Apple and Regulating and Taxing Marijuana: The Fiscal Impact on NYC." He has often provided expert testimony on the benefits of medical cannabis including presentations to the New York City Council, New York State Assembly and Senate.

Mr. Hoffnung holds an MBA in finance from NYU and a BA from Queens College.

Neil Leibowitz, MD, JD

President and Chief Medical Officer

Dr. Neil Leibowitz is a [REDACTED] and [REDACTED] of [REDACTED], a [REDACTED] providing [REDACTED] and [REDACTED] to the [REDACTED] employs nearly [REDACTED] including [REDACTED] and [REDACTED] to care for the needs of a diverse patient population in a highly complex and regulated environment.

Dr. Leibowitz received his bachelor's degree in economics from Johns Hopkins University, a medical degree from New York Medical College, and a law degree from New York University School of Law. Neil previously served as an [REDACTED] at the [REDACTED] and was the [REDACTED] at [REDACTED].

Susan Yoss

Chief Financial Officer

Ms Susan Yoss is an accomplished senior level finance executive with [REDACTED] planning [REDACTED] and [REDACTED] for [REDACTED]. She held a number of [REDACTED] at [REDACTED], a [REDACTED] and [REDACTED]. After more than a [REDACTED] at [REDACTED] Susan became the [REDACTED] for [REDACTED], a [REDACTED]. Most recently, Susan served as [REDACTED] and [REDACTED] for [REDACTED].

Ms. Yoss received her bachelor's degree from the Wharton School and an MBA from Columbia Business School. She has served on numerous boards including the Ovarian Cancer Research Fund.

Lauren Handel

Chief Compliance Officer

Ms. Lauren Handel is currently a [REDACTED] in the [REDACTED] where she [REDACTED] on [REDACTED] and all aspects of law [REDACTED] and [REDACTED]. She also [REDACTED] in [REDACTED] and [REDACTED]. Ms. Handel was previously [REDACTED] at [REDACTED] where her [REDACTED], as well as [REDACTED] and [REDACTED].

Ms. Handel Lauren received her Bachelor of Arts degree from the University of Maryland, her JD from Georgetown University Law Center and an LL.M. in Agricultural and Food Law at the University of Arkansas School of Law. She is admitted to practice in New York, New Jersey, Maryland, the US Supreme Court, and the US District Courts for the Southern and Eastern Districts of New York.

Judith Tytel

General Counsel

Ms. Judi Tytel has almost twenty-five years of experience at [REDACTED] beginning as a [REDACTED] to the [REDACTED] and culminating in the [REDACTED]. Her participation in strategic and tactical development in these varied aspects of the pharmaceutical business makes her unique among attorneys. Ms. Tytel, as [REDACTED], was the [REDACTED] on the [REDACTED] of [REDACTED]. She also helped shape the launches of [REDACTED] and [REDACTED] among many others. After [REDACTED] Judi joined the [REDACTED] as [REDACTED] in the [REDACTED] and [REDACTED].

Ms. Tytel received her bachelor of arts from Washington University and a JD from NYU School of law. She has served on a number of boards and is a member of the Council of Overseers for the Arnold and Marie Schwartz College of Pharmacy of Long Island University.

Eric Sirota

Chief Operating Officer

Mr. Eric Sirota has over 30 years of pharmaceuticals leadership experience including 20 years at [REDACTED] where he held [REDACTED] roles in [REDACTED]. At [REDACTED] he [REDACTED] the [REDACTED] for [REDACTED] and the [REDACTED] of [REDACTED] into the [REDACTED]. After [REDACTED] Mr. Sirota was appointed [REDACTED] of the [REDACTED] where he [REDACTED] a [REDACTED] providing a broad range of offerings to the pharmaceutical industry. Most recently, Mr. Sirota served as [REDACTED] where he was responsible for directing corporate strategy and managing marketing and medical operations.

Mr. Sirota received his bachelor's degree in pharmacy from Rutgers College of Pharmacy and an MBA from the Wharton School.

■ Dave Pompei, PharmD

Chief Dispensary Officer

Mr. Dave Pompei brings expertise in pharmacy management, product development, and clinical research. Mr. Pompei began his career as an [redacted] at [redacted]. He then led the [redacted] at [redacted]. He [redacted] to become [redacted] and launched his own [redacted]. He currently [redacted] and [redacted] in [redacted] acting as [redacted] on an [redacted] examining the use [redacted]. He also advocates on behalf of patients suffering from [redacted] and [redacted], most recently by championing for the inclusion of these conditions in the Connecticut medical cannabis formulary in front of the Board of Physicians.

Mr. Pompei received his doctorate in pharmacy from UW-Madison, with concentrations in clinical research and business administration.

■ John A. Sullivan

Chief Technology Officer

Mr. John Sullivan has more than 35 years as an [redacted] and [redacted]. Mr. Sullivan has held [redacted] at [redacted] and [redacted]. Mr. Sullivan and his [redacted] and [redacted] a number of [redacted] and [redacted] services that were sold around the world to protect the [redacted], as well as [redacted] and [redacted]. Most recently, Mr. Sullivan [redacted] an [redacted] sold through [redacted] product management team.

Mr. Sullivan received his B.S. degree from Manhattan College, Bronx, NY and an M.B.A. from Southern Illinois University

■ Lawrence M. Stanton

Chief Security Officer

Mr. Larry Stanton is a highly experienced technical security expert with over 30 years of [redacted] and [redacted] and [redacted] for [redacted] and [redacted]. He is one of the nation's foremost experts in industrial and chemical safety and security processes having [redacted] and [redacted] for the [redacted]. From 2003 to 2011, Mr. Stanton held a series of progressively responsible positions at the Department of Homeland Security in its Infrastructure Security Compliance Division in Washington D.C. From August 2011 to August 2014, he was the Director of the Office Emergency Management (OEM) for the US Environmental Protection Agency (EPA).

Mr. Stanton holds a Certificate in National Preparedness Leadership from Harvard University, Kennedy School of Government and the School of Public Health. He also earned a certificate in Public Administration of Homeland Security at The Pennsylvania State University and a Certificate in Senior Corporate Security Management at Georgetown University. He earned his BA degree at St. Peter's College in Jersey City, NJ

■ Michele Pfannenstiel, DVM

Director of QA & Lab Analytics

Dr. Michele Pfannenstiel commissioned into the US Army Veterinary Corps upon earning her DVM degree where she learned the food safety skills she now brings to producers and processors of both food and cannabis products across the country. As a Captain in the US Army, she was responsible for managing food inspection from Saratoga Springs New York to the Central [redacted]. Currently, Dr. Pfannenstiel is [redacted] and [redacted] of [redacted], a company that creates and implements safety and quality programs and SOPs that comply with current FDA/USDA regulations and industry standards, including GAP, cGMP and GFSI, as well as HACCP. She has over [redacted] years of experience [redacted] on [redacted] for food producers and processors across a wide spectrum of consumable products, but with a specialty in [redacted] and [redacted]. Dr. Pfannenstiel is also an International HACCP Alliance certified trainer providing accredited HACCP training. She is also an ASQ Certified (American Society for Quality) HACCP Auditor.

Dr. Pfannenstiel received her BA in Economics and Geology from Wellesley College, after which she served in the Peace Corps in Irbid, Jordan. She received her DVM degree from University of Georgia College of Veterinary Medicine.

■ Josh Malman

Master Grower

Mr. Josh Malman [redacted] of [redacted] [redacted] one of the [redacted] in the United States. In addition to [redacted] and [redacted] all [redacted], he [redacted] and [redacted] [redacted] for [redacted] of [redacted]. Josh has in-depth understanding of how to breed, cultivate and treat different cannabis strains. Mr. Malman is also [redacted] with [redacted]. In [redacted] 2015, he went to [redacted] to meet with [redacted] that have been studying and testing medical marijuana for over 25 years. Over the past [redacted], Mr. Malman has also been [redacted] with [redacted] working with the [redacted] on best practices for the industry.

Mr. Malman received his B.S. of Science degree in Horticulture at the University of Wisconsin- Madison.

■ Elizabeth Keyser

Director of Cultivation/GAP Specialist

Ms. Liz Keyser is an expert in cultivation and food safety management and is certified in Good Agricultural Practices (GAP). She has been the [redacted] and [redacted] for [redacted] [redacted], where she [redacted]. Her responsibilities included [redacted] through [redacted] and [redacted]. Ms. Keyser was also the [redacted], which included writing and implementing a Good Manufacturing Process (GMP) and Hazard Analysis and Critical Control Points (HACCP)

Ms. Keyser received her B.S. in Environmental Science at SUNY College of Environmental Science and Forestry.

Scientific Advisory Board

■ Dale G. Deutsch, PhD

*Professor of Biochemistry and Cell Biology
State University of New York at Stony Brook*

A Professor of Biochemistry and Cell Biology at SUNY Stony Brook University, Dr. Dale Deutsch has dedicated over 20 years of study to the endocannabinoid system, a system of signals and receptors that regulates functions of appetite, pain-sensation, mood, and memory. Dr. Deutsch has published dozens of research articles in scientific journals and has served on the Editorial Advisory Board of the Journal of Biochemical Pharmacology. Dr. Deutsch received a B.S. in Chemistry from the University at Buffalo, a Ph.D. in Biochemistry from Purdue University, and completed postdoctoral work in enzymology at the University of Colorado and in lipid biochemistry at the University of Chicago. He is past President of the International Cannabinoid Research Society

■ Leon C. Landau, MD

Dr. Leon C. Landau is a board-certified Hematologist and Oncologist. For more than forty years he has maintained a [redacted] and was an [redacted]. He is a [redacted] at the [redacted] where he helps train the next generation of Oncologists. Dr. Landau earned his medical degree from Yeshiva University and completed his internship at Johns Hopkins University and his residency and fellowship in Oncology at Montefiore.

■ Joseph P. Navarra, RPh, FACA

Mr. Joseph Navarra is an expert in pharmacy compounding and will contribute his expertise to advance our clinical research by helping guide product development, regulatory adherence, and technical training. His experience in formulating medicine for clinical trials includes collaborations with [redacted]. Mr. Navarra is a graduate of St. John's University College of Pharmacy and Allied Health Professions. He also plays an active role in local, state and national-level pharmacy organizations and is currently on the New York City Pharmacists Society Board.

■ Alexander Neumeister, MD

Dr. Neumeister's is a research scientist with a focus in neurologic and psychiatric conditions. His work on the body's response to trauma, has led to the discovery of the connection between PTSD and the body's endocannabinoid system, establishing proof-of-concept for a potential therapeutic role of medical cannabis. He is a graduate of the University of Vienna-Austria Medical School and has served in positions of clinical and academic leadership at New York University, Mt Sinai, Yale, and University of Vienna Schools of Medicine

■ Risa Schulman, PhD

President, Tap-Root

Dr. Risa Schulman is a functional-food and dietary-supplement expert. She has served on the leadership teams of several pioneering industry icons including [redacted], in a research and development, regulatory, and strategic capacity. Currently, as he [redacted], she [redacted] with [redacted]. Dr. Schulman holds a Bachelor's of Science degree in Biology & Environmental Science from Tufts University, a Masters of Environmental Science from the Yale School of Forestry, and a Ph.D. in Plant Biology from Rutgers University

■ Daniel Mark Siegel, MD, MS

*Clinical Professor of Dermatology
State University of New York at Downstate School of Medicine*

Dr. Daniel Siegel is one of the country's leading dermatologists with broad expertise in the areas of medicine, policy, economics, and botany. He is Clinical Professor of Dermatology at the State University of New York at Downstate School of Medicine and an attending physician at SUNY Downstate Medical, Veterans Administration New York Harbor Healthcare System and serves on the [redacted]. Dr. Siegel has lectured extensively on plant medicine on four continents and has published on this topic in both textbooks and in peer-reviewed journals. Dr. Siegel is a [redacted] and participated in a combined six-year biomedical program receiving an undergraduate degree from Rensselaer Polytechnic Institute and his Doctor of Medicine Degree from Albany Medical College.

Business Advisory Board

■ Charles R. Catalano, RPh

President of the Pharmacy Society of the State of New York

President of C&S Pharmacy Consultants

Mr. Charles Catalano is a career pharmacist with nearly 40 years of professional experience serving in advocacy, consultancy, and teaching roles. Mr. Catalano serves as the President of the Pharmacy Society of the State of New York. He has also served as President of both New York City Pharmacist and Italian American Pharmacist Societies. He brings significant expertise in state policy, professional outreach and education having collaborated with the New York City Department of Health to develop a plan to mobilize pharmacies in the event of a bioterrorist attack. Mr. Catalano is currently [REDACTED], which serves over [REDACTED] throughout the [REDACTED] including the [REDACTED]. Mr. Catalano is a graduate of Queens College and the Brooklyn College of Pharmacy.

■ Thomas DiNanno

Senior Fellow for Homeland Security and Critical Infrastructure Protection at the International Assessment and Strategy Center

Mr. DiNanno served as Deputy Assistant Secretary for Infrastructure Protection at the U.S. Department of Homeland Security from June 2004 to March 2007 where he was responsible for Homeland Security initiatives to identify and protect the nation's critical infrastructure. These projects included leadership of the National Cyber Security Division programs, development and implementation of regulations to identify and protect high risk chemical sites and management of the National Communications System. From November 2001 to March 2003, Mr. DiNanno served as Special Assistant to the Chief of Staff in the Department of Homeland Security, and in the White House Office of Homeland Security as Director of Corporate Relations reporting to Governor Tom Ridge. Mr. DiNanno received his MS in Business and Urban Planning from Massachusetts Institute of Technology, an MA in Government Administration from the University of Pennsylvania and an MA in International Relations the Fletcher School of Law & Diplomacy. He received the BA in Economics and Latin American Studies from Middlebury College.

■ Marianne Bays, PhD

Marianne Bays is a medical cannabis industry business analyst and consultant. She has over 20 years of experience consulting with organizations on process, performance and structure improvement. Since 2008, Ms. Bays has been studying the US cannabis industry. She began as an advocate in New Jersey, evaluating and providing feedback to legislators considering pending legislation to legalize medicinal marijuana. Ms. Bays has also testified at the Department of Health and Senate Health Committee hearings draft program regulations, particularly as they affected ability to build a medical cannabis industry in New Jersey. Ms. Bays holds a Ph.D. in Business Organization and Policy Studies from the CUNY Graduate Center in NYC. She is also an adviser to the American Cannabis Nurses Association; NORML NJ Women's Alliance and participates in the activities of the Coalition for Medical Marijuana, New Jersey.

■ Jennifer Grossman, JD

Ms. Jennifer Grossman is a conservation consultant with over 20 years of strategic environmental legal work experience in both the public and not-for-profit sectors. She is currently working with the [REDACTED] on a [REDACTED]. She is the [REDACTED] a [REDACTED]-based company [REDACTED] and [REDACTED]. Ms. Grossman was [REDACTED] for [REDACTED] of the [REDACTED]. She previously served as Senior Attorney at the Office of General Counsel for the NYS Department of Environmental Conservation, serving as lead counsel for the Lands & Forest Program and also counseling on hazardous waste and pesticide matters. She holds a J.D. from Boston University School of Law and a joint B.A. in English Literature & Rhetoric and Political Science from Binghamton University.

■ André Doré

Mr. André Dore has held various financial service positions over his 27-year career. He was [REDACTED] of [REDACTED] at [REDACTED] and [REDACTED] at [REDACTED]. Prior to joining the financial services industry he [REDACTED]. He is also a board member of the New York Rangers Alumni Association, a 501(c)(3) organization that supports former players as well as local hockey associations.



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: Fiorello Pharmaceuticals, Inc.
Facility Type: Manufacturing Facility [checked] Dispensing Facility []
Use and Occupancy Classification: F-1. Moderate Hazard Occupancy
Building Construction Type and Classification: V-B with an automatic sprinkler system
Facility Address: 201 A Sreet, Glenville, New York 12302
Primary Contact Telephone number: 917-687-6106, Ari Hoffnung, CEO, Fiorelli Pharmaceuticals, Inc.
Primary Contact Fax number:
PART I - ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE: Refer to attached construction timeline.
Applicant shall identify planning requirements, including but not limited to:
[] TOWN BOARD APPROVAL
[] PLANNING BOARD APPROVAL
[] ZONING BOARD OF APPEALS APPROVAL
[checked] PREPARATION OF CONSTRUCTION DOCUMENTS
[checked] BUILDING PERMIT
[checked] BIDDING PHASE
[checked] CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
[checked] COMMENCEMENT OF CONSTRUCTION
[checked] COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

Table with 2 columns: Compliance checkbox and Code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, etc.



Appendix B – Architectural Program

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

CODE COMPLIANCE REVIEW						
<p>Applicant shall provide all applicable information in regards to the code topic and section listed below.</p> <p>1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.</p> <p>2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted</p> <p>3. Provide your facilities "Actual" value for each required standard as per applicable code section.</p>						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	F-1 Moderate Hazard Occupancy Inert Gas = No Limit	F-1 Moderate Hazard Occupancy



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.	Not Applicable. No Combustible Storage in Building Plan.	Not Applicable.
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.	Inert Gas (CO2) No limit.	Inert Gas (CO2) No limit.
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	4 Control Areas for first level allowable per 414.2.	Hazardous materials present are below max. quantity allowed for a Control Area
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).	Unlimited Area Building per 507.3 (Group F, One Story, 60' Yards, Sprinkler)	119,000 SF 1 Story
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Not Applicable.	Not Applicable.



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).	Not Applicable F-1 Occupancy Throughout	Not Applicable F-1 Occupancy Throughout No occupancy separations required.
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).	Not Applicable F-1 Occupancy Throughout	Not Applicable F-1 Occupancy Throughout No occupancy separations required.
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).	Not Applicable F-1 Occupancy Throughout	Not Applicable F-1 Occupancy Throughout
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type V-B	Type V-B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	No rating requirements for Type V-B Construction	No rating requirements for Type V-B Construction



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).	Not Required with a fire separation distance greater than 30'.	Fire separation distance is 60' minimum as an unlimited area building.
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Minimum fire separation distance of 60' for an unlimited area building.	Fire separation distance of 60' minimum for an unlimited area building provided.
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	Not Required.	Not Required.
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Not Required.	Not Required.
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	Not Applicable. No Shaft Enclosures present in building	Not Applicable. No Shaft Enclosures present in building
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	Not Required.	Not Required.



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.	Not Required.	Not Required.
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	Fully Sprinklered	Fully Sprinklered
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Not Applicable	Not Applicable.
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Not Required.	Not Required.
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input checked="" type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	Addressable fire alarm system.	Addressable fire alarm system to be installed.



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	FC 908.3	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	Gas detection associated with CO2 enrichment per FC 908.3 required.	Gas detection associated with CO2 enrichment per FC 908.3. to be provided.
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Existing fire department connections installed for existing system.	Refer to Site 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.	Min. Door Width = 36" Min. Door Height = 80" Swing in direction of egress with load > 50.	Min. Door Width = 36" Min. Door Height = 84" Swing in direction of egress with load > 50. Door ratings NR since no walls are rated.
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.	Business: 1:100 Agricultural: 1:300 Industrial: 1:200 Locker Rooms: 1:50 Gross	Total Occupant Load: 510 Occupants
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Stairways: .2"/occupant Other: .15"/occupant F-1 with sprinkler	Max. required egress width is 13" with 36" provided.
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Accessible spaces to have 1 accessible means of egress min. with 2 required where required per occupant load.	Accessibility provided at all means of egress.



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.	Refer to Building Plan	Refer to Building Plan.
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.	Not Applicable. No interior stairs in Building Plan.	Not Applicable. No interior stairs in Building Plan.
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.	Not Applicable. No ramps in Building Plan.	Not Applicable. No ramps in Building 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.	Common Path of Travel Max @ 100' for F-1 with sprinklers	Common Path of Travel 85' actual maximum.
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.	Two exits required from space with load > 49 for F-1 with sprinklers	Two exits provided for spaces with occupant load > 49.
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Not Required in sprinklered F-1	Not required.



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).	Min. corridor width of 44". Can be reduced to 36" with load < 50	Provided corridor width of 60" min. provided.
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	Dead end corridors not to exceed 50' for F-1 with sprinklers.	Max. dead end corridor @ 40'.
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.	Three exits min. per story for load > 500. Exits separated by 1/3 diagonal distance with sprinklers.	15 exits provided for story
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	Not Required.	Not Required.
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	Not Required.	Not Required.
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	Not Required.	Not Required.



Appendix B – Architectural Program

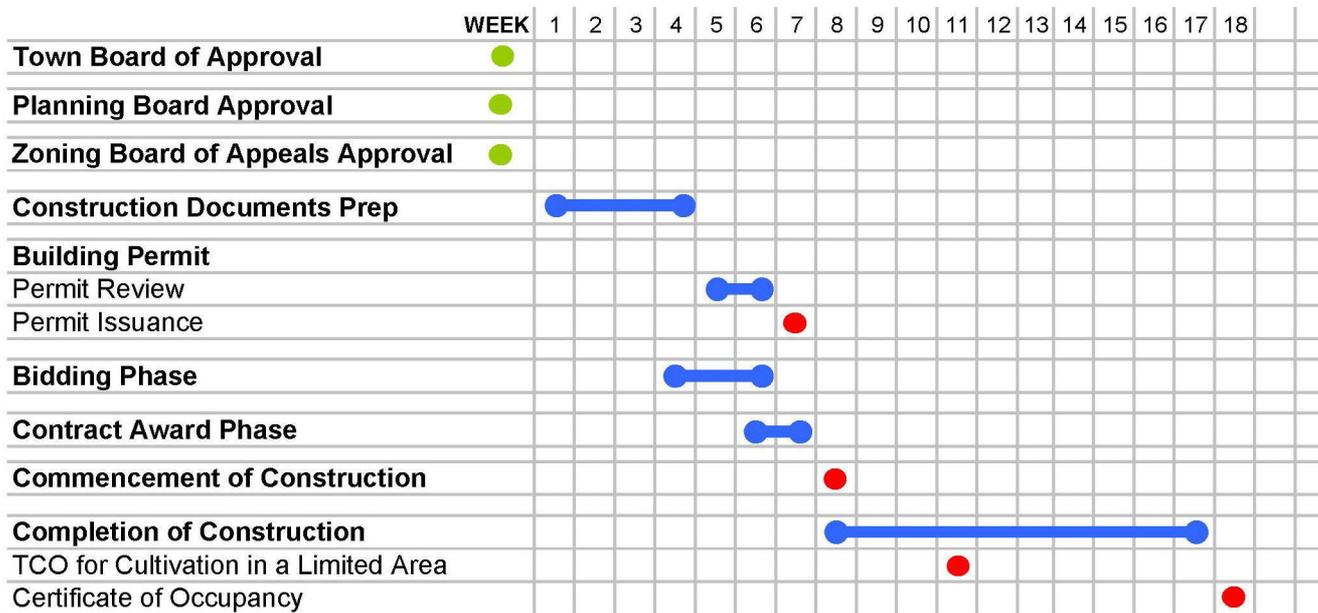
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Not Applicable. No exterior ramps & stairways on Building Plan.	Not Applicable. No exterior ramps & stairways on Building Plan.
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Discharge directly to exterior with access to grade.	All exit discharges at grade.
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Accessible Entrance Accessible Route Accessible Toilet & Bathing	Refer to Building Plan for: Accessible Entrance Accessible Route Accessible Toilet & Bathing
44	Energy Conservation	2010 NYS ECCC & IECC 2012		Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s).	Climate Zone 5: Roof: R20 C.I. Walls: R 11.4 C.I.	Building envelope to be upgraded to required code minimums.
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Exit signs & egress illumination.	Provided by 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.	Standby power required if pump needed due to limited weater pressure.	Provided by 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).	3 W.C. & Lav per Gender 1 Drinking Fountain 1 Service Sink	WC:3 female,2 male+2 urinal Lav:3 female,3 male 2 Drinking,1 Service Sink
48	Available Street Water Pressure			Provide the available street or well water pressure.		60 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 to Site Plan.

Appendix B: Part I Architectural Program & Construction Timeline
Fiorelli Pharmaceuticals: 2160 Amsterdam Road, Glenville, New York



Key: ● Not Required
 ● Schedule Item Completed
 —●● Schedule Item Duration

APPENDIX B
ARCHITECTURAL
PROGRAM

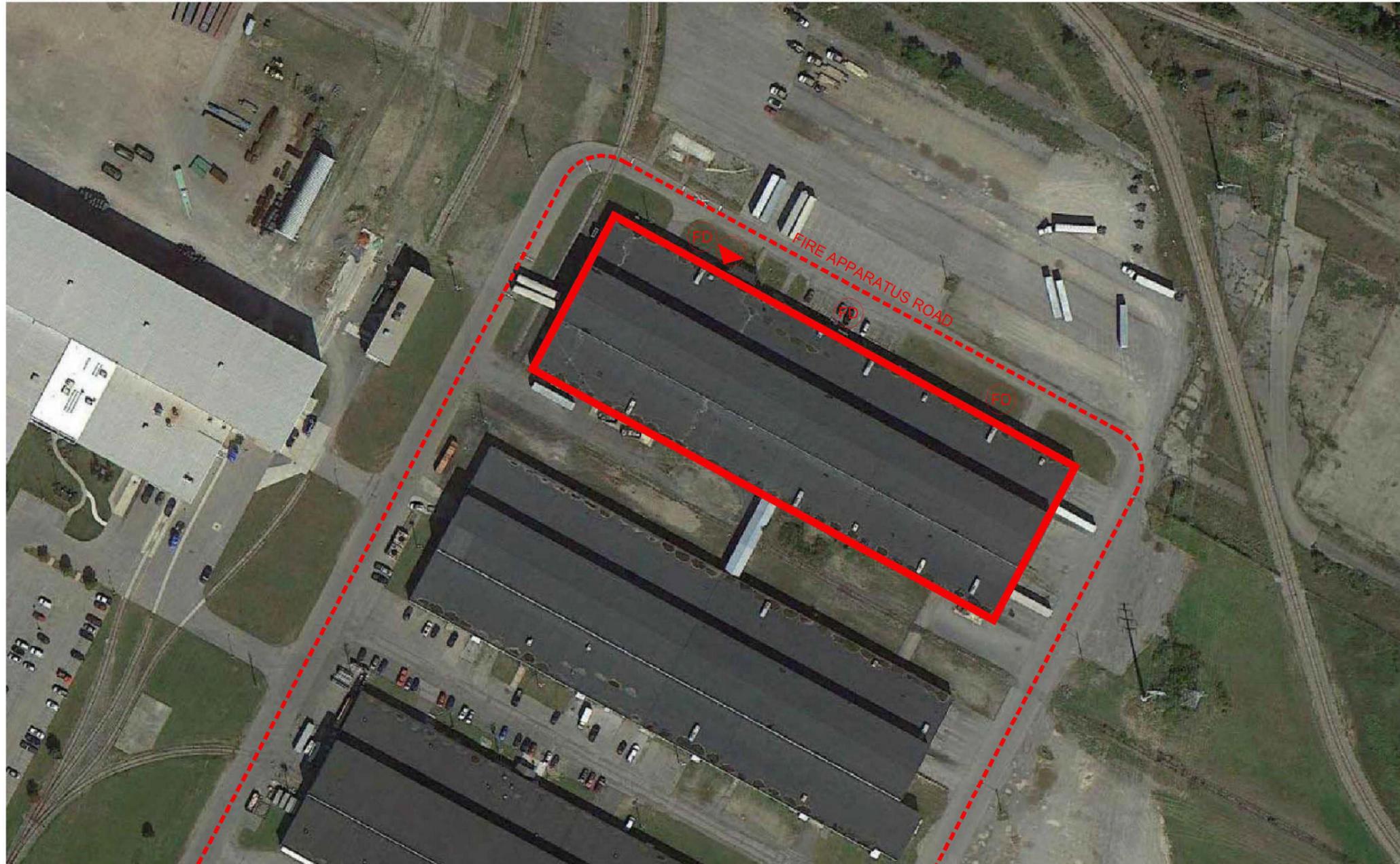
FIORIELLO PHARMACEUTICALS
201 A STREET - GLENVILLE, NEW YORK

DATE: JUNE 3, 2015
REVISIONS:

BUILDING
OVERVIEW

DRAWING KEY:

-  FIRE DEPARTMENT CONNECTION
-  BUILDING ENTRANCE



 SITE PLAN AERIAL 

EGRESS
PLAN

DATE: JUNE 3, 2015
REVISIONS:

FIORIELLO PHARMACEUTICALS
201 A STREET - GLENVILLE, NEW YORK

APPENDIX B
ARCHITECTURAL
PROGRAM

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

APPENDIX B
ARCHITECTURAL
PROGRAM

FIORIELLO PHARMACEUTICALS
201 A STREET - GLENVILLE, NEW YORK

DATE: JUNE 5, 2015
REVISIONS:

BUILDING
DIMENSIONS

PLUMBING
FIXTURES

DATE: JUNE 3, 2015
REVISIONS:

FIORIELLO PHARMACEUTICALS
201 A STREET - GLENVILLE, NEW YORK

APPENDIX B
ARCHITECTURAL
PROGRAM

Town of Glenville

Economic Development & Planning Department
18 Glenridge Road
Glenville, NY 12302
www.townofglenville.org

Christopher A. Koetzle
Town Supervisor

Kevin Corcoran
Town Planner

Michael S. Burns
Planner I

James MacFarland
Deputy Town Supervisor
Council Members
Alan Boulant
James Martin
John C. Pytlovany
Gina M. Wierzbowski

Tel. (518) 688-1200, ext. 407
Fax (518) 384-0140



June 2, 2015

Mr. Ari Hoffnung
CEO
Fiorello Pharmaceuticals, Inc.
205 East 42nd Street, 15th Floor
New York, NY 10017

Dear Mr. Hoffnung:

I recently became aware of Fiorello Pharmaceuticals Inc.'s ("Fiorello") plan for Building 201 of the Glenville Business and Technology Park ("Building 201"). This letter is being provided to you for inclusion in "Appendix B" of Fiorello's license application to the New York State Department of Health to become a Registered Organization under the State's Medical Marijuana Program.

As you noted, Fiorello expects to sign a multi-year lease with the Galesi Group, which will be conditioned upon Fiorello Pharmaceuticals being awarded a license by the New York State Department of Health. Upon licensure, Fiorello plans to use Building 201 to cultivate medical marijuana and to manufacture and ship marijuana-based pharmaceutical products throughout the State. It is understood that this business activity will be conducted under the strictest security conditions and that there will be no dispensing to patients on the property. The facility will be closed to the public at all times.

According to the Town of Glenville Zoning Map (most recent revision date: May 28, 2015), the Glenville Business and Technology Park, including Building 201, is that geographic area comprised of mostly warehousing, distribution and industrial uses formerly referred to as Corporations Park, the Scotia-Glenville Industrial Park, and the Navy Depot. The Park is that area zoned "Research/Development/Technology" (RDT), generally bound by Amsterdam Road (NYS Route 5) on the south/southwest, the rail line now or formerly owned by Pan Am Southern on the north, and Preddice Parkway and Access Boulevard on the east.

According to Section 270-20 of the Town of Glenville Zoning Code, the "Research, Development, and Technology District" was established to "...accommodate emerging technology firms, manufacturing, assembly, warehousing and similar uses in areas where industrial and warehousing uses have historically located, and where infrastructure is already in place to serve such uses. Additionally, this zoning district is designed to accommodate certain commercial uses that complement research, development, and technology-related uses." Land uses of relevance to this discussion specifically

Fiorello 9.00026

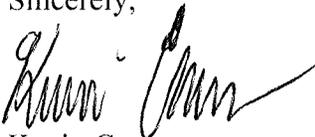
permitted within the RDT district include “enclosed manufacturing,” “enclosed warehousing and distribution facilities,” and “medical research facilities and institutions.”

It is our opinion, based on the representations made to date, that the intended use for Building 201 falls within the current permitted site plan review uses of our RDT zoning district. Fiorello will therefore *not* need to apply for any variances from our Zoning Board of Appeals nor a zoning amendment from the Glenville Town Board. And provided Fiorello does not expand the footprint of the building or the parking area to accommodate their operation at the Glenville Business & Technology Park, they will not need to undergo site plan review by the Town of Glenville Planning & Zoning Commission.

It should be noted that a building permit will be required for any work including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof. Detailed submittal requirements for the permit application are listed in Section 101-4 of the Town Code. The permit application form is available on the Town’s website at www.townofglenville.org/Public_Documents/GlenvilleNY_Building/forms.

Please contact me at (518) 688-1200, ext. 407, or by e-mail at kcorcoran@townofglenville.org if I can be of any help.

Sincerely,



Kevin Corcoran
Town Planner

cc: Christopher A. Koetzle, Town Supervisor



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:	Fiorello Pharmaceuticals, Inc.
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	B, Dispensary
Building Construction Type and Classification:	Multi-level commercial building
Facility Address:	917 Northern Boulevard, Great Neck, New York 11021
Primary Contact Telephone number:	917-687-6106, Ari Hoffnung, CEO, Fiorelli Pharmaceuticals, Inc.
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:	
Applicant shall identify planning requirements, including but not limited to:	
<input type="checkbox"/>	TOWN BOARD APPROVAL
<input type="checkbox"/>	PLANNING BOARD APPROVAL
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input checked="" type="checkbox"/>	BIDDING PHASE
<input checked="" type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input checked="" type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input checked="" type="checkbox"/>	COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

Table with 2 columns: Compliance checkbox and Code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, etc.



Appendix B – Architectural Program

Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input checked="" type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
	Select Work Involved: Check all that apply.	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical

CODE COMPLIANCE REVIEW						
Applicant shall provide all applicable information in regards to the code topic and section listed below.						
1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.						
2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted						
3. Provide your facilities "Actual" value for each required standard as per applicable code section.						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	B Occupancy Dispensary	B Occupancy Dispensary



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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.	Not Applicable. No Combustible Storage in Building Plan.	Not Applicable.
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.	Not Applicable. No Hazardous Materials in Building Plan.	Not Applicable
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	Not Applicable.	Not Applicable.
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).	No increase to height or area proposed.	Lease Area = 1415 SF No increase to height or area proposed.
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Not Applicable.	Not Applicable.



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).		Not Applicable.
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).		Not Applicable.
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).		Not Applicable.
10	Construction Classification	602		Provide Construction Classification per each building included in Application.		II-B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	No rating requirements for Type II-B construction.	No rating requirements for Type II-B construction.



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).		Not Applicable.
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.		Not Applicable.
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.		Not Applicable.
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.		Not Applicable.
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.		Not Applicable.
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.		Not Applicable



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.	Not Applicable.	Not Applicable.
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.		Automatic Sprinkler
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Not Applicable.	Not Applicable.
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Not Applicable.	Not Applicable.
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input checked="" type="checkbox"/> Hardwired (zoned)		Fire Alarm & Detection Porvided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.		Not Applicable.
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.		Not Applicable.
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.	Min. Door Width = 36" Min. Door Height = 80" Swing in direction of egress with load > 50.	Min. Door Width = 36" Min. Door Height = 80" Swing in direction of egress with load > 50.
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.	Business: 1:100	Total Occupant Load: 1415/100=15 Occupants
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Stairways: .3"/occupant Other: .2"/occupant	Max. required egress width is 3" with 36" provided.
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Accessible spaces to have 1 accessible means of egress min. with 2 required where required per occupant load.	Accessible mean of egress provided at existing building entrance.



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.		Refer to Building Plan.
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.		Not Applicable.
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.		Not Applicable.
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.	Common Path of Travel Max @ 75'	Common Path of Travel 20' actual maximum.
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.	Two exits required from space with load > 49	One exit required for occupant load < 49. One exit provided.
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Not Required Occupant Load < 30	Not required. Occupant Load < 30



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).	Min. corridor width of 44". Can be reduced to 36" with load < 50	Min. corridor width @ 48"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	Dead end corridors not to exceed 20'.	No dead end corridors.
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	Two exits min. per story for load < 500. Exits separated by 1/2 diagonal distance.	2 exits provided for story
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.		Not Applicable
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.		Not Applicable.
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.		Not Applicable.



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.		Not Applicable.
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		Not applicable. Lease area located on upper floor.
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.	Accessible Entrance Accessible Route Accessible Toilet & Bathing	Accessible Entrance Accessible Route Accessible Toilet & Bathing
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).	2012IECC C401.2.1 as ammended by 2010 ECCNYS	Improvement to conform to 2012IECC requirements for a change in occupancy.
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.		UPS Equipment provided for surveillane equipment.
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.		Not Applicable.



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).	WC:1 Unisex Lav:1 Unisex 1 Drinking	WC:1 Unisex Lav:1 Unisex 1 Drinking
48	Available Street Water Pressure			Provide the available street or well water pressure.		Not Applicable.
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.		Not Applicable

OCCUPANCY: B, DISPENSARY
TENANT AREA: 1,415 SF
OCCUPANT LOAD: 1,415/100 (BUSINESS) = 15

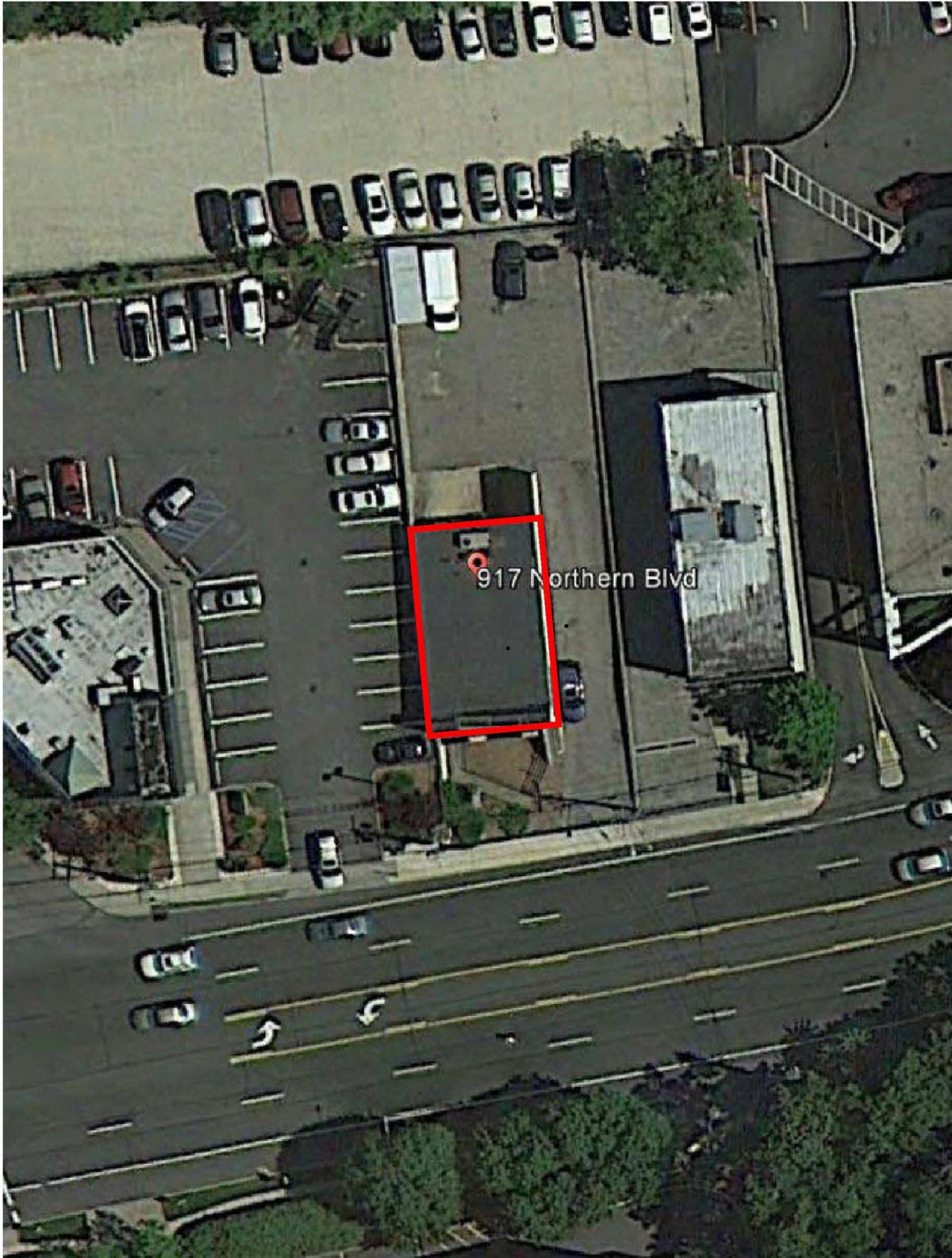
Redacted pursuant to N.Y. Public Officers Law, Art. 6

APPENDIX B
ARCHITECTURAL
PROGRAM

FIORIELLO PHARMACEUTICALS
917 NORTHERN BLVD. - GREAT NECK, NY

DATE: JUNE 5, 2015
SCALE: 1" = 8'-0"
DISPENSARY
FLOOR PLAN

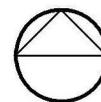




APPENDIX B
ARCHITECTURAL
PROGRAM

FIORIELLO PHARMACEUTICALS
917 NORTHERN BLVD. - GREAT NECK, NY

DATE: JUNE 5, 2015
SCALE: 1" = 40'-0"
DISPENSARY
SITE PLAN





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:	Fiorello Pharmaceuticals, Inc.
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	B, Dispensary
Building Construction Type and Classification:	Multi-level commercial office building
Facility Address:	900 Jefferson Road, Suite 123, Rochester, New York
Primary Contact Telephone number:	917-687-6106, Ari Hoffnung, CEO, Fiorelli Pharmaceuticals, Inc.
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:	
Applicant shall identify planning requirements, including but not limited to:	
<input type="checkbox"/>	TOWN BOARD APPROVAL
<input type="checkbox"/>	PLANNING BOARD APPROVAL (Site Plan Review)
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input checked="" type="checkbox"/>	BIDDING PHASE
<input checked="" type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input checked="" type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input checked="" type="checkbox"/>	COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

Table with 2 columns: Compliance checkbox and Code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, etc.



Appendix B – Architectural Program

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

CODE COMPLIANCE REVIEW						
<p>Applicant shall provide all applicable information in regards to the code topic and section listed below.</p> <p>1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.</p> <p>2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted</p> <p>3. Provide your facilities "Actual" value for each required standard as per applicable code section.</p>						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	B Occupancy Dispensary	B Occupancy Dispensary



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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.	Not Applicable. No Combustible Storage in Building Plan.	Not Applicable.
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.	Not Applicable. No Hazardous Materials in Building Plan.	Not Applicable
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	Not Applicable.	Not Applicable.
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).	No increase to height or area proposed.	Lease Area = 1,627 SF
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Not Applicable.	Not Applicable.



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).		Not Applicable.
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).		Not Applicable.
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).		Not Applicable.
10	Construction Classification	602		Provide Construction Classification per each building included in Application.		Type II-B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.		No Fire Resistance Requirements with Type II-B Construction



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).		Not Applicable.
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.		Not Applicable.
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.		Not Applicable.
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.		Not Applicable.
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.		Not Applicable.
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.		Not Applicable



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.	Not Applicable.	Not Applicable.
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.		Automatic Sprinklers
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Not Applicable.	Not Applicable.
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Not Applicable.	Not Applicable.
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input checked="" type="checkbox"/> Hardwired (zoned)		Fire Alarm & Detection Provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.		Not Applicable.
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.		Not Applicable.
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.	Min. Door Width = 36" Min. Door Height = 80" Swing in direction of egress with load > 50.	Min. Door Width = 36" Min. Door Height = 80" Swing in direction of egress with load > 50.
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.	Business: 1:100	Total Occupant Load: 1627/100=17 Occupants
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Stairways: .3"/occupant Other: .2"/occupant	Max. required egress width is 3.4" with 36" provided.
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Accessible spaces to have 1 accessible means of egress min. with 2 required where required per occupant load.	Accessible mean of egress to be provided at existing lease area exits.



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.		Refer to Building Plan.
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.		Not Applicable. No interior stairs in tenant area.
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.		Not Applicable.
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.	Common Path of Travel Max @ 75'	Common Path of Travel 20' actual maximum.
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.	Two exits required from space with load > 49	One exit required for occupant load < 49. Two exits provided.
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Not Required Occupant Load < 30	Not required. Occupant Load < 30



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).	Min. corridor width of 44". Can be reduced to 36" with load < 50	Not applicable. No corridors in lease area.
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	Dead end corridors not to exceed 50'.	Dead End @ 24' actual maximum.
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	Two exits min. per story for load < 500. Exits separated by 1/2 diagonal distance.	2 exits provided for story
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.		Not Applicable
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.		Not Applicable.
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.		Not Applicable.



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.		Not Applicable.
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		All exit discharges at grade.
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Accessible Entrance Accessible Route Accessible Toilet & Bathing	Accessible Entrance Accessible Route Accessible Toilet & Bathing
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).	2012IECC C401.2.1 as ammended by 2010 ECCNYS	Improvements to meet requirements for a change in occupancy.
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.		UPS Equipment provided for surveillence equipment.
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.		Not Applicable.



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).		Plumbing fixtures provided as common building amenities.
48	Available Street Water Pressure			Provide the available street or well water pressure.		Not Applicable.
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.		Not Applicable.

APPENDIX B
ARCHITECTURAL
PROGRAM

FIORIELLO PHARMACEUTICALS
900 JEFFERSON RD, SUITE 123 - ROCHESTER, NY

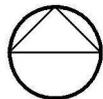
DATE: JUNE 5, 2015
SCALE: 1" = 10'-0"
DISPENSARY
FLOOR PLAN



APPENDIX B
ARCHITECTURAL
PROGRAM

FIORIELLO PHARMACEUTICALS
900 JEFFERSON RD, SUITE 123 - ROCHESTER, NY

DATE: JUNE 5, 2015
SCALE: 1" = 60'-0"
DISPENSARY
SITE PLAN





TOWN OF HENRIETTA

Building & Fire Prevention

County of Monroe • State of New York

475 Calkins Road, P.O. Box 999, Henrietta, N.Y. 14467

(585) 359-7060 • www.townofhenrietta.org

TERRY L. EKWELL
Director of Building & Fire Prevention

May 28, 2015

Ari Hoffnung, CEO & Founder
Fiorello Pharmaceuticals, Inc.
205 East 42nd Street, 15th Floor
New York, New York

RE: 900 Jefferson Road

Dear Mr. Hoffnung:

Please be advised that to the best of our knowledge, the above mentioned property is in compliance with the codes adopted by the Town of Henrietta and the State of New York.

The property is zoned Commercial B-1 which allows for office, office buildings and stores and shops for retail business. Other uses are described in Article VI Section 295-14 A. of the Town Code website at www.henrietta.org.

The intended use of the space therefore falls within the current permitted uses for this property and there is no need to apply for any variances or approvals from the Planning Board, Zoning Board or Town Board.

Currently there are no known notices of violation in regard to building code, fire code or property maintenance.

If you have any concerns or questions in regard to this matter please contact our office at 585-359-7065.

Sincerely,

Terry L. Ekwel
Director of Building and Fire Prevention

TLE:kmc

xc: File



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:	Fiorello Pharmaceuticals, Inc.
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	B, Dispensary
Building Construction Type and Classification:	Multi-level commercial office building
Facility Address:	726 Orwood Place, Syracuse, New York
Primary Contact Telephone number:	917-687-6106, Ari Hoffnung, CEO, Fiorelli Pharmaceuticals, Inc.
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:	
Applicant shall identify planning requirements, including but not limited to:	
<input type="checkbox"/>	TOWN BOARD APPROVAL
<input type="checkbox"/>	PLANNING BOARD APPROVAL (Site Plan Review)
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input checked="" type="checkbox"/>	BIDDING PHASE
<input checked="" type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input checked="" type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input checked="" type="checkbox"/>	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.

Refer to attached site plan.	<input type="checkbox"/> Entrance and Exits <input type="checkbox"/> Public Parking Spaces <input type="checkbox"/> Staff Parking Spaces <input type="checkbox"/> Accessible Parking Spaces <input type="checkbox"/> Accessible Route(s)	<input type="checkbox"/> Fire Lane and/or Fire Apparatus Road <input type="checkbox"/> Percentage of Green Space <input type="checkbox"/> Location of Emergency Power Systems <input type="checkbox"/> Loading & Unloading <input type="checkbox"/> Security Gates & Fences
------------------------------	--	---

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

	<p>Energy Source:</p> <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Solar <input type="checkbox"/> Other _____
	<p>Engineering Systems:</p> <input checked="" type="checkbox"/> Heating System: Type <u>Roof Top</u> , Size _____ Efficiency _____, Ventilation Requirements _____ <input checked="" type="checkbox"/> Cooling System: Type <u>Roof Top</u> , Size _____ Efficiency _____, Ventilation Requirements _____ <input checked="" type="checkbox"/> Ventilation & Humidification Systems: Not Applicable. Type _____, Size _____, Efficiency _____, Ventilation Requirements _____ <input checked="" type="checkbox"/> Electrical Distribution Available <u>Yes</u> <input checked="" type="checkbox"/> Water Supply: Municipal Water Service <u>Domestic</u> or Private Well Water _____ <input checked="" type="checkbox"/> Sewage: Municipal Sewer System <u>X</u> or Private Septic System _____ <input checked="" type="checkbox"/> Emergency Power System: Limited to UPS for surveillance system. Type _____, Size _____ Efficiency _____,



Appendix B – Architectural Program

Table with 2 columns: Compliance checkbox and Code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, etc.



Appendix B – Architectural Program

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

CODE COMPLIANCE REVIEW						
<p>Applicant shall provide all applicable information in regards to the code topic and section listed below.</p> <p>1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.</p> <p>2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted</p> <p>3. Provide your facilities "Actual" value for each required standard as per applicable code section.</p>						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	B Occupancy Dispensary	B Occupancy Dispensary



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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.	Not Applicable. No Combustible Storage in Building Plan.	Not Applicable.
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.	Not Applicable. No Hazardous Materials in Building Plan.	Not Applicable
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	Not Applicable.	Not Applicable.
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).	No increase to height or area proposed.	Lease Area = 2,183 SF
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Not Applicable.	Not Applicable.



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).		Not Applicable.
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).		Not Applicable.
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).		Not Applicable.
10	Construction Classification	602		Provide Construction Classification per each building included in Application.		Type II-B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.		No fire resistive rating requirements in Type II-B construction.



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).		Not Applicable.
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.		Not Applicable.
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.		Not Applicable.
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.		Not Applicable.
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.		Not Applicable.
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.		Not Applicable



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.	Not Applicable.	Not Applicable.
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.		Automatic Sprinkler
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Not Applicable.	Not Applicable.
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Not Applicable.	Not Applicable.
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)		Fire Alarm and Detection provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.		Not Applicable.
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.		Not Applicable.
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.	Min. Door Width = 36" Min. Door Height = 80" Swing in direction of egress with load > 50.	Min. Door Width = 36" Min. Door Height = 80" Swing in direction of egress with load > 50.
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.	Business: 1:100	Total Occupant Load: 2183/100=22 Occupants
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Stairways: .3"/occupant Other: .2"/occupant	Max. required egress width is 4.4" with 36" provided.
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Accessible spaces to have 1 accessible means of egress min. with 2 required where required per occupant load.	Accessibility mean of egress to be provided at existing building exits.



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.		Refer to Building Plan.
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.		Not Applicable. No interior stairs in tenant area.
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.		Not Applicable.
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.	Common Path of Travel Max @ 75'	Common Path of Travel 75' actual maximum.
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.	Two exits required from space with load > 49	One exit required for occupant load < 49. One exit provided.
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Not Required Occupant Load < 30	Not required. Occupant Load < 30



Appendix B – Architectural Program

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35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	Min. corridor width of 44". Can be reduced to 36" with load < 50	Min. corridor width @ 60"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	Dead end corridors not to exceed 20'.	Dead End @ 20' actual maximum.
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	Two exits min. per story for load < 500. Exits separated by 1/2 diagonal distance.	2 exits provided for story
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.		Not Applicable
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.		Not Applicable.
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.		Not Applicable.



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.		Not Applicable.
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		All exit discharges at grade.
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Accessible Entrance Accessible Route Accessible Toilet & Bathing	Accessible Entrance Accessible Route Accessible Toilet & Bathing
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).	2012IECC C401.2.1 as ammended by 2010 ECCNYS	Improvements to meet 2012IECC requirements for a change in occupancy.
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.		UPS Equipment provided for surveillane equipment.
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.		Not Applicable.



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).		Plumbing fixtures provided as common building amenities.
48	Available Street Water Pressure			Provide the available street or well water pressure.		Not Applicable.
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.		Not Applicable.

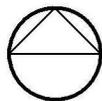
APPENDIX B
ARCHITECTURAL
PROGRAM

FIORIELLO PHARMACEUTICALS
726 ORWOOD PLACE - SYRACUSE, NY

DATE: JUNE 5, 2015
SCALE: 1" = 8'-0"
DISPENSARY
FLOOR PLAN



726 Orwood Pl



**FIORIELLO PHARMACEUTICALS
726 ORWOOD PLACE - SYRACUSE, NY**

DATE: JUNE 5, 2015
SCALE: 1" = 50'-0"
**DISPENSARY
SITE PLAN**

**APPENDIX B
ARCHITECTURAL
PROGRAM**



Town of Salina
Department of Planning & Development
201 School Road
Liverpool, NY 13088

George Keeler
Director Planning & Development

Phone 315-451-0492 Fax 315-457-4785
E-mail: codes@salina.ny.us

May 28, 2015

Mr. Ari Hoffnung CEO
Fiorello Pharmaceuticals, Inc.
205 East 42nd Street, 15th Floor
New York, NY 10017
(917) 687-6106
ari@fiorellopharm.com

Dear Mr. Hoffnung,

Thank you for your letter dated May 26, 2015, outlining Fiorello Pharmaceuticals Inc.'s ("Fiorello") plan for 724 Orwood Place (at the corner of Teall Avenue) in the Town of Salina, City of Syracuse, New York. This letter is being provided to you for inclusion in "Appendix B" of Fiorello's license application to the New York State Department of Health to become a Registered Organization under the State's Medical Marijuana Program.

As stated in your letter, Fiorello expects to sign a multi-year lease with 4Teal LLC, which will be conditioned upon Fiorello Pharmaceuticals being awarded a license by the New York State Department of Health. Upon licensure, Fiorello plans to utilize the space to dispense medical marijuana to certified patients with debilitating or life-threatening conditions such as: cancer, amyotrophic lateral sclerosis (ALS), and multiple sclerosis.

Fiorello also represents that the facility will be closed to the general public at all times and only State of New York licensed pharmacists will be able to dispense medicine to certified patients. You also informed us that your company would implement strong and effective security controls, in accordance with state regulations, to ensure that all medicine is stored in a way that minimizes the risk of theft or diversion.

It is our opinion, based on the representations made to date, that the intended use for 724 Orwood Place falls within the current permitted uses for O-2 zoned properties. Fiorello will need to apply for approval from our Planning Board for Site Plan Approval.

With that said, a building permit may be required for certain interior construction and renovations. Applications for a building permit shall be made in writing on a form provided by the Director of Planning and Development and shall indicate that such work will comply with the

Uniform Code and the Energy Code, and may be delivered to the Department or mailed to its office and must include:

- The signature of the owner of the property where the work is to be performed or an authorized agent of the owner;
- A description of the proposed work;
- The Tax Map number and the street address of the premises where the work is to be performed;
- The occupancy classification of any affected building or structure;
- Where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and
- At least three sets of construction documents (drawings and/or specifications) which:
 - (a) Define the scope of the proposed work;
 - (b) Are prepared by a New York State registered architect or licensed professional engineer where any work exceeds \$10,000, involves any work of a structural nature or involves any commercial or industrial work;
 - (c) Indicate with sufficient clarity and detail the nature and extent of the work proposed;
 - (d) The valuation of the work covered under the permit;
 - (e) Substantiate that the proposed work will comply with the Uniform Code and the Energy Code; and
 - (f) Where applicable, include a site plan that shows any existing and proposed buildings and structures on the site, the location of any existing or proposed septic system, the location of the intended work, and the distances between the buildings and structures and the lot lines

The Town of Salina is committed to working with Fiorello and issuing permits in an expedited matter. Simply put, we understand that the sooner Fiorello is able to begin using the facility to dispense medical marijuana, the sooner New Yorkers with qualifying medical conditions will gain access to medical marijuana to help alleviate their pain and suffering.

We look forward to Fiorello joining the Salina business community, creating good jobs, and contributing to local tax revenues. Needless to say, we stand ready to work closely with your Company to ensure that any required approvals and permits are furnished in an expedited matter.

Please feel free to contact me if I could be helpful in any way.

Sincerely,



George Keeler
Director of Planning and Development



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: Fiorello Pharmaceuticals, Inc.
Facility Type: Manufacturing Facility [] Dispensing Facility [x]
Use and Occupancy Classification: B, Dispensary
Building Construction Type and Classification: Multi-level commercial office building
Facility Address: 35 E. Sprain Road, Yonkers, New York 10710
Primary Contact Telephone number: 917-687-6106, Ari Hoffnung, CEO, Fiorelli Pharmaceuticals, Inc.
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 (Site Plan Review)
[] ZONING BOARD OF APPEALS APPROVAL
[x] PREPARATION OF CONSTRUCTION DOCUMENTS
[x] BUILDING PERMIT
[x] BIDDING PHASE
[x] CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
[x] COMMENCEMENT OF CONSTRUCTION
[x] COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

Table with 2 columns: Compliance checkbox and Code description. Includes codes like 2010 BUILDING CODE OF NYS, 2010 FIRE CODE OF NYS, etc.



Appendix B – Architectural Program

Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input checked="" type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
	Select Work Involved: Check all that apply.	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical

CODE COMPLIANCE REVIEW						
Applicant shall provide all applicable information in regards to the code topic and section listed below.						
1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.						
2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted						
3. Provide your facilities "Actual" value for each required standard as per applicable code section.						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	B Occupancy Dispensary	B Occupancy Dispensary



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	Not Applicable. No Combustible Storage in Building Plan.	Not Applicable.
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.	Not Applicable. No Hazardous Materials in Building Plan.	Not Applicable
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	Not Applicable.	Not Applicable.
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).		Lease Area = 2,598 SF
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Not Applicable.	Not Applicable.



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7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).		Not Applicable.
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).		Not Applicable.
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).		Not Applicable.
10	Construction Classification	602		Provide Construction Classification per each building included in Application.		Type II-B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.		No fire resistive rating requirements for Type II-B construction.



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).		Not Applicable.
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.		Not Applicable.
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.		Not Applicable.
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.		Not Applicable.
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.		Not Applicable.
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.		Not Applicable



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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.	Not Applicable.	Not Applicable.
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.		Automatic Sprinkler
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Not Applicable.	Not Applicable.
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Not Applicable.	Not Applicable.
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)		Fire alarm and detection system to be 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
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24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.		Not Applicable.
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.	Min. Door Width = 36" Min. Door Height = 80" Swing in direction of egress with load > 50.	Min. Door Width = 36" Min. Door Height = 80" Swing in direction of egress with load > 50.
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.	Business: 1:100	Total Occupant Load: 2598/100=26 Occupants
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Stairways: .3"/occupant Other: .2"/occupant	Max. required egress width is 5.2" with 36" provided.
28	Accessible Means of Egress	1007.1		Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Accessible spaces to have 1 accessible means of egress min. with 2 required where required per occupant load.	Accessibility mean of egress to be provided at existing building exits.



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.		Refer to Building Plan.
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.		Not Applicable. No interior stairs in tenant area.
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.		Not Applicable.
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.	Common Path of Travel Max @ 75'	Common Path of Travel 75' actual maximum.
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.	Two exits required from space with load > 49	One exit required for occupant load < 49. One exit provided.
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Not Required Occupant Load < 30	Not required. Occupant Load < 30



Appendix B – Architectural Program

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35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	Min. corridor width of 44". Can be reduced to 36" with load < 50	Min. corridor width @ 60"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	Dead end corridors not to exceed 20'.	Dead End @ 20' actual maximum.
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	Two exits min. per story for load < 500. Exits separated by 1/2 diagonal distance.	2 exits provided for story
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.		Not Applicable
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.		Not Applicable.
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.		Not Applicable.



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.		Not Applicable.
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		All exit discharges at grade.
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Accessible Entrance Accessible Route Accessible Toilet & Bathing	Accessible Entrance Accessible Route Accessible Toilet & Bathing
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).	2012IECC C401.2.1 as ammended by 2010 ECCNYS	Improvements to meet the 2012IECC requirements for a change in occupancy.
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.		UPS Equipment provided for surveillane equipment.
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.		Not Applicable.



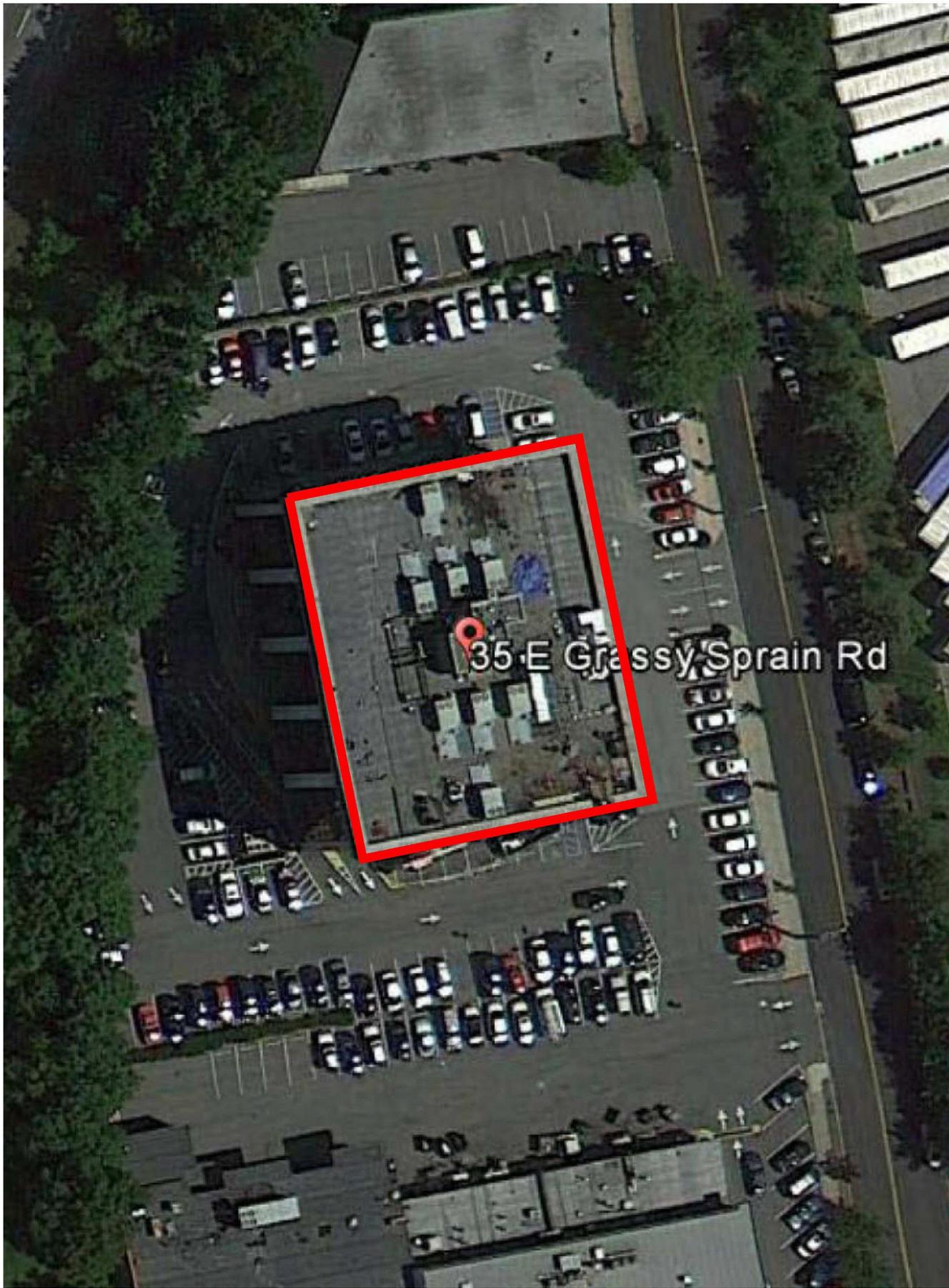
Appendix B – Architectural Program

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).		Plumbing fixtures provided as common building amenities.
48	Available Street Water Pressure			Provide the available street or well water pressure.		Not Applicable.
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.		Not Applicable.

APPENDIX B
ARCHITECTURAL
PROGRAM

FIORIELLO PHARMACEUTICALS
35 E. SPRAIN ROAD - YONKERS, NY

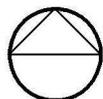
DATE: JUNE 5, 2015
SCALE: 1" = 8'-0"
DISPENSARY
FLOOR PLAN



APPENDIX B
ARCHITECTURAL
PROGRAM

FIORIELLO PHARMACEUTICALS
35 E. SPRAIN ROAD - YONKERS, NY

DATE: JUNE 5, 2015
SCALE: 1" = 50'-0"
DISPENSARY
SITE PLAN





OFFICE OF THE MAYOR
MIKE SPANO

June 2, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, New York 12237

Commissioner:

On behalf of the City of Yonkers, please accept this letter as my support of Fiorello Pharmaceuticals Inc.'s application to open and operate a medical marijuana dispensary in the City of Yonkers.

As Mayor I support Fiorello Pharmaceuticals Inc.'s proposed operation in Yonkers and believe it will advance Governor Cuomo's goal of implementing a comprehensive, safe and effective medical marijuana program that meets the needs of New Yorkers with serious health conditions, while simultaneously promoting new industry and job creation.

For the foregoing reasons I hereby support Fiorello Pharmaceuticals Inc.'s application and thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Mike Spano".

MIKE SPANO
Mayor

MIKE SPANO
MAYOR

WILSON KIMBALL
COMMISSIONER



87 NEPPERHAN AVENUE, SUITE 307
YONKERS, NY 10701

T (914) 377-6150
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DEPARTMENT OF PLANNING AND DEVELOPMENT
CITY OF YONKERS

VIA EMAIL - susan.yoss@fiorellopharm.com

May 28, 2015

Ms. Susan Yoss
CFO
Fiorello Pharmaceuticals, Inc.
205 East 42nd Street, 15th Floor
New York, NY 10017

Dear Ms. Yoss,

Thank you for your letter dated May 28, 2015, outlining Fiorello Pharmaceuticals Inc.'s ("Fiorello") plan for office space in the Hudson Valley Bank Building located at 35 E Grassy Sprain Road Yonkers, NY 10710. This letter is being provided to you for inclusion in "Appendix B" of Fiorello's license application to the New York State Department of Health to become as Registered Organization under the State's Medical Marijuana Program.

As stated in your letter, Fiorello expects to sign a multi-year lease with Royal Realty, a family-owned and operated Real Estate Management company located in Yonkers, which will be conditioned upon Fiorello Pharmaceuticals being awarded a license by the New York State Department of Health. Upon licensure, Fiorello plans to utilize the space to dispense medical marijuana to certified patients with debilitating or life-threatening conditions such as: cancer, amyotrophic lateral sclerosis (ALS), and multiple sclerosis.

Fiorello also represents that the office will be closed to the general public at all times and only State of New York licensed pharmacists will be able to dispense medicine to certified patients. You also informed us that your company would implement strong and effective security controls, in accordance with state regulations, to ensure that all medicine is stored in a way that minimizes the risk of theft or diversion.

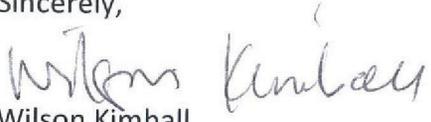
A building permit will be required for certain interior construction and renovations. Before commencement of any construction, alteration, repair, installation, work or activity which requires issuance of a building permit pursuant to the New York Uniform Code, the owner or lessee or agent of either or the architect, engineer or builder employed by such owner or lessee shall apply to the Department for a building permit.

The City of Yonkers is committed to working with Fiorello and issuing permits in an expedited matter. Simply put, we understand that the sooner Fiorello is able to begin using the office to dispense medical marijuana, the sooner New Yorkers with qualifying medical conditions will gain access to medical marijuana to help alleviate their pain and suffering.

We look forward to Fiorello joining the Yonkers business community, creating good jobs, and contributing to local tax revenues. Needless to say, we stand ready to work closely with your Company to ensure that any required approvals and permits are furnished in an expedited matter.

Please feel free to contact me if I could be helpful in any way.

Sincerely,


Wilson Kimball