

NEW YORK **MEDICAL GROWERS, LLC**

**Application for Registration
As a Registered Organization**

To

**The New York State Department of Health
Medical Marijuana Program**

Volume 1 of 3 Volumes

Submitted: June 5, 2015

NEW YORK **MEDICAL GROWERS, LLC**

**2926 Avenue L
Brooklyn, NY 11210**

June 4, 2015

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

Re: Application for N.Y.S. Medical Marijuana Program Registration

Dear Commissioner Zucker:

Enclosed please find New York Medical Growers, LLC's application to become a Registered Organization under New York's Medical Marijuana Program together with the required fees and copies.

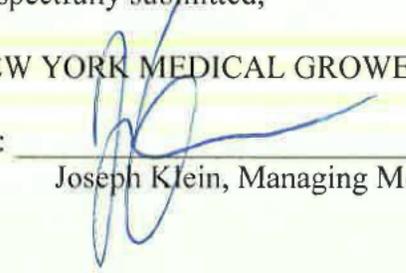
New York Medical Growers, LLC consists of a highly sophisticated team of professionals possessing the necessary skills and financial strength to operate one of the five registrations being issued by New York State. The team includes medical doctors, nurses, pharmacists, agricultural experts, marijuana industry experts, attorneys, accountants, DOH license holders, business people, and a security expert, all of whom together will provide high quality medical marijuana in sufficient amounts for New York residents.

I am attaching a document that summarizes the strengths and many unique aspects of New York Medical Growers application. Moreover, I am also attaching our Executive Summary that briefly describes our team and goals.

Thank you for your consideration.

Respectfully submitted,

NEW YORK MEDICAL GROWERS, LLC

By: 
Joseph Klein, Managing Member

New York Medical Growers, LLC

Application Highlights

- **Manufacturing facility affiliated with the State University of New York at Cobleskill (SUNY Cobleskill), New York's premiere agriculture school.**
 - Gives NYMG access to the best and bright individuals in New York's agricultural industry.
 - Enables NYMG to partner with the SUNY system and conduct research projects to develop revolutionary cutting-edge cannabinoid therapy programs providing relief to patients in New York at an unprecedented level.
 - The details of this proposed partnership are described in more detail below and in Section 1: Manufacturing of NYMG's Operating Plan located in Attachment D.
- **START-UP New York program eligible with SUNY Cobleskill, attracting best employees and enabling collaboration with the entire SUNY system for research, education and training purposes.**
 - This proposal is described in greater detail below and in Section 1: Manufacturing of NYMG's Operating Plan located in Attachment D.
- **Advanced Research Plans with SUNY Schools**
 - As explained in the Executive Summary, NYMG has worked closely with SUNY Cobleskill to allow a broad spectrum of future possible research opportunities at NYMG's manufacturing facility in Cobleskill, NY. NYMG goal is to work closely with SUNY Cobleskill and other SUNY schools of Medicine and Pharmacy at its facility to continue research the benefits and uses of medical marijuana.
- **Kosher Certified Medical Marijuana Products: All medical marijuana products will be certified Kosher by the Orthodox Union (OU).**
 - This certification will allow NYMG to comply with the requirement of The Compassionate Care Act (CCA) in serving all patients in New York and will enable patients to seek the relief provided by medical marijuana products and cannabinoid therapies without compromising religious beliefs.
 - OU Kosher Certification is described in more detail below and in Section 1: Manufacturing of NYMG's Operating Plan located in Attachment D.
 - Proposed dispensaries include two in areas to cover the special needs of those needing kosher certification and holocaust survivors, the Queens and Nyack locations.

- **Dispensaries will include a program to focus on providing services to Holocaust survivors**
 - Two of the four proposed dispensaries are located in areas with the highest concentration of Holocaust Survivors. Together with the Kosher certification and close proximity of the dispensaries, NYMG plans to service this special needs group, in addition to the general population.

- **Manufacturing facility to be located in the center of the State, allowing quick access to Dispensing Facilities.**
 - Due to its centralized location, NYMG's Manufacturing Facility will be able to service its geographically dispersed Dispensing Facilities quickly and efficiently. This will enable NYMG to serve all patients in New York and not limit access to the company's cutting-edge cannabinoid therapies. The Facility locations are described in further detail in Attachment A as well as Section 1: Manufacturing and Section 3: Dispensing and Sale of NYMG's Operating Plan located in Attachment D. The full Architectural plans for the Facilities are located in Appendix B.
 - Provides upstate jobs.
 - NYMG will bring jobs to Cobleskill, Albany and Buffalo areas where job creation and economic growth are desperately needed.

- **State-of-the art growing facility, using advanced technology from Israel.**
 - NYMG is partnering with Envirotech Greenhouse Solutions and their Agam Dehumidification from Israel, creating a partnership with EGS and Agam brings this Israeli technology to New York.
 - This relationship is described in more detail below and in Section 1: Manufacturing of NYMG's Operating Plan located in Attachment D. The detailed specifications of the Agam System can be found in Attachment B: Equipment.

- **Expandable facility to allow for future expansion.**
 - Leased facility from SUNY Cobleskill Auxiliary Services (CAS).
 - CAS has committed up to twelve (12) acres for this project, enabling NYMG to expand its Manufacturing Facility to meet the needs of the expanding patient population. The Facility is being designed with expansion in mind.

- **Team of experts and consultants include pharmaceutical security expert, greenhouse construction, facility design and cultivation experts, cannabinoid extraction expert, DOH license holders, marijuana and health care attorneys, medical doctors, and pharmacists with extensive retail pharmacy experience.**
 - NYMG has compiled a team of experts in order to assure compliance with the CCA and the production of the highest quality medical marijuana products in order to alleviate the pain and suffering of patients through cannabinoid therapy.

- The team includes: Mark Benoit, Mali Bobker, PharmD., Dr. Rochelle Braun, MD, Raoul Diamantstein, R.P.H., Ronald Edelstein, R.P.H., Dr. Jason Evans Ph.D., Milan Jackson, P.E., Lisa Kuprian, RN, Joseph Klein, Esq., CPA, Daniel Kosmal, Esq., CPA, Joel Landau, Brett Miller, Richard Niklaus, Marvin Rubin, Solomon Rubin, Dr. Nadia Sabeh, and Charles Sanford Smith, Esq.
 - Primary investors and owners have operated health care facilities for 22 years and have excellent operating records and a history of meeting or exceeding all of the stated regulatory and compliance standards. See Reference letters.
 - Most of management already vetted by New York State licensing agencies, including some with other DOH licensees.
 - Bios and qualifications for each team member are included below as well as in the Executive Summary Section of the Operating Plan in Attachment D and the Staffing Plan in Attachment J.
- **Extensive Operating Plan allows quickly providing product once approved.**
 - NYMG is prepared to have medical marijuana products available to patients by January as required by DOH Regulations.
 - NYMG has surveyed the best practices in the marijuana cultivation, processing and distribution industries and crafted an operating plan that hones these best practices to the requirements of the CCA and DOH regulations.
 - The details of NYMG's Operating Plan are located in Attachment D.
- **Renewable Energy by Using SUNY's Gasifier**
 - NYMG plans to contract with SUNY Cobleskill to use its patented technology in a gasifier, which will allow using the waste from NYMG's facility to renewable energy, making it a more green operation.

New York Medical Growers, LLC

Executive Summary

New York Medical Growers, LLC (“NYMG”) is a limited liability company established under New York State Law for the purpose of operating a Registered Organization as authorized by New York’s Compassionate Care Act (“CCA”), Section 3369-a of the Public Health Law (NY PHL §3369 et.al) and in compliance with Part 1004 of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York promulgated by New York State Department of Health (“DOH”). (10 NYCRR §1004 et. al).

NYMG’s team includes: Jason Evans, Ph.D., an agricultural expert, Mark Benoit, a greenhouse cultivation expert Daniel Kosmal, Esq., an expert in the extraction of cannabinoids and production of therapeutic medical marijuana products, Charles Sanford Smith, Esq., a New York Attorney and cannabis industry consultant with experience in application and licensing compliance in medical marijuana marketplaces in Nevada and Colorado, Lisa Kuprian, RN, a Registered Nurse who has worked with a chronically ill population for 25 years and is well versed in best practices for clinical trials, Joseph Klein, Esq., CPA, a New York Attorney with experience in New Jersey’s regulated medical marijuana marketplace and New York’s regulated Health Care industry, Dr. Rochelle Braun, MD, a respected New York pediatrician, Richard P. Nikolaus, Security / EHS, DEA Compliance Manager, a security consultant with extensive experience in pharmaceutical compliance and security, and Joel Landau, Liebel Rubin, Marvin Rubin, Solomon Rubin, leaders in New York’s regulated Health Care Industry. NYMG has already identified and secured some key employees to be hired after the issuance of a Registration including, Dr. Evans, Mark Benoit, Daniel Kosmal, as well as Pharmacists to supervise each of the Dispensing Facilities.

NYMG will combine the use of state-of-the-art manufacturing technologies, extensive knowledge of and experience with medical marijuana seed-to-sale cultivation and best

practices with a unique familiarity with New York's regulated Health Care industry. NYMG will manufacture approved OU certified kosher medical marijuana products with consistent cannabinoid profiles as authorized by the CCA at a state-of-the-art Manufacturing Facility on land leased from SUNY Cobleskill Auxiliary Services ("CAS") in the Village of Cobleskill. The Manufacturing Facility will be able to produce sufficient quantities of medical marijuana necessary to meet the needs of certified patients with the ability to expand should patient need dictate greater production needs. NYMG will distribute these products at geographically dispersed Dispensing Facilities maximizing access to medical marijuana products to patients in need of relief regardless of location. NYMG has secured option contracts to lease Dispensing Facilities in Albany, Buffalo, Nyack and Queens.

NYMG's mission is to produce the safest, most consistent, effective, laboratory tested; OU certified kosher medical marijuana products in New York's regulated marketplace. NYMG will produce five brands each with consistent cannabinoid profiles of THC: CBD in four different forms so that patients will have access to multiple forms of cannabinoid therapy depending upon the individual practitioner recommendation.

NYMG is dedicated to upholding the principles of the CCA in striking the right balance between relieving the pain and suffering of those in desperate of need treatment and protecting the public against risks to its health and safety. NYMG will implement policies and procedures to maintain effective control against diversion of marijuana or medical marijuana products. NYMG's Manufacturing and Dispensing Facilities will operate in strict compliance with internal controls, industry best practices, New York State laws and DOH Regulations.

Partnership with The State University of New York (SUNY) College of Agriculture and Technology at Cobleskill

NYMG anticipates entering into a strategic partnership with The State University of New York College of Agriculture and Technology at Cobleskill (“SUNY Cobleskill”) to facilitate the construction and operation of its state-of-the-art Manufacturing Facility. This partnership will give NYMG access to SUNY Cobleskill’s wealth of knowledge and talent in the fields of agriculture and technology. NYMG plans to hire the majority of its staff from within the local community. This partnership will also enable SUNY Cobleskill to prepare their students for careers in the growing field of marijuana cultivation and manufacturing and solidify the University’s Curriculum in these areas helping to maintain its reputation as the premier Agricultural Higher Education Institution in the state. NYMG hopes this partnership will help foster an environment in which SUNY Cobleskill can live up to its mission of preparing students for successful careers, advanced studies and engaged citizenship with an emphasis on experiential education.

START-UP NY

If issued a registration, NYMG intends to apply for consideration under the START-UP NY program. NYMG’s site has previously been qualified under the START-UP NY Program by Cobleskill Auxiliary Services and NYMG is confident in the ability to receive approval under START-UP NY, and has already begun conversations regarding program participation with appropriate SUNY officials. NYMG is excited to participate in this innovative program and help bring a new and exciting industry to New York State as well as create a strong partnership with SUNY Cobleskill. Under START-UP NY, certain employees’ earnings will be not subject to state and local tax. As a result, NYMG feels it will be able to secure the most qualified individuals to work at its Facility due to this added fringe benefit.

Orthodox Union Kosher Certification

NYMG has entered into an agreement to have the Cobleskill Manufacturing Facility certified as OU Kosher by the Orthodox Union (OU). NYMG believes that the OU is best suited to provide this certification. The OU Kosher is the world's largest and most widely recognized kosher certification agency, certifying close to one million (1,000,000) products produced in over eight thousand (8,000) plants located in ninety-two (92) countries around the world. The OU's six hundred (600) Rabbinic Field Representatives located across North America and throughout the world – from Europe to Australia, from China to South Africa—are proficient in modern food production techniques and chemical and biological processes, as well as the intricacies of Jewish law.

The certification will help NYMG ensure that cannabinoid therapy is available to all New Yorkers regardless of religious affiliations or beliefs. Patients will not feel as if they have to compromise religious beliefs in order to alleviate pain and suffering. NYMG is committed to meeting the needs of all patients and believes that OU Kosher Certification is an important step to that end.

Cobleskill Manufacturing Facility

NYMG's Manufacturing Facility will be located in Cobleskill, New York in Schoharie County in Central New York. NYMG believes that by locating in Central New York, the Company will be best be able to serve patients at its geographically dispersed Dispensing Facilities. The Facility will be constructed on farmland at Mineral Springs leased from Cobleskill Auxiliary Services Inc. (CAS) in close proximity to SUNY Cobleskill, the premier agricultural institution in New York State. As mentioned above, if a Registration is approved, NYMG will seek to have the site approved under New York's Startup NY Program. The initial plan calls for the construction of a forty-nine thousand five hundred and ninety-three (49,593) sq. ft., facility, but the site offers the ability to expand the

footprint on the twelve (12) acres available to NYMG. The site has access to all necessary utilities including: gas, electric and municipal water and sewer. Detailed construction plans and architectural plans for the Facility can be found in Appendix B.

Partnership with Envirotech Greenhouse Solutions/Agam VLHC System from Israel

Envirotech Greenhouse Solutions will construct the state-of-the-art greenhouse Cultivation and Manufacturing Facility. Envirotech is a leader in the greenhouse construction field and has designed and built a variety of systems for the cultivation of marijuana and other crops. Envirotech is the exclusive United States distributor of the Agam Heating and Dehumidification System. The system was developed in Israel and is a unique and revolutionary dehumidifying, filtering, and heating system for greenhouses. NYMG is excited about using this revolutionary technology and the partnership with Envirotech/Agam as it brings to New York State technology developed in Israel, a world pioneer in medical marijuana. The Facility will be fully automated in order to maintain optimal marijuana cultivation conditions regardless of exterior weather conditions. Such control will enable NYMG to produce the highest quality and most consistent source material to process into approved medical marijuana products.

Key Team Members

NYMG has assembled a strong team with varied experience to facilitate the manufacturing of approved medical marijuana products for patients to use in cannabinoid therapy. The team includes: Mark Benoit, Mali Bobker, PharmD., Dr. Rochelle Braun, MD, Raoul Diamantstein, R.P.H., Ronald Edelstein, R.P.H., Dr. Jason Evans Ph.D., Milan Jackson, P.E., Joseph Klein, Esq., CPA, Daniel Kosmal, Esq., CPA, Lisa Kuprian, RN, Joel Landau, Brett Miller, Richard Niklaus, Marvin Rubin, Solomon Rubin, Dr. Nadia Sabeh, and Charles Sanford Smith, Esq.

Rochelle Braun, MD, Member

Dr. Rochelle Braun is pediatrician serving the [REDACTED] area. Dr. Braun received her medical degree from SUNY Downstate in 1989. Prior to attending medical school, she received both a Bachelor of Arts and Masters in Nutrition from New York University. Dr. Braun has dedicated her life and professional career to improving the health and nutrition of New Yorkers and is excited to help bring cannabinoid therapy to patients suffering. She helps to develop and monitor NYMG's operations plan, drawing on her experience in medicine and familiarity with the endocannabinoid system to help NYMG develop state-of-the-art cannabinoid therapies and treatments. Dr. Braun is a practicing pediatrician having been certified by the New York State Boards in Pediatrics three times most recently in 2012. She earned a Bachelor of Arts from NYU in Nutrition Cum Laude and a Masters in Nutrition from NYU Magna Cum Laude. She received her medical degree from SUNY Downstate in Brooklyn and completed her residency in Pediatrics at Long Island Jewish Schneider's Children's Hospital.

Dr. Jason Evans, Ph.D., Advisor

Dr. Evans is an Assistant Professor of Agricultural Business Management at the State University of New York's College of Agriculture and Technology at Cobleskill (SUNY Cobleskill). Dr. Evans received his Ph.D. in Natural Resource Economics from West Virginia University (WVU) in 2007, M.S. in Agricultural Economics from WVU in 2003 and B.A. in Economics from the University of Virginia in 2002. He has authored several academic journal articles and a book, all largely focused on the economics of pasture-based livestock production systems. Dr. Evans currently teaches a wide array of Agribusiness management courses including GAP programming and management

Joseph Klein, Esq., CPA, Member and Chief Executive Officer

Joseph Klein is a [REDACTED] [REDACTED] and is a New York Attorney and Certified Public Accountant. [REDACTED]
[REDACTED]

[REDACTED] [REDACTED]
[REDACTED] Mr. Klein has also advised and guided several medical marijuana businesses in other states. Mr. Klein is an active member of the New York State Bar Association, and has written articles and lectures in areas focusing on his practice. He is also an active Board member of various non-profit organizations.

Lisa Kuprian, RN, Advisor

Lisa Kuprian is a Registered Professional Nurse who has worked with a chronically ill population for 25 years. [REDACTED]
[REDACTED] a [REDACTED]
[REDACTED]. Lisa has sat on NIH advisory panels and worked on clinical trials to develop recommendations for the best clinical practices in treating patient's with heart failure. Lisa also sits on the advisory board for New York Cannabis Alliance. Lisa has been a patient advocate throughout her career and volunteers her time working on patient centered legislation in New York State and on the Federal Level. Lisa is also an advocate for harm reduction and drug policy reform.

Liebel Rubin, Member

Liebel Rubin has been in health care management and administration since 1982, when he first worked as a comptroller. In 1986, he became a receiver of a skilled nursing home facility, and of several facilities thereafter. He has helped to turn those facilities around both from a financial and care perspective. He is a licensed Nursing Administrator by New York State Department of Health since 1985. [REDACTED]
[REDACTED]
[REDACTED]. Liebel has made service to the special needs population his specialty, focusing on Traumatic Brain Injury, Neuropsychiatric and the younger population. In addition, Mr. Rubin is an [REDACTED] at [REDACTED]

■ He has an excellent reputation within the health care community and the community at large. He has a wealth of experience in dealing with patient populations, many of which are similar to the potential patient population for medical marijuana products.

Richard P. Nikolaus, Security / EHS, DEA Compliance Manager, Security Consultant

Richard P. Nikolaus has worked as a professional in Security and Safety for over 25 years, including leadership positions in both the public and private sectors.

He is certified as a security guard instructor and maintains a New York State Department of Criminal Justice registered security guard training school. He has been certified by NYSDCJS in Pharmaceutical Diversion Training and he is a graduate of the BMPTC program from Montgomery County Community College. He possesses an operational excellence Six Sigma Blue Belt certification. He was also a former training coordinator for the Schoharie County Sheriff's Department.

Originally beginning his career in the United States military, his first professional position was at Fort Bliss, Texas where he was influenced by training, security and professionalism. His career then took him to Law Enforcement where he spent ten years with Schoharie County Sheriff's Office. During his tenure he was instrumental in developing officer training, protocols, and department procedures and was part of the new correctional facility design start up team. While collaborating with vendors he was responsible for CCTV placement, access control capabilities and design and finally occupancy of the new correctional facility. Richard then transitioned to the private sector providing Security design operation and maintenance of a 2.5 billion dollar annual, 400,000 sq. ft. narcotic manufacturing facility for a biopharmaceutical company. He is responsible for emergency response, federally regulated compliance and security protocols for the FDA, DEA, as well as state regulatory bodies.

In his role, Richard approaches his work with both a spirit of teaching and as a procedural tactician. He successfully applies his security expertise, experience and technology acumen to lead the company's initiatives and training programs for regulatory compliance, security, safety and transportation of controlled substances. Thus ensuring regulatory compliance and protecting the companies licensing to manufacturer, package, distribute, import and export controlled substances.

Joel Landau, Member

Joel Landau is an entrepreneur and visionary who seek to improve the healthcare delivery system. He is a highly energetic and dynamic business leader with a proven record of success in creating companies that improve health care delivery and insurance processes for health plans, their members, and medical providers that service the community. He is committed to leveraging well-grounded healthcare operations experience and industry knowledge to develop solutions that lead to improved healthcare quality and access to care. Joel offers a combination of management expertise and dedication to excellence. He has founded several New York-based companies, all of which have been distinguished by rapid increases in revenue, outstanding management expertise, and responsiveness to industry and community needs. In addition to maintaining strong corporate and community-based relationships, Joel serves on the following Boards and Committees: Medicaid Managed Care Advisory Review Panel (MCCARP), Advisor to NYS DOH Preventative Health and Health Services block Grant, Advisor to NYS DOH Task Force on Long Term Care Financing.

Marvin Rubin, Member

Marvin Rubin has held a variety of executive positions in the financial and systems areas of nursing facilities since beginning his health care industry career in 1996. In 2004 he accepted a position as the [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]) in 2009. Mr. Rubin has also

successfully led negotiations for the purchases of Ruby Weston Manor and the Kesser Nursing & Rehabilitation Center. In addition, he has been instrumental in implementing improvements in Hamilton Park, Ruby Weston, and Kesser that have met with widespread approval from patients, staff and the community at large. Active in work with local charities, Mr. Rubin has been personally involved with coordinating [REDACTED] relief efforts to assist victims of Hurricanes Irene and Sandy.

Solomon Rubin, Member

Solomon Rubin entered the long-term care industry in 1997 and has assumed increasingly progressive responsibilities for both the financial management and facility operations of several skill-nursing facilities. In his role as [REDACTED] [REDACTED] [REDACTED] he has honed and cultivated expertise in promoting efficient, compliant highly successful operations. Mr. Rubin also has extensive experience in EMR implementation in both the financial and medical aspects, leading successful implementation in numerous homes, thus increasing efficiency, compliance and leading to a totally paperless environment. Mr. Rubin also served as financial consultant to multiple nursing facilities, on issues including implementation, financial reporting programs, group purchasing practices, inventory control procedures and procedures, as well as adoption and implementation of electronic medical records. In addition to [REDACTED] he is [REDACTED] [REDACTED] [REDACTED]

Charles Sanford Smith, Esq. Application Consultant and Advisor

Charles Smith is a New York attorney and cannabis industry consultant. His law practice focuses on cannabis and criminal defense as well as drug policy and criminal justice reform. Charles serves as an advisor to companies throughout the country. He has assisted and advised companies in all aspects of the cannabis industry on issues including: licensing/compliance, intellectual property and nationwide expansion. He recently worked with a company that was awarded five licenses by the state of Nevada to cultivate, process and distribute cannabis. Charles is intimately familiar with the CCA

and DOH Regulations as well as marijuana laws and regulations throughout the United States. Charles testified on behalf of the New York City Bar Association before the New York State Assembly Health Committee at its hearing regarding medical marijuana in December 2013. Charles has attended cannabis and drug policy conferences throughout the country and is a frequent lecturer at the Cannabis Career Institute. He is an advisory Board Member of the New York Cannabis Alliance, a member of the New York City Bar Association Committee on Drugs and the Law, Students for Sensible Drug Policy, the Drug Policy Alliance and a lifetime member of the NORML legal committee.

Co-Generation and Gasifier

A member of the U.S. Green Building Council, SUNY Cobleskill has been recognized among the Princeton Review's 286 Greenest Colleges. SUNY is also a member of the U.S. Green Building Council, a non-profit organization dedicated to sustainable building design and construction. The partnership with SUNY will give NYMG access to a gasifier as means of disposing of the biomass created at the Facility in a responsible fashion. Gasification is a process that converts organic or fossil fuel based carbonaceous materials into carbon monoxide, hydrogen and carbon dioxide. The resulting gas mixture is itself a fuel. The power derived from gasification and combustion of the resultant gas will be used as a source of renewable energy. NYMG will follow all DOH regulations regarding the destruction of marijuana related waste. NYMG estimates that the facility will generate 1-1.5 tons of biomass per year. Through this partnership, NYMG anticipates that the Cobleskill facility will not only benefit patients throughout New York, but also help our partners at SUNY Cobleskill transition to a campus powered by renewable energy. NYMG is optimistic that, in the future, its expanded Facility has the potential to be powered through co-generation technology.

Research Plan

SUNY Cobleskill would serve as a conduit for NYMG to access the SUNY system. NYMG hopes to work with not only with the talented individuals in the fields of

agriculture and biotechnology at Cobleskill, but also with members of the SUNY School of Pharmacy and Pharmaceutical Services and scientists and researchers throughout the SUNY system. Research would focus on revolutionary cutting edge cannabinoid therapies. NYMG hopes to partner with scientists and pharmacists in order to support research and continue to develop more effective standardized cannabinoid therapy methodologies to provide relief to patients. NYMG hopes to work with doctors and scientists at institutions such as SUNY Upstate Medical University and build upon the cannabinoid and cancer research already underway. NYMG hopes to develop safer, more standardized delivery methods and therapy in order to provide the most effective treatment protocols and relief to patients.

NYMG hopes to collaborate with its potential partners at SUNY, to conduct three research studies: an analysis of cannabinoid therapy in pain management, an analysis of the efficacy of cannabinoid therapy for treating the qualifying conditions authorized by the CCA and a study of medical marijuana products and the risks and potential for abuse and addiction. While there is a great deal of anecdotal evidence regarding the efficacy of cannabinoid therapy, there is very little empirical scientific research and data on the subject. NYMG hopes that these studies will help to explore the efficacy of cannabinoid therapy, such that physicians can improve treatment using empirical methodologies, rather than relying solely on the anecdotal evidence of patients.

Methodology

NYMG will work with patients at its Dispensing Facilities to conduct the studies. The sampling will initially be random, but NYMG hopes to continually hone the survey methods in to order to gather representative samples of the patient population. NYMG's goal is for practitioners to be able to use the data gathered in these controlled studies to understand and improve the efficacy of cannabinoid therapy and its ability to alleviate the pain and suffering of patients, while also minimizing any negative side effects.

Study #1: The Efficacy of Cannabinoid Therapy for Pain Management

Study #1 will focus on cannabinoid therapy for the purpose pain management. NYMG will examine the efficacy of particular brands and forms of cannabinoid therapy with respect to pain management as a symptom related to the qualifying conditions ((i) cancer; (ii) positive status for human immunodeficiency virus or acquired immune deficiency syndrome, provided that the practitioner has obtained from the patient consent for disclosure of this information that meets the requirements set forth in sections twenty-seven hundred eighty and twenty-seven hundred eighty-two of the public health law; (iii) amyotrophic lateral sclerosis; (iv) Parkinson's disease; (v) multiple sclerosis; (vi) damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity; (vii) epilepsy; (viii) inflammatory bowel disease; (ix) neuropathies, (x) Huntington's disease) of the CCA. The goal of this study will be to enable physicians to improve palliative care for the terminally ill and pain management for those who suffer from severe or chronic pain resulting in substantial limitation of function due to one of the qualifying conditions.

Study #2: The Efficacy of Cannabinoid Therapy for the CCA's Qualifying Conditions

Study #2 will focus on the efficacy of cannabinoid therapy in treating the following symptoms: Cachexia or wasting syndrome, severe or chronic pain resulting in substantial limitation of function, severe nausea, seizures, severe or persistent muscle spasms resulting from the qualifying conditions ((i) cancer; (ii) positive status for human immunodeficiency virus or acquired immune deficiency syndrome, provided that the practitioner has obtained from the patient consent for disclosure of this information that meets the requirements set forth in sections twenty-seven hundred eighty and twenty-seven hundred eighty-two of the public health law; (iii) amyotrophic lateral sclerosis; (iv) Parkinson's disease; (v) multiple sclerosis; (vi) damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity; (vii) epilepsy; (viii) inflammatory bowel disease; (ix) neuropathies, (x) Huntington's disease) specified in the

CCA. The study will seek to discover the efficacy of medical marijuana products in various brands and forms in alleviating the symptoms of qualifying conditions. The study will compare the efficacy of cannabinoid therapy to other available treatment options previously used by patients.

Study #3: Medical Marijuana Products and The Potential for Abuse and Addiction

Cannabinoid therapy is often used as an alternative to treatment with opiates, which can lead to abuse and addiction in higher rates than other forms of treatment. Study #3 will focus on any substance abuse issues that may evolve from the use of cannabinoid therapy. This study will attempt to analyze what, if any, substance abuse and addiction occurs from using medical marijuana products and what types of patients are most likely to abuse or become addicted to medical marijuana products as well as strategies for avoiding such outcomes. The study will help to assist both physicians and pharmacists in being aware of the signs of potential signs of abuse in medical marijuana products.

NYMG is seeking to explore and improve the science behind cannabinoid therapy in its commitment to improve safe access to cannabinoid therapy for the patients of New York. The Company plans to work closely with DOH in order to guarantee that the program is a success. NYMG hopes that the DOH will look to them to lead the way in cannabinoid therapy research, standardized treatment protocols and innovative delivery systems in order to advance the current science of cannabinoid therapy and make New York State a leader in the field. Through its potential partnership with SUNY, NYMG will have access to scientists, doctors and pharmacists with the skills and expertise necessary in order to take medical marijuana from its existing therapeutic state to a truly medicinal product. As this research progresses, NYMG will also partner with advocacy organizations in order to advance educational opportunities for both patients and the general public to learn more about this cutting-edge cannabinoid therapy. We are just beginning to uncover the secrets of the cannabis plant, and NYMG hopes to help lead the way in discovering the plants truly medicinal properties by investing in research and technology in order to bring these revolutionary products to the patients of New York State.

NEW YORK **MEDICAL GROWERS, LLC**

Application for Registration

As a Registered Organization

To

The New York State Department of Health

Medical Marijuana Program

Volume 3 of 3 Volumes

- **Reference Letters**
- **Appendix A**
- **Appendix B**

Submitted: June 5, 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: NEW YORK MEDICAL GROWERS LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: JOSEPH KLEIN 3. Title: ACTING CEO, CO-OWNER
4. Briefly describe the role of this person or entity in the proposed registered organization:
Acting CEO.
Will have senior management and administrative role, including Chief Legal and Compliance Officer.
Co-owner.
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:

15. Formal Education

Dates Attended

Degree

Institution

Address

From

To

Degree Received

Date Received

Brooklyn College

2900 Bedford Avenue
Brooklyn, New York

1994

1997

B.S. Accounting

Sept. 1997

Brooklyn Law School

250 Joralemon Street
Brooklyn, New York

2001

2004

J.D.

June 2004



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

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 Type of Business, Street Address, City/State/Zip, Starting/Ending Dates of Employment, Name of Supervisor, Position/Responsibilities, Reason For Departure, and a section for other businesses (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 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: [Handwritten Signature]

Date: 5/27/15

Notary Name: Michael Korsinsky

Notary Registration Number: [Handwritten]

Notary (Notary Must Affix Stamp or Seal)

Date: 5/27/15

MICHAEL KORSINSKY
Notary Public, State of New York
No. 02KO6083966
Qualified in Kings County
Commission Expires Nov. 25, 2018

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: KLEIN, JOSEPH.

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

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: KLEIN, JOSEPH.

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



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

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

1. Business Name: New York Medical Growers, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Liebel Rubin 3. Title: Member
4. Briefly describe the role of this person or entity in the proposed registered organization:
having an ownership in the company.
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 contact information (Phone, Fax, Email, Residence Address, City, State, ZIP Code) and a table for Formal Education with columns for Institution, Address, Dates Attended, and Degree.



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: Nursing Home Administrator, #03640, New York State Department of Health, 1985.

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

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? [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



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: 05/21/2015
Notary Name: Deborah A. Kellner Notary Registration Number: #4809140
Notary (Notary Must Affix Stamp or Seal) Date: 05/21/2015
DEBORAH A. KELLNER
Notary Public, State of New York
#4809140 Nassau County
Term Expires Dec. 31st 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: New York Medical Growers, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Solomon Rubin 3. Title: Member
4. Briefly describe the role of this person or entity in the proposed registered organization:
having an ownership and on 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 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. The table contains one row of redacted data and four empty 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 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

Form with multiple sections for business information, supervisor details, and other businesses. Includes 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.

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: 05/20/2015

Notary Name: Michael Korsinsky Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal) [Handwritten Signature] Date:

MICHAEL KORSINSKY
Notary Public, State of New York
No. 02K06083966
Qualified in Kings County
Commission Expires Nov. 25, 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: This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Rochelle Braun, M.D. 3. Title:
4. Briefly describe the role of this person or entity in the proposed registered organization: Equity Member and Director. Role is to develop and monitor business plan to efficiently dispense these much needed medications to patients.
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:			
10. Email: [REDACTED]					
11. Residence Address: [REDACTED]					
12. City: [REDACTED]		13. State: [REDACTED]		14. ZIP Code: [REDACTED]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Brooklyn College	2900 Bedford Avenue Brooklyn, NY 11210	1973	1977	BA in Nutrition Graduated Cum Laude	1977
New York University	50 West 4th Street New York, NY 10003	1977	1979	Masters in Nutrition Graduated Magna Cum Laude	1979
Downstate Medical School	450 Clarkson Avenue Brooklyn, NY 11203	1985	1989	Doctor of Medicine	1989
Long Island Jewish Schneider's Children's Hospital	269-01 76th Avenue New Hyde Park, NY 11040	1991	1992	Residency Internship in Pediatrics	1992



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 and 2 empty 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

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. 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, From: 2005 To: Present Name and Address of Business: Oxford Nursing Home, Inc. 148 South Oxford Brooklyn, New York Business Type: Nursing Home Office Held/Nature of Interest: Less than [] shareholder [X] open [] closed [] proposed Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: Public Health Council



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

Form with three entries. Entry 1: From: 2013, To: Present, Business Type: Real Estate, Office Held/Nature of Interest: membership interest, Status: open. Entry 2: From: 2013, To: Present, Business Type: Mortgage Backed Securities, Office Held/Nature of Interest: membership interest, Status: open. Entry 3: From: (blank), To: (blank), Business Type: (blank), Office Held/Nature of Interest: (blank), Status: (blank). Each entry includes a field for Name and Address of Business 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

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 many years of experience in the practice of pediatrics and the prescribing of medications will be invaluable in forming a business model to deliver the benefits of the medical Marijuana Program in an efficient manner to the patients. My compassion for children suffering from illness and seeking methods of alleviating their suffering draws me to this new frontier in medicine.

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:
Rochelle Boxan M.D.

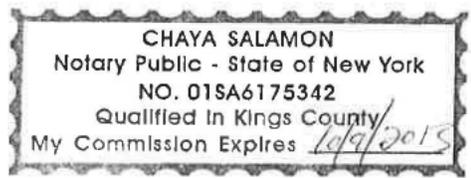
Date:
3/19/2015

Notary Name:
[Signature]

Notary Registration Number:
01SA6175342

Notary (Notary Must Affix Stamp or Seal)

Date:





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: New York Medical Growers, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Joel Landau 3. Title: Member
4. Briefly describe the role of this person or entity in the proposed registered organization:
Ownership in the company.
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:

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted] 13. State: [redacted] 14. ZIP Code: [redacted]

15. Formal Education
Institution Address Dates Attended (From, To) Degree Received Date Received

[Redacted section for formal education details]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains 4 empty 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.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Notary Public	01LA6091405	Department of State NY	4/28/15	4/28/19
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.				
Name of Employer:				
Type of Business:				
Street Address:				
City:		State:		Zip Code:
Starting Date of Employment:			Ending Date of Employment:	
Name of Supervisor for Reference:			Supervisor Phone Number:	
Position/Responsibilities:				
Reason For Departure:				
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, 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

Form with fields: From: 1/2011, To: Present, Business Type: MLTC, Name and Address of Business: Alphacare Of New York, 335 Adams Street, 26th Floor Brooklyn NY, Office Held/Nature of Interest: Chairman, 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: LYNN ALEXANDER Notary Registration Number: 01AL6316792

Notary (Notary Must Affix Stamp or Seal) Date: 05/26/2015

[Handwritten Signature]
LYNN A. ALEXANDER
Notary Public - State of New York
No. 01AL6316792
Qualified in Kings County
My Commission Expires December 22, 2018



Appendix A:

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

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

1. Business Name:
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Marvin Rubin 3. Title: member
4. Briefly describe the role of this person or entity in the proposed registered organization:
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

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

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, 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
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: 6/2/15
Notary Name: [Handwritten Signature] Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) Date:
MICHAEL KORSINSKY
Notary Public, State of New York
No. 02KO6083966
Qualified in Kings County
Commission Expires Nov. 25, 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: New York Medical Growers, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Jason R. Evans, Ph.D. 3. Title: Cultivation Manager/Advisor
4. Briefly describe the role of this person or entity in the proposed registered organization:
Dr. Jason R. Evans will coordinate all aspects of the academic partnership between NY Medical Growers, LLC, and the State University of New York and Cobleskill (SUNY Cobleskill), including internship programs, research activities and any additional activities described in an anticipated START-UP NY Sponsor Application. He will also be on the company's Advisory Board and the Cultivation Manager.
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
Institution Address Dates Attended Degree Date Received
West Virginia University Morgantown, WV 01/2004 12/2007 Ph.D. Natural Resource Economics 12/2007
West Virginia University Morgantown, WV 08/2002 12/2003 MS Agricultural Economics 12/2003
University of Virginia Charlottesville, VA 08/1998 05/2002 BA Economics 05/2002



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

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

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.

Employment history form for State University of New York College of Agriculture and Technology, Cobleskill. Includes fields for Name of Employer, Type of Business, Street Address, City, State, Zip Code, Starting Date, Ending Date, Name of Supervisor, and Position/Responsibilities.



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, and Position/Responsibilities. Includes redacted areas.



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.



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.

My extensive background in academia as a professor, economic development officer, grant writer, student advisor and internship coordinator qualifies me to work on behalf of SUNY Cobleskill to coordinate all aspects of the developing academic partnership with NY Medical Growers, LLC. Over the last six years, I have worked with over 100 companies to establish internship and employment opportunities for baccalaureate students and since 2014 have served as the College's sole representative for the START UP NY economic development program.

Finally, I have led or been a part of a number of research projects in the last 10 years that have resulted in refereed journal manuscripts and books.

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: 5/26/2015
Notary Name: Tamera L. Loder Notary Registration Number: 01L05080347
Notary (Notary Must Affix Stamp or Seal) Date: 5/27/15
Tamera L. Loder
Notary Public, State of New York
No. 01L05080347
Qualified in Schoharie County
Commission Expires June 16, 2015

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: EVANS, JASON, ROBERT

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

(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: New York Medical Growers, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Charles Sanford Smith, Esq. 3. Title: Advisor
4. Briefly describe the role of this person or entity in the proposed registered organization:
Charles Sanford Smith, Esq. is a criminal defense attorney and compliance/licensing consultant in the cannabis industry. Charles was contracted to assist in the completion of NYMG's application to become a Registered Organization. Charles will hold a seat on the Company's Board of Advisors In this capacity, NYMG will have access to his vast knowledge of medical marijuana compliance as the organization grows and faces new challenges and opportunities. NYMG is dedicated to unambiguous compliance with New York Law and DOH Regulations and having Charles on the team will ensure that NYMG is able to carry out this mission.
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. Rows include Brooklyn Law School, The University of Maryland, and The George Washington 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: New York State Law License, 4713632, 27 Madison Avenue New York, NY 10010 212-340-0400, 2009, 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 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. Includes a redacted area at the bottom.



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, 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.

Charles Smith is a New York attorney and a cannabis industry consultant. His law practice focuses on cannabis and criminal defense as well as drug policy and criminal justice reform.

Charles is intimately familiar with the CCA and DOH Regulations as well as marijuana laws and regulations throughout the United States. Charles has attended cannabis and drug policy conferences throughout the country. Charles testified before the Health Committee of the New York State Legislature on behalf of the New York City Bar Association and is a frequent lecturer at the Cannabis Career Institute. He is an advisory Board Member of the New York Cannabis Alliance, a member of the New York City Bar Association Committee on Drugs and the Law, Students for Sensible Drug Policy, the Drug Policy Alliance and a lifetime member of the NORML legal committee. Charles is uniquely qualified to serve as an Advisor of New York Medical Growers, LLC.

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

Signature: [Handwritten Signature] Date: 5/28/15

Notary Name: Shawn Karimi Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal) Date: 5/28/2015

SHAWN S. KARIMI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 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: New York Medical Growers, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Lisa D. Kuprian 3. Title: Advisor
4. Briefly describe the role of this person or entity in the proposed registered organization:
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
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?



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: Hudson Valley Community College, 80 Vandenberg Ave., Troy, NY, 12180, 8/1988, 5/1990, A.A.S. nursing, 1990.



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
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

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

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: Lisa D. Kuprian

Date: 6/2/2015

Notary Name: Jill A. Mosher

Notary Registration Number: 4655610

Notary (Notary Must Affix Stamp or Seal)
Jill A. Mosher
JILL A. MOSHER
Notary Public State of New York
Qualified in Herkimer County
No. 4655610
Commission Expires August 31, 2017

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: New York Medical Growers, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Daniel Kosmal 3. Title: Extraction Manager
4. Briefly describe the role of this person or entity in the proposed registered organization: Oversight and management of extraction, manufacturing and packaging of medical marijuana products.
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.
[Redacted] No findings of violation of law or regulation.



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.

California Bar privileges temporarily revoked in 2012 from not having completed Continuing Legal Education requirements. Currently in good standing with California Bar.

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. Contains two rows of education data: University of California at Berkeley and Southwestern 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: California State Bar, 226380, California State Bar Association 180 Howard St. San Francisco, CA 94105 415-538-2000, Sept. 8, 2003, Active.

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

Table with 4 rows and 3 columns containing employment details for Superior Court of California, County of Humboldt. Includes fields for Name of Employer, Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, and Supervisor Phone Number.

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, 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 three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', and 'Office Held/Nature of Interest:'. The 'Office Held/Nature of Interest' field contains checkboxes for 'open', 'closed', and 'proposed'. Each section is preceded by a header: '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.

Since 2010, I have managed the extraction, manufacturing and packaging of medicinal marijuana products for

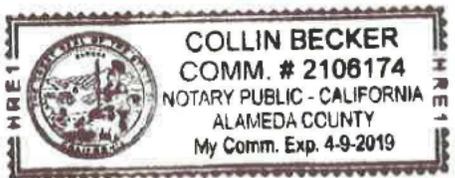
[Redacted text]

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 28, 2015

Notary Name: Collin Becker Notary Registration Number: 2106174

Notary (Notary Must Affix Stamp or Seal) Date:



[Handwritten Signature]

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 Alameda
Subscribed and sworn to (or affirmed) before me on this 28 day of May, 2015
by Daniel Kosmat
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



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: NY Medical Growers, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Mark Benoit 3. Title: Grow/Cultivation Sr. Staff
4. Briefly describe the role of this person or entity in the proposed registered organization:
Because of his educational and professional background in managing large-scale, GAP certified horticultural operations, Mr. Benoit will be affiliated as a senior staffer in the company's greenhouses. In that role, he will oversee greenhouse staff and manage crops for optimal yield and quality.
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 [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 from SUNY Cobleskill.



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 Type of Business, Street Address, City/State/Zip, Starting/Ending Dates of Employment, Name of Supervisor, and Position/Responsibilities. Includes a section for 'Reason For Departure' and a specific section for '18. Offices Held or Ownership Interest in Other Businesses' with a Yes/No question.



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 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Each section includes radio button options 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.

See employment history; direct managerial experience in large-scale GAP certified horticultural operation.

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: 06/02/2015
Notary Name: Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) Date:



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:	New York Medical Growers, LLC
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	B, Dispensary
Building Construction Type and Classification:	II-B, Masonry Exterior Walls & Steel Roof Framing
Facility Address:	448 Sand Creek Road, Albany, New York
Primary Contact Telephone number:	212-495-8133
Primary Contact Fax number:	212-419-3893
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).	B Occupancy, Type II-B 23,000 SF, 3 Stories	20,000 SF 1 Story
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Not 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
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. B Occupancy Only.	Not Applicable. B Occupancy Only.
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. B Occupancy Only.	Not Applicable. B Occupancy Only.
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. B Occupancy Only.	Not Applicable. B Occupancy Only.
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 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).	1 hour with fire separation distance between 0 and 10'.	Not Required. Fire separation distance is greater than 10'.
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Fire separation distance is greater than 10'.	Fire separation distance is greater than 10'.
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 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.	Sprinkler not required.	Sprinkler not provided.
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Not 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 type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)		



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 Required.	Not Required.
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.		
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. 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	Total Occupant Load: 2000/100=20 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" 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 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.
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 51' 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.



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 > 44".
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 in plan = 16'.
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 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.
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	
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.		



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	1 W.C. & Lav per Gender 1 Drinking Fountain 1 Service Sink	WC:1 female,1 male Lav:1 female,1 male 2 Drinking,1 Service Sink
48	Available Street Water Pressure			Provide the available street or well water pressure.		
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.		

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

448 SAND CREEK ROAD
ALBANY, NEW YORK



DISPENSARY FLOOR PLAN

NEW YORK MEDICAL GROWERS



448 SAND CREEK ROAD
ALBANY, NEW YORK



DISPENSARY SITE PLAN

NEW YORK MEDICAL GROWERS



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

448 SAND CREEK ROAD
ALBANY, NEW YORK

DIMENSIONS

NEW YORK MEDICAL GROWERS



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

448 SAND CREEK ROAD
ALBANY, NEW YORK

EGRESS & FIXTURE COUNT

NEW YORK MEDICAL GROWERS





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:	New York Medical Growers, LLC
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	B, Dispensary
Building Construction Type and Classification:	Commercial Strip Center
Facility Address:	3219 Sheridan Drive, Tonawanda, New York
Primary Contact Telephone number:	212-495-8133
Primary Contact Fax number:	212-419-3893
<u>PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:</u>	
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						
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).		Lease Area = 2,879 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).		
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).		
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).		
10	Construction Classification	602		Provide Construction Classification per each building included in Application.		
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.		



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).		
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.		
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.		
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.		
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.		
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.		



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 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.		
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)		



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 Required.	Not Required.
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.		
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: 2879/100=29 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 5.8" 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 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.
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 58' 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 due to travel distance.
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	Provided corridor width > 44".
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 in plan = 33'.
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 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.
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	
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.		



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	1 W.C. & Lav per Gender 1 Drinking Fountain 1 Service Sink	WC:1 female,1 male Lav:1 female,1 male 2 Drinking,1 Service Sink
48	Available Street Water Pressure			Provide the available street or well water pressure.		
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.		

2319 SHERIDAN DRIVE
TONAWANDA, NEW YORK



DISPENSARY FLOOR PLAN

NEW YORK MEDICAL GROWERS

MAY 29, 2015



2319 SHERIDAN DRIVE
TONAWANDA, NEW YORK



DIMENSIONS

NEW YORK MEDICAL GROWERS

MAY 29, 2015



2319 SHERIDAN DRIVE
TONAWANDA, NEW YORK

DISPENSARY FLOOR PLAN



NEW YORK MEDICAL GROWERS

MAY 29, 2015





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:	New York Medical Growers, LLC
Facility Type:	Manufacturing Facility <input checked="" type="checkbox"/> Dispensing Facility <input type="checkbox"/>
Use and Occupancy Classification:	F-1. Moderate Hazard Occupancy
Building Construction Type and Classification:	II-B with an automatic sprinkler system
Facility Address:	223 Mineral Springs Road, Cobleskill, New York 12043
Primary Contact Telephone number:	212-495-8133
Primary Contact Fax number:	212-419-3893
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE: Refer to attached construction timeline.	
Applicant shall identify planning requirements, including but not limited to:	
<input type="checkbox"/>	TOWN BOARD APPROVAL
<input checked="" 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: 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 checked="" 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 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						
Applicant shall provide all applicable information in regards to the code topic and section listed below.						
1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.						
2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted						
3. Provide your facilities "Actual" value for each required standard as per applicable code section.						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	F-1 Moderate Hazard Occupancy Intert Gas = No Limit Flammable Liquid, 1B = 120x2x2 = 480 Gallons	F-1 Moderate Hazard Occupancy Flammable Liquid (Ethanol) @ 110 Gallons



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.	Flammable Liquid, 1B (Ethanol) 120x2x2=240 Gallon Maximum Allowable per control area with sprinklers & storage cabinet	Flammable Liquid (Ethanol) 110 Gallon Actual
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)	47,000 SF 1 Story
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Boiler Room: 1 Hour or Sprinkler	Sprinkler 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
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
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
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 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 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
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 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.		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: 266 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 22.8" 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.
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.
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.
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 82' 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 required and provided from office area.
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.	No dead end corridors present in Building Plan.
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	Two exits min. per story for load < 500. Exits separated by 1/3 diagonal distance with sprinklers.	18 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.
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	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 6: Roof: R13 + R 19 Walls:R13+R5.6 C.I.	Head House Construction: Roof: R13 + R 19 Walls:R13+R5.6 C.I.
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.		Refer to Site Plan & Electrical Drawings for 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.		Not required due to adequate pressure (i.e. a pump is not needed).



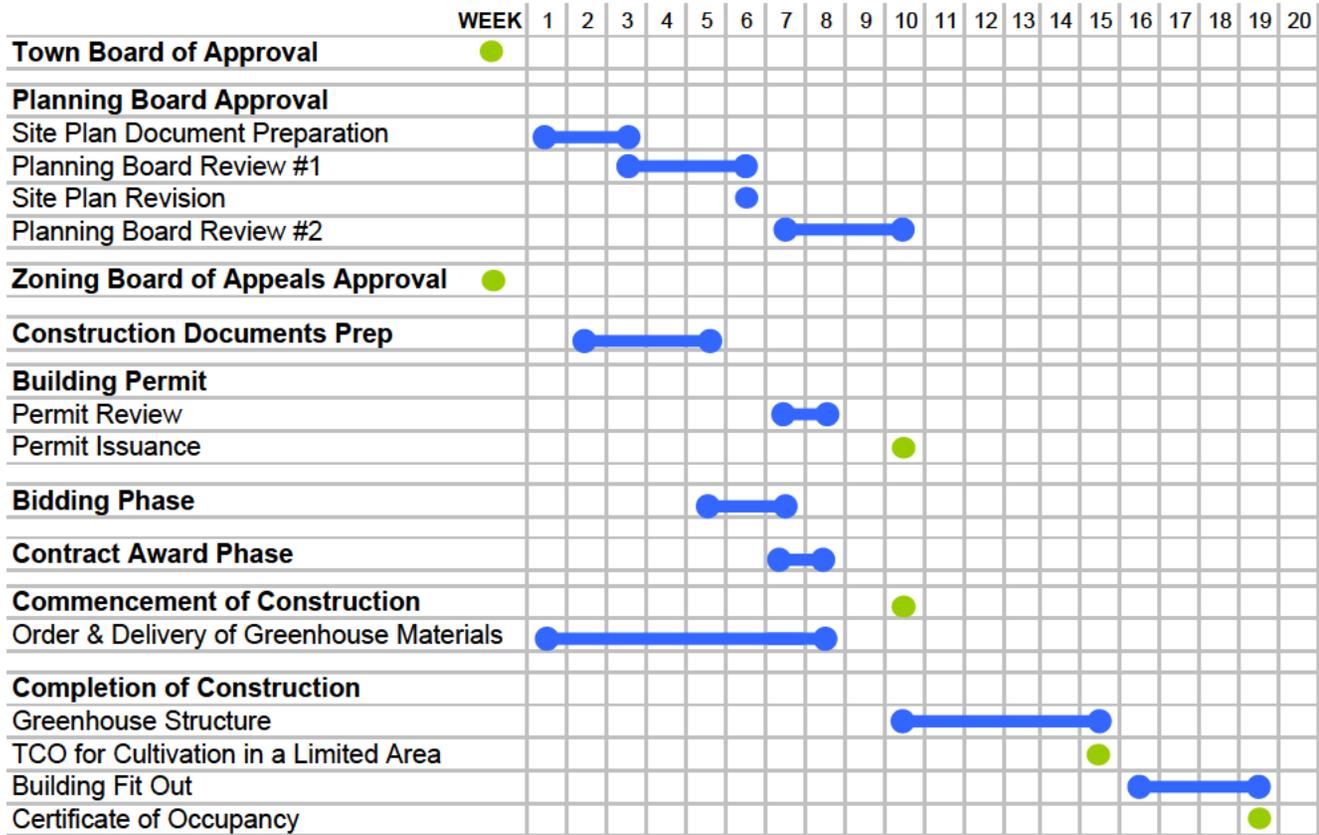
Appendix B – Architectural Program

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).	2 W.C. & Lav per Gender 1 Drinking Fountain 1 Service Sink	WC: 3female, 2male+1urinal, 1uni Lav: 3female, 3male, 1uni 2 Drinking, 1 Service Sink
48	Available Street Water Pressure			Provide the available street or well water pressure.		60-70 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

New York Medical Growers:

221 Mineral Springs Road, Cobleskill, New York



Village of Cobleskill
Planning, Environment & Codes Dept.
378-1A Mineral Springs Road
Cobleskill, NY 12043

Trustees
Howard Burt
Kathleen Johnson
Thomas Johnstone
Tim Snyder

Mayor
Linda Holmes

Deputy Mayor
Howard Burt

Clerk-Treasurer
Samantha Moyster

Code Enforcement
Mike Piccolo



Attorney
Shawn Smith

"A Good Place to Live"
www.schohariecounty-ny.gov

Phone (518) 234-4661

Fax (518) 234-2487

TDD 1-800-662-1220

May 27, 2015

Mr. Joseph Klein
New York Medical Growers, LLC
2926 Avenue L, 2nd Floor
Brooklyn, NY 11210
Ph: 212-495-8133
Fax: 212-419-3893

RE: Medical Marijuana Program Application for Registration
Site Plan for New Greenhouses
(V) Cobleskill, Schoharie County

Dear Mr. Klein:

I understand that New York Medical Growers LLC proposes to construct a new greenhouse and processing facility to cultivate and produce medical marijuana. The site of the proposed development is located on Tax Parcels #68.9-1-2 and #68.9-1-3. The site is an existing farm, with agricultural fields, which is located on the north side of Mineral Springs Road and south of the State University of New York of Cobleskill.

The proposed building will have approximate dimensions of 175 ft. by 210 ft. The greenhouses will occupy about 63% of the structure and the remainder of the building will be administrative and processing. The site will contain parking for approximately 30 employees and will be surrounded by a security fence and gate. The site will be connected to municipal water and sewer systems.

Parcel #68.9-1-2 is zoned as a Mixed Use-1 and Parcel #68.9-1-3 is zoned as Residential-Rural. Based upon my understanding that the use of the facility will be primarily agriculture, a site plan review would be required for part of this project. The greenhouse and processing facility, as “Agricultural, non-animal” use, would be permitted in the Residential-Rural zoning district without site plan review. Office space is not permitted in the Residential-Rural zoning district.

Both “Agricultural, non-animal” use and the office space would be permitted *subject to site plan review* by the Village of Cobleskill Planning Board, if located in the Mixed Use-1 zoning district. This process will also require the applicant conform to the State Environmental Quality Review Act.

Should you have any questions or comments, please do not hesitate to call me.

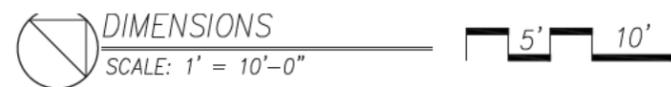
Very truly yours,

A handwritten signature in black ink, appearing to read "Michael Piccolo", written in a cursive style.

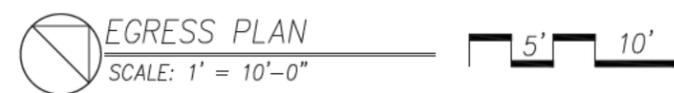
Michael Piccolo
Zoning and Code Enforcement Officer
Village of Cobleskill



BUILDING OVERVIEW
MAY 31, 2015



DIMENSIONS
MAY 31, 2015



EGRESS PLAN
MAY 31, 2015



ACCESSIBILITY
MAY 31, 2015

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

June 2, 2015

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

June 2, 2015

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June 2, 2015

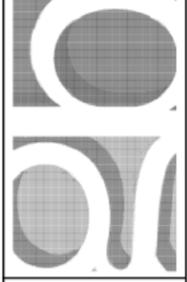
Redacted pursuant to N.Y. Public Officers Law, Art. 6

June 2, 2015

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

DRAWING LIST

Sheet Number	Sheet Title
E0.00	DRAWING LIST
E0.01	SYMBOLS, ABBREVIATIONS
E0.02	GENERAL NOTES
E1.01	SITE PLAN-ELECTRICAL
E2.01	GREENHOUSE FLOOR PLAN - LIGHTING
E2.02	HEADHOUSE FLOOR PLAN - WEST SIDE LIGHTING
E2.03	HEADHOUSE FLOOR PLAN - EAST SIDE LIGHTING
E3.01	GREENHOUSE FLOOR PLAN - POWER
E3.02	HEADHOUSE FLOOR PLAN - WEST SIDE POWER
E3.03	HEADHOUSE FLOOR PLAN - EAST SIDE POWER
E5.00	SINGLE LINE DIAGRAM
LV3.01	GREENHOUSE FLOOR PLAN - LOW VOLTAGE
LV3.02	HEADHOUSE FLOOR PLAN - WEST SIDE LOW VOLTAGE
LV3.03	HEADHOUSE FLOOR PLAN - EAST SIDE LOW VOLTAGE



GUTTMANN & BLAEVOET
CONSULTING ENGINEERS
2351 Powell Street
San Francisco, CA. 94133-1449
P 415 655 4000 F 415 655 4001
E g&b@gb-eng.com

Sheet Title:
DRAWING LIST

NEW YORK MEDICAL GROWERS, LLC - NEW GREENHOUSES
223 Mineral Springs Road Cobleskill, NY 12043

Scale:
AS NOTED
Drawn by:
CAD DEPT
Checked by:
ENGR STAFF
Date:
06-02-2015
Job No.
NYM-001
Sheet Number:

E0.00

ELECTRICAL SYMBOLS LIST

	EPO, EMERGENCY POWER OFF
	DUPLEX RECEPTACLE;
	DUPLEX RECEPTACLE CEILING MOUNTED
	TWO DUPLEX RECEPTACLES MOUNTED IN ONE 2-GANG BOX RECEPTACLE,
GFCI	GFCI, INSTALL OUTLET 6" ABOVE COUNTER OR BACKSPLASH
	COMBINATION POWER/DATA RECESSED FLOOR RECEPTACLES WITH BACKBOX
	TELEPHONE OUTLET 4" BOX WITH 3/4"C STUBBED INTO ACCESSIBLE CEILING.
	DATA OUTLET-4" BOX WITH 3/4"C STUBBED INTO ACCESSIBLE CEILING SPACE
	TEL/DATA OUTLET-4" BOX WITH 3/4"C STUBBED INTO ACCESSIBLE CEILING SPACE
	SINGLE POLE SINGLE THROW SWITCH, LOWER CASE LETTER INDICATES ASSOCIATED LIGHT FIXTURE
	WALL MOUNTED OCCUPANCY SENSOR, LOWER CASE LETTER INDICATES ASSOCIATED LIGHT FIXTURE
	CEILING MOUNTED OCCUPANCY SENSOR, LOWER CASE LETTER INDICATES ASSOCIATED LIGHT FIXTURE
	LIGHTING CONTROL SYSTEM PHOTOCCELL.
	JUNCTION BOX, E-EMERGENCY POWER

EQUIPMENT

	MOTOR RATED SWITCH
	TRANSFORMER, RATING AS INDICATED OR SCHEDULED
	MOTOR OUTLET & CONNECTION
	FUSED DISCONNECT SWITCH, RATING AS INDICATED OR SCHEDULED
	NON-FUSED DISCONNECT SWITCH, RATING AS NOTED OR SCHEDULED

FIRE ALARM

	HEAT DETECTOR IN CONCEALED ABOVE CEILING LOCATIONS PROVIDE AND INSTALL REMOTE LED
	FIRE ALARM HORN, STROBE
	FIRE SMOKE DAMPER WITH DUCT SMOKE DETECTION
	MOTORIZED DAMPER

ABBREVIATIONS

A	AMPERE
A.F.F.	ABOVE FINISHED FLOOR
ATS	AUTOMATIC TRANSFER SWITCH
C	CONDUIT
CB	CIRCUIT BREAKER
CKT	CIRCUIT
CU	COPPER
FACP	FIRE ALARM CONTROL PANEL
FLA	FULL LOAD AMPERES
FSDR	FIRE/SMOKE DAMPER
GFI	GROUND FAULT INTERRUPTER
(G) GND	GROUND
IG	ISOLATED GROUND
JB	JUNCTION BOX
KVA	KILOVOLT AMPERE
KW	KILOWATT
MD	MOTORIZED DAMPER
MCC	MOTOR CONTROL CENTER
(N)	NEW
N.C.	NORMALLY CLOSED
NIC	NOT IN CONTRACT
N.O.	NORMALLY OPEN
NTS	NOT TO SCALE
PNL	PANELBOARD
∅, ph	PHASE
SW	SWITCH
SWBD	SWITCHBOARD
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
V	VOLT
VA	VOLT AMPERE
W	WATT
WP	WEATHERPROOF (DEVICE OR ENCLOSURE)



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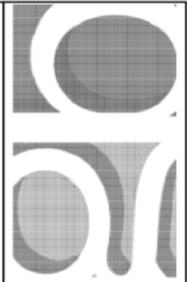
SYMBOLS, ABBREVIATIONS
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GENERAL NOTES

1. ALL ELECTRICAL DRAWINGS ARE DIAGRAMMATIC IN NATURE AND INDICATE GENERAL ARRANGEMENT OF SYSTEMS AND WORK INCLUDED. SEE THE ARCHITECTURAL DOCUMENTS FOR ALL LAYOUT INFORMATION AND LIGHTING FIXTURE SPECIFICATIONS. FOLLOW THE ARCHITECTS DRAWINGS IN LAYING OUT WORK AND CHECK DRAWINGS OF OTHER TRADES RELATING TO WORK TO VERIFY SPACE IN WHICH WORK WILL BE INSTALLED. MAINTAIN HEADROOM AND MINIMUM CODE REQUIRED WORKING CLEARANCES AT ALL TIMES.
2. ALL EQUIPMENT, DEVICES AND LIGHT FIXTURES LOCATED OUTDOORS SHALL BE UL LISTED FOR WET LOCATIONS OR BE ENCLOSED IN A NEMA 3R ENCLOSURE.
3. WHERE WIRE SIZES ARE INDICATED ON THE PLANS FOR INDIVIDUAL CIRCUITS, THE WIRE SIZE INDICATED SHALL BE CARRIED THROUGH TO CIRCUIT TERMINATION POINT UON.
4. ALL POWER, LIGHTING AND RECEPTACLE BRANCH CIRCUITS, AND ALL FEEDERS SHALL INCLUDE A GROUND CONDUCTOR SIZED ACCORDING TO NEC.
5. PROVIDE ACOUSTICAL TREATMENT FOR ALL CONDUIT AND OUTLET BOX PENETRATIONS IN ACOUSTICAL PARTITIONS.
6. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT CEILING TYPE AND LOCATIONS OF FIXTURES AND OTHER CEILING DEVICES PRIOR TO ROUGH-IN.
7. REFER TO CIVIL DRAWINGS FOR EXACT ROUTING OF UNDERGROUND CONDUITS ON SITE.
8. PROVIDE SEPARATE NEUTRAL CONDUCTOR FOR ALL DIMMING CIRCUITS AND RECEPTACLE CIRCUITS FOR COMMUNICATIONS, SECURITY AND SOUND EQUIPMENT.
9. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL MECHANICAL, PLUMBING AND ALL OTHER USER EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS PRIOR TO ANY WORK.
10. CONTRACTOR SHALL EXTEND WIRING FROM ALL JUNCTION BOXES, SWITCHES, ETC. AND MAKE FINAL CONNECTION AS REQUIRED TO ALL EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS.
11. ALL MOUNTING HEIGHTS SHOWN ARE TO CENTER LINE OF OUTLET OR DEVICE AND SHALL APPLY UNLESS INDICATED OTHERWISE. REFER TO ARCHITECTURAL ELEVATIONS FOR EXACT LOCATIONS AND QUANTITIES OF ALL LIGHTING FIXTURES AND DEVICES.
12. CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL WALL AND CEILING OUTLET OR OTHERWISE, BOXES FOR SWITCHES, RECEPTACLES, EQUIPMENT ETC. WITH TACK BOARDS, CABINETS, CHALKBOARDS, FURNITURE, EQUIPMENTS ETC. TO AVOID CONFLICT. SEE ARCHITECTURAL DRAWINGS FOR ALL COORDINATION.
13. WHERE ELECTRIC MOTORS OR HEATERS ARE INSTALLED IN HUNG CEILING, PROVIDE DISCONNECT SWITCH IN HUNG CEILING WITHIN REACH FROM ACCESS POINT.
14. PROVIDE PULL WIRE IN EACH RACEWAY RUN OVER 10 FEET IN LENGTH, IN WHICH PERMANENT WIRING IS NOT INSTALLED.
15. REFER TO MECHANICAL AND PLUMBING DRAWINGS FOR ADDITIONAL CONNECTION REQUIREMENTS TO CONTROL PANELS AND TRANSFORMERS, 120V FOR CONTROL SYSTEM, CONTROL SYSTEM, EP AND PE SWITCHES, TIME CLOCK, VALVES, RELAYS LOCATION, ETC. INDICATED ON CONTROL WIRING DIAGRAMS. VERIFY FINAL FINAL CONTROL WIRING REQUIREMENTS WITH DIVISION 23 PRIOR TO ANY WORK AND PROVIDE ALL NECESSARY WIRING, DEVICES AND CONNECTIONS AS REQUIRED.
16. LIGHTING, POWER, TELEPHONE AND COMMUNICATIONS OUTLETS SHALL NOT BE PLACED BACK TO BACK. OUTLETS SHALL BE SEPARATED MIN. OF 24" IN FIRE-RATED WALLS AND MIN. 18" IN NON-RATED WALLS. SEE THE ARCHITECTURAL DRAWINGS FOR ALL COORDINATION.
17. ALL CONDUIT SHALL BE RUN CONCEALED IN HUNG CEILING SPACE, IN WALLS, OR UNDER FLOOR, UNLESS SPECIFICALLY INDICATED OTHERWISE.
18. PROVIDE PULLBOXES WHEREVER NECESSARY TO FACILITATE PULLING OF CONDUCTORS. COORDINATE LOCATIONS OF BOXES WITH OTHER TRADES TO AVOID CONFLICT. PULLBOXES SHALL BE ACCESSIBLE. THE SIZE OF EACH PULLBOX SHALL COMPLY WITH NEC REQUIREMENTS.
19. OUTLET BOXES FOR FIXTURES RECESSED IN HUNG CEILING SHALL BE ACCESSIBLE THROUGH OPENING CREATED BY REMOVAL OF FIXTURES.
20. ALL ELECTRIC MATERIAL SHALL BE LISTED BY "UL" FOR THE TYPE OF APPLICATION AND "UL" LABEL SHALL APPEAR ON ALL ELECTRICAL EQUIPMENT.



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SITE PLAN-ELECTRICAL

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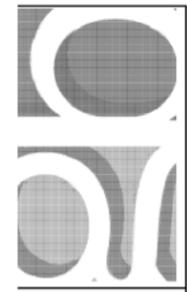
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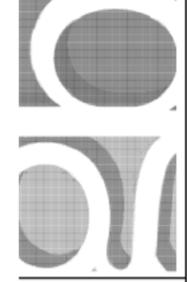
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GREENHOUSE FLOOR PLAN - LIGHTING

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**HEADHOUSE FLOOR PLAN - WEST SIDE
LIGHTING**

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**HEADHOUSE FLOOR PLAN - EAST SIDE
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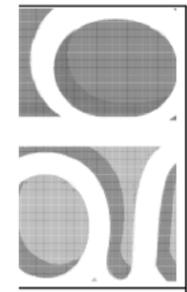
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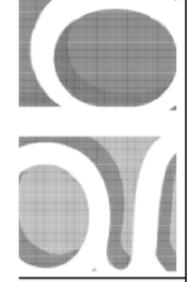
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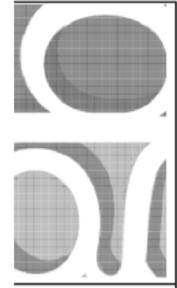
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GREENHOUSE FLOOR PLAN - POWER

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**HEADHOUSE FLOOR PLAN - WEST SIDE
POWER**

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HEADHOUSE FLOOR PLAN - EAST SIDE POWER

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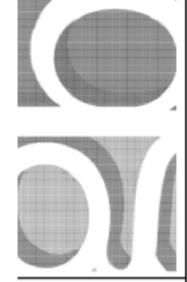
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GREENHOUSE FLOOR PLAN - IRRIGATION

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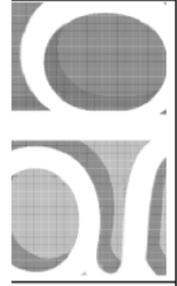
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HEADHOUSE FLOOR PLAN WEST - IRRIGATION

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HEADHOUSE FLOOR PLAN EAST - IRRIGATION

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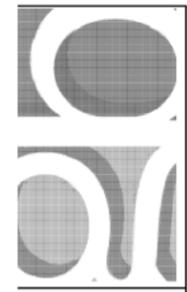
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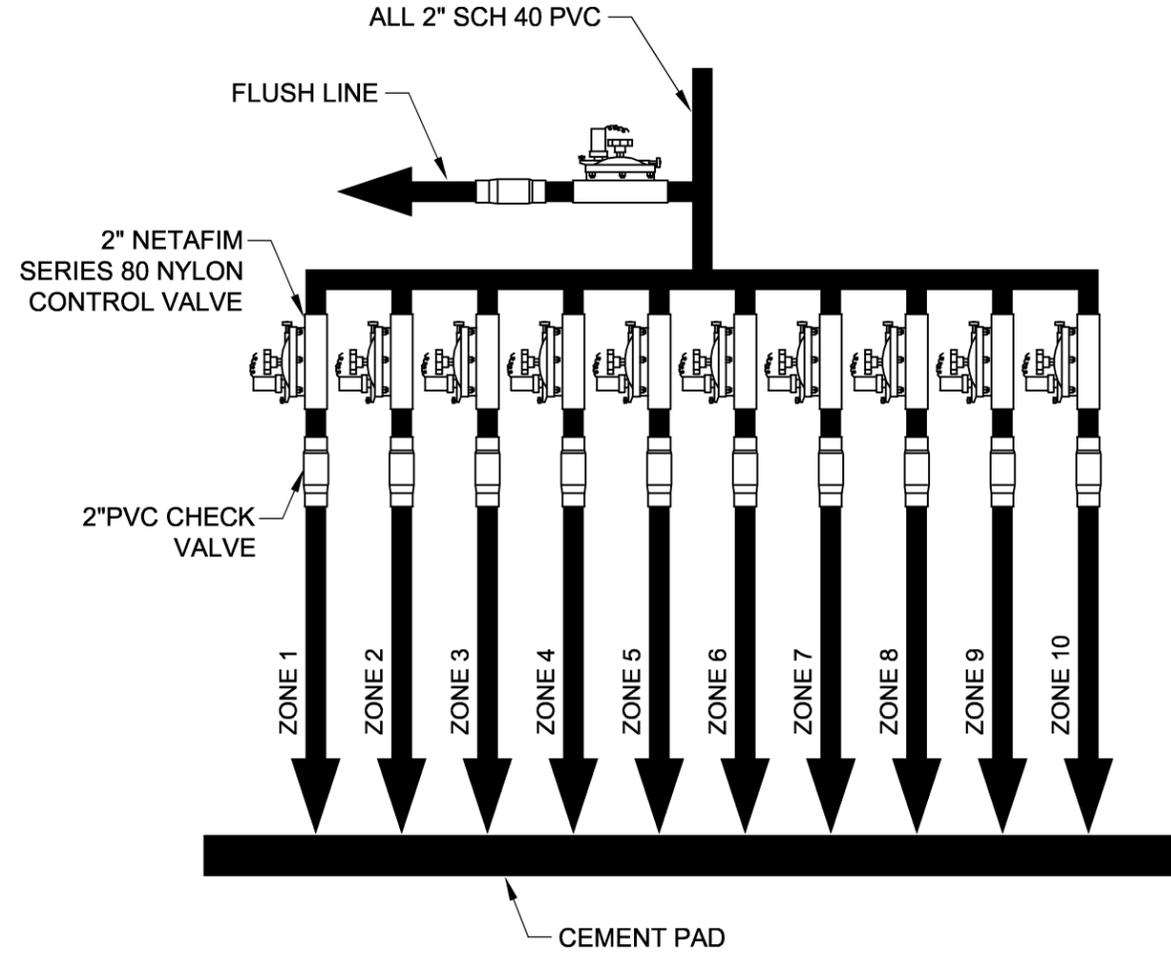
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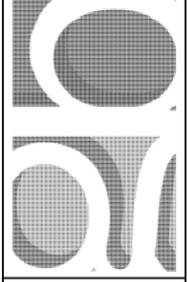
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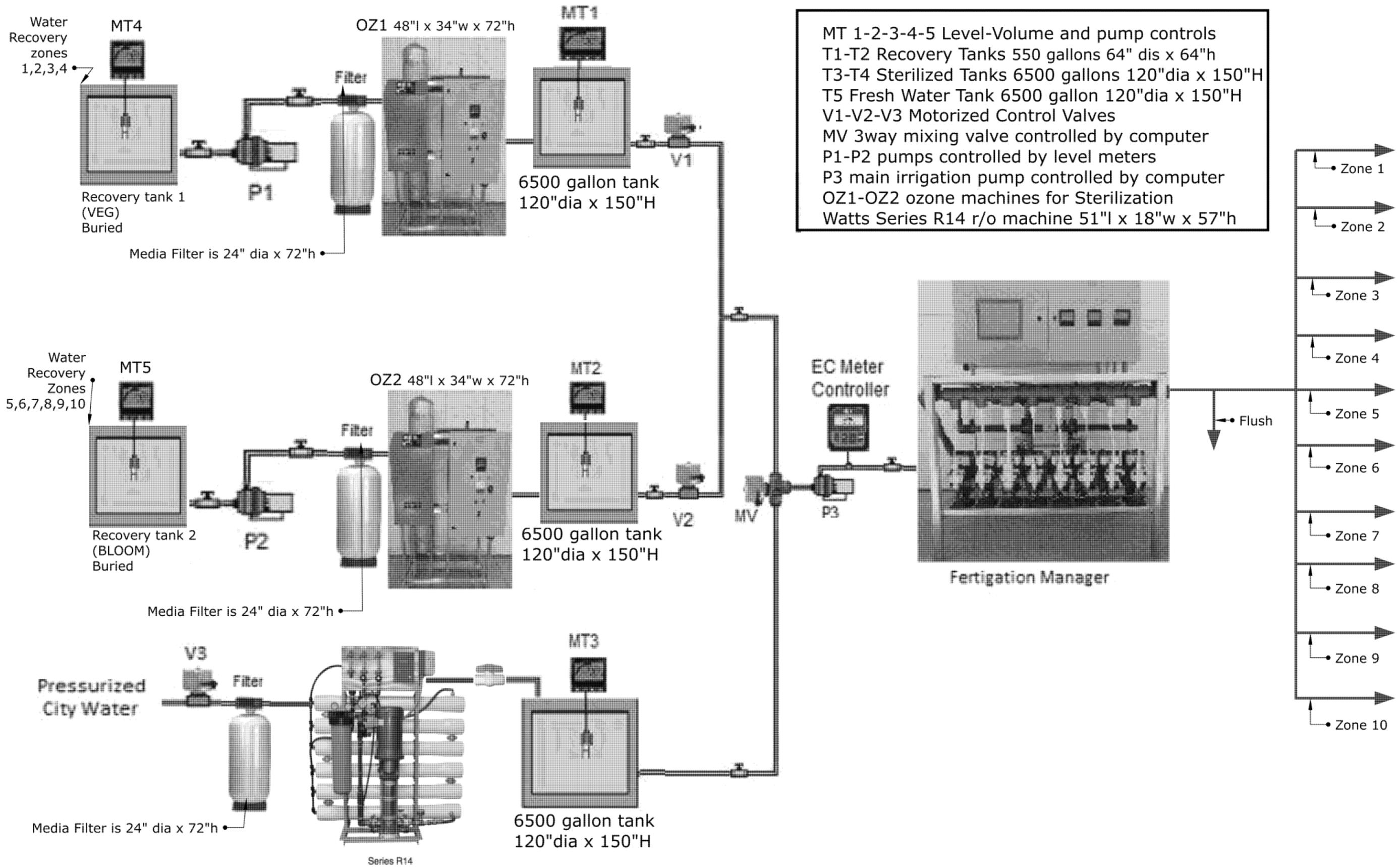
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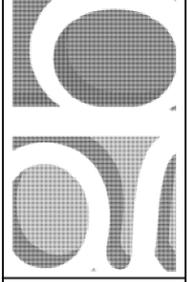
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MT 1-2-3-4-5 Level-Volume and pump controls
 T1-T2 Recovery Tanks 550 gallons 64" dis x 64"h
 T3-T4 Sterilized Tanks 6500 gallons 120"dia x 150"H
 T5 Fresh Water Tank 6500 gallon 120"dia x 150"H
 V1-V2-V3 Motorized Control Valves
 MV 3way mixing valve controlled by computer
 P1-P2 pumps controlled by level meters
 P3 main irrigation pump controlled by computer
 OZ1-OZ2 ozone machines for Sterilization
 Watts Series R14 r/o machine 51"l x 18"w x 57"h

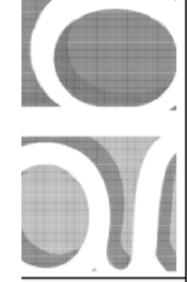


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GREENHOUSE FLOOR PLAN - LOW VOLTAGE
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HEADHOUSE FLOOR PLAN - WEST SIDE LOW VOLTAGE

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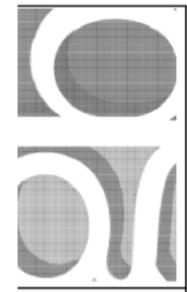
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Sheet Title:

**HEADHOUSE FLOOR PLAN - EAST SIDE LOW
VOLTAGE**

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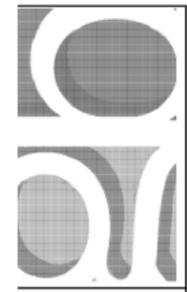
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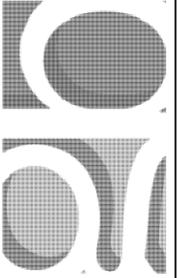
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DRAWING LIST

Sheet Number	Sheet Title
M0.00	DRAWING LIST
M0.01	LEGEND AND SYMBOLS
M2.00	SITE PLAN - HVAC
M2.01	GREENHOUSE FLOOR PLAN - HVAC
M2.02	HEADHOUSE FLOOR PLAN - WEST SIDE HVAC
M2.03	HEADHOUSE FLOOR PLAN - EAST SIDE HVAC
M2.04	HEADHOUSE ROOF PLAN - WEST SIDE HVAC
M2.05	HEADHOUSE ROOF PLAN - EAST SIDE HVAC
M2.11	GREENHOUSE FLOOR PLAN - HYDRONICS
M2.12	HEADHOUSE FLOOR PLAN - EAST WEST HYDRONICS
M2.13	HEADHOUSE FLOOR PLAN - EAST SIDE HYDRONICS
M3.01	SECTIONS & ENLARGED PLANS
M3.02	SECTIONS & ENLARGED PLANS
M4.01	DETAILS
M4.02	DETAILS
M4.03	DETAILS
M5.01	SCHEDULES
M5.02	SCHEDULES
M5.03	SCHEDULES
M5.04	SCHEDULES
M5.05	SCHEDULES
M5.06	SCHEDULES
M6.01	PIPING DIAGRAMS
M6.02	PIPING DIAGRAMS
M7.01	CONTROL DIAGRAMS



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SINGLE LINE DUCT LEGEND

NAME OF FITTING	SINGLE LINE	DOUBLE LINE
		SUPPLY
ROUND ELBOW		
MITERED ELBOW		
VELOCITY SPLIT		
VELOCITY SPLIT		
VERTICAL SPLIT		
VERTICAL SPLIT		
TAP-IN		
TAP-IN		
TRANSITION (USUALLY-NOT SHOWN ON SINGLE LINE)		

SYMBOLS

Some of the symbols shown may not be used on this project.

GENERAL

- NEW WORK
- HUMIDISTAT
- HYGROMETER
- CARBON MONOXIDE SENSOR
- CARBON DIOXIDE SENSOR
- THERMOSTAT
- POINT OF CONNECTION

TAGS

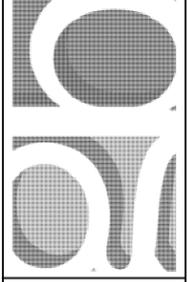
- EQUIPMENT TAG - TEXT ONLY
- EQUIPMENT TAG
- KITCHEN EQUIPMENT TAGS
- PLUMBING RISER TAG
- SHEET NOTE TAG
- ALTERNATE SHEET NOTE TAG
- ROOM AIR BALANCE TAG
- SUPPLY CFM
- EXHAUST CFM
- PRESSURE (EQUAL, POSITIVE, NEGATIVE)
- DIFFUSER / GRILLE TAG (TYP.)

HVAC PIPING

- CHILLED WATER RETURN
- CHILLED WATER SUPPLY
- CONDENSATE DRAIN
- CONDENSER WATER RETURN
- CONDENSER WATER SUPPLY
- HEATING HOT WATER RETURN
- HEATING HOT WATER SUPPLY

PIPING & FITTINGS

- DIRECTION AND FLOW
- PIPE UP - TEE & ELBOW
- PIPE DOWN TEE & ELBOW
- BALL JOINT
- CAP OR PLUGGED FITTING
- CLEANOUT
- EXPANSION JOINT
- FLANGE
- FLEXIBLE CONNECTION
- PETE'S PLUG



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SITE PLAN - HVAC

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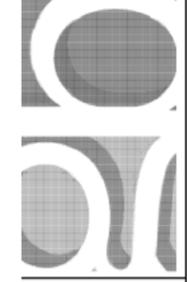
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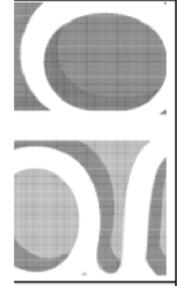
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GREENHOUSE FLOOR PLAN - HVAC

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HEADHOUSE FLOOR PLAN - WEST SIDE HVAC

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HEADHOUSE FLOOR PLAN - EAST SIDE HVAC

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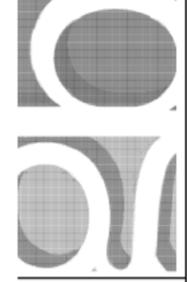
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HEADHOUSE ROOF PLAN - WEST SIDE HVAC

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HEADHOUSE ROOF PLAN - EAST SIDE HVAC

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GREENHOUSE FLOOR PLAN - HYDRONICS

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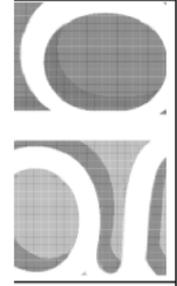
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**HEADHOUSE FLOOR PLAN - EAST WEST
HYDRONICS**

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**HEADHOUSE FLOOR PLAN - EAST SIDE
HYDRONICS**

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SECTION 11.05

SECTIONS & ENLARGED PLANS

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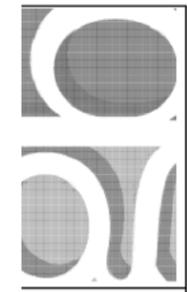
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SECTIONS & ENLARGED PLANS

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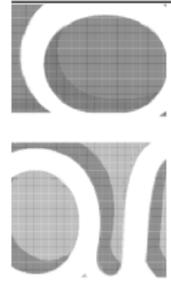
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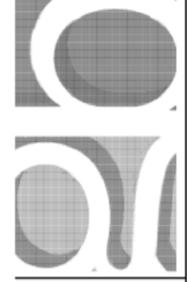
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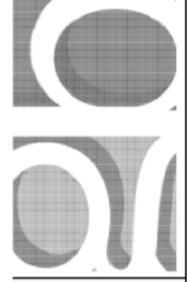
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OUTDOOR AIR HANDLER UNIT SCHEDULE

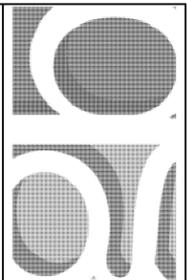
TAG	MANUFACTURER	MODEL	FAN WALL SUPPLY FANS												FILTERS					OUTSIDE AIR (CFM)	COOLING COIL (SEE COIL SCHEDULE)	HEATING COIL (SEE COIL SCHEDULE)	ELECTRICAL			OPERATING WET WEIGHT (LBS.)	NOTES			
			TOTAL CFM	QTY.	WHEEL DIAMETER (IN.)	WHEEL WIDTH (%)	CFM/FAN	ESP * W.C.	RPM	HP/ FAN	BHP/ FAN	TOTAL HP	TOTAL BHP	OPERATING HZ	VOLTS-PHASE-HZ	TYPE	QTY./SIZE	THICKNESS (IN.)	INITIAL PD (* W.C.)				FINAL PD (* W.C.)	FACE VELOCITY (FPM)	VOLTS-PHASE-HZ			FLA	MCA	MOCP
AH-1	AAON	M3-0-060-108X-99	26,000	4	25.4	93	6,500	1.0	1,545	10	6.49	40	25.96		460-3-60	MERV 8	(15) 24"X24"	2	0.25	1.0	445	1,100	CC-AH-1	HC-AH-1	460-3-60	56	60	70	8,941	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
AH-2	AAON	M3-0-060-108X-99	26,000	4	25.4	93	6,500	1.0	1,545	10	6.49	40	25.96		460-3-60	MERV 8	(15) 24"X24"	2	0.25	1.0	445	1,100	CC-AH-2	HC-AH-2	460-3-60	56	60	70	8,941	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
AH-3	AAON	M3-0-060-108X-99	26,000	4	25.4	93	6,500	1.0	1,545	10	6.49	40	25.96		460-3-60	MERV 8	(15) 24"X24"	2	0.25	1.0	445	1,100	CC-AH-3	HC-AH-3	460-3-60	56	60	70	8,941	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
AH-4	AAON	M3-0-060-108X-99	26,000	4	25.4	93	6,500	1.0	1,545	10	6.49	40	25.96		460-3-60	MERV 8	(15) 24"X24"	2	0.25	1.0	445	1,100	CC-AH-4	HC-AH-4	460-3-60	56	60	70	8,941	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
AH-5	AAON	M3-0-060-108X-99	26,000	4	25.4	93	6,500	1.0	1,545	10	6.49	40	25.96		460-3-60	MERV 8	(15) 24"X24"	2	0.25	1.0	445	1,100	CC-AH-5	HC-AH-5	460-3-60	56	60	70	8,941	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
AH-6	AAON	M3-0-060-108X-99	26,000	4	25.4	93	6,500	1.0	1,545	10	6.49	40	25.96		460-3-60	MERV 8	(15) 24"X24"	2	0.25	1.0	445	1,100	CC-AH-6	HC-AH-6	460-3-60	56	60	70	8,941	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
AH-7	AAON	M3-0-060-108X-99	26,000	4	25.4	93	6,500	1.0	1,545	10	6.49	40	25.96		460-3-60	MERV 8	(15) 24"X24"	2	0.25	1.0	445	1,100	CC-AH-7	HC-AH-7	460-3-60	56	60	70	8,941	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
AH-8	AAON	M3-0-060-108X-99	26,000	4	25.4	93	6,500	1.0	1,545	10	6.49	40	25.96		460-3-60	MERV 8	(15) 24"X24"	2	0.25	1.0	445	1,100	CC-AH-8	HC-AH-8	460-3-60	56	60	70	8,941	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
AH-9	AAON	M3-0-060-108X-99	26,000	4	25.4	93	6,500	1.0	1,545	10	6.49	40	25.96		460-3-60	MERV 8	(15) 24"X24"	2	0.25	1.0	445	1,100	CC-AH-9	HC-AH-9	460-3-60	56	60	70	8,941	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11

- NOTES:
1. PROVIDE WITH STAINLESS STEEL CABINET SUITABLE FOR OUTDOOR USE.
 2. PROVIDE WITH 2" INSULATION MINIMUM.
 3. PROVIDE WITH INTEGRAL SMOKE DETECTOR FOR UNIT SHUTDOWN.
 4. CONTRACTOR TO PROVIDE WITH SEISMIC HOLD-DOWNS TO CONCRETE SUPPORT PAD. CONTRACTOR SHALL PROVIDE THIRD-PARTY SEISMIC CALCULATIONS AND CONNECTION DETAILS.
 5. PROVIDE EACH SUPPLY FAN WITH A DEDICATED VARIABLE FREQUENCY DRIVE (FOUR VFD'S TOTAL).
 6. PROVIDE WITH ARGUS BMS CONTROLS. CONTROLS SHALL BE INSTALLED AT THE FACTORY. SEE CONTROL DRAWINGS FOR UNIT CONTROL REQUIREMENTS.
 7. PROVIDE WITH 120V CONVENIENCE OUTLET TO BE POWERED SEPARATELY FROM UNIT.
 8. PROVIDE WITH ELECTRO-FIN COATINGS ON ALUMINUM FINS FOR CHILLED WATER COOLING COIL AND HEATING HOT WATER COIL.
 9. PROVIDE COOLING AND HEATING COILS WITH UV LIGHTS.
 10. PROVIDE FAN WITH BACKDRAFT DAMPER IN THE EVENT OF A FAN FAILURE.
 11. PROVIDE WITH 1,000 CFM EXHAUST FAN AND CARBON FILTER LOCATED IN THE RETURN AIR SECTION FOR SPACE EXHAUSTING.

INDOOR AIR HANDLER UNIT SCHEDULE

TAG	MANUFACTURER	MODEL	FAN WALL SUPPLY FANS												FILTERS					OUTSIDE AIR (CFM)	COOLING COIL (SEE COIL SCHEDULE)	HEATING COIL (SEE COIL SCHEDULE)	ELECTRICAL			OPERATING WET WEIGHT (LBS.)	NOTES			
			TOTAL CFM	QTY.	WHEEL DIAMETER	WHEEL WIDTH	CFM/FAN	ESP * W.C.	RPM	HP/ FAN	BHP/ FAN	TOTAL HP	TOTAL BHP	OPERATING HZ	VOLTS-PHASE-HZ	TYPE	QTY./SIZE	THICKNESS (IN.)	INITIAL PD (* W.C.)				FINAL PD (* W.C.)	FACE VELOCITY (FPM)	VOLTS-PHASE-HZ			FLA	MCA	MOCP
AH-10	AAON		5,000	2			2,500	2.0							460-3-60	MERV 8	(2) 24"X24" & (2) 12"X24"	2	0.25	1.0	416	300	CC-AH-10	HC-AH-10	460-3-60					1, 2, 3, 4, 5, 6, 7, 8
AH-11	AAON		5,000	2			2,500	2.0							460-3-60	MERV 8	(2) 24"X24" & (2) 12"X24"	2	0.25	1.0	416	1,100	CC-AH-10	HC-AH-10	460-3-60					1, 2, 3, 4, 5, 6, 7, 8

- NOTES:
1. PROVIDE WITH 2" INSULATION MINIMUM.
 2. CONTRACTOR TO PROVIDE WITH SEISMIC HOLD-DOWNS TO CONCRETE SUPPORT PAD. CONTRACTOR SHALL PROVIDE THIRD-PARTY SEISMIC CALCULATIONS AND CONNECTION DETAILS.
 3. PROVIDE EACH SUPPLY FAN WITH A DEDICATED VARIABLE FREQUENCY DRIVE (TWO VFD'S TOTAL).
 4. PROVIDE WITH ARGUS BMS CONTROLS. CONTROLS SHALL BE INSTALLED AT THE FACTORY. SEE CONTROL DRAWINGS FOR UNIT CONTROL REQUIREMENTS.
 5. PROVIDE WITH 120V CONVENIENCE OUTLET TO BE POWERED SEPARATELY FROM UNIT.
 6. PROVIDE WITH ELECTRO-FIN COATINGS ON ALUMINUM FINS FOR CHILLED WATER COOLING COIL AND HEATING HOT WATER COIL.
 7. PROVIDE RETURN FILTERS WITH UV LIGHTS.
 8. PROVIDE WITH SINGLE-POINT ELECTRICAL DISCONNECT.
 - 9.
 - 10.



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AIR HANDLER CHILLED WATER COOLING COIL SCHEDULE																
TAG	TOTAL CFM	CHILLED WATER COOLING COIL													NOTES	
		AREA (SQ. FT.)	FACE VELOCITY (FPM)	TOTAL (MBH)	SENSIBLE (MBH)	LATENT (MBH)	EAT (°F.)	LAT (°F.)	EWT (°F.)	LWT (°F.)	COIL ROWS	FPI	WATER FLOW (GPM)	WATER PD (FT.)		CONTROL VALVE
CC-AH-1	26,700						85	56	40	50					2-WAY	1
CC-AH-2	26,700						85	56	40	50					2-WAY	1
CC-AH-3	26,700						85	56	40	50					2-WAY	1
CC-AH-4	26,700						85	56	40	50					2-WAY	1
CC-AH-5	26,700						85	56	40	50					2-WAY	1
CC-AH-6	26,700						85	56	40	50					2-WAY	1
CC-AH-7	26,700						85	56	40	50					2-WAY	1
CC-AH-8	26,700						85	56	40	50					2-WAY	1
CC-AH-9	26,700						85	56	40	50					2-WAY	1
CC-AH-10							85	56	40	50					2-WAY	1
CC-AH-11							85	56	40	50					2-WAY	1

NOTES:
1. PROVIDE UV LIGHT FOR COOLING COIL.

COMBINATION OXYGEN AND CO2 MONITORING SYSTEM SCHEDULE								
TAG	MANUFACTURER	MODEL	OXYGEN RANGE (%)	CO2 RANGE (PPM)	ELECTRICAL	WEIGHT (LBS)	SERVICES	NOTES
					VOLTS			
OMS-1	COZMETER	RAD-0200	0 TO 30%	0 TO 2,000	24VDC	2	EXTRACTION ROOM	1, 2

NOTES:
1. PROVIDE WITH REMOTE CO2 AND O2 SENSORS.
2. PROVIDE WITH ELECTRICAL POWER MODULE.

AIR HANDLER HOT WATER HEATING COIL SCHEDULE																
TAG	TOTAL CFM	HOT WATER HEATING COIL													NOTES	
		AREA (SQ. FT.)	FACE VELOCITY (FPM)	TOTAL (MBH)	EAT (°F.)	LAT (°F.)	EWT (°F.)	LWT (°F.)	COIL ROWS	FPI	WATER FLOW (GPM)	WATER PD (FT.)	CONTROL VALVE			
HC-AH-1	26,700	60.0												2-WAY	1	
HC-AH-2	26,700	60.0												2-WAY	1	
HC-AH-3	26,700	60.0												2-WAY	1	
HC-AH-4	26,700	60.0												2-WAY	1	
HC-AH-5	26,700	60.0												2-WAY	1	
HC-AH-6	26,700	60.0												2-WAY	1	
HC-AH-7	26,700	60.0												2-WAY	1	
HC-AH-8	26,700	60.0												2-WAY	1	
HC-AH-9	26,700	60.0												2-WAY	1	
HC-AH-10	2,500													2-WAY	1, 2	
HC-AH-11	3,500													2-WAY	1, 2	

NOTES:
1. PROVIDE WITH ELECTRO-FIN COATING ON ALUMINUM FINS FOR HOT WATER HEATING COIL.
2. BASE THE AIR PRESSURE DROP ON 5,000 CFM FROM COOLING DESIGN AIR FLOW.

HUMIDIFIER SCHEDULE													
TAG	MANUFACTURER	MODEL	TYPE	CAPACITY (LBS./HR)	NUMBER OF ZONES	LBS./HR PER ZONE	ELECTRICAL				MOCP	SERVICE	NOTES
							VOLTS	PHASE	HZ	AMPS			
H-1	NORTEC	EL-005	IN-ROOM	1 TO 5	N/A	N/A	120	1	60	1.9 KW	20	EXTRACTION ROOM	
H-2	NORTEC	EL-005	IN-ROOM	1 TO 5	N/A	N/A	120	1	60	1.9 KW	20	PROCESSING ROOM	
H-3	NORTEC	EL-005	IN-ROOM	1 TO 5	N/A	N/A	120	1	60	1.9 KW	20	CLONE ROOM	
H-4	NORTEC	EL-005	IN-ROOM	1 TO 5	N/A	N/A	120	1	60	1.9 KW	20	VAULT ROOM	

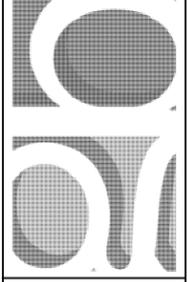
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DEHUMIDIFIER SCHEDULE											
TAG	MANUFACTURER	MODEL	TYPE	CAPACITY (PINTS/DAY)	ELECTRICAL				SERVICE	WEIGHT (LBS.)	NOTES
					VOLTS	PHASE	HZ	AMPS			
DH-1	GE	70-PINT	IN-ROOM	70 (8.75 GAL.)	120	1	60		DRY ROOM #1	45	
DH-2	GE	70-PINT	IN-ROOM		120	1	60		DRY ROOM #2	45	
DH-3	GE	70-PINT	IN-ROOM		120	1	60		DRY ROOM #3	45	

NOTES:

EVAP CONDENSING CHILLER SCHEDULE																				
TAG	MANUFACTURER	MODEL	NET CAPACITY (TR)	EVAPORATOR				INTEGRAL CHILLED WATER PUMPS				EER	EER (NPLV)	AMBIENT DESIGN CONDITIONS		SINGLE POINT ELECTRICAL			OPERATING WEIGHT (LBS.)	NOTES
				PD (PSI)	EWT ° F.	LWT ° F.	GPM	FT. HD.	HP	QTY	DB (°F.)			WB (°F.)	VOLTS-PHASE-HZ	MCA	MOCP			
CH-1	AAON	LL-350-3-A	338.56	4	50	40	770	76	25	2	16.16	20.43	95	75	460-3-60	495	600	57,021	1, 2	
CH-2	AAON	LL-350-3-A	338.56	4	50	40	770	76	25	2	16.16	20.43	95	75	460-3-60	495	600	57,021	1, 2	

NOTES:
1. PROVIDE WITH INTEGRAL PUMPING PACKAGE (2 PUMPS).
2. PROVIDE WITH R-134A REFRIGERANT.
3.
4.



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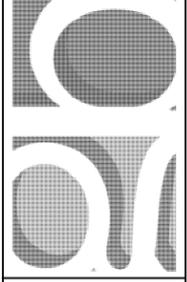
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FOUR-PIPE FAN COIL SCHEDULE																					
TAG	MANUFACTURER	MODEL	SERVES	SUPPLY FAN						RADIATED LWA / dBA	VENTILATION AIR (CFM)	COOLING COIL									
				CFM	ESP (* W.C)	RPM	BHP	HP	VOLTS-PHASE-HZ			TOTAL (MBH)	SENSIBLE (MBH)	EAT (° F.)	LAT (° F.)	EWT (° F.)	LWT (° F.)	COIL ROWS	FPI	WATER FLOW (GPM)	WATER PD (FT.)
FC-1	AAON		EXTRACTION ROOM		0.25				460-3-60												3-WAY
FC-2	AAON		PROCESSING ROOM		0.25				460-3-60												3-WAY
FC-3	AAON		DRY ROOM #1		0.25				460-3-60												3-WAY
FC-4	AAON		DRY ROOM #2		0.25				460-3-60												3-WAY
FC-5	AAON		DRY ROOM #3		0.25				460-3-60												3-WAY
FC-6	AAON		CLONING ROOM		0.25				460-3-60												3-WAY
FC-7	AAON		PACKAGING ROOM		0.25				460-3-60												3-WAY
FC-8	AAON		VAULT ROOM		0.25				460-3-60												3-WAY
FC-9	AAON		ELECTRICAL ROOM		0.25				460-3-60												3-WAY
FC-10	AAON		BOILER ROOM		0.25				460-3-60												3-WAY

NOTES:
 1. PROVIDE WITH COOLING COIL.
 2. PROVIDE WITH HEATING COIL.
 3. PROVIDE FAN COIL WITH INVERTER-DUTY RATED FAN MOTOR AND VARIABLE FREQUENCY DRIVE (ABB CH-550 OR EQUIVALENT).
 4. PROVIDE WITH FACTORY FILTER RACK AT UNIT INLET AND MERV 13 FILTERS.

MATCH LINE

HEATING COIL												MERV 13 FILTERS		OPERATING WEIGHT (LBS.)	NOTES
TOTAL (BTUH)	EAT (° F.)	LAT (° F.)	EWT (° F.)	LWT (° F.)	COIL ROWS	FPI	WATER FLOW (GPM)	WATER PD (FT.)	CONTROL VALVE	QT'Y.	SIZE (IN.)				
									3-WAY					1, 2, 3, 4	
									3-WAY					1, 2, 3, 4	
									3-WAY					1, 2, 3, 4	
									3-WAY					1, 2, 3, 4	
									3-WAY					1, 2, 3, 4	
									3-WAY					1, 2, 3, 4	
									3-WAY					1, 2, 3, 4	
									3-WAY					1, 2, 3, 4	
									3-WAY					1, 2, 3, 4	
									3-WAY					1, 2, 3, 4	



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SCHEDULES
 NEW YORK MEDICAL GROWERS, LLC NEW GREENHOUSES
 223 Mineral Springs Road Cobleskill, NY 12043

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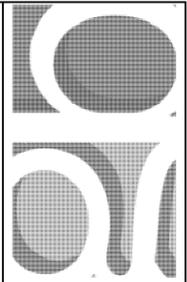
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VARIABLE AIR VOLUME (VAV) TERMINAL WITH HOT WATER HEATING COIL SCHEDULE																					
TAG	MANUFACTURER	MODEL NO.	UNIT SIZE	COOLING DESIGN CFM	COOLING EAT (°F.)	MINIMUM TURNDOWN CFM	MINIMUM OUTSIDE AIR CFM	DISCHARGE NC	INLET SP (IN.WC.)	HEATING COIL PERFORMANCE											
										AIR PD (IN. WC.)	HEATING CFM	EAT (°F.)	LAT (°F.)	CAPACITY (MBH)	EWT (°F.)	LWT (°F.)	COIL ROWS	FPI	WATER FLOW (GPM)	WATER PD (FT.)	CONTROL VALVE
VAV-1	PRICE	SDV-5							1.0			55			150	120					3-WAY
VAV-2	PRICE	SDV-5							1.0			55									3-WAY
VAV-3	PRICE	SDV-5							1.0			55									3-WAY
VAV-4	PRICE	SDV-5							1.0			55									3-WAY
VAV-5	PRICE	SDV-5							1.0			55									3-WAY
VAV-6	PRICE	SDV-5							1.0			55									3-WAY
VAV-7	PRICE	SDV-5							1.0			55									3-WAY
VAV-8	PRICE	SDV-5							1.0			55									3-WAY
VAV-9	PRICE	SDV-5							1.0			55									3-WAY
VAV-10	PRICE	SDV-5							1.0			55									3-WAY
VAV-11	PRICE	SDV-5							1.0			55									3-WAY
VAV-12	PRICE	SDV-5							1.0			55									3-WAY

RETURN FAN SCHEDULE														
TAG	MANUFACTURER	MODEL	TYPE	Q	ESP	FAN	FAN	ELECTRICAL			WEIGHT	SOUND DATA	SERVICES	NOTES
				(CFM)	(IN. W.C.)	RPM	EFFICIENCY (%)	BHP	HP	VOLTS/PHASE/HZ	(LBS)			
RF-1	GREENHECK												AH-11	
NOTES:														

EXHAUST FAN SCHEDULE														
TAG	MANUFACTURER	MODEL	TYPE	Q	ESP	FAN	FAN	ELECTRICAL			WEIGHT	SOUND DATA	SERVICES	NOTES
				(CFM)	(IN. W.C.)	RPM	EFFICIENCY (%)	BHP	HP	VOLTS/PHASE/HZ	(LBS)			
EF-1	GREENHECK												EXTRACTION ROOM	
EF-2	GREENHECK												PROCESSING ROOM BENCH HOOD	
EF-3	GREENHECK												PROCESSING ROOM OVEN HOOD	
EF-4	GREENHECK												GRINDING ROOM	
EF-5	GREENHECK												BREAK ROOM	
EF-6	GREENHECK												MENS/WOMENS STAFF RESTROOMS	
EF-7	GREENHECK												MENS/WOMENS LOCKER ROOMS	
NOTES:														

CEILING EXHAUST FAN SCHEDULE										
TAG	MANUFACTURER	MODEL	Q	SP	ELECTRICAL		WEIGHT	SONES	SERVES	NOTES
			(CFM)	(IN.)	(W)	V / PH / HZ	(LBS)			
CEF-1	GREENHECK								ADA RESTROOM	1, 2
NOTES: 1. PROVIDE WITH SPEED CONTROLLER. 2. SWITCH WITH LIGHT.										



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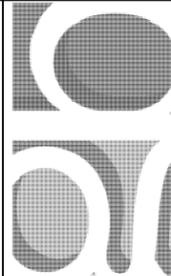
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CIRCULATING FAN SCHEDULE												
TAG	MANUFACTURER	MODEL	TYPE	Q	SP	FAN RPM	ELECTRICAL		WEIGHT (LBS)	SOUND DATA dB(A)	SERVICES	NOTES
				(CFM)	(IN. W.C.)		AMPS	VOLTS/PHASE/HZ				
CF-1	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	VEG ZONE	1
CF-2	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	VEG ZONE	1
CF-3	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	VEG ZONE	1
CF-4	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	VEG ZONE	1
CF-5	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	VEG ZONE	1
CF-6	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	VEG ZONE	1
CF-7	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	FLOWER 1 ZONE	2
CF-8	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	FLOWER 1 ZONE	2
CF-9	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	FLOWER 1 ZONE	2
CF-10	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	FLOWER 1 ZONE	2
CF-11	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	FLOWER 1 ZONE	2
CF-12	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	FLOWER 1 ZONE	2
CF-13	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	FLOWER 2 ZONE	3
CF-14	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	FLOWER 2 ZONE	3
CF-15	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	FLOWER 2 ZONE	3
CF-16	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	FLOWER 2 ZONE	3
CF-17	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	FLOWER 2 ZONE	3
CF-18	DRAMM AME	350/4 AME HAF	HORIZONTAL AIR CIRCULATOR	1,930	0 (ZERO)	1,450	1.0	240/1/60	10	47	FLOWER 2 ZONE	3

NOTES:
 1. PROVIDE ONE DRAMM PS-10 SPEED CONTROLLER TO THE CONTROL SIX FANS FOR THE VEG ZONE.
 2. PROVIDE ONE DRAMM PS-10 SPEED CONTROLLER TO THE CONTROL SIX FANS FOR THE FLOWER 1 ZONE.
 3. PROVIDE ONE DRAMM PS-10 SPEED CONTROLLER TO THE CONTROL SIX FANS FOR THE FLOWER 2 ZONE.

VARIABLE FREQUENCY DRIVE SCHEDULE										
TAG	MANUFACTURER	MODEL NUMBER	VFD LOCATION	EQUIPMENT SERVED	EQUIPMENT TAG	EQUIPMENT HP	VFD HP	ELECTRICAL	EMERGENCY POWER	NOTES
								VOLTS-PHASE-HZ		
VFD-R-1	ABB	ACH-550	BOILER ROOM	RETURN FAN	RF-1	5	5	460-3-60	NO	1, 2, 3
VFD-HWP-4	ABB	ACH-550	BOILER ROOM	HEATING HOT WATER SECONDARY PUMP	HWP-4	7-1/2	7-1/2	460-3-60	YES	1, 2, 3
VFD-HWP-5	ABB	ACH-550	BOILER ROOM	HEATING HOT WATER SECONDARY PUMP	HWP-5	7-1/2	7-1/2	460-3-60	YES	1, 2, 3
VFD-HWP-6	ABB	ACH-550	BOILER ROOM	HEATING HOT WATER SECONDARY PUMP	HWP-6	7-1/2	7-1/2	460-3-60	YES	1, 2, 3
VFD-HWP-7	ABB	ACH-550	BOILER ROOM	HEATING HOT WATER SECONDARY PUMP	HWP-7	7-1/2	7-1/2	460-3-60	YES	1, 2, 3

NOTES:
 1. PROVIDE WITH LINE REACTORS AND HARMONIC FREQUENCY SKIP.
 2. PROVIDE WITH WALL MOUNTED NEMA-1 ENCLOSURE.
 3. PROVIDE WITH TWO PHENOLIC LABELS WITH BLACK BACKGROUND AND 1" HIGH WHITE LETTERS. PLACE ON FRONT FACE OF VFD. LABELS SHALL INDICATE VFD NUMBER AND EQUIPMENT SERVED BY VFD RESPECTIVELY.



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AGAM UNIT SCHEDULE																
TAG	MANUFACTURER	MODEL	SERVES	HOT WATER HEATING					CHILLED WATER COOLING					ELECTRICAL		OPERATING WEIGHT (LBS.)
				SENSIBLE (MBH)	EWT (° F.)	LWT (° F.)	WATER FLOW (GPM)	WATER PD (FT.)	TOTAL (MBH)	EWT (° F.)	LWT (° F.)	WATER FLOW (GPM)	WATER PD (FT.)	KW	VOLTS-PHASE-HZ	
AG-1	AGAM GREENHOUSE USA	VLHC 1020SC	FLOWER 1 ZONE	220	185	166	24	16	130	40	50	26	16	2.5	230-1-60	990
AG-2	AGAM GREENHOUSE USA	VLHC 1020SC	FLOWER 1 ZONE	220	185	166	24	16	130	40	50	26	16	2.5	230-1-60	990
AG-3	AGAM GREENHOUSE USA	VLHC 1020SC	FLOWER 2 ZONE	220	185	166	24	16	130	40	50	26	16	2.5	230-1-60	990
AG-4	AGAM GREENHOUSE USA	VLHC 1020SC	FLOWER 2 ZONE	220	185	166	24	16	130	40	50	26	16	2.5	230-1-60	990
AG-5	AGAM GREENHOUSE USA	VLHC 1020SC	VEG ZONE	220	185	166	24	16	130	40	50	26	16	2.5	230-1-60	990
AG-5	AGAM GREENHOUSE USA	VLHC 1020SC	VEG ZONE	220	185	166	24	16	130	40	50	26	16	2.5	230-1-60	990

CHEMICAL POT FEED SCHEDULE						
TAG	MANUFACTURER	MODEL	DIMENSIONS		OPERATING WEIGHT (LBS.)	NOTES
			HEIGHT (IN.)	DIA. (IN.)		
CHEM-1	GRISWOLD	FB-5	21	10	30	1

NOTES:
1. PROVIDE WITH PEDESTAL.

BOILER SCHEDULE											
TAG	MANUFACTURER	MODEL	CAPACITY (MBH)		EWT (° F.)	LWT (° F.)	NUMBER OF STAGES	ELECTRICAL		OPERATING WEIGHT (LBS.)	REMARKS
			INPUT	OUTPUT				VOLTS-PHASE-HZ	FLA		
B-1	RBI	FUTERA III MB-2500	2,500	2,175	150	185	7	230-1-60	10	3,000	1, 2, 3, 4, 5, 6, 7
B-2	RBI	FUTERA III MB-2500	2,500	2,175	150	185	7	230-1-60	10	3,000	1, 2, 3, 4, 5, 6, 7
B-3	RBI	FUTERA III MB-2500	2,500	2,175	150	185	7	230-1-60	10	3,000	1, 2, 3, 4, 5, 6, 7

NOTES:
1. PROVIDE WITH RELIEF VALVE SET TO 75 PSI.
2. PROVIDE WITH MODULATING CONTROLS AND GATEWAY INTERFACE TO BMS SYSTEM.
3. PROVIDE WITH GAS TRAIN SUITABLE FOR USE IN NEW YORK.
4. PROVIDE WITH KEYBOARD DISPLAY MODULE.
5. PROVIDE WITH CAST IRON PUMP.
6. PROVIDE WITH CUPRONICKEL HEAT EXCHANGER.
7. PROVIDE WITH MAIN FLAME STATUS CONTACT.

EXPANSION TANK SCHEDULE								
TAG	MANUFACTURER	MODEL	TANK VOLUME (GALLONS)	ACCEPTANCE VOLUME (GALLONS)	DIMENSIONS		OPERATING WEIGHT (LBS.)	NOTES
					HEIGHT (IN.)	DIA. (IN.)		
ET-1	WESSELS	NLA-600	158	158	65	30	1,700	1

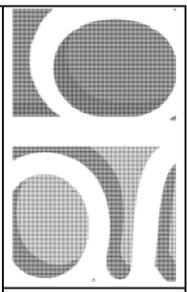
NOTES:
1. FOR HYDRONIC HOT WATER HEATING SYSTEM.

PUMP SCHEDULE												
TAG	MANUFACTURER	MODEL	GPM	HEAD (FT.)	BHP	HP	RPM	ELECTRICAL		SERVICE	WEIGHT (LBS.)	NOTES
								VOLTS-PHASE-HZ	FLA			
HWP-1	BELL & GOSSETT	SERIES 80 4X4X7	174	10.0	0.65	1	1,150	230-1-60		HEATING HOT WATER PRIMARY PUMP (B-1)	200	1
HWP-2	BELL & GOSSETT	SERIES 80 4X4X7	174	10.0	0.65	1	1,150	230-1-60		HEATING HOT WATER PRIMARY PUMP (B-2)	200	1
HWP-3	BELL & GOSSETT	SERIES 80 4X4X7	174	10.0	0.65	1	1,150	230-1-60		HEATING HOT WATER PRIMARY PUMP (B-3)	200	1
HWP-4	BELL & GOSSETT	E-1510 1.25AD	220	50.0	3.69	7.5	1,150	460-3-60		HEATING HOT WATER SECONDARY PUMP	436	1, 2, 3
HWP-5	BELL & GOSSETT	E-1510 1.25AD	220	50.0	3.69	7.5	1,150	460-3-60		HEATING HOT WATER SECONDARY PUMP	436	1, 2, 3
HWP-6	BELL & GOSSETT	E-1510 1.25AD	220	50.0	3.69	7.5	1,150	460-3-60		HEATING HOT WATER SECONDARY PUMP	436	1, 2, 3
HWP-7	BELL & GOSSETT	E-1510 1.25AD	220	50.0	3.69	7.5	1,150	460-3-60		HEATING HOT WATER SECONDARY PUMP	436	1, 2, 3

NOTES:
1. THIS PUMP IS FOR HEATING HOT WATER APPLICATION.
2. MOTOR SHALL BE INVERTER DUTY RATED FOR USE WITH VARIABLE FREQUENCY DRIVE.
3. PROVIDE WITH LARGEST IMPELLER AVAILABLE.

AIR & DIRT SEPARATOR SCHEDULE						
TAG	MANUFACTURER	MODEL	WEIGHT (LBS.)	MAX. FLOW (GPM)	SERVICE	REMARKS
AS-1	SPIROTHERM	VDT-800	436	800	HEATING HOT WATER	1

NOTES:
1. PROVIDE WITH FLANGED CONNECTION.



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PIPING DIAGRAMS

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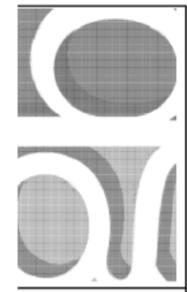
CONTROL DIAGRAMS

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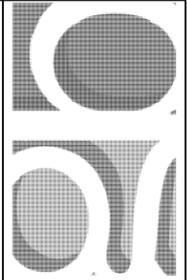
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P0.01	LEGEND AND SYMBOLS
P2.00	SITE PLAN - PLUMBING
P2.01	GREENHOUSE FLOOR PLAN - PLUMBING
P2.02	HEADHOUSE FLOOR PLAN - WEST SIDE PLUMBING
P2.03	HEADHOUSE FLOOR PLAN - EAST SIDE PLUMBING
P5.01	SCHEDULES
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IR2.01	GREENHOUSE FLOOR PLAN - IRRIGATION
IR2.02	HEADHOUSE FLOOR PLAN WEST - IRRIGATION
IR2.03	HEADHOUSE FLOOR PLAN EAST - IRRIGATION
IR4.01	DETAILS
IR6.01	FLOW DIAGRAMS



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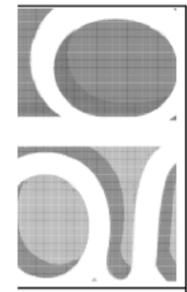
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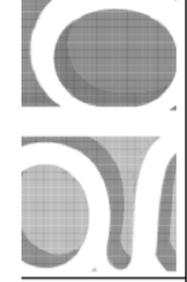
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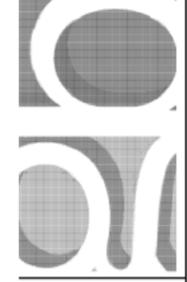
GUTTMANN & BLAEVOET
CONSULTING ENGINEERS
2351 Powell Street
San Francisco, CA. 94133-1449
P 415 655 4000 F 415 655 4001
E g&b@gb-eng.com

SITE PLAN - PLUMBING

NEW YORK MEDICAL GROWERS, LLC - NEW GREENHOUSES
223 Mineral Springs Road Cobleskill, NY 12043

Scale:
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CAD DEPT
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ENGR STAFF
Date:
06-02-2015
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GREENHOUSE FLOOR PLAN - PLUMBING

NEW YORK MEDICAL GROWERS, LLC NEW GREENHOUSES
223 Mineral Springs Road Cobleskill, NY 12043

Scale:
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DATE: 11/15/15

**HEADHOUSE FLOOR PLAN - WEST SIDE
PLUMBING**

NEW YORK MEDICAL GROWERS, LLC - NEW GREENHOUSES
223 Mineral Springs Road Cobleskill, NY 12043

Scale:
AS NOTED

Drawn by:
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ENGR STAFF

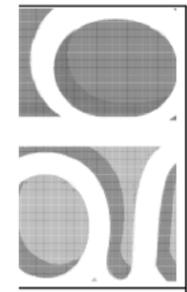
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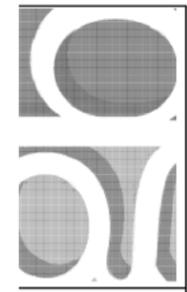
UNIVERSITY
**HEADHOUSE FLOOR PLAN - EAST SIDE
PLUMBING**

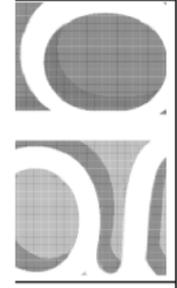
NEW YORK MEDICAL GROWERS, LLC NEW GREENHOUSES
223 Mineral Springs Road Cobleskill, NY 12043

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SCHEDULES

NEW YORK MEDICAL GROWERS, LLC - NEW GREENHOUSES
223 Mineral Springs Road Cobleskill, NY 12043

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Date:
06-02-2015

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NYM-001

Sheet Number:

P5.01

PIPING DIAGRAMS

NEW YORK MEDICAL GROWERS, LLC - NEW GREENHOUSES
223 Mineral Springs Road Cobleskill, NY 12043

Scale:
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Date:
06-02-2015

Job No.
NYM-001

Sheet Number:

P6.01

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Orthodox Union



UNION OF ORTHODOX JEWISH CONGREGATIONS OF AMERICA • איחוד קהילות האורתודוקסים באמריקה
ELEVEN BROADWAY / NEW YORK, NY 10004 / 212-613-8241 / FAX: 212-613-0752 / WWW.OUKOSHER.ORG

נס"ד

KASHRUTH DIVISION

MARTIN NACHIMSON
President

HARVEY BLITZ
Chairman

DAVID FUND
Vice Chairman

RABBI MENACHEM GENACK
Robbinic Administrator, CEO

RABBI ALEXANDER S. ROSENBERG
Robbinic Administrator (1950-1972)

April 30, 2015

Joseph Klein, Esq., CPA.
New York Medical Growers, LLC
2926 Avenue L
Brooklyn, NY 11210

Re: Kosher Certification/New York State Medical Marijuana Program

Dear Mr. Klein:

Thank you for reaching out to us seeking possible OU Kosher Certification for medical marijuana that you seek to manufacture for New York State residents. We understand that you are still in the process of obtaining the license to manufacture the drug, and that upon such approval, you would like to enter into a formal agreement for us to provide such certification.

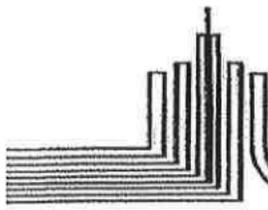
After considering the matter, we are pleased to advise that the Orthodox Union would be willing to work with your company to provide such certification, subject to a formal agreement reached between the Orthodox Union and your company. We further understand that such arrangement is subject to approval by the New York State Department of Health and subject to their oversight. We are prepared to have sufficient staff to conduct the necessary inspections at your premises located in Schoharie County, NY. Finally, you have advised that both your company and New York State Department of Health have strict safety and security requirements at your plant. Being that we are the largest well-respected kosher certification organization in the world, we are confident that we can provide the certification while not jeopardizing your security plan and procedures.

Good luck with the application process and please advise us if you are successful in securing the license so we can formally enter into a contact to provide you with our services.

Regards,



Rabbi Moshe Elefant
Chief Operating Officer



GREATER NEW YORK HEALTH CARE FACILITIES ASSOCIATION

519 Eighth Avenue, 16th Floor, New York, NY, 10018
Phone: 212-643-2828 Fax: 212-643-2956 www.gnyhcfa.org

June 3, 2015

To Whom It May Concern:

My name is Michael Balboni and I am the Executive Director of the Greater New York Health Care Facility Association. Prior to this appointment, I was a New York State Assemblyman, Senator and Cabinet office for two Governors. During my time in government and in my role as Executive Director, I have had the opportunity to work with many owners in the Long Term Care Community.

I have known Liebel Rubin for several years. He is a Licensed Nursing Administrator by the State of New York and has been in healthcare administration/management for the past 22 years.

His experience includes taking over facilities in receivership and turning them around both from a profit and a care perspective. He has always demonstrated a keen appreciation for the needs of the residents in his facilities. In addition, he has made service of the special needs population, (Traumatic Brain Injury, Neuropsychiatric, and the younger population) his specialty.

He currently is the Operator and Executive Director of five prominent nursing homes. Many of these facilities are licensed for Traumatic Brain Injury care. These facilities have excellent operating records and meet or exceed all of the stated regulatory compliance standard.

Lastly, Mr. Rubin is respected and revered within the community and his advice is sought after by many in the field.

Please contact me should you have any questions regarding this letter.

Very Truly Yours

Michael Balboni
Executive Director

THE VILLAGE OF COBLESKILL



www.cobleskillpolice.com

COBLESKILL POLICE DEPARTMENT

CHIEF RICHARD BIALKOWSKI

378 MINERAL SPRINGS RD

COBLESKILL, NY 12043

518-234-2923

May 27th, 2015

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

Re: Application for N.Y.S. Medical Marijuana Program Registration

Dear Commissioner Zucker:

I am writing this letter on behalf of New York Medical Growers, LLC application to become a Registered Organization with your Department to manufacture and dispense medical marijuana. After having spoken with the applicant, I have no reason to believe that the applicant will not comply with all applicable state and local laws. The applicant has previously reached out to the Cobleskill Police Department to discuss their project and even sought out recommendations for a Security Consultant as well as inquired about retired law enforcement officers working as Security Officers. I was able to provide the applicant with some suggestions and appreciate their efforts to involve the local community and the Cobleskill Police Department in their application process. I fully expect that they will be cooperative with all requirements of the application process.

I have been advised that the applicant has hired Richard Nikolaus to serve as their Security Consultant. Richard is a former certified police officer with the Schoharie County Sheriff's Office and has extensive experience with security management and operations in the pharmaceutical industry. I am confident that Mr. Nikolaus, utilizing his knowledge, skills, and experience, will ensure that the applicant complies with all applicable state and local laws. Should the applicant be granted a registration, I look forward to working with them in the future. Also, the applicant's proposed location is in very close proximity to the Cobleskill Police Department.

Should you have any questions regarding this letter, please feel free to contact me. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Richard Bialkowski".

Richard Bialkowski, Chief of Police

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

Re: Application for N.Y.S. Medical Marijuana Program Registration

Dear Commissioner Zucker:

I am writing this letter in support of New York Medical Growers, LLC application to become a Registered Organization with your Department to manufacture and dispense medical marijuana. At Ezra medical, we are dedicated to the provision of health care to those who have limited access to health care services. We applaud the state for passing the Compassionate Care Act and the Department of Health for implementing the program in an expeditious manner. Many of our clients suffer from the various qualifying conditions specified in the law. In addition to the health care services that we provide, it is our hope that the New York Medical Growers will be a place where our patients can go to alleviate their pain and suffering. Given our experience in the health care industry, I recognize the strict regulation required to operate a Registered Organization with your Department. I am confident that the applicant will comply with all applicable state and local laws.

In addition, New York Medical Growers has taken steps to ensure that their medical marijuana products will be certified Kosher by the Orthodox Union. This is an important step to make sure that all patients regardless of religious affiliations or beliefs can have access to medical marijuana products should a doctor recommend this. This step illustrates New York Medical Growers' commitment to the patients of New York and their desire to make their medical marijuana products as widely available as possible. Ezra medical welcomes the addition of Registered Organizations to the health care field and hopes that their existence will present yet another option for patients that are suffering in New York.

Sincerely



Avrohom Lichtenstein
Chief Operation Officer
718 686 2015
alichtenstin@ezramedical.org

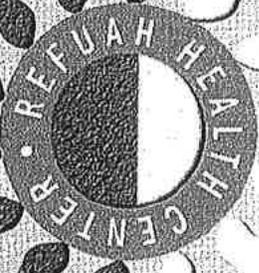
REFUAH HEALTH CENTER

728 NORTH MAIN STREET
SPRING VALLEY, NY 10977

TEL. 845-354-9300

FAX 845-354-9448

TDD 800-662-1220



June 3, 2015

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

Re: Application of New York Medical Growers for Medical Marijuana
Program Registration

Dear Commissioner Zucker:

On behalf of Refuah Health Center, Inc. ("Refuah"), I am writing in support of New York Medical Growers, LLC application to become a Registered Organization with your Department to manufacture and dispense medical marijuana. As a federally qualified health center, Refuah is committed to providing high-quality, affordable care through a compassionate and culturally-sensitive approach which takes into account the social, cultural, and economic realities of our patients. Refuah services a diverse group of patients, with a variety of healthcare conditions and needs, and recognizes the need for access to alternative therapies to alleviate the pain and suffering of patients in our community. Refuah appreciates the strict regulation required to operate a Registered Organization in the State of New York and supports the application of qualified candidates capable of complying with all applicable state and local laws and regulations.

Furthermore, part of Refuah's mission is ensuring that patients in its community have the ability to access healthcare services in a culturally-sensitive manner. The Orthodox Jewish community in Rockland County represents one of the key cultural groups that are encompassed within Refuah's service area. It

REFUAH HEALTH CENTER IS AN EQUAL OPPORTUNITY PROVIDER, AND EMPLOYER.



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:	New York Medical Growers, LLC
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	B, Dispensary
Building Construction Type and Classification:	Commercial Retail Center
Facility Address:	294 Main Street, Nyack, New York
Primary Contact Telephone number:	212-495-8133
Primary Contact Fax number:	212-419-3893
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).		Lease Area = 2,181 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).		
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).		
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).		
10	Construction Classification	602		Provide Construction Classification per each building included in Application.		
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.		



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).		
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.		
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.		
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.		
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.		
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.		



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 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.		
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)		



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 Required.	Not Required.
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.		
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: 2181/100=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 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.
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 68' 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.
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 building plan.
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.	Not Applicable. 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 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.
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	
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.		



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	1 W.C. & Lav per Gender 1 Drinking Fountain 1 Service Sink	WC:1 female,1 male Lav:1 female,1 male 2 Drinking,1 Service Sink
48	Available Street Water Pressure			Provide the available street or well water pressure.		
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.		

294 MAIN STREET
NYACK, NEW YORK



DISPENSARY FLOOR PLAN

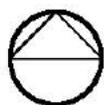
NEW YORK MEDICAL GROWERS

MAY 30, 2015





294 MAIN STREET
NYACK, NEW YORK



DISPENSARY SITE PLAN

NEW YORK MEDICAL GROWERS



294 MAIN STREET
NYACK, NEW YORK



EGRESS PLAN & DIMENSIONS

NEW YORK MEDICAL GROWERS

MAY 30, 2015





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:	New York Medical Growers, LLC
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	B, Dispensary
Building Construction Type and Classification:	Muti-Story Commercial
Facility Address:	32-56 Steinway Street, Queens, New York
Primary Contact Telephone number:	212-495-8133
Primary Contact Fax number:	212-419-3893
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, ECC: 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).		Lease Area = 1,589 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).		
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).		
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).		
10	Construction Classification	602		Provide Construction Classification per each building included in Application.		
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.		



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).		
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.		
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.		
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.		
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.		
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.		



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.		
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input 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.		
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.		
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.		
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)		



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.		
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.		
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: 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.	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 lease 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. No ramps in lease area.
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 48' 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.
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' for F-1 with sprinklers.	Not Applicable. No dead end corridors in lease area.
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	Not Applicable.
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	Not Applicable.	Not Applicable.
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	Not Applicable	Not Applicable.



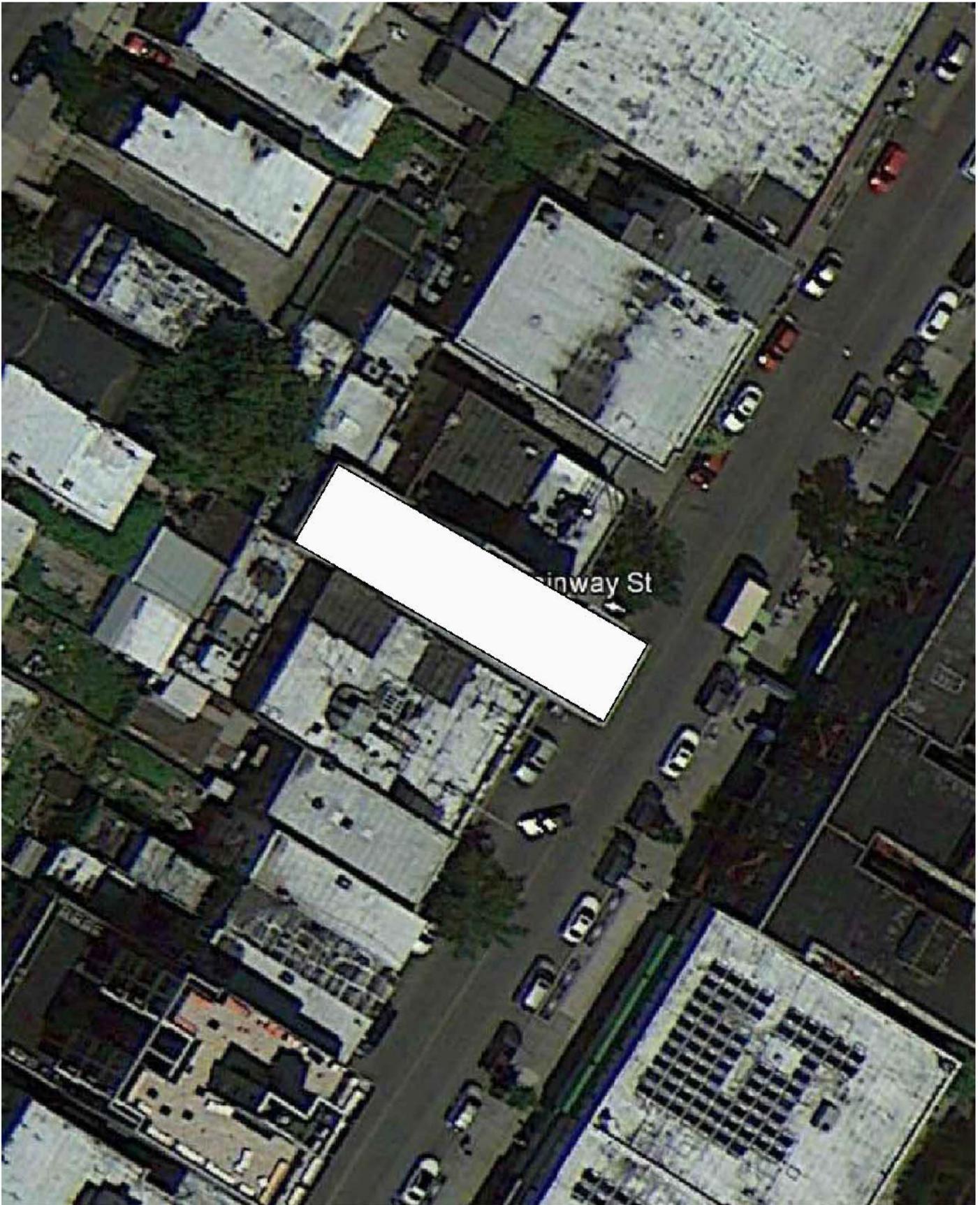
Appendix B – Architectural Program

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
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 in lease area.
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	
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.		

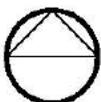


Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	1 Unisex W.C. & Lav. 1 Drinking Fountain	WC:1 Unisex Lav:1 unisex
48	Available Street Water Pressure			Provide the available street or well water pressure.		
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.		



32-56 STEINWAY STREET
QUEENS, NEW YORK



DISPENSARY SITE AERIAL
NEW YORK MEDICAL GROWERS



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

STEINWAY (STEINWAY AVENUE)
(IRREG WIDTH)
(SUBWAY UNDER) **STREET**

32-56 STEINWAY STREET
QUEENS, NEW YORK



DISPENSARY SITE PLAN

NEW YORK MEDICAL GROWERS



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

32-56 STEINWAY STREET
QUEENS, NEW YORK



DISPENSARY FLOOR PLAN
NEW YORK MEDICAL GROWERS



32-56 STEINWAY STREET
QUEENS, NEW YORK



EGRESS & DIMENSIONS
NEW YORK MEDICAL GROWERS





Section A: Business Entity Information

1. Business Name: New York Medical Growers, LLC

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

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

4. Phone: 212-495-8133

5. Fax: 212-419-3893

6. Email: jk@bouldercapitalgroup.com

7. Business Address: 2926 Avenue L

8. City: Brooklyn

9. State: NY

10. ZIP Code: 11210

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

12. City:

13. State:

14. ZIP Code:

Section B: Primary Contact Information

15. Name: Joseph Klein, Esq.

16. Title: Managing Member

17. Phone: 212-495-8133

18. Fax: 212-419-3893

19. Email: jk@bouldercapitalgroup.com

20. Mailing Address: 2926 Avenue L

21. City: Brooklyn

22. State: NY

23. ZIP Code: 11210

Section C: Proposed Manufacturing Facility Information

24. Proposed Facility Name: Cobleskill New York Medical Growers Facility at SUNY-CAS

25. Proposed Facility Address: 223 Mineral Springs Road

26. City: Cobleskill

27. State: NY

28. ZIP Code: 12043

29. County:

Schoharie

30. Property Status (choose one):

- [] Owned by the applicant
[checked] Leased by the applicant
[] Other: STARTUP NY Eligible, option to lease signed

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

31. Proposed Hours of Operation:

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

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



32. Proposed Facility Name: None
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: Albany Dispensing Facility
41. Proposed Facility Address: 448 Sand Creek Road
42. City: Albany 43. State: NY 44. ZIP Code: 12205
45. County: Albany 46. Property Status (choose one):
47. Proposed Hours of Operation:
Section E: Proposed Dispensing Facility #2 Information
48. Proposed Facility Name: Buffalo Dispensing Facility
49. Proposed Facility Address: 2319 Sheridan Drive
50. City: Tonawanda 51. State: NY 52. ZIP Code: 14223
53. County: Erie 54. Property Status (choose one):



55. Proposed Hours of Operation:

Monday: 9:00am to 9:00pm Friday: 9:00am to 9:00pm
Tuesday: 9:00am to 9:00pm Saturday: 9:00am to 9:00pm
Wednesday: 9:00am to 9:00pm Sunday: 9:00am to 9:00pm
Thursday: 9:00am to 9:00pm

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: Rockland Dispensing Facility

57. Proposed Facility Address: 294 Main Street

58. City: Nyack

59. State: NY

60. ZIP Code: 10960

61. County: Rockland

62. Property Status (choose one):

- Owned by the applicant
Leased by the applicant
Other: Negotiating lease/option contract to lease property

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

63. Proposed Hours of Operation:

Monday: 9:00am to 9:00pm Friday: 9:00am to 9:00pm
Tuesday: 9:00am to 9:00pm Saturday: 9:00am to 9:00pm
Wednesday: 9:00am to 9:00pm Sunday: 9:00am to 9:00pm
Thursday: 9:00am to 9:00pm

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: New York City Dispensing Facility

65. Proposed Facility Address: 32-56 Steinway Street

66. City: Queens

67. State: NY

68. ZIP Code: 11103

69. County: Queens

70. Property Status (choose one):

- Owned by the applicant
Leased by the applicant
Other: Negotiating lease/option contract to lease property

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

71. Proposed Hours of Operation:

Monday: 9:00am to 9:00pm Friday: 9:00am to 9:00pm
Tuesday: 9:00am to 9:00pm Saturday: 9:00am to 9:00pm
Wednesday: 9:00am to 9:00pm Sunday: 9:00am to 9:00pm
Thursday: 9:00am to 9:00pm



Section H: Legal Disclosures

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

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

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

OR

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

Yes No

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

74.

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

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

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

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



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

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

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

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

Section I: Required Attachments

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

77. The applicant has enclosed a non-refundable application fee in the amount of \$10,000.

Applications received without the \$10,000 application fee will not be considered.

78. The applicant has enclosed a conditionally refundable registration fee in the amount of \$200,000.

Applications received without the \$200,000 registration fee will not be considered.

The \$200,000 registration fee will be refunded to applicants that are not selected as registered organizations.

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

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

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

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



- 83. The applicant has attached an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures, and contains the components set forth in 10 NYCRR § 1004.5(b)(4), and labeled the operating plan as "**Attachment D – Operating Plan**" with the information clearly labeled and divided into the following sections:
 - Section 1 - Manufacturing (§ 1004.5(b)(4))
 - Section 2 - Transport and Distribution (§ 1004.5(b)(4))
 - Section 3 - Dispensing and Sale (§ 1004.5(b)(4))
 - Section 4 - Devices (§ 1004.5(b)(4)(i))
 - Section 5 - Security and Control (§ 1004.5(b)(4)(ii))
 - Section 6 - Standard Operating Procedure (§ 1004.5(b)(4)(iii))
 - Section 7 - Quality Assurance Plans (§ 1004.5(b)(4)(iv))
 - Section 8 - Returns, Complaints, Adverse Events and Recalls (§ 1004.5(b)(4)(v))
 - Section 9 - Product Quality Assurance (§ 1004.5(b)(4)(vi))
 - Section 10- Recordkeeping (§ 1004.5(b)(4)(vii))
- 84. The applicant has attached copies of the organizational and operational documents of the applicant, pursuant 10 NYCRR § 1004.5(b)(5), which must include the identification of all those holding an interest or ownership in the applicant and the percentage of interest or ownership held, and labeled this attachment as "**Attachment E.**"
- 85. "**Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members**" has been completed for each of the board members, officers, managers, owners, partners, principal stakeholders, directors, and any person or entity that is a member of the applicant setting forth the information required in PHL § 3365(1)(a)(iv) and 10 NYCRR § 1004.5(b)(6).
- 86. The applicant has attached documentation that the applicant has entered into a labor peace agreement with a bona fide labor organization that is actively engaged in representing or attempting to represent the applicant's employees, pursuant to PHL § 3365(1)(a)(iii) and 10 NYCRR § 1004.5(b)(7), and labeled this attachment as "**Attachment F.**"
- 87. The applicant has attached a financial statement setting forth all elements and details of any business transactions connected with the application, including but not limited to all agreements and contracts for consultation and/or arranging for the assistance in preparing the application, pursuant to 10 NYCRR § 1004.5(b)(10), and labeled this attachment as "**Attachment G.**"
- 88. The applicant has completed "**Appendix B – Architectural Program**" and included the components set forth in 10 NYCRR § 1004.5(b)(11) and -(12).
- 89. The applicant has attached the security plan of the applicant's proposed manufacturing and dispensing facilities indicating how the applicant will comply with the requirements of Article 33 of the Public Health Law, 10 NYCRR Part 1004, and any other applicable state or local law, rule, or regulation, and labeled this attachment as "**Attachment H.**"
- 90. The applicant has attached the most recent financial statement of the applicant prepared in accordance with generally accepted accounting principles (GAAP) applied on a consistent basis and certified by an independent certified public accountant, in accordance with the requirements of 10 NYCRR § 1004.5(b)(16), and labeled this attachment as "**Attachment I.**"
- 91. The applicant has attached a staffing plan for staff to be involved in activities related to the cultivation of marijuana, the manufacturing and/or dispensing of approved medical marijuana products, and/or staff with oversight responsibilities for such activities that includes the requirements set forth in 10 NYCRR § 1004.5(b)(18) of the regulations and labeled this attachment as "**Attachment J.**"



- 92. [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] 96. Date Signed: 6/3/15
97. Print Name: Joseph Klein

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.

Table with 2 columns: Notary Name (Samuel Diamantstein), Notary Registration Number (02D1612289), Notary (Notary Must Affix Stamp or Seal) [Stamp: SAMUEL DIAMANTSTEIN, NOTARY PUBLIC, STATE OF NEW YORK, NO. 02D16122289, QUALIFIED IN QUEENS COUNTY, COMMISSION EXPIRES 02-07-2017], Date (6/3/15)

Section H: Legal Disclosures

74) B)

Two members of New York Medical Growers, LLC ("NYMG") are not natural persons. Bisumim LLC is located 691 92nd Street Brooklyn, NY 11228. The entity is owned by Solomon Rubin, Marvin Rubin, Liebel Rubin and Joel Landau. The Operating Agreement of the Company is attached to this section. The entity was formed for to engage in any lawful act or activity permitted under law by a LLC. The primary activities of the Company are to hold a fifty-percent (50%) ownership interest in NYMG. The entity is responsible for a thirteen (13) million dollar required capital contribution pursuant to the Operating Agreement of NYMG. All of the owners of Bisumim, LLC are members NYMG and will be actively involved in the operations and management of NYMG and this is the extent to which the entity will be involved in the activities of the applicant. Joel Landau and Solomon Rubin are managing members of NYMG.

Boulder ATC Partners, LLC is the other member of NYMG, LLC that is not natural person. Boulder ATC is located at 2926 Avenue L Brooklyn, NY 11210. Joseph Klein and Dr. Rochelle Braun own Boulder ATC in equal parts. The Operating Agreement of the Company is attached to this section. The entity was formed for to engage in any lawful act or activity permitted under law by a LLC. The primary activities of the Company are to hold a fifty-percent (50%) ownership interest in New York Medical Growers, LLC. Joseph Klein will be the Chief Executive Officer of NYMG. Dr. Braun and Joseph Klein are managing members of NYMG.

75)

The anticipated source of the funds to be used in the lease and construction of NYMG's Manufacturing Facility is a thirteen (13) million dollar required capital contribution pursuant to the Operating Agreement of New York Medical Growers, LLC by Bisimum, LLC. The anticipated date of completion for the Manufacturing Facility would be approximately twenty weeks after the granting of a Registration. NYMG has developed an expedited plan to obtain a Temporary Certain of Occupancy to begin cultivation in a limited portion of the Head House Facility in order to supply medical marijuana products to patients in need within one hundred and eighty (180) days of being granted a registration

76)

The anticipated source of the funds to be used in the lease and construction of NYMG's Dispensing Facilities is a thirteen (13) million dollar required capital contribution pursuant to the Operating Agreement of New York Medical Growers, LLC by Bisimum, LLC. NYMG is in negotiations with landlords and anticipates having lease agreements place during the pendency of the application process.

ONLINE FILING RECEIPT

ENTITY NAME: BISUMIM LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: GREE

FILED:05/11/2015 DURATION:***** CASH#:150511010369 FILE#:150511010369
DOS ID:4756822

FILER:

EXIST DATE

CLINTON HILL FILING SERVICES INC.
5816 12 AVENUE
BROOKLYN, NY 11219

05/11/2015

ADDRESS FOR PROCESS:

THE LIMITED LIABILITY COMPANY
691 92ND STREET
BROOKLYN, NY 11228

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.

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SERVICE CODE: M0

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DOS-1025 (04/2007)

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Operating Agreement Of

Bisumim LLC

This Operating Agreement of Bisumim LLC is entered into by Solomon Rubin (Hereinafter the "Member").

The Member hereby forms a Limited Liability Company (LLC) pursuant and in accordance with the Limited Liability Law of the State of New York, as amended from time to time (the "LLCL"), and hereby agrees as follows:

1. **NAME:** The name of the Limited Liability Company formed hereby is Bisumim LLC.
2. **TERM:** The term of the Limited Liability Company shall be perpetual unless dissolved before such date in accordance with the LLCL.
3. **PURPOSE:** The Limited Liability Company is formed for the purpose of engaging in any lawful act or activity for which a Limited Liability Company may be formed under the LLCL and engaging in any and all activities necessary or incidental to the forgoing.
4. **MEMBERS:** The names and the business, residence, or mailing address of the members are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>OWNERSHIP</u>
Solomon Rubin Member / Manager	691 92 nd Street Brooklyn NY 11228	
Marvin Rubin Member / Manager	691 92 nd Street Brooklyn NY 11228	
Liebel Rubin Member / Manager	691 92 nd Street Brooklyn NY 11228	
Joel Landau Member / Manager	691 92 nd Street Brooklyn NY 11228	

5. **POWERS:** The business and affairs of the Limited Liability Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by member under the LLCL.
6. **CAPITAL CONTRIBUTIONS:** the Members have contributed to the Limited Liability Company the following amounts, in the forms of cash, property or services rendered, or a promissory note or other obligation to contribute cash or property or to render services.
7. **ADDITIONAL CONTRIBUTIONS:** No Member is required to make any additional capital contributions to the Limited Liability Company.
8. **ALLOCATION OF PROFIT AND LOSSES:** The profit and losses of the Limited Liability Company shall be allocated in proportion to the percentage ownership of the Members.
9. **DISTRIBUTIONS:** Distributions shall be made to the Members at the times and in the aggregate amounts determined by the members. Such distributions shall be allocated among the Members in the equal proportion as their then capital account balances.
10. **ASSIGNMENTS:** A Member may not assign in whole or in part his Limited Liability Company interest without the written consent of the other members.
11. **WITHDRAWAL OF A MEMBER:** A Member may withdraw from the Limited Liability Company in accordance with the LLCL.
12. **ADMISSION OF ADDITIONAL MEMBERS:** One (1) or more additional members of the Limited Liability Company may be admitted to the Limited Liability Company with the consent of a majority of the Members.
13. **LIABILITY OF MEMBERS:** The Members shall not have any liability for the obligations or liabilities of the Limited Liability Company except to the extent provided in the LLCL.

14. **EXCULPATION OF MANAGERS:** A Manager shall not be liable for any breach of duty in such capacity, except if a judgment or other final adjudication adverse to his or her established that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of the law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled or that with respect to a distribution to Members his or her acts were not performed in accordance with the LLCL.

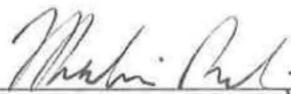
15. **GOVERNING LAW:** This agreement shall be governed by, and construed under, the laws of the State of New York, all rights and remedies governed by said laws.

16. Any conflict between this agreement and the New York State Limited Liability Law, then the New York State Limited Liability Law shall take precedence unless said law permits to change the requirements under the law pursuant to an agreement entered into between the parties.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Operating Agreement as of this 11th day of May, 2015.



Solomon Rubin - Manager/Member



Marvin Rubin - Manager/Member



Liebel Rubin- Manager/Member

Joel Landau- Manager/Member

14. EXCULPATION OF MANAGERS: A Manager shall not be liable for any breach of duty in such capacity, except if a judgment or other final adjudication adverse to his or her established that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of the law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled or that with respect to a distribution to Members his or her acts were not performed in accordance with the LLCL.

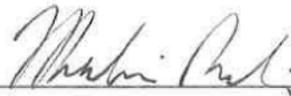
15. GOVERNING LAW: This agreement shall be governed by, and construed under, the laws of the State of New York, all rights and remedies governed by said laws.

16. Any conflict between this agreement and the New York State Limited Liability Law, then the New York State Limited Liability Law shall take precedence unless said law permits to change the requirements under the law pursuant to an agreement entered into between the parties.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Operating Agreement as of this 11th day of May, 2015.



Solomon Rubin - Manager/Member



Marvin Rubin - Manager/Member

Liebel Rubin- Manager/Member



Joel Landau- Manager/Member

ONLINE FILING RECEIPT

ENTITY NAME: BOULDER ATC PARTNERS LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: KING

FILED:03/18/2015 DURATION:***** CASH#:150318010007 FILE#:150318010007
DOS ID:4727418

FILER:

EXIST DATE

JOSEPH KLEIN, ESQ.
2926 AVENUE L
BROOKLYN, NY 11210

03/18/2015

ADDRESS FOR PROCESS:

JOSEPH KLEIN, ESQ.
2926 AVENUE L
BROOKLYN, NY 11210

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

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Authentication Number: 1503180007 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at

ACKNOWLEDGEMENT COPY
ARTICLES OF ORGANIZATION
OF
BOULDER ATC PARTNERS LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

BOULDER ATC PARTNERS LLC

SECOND: To engage in any lawful act or activity within the purposes for which limited liability companies may be organized pursuant to Limited Liability Company Law provided that the limited liability company is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency, or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the limited liability company is to be located is **KINGS**.

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 any process against the limited liability company served upon him or her is:

JOSEPH KLEIN, ESQ.
2926 AVENUE L
BROOKLYN, NY 11210

FIFTH: The limited liability company shall defend, indemnify and hold harmless all members, managers, and former members and managers of the limited liability company against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) incurred in connection with any claims, causes of action, demands, damages, liabilities of the limited liability company, and any pending or threatened action, suit, or proceeding. Such indemnification shall be made to the fullest extent permitted by the laws of the State of New York, provided that such acts or omissions which gives rise to the cause of action or proceedings occurred while the Member or Manager was in performance of his or her duties for the limited liability company and was not as a result of his or her fraud, gross negligence, willful misconduct or a wrongful taking. The indemnification provided herein shall inure to the benefit of successors, assigns, heirs, executors, and the administrators of any such person.

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.

JOSEPH KLEIN, ORGANIZER (signature)

JOSEPH KLEIN, ESQ. , ORGANIZER
2926 AVENUE L
BROOKLYN, NY 11210

Filed by:
JOSEPH KLEIN, ESQ.
2926 AVENUE L
BROOKLYN, NY 11210

ACKNOWLEDGEMENT COPY

ARTICLES OF ORGANIZATION OF BOULDER ATC PARTNERS LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

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THIRD: The county, within this state, in which the office of the limited liability company is to be located is **KINGS**.

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 any process against the limited liability company served upon him or her is:

JOSEPH KLEIN, ESQ.
2926 AVENUE L
BROOKLYN, NY 11210

FIFTH: The limited liability company shall defend, indemnify and hold harmless all members, managers, and former members and managers of the limited liability company against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) incurred in connection with any claims, causes of action, demands, damages, liabilities of the limited liability company, and any pending or threatened action, suit, or proceeding. Such indemnification shall be made to the fullest extent permitted by the laws of the State of New York, provided that such acts or omissions which gives rise to the cause of action or proceedings occurred while the Member or Manager was in performance of his or her duties for the limited liability company and was not as a result of his or her fraud, gross negligence, willful misconduct or a wrongful taking. The indemnification provided herein shall inure to the benefit of successors, assigns, heirs, executors, and the administrators of any such person.

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.

**Operating Agreement of
Boulder ATC Partners LLC**

THIS OPERATING AGREEMENT (this "Agreement") made effective this 18th day of March, 2015 is entered into by Joseph Klein ("Klein"), and Rochelle Braun ("Braun"), as members (collectively the "Members").

The Members hereby form a limited liability company pursuant to and in accordance with the Limited Liability Company Laws of the State of New York, as amended from time to time (the "Act"), and hereby agree as follows:

1. Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Affiliate" means, with reference to a Person, any other Person that, directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by or is under common control with the first Person. The term "control" shall mean the power to direct the affairs of such Person by reason of ownership of voting stock or other equity interests, by contract or otherwise.

(b) "Associate" when used to indicate a relationship with any Person, means (i) a corporation, association, partnership (general or limited), joint venture, limited liability company, limited liability partnership or other legal entity of which such Person is an officer, director, member or partner or is, directly or indirectly, the beneficial owner of any class of Equity Securities, (ii) any trust or other estate in which such Person has a beneficial interest or as to which such Person serves as trustee or in a similar capacity, and (iii) any Relative of such Person, or any Relative of such Person's spouse.

(c) "Business Day" means any day that is not a Saturday, Sunday or a legal holiday on which banks are authorized or required by law to be closed in New York City.

(d) "Code" means the Internal Revenue Code of 1986, as amended.

(e) "Covered Person" means any Member, any Affiliate of a Member and any officer, director, shareholder, partner, member, trustee, beneficiary, employee or agent of a Member or any Affiliate thereof, and any Manager, director, officer, employee or expressly authorized agent of the Company or its Affiliates.

(f) "Department" means the New York State Department of Health and any agency acting under it or under the State of New York that will issue licenses, registrations and/or regulate medical marijuana growth and dispensing under the PHL.

(g) "Electronic Transmission" means any form of communication, not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

(h) "Majority in Interest of the Members" means Members whose Percentage Interests aggregate to greater than fifty percent of the Percentage Interests of either all Members or the applicable group of Members, as applicable.

(i) "Manager" means a Person designated to serve as a Manager of the Company as provided herein, and any other Person hereafter admitted to the Company as a Manager in accordance with the provisions of this Agreement, in his or its capacity as, and for so long as he or it is, a Manager of the Company.

(j) "Membership Interests" means, with respect to each Member, such Member's limited liability company interests in the Company, including the rights of such Member to receive distributions and allocations in accordance with, and the other rights and privileges as set forth in, this Agreement.

(k) "Percentage Interest" means, at any time for any Member, the Percentage Interest of such Member set forth on Schedule 1, as the same may be amended from time to time in accordance with this Agreement. All adjustments to Percentage Interests calculated pursuant to the terms of this Agreement shall be calculated to the nearest one thousandth of a percent. For the avoidance of doubt, (i) if the context requires that the Percentage Interest be calculated for a particular class of Members, then such calculation shall take into account only the Units of the relevant class, and the combined Percentage Interests of all Members of such class shall equal 100%, and (ii) if the context requires that the Percentage Interest be calculated for all Members, the Percentage Interest shall be calculated as if, on the date of determination, the combined Percentage Interests of all Members shall equal 100%.

(l) "Person" means a corporation, an association, a partnership (general or limited), a joint venture, an estate, a trust, a limited liability company, a limited liability partnership, any other legal entity, or an individual.

(m) "PHL" means Article 33, Title 5-A, sections 3360-3369-E of the New York State Public Health Law, as amended from time to time.

(n) "PHL License" means a license and registration issued by the Department pursuant to the PHL to own and operate a medical marijuana grow facility and dispensary.

(o) "Relative" when used to indicate a relationship with any Person, means (x) the spouse, sibling, parent or lineal descendant of such Person or a lineal descendant of a sibling of such Person and (y) all trustees and beneficiaries of any such Person that is a trust, and all successors of such trust and its trustees and beneficiaries.

(p) "Securities Act" means the Securities Act of 1933, as amended from time to time.

(q) "Subsidiary" means each Person of which a majority of the voting power of the voting Equity Securities is owned, directly or indirectly, by the Company.

(r) "Tax Distribution Amount" shall be an amount equal to (i) the aggregate income of the Company (including items which are separately stated under Code Section 702) reported by the Members for Federal income tax purposes for such fiscal year multiplied by (ii) the sum, expressed as a percentage and reasonably determined by the Company, of (a) the highest marginal Federal individual income tax rate in effect for that fiscal year (taking into account any surtax and any reduced rate on long-term capital gains to the extent that the Company's income will be so taxed) plus (b) the highest marginal New York (or other State to the extent a Member is a resident of a different State) individual income tax rate in effect for that fiscal year (taking into account any surtax and any reduced rate on long-term capital gains to the extent that the Company's income will be so taxed).

(s) "Transfer" shall mean, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, gift or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, give or otherwise dispose of.

(t) "Transferor" and "Transferee" have correlative meanings.

(u) "Units" means the units issued in the names of Members which represent such Members' Membership Interests. The class, series and number of Units held by each Member is set forth on Schedule 1, as the same may be amended from time to time in accordance with this Agreement.

2. Rules of Construction.

(a) All references herein to Articles, Sections, Schedules and Exhibits shall be deemed to be references to Articles and Sections of, and Schedules and Exhibits to, this Agreement unless the context requires otherwise. All Schedules and Exhibits attached hereto shall be deemed incorporated herein as if set forth in its entirety herein and, unless otherwise defined therein, all terms used in any Schedule or Exhibit shall have the meaning ascribed to such term in this Agreement.

(b) Words in the singular include the plural and in the plural include the singular. The words "including", "includes", "included" and "include", when used, are deemed to be followed by the words "without limitation". Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(c) All accounting terms not defined in this Agreement shall have the meanings determined by GAAP. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and all attachments thereto and instruments incorporated therein.

(d) Unless otherwise expressly specified herein, any allocation, distribution or other determination to be made with respect to the Members or a group of Members “on a pro rata basis” or “ratably” shall be made in proportion to the Percentage Interests of such Members or group of Members to which such allocation, distribution or other determination is being made immediately prior to the transaction with respect to which such allocation is being made.

3. **Name.** The name of the limited liability company formed hereby is Boulder ATC Partners, LLC (the "Company"). The principal place of business of the Company shall be established and maintained as determined by the Managers. The Managers shall notify the Members of any such change in the principal place of business of the Company. The Company shall at all times maintain a registered agent and office in the State of New York. The initial registered office of the Company in the State of New York is 2926 Avenue L, Brooklyn, NY 11210. The Company’s registered agent for service of process in the State of New York is the Company. The Managers may change the Company’s registered office and/or registered agent from time to time as permitted under the Act. The Members intend that the Company shall be treated as a partnership for United States federal, state and local tax purposes to the extent such treatment is available, and agree to file all tax returns and take all tax positions in a manner consistent with such treatment. The Members agree to take such actions as may be necessary to receive and maintain such treatment and refrain from taking any actions inconsistent with such treatment. Legal title to all assets, rights and property, whether real, personal or mixed, conveyed to, or held by the Company or its Subsidiaries shall reside in the Company or its Subsidiaries and shall be conveyed only in the name of the Company or its Subsidiaries, and no Member or any other Person, individually, shall be deemed to have any direct ownership of such assets, rights or property.

4. **Term.** The term of the Company shall continue until it is dissolved in accordance with the Act.

5. **Purpose.** The Company is formed for the purpose of owning certain interests in New York Medical Growers, LLC, which will be applying for and/or owning a PHL License to grow, manufacture, sell, and dispense medical marijuana in the State of New York (the “ATC”) and engaging in any and all activities necessary or incidental to the foregoing.

6. **Members.** The name and the business, residence, or mailing addresses of the Members are set forth on Schedule I hereto.

7. **Powers.** The business and affairs of the Company and each Subsidiary shall, as provided for herein, be managed, operated and controlled by or under the direction of the Managers except for those matters expressly requiring the approval of the Members and except as may otherwise be expressly provided for in this Agreement. Subject to any rights of the Members provided for in this Agreement and to the matters reserved to the Members pursuant to 7 (f) and subject to the rights provided to the officers of the Company for the control of the day-to-day operations of the Company pursuant to Section 7(e), the Managers shall have the full, sole and absolute right, power and authority to manage the Company and its Subsidiaries, and, in connection therewith, the Managers shall (i) make all decisions affecting the operation and

management of the Company; and (ii) execute, on behalf of the Company, all documents to be executed by or on behalf of the Company. Subject to the limitations set forth in this Agreement, the Managers shall have all of the rights, powers and authority conferred upon a manager of a limited liability company by law and all of the rights, powers and authority conferred upon the Managers under any other provision of this Agreement. The Managers shall meet as frequently as is reasonably necessary but no less frequently than quarterly. A Manager may vote by proxy. The Managers may meet and take action in person, by telephone conference, by written action in lieu of a meeting, or in such other manner as is determined by the Managers. A quorum shall consist of a majority of Managers. All decisions made or taken by the Managers shall be made by a majority of the Managers. There shall be a total of up to four (4) Managers, but no less than one (1) Manager, which each of Klein and Braun appointing up to two Managers. The initial Managers of the Company are Klein (Klein Representative) and Braun (Braun Representative).

(b) Withdrawal and Termination of the Manager.

(i) Withdrawal of Manager. A Manager may, in his determination, voluntarily withdraw as Manager at any time before the dissolution of the Company and the completion of the winding up of the affairs and the liquidation (and/or distribution) of the property and assets of the Company upon ten (10) days written notice to the other Managers. Upon the withdrawal of a Manager, a new Manager shall be appointed by the same Member entitled to appoint the Manager who has resigned or has been terminated.

(ii) Termination of Manager. Except as otherwise provided herein, a Manager, may be removed at any time, with or without cause, by vote of the Members who are entitled to appoint such Manager. Upon the removal/termination of a Manager, the replacement Manager shall be appointed by the same Member entitled to appoint/remove the Manager.

(c) Reimbursement of Expenses. Managers shall be reimbursed all reasonable expenses incurred on behalf of the Company, and in furtherance of his duties as Managers of the Company.

(d) The Company will be performing certain services and/or will or has entered into certain contract with various entities and/or government agencies in a highly regulated industry. The Members and Managers agree to comply with the Act and the Program Rules as defined therein and will take all such actions to prevent the PHL License issued to the Company from being jeopardized or revoked.

(e) Officers of the Company

(i) The Managers may appoint officers of the Company or any of its Subsidiaries which shall include a Chief Executive Officer and may include a chief operating officer, a chief financial officer, a president, one or more vice presidents, a secretary or one or more secretaries. If appointed, the day-to-day operations of the Company and its Subsidiaries shall be the responsibility of the officers of the Company or its Subsidiaries, as the case may be, subject in all instances to the overriding authority of the Managers. In addition to control over day-to-day operations, officers of the Company or its Subsidiaries shall have such authority and

power to perform such duties as may be provided in this Agreement or, to the extent not so provided, as may be delegated to such officers by the Managers. The officers of the Company shall hold their offices for such terms and shall exercise such positions and perform such duties as shall be determined by the Managers, subject to the provisions of this Agreement. Any individual may hold more than one office.

(ii) The officers, to the extent of their powers set forth in this Agreement or as delegated to them by the Managers, subject to the provisions of this Agreement, are agents of the Company for the purpose of the business, and the actions of the officers taken in accordance with such powers shall bind the Company.

(f) Certain Actions Requiring Approval of the Members.

(i) With respect to those matters requiring a vote of the Members under the Act, each Member shall have a number of votes equal to the number of Units held by such Member.

(ii) Actions Requiring a Majority of the Members. Notwithstanding any other provision of this Agreement to the contrary, provided that there is no detriment to one Member over the others, the Company shall not take or agree to take any of the following actions without the prior written approval of a Majority in Interest of the Members:

(A) Any merger, consolidation, or other business combination, including any acquisition by the Company of another entity or business;

(B) Any sale, lease, or exchange of all or substantially all of the properties and assets of the Company or any of its subsidiaries in a single transaction or series of related transactions;

(C) Any voluntary dissolution of the Company;

(D) Any conversion of the Company to corporate form or election by the Company to be treated as an association taxable as a corporation;

(E) Any amendment or waiver of any provision of this Agreement;

(F) Any filing for relief by the Company or any subsidiary under the federal Bankruptcy Code, any petition for the appointment of a receiver of all or any substantial portion of the assets of the Company or any of its subsidiaries, any assignment for the benefit of creditors, or any similar action relating to relief from creditors;

(G) Any issuance or the offer for the issuance of any Equity Securities;

(H) Any guaranty of any obligation of any third party;

- (I) Any incurrence of Indebtedness greater than \$150,000; and
- (J) Any expenditure greater than \$150,000.

(iii) Meetings of the Members shall be held at such times as the Managers shall from time to time determine or as otherwise provided by law. Such Members may vote, approve a matter or take any action by vote of such Members at a meeting, in person or by proxy, or without a meeting by written consent of such Members. For any action taken without a meeting and by written consent to be valid, Members representing not less than the required Majority in Interest of the Members necessary to approve such action must approve such action pursuant to the terms of this Agreement and consent to such action in writing, and the writing or writings must be filed with the minutes of the proceedings of the Members.

8. **Units; Percentage Interest.** The Members shall have the Units and Percentage Interest in the Company identified on Schedule I hereto.

9. **Allocation of Profits and Losses.** The Company's profits and losses shall be allocated in proportion to the respective Percentage Interest of the Members.

10. **Distribution.**

(a) Subject to Section 10(b) below, distributions shall be made to the Members at the times and in the aggregate amounts determined by the Managers but no less than annually. Such distributions shall be allocated among the Members in the same proportion as their Percentage Interest.

(b) **Tax Distribution Amount.** Notwithstanding the foregoing, the Managers shall be required to distribute no less than the Tax Distribution Amount during each fiscal year. The Managers shall endeavor to make such minimum distributions of the Tax Distribution Amount at such times during the fiscal year, and during the one hundred five (105) days following the end of the fiscal year, as shall enable the Members to use such distributions to satisfy their estimated and final income tax liabilities for that year.

11. **Transfer; Assignments.**

(a) Except as otherwise specifically provided in this Article 11, no Member may, directly or indirectly, by operation of law or otherwise, Transfer all or any part of its Units, including without limitation, any profits interest, rights to receive distributions, or other similar or dissimilar right or interest, without (i) obtaining the prior written approval of the Managers, (ii) the written consent of a Majority in Interest of the Members and (iii) complying with the procedures set forth in this Article 11. Any purported Transfer not otherwise specifically permitted by this Article 11 shall be null and void ab initio and the Company shall not register or effect such Transfer and the Member making such purported Transfer shall indemnify and hold the Company and the other Members harmless from and against any federal, state or local income taxes, or transfer taxes, including transfer gain taxes, arising as a result of, or caused directly or indirectly by, such purported Transfer. For the sake of clarity, any Transfer of Units

by a holder made in compliance with this Article 11 shall be considered a Transfer by the transferor of the Percentage Interest to which such Units being Transferred relate. The Members further agree not make any transfer that will jeopardize the Department issued PHL License held by the ATC or its subsidiaries or affiliates.

(b) Permitted Transfers

The requirements of this Article 11 shall not apply to a transfer to any Person if it is for no consideration (which shall be deemed to constitute a "Permitted Transfer", each Transferee of a Permitted Transfer being referred to herein as a "Permitted Transferee" and each Transferor of a Permitted Transfer being referred to herein as a "Permitted Transferor").

The Members further agree not make any transfer that will jeopardize the Department issued PHL License held by the ATC or its subsidiaries or affiliates.

(c) Conditions to Transfers

In addition to all other terms and conditions contained in this Agreement, no Transfers to which the provisions of Article 11 would apply shall be completed or effective for any purpose unless prior thereto:

(i) The Transferor shall have provided to the Company and the Managers, (x) at least twenty (20) Business Days' prior notice of such Transfer, (y) a certificate of the Transferor, delivered with such notice, containing a statement that such Transfer is permitted under this Article VI, together with such information as is reasonably necessary for the Company to confirm such statement, and (z) such other information and documents as may be reasonably requested by the Company or the Managers in order for it to make such determination;

(ii) The Transferee shall agree in writing to be bound by the terms of this Agreement and that the Units acquired by it shall be subject to the terms of this Agreement and the Transferee shall furnish copies of all instruments effecting the Transfer and such other certificates, instruments and documents as the Company may reasonably request;

(iii) All necessary and required consents to the Transfer shall have been obtained, including of the Department or any state, federal or local regulatory or governmental authority;

(iv) If requested by the Managers in their sole judgment, the Company shall have received the opinion of counsel to the Company, at the Transferor's expense, reasonably satisfactory in form and substance to the Managers, to the effect that: (i) such Transfer would not cause the Company to cease to be classified as a partnership for federal income tax purposes, (ii) such Transfer would not violate the Securities Act or any state securities or "blue sky" laws applicable to the Company or the Equity Securities to be Transferred, (iii) such Transfer shall not impose liability or reporting obligations on the Company or any Member thereof in any jurisdiction, whether domestic or foreign, or result in the Company or any Member thereof becoming subject to the jurisdiction of any court or governmental entity anywhere, other

than the states, courts and governmental entities in which the Company is then subject to such liability, reporting obligation or jurisdiction, (iv) such Transfer would not result in a termination of the Company pursuant to Section 708(b)(1)(B) of the Code (v) that the transfer will not jeopardize or cause the Department issued PHL License of the ATC or its subsidiaries or affiliates to be revoked or limited to the detriment of the Company or the ATC and/or the Transferee complies with any requests made by the Department in connection with the transfer and (v) such other matters as the Managers may reasonably request; and

(v) The Transferee has paid all reasonable expenses incurred by the Company (including any reasonable legal and accounting fees and expenses) and invoiced to the Company.

(d) Right of First Refusal. Subject to the provisions of Sections 11(b) and 11(e), in the event that any of the Members of the Company (in this Section 11(d), a "Selling Member"), proposes to Transfer any of its Units of the Company (the "Offered Membership Interests") other than to its Permitted Transferees, such Selling Member shall first offer such Offered Membership Interests to each of the other Members of the Company (in this Section 11(d), the "Other Members") by delivering to each one a written notice of such proposal (the "Offer"). The Offer shall state the identity of the Selling Member, the identity of the proposed transferee(s) and the proposed terms of sale of the Offered Membership Interests. Each of the Other Members may accept the Offer, on a pro rata basis among the Other Members, in respect of all of the Offered Membership Interests, by giving such Selling Member and the Company notice to that effect within thirty (30) days after receiving the Offer (the "Acceptance Period"). In the event that the Other Members accept the Offer, then they shall acquire all the Offered Membership Interests, on the terms set forth in the Offer, and on a pro-rata basis among themselves (determined for each of them as the result of the multiplication of the number of Offered Membership Interests by a fraction the numerator of which is the number of membership interests held by such holder on as converted basis, and the denominator of which is the aggregate number of all membership interests held by all Other Members on an as converted basis). In the event the Other Members do not accept the Offer in full, then, within three (3) days from the termination of the Acceptance Period, the Selling Members shall give the Other Members who exercise their right of first refusal set forth herein (the "Accepting Members") and the Company, a written notice of the number of Offered Membership Interests which remains unexercised by the Other Members (the "Remaining Shares"). Each of the Accepting Members shall have seven (7) days from delivery of such notice to agree to purchase the Remaining Shares on a pro rata basis among the Accepting Members. The calculation of the pro rata basis with respect to the Remaining Shares shall be according to the calculation set herein above mutatis mutandis. In the event that the Other Members do not accept the Offer in full then the Selling Member shall, at the expiration of the aforementioned seven (7) day period, be entitled to transfer all of the Offered Membership Interests to the proposed transferee(s) identified in the Offer; provided, however, that in no event shall the Selling Member transfer any of the Offered Membership Interests to any transferee other than the Accepting Members or such proposed transferee(s), or transfer the same on terms more favorable to the buyer(s) than those stated in the Offer; and provided, further, that any of the Offered Membership Interests not transferred within one hundred and twenty (120) days after the expiration of such seven (7) day period shall again be subject to the provisions of this Section 11(d).

(e) Right of Co-Sale.

(i) Subject to the provisions of Sections 11(b) and 11(c) and 11(d), if at any time a Member (the "Co-Sale Member") proposes to Transfer, directly or indirectly, any Units (the "Co-Sale Units") to a third-party purchaser (other than to a Permitted Transferee or a Transfer pursuant to Section 11(c)), the Co-Sale Member shall first give not less than twenty (20) Business Days prior written notice to each other Member (the "Tag-Along Members"). Such notice (the "Tag-Along Notice") shall set forth the terms and conditions of such proposed Transfer, including the name of the proposed Transferee, the number of Co-Sale Units, the purchase price per Unit proposed to be paid therefor and the payment terms and type of Transfer to be effectuated.

(ii) Within ten (10) Business Days of delivery of the Tag-Along Notice by the Co-Sale Member, each Tag-Along Member shall, by written notice to the Co-Sale Member have the opportunity and right to sell to the proposed Transferee in such proposed Transfer (upon the same terms and conditions as the Co-Sale Member, subject to Section 11(c)) up to that number of Units as set forth in the Tag-Along Notice owned by such Tag-Along Member as shall equal the product of (x) a fraction, the numerator of which is the number of Co-Sale Units and the denominator of which is the aggregate number of Units owned of record as of the date of the Tag-Along Notice by the Co-Sale Member, multiplied by (y) the number of Units owned of record by such Tag-Along Member as of the date of the Tag-Along Notice. Such written notice shall state the aggregate number of Units that such Tag-Along Member proposes to include in such Transfer.

(iii) If any Tag-Along Member exercises its rights pursuant to this Section 11(e), then the Co-Sale Member will attempt to obtain the same agreements and commitments from the proposed Transferee for the benefit of any such Tag-Along Member as such Co-Sale Member obtained from the proposed Transferee in respect of its Transfer. To the extent the Co-Sale Member cannot obtain such agreements and commitments from such proposed Transferee, the Co-Sale Member and the Tag-Along Members shall reduce the number of Units being sold by such Co-Sale Member and Tag-Along Members such that each Co-Sale Member and each Tag-Along Member sells a number of Units as is determined by multiplying (x) a fraction, the numerator of which is equal to the number of Units such Co-Sale Member or Tag-Along Member, as the case may be, would have sold if the Co-Sale Member had obtained such agreements and commitments from such proposed Transferee, and the denominator of which is equal to the total number of Units that would have been sold by the Co-Sale Member and Tag-Along Members if the Co-Sale Member had obtained such agreements and commitments from such proposed Transferee, times (y) the total number of Units that such proposed Transferee is in fact acquiring from the Co-Sale Member and Tag-Along Members. Each Tag-Along Member exercising its rights pursuant to this Section 11(e) shall pay such Tag-Along Member's pro rata share (based on the number of Units to be sold) of the expenses reasonably incurred on behalf of the participating Tag-Along Members and Co-Sale Member in connection with such Transfer and shall be obligated to join on a pro rata basis (based on the number of Units to be sold) in any indemnification or other obligations that the participating Tag-Along Members and Co-Sale Member agree to provide in connection with such Transfer (other than any such obligations that relate specifically to a particular Member such as indemnification

with respect to representations and warranties given by a Member regarding such Member's title to and ownership of Units); provided that no Member shall be obligated in connection with such Transfer to agree to indemnify or hold harmless the Transferees with respect to an amount in excess of the net cash proceeds paid to such Member in connection with such Transfer). Each Tag-Along Member Transferring Units pursuant to this Section 11(e) shall take all actions reasonably requested by the Co-Sale Member in connection with the consummation of such Transfer (including, without limitation, executing all agreements, documents and instruments in connection therewith in the form presented by the Co-Sale Member).

(iv) The closing of the Transfer of the Units with respect to which rights have been exercised by a Tag-Along Member pursuant to this Section 11(e) is subject to, and will take place concurrently with, the closing of the Transfer of the Co-Sale Units by the Co-Sale Member to the proposed Transferee. At such closing, each Tag-Along Member electing to Transfer Units shall deliver to the proposed Transferee, free and clear of all liens, the Units to be sold and shall receive in exchange therefor, the consideration to be paid by the proposed Transferee in respect of such Units as described in the Tag-Along Notice.

12. **Withdrawal of Additional Members.** A Member may withdraw from the Company in accordance with the Act.

13. **Admission of Additional Members.** One (1) or more additional members of the Company may be admitted to the Company with the consent of the Managers and a Majority in Interest of the Members.

14. **Liability of Members.** The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act or for a violation of this Agreement.

15. **Exculpation of Managers; Members.** A Manager shall not be liable for any breach of duty in such capacity, except if his or her acts or omissions were in bad faith, involved intentional misconduct, a knowing violation of law, a violation of this Agreement, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled or, that with respect to a distribution to Members his or her acts were not performed in accordance with the Act. A Member shall not have any personal liability whatsoever in such capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company or to any third parties for any debt, obligation or other liability of the Company, whether arising in contract, tort or otherwise, except as otherwise provided in this Agreement, the Act and any other applicable law. No Covered Person shall be liable to the Company or any other Covered Person 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, 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, fraud or willful breach of this Agreement. There shall be, and each Covered Person shall be entitled to, a presumption that such Covered Person acted in good faith. 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 by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid. A Covered Person has no duties (including fiduciary duties), at law or in equity, to the Company or to any other Covered Person except as expressly provided by this Agreement or any other written agreement with the Company. 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 this 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. 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, except that no Covered Person shall be entitled to be indemnified in respect of any adjudicated loss, damage or claim incurred by such Covered Person by reason of fraud, or gross negligence of this Agreement with respect to such acts or omissions; provided, however, that any indemnity under this Section 15 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof. There shall be, and each Covered Person shall be entitled to, a presumption that such Covered Person acted in good faith. The termination of any proceeding by settlement shall not be deemed evidence that a Covered Person acted in a manner which did not constitute good faith or that constituted fraud or gross negligence. To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 15 hereof.

16. **Capital Contribution.** The initial capital contributions made is [REDACTED] [REDACTED] from Klein as to [REDACTED] and Braun as to [REDACTED]. All capital contributions shall be returned to the Members, *pari passu* from the date hereof, prior to any profits being distributed.

17. **Restrictive Covenants.**

(i) **Confidentiality.** Each Member acknowledges that he or it has acquired and will acquire confidential information relating to the business of the Company, its subsidiaries and affiliates and investments, and/or the ATC, including but not limited to business plans, sales and marketing plans, financial information, acquisition prospects, and customer and prospect lists (as such terms may relate to the business or the systems and other trade secrets or know-how of the Company, its subsidiaries and affiliates) as they may exist from time to time (collectively, "**Confidential Information**"), which are valuable, special, and unique assets of the Company's business. Accordingly, each Member and their Affiliates, Relatives and Associates agree that such persons shall not use (for his or its own benefit or otherwise) or disclose at any time any such Confidential Information other than in connection with and as reasonably required to

advance the interests of the Company and its subsidiaries, unless required to do so pursuant to law, subpoena, court order, or other legal process or to their attorneys, accountants and agents and/or to certain persons related or affiliated to the them. These restrictions shall not apply to, and "Confidential Information" shall not be deemed to include, information that is then in the public domain (other than as a result of action by a Member) or obtained independently or prior to the execution of this Agreement.

(ii) Non Compete. Except for the interests in the Company, the Members each covenant that while they are Members, and for a period of three (3) years following the Transfer of all of their Units, they shall not, directly or indirectly own, whether individually or through an Affiliate, Associate and/or Relative, have a financial interest in (including but not limited to equity, notes, debt, or other form of economic interest), manage, operate, control, or participate in the ownership, management, operation or control of, or be employed by or be engaged as a consultant to, or render services or advice to, any business, entity or organization which provides products and services related to the production and sale of marijuana in New York State, or which otherwise directly or indirectly competes or intends to compete with the Company's or its Subsidiaries or Affiliates anywhere in New York.

18. Miscellaneous Provisions.

a. *Expenses*. Each Member shall bear all of its own expenses incurred in connection with the preparation and execution of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants, except where expressly provided herein.

b. *Further Assurances*. Each Member agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the reasonable judgment of the Managers, may be necessary or advisable to carry out the intent and purposes of this Agreement.

c. *Notices*. Any and all notices, requests, consents, waivers or demands or other communications permitted or required to be made under this Agreement shall be in writing, and shall be delivered (a) personally (with signed confirmation of receipt), (b) by overnight mail (with signed confirmation of receipt), (c) by registered or certified mail, return receipt requested or (d) by facsimile or electronic mail (with an automatically generated acknowledgment of receipt). All such notices, requests, consents, waivers or demands or other communications shall be deemed delivered, as applicable: (i) on the date of the personal delivery; (ii) on the date of the signed receipt for certified or registered mail; (iii) on the next Business Day for overnight mail or (iv) when transmitted by facsimile or electronic mail (with an automatically generated acknowledgment of receipt). Notices directed to a Member shall be delivered to the parties at the last address contained in the Company's records, and any Member may change such Member's address in the Company's records by providing the Company with written notice of such change given in conformity with the terms of this Section, to the addresses listed in this Agreement. Any counsel that may be designated by any Member by written notice to the other parties, is hereby authorized to give notices hereunder on behalf of its respective client.

d. *Representations and Warranties.* Each Member hereby represents and warrants to the other Members and the Company (and each Person admitted to the Company shall represent and warrant as a condition to its admission) as follows:

(i) If such Member is not a natural Person, that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation, with all requisite power and authority to enter into and perform this Agreement; and (b) all limited liability company, corporate or partnership action on the part of such Member necessary for the authorization, execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly taken.

(ii) This Agreement has been duly authorized, executed and delivered by such Member and constitutes the legal, valid and binding obligation of such Member, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights, general equitable principles and an implied covenant of good faith and fair dealing. No consents or approvals are required from any governmental authority or other Person for such Member to enter into this Agreement.

(iii) Neither the execution and delivery of this Agreement by such Member, nor the consummation of the transactions contemplated hereby, conflict with or contravene the provisions of (a) if such Member is not a natural Person, its organizational documents, (b) any agreement or instrument by which it or its properties are bound, or (c) any law, rule, regulation, order or decree to which it or its properties are subject.

(iv) Such Member is acquiring its Interests for investment purposes and not with a view to the distribution or resale thereof, or with the present intention of distributing or reselling such interest. Nothing herein shall be construed to create or impose on the Company or any Member an obligation to register any transfer of any Interests or any portion thereof.

(v) They have read this Agreement and have no other understandings other than set forth expressly herein and do not and have not relied on any oral or written representations not set forth herein.

(vi) They have been represented by their own independent counsel of their own choosing, and if not represented by counsel, have chosen not to be represented by counsel; and in construing and interpreting this Agreement it shall be deemed to have been drafted jointly by all the parties and the rule that ambiguity shall be construed against the drafter shall be inapplicable.

e. *Successors and Assigns.* This Agreement and each and every provision hereof shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

f. *Amendments; Waivers.* This Agreement may be amended only by the written consent of a Majority in Interest of the Members; provided that (A) without the written consent of the affected Member(s), this Agreement may not be amended (by merger, consolidation or otherwise) so as to reduce any Member's share of the Company's distributions, income or gains, increase any Member's share of the Company's losses, or increase the obligations of any Member if such reduction or increase would have an adverse effect on such Member (other than as may result from dilution to such Member through the issuance of additional Units) and (B) no amendment, modification or waiver may be approved that is disproportionately adverse to any Member (relative to any other Member holding the same class of Units) without the prior written consent of such Member. Any provision of this Agreement may be waived if, and only if, such waiver is in writing and approved by a Manager (on behalf of the Managers) and signed by the Member against whom the waiver is to be effective. The failure of any Member to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

g. *Governing Law; Choice of Forum.* (i) Subject to Paragraph (ii) below, this Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the internal laws of the State of New York, without reference to the rules regarding conflict or choice of laws of such State.

(ii) In case of any dispute arising under or in relation to this Agreement, the parties shall submit themselves to beis din (tribunal of Torah Law), whose identity is to be agreed between the parties. As such, the parties waive all rights to a trial by jury. Failing agreement within fourteen days, each party will appoint one dayan of the beis din, and the two appointed dayanim will agree upon a third to form a "zabla" arrangement; provided, however, that if any Member breaches or seeks to resist any term, covenant or condition set forth in this Paragraph (ii), the other Members shall not be bound by the limitations of this sentence with respect to such Member's breaching or seeking to resist any term, covenant or condition of this Paragraph (ii).

h. *Waiver of Jury Trial.* EACH MEMBER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE MEMBERS OR ANY CLAIM OF INJURY OR DAMAGE RELATING TO ANY OF THE FOREGOING, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE WITH RESPECT THERETO.

i. *Captions.* Titles or captions of Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

j. *Counterparts.* This Agreement may be executed in several counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members and the Company notwithstanding that all the Members and the Company have not signed the same counterpart. Delivery of an executed counterpart of a signature page by facsimile or Electronic Transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

k. *Entire Agreement.* This Agreement together with the Schedules, Exhibits and Annexes hereto represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, writings or understandings between the parties with respect to the subject matter hereof.

l. *Remedies.* Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to every remedy under this Agreement or now or hereafter existing at law or in equity.

m. *Severability.* If any part or parts of this Agreement shall be held to be unenforceable to its or their full extent, then it is the intention of the parties hereto that such part or parts shall be enforced to the full extent permitted under the law, and in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

n. *Specific Performance.* Each Member acknowledges and agrees that its respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, agrees that, in the event of a breach or threatened breach by an Member of the provisions of this Agreement, in addition to any remedies at law, the Company or any other Member shall, without posting any bond, be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

o. *Fiscal Year.* The fiscal year of the Company shall end on December 31 of each year (a "Fiscal Year"). The Managers may change the Fiscal Year (without the consent of any Member) at any time and from time to time.

p. *Maintenance of Accounts.* The Company shall keep full and accurate books of account and other records of the Company and its Subsidiaries at its principal place of business. On reasonable notice, the following Persons will have reasonable access to such books and records, during normal business hours for any purpose reasonably related to such Person's interest as a Manager or as a Member or Indirect Owner: (a) any Manager or (b) each Member that holds a Percentage Interest of more than 25%.

q. *Bank Accounts; Temporary Investments.* All receipts, funds and income of the Company shall be deposited in the name of the Company in such bank account or accounts of a commercial bank, savings and loan association or other financial institution as the Managers from time to time shall determine. Withdrawals from said banks shall be made on the signature

of two (2) Managers, one from each class, and there shall be no commingling of the moneys and funds of the Company with moneys and funds of any other entity or Person.

r. *Tax Elections.* For United States federal, state or local income tax purposes, the Company shall make any elections agreed upon by the Managers from time to time. Notwithstanding the foregoing, it is intended that the Company be treated as a partnership for federal income tax purposes and neither the Company nor any Member shall make any election (for tax purposes or otherwise) inconsistent with such treatment without the approval of the Managers. Joseph Klein shall be the initial “tax matters partner” of the Company as provided in the regulations pursuant to Section 6231 of the Code (the “Tax Matters Member”). Each Member hereby approves of such designation and agrees to execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be deemed necessary or appropriate to evidence such approval. To the extent and in the manner provided by the Code and the Treasury Regulations, the Tax Matters Member shall have all of the rights, duties, powers and obligations provided for in Sections 6221 through 6232 of the Code with respect to the Company. The Managers shall have the right, in their sole and absolute discretion to replace the Tax Matters Member at any time.

[Remainder of Page Intentionally Left Blank—Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Operating Agreement as of the 18th day of March, 2015.

By:  _____

Name: Joseph Klein

Title: Member

Date: 6/3/15

 _____

By: Rochelle Braun

Title: Member

Date: 6/3/15

MEMBERS' SCHEDULE¹

Member	Initial Capital Contribution*	Adjusted Capital Contribution	Number of Units	Percentage Interest
Joseph Klein	Redacted pursuant to N.Y. Public Officers Law, Art. 6			
Rochelle Braun				
TOTAL:				

¹ THIS SCHEDULE 1 IS SUBJECT TO CHANGE IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT.

NEW YORK **MEDICAL GROWERS, LLC**

**Application for Registration
As a Registered Organization**

To

**The New York State Department of Health
Medical Marijuana Program**

Volume 2 of 3 Volumes

Submitted: June 5, 2015

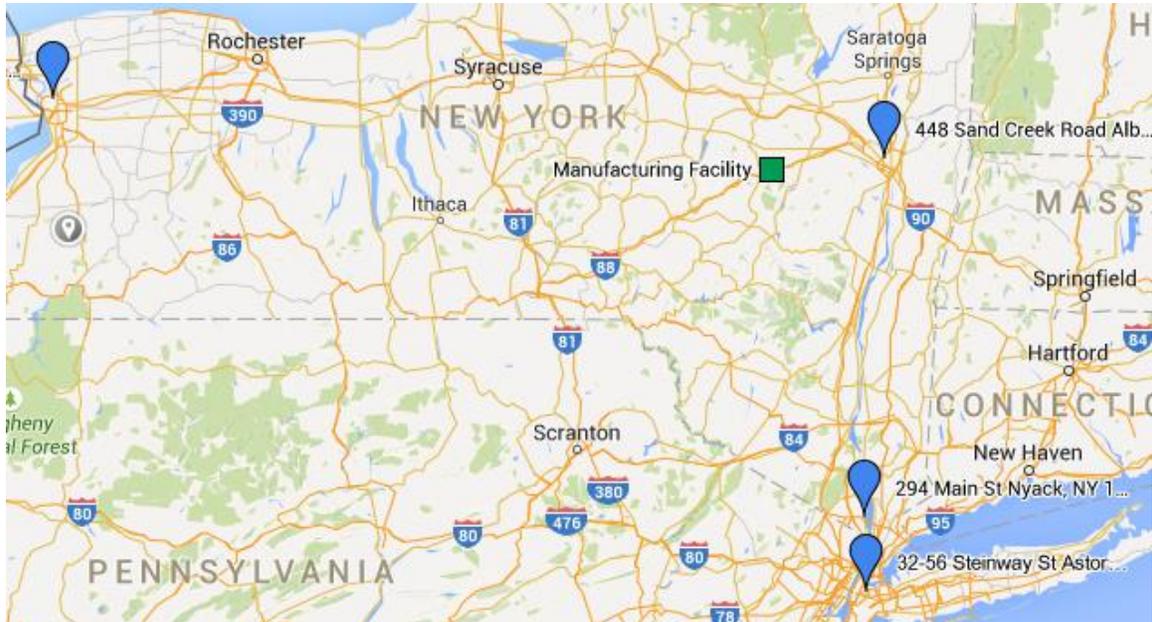
NEW YORK **MEDICAL GROWERS, LLC**

ATTACHMENT A

NEW YORK **MEDICAL GROWERS, LLC**

Attachment A: Identification of Real Property, Buildings and Facilities

Attachment A: Identification of All Real Property, Buildings and Facilities



Manufacturing Facility

223 Mineral Springs Road

Cobleskill, New York 12043

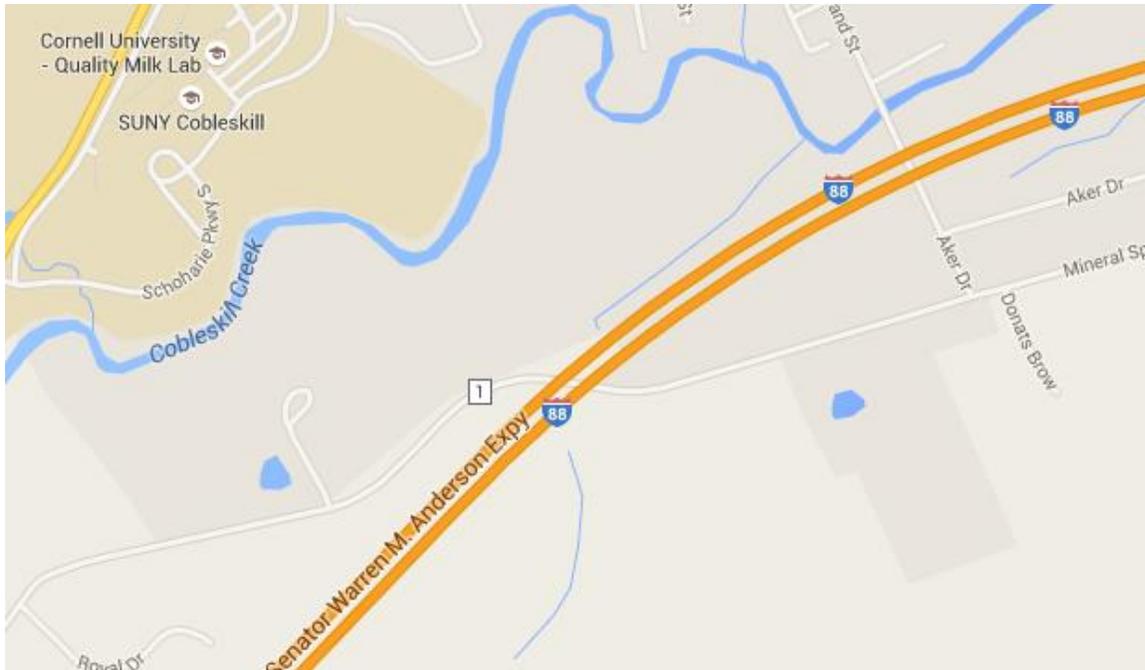
The Manufacturing Facility will be constructed on just over one acre of Coby Farm at Mineral Springs leased from Cobleskill Auxiliary Services (CAS) in Schoharie County. CAS has authorized up to twelve (12) acres of land to be used for this project if needed in the future for expansion. The state-of-the-art Manufacturing Facility will feature a large greenhouse and rooms for extraction, processing, packaging and storage. The Facility's Security features meet or exceed DOH regulations. If granted a registration, NYMG looks forward to constructing a state-of-the-art greenhouse Manufacturing Facility and creating jobs for the local community Cobleskill. Envirotech Greenhouse Solutions has designed the Facility to the specifications of NYMG. NYMG has included a letter from Cobleskill Police Chief Bialkowski regarding the

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Company's ability to comply with all applicable state and local laws and regulations in Appendix M of the Application. In addition, NYMG has approached the Cobleskill Village Zoning Board and has included a letter from Michael Piccolo, Zoning and Code Enforcement Officer with this application. Though subject to site plan review, NYMG is confident in gaining zoning approval expeditiously to proceed with this project, if granted a registration. NYMG is excited about working with the Village of Cobleskill, CAS and SUNY Cobleskill in helping to bring a brand new industry to New York.



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Albany Dispensing Facility

448 Sand Creek Road
Albany, New York 12205

NYMG's Albany Dispensing Facility will be located at 448 Sand Creek Road in Albany, New York. The Facility will be 2,000 square feet and consists of large dispensing floor along with two private consultation rooms for our Pharmacist to meet and counsel patients regarding the therapeutic uses of medical marijuana products. The building is a former convenience store with twelve (12) dedicated parking spots. As a standalone building, it will provide NYMG with the highest level of security, and the ability to prevent diversion, theft and loss of medical marijuana products. The Facility features a [REDACTED]

[REDACTED] The state-of-the-art security system will monitor the premises twenty-four hours a day as required by DOH regulations. The location also allows for convenient delivery of medical marijuana products from the Manufacturing Facility through secure load-in vestibule.

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448 Sand Creek Road—Colonie



Excellent Location Standalone Building

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Buffalo Dispensing Facility

2319 Sheridan Drive

Buffalo, New York 14150

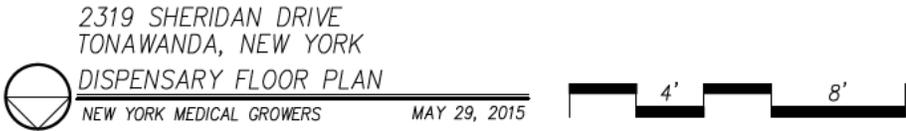
The NYMG Buffalo Dispensing Facility will be located 2319 Sheridan Drive in Tonawanda, in Erie County, will provide access to the western part of the state. The Facility is approximately 3,000 square feet and features a secure check-in area where all patients' information will be verified to ensure that only certified patients or their caregivers will be granted access to the Dispensing Facility, a waiting room, Dispensing Floor, and two consultation rooms for the Pharmacist to consult with patients regarding the medical marijuana products. The Facility is equipped [REDACTED]

[REDACTED]. The state-of-the-art security system will monitor the premises twenty-four hours a day as required by DOH regulations. The location also allows for convenient delivery of medical marijuana products from the Manufacturing Facility through secure load-in vestibule.

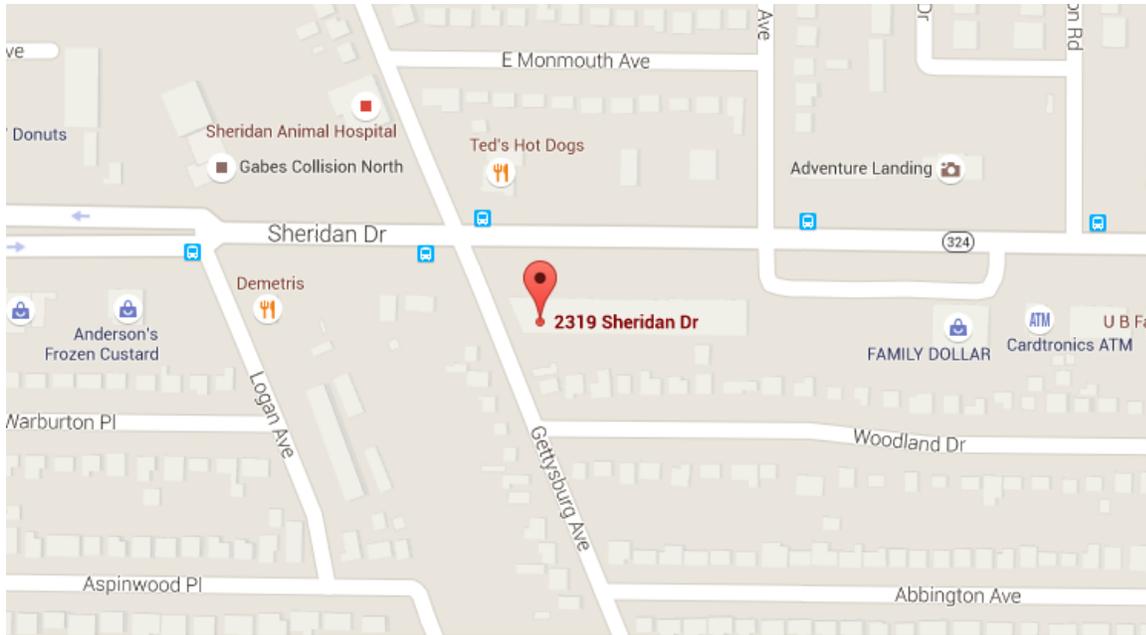


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New York City Dispensing Facility

32-56 Steinway Street
Queens, New York 11103

NYMG's New York City Dispensing Facility will be located at 32-56 Steinway Street in Astoria, Queen. The Facility will be 2,200 square feet and consist of a number of consultation rooms for our Pharmacist to meet with and counsel patients regarding the therapeutic uses of our medical marijuana products. Access to the Facility will be restricted to those individuals possessing valid certifications. This Facility's central location in Queens will allow convenient access both by the Long Island Expressway (Interstate 495) and other highways to Long Island as well access from all five boroughs of New York City. The Facility also offers convenient access via New York City's various forms of Public Transportation. Only steps away from NYCTA E, M and R subway lines, it is also very close to the N and Q lines as well as the Q101 and Q104 bus lines. This Dispensing Facility will provide service to those most in need of OU Kosher Certification, including those members of the community that courageously survived the Holocaust. The

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Facility has a number of security features, [REDACTED]
[REDACTED] r.



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

32-56 STEINWAY STREET
QUEENS, NEW YORK
 DISPENSARY FLOOR PLAN
NEW YORK MEDICAL GROWERS MAY 30, 2015 

NEW YORK **MEDICAL GROWERS, LLC**



Rockland County Dispensing Facility

294 Main Street
Nyack, New York 10960

NYMG’s Nyack Dispensing Facility is a freestanding building that is located just off Interstate 87. The Facility is approximately 2,175 square feet. It consists of a large check-in and waiting area, where NYMG staff will be able to ensure that only certified patients or caregivers enter the premises and a Dispensing area with two large consultation rooms where NYMG’s Pharmacist can consult with patients to discuss the specifics of cannabinoid therapy. The Facility has a number of security features, [REDACTED]

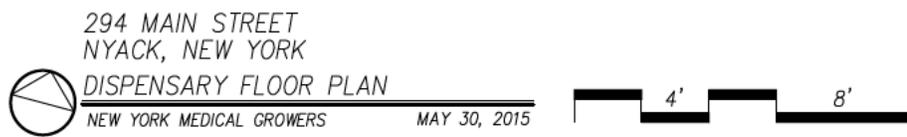
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[REDACTED]. The location is accessible to patients in Westchester, Rockland, Putnam, Dutchess and Orange Counties within a short drive. The Facility is located approximately ½ mile from Nyack Hospital, which houses the Breast Center, the Clinical Cancer Genetics Program, and the Weil Cornell Multiple Sclerosis Center where many of those suffering from qualifying conditions in the Hudson Valley go for treatment. The Facility’s close proximity will enable safe access to cannabinoid therapy should practitioners recommend it. This Dispensing Facility will also provide service to those most in need of OU Kosher Certification, including those members of the community that courageously survived the Holocaust.



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ATTACHMENT B

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Attachment B: Equipment

Manufacturing Facility

Terra Universal Air Shower; Powder-Coated Cold-Rolled Steel, 70"W x 72"D x 120"H

A) Both doors to have a width of 36"

B) At least 18" from the edge of the door's strike side to the interior wall

- Dimensions: 70"W x 72"D x 120" H (includes blower)
- Fabricated of powder coated steel with anodized aluminum doorframes with SDPVC panels
- Blower: 3600 RPM with 13.5" (343 mm) wheel diameter produces 1820 CFM at 2" WG
- Self-contained unit solves decontamination problems
- Air velocity ensures efficient scrubbing action to remove particulate matter
- Interlocking door prevents cleanroom cross-contamination
- Microprocessor panel provides programmable control of access door operation

Cultivation Equipment

Section		Description of Equipment	Description of the use of equipment
Clone room	13	Uline Mobile Shelf, 5 shelf unit H-4257 48" x 24" x 78"	Modular cloning rack system.
Clone room	13	4-outlet C.A.P. (MLC-4XT) light controller-timer.	One for each cloning rack to control the three light fixtures on a rack.
Clone room	39	Quantum T5 fixtures, 4' 4bulb. Three per rack.	To provide full spectrum light to clones
Clone room	13	Active aqua pro utility pump 500gph.	Used to pump the fertilized water through the hydroponic trays to water the clones.
Clone room	39	Active Aqua ABS Plastic Hydroponic Tray. 45" x 22" x 6.5"	Contains propagating clones
Clone room	52	Active Aqua 1/2" drain down.	Part of the irrigation and drainage of the clone trays
Clone room	52	Active Aqua Screen fitting	Keeps large debris from clogging the clone irrigation system.

Clone room	13	Botanicare white ABS Plastic 10 gallon reservoir w/lid	Holds the fertilizer water for the feeding of the clones
Clone room	13	C.A.P. adjustable recycling Irrigation Timer	Controls pumps for clone propagation racks
Clone room	65	1/2" Hose clamps	Secures all tubing to fittings for clone racks
Clone room	400	1/2" vinyl tubing	Transports water to clone racks
Clone room	156	Hydro farm 10"x20" mesh bottom propagation trays	Holds the flats for propagation media
Greenhouse		Grodan Hugo Gro Block 6" x 6" x 5.8" Rockwool cube	Media for plants in veg and bloom stage
Clone room		Grodan 50/40 6/15 2" x 2" 50 site Rockwool cube flat	Media for propagating cuttings
Greenhouse		Grodan Big Mama 8" x 8" x 8" Rockwool cube	Media for mother plants
Fertigation area	1	CCS Fertigation Manager HFM computer controlled fertilizer Injector system.	Controls 8 electronic injectors, control water pump, and 5 irrigation valves. Includes EC, pH and water flow meters mounted on fertilizer injector machine. Fertilizer injection to be proportional to water flow or by EC and pH set points
Fertigation area	1	Watts series R14-05-1131100 Commercial Reverse Osmosis Systems	Filtration of fresh irrigation water of Total Dissolved Solids Up to 9000 gallons per day R/O Machine (wall mount)
Fertigation area	2	OZ1 Ozone/Oxygen water sterilization system. Stainless steel frame with Ozone & Oxygen Generator	Creates high levels of dissolved oxygen in irrigation water to eliminate pathogens in the irrigation water and piping
Fertigation area	3	Watts AMZ24F3150 Micro Z media filter with Automatic Backwash system	Filtration of particulate matter returning through the irrigation system
Fertigation area	5	MT1 Level	Controls flow of irrigation water through

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		Meter/Controller.	various pumps and stages
Fertigation area	1	Pump Control Panels	Controls irrigation pumps
Fertigation area	2	P1 2hp pump with foot valve.	Irrigation pumps
Fertigation area	1	P4 3hp pump.	Irrigation pumps
Fertigation area	1	EC meter and controller.	Communicates real-time EC readings to the Fertigation Manager Computer to monitor and inform fertilizer usage.
Fertigation area	1	MV GF Fischer Motorized PVC Tru Union 3way Mixing Valve 2"	Mixes leachate water and fresh water:
Fertigation area	3	V1 GF Fischer Motorized PVC Tru Union Ball Valve 2"	Controls flow of irrigation water
Fertigation area	1	Motorized Valve Panels	Controls motorized irrigation valves
Fertigation area	10	Valve G1 Netafim Series 80 nylon 2 way control valves	Controls the flow of water to the designated irrigation zones
Fertigation area	2	T1 Norwesco 550 Gallon Underground water cistern polyethylene storage tank	Catchment cistern for catchment of recycled irrigation water
Fertigation area	3	T3 Norwesco 6000 Gallon Vertical polyethylene storage tank	Storage tanks for fresh and recycled irrigation water
Fertigation area/Greenhouse area	3,600'	2" Sch. 40 PVC	Distribution of main irrigation lines, drainage lines, and irrigation headers.
Greenhouse	14	PVC Ball Valves	To allow for manual maintenance of irrigation equipment
Greenhouse	4	PVC check valves	Maintains the pressure throughout the irrigation system, and to avoid cross contamination
Greenhouse	19	2"x2" SxS PVC 90 degree Elbow pipe	Irrigation pipe fitting
Greenhouse	19	2" S x 1" FPT PVC reducer bushing	Irrigation pipe fitting
Greenhouse	236	2"x2"x1" SxSxFPT	Irrigation pipe fitting

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		PVC Tee	
Greenhouse	255	1" x 12" MPT x MPT Sch. 80 PVC Riser	Irrigation fitting
Greenhouse	255	3/4" x 3/4" FPT x FPT PVC 90 degree Elbow	Irrigation fitting
Greenhouse	255	1" FPTxS PVC 90 degree Elbow	Irrigation fitting
Greenhouse	255	1"x 3/4" SxFPT PVC reducer bushing	Irrigation fitting
Greenhouse	255	3/4"x 4" MPTxMPT PVC Sch. 80 riser	Irrigation fitting
Greenhouse	255	3/4" MPT x 3/4" Ez loc coupler with ball valve	Irrigation fitting
Greenhouse	200'	3/4" nylon Flex tubing	Irrigation fitting
Greenhouse	18	Dramm 350/4 AME HAF Fan	Circulation fans to effectively stir and mix air in the cultivation environment.
Greenhouse	3	Dramm PS-10 Speed Controller	Variable speed controller to control stirring fans
Greenhouse	6	RB120-11 tube motor	Tube motors roll blackout screens in greenhouse up and down
Greenhouse	5	Ridder RW243 motor	Motors drive curtain systems in greenhouse to control light transmission and photoperiod
Greenhouse	6	Agam VLHC 1020SC	Dehumidification and climate control system for greenhouse
Greenhouse	648	Agrolux ALF1000 DE HPS lamps	High quality efficient light fixtures to supplement natural light in the greenhouse
Greenhouse	1	CCS Climate manager environmental control system	Controls climate control equipment in greenhouse including heating, cooling, lighting, dehumidification, ventilation, and shading
Greenhouse		LS Harmony 4515 O FR	Shade screen for climate maintenance in greenhouse
Greenhouse		LS Obscure blackout fabric W/B + B/B + B/W	Blackout screen for overhead blackout system for photoperiod control in greenhouse
Greenhouse		LS Hortiroll blackout fabric	Blackout screen for roll-up walls in greenhouse
Greenhouse	6	CCS Aspirated Temperature and humidity sensors	Records and communicates temperature and humidity in the greenhouse

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Greenhouse	3	CCS CO2 meters with Digital Display	CO2 meters to monitor CO2 levels in the greenhouse
Greenhouse	3	CCS Par sensor	Measures available light in the greenhouse and signals shading or supplemental lighting according to the crop needs
Greenhouse	1	CCS external weather station	Weather station monitors external climate conditions and adjusts internal conditions accordingly
Boiler house	3	RBI Spectrum high efficiency boiler system	Boiler system will provide hot water to greenhouse for heating and dehumidification
Boiler house	3	Bell & Gossett Inline Centrifugal Cast Iron Pump	Recirculates hot water through boiler loop
Boiler house	1	Bell & Gossett Inline Centrifugal Cast Iron Pump	Delivers hot water to snow melt system in greenhouse
Boiler house	3	Bell & Gossett Inline Centrifugal Cast Iron Pump	Delivers hot water to heating and dehumidification coils for climate control in greenhouse
Boiler house	1	Bell & Gossett Inline Centrifugal Cast Iron Pump	Delivers hot water to maintain temperature in irrigation water system
Boiler house	1	Bell & Gossett Inline Centrifugal Bronze Pump	Delivers hot water to water storage tanks
Boiler house	2	Belimo 24V actuated 2 way control valve	Controls water flow to indoor air handlers
Boiler house	9	Be limo 24V actuated 2 way control valve	Controls water flow to outdoor air handlers
Boiler house	6	Be limo 24V actuated 2 way control valve	Controls water flow to Agam VLHC dehumidification systems
Boiler house	9	Flow Design Automatic flow regulator	Controls water flow to indoor air handlers
Boiler house	2	Flow Design Automatic flow regulator	Controls water flow to indoor air handlers
Boiler house	6	Flow Design Automatic flow regulator	Controls water flow to Agam VLHC dehumidification systems

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Greenhouse	255	KG Palletized tables with ebb and flood bottoms	Tables are used for cultivation in greenhouse
Greenhouse	27	Table system lifting conveyor frame	Raises and lowers palletized tables onto transport lines to move in and out of greenhouse
Greenhouse	510	2.5" PVC water inlet line	Delivers irrigation water from main supply lines to individual palletized tables
Greenhouse	255	Crop support system	Aluminum frame set on top of palletized tables to support crop weight
Greenhouse	1	Palletized table container tipper	Enables washing and sterilizing of tables by tipping containers at 90 degrees to be cleaned and washed
Greenhouse	2	Uline Stainless Steel Carts (Model # H-3351) 36"x18"x35"	Plant maintenance
Greenhouse	2	Root-Lowell Electric AtomisT 2-gallon Sprayer	Application of bioinsecticides, and bio fungicides for the maintenance of garden health
		Air Shower	

Greenhouse	HVAC	Outdoor Air Handler Unit (AHU-1 thru AHU-9)	AAON / M3-0-060-108X-99	Each greenhouse zone is served by three (3) 26,000 CFM constant volume, blow-through AHUs, with minimum outside air volume to maintain positive pressure in the GH. The AHUs have chilled water and heating hot water coils to cool, heat, and dehumidify the greenhouse zones. Hot water coils w/ circulating pumps provide freeze protection. A multi-fan array is provided on supply so that if one fan fails the other fans can ramp up to provide the design airflow using the VFDs. Fan VFDs will also be controlled to offset filter loading. MERV 8 pre-filters are provided upstream of the supply fan. Conditioned air is distributed overhead with 30" clear PVC piping to create uniform climate.	9
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NEW YORK **MEDICAL GROWERS, LLC**

Greenhouse	HVAC	Agam Unit (AG-1 thru AG-6)	Agam Greenhouse USA / VLHC 1020SC	First stage of heating, cooling, and dehumidification will be provided by two (2) Agam units located in each greenhouse zone. These units include a hot water and chilled water coil.	6
Greenhouse and Head House	HVAC	Duct Smoke Detector	Furnished by contractor	A duct smoke detector is placed in Indoor and Outdoor AHUs for shut down in the event of a fire or detection of smoke	11
Head House	HVAC	Indoor Air Handler Unit (AHU-10, AHU-11)	AAON	Two (2) packaged 5,000 CFM, variable flow-reheat AHUs with chilled water and heating water coils will serve all public and staff areas. Air distribution will be with 12 VAV units. Hot water coils w/ circulating pumps provide freeze protection. MERV 8 pre-filters and variable frequency drives on fans will be provided.	2
Head House	HVAC	Combo O2/CO2 Monitoring System (OMS-1)	CO2 Meter / RAD-0200	Monitor (with alarms) CO2/O2 levels in Extraction Room.	1
Head House	HVAC	Humidifier (H-1, H-2)	ML System / 104735005 (High Pressure Pump Station)	Provide humidity control in the Extraction and Processing Rooms	2
Head House	HVAC	Dehumidifier (DH-1, DH-2, DH-3)	GE / 70-Pint (In Room)	Provide humidity control in Dry Rooms 1, 2, and 3	3
Head House	HVAC	Four-Pipe Fan Coil Unit (FCU-1 thru FCU-10)	AAON /	Ten (10) FCUs have cooling and heating coils to heat and cool Extraction, Processing, Dry Rooms, Clone Room, Packaging, Vault, Electrical Room, and Boiler Room. The FCUs have VFDs on fans and MERV 13 filters.	10
Head House	HVAC	Variable Air Volume Terminal Unit (VAV)	Price / SDV-5	Twelve (12) VAV units w/reheat will distribute conditioned air to public and staff areas - Packaging, Vault, Break Room, Offices, Conference, Security Operations, Cultivation Admin and Manager, Security Desk, Shipping/Receiving, and Receiving Vestibule.	12
Head House	HVAC	Return Fan (RF-1)	Greenheck	A return fan is provided for AH-11 to control airflow back to unit based on supply and pressure.	1
Head House	HVAC	Hood Exhaust Fan (EF-2 and EF-3)	Greenheck / Vektor-H	Hood exhaust fans are provided to remove potentially hazardous air from Processing Room Bench Hood and Oven Hood	2

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Head House	HVAC	Restroom Exhaust Fan (EF-6 and EF-7)	Greenheck / In-line	Dedicated exhaust fans are provided to remove odors from Men's/Women's Staff Restrooms and Locker Rooms	2
Head House	HVAC	Room-Dedicated Exhaust Fan (EF-1, EF-4, EF-5)	Greenheck / In-line	Dedicated exhaust fans are provided to remove odors and/or contaminants from Extraction, Grinding, and Break Rooms	3
Head House	HVAC	Ceiling Exhaust Fan (CEF-1)	Greenheck	Dedicated exhaust fans are provided to remove odors from ADA Restroom	1
Head House	HVAC	Circulating Fan (CF-1)	Dramm AME / 350/4 AME HAF	Circulating Horizontal Air Flow fans in the greenhouse provide air movement and circulation in plant canopy to enhance transpiration and nutrient delivery, and prevent mold growth	1
Plant	HVAC	Variable Frequency Drive (VFD-R-1 and VFD-HWP-4, 5, and 6)	ABB / ACH-550	VFDs on the Hot Water Pumps control flow and pressure of hot water based on demand. VFDs on the Return Fan control airflow based on	4
Plant	HVAC	Evap Condensing Chiller	AAON / LL-350-3-A	Two (2) 350-ton chillers have high-efficiency scroll compressors, variable frequency drives, and R-134A refrigerant. The plant will be factory-assembled in a boxcar with all pumps and accessories piped and wired for fast installation.	2
Plant	HVAC	Fluid Cooler	AAON / FZ-350	When ambient Temp < 43 degF, make CHW with fluid cooler rather than using compressors. Fan operation is adjusted to maintain constant CHW supply temperature.	1
Plant	HVAC	Boiler (B-1, B-2, B-3)	RBI / Futera III (MB-2500)	Three (3) 2500 MBH gas boilers with 88% efficiency will provide heating hot water to the AHUs and FCUs on the project. They will be provided with modulating controls and relief valve set.	3
Plant	HVAC	Chemical Pot Feeder (CHEM-1)	Griswold / FB-5	Chemical feeder to hydronic hot water heating system.	1
Plant	HVAC	Expansion Tank (ET-1, ET-2)	Wessels / NLA-600	Expansion tank for the hydronic hot water heating system.	2
Plant	HVAC	Primary Hot Water Pump (HWP-1, 2, 3)	Bell & Gossett Primary Pump / Series 80	Circulate hot water to AHUs and FCUs for conditioning the greenhouse and head house	3

NEW YORK **MEDICAL GROWERS, LLC**

			4X4X7;		
Plant	HVAC	Secondary Hot Water Pump (HWP-4, 5, 6)	Bell & Gossett Secondary Pump / E-1510 1.25AD	Maintain circulation pressure in secondary pipes serving AHUs and FCUs for conditioning the greenhouse and head house	1
Plant	HVAC	Secondary Hot Water Pump (HWP-7)	Bell & Gossett Secondary Pump / E-1510 1.25AD	Circulate hot water to snow melt pipes in greenhouse gutter.	
Plant	HVAC	Air & Dirt Separator (AS-1)	Spirotherm / VDT-800	Eliminate air and dirt from heating hot water system.	
Head House	Plumbing	Water Closet (WC-1, WC-2)	American Standard / Madera Flowise	Water closet with flush meter and 1.1 GPF. WC-2 is ADA.	6
Head House	Plumbing	Lavatory (LV-1)	American Standard / Murrow with Everclean	Lavatory faucet with electronic valve and 0.5 GPM. LV-2 is ADA.	3
Head House	Plumbing	Lavatory (LV-2)	American Standard / Ovalyn	ADA Lavatory faucet with electronic valve and 0.5 GPM.	4
Head House	Plumbing	Kitchen Sink (SK-1)	Elkay / ELUHA D2816 with Chicago Faucet	Deck mounted, single-lever, and 1.5 GPM	1
Head House	Plumbing	Free Standing Sink (SK-2)	Elkay Custom Sink / American Standard Utility Faucet	Free standing, 3-compartment sink	1
Head House	Plumbing	Urinal (UR-2)	American Standard / Washbrook Flowise	Ultra high-efficiency urinal with sensor flush valve and 0.125 GPF.	1
Head House	Plumbing	Service Sink (SSK-1)	Florestone Terrazzo	Floor mounted sink	

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			/ Amercian Standard Faucet		
Head House	Plumbing	Shower (SH-1)	Tiles / Symmons Model 96-500-L-V-X-6 mixing valve	ADA shower located in the locker room for use by staff.	2
Head House	Plumbing	Drinking Fountain (DF-1)	HAWS / #1011 Hi-Lo	ADA drinking fountain for use by staff	1
Head House	Plumbing	Emergency Eyewash (EEW-1)	Guardian / #G1806L H	Emergency eyewash provided	1
Site	Plumbing	CO2 Liquid Tank	By local CO2 supplier	Greenhouse supply air will be enriched with CO2 from the liquid storage tanks. These tanks are sized to be replenished once a month.	1
Head House	Plumbing	Water Heater (WH-1, 2)	PVI / Conquest Model 40L130A -GCL	Two (2) 130-gallon water heaters provide domestic hot water to showers, lavatories, and sinks in the Head house.	2
Head House	Plumbing	Domestic Water Expansion Tank (DET-1)	Amtrol / ST-20V-C	Expansion tank serves the domestic hot water heating system.	1
Head House	Plumbing	Mixing Valve (MV-1)	Powers / LFSH143 5	Mixing valve serves the domestic hot water heating system	1
Head House	Plumbing	Ice Maker Box (IMB-1)	Guy Gray / FRIB12S HA	Ice maker provided to the head house.	1
Head House	Plumbing	Industrial Gas Water Heater (IWH-1,2)	PVI / Conquest Model 40L130A -GCML	Industrial gas water heater provides hot water to the greenhouse.	2
Head House	Plumbing	Industrial Water System Expansion Tank (IET-1)	Amtrol / ST-20V-C	Expansion tank serves the industrial hot water system.	1
Head House	Plumbing	Floor Drains	Zurn / Z-415B and	Floor drains are provided in the Boiler Room.	

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		(FD-1)	Z-550		
Head House	Plumbing	Floor Sink (FS-1)	Zurn / ZZ-1950	Floor sink is provided in the Boiler Room.	2
Head House	Plumbing	Floor Cleanout (FCO)	Zurn / ZN-1400-VP	Cleaning access	
Head House	Plumbing	Wall Cleanout (WCO)	Zurn / Z-1474	Cleaning access	
Head House and Greenhouse	Plumbing	Hose Bib (HB-1)		Hose connection to domestic cold water supply to allow for wash down, landscape watering, and other exterior water needs	12
Head House	Plumbing	Domestic Water Recirculating Pump (CP-1, 2)	Granados / UP-26-96	Two (2) inline, 12 GPM, 3-speed recirculating pumps will maintain flow in the domestic hot water system.	2
Head House	Plumbing	Industrial Water Recirculation Pump (ICP-1, 2)	Grundfos / UP-26-97	Two (2) inline, 12 GPM, 3-speed recirculating pumps will maintain flow in the industrial hot water system.	2
	Electrical	Main Switchboard		One (1) 2000A, 277/480V, 3 phase main switchboard will distribute power from the supply to the panelboards serving the building.	1
	Electrical	Equipment Panel Board		Equipment panel boards will distribute power to various parts of the building, including lighting	1
	Electrical	Fire Alarm/Life Safety Panel Board		Separate emergency panel board for fire alarm/life safety system.	1
	Electrical	Emergency Generator		The diesel-fired emergency generator will support the following equipment for 12 hours using a belly tank: Emergency exit lights, snow melt system, boiler controls, Agam units, Clone room equipment, Fire Alarm, Security System, Dry room equipment, BMS, and Data network and PCs. The estimated size of the generator is 800 kW (1000 kVA) and will feed a 1200A distribution board. The fire alarm system will have its own internal batteries.	1
	Electrical	Receptacles		Receptacles and local lighting switches will be placed at the height required by ADA. Corridor convenience receptacles will be located maximum 50 feet on center and on circuits dedicated for corridors only. Receptacles in electrical room will be located at +40" AFF and placed adjacent to room entry door.	82 (79 in HH 3 in GH)

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	Electrical	Transformers		Dry type panel boards will step down 480V power to 120/280V for local branch circuit panel boards.	2
	Electrical	Circuit Breakers		2000 Amp circuit breakers will protect the main switchboard from overload and short-circuiting.	
	Electrical	Digital Meters		Digital meters will track electrical energy usage by type of load.	
	Electrical	Grounding System		A central grounding system will be provided using ground rods, concrete-encased electrode, and connections to the water piping system and building steel.	
	Electrical	Fire Alarm Annunciation		Speaker/strobe devices will be installed to allow evacuation signals to be easily heard throughout the building. They will operate upon activation of any sprinkler flow switch, manual pull station, or smoke detector.	16 16 in HH
	Electrical	Exit Signs		Single circuit LED type located to define the egress pathway. Equipped with automatic source of emergency power	
	Electrical	Smoke Detectors		One will be provided in each electrical, telecom, and mechanical equipment room. One at each side of door hold/open divides. Duct mounted smoke detectors	
	Lighting	Site Lighting		Exterior building mounted fixtures will be full cut-off type	
	Lighting	Egress Lighting		Egress illumination will maintain an average of 1 foot candle and minimum 0.1 fc measured at floor	
	Lighting	Head House		Light Emitting Diode (LED) fixtures will be provided. Where LEDs are not appropriate, fluorescent lighting fixtures will utilize 277-volt electronic ballasts with T8 or T5 lamps.	
	Lighting	Greenhouse		Supplemental lighting will be provided with High Pressure Sodium lamps.	

Extraction Equipment

Tuttnauer 3870M Large Capacity Manual Autoclave

The Autoclave will be used for cleaning and sterilizing vessels tools and equipment that will be used in extraction and processing. The pressure chamber sterilizes equipment and supplies by subjecting them to high pressure saturated steam at 121 °C (249°F) for around 23-32 minutes depending on the size of the load and the contents. The autoclave has a double safety-locking device to prevent door from opening while chamber is pressurized and holds 22 gallons.

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Specs:

Adjustable to 273F (134C) and 30 psi

Overall-34.5" L x 26" W x 20.6" H

Chamber-15" L x 27" W

Tray dimensions- (small-11.3" x 26.6" x1") (large-13.8"x26.6"x1") qty 2

Stand Dimensions (36"x24"x33")

Voltage-230V, 50/60 (hz) 209 lbs. "

Grinding Room equipment

(a) Shredder -Worx WG430 13 Amp Electric Shredder

(1) Description: The Worx Shredder is compact mulching machine for shedding the dried marijuana plant material to a fine particle size so that surface area is increased and extractions are more efficient. The dried marijuana is inserted into the top of the shredder, and brought through a rotating blade into a collection bag attached to the bottom.

(2) Specs for the Worx Shredder:

(i) 22.6"L x 22.6"W x 13.2"H

(ii) 120 V

(3) Operation:

(i) Shall be located in the grinding room

(ii) Provide a 2 ft. clearance all around for working room.

(iii) Worx Shredder shall be calibrated and maintained according to manufacturer's specifications.

(iv) The Worx Shredder shall be sterilized with ethanol on all of its contact surfaces, and shall be oiled with non-toxic, vegetable based oils.

Extraction Room Equipment

(a) WATERS CO2 machine pre filter- Millipore® XX4502500 High Pressure Stainless Steel Membrane Filter Holder with Whatman™ 7148-002 WME Gridded White Mixed Cellulose Ester Membrane Filter & Pad

(1) Description: The CO2 filter will precede the Waters SFE extraction machine to prevent any contaminants from entering into the CO2 extraction process. The filter holder is stainless steel and may be autoclaved repeatedly for sterile applications.

(2) Specs:

Fitting Inlet: 1/8-Inch NPTF; Fitting Outlet: 1/8-Inch NPTF;

Max Inlet Pressure: 345bar / 5000psi

O.D. x Height: 5.1 x 3.2cm; Filtration Area: 2.2cm²

Stainless Steel Construction; Fully Autoclavable for Sterile Applications; Buna-N Silicone Gaskets

Filter specs: Diameter: 25mm. Pore Size: 0.8µm. Thickness: 140µm. Grid: white/black grid 3.1mm.

(b) CO2 Extraction Machine - Waters Corp. SFE BBSE with Two 10L Extraction vessels up to 10k psi rated, 200 g/min pump

(1) Description: The Water's SFE Bio-Botanical Extraction System is a multi-vessel supercritical fluid extraction system that uses supercritical Carbon Dioxide (CO₂) to extract the medicinal compounds from marijuana flowers and leaves. The plant material is placed in one of two 10-liter vessels, capped, and then pressurized with high pressure CO₂ in the range of 1000 to 8700 psi. At temperatures at or above 30 degrees C. At that pressure the CO₂ acts like a solvent, and dissolves the medicinal compounds of the marijuana material, which is carried through pressurized tubes into the collection vessels where the medicinal compounds drop out of the CO₂ as it de-pressurizes. During the four hour processing of one 10 L material vessel, the other vessel can be cleaned and loaded for the next run. The system has a CO₂ recycler; so that most of the CO₂ is recovered and re-used.

The Water's BBES is run by a computer control interface, that gives the operator a wide range of extraction procedures and 'recipes' that can be saved and ran consistently again. With the higher-pressure capabilities, up to 10K PSI, and the multiple pressurized collection vessels, the Waters BBES provides capabilities of extracting a greater range of medicinal cannabinoid and terpene compounds than most Supercritical CO₂ machines being used for marijuana extraction today. At maximum capacity, the Waters SFE BBES can process approximately three pounds of dried cannabis material every four hours, and produce approximately 19 kg of marijuana extract a month.

(2) Specs for the Water's SFE Bio-Botanical Extraction System:

(i) Two 10L Extraction vessels up to 10k psi rated, 200 g/min pump

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(ii) System Dimensions

Main System - 68" L X 24" W X 48" H

Computer Table - 24" L X 24" W X 36" H

CO2 Recycler - 40" W X 35" D X 62" H

Chiller - 36" W X 12" D X 36" H

(iii) Electricity Requirements for the main system

220V 1 X 20A circuit with 2 X 6-20R receptacles

220V 1 X 20A circuit with 1 X 6-20R receptacle

120V 1 X 15A circuit with 1 X 5-20R receptacle

(iv) Electricity Requirements for the Water Bath

120V 1 X 15A circuit with 5-15R receptacle

(v) Electricity Requirements for the Computer

120V 1 X 15A circuit with 3X 5-15R receptacle (Computer, Monitor, Printer)

(vi) Electricity Requirements for the CO2 Recycler

120V 1 X 15A circuit with 2 X 5-15R receptacle

220V 1 X 20A circuit with 1 X 6-20R receptacle

(3) Operation:

(i) CO2 Machine shall be located in the extraction room.

(ii) CO2 Machine shall be calibrated, maintained and operated according to manufacturers specifications.

(c) PureAire Monitoring Systems Oxygen Deficiency Monitor"PQS1000

(1) Description - The PureAire PQS1000 will monitor the oxygen levels in the Extraction Room to ensure safe levels of oxygen. Although the CO2 gas is not toxic, it can displace oxygen and lead to dizziness, passing out, and eventually asphyxiation and death. The Oxygen Alarm will trigger a loud sound and lights when oxygen levels fall below a safe level, to alert any operator of the potential health threats of depleted oxygen.

(2) Specs:

Dimensions

3.25" L x 5.5" W x 3.5" H

Processing Room Equipment

(a) Walk In Freezer - Remote Condensing C8 ft. x 10 ft., With Floor

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(1) Description: The Walk-In Remote Condensing Unit Indoor Freezer will be used to dry and crisp marijuana plant material before shredding and extraction. It will be fitted with sturdy racks to facilitate the de-waxing (winterization) and filtering process for the production of Vapor Cartridges.

(2) Specs for the Walk In Freezer:

- (i) Model#: 185-051
- (ii) 7'7" walk-in height with remote refrigeration system
- (iii) Spring-loaded door closer, spring assist hinge, deadbolt locking handle and inside safety release.
- (iv) Vapor proof light fixture (with switch) for high efficiency CFL bulb, lighted temperature display and anti-condensation doorframe heater (requires 120V connection)
- (v) Digital thermometer
- (vi) 4" foamed in place CFC-free polyurethane insulation
- (vii) Corrosion resistant, stucco embossed steel walls and ceiling
- (viii) Floor: Smooth aluminum floor
- (ix) Weight: 1857 lbs.
- (x) Width: 8'; Depth: 10'; Height: 7'7"
- (xi) Cu. Ft.: 463
- (xii) Door Size: 26"Wx78"H
- (xiii) HP: 1
- (xiv) Style: Remote Refrigeration
- (xv) Temp Range: -10°F
- (xvi) Type: Indoor
- (xvii) Voltage: 208/230V

(3) Operation of Walk In Freezer

- (i) Walk In Freezer will be located in the Processing Room.
- (ii) Freezer shall be calibrated, maintained and operated according to manufacturers specifications.

(b) Fisher Scientific Traceable Refrigerator/Freezer Alarm Thermometer

The Freezer Alarm will be monitor freezer temperature to ensure consistent and correct temperatures are maintained throughout the production processes that require low temperatures. The temperature-buffered sensor-sealed in bottled glycol solution provides accurate reading when freezer/refrigerator doors are open. Fisher Scientific Model: 0666411.

Specs:

Range -50 to +70°C (-58 to +158°F)

Resolution 1°

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Accuracy ±1°C
Dimensions 2.75 x 4.25 x 0.75 in.
Weight 4 oz."

Certifications: Individually serial-numbered Traceable™ Certificate is provided from an ISO 17025 calibration laboratory accredited by A2LA. It provides traceability to standards provided by NIST.

(c) Welch Vacuum Direct-Drive High Vacuum Pumps, Welch # 8905A (2)

(1) Description: The Welch Vacuum Pumps will provide vacuum pressure for the Vacuum Oven and the Rotary Evaporator. The pump has a direct-driven, two-stage rotary vane high vacuum pump and ranges in free air displacement from 51 to 320L/min with ultimate pressure to 1×10^{-4} torr. Built-in oil anti-suck back mechanism keeps the pump isolated from the rest of the vacuum system whenever the motor stops. A gas ballast valve inhibits vapors from condensing in the pump chamber. All pumps are thermal overload protected.

(2) Specifications:

- (i) Dimensions: 36.8L x 13W x 21.3Hcm
- (ii) Electricity: 115 V

(3) Operation: Welch Vacuum Pumps:

- (i) Will be located in the Processing Room;
- (ii) Shall be calibrated, maintained and operated according to manufacturers specifications.

(d) 20L Rotary Evaporator

(1) Description: The Rotary Evaporator will be used under the fume hood for removing and recovering alcohol from the De-waxing procedure used in the Vapor Cartridge oil processing, and the Alcohol Extract Oromucosal Oil process. In both processes, alcohol mixed with marijuana extract is poured into a flask at one end of the Evaporator, which is then attached to a vacuum-sealed rotating column. The evaporator rotates the flask over a hot water bath while creating vacuum pressure. The alcohol evaporates out of the flask, and condenses to a liquid at a cooled reflux condenser on the other side of the machine. The liquid alcohol is collected in a recapture vessel. The Evaporator is run until the alcohol is sufficiently removed from the marijuana oil.

(2) Specs of 20L Rotary Evaporator:

- (i) Tabletop dimensions 36" L x 36" D x 48"H
- (ii) Electricity: 120 V

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(3) Operation of 20L Rotary Evaporator

- (i) Rotary Evaporator will be located in the Processing Room.
- (ii) Rotary Evaporator shall be calibrated, maintained and operated according to manufacturers specifications.

(e) Shel Lab SVAC2E Vacuum Oven

(1) The Shel Lab Vacuum Oven will be used for degassing and removing residual alcohol from purified Vapor Cart Brand Oil, and will also be used for decarboxylating Alcohol and CO2 Extracted Oromucosal Oils. The Oils are placed in the Vacuum oven in a heat tolerant vessel, and the door is closed and sealed. The external Welch Vacuum pump is turned on, which creates vacuum pressure inside the oven. Heat and vacuum pressure can be varied to perform the various processes contained in the production Standard Operating Procedures.

(2) Specs of the Vacuum Oven:

- (i) 1.7 cu. ft. Vacuum Oven
- (ii) Dimensions: 18.5" L x 27.8" W x 25.3" H - BENCHTOP
- (iii) Electricity: 120 V

(3) Operation of the Vacuum Oven:

- (i) Vacuum Oven will be located in the Processing Room.
- (ii) Vacuum Oven shall be calibrated, maintained and operated according to manufacturers specifications.

(f) THINKY MIXER ARV-5000 Planetary Centrifugal Vacuum Mixer

(1) Description: The Thinky ARV-5000 Planetary Centrifugal Vacuum Mixer will be used to homogenize the Brand Oils to a uniform consistency. The Brand Oil is placed in the mixing vessel and inserted into the Mixer. When engaged, the mixer spins the 3L material vessel on its off centered y-axis, as well as around a center y-axis, while under vacuum pressure giving a completely blended, degassed and uniform product in seconds.

(2) Specs of the Vacuum Mixer:

- (i) Dimensions: 23.6" L X 39.4" W X 34" H
- (ii) Unit weight/approx. 1102 lbs. (500kg)

(3) Operation of the Vacuum Mixer

- (i) Vacuum Mixer will be located in the Processing Room.
- (ii) Vacuum Mixer shall be calibrated, maintained and operated according to manufacturers specifications.

(g) 10L Stainless Steel Sonicator

(1) Description: The sonicator will be used to infuse CO2 Brand Oils into vegetable oils and alcohol for Capsule and Spray product forms. The CO2 extracts are weighed out and put in a sterile glass vessel, combined with the alcohol or vegetable oils, covered, and placed in the sonicator bath. The ultrasonic vibrations break apart the bonded Brand Oils, which then readily dissolve evenly into the vegetable oils or alcohols.

(2) Specs of the Sonicator:

- (i) Dimensions 14" L x 10 1/2" W x 10 1/2" H
- (ii) Bench top under hood
- (iii) Electricity: 120 V

(3) Operation of the Sonicator

- (i) Sonicator will be located in the Processing Room.
- (ii) Sonicator shall be calibrated, maintained and operated according to manufacturers specifications.

(h) 40-Gallon Stainless Steel Mixing Vat

(1) Description: The "40-Gallon 304 Stainless Steel Portable Mixing Vat" will be used for preparation of Alcohol Extract Oromucosal Oil. It is a portable 304 stainless steel mixing vats with sloped bottoms that drain completely into 5-gallon containers. The shredded marijuana plant material is loaded into vat, and then alcohol is poured over material where it is crushed and stirred, as the medicinal compounds of the plant are dissolved into the alcohol. A spigot will then be opened at the bottom of the vat. And the tintured alcohol will flow into collection containers for filtering and further processing.

(2) Specs of the Stainless Steel Mixing Vat:

- (i) 40-gallon stainless steel construction;
- (ii) 24" diameter 39" tall and stands on four 17"" legs;
- (iii) Legs are welded to the vat.

(3) Operation of the Stainless Steel Mixing Vat

- (i) Stainless Steel Mixing Vat will be located in the Processing Room.
- (ii) Stainless Steel Mixing Vat shall be maintained and operated according to manufacturers specifications.

(i) Stainless Steel Press

(1) The Press will be used to extract alcohol tincture remaining in plant material after extraction for the Alcohol Extracted Oromucosal Oil. It is a food grade, 14L "Deluxe

Stainless Steel Fruit and Wine Press". The alcohol saturated plant material is loaded from the Mixing Vat into the top of the basket, and then the hand turned pressure disk squeezes the material until most of the tintured alcohol drips out bottom spout and is recovered into alcohol proof containers.

(2) Specs of the Press:

- (i) Stainless steel food grade construction.
- (ii) Dimensions: 21" L X 21" W X 39" H - 3 ft. clearance around

(3) Operation of the Press

- (i) Press will be located in the Processing Room.
- (ii) 3 ft. clearance shall be maintained around.
- (iii) Press shall be maintained and operated according to manufacturers specifications.

(j) HPS-7C Ceramic Hotplate Stirrer

(1) The Hotplate will be used for hot water baths for warming various components and oils during various phases of production. It has a magnetic stirrer that rotates between 60 - 1600 RPM to facilitate continuous mixing.

(2) Specs:

i HPS-7C Ceramic Hotplate Stirrer, Ceramic, 60 - 1600 RPM, Timer +/- 2 Percent, Height 3.5, Width 8.25, Depth 12, Voltage 110, For Use With 2.5 L, Standards various beakers, containers, vessels

(k) Optima Scale OPD-A3002 High Precision, Electronic, Digital Laboratory Scale

(1) The Optima Scale will be used for weighing oils and components of products. It has a full range tare Automatic self-calibration or calibration with reference weights, under hook for density measurement and weighing magnetic material. The scale is accurate to the hundredth of a gram, and has a capacity of 3100 grams.

(2) Specs:

7" L X 6" W X 2" H
120 V

Packaging Room equipment

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(a) Soft Gel Capsule Machine RJWJ-100

(1) Description: The RJWJ-100 Soft Gel Capsule Machine will be used for encapsulating the various Brand Oil capsules in vegetarian and kosher gel capsules. The gelatin mixture is mixed in a heated container, which feeds it over precisely chilled drums, forming the liquid gel into semi-solid ribbons. The ribbons pass through die rolls as precisely measured Brand Oil infused mixture is injected into the die cavities microseconds before ribbons are cut to seal the capsule. The machine checks for proper fill weight compliant with dosage specifications. The RJWJ-100 consists of soft capsule filling machine, mold (die roller), capsule conveyor, tumbler dryer, cooling air machine, vacuum pump, drying tray, vacuum mixing barrel and a computer PLC control system, and can produce 10,000 capsules per hour.

(2) Specs of the Soft Gel Capsule Machine:

- (i) Dimensions: 96" L X 72"W X 62" H
- (ii) 220 V

(3) Operation of the Soft Gel Capsule Machine

- (i) Soft Gel Capsule Machine will be located in the Packaging Room.
- (ii) Soft Gel Capsule Machine shall be calibrated, maintained and operated according to manufacturers specifications.

(b) AMT Servo Mon block Bottle Filling/ Capping/ Labeling Machine

(1) The Monoblock Bottle Filler will fill, cap, and label the Sublingual Spray product form. The Monoblock is equipped with a servo controlled, digitally compensated AMT Peristaltic Pump (see below) allowing for fill volumes from a fraction of 1 ml to 1 liter with better than 0.2% fill precision and production speeds up to 80 bottles per minute. Volume calibration is immediate from the touch screen and can be performed without stopping production. AMT servo pumps have programmable speed and acceleration for optimum performance. Drip-less operation is obtained via a Suck Back system. Reversible flow and jogging are provided for system purging and priming. The pumps are suitable for CIP (Cleaning In Place). Tubing and bottom up nozzles are the only fluid contact parts. They can be disposable or disassembled in a few minutes for sterilization and reassembled with reduced risk for contamination. The Monoblock filler will be inline with the capper and labeler additions, making a complete and accurately packaged product.

(2) Specs of the Bottle Filling/ Capping/ Labeling Machine:

- (i) Dimensions: 110" L X 38" W X 52" H
- (ii) Weight: 1000 Newtons

(iii) Power: 110V/60Hz/10A

(3) Operation of the Bottle Filling/ Capping/ Labeling Machine

(i) Bottle Filling/ Capping/ Labeling Machine will be located in the Packaging Room.

(ii) Bottle Filling/ Capping/ Labeling Machine shall be calibrated, maintained and operated according to manufacturers specifications.

(c) Wiscoo Auto Vaporizer Filling Machine

(1) Description: The Wiscoo Auto Vaporizer Filling Machine will be used to fill to Vaporizer Cartridges with precision dose fill amounts. The Bud Touch cartridges are loaded into the filling tray, and the purified Brand Oil is loaded into the reservoir container. The filler then injects the desired amount of Brand Oil into each cartridge, ensuring a consistent and sterile fill. The Wiscoo filler has a computer display interface that allows precise calibration and fill amounts to be set.

(2) Specs of the Vaporizer Filling Machine:

(i) Dimension - 24" L x 24" W x 18.5" H filling tray 12.8"L x 11" W x 18.5" H

(ii) Weight: 97 lbs.

(iii) Certification: CE, ISO

(iv) Voltage: AC110 ~ 220V

(v) Working Temperature 5 – 40 °C

(vi) Working Relative Humidity 20 – 90% no condensation

(3) Operation of the Vaporizer Filling Machine

(i) Vaporizer Filling Machine will be located in the Packaging Room.

(ii) Vaporizer Filling Machine shall be calibrated, maintained and operated according to manufacturers specifications.

(d) Ingersoll Rand Electric Stationary Air Compressor

10 HP, 35 CFM At 175 PSI, 200 Volts, Model# 2545E10-V

Description - The Air Compressor will provide compressed air for the filling machine and the gel cap machine, as well as being available for cleaning and maintenance of lab equipment. The air compressor will be filtered with a 5 micron Ingersoll Rand Compressed Air Filter to remove any solid and liquid contaminants.

Specs:

Item# 1592010B

Volts 200

Motor Phase(s) 3

NEW YORK **MEDICAL GROWERS, LLC**

HP 10
Max. PSI 175
CFM at 175 PSI 35
Dimensions L x W x H (in.) 73 x 28 x 51"
Filter - Model# F35231400VS

Marijuana and medical marijuana product waste disposal/destruction equipment

(a) Shredder -Worx WG430 13 Amp Electric Shredder

(1) Description: The Worx Shredder is compact mulching machine for rendering marijuana or medical marijuana product waste unusable. The marijuana waste is inserted into the top of the shredder, with other waste material and brought through a rotating blade into a collection bag attached to the bottom.

(2) Specs for the Worx Shredder:

- (i) 22.6"L x 22.6"W x 13.2"H
- (ii) 120 V

(3) Operation:

- (i) Shall be located in the shipping/receiving vestibule
- (ii) Provide a 2 ft. clearance all around for working room.
- (iii) Worx Shredder shall be calibrated and maintained according to manufacturers specifications.
- (iv) The Worx Shredder shall be sterilized with ethanol on all of its contact surfaces, and shall be oiled with non-toxic, vegetable based oils.

Security System Equipment

Extraction Area Security Components:

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

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

Lab Delivery and CO2 Storage

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

Walk In Freezer Security Components:

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

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Processing Area Security Components:

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

Packaging Security Components:

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

Vault Security Components:

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

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

Common Office Area Security Components:

[Redacted]

Conference Room Security Components:

[Redacted]

Open Office Area Security Components:

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

Cultivation Manager to Transport Line Security Components:

[Redacted]

Security Operations Security Components:

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



Security Desk location Security Components:

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

R **Shipping and Receiving Security Components:**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Electrical Room Security Components:
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Boiler Room Security Components:
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

Grinding Room Security Components:

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

Walk In Freezer Security Components:

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

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Dry Room 3 Security Components:

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

Dry Room 2 Security Components:

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

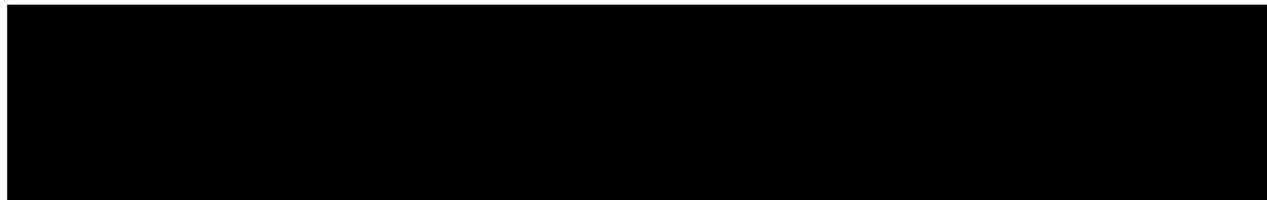
Dry Room 1 Security Components:

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

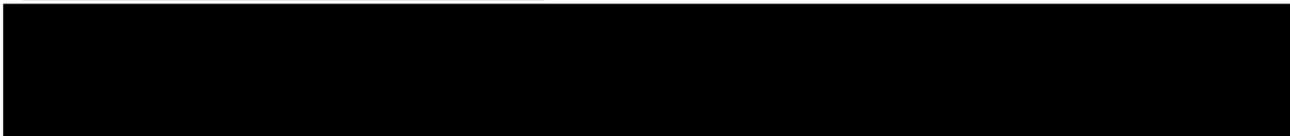
Clone Room Security Components:

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

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Transport Line Security Components:



Fertigation Area Security Components:

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

Veg Room Security Components:

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

Flower Room One Security Components:



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

Flower Room Two Security Components:

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

Building Exterior Security Components:

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

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

Support Equipment:

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

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

Integrated Security Software

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

Dispensing Facility Security Specs

**Albany Dispensary:
448 Sand Creek Road**

NEW YORK **MEDICAL GROWERS, LLC**

Albany, New York

Pharmacist Office Security Components



Utility Room Security Components



Inventory Vault Security Components

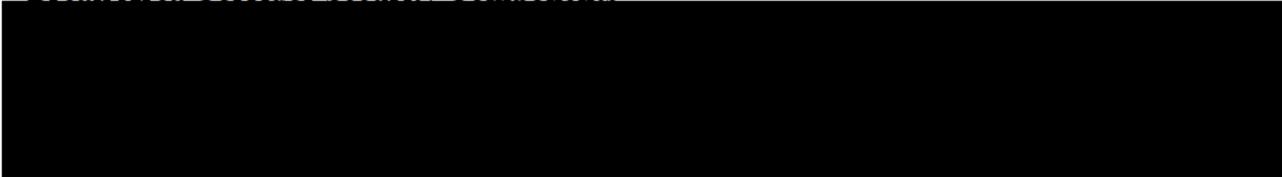
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

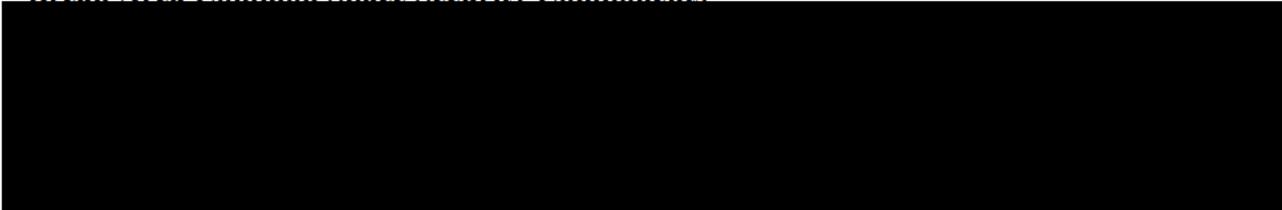
Secure Load-In Vestibule Security Components

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

Break Area Corridor Security Components



Break Area Common Space Security Components



Managers Office Security Components



Surveillance (SOC) Security Components

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

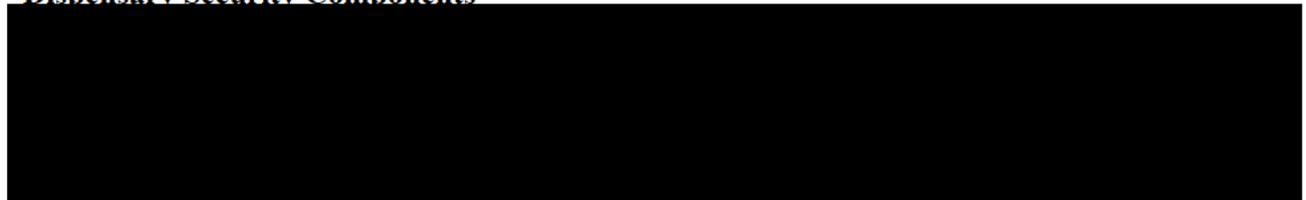
Security Check In Security Components



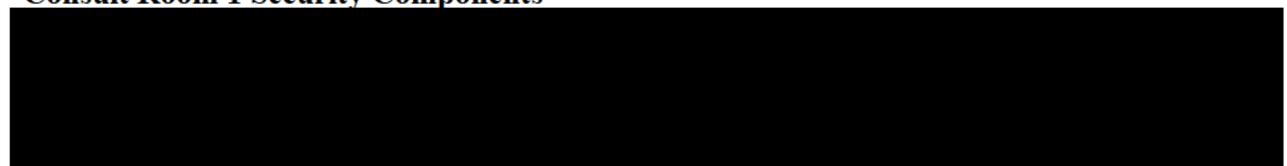
Waiting Room Security Components

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

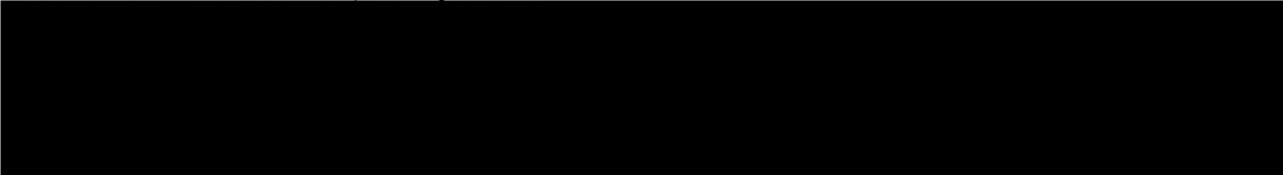
Dispensary Security Components



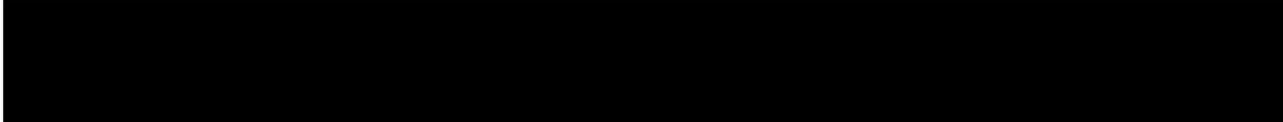
Consult Room 1 Security Components



Consult Room 2 Security Components



Men's Rest Room Security Components

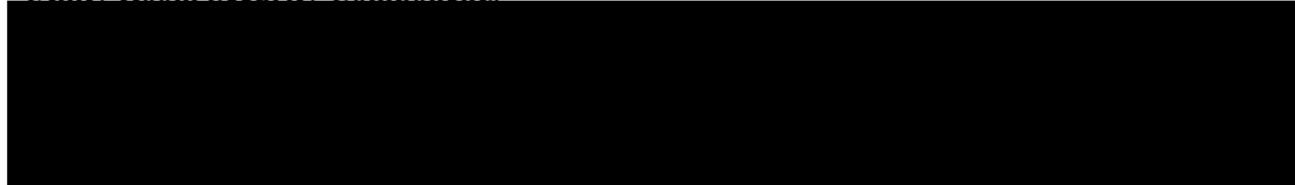


**Tonawanda Dispensary:
2319 Sheridan Drive
Tonawanda, New York**

Pharmacist Office Security Components



Utility Room Security Components



Inventory Vault Security Components

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

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

Secure Load-In Vestibule Security Components

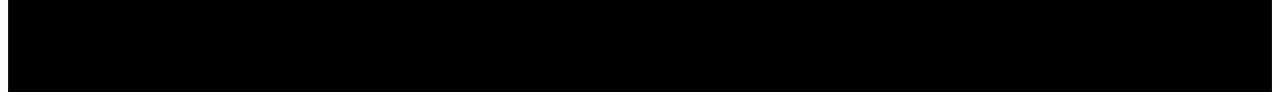
Redacted pursuant to N.Y. Public Officers Law, Art. 6

NEW YORK **MEDICAL GROWERS, LLC**

Break Area Corridor Security Components



Managers Office Security Components



Surveillance (SOC) Security Components

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

Security Check In Security Components

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

Waiting Room Security Components

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

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

Dispensary Security Components Patient Portion

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

Dispensary Security Components NYMG Staff Portion

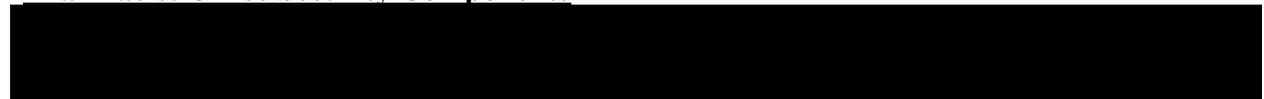
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Men's Rest Room Security Components

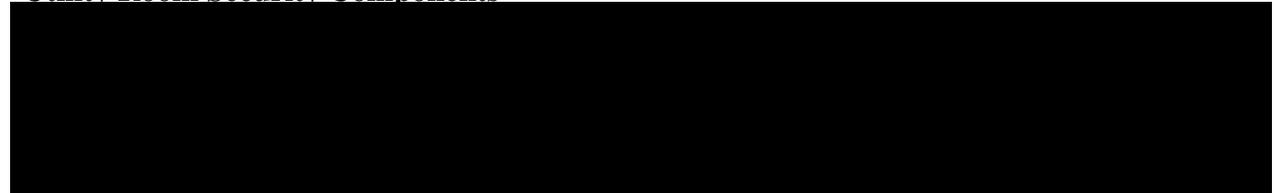


**NYACK Dispensary:
294 Main Street
Nyack, New York**

Pharmacist Office Security Components



Utility Room Security Components



NEW YORK **MEDICAL GROWERS, LLC**

Inventory Vault Security Components

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

NEW YORK **MEDICAL GROWERS, LLC**



Managers Office Security Components



Surveillance (SOC) Security Components

Four- PIR Motion Sensors, two layers 3 feet down from ceiling and 2 feet up from floor level on exterior walls

Two- Proximity Card Readers, controlling access /egress from Security Check In room to and from Surveillance with One- Electromagnetic lock with senstat, 1800Lb rating internal/external door lock

One- 360 Degree 5 MP Color, Fixed Mini Dome IP Camera with Digital Pan-Tilt-Zoom, tampering alarmed, vandal resistant, impact resistant properties.

One Building Alarm System Key Pad equipped with silent Duress code.

One- Hold Up Panic Alarm

NVR monitoring and recording of CCTV /Access control Systems

Security Check In Security Components

Four- Proximity Card Readers, controlling access /egress from Security Check In room to and from Dispensary with One- Electromagnetic lock with senstat, 1800Lb rating internal/external door locks for controlling patient access as well as NYMG access

One- 360 Degree 5 MP Color, Fixed Mini Dome IP Camera with Digital Pan-Tilt-Zoom, tampering alarmed, vandal resistant, impact resistant properties.

One- Hold Up Panic Alarm

One Building Alarm System Key Pad equipped with silent Duress code.

Waiting Room Security Components

Twenty Four- PIR Motion Sensors, two layers 3 feet down from ceiling and 2 feet up from floor level on exterior walls

Two- 360 Degree 5 MP Color, Fixed Mini Dome IP Camera with Digital Pan-Tilt-Zoom, tampering alarmed, vandal resistant, impact resistant properties.

Two- Proximity Card Readers, controlling access /egress from the waiting room/Dispensary with One- Electromagnetic lock with senstat, 1800Lb rating internal/external door locks with two door contact switches monitored and alarmed

Two- Proximity Card Readers, controlling access /egress from the building exterior to and from the waiting room/ Security Check In Area with One- Electromagnetic lock with senstat, 1800Lb rating internal door lock and an alarmed monitored door contact switch.

Dispensary Security Components Patient Portion

NEW YORK **MEDICAL GROWERS, LLC**

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

Dispensary Security Components NYMG Staff Portion

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

Consult Room 1 Security Components

[Redacted]

Consult Room 2 Security Components

[Redacted]

Men's Rest Room Security Components

[Redacted]

Women's Rest Room Security Components

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

**Queens Dispensary
32-56 Steinway Street
Queens, New York**

Pharmacist Office Security Components

[Redacted]

NEW YORK MEDICAL GROWERS, LLC

Inventory Vault Security Components

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

NEW YORK **MEDICAL GROWERS, LLC**



Managers Office Security Components



Surveillance (SOC) Security Components

Eight- PIR Motion Sensors, two layers 3 feet down from ceiling and 2 feet up from floor level on exterior walls

Two- Proximity Card Readers, controlling access /egress from Security Check In room to and from Surveillance with One- Electromagnetic lock with senstat, 1800Lb rating internal/external door lock

One- 360 Degree 5 MP Color, Fixed Mini Dome IP Camera with Digital Pan-Tilt-Zoom, tampering alarmed, vandal resistant, impact resistant properties.

One Building Alarm System Key Pad equipped with silent Duress code.

One- Hold Up Panic Alarm

NVR monitoring and recording of CCTV /Access control Systems

Security Check In Security Components

Four- PIR Motion Sensors, two layers 3 feet down from ceiling and 2 feet up from floor level on exterior walls

Four- Proximity Card Readers, controlling access /egress from Security Check In room to and from Dispensary with One- Electromagnetic lock with senstat, 1800Lb rating internal/external door locks for controlling patient access as well as NYMG access

One- 360 Degree 5 MP Color, Fixed Mini Dome IP Camera with Digital Pan-Tilt-Zoom, tampering alarmed, vandal resistant, impact resistant properties.

One- Hold Up Panic Alarm

One Building Alarm System Key Pad equipped with silent Duress code.

Waiting Room Security Components

Twenty - PIR Motion Sensors, two layers 3 feet down from ceiling and 2 feet up from floor level on exterior walls

One- 360 Degree 5 MP Color, Fixed Mini Dome IP Camera with Digital Pan-Tilt-Zoom, tampering alarmed, vandal resistant, impact resistant properties.

Two- Proximity Card Readers, controlling access /egress from the waiting room/Dispensary with

One- Electromagnetic lock with senstat, 1800Lb rating internal/external door locks with two door contact switches monitored and alarmed

NEW YORK **MEDICAL GROWERS, LLC**



Dispensary Security Components Patient Portion

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

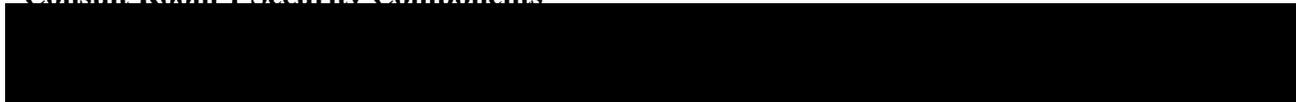
Dispensary Security Components NYMG Staff Portion

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

Break Area Corridor Security Components

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

Consult Room 1 Security Components



Consult Room 2 Security Components



Unisex Rest Room Security Components



Building Exterior Security Components



BioTrackTHC Specs

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

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

NEW YORK **MEDICAL GROWERS, LLC**

ATTACHMENT C

NEW YORK **MEDICAL GROWERS, LLC**

Attachment C: Proof of Bond and Lease

See attached for Proof of Bond. Also attached is Option to Lease and Memorandum of Agreement and attachments related to the Manufacturing Facility.

NEW YORK MEDICAL GROWERS, LLC

COPY

BOND
(License or Permit - Continuous)

Bond No. 800-013-729

KNOW ALL MEN BY THESE PRESENTS:

THATWE New York Medical Growers LLC as Principal, and ATLANTIC SPECIALTY INSURANCE COMPANY, a corporation duly incorporated under the laws of the State of Minnesota and authorized to do business in the State of New York, as Surety, are held and firmly bound unto New York State Department of Health, as Obligee, in the penal sum of Two Million and No/100 ***** (2,000,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Medical Marijuana Program

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

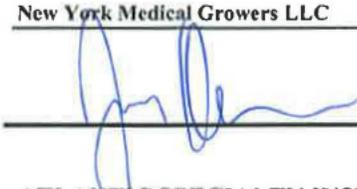
This bond shall become effective on the 4th day of June, 2015

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this 4th day of June, 2015

New York Medical Growers LLC

By: 

Principal

ATLANTIC SPECIALTY INSURANCE COMPANY

77 WATER STREET, 17TH FLOOR, NEW YORK, NY 10005

By: _____

D. Nicholas Blakle,

Attorney-in-fact

ACKNOWLEDGMENT OF SURETY

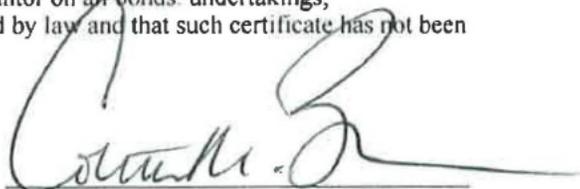
COPY

STATE OF NEW YORK }
COUNTY OF New York }

SS:

On the 4th day of June in year 2015 before me personally came
D. Nicholas Blaikie to me known, who being by me duly sworn, did
depose and say that he/she resides at 77 Water Street, 17th Floor, New York, N.Y., 10005,
that he/she is the Attorney-in-Fact of Atlantic Specialty Insurance Company, the
corporation described in and which executed the above instrument; that he/she knows the corporate seal of said
corporation, that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the
Board of Directors of said corporation, and, that he/she signed his/her name thereto by like order; and that said
corporation is duly authorized to transact business in the State of New York in pursuance of the statutes of such
case made and provided, that the Superintendent of insurance of the State of New York, has, pursuant to Chapter
28 of the Consolidated Laws of the State of new York, known as the Insurance Law, issued to
Atlantic Specialty Insurance Company

a Certificate of Solvency and qualification to become surety or guarantor on all bonds, undertakings,
recognizances, guaranties and other obligations required or permitted by law and that such certificate has not been
evoked.



Notary Public

COLETTE M. BLAIKIE
Notary Public, State of New York
No. 1BL4989857
Qualified in New York County
Certificate Filed in New York County
Commission Expires May 6, 2018

COPY

Partnership or Limited Liability Company

State of New York
County of Kings

On this 4th day of June, 2015, before me personally appeared Joseph Klein, a member of the firm of **New York Medical Growers LLC** to me known and known to me to be the individual described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same as and for the act and deed of the said firm.



Notary Public,
County

MICHAEL KORSINSKY
Notary Public, State of New York
No. 02KO6083966
Qualified in Kings County
Commission Expires Nov. 25, 2018

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Minnetonka, Minnesota, does hereby constitute and appoint: **D. Nicholas Blaikle, Colette M. Blaikle**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNIPEN COUNTY

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and



Lesha V. S. Beeks
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 4th day of June, 2015.

This Power of Attorney expires
October 1, 2017



James G. Jordan
James G. Jordan, Assistant Secretary

COPY



Atlantic Specialty Insurance Company
Period Ended 12/31/2014

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments		Liabilities	
Bonds	\$ 1,317,645	Loss Reserves	\$ 670,000
Preferred Stocks	64,308	Loss Adjustment Expense Reserves	167,892
Common Stocks	408,804	Total Loss & LAE Reserves	1,138,892
Mortgage Loans	-		
Real Estate	42,934	Unearned Premium Reserve	538,230
Contract Loans	-	Total Reinsurance Liabilities	34,006
Derivatives	-	Commissions, Other Expenses and Taxes due	41,137
Cash, Cash Equivalents & Short Term Investments	108,915	Derivatives	-
Other Investments	138,897	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	2,102,282	All Other Liabilities	88,837
		Total Liabilities	1,929,369
Premiums and Considerations Due	241,488	Capital and Surplus	
Reinsurance Recoverable	20,338	Common Capital Stock	9,000
Receivable from Parent, Subsidiary or Affiliates	30,188	Preferred Capital Stock	-
All Other Admitted Assets	189,871	Surplus Notes	-
Total Admitted Assets	2,860,809	Unassigned Surplus	114,822
		Other Including Gross Contributed	697,963
		Capital & Surplus	721,510
		Total Liabilities and C&S	2,560,803

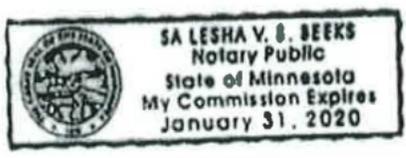
State of Massachusetts
County of Norfolk ss

I, James Jordan, Assistant Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said OneBeacon Insurance Company, on the 31st day of December, 2014, according to the best of my information, knowledge and belief.

James Jordan
Assistant Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Massachusetts on this 15th day of March 2015.

Lesha V. Beeks
Notary Public



**New York Medical Growers, LLC
30 Broad Street, 24th Floor
New York, NY 10004**

May 12, 2015

PERSONAL AND CONFIDENTIAL

Brian T. Marhaver
Executive Director
SUNY Cobleskill Auxiliary Services, Inc.
152 Albany Ave
Cobleskill, NY 12043

Re: **Lease at Coby Farm/STARTUP-NY**

Dear Mr. Marhaver:

It has been a pleasure meeting you and your staff over the past few months.

We are excited about the opportunity of possibility working with SUNY-Cobleskill should New York Medical Growers, LLC ("NYMG") succeed in securing a New York State Department of Health ("DOH") Medical Marijuana Registration under recently enacted laws under the Public Health Law.

If a license is issued to NYMG, we will begin the process of applying for Startup NY status for the Coby Farm. In the interim, I attach two original sets of the signed (1) Memorandum of Agreement concerning this matter, together with attachments and the (2) Option to Lease. Please sign and execute said documents and return one set of each to my attention in the enclosed envelope.

I look forward to working together with you.

Sincerely,

NEW YORK MEDICAL GROWERS, LLC

By: 
Joseph Klein, Managing Member

Returned 5-15-15

OPTION TO LEASE

This Option to Lease is made this 14th day of May 2015, between SUNY Cobleskill Auxiliary Services, Inc., having an address of: 152 Albany Ave., Cobleskill, NY 12043 ("Landlord") and New York Medical Growers, LLC, having an address of: 2926 Avenue L, Brooklyn, NY 11210 ("Tenant").

WHEREAS SUNY Cobleskill Auxiliary Services, Inc., having a place of business 152 Albany Avenue, Cobleskill, New York 12043 (hereinafter called "SCAS"), is the owner of the premises know as an located at: 10 +/- acre parcel on Mineral Springs Road, as set forth in detailed on the attached map on Schedule A (hereinafter called the APremises@);

WHEREAS, SCAS desires to lease the Premises to New York Medical Growers, LLC, having a place of business at: 2926 Avenue L, 2nd Floor, Brooklyn, New York 11210 (hereinafter called "NYMG")

WHEREAS, Tenant desires to enter into a lease with SCAS for the Premises;

NOW THEREFORE, It is hereby agreed by and between the undersigned that in consideration of \$10.00 and other good and good and valuable consideration the sufficiency of which is hereby acknowledge as follows:

Subject to a formal lease to be entered into between the parties hereto, SCAS agrees to lease the Premises to NYMG, upon the following terms and conditions:

- Term: ten (10) years with three (3) extension terms of five (5) years each.
- Rent: \$2,000.00 per month
- Purpose: Agricultural cultivation, processing and/or warehouse
- Right of First Refusal: NYMG shall have a right of first refusal to purchase the Premises; or to lease or purchase any parcels of property of the property known as the "COBY FARMS" owned by Landlord.

In witness whereof the undersigned has executed this option to lease on

SUNY Cobleskill Auxiliary Services, Inc

New York Medical Growers, LLC

NAME: Brian Marhaver
TITLE: Exec. Director

NAME: Josaph Klein
TITLE: managing member

State of New York)
County of)

On May 12, 2015 before me, the undersigned, a notary public in and for said State, personally appeared Josaph Klein personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

MICHAEL KORSINSKY
Notary Public, State of New York
No. 02K06083966

Michael Korsinsky
Notary Public

State of New York)
County of HERKIMER)

Qualified in Kings County
Commission Expires Nov. 25, 2018

On May 14, 2015 before me, the undersigned, a notary public in and for said State, personally appeared BRIAN MARHAVER personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Mark R Rose
Notary Public

MARK R. ROSE
NOTARY PUBLIC, State of New York
Qualified in Herkimer County
Commission Expires 10/15/17

MEMORANDUM OF AGREEMENT
(Lease SUNY Cobleskill Auxiliary Services, Inc.)

This Memorandum of Agreement is made effective this ^{14th}~~8th~~ day of May 2015, between SUNY Cobleskill Auxiliary Services, Inc., having an address of: 152 Albany Ave., Cobleskill, NY 12043 (“Landlord”) and New York Medical Growers, LLC, having an address of: 2926 Avenue L, Brooklyn, NY 11210 (“Tenant”).

W I T N E S S E T H

WHEREAS, State University College of Agriculture and Technology at Cobleskill, also known as SUNY Cobleskill, is a comprehensive college offering degrees in agriculture and technology; business and computer technology; among other degrees. The school began as the Schoharie State School of Agriculture in 1911 and joined the State University of New York system in 1916. The college is located in Schoharie County, New York, and offers 41 associate's degree programs and 15 bachelor's degree programs. According to SUNY Cobleskill's *Strategic Plan 2004-2011*, the college is striving to become the premier Agricultural Institution in the northeast.

WHEREAS, originally named FACULTY-STUDENT ASSOCIATION OF STATE UNIVERSITY INSTITUTE OF AGRICULTURE AND HOME ECONOMICS AT COBLESKILL, INC., Landlord, is a not-for-profit corporation created on September 14, 1954, whose purpose is to promote and cultivate educational and social relations among the students and faculty of SUNY Cobleskill and to aid the students and faculty of such college in every way possible in their study, work, living and extracurricular activities;

WHEREAS, NYMG is a newly created entity consisting of a team of, mostly New York native, professionals having experience in operating legal medical marijuana cultivation and dispensary facilities and have New York healthcare industry experience;

WHEREAS, NYMG is applying for a Medical Marijuana License (“License”) to be issued by the New York State Department of Health (the “Application”) under recently enacted laws under Public Health Law, Chapter XIII, Part 1004 is hereby added to Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York;

WHEREAS, SUNY Cobleskill, Landlord, and NYMG believe that working together will benefit the parties as well as residents near the Cobleskill/Albany area;

WHEREAS, Landlord owns certain land on Mineral Springs Road, Cobleskill, New York, of 132 acres (the “Premises”) known as the Coby Farm;

WHEREAS, Tenant is applying for a Medical Marijuana License/Registration (“License”) to be issued by the New York State Department of Health (the “Application”);

WHEREAS, as part of the Application, Tenant seeks to secure land for the growing and cultivation facility as required under the Application and/or License and seeks to lease from Landlord 10 +/- acres from said property for said purposes;

WHEREAS, Tenant also seeks to secure said new operation under the pending Application for a license in Cobleskill under the Startup NY program (the “Startup NY Program”);

WHEREAS, Landlord, pursuant to applicable rules and regulations under the Startup NY Program, is authorized to designate land under the Startup NY Program in coordination with State University College of Agriculture and Technology at Cobleskill (“SUNY”) and that the Premises would qualify under the Startup NY Program, subject to otherwise qualifying under the Startup NY Program rules and conditions;

WHEREAS, Landlord and Tenant seek to exclusively negotiate with each other to secure Premises under the Startup NY program for a License and that Landlord will not negotiate with any third party to lease land for a License during the Application process and Tenant will not negotiate with any third party to secure land and space for its License under the Application.

NOW, THEREFORE, Landlord and Tenant, consent and agree as follows:

- Landlord and Tenant agree to enter into a Lease with the following general terms:

LEASED PREMISES: 10 +/- acre parcel on Mineral Springs Road, as set forth in detailed on the attached map on Schedule A (the “Premises”)

TERM: Ten (10) years plus One (1) Ten (10) Year option to extend and One (1) additional five (5)-year options to extend. Total of Twenty-Five (25) Years.

RENT: \$2,000.00/month

SECURITY DEPOSIT: In lieu of any personal guarantees, Tenant shall deposit with Landlord a letter of credit or a cash sum equal to 1st month's rent as a security deposit under the lease.

RENT COMMENCEMENT: Tenant will not commence payment of rent (or charges for common area maintenance, taxes or insurance) until the date that is one-hundred eighty (180) days after the later of the Lease Commencement Date or the date the

Tenant's work is complete.

USE: Tenant shall operate the Premises as a cultivation, greenhouse and/or warehouse facility for agricultural purposes pursuant to a New York State Department of Health Marijuana License.

EXCLUSIVE USE: Landlord shall not permit any other occupant of any adjoining parcels to engage in the same type of business as contemplated by Tenant.

ASSIGNMENT AND SUBLETTING: Landlord's consent, which Landlord will not unreasonably withhold, delay or condition, is required for any assignment or subletting; provided, however, that Tenant may, without Landlord's consent, sublet all or any portion of the Premises or assign the Lease to (a) a parent, subsidiary, affiliate, division or other entity controlling, controlled by, or under common control with Tenant; (b) a successor entity related to Tenant by merger, consolidation, reorganization or government action; .Landlord will not be entitled to receive any consideration with respect to any assignment or subletting. For purposes of the Lease, any sale or transfer of capital stock, including redemption or issuance of additional stock of any class, will not be deemed an assignment, subletting or transfer of the Lease.

TENANT IMPROVEMENTS: Subject to Landlord's approval, which shall not be unreasonably withheld or delayed, Tenant may install such tenant improvements on the Premises as Tenant deems necessary or desirable. Tenant may remove its improvements and fixtures when it vacates the Premises.

UTILITIES: The parties are working on obtaining certain information from experts concerning costs related to installation of utility lines. Tenant shall be required to provide municipal water & sewer mains up to the Premises for its own use as well and a gas main, if any, and electrical lines, and the parties agree to continue to address this issue pending the determination of the final location of the Premises. Tenant will be pay for all utilities once all Premises is constructed.

SIGNAGE: Tenant may install signs in, on and about the Premises to the maximum extent permitted by local law and/or the Department of Health.

CONDITION OF PREMISES: Tenant's Work complete and in compliance with all applicable state and local codes.

PERMIT CONTINGENCY: Tenant will have the right to terminate the Lease if it is unable to obtain all permits, variances and governmental approvals needed for the lawful construction and operation of its business, including but not limited to the License.

BOARD APPROVAL CONTINGENCY. The Lease is contingent upon approval of SUNY Cobleskill Auxiliary Services Corporation board of directors.

CONFIDENTIALITY: The Parties will maintain in confidence all information relating to Tenant's proposed tenancy and development of the Premises, including, but not limited

to, the terms of this Memorandum of Agreement and the Lease, and will not disclose such information to any other party without written consent. Such confidential information may be released to the parties' employees, partners, consultants, attorneys, accountants and lenders who have a reasonable need for such confidential information, provided that such individuals agree to maintain the confidential nature of the information, to the maximum extent permitted under the law. Moreover, Tenant will be permitted to provide and disclose the Memorandum of Agreement, the Lease, and the business relationship in its Application and subsequent communication with the Department of Health, SUNY and the agencies involved with securing and approving the Startup NY Program. Notwithstanding anything in this Memorandum of Agreement to the contrary, the foregoing provision shall be binding on the parties.

BROKER'S COMMISSION: No Broker.

RIGHT OF RE-ENTRY: Landlord agrees to be subject to 10 NYCRR §1004.5(b)(9) which states:

The landlord acknowledges that its rights of reentry into the premises set forth in this lease do not confer on it the authority to manufacture and/or dispense on the premises medical marihuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate 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.

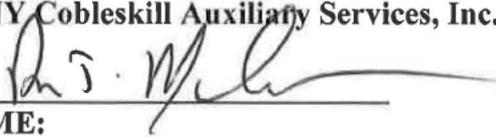
RIGHT OF FIRST REFUSAL: Tenant shall have the right of first refusal to purchase the Premises. Tenant shall also have the right of first refusal to lease and or purchase any other parcels that Landlord may but up for lease of sale at the property known as the "COBY FARMS".

LEASE FORM: A draft Lease, in its general form is annexed hereto as Schedule "B".

- Tenant will notify Landlord of approval of Application. Upon such approval, Landlord will process the Startup NY application to qualify the business and Premises.
- **LEASE EXECUTION:** It is the intent of the parties that the lease would qualify under the Startup NY Program. Therefore, the Lease shall be executed upon approval of the Startup NY Program for the business and Premises.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 14, day of May 2015.

LANDLORD
SUNY Cobleskill Auxiliary Services, Inc.



NAME:
TITLE:

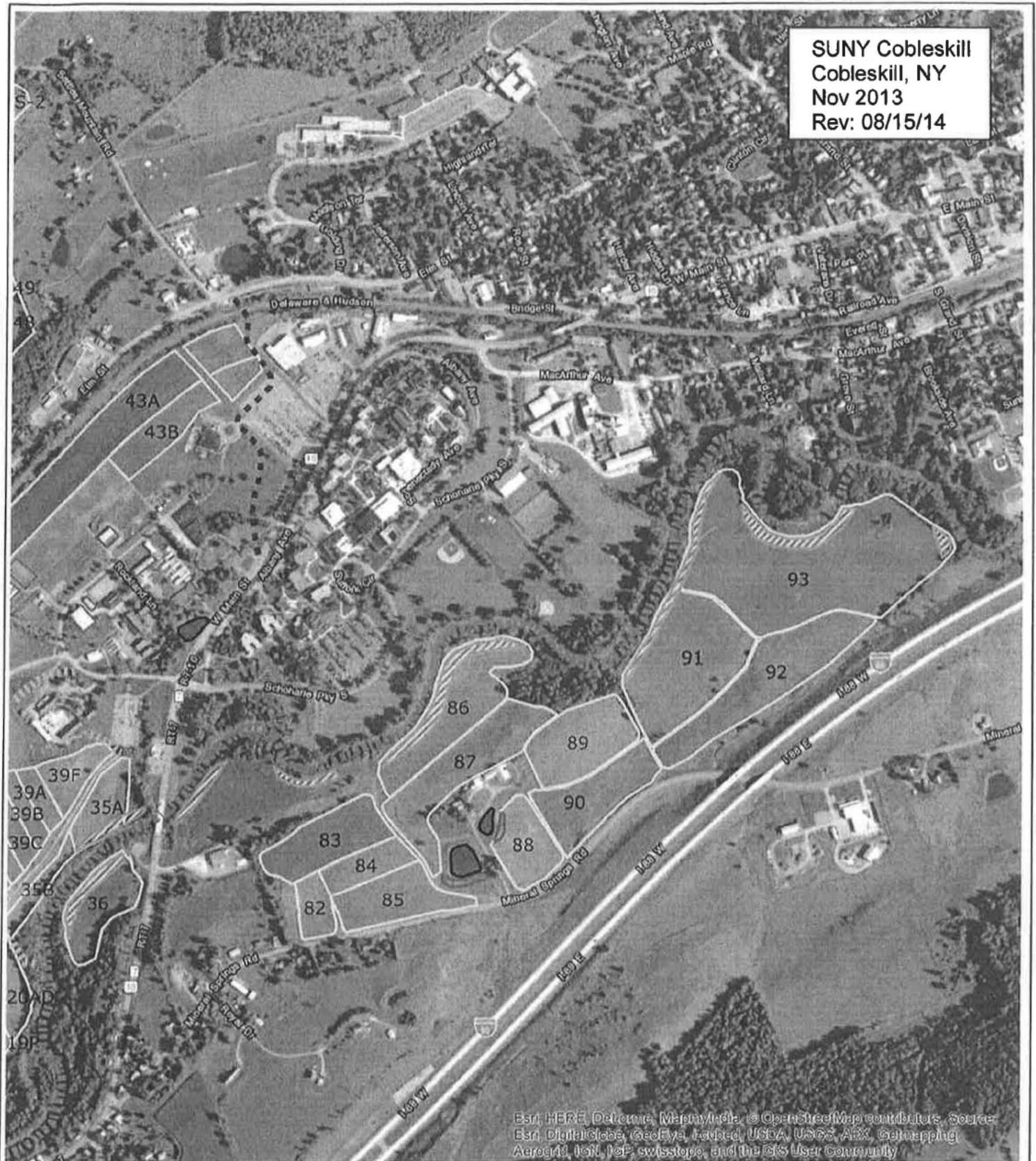
TENANT
New York Medical Growers, LLC



NAME: Joseph Ulen
TITLE: Managing member

Schedule A

SUNY Cobleskill
Cobleskill, NY
Nov 2013
Rev: 08/15/14



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Map By:
ConsulAgr, Inc.
2269 DeWindt Rd.
Newark, NY 14513

0 375 750 1,500 2,250 3,000 Feet

1 inch = 833 feet

Scale: 1:10,000

Phone: (315) 331-7791
Email: jpeck@consulagr.com



Custom Soil Resource Report
Soil Map



Map Scale: 1:7,890 if printed on A landscape (11" x 8.5") sheet.

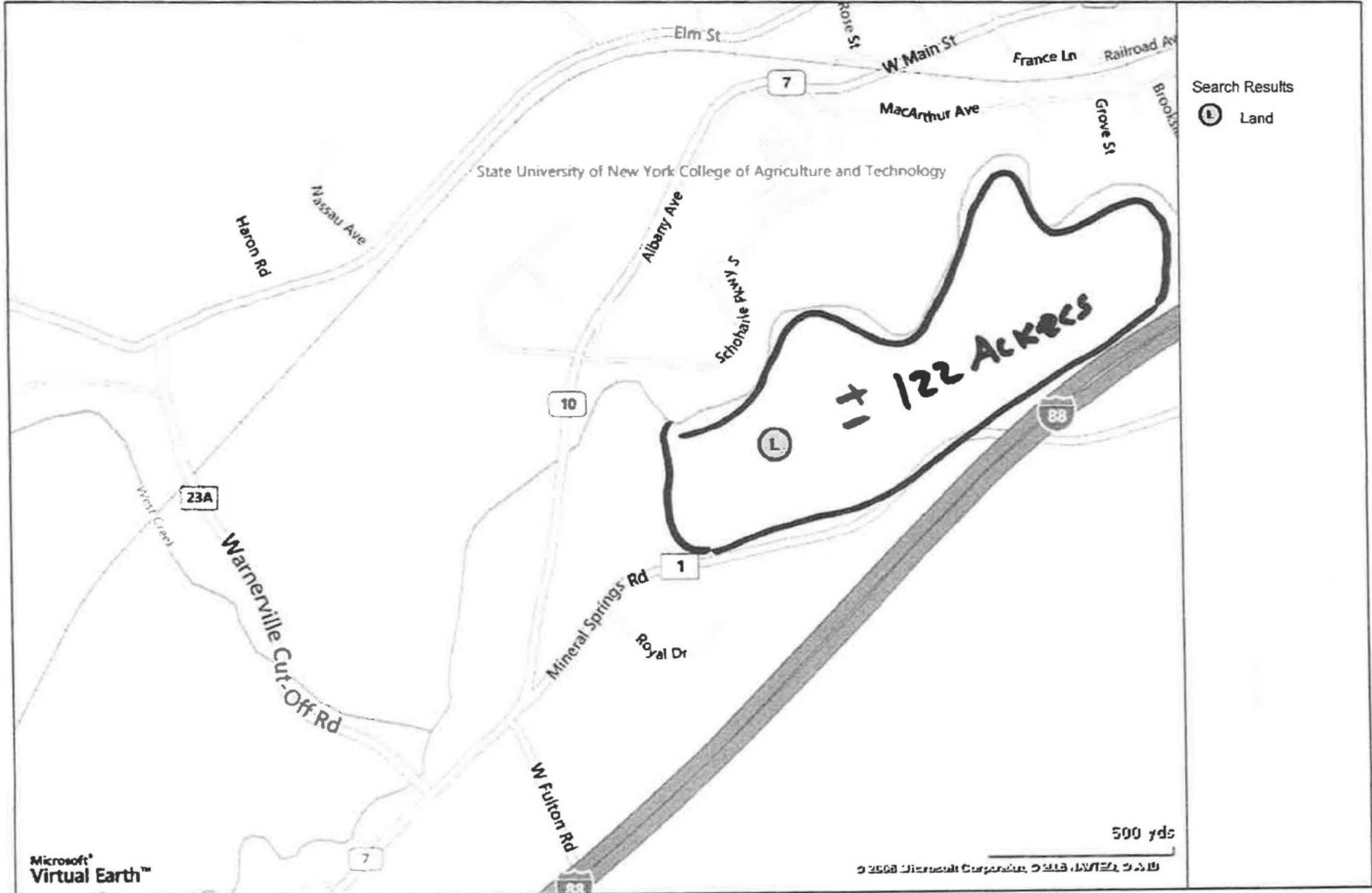
0 100 200 400 500 Meters

0 350 700 1400 2100 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge ties: UTM Zone 18N WGS84

221 Mineral Springs Road, Cobleskill, New York

221 Mineral Springs Rd, Cobleskill, NY 12045



Search Results
L Land

Microsoft
Virtual Earth™

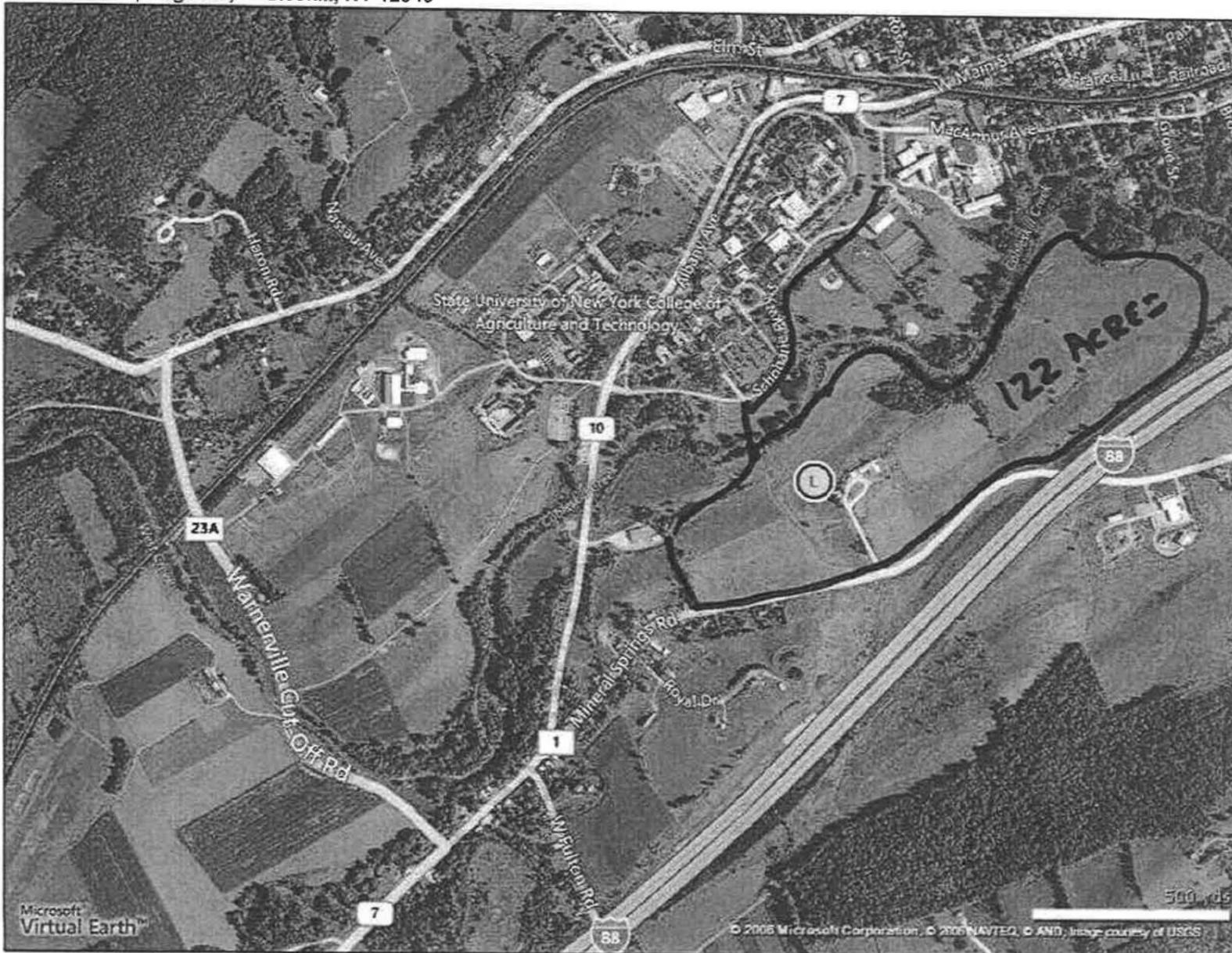
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221 Mineral Springs Road, Cobleskill, New York

221 Mineral Springs Rd, Cobleskill, NY 12043



Search Results

 Land

Schedule B

LEASE AGREEMENT

This Lease Agreement dated as of _____, 2015

By: SUNY Cobleskill Auxiliary Services, Inc., having a place of business 152 Albany Avenue, Cobleskill, New York 12043 (hereinafter called "Landlord"),

and Between:

New York Medical Growers, LLC, having a place of business at: 2926 Avenue L, 2nd Floor, Brooklyn, New York 11210 (hereinafter called "Tenant").

WITNESSETH

1. DEMISE OF PREMISES, TERM AND RENT.

(a) Landlord does hereby lease and demise to Tenant, and Tenant does hereby hire and take from Landlord, subject to any mortgages as hereinafter provided, and upon and subject to the covenants, agreements, term, provisions and conditions of this Lease for the term hereinafter stated, the land known as an located at

10 +/- acre parcel on Mineral Springs Road, as set forth in detailed on the attached map on Schedule A, in area 91 and/or 93, Land to have road access (hereinafter called the "Premises" or the "Land").

(b) The term of this Lease shall for a term of ten (10) years subject to postponement of said specific date as provided in paragraph 2 of the Lease (such date for the commencement of the term hereof being hereinafter called the "Term Commencement Date") and shall end on or shall end on such earlier date upon which said term may expire or be terminated pursuant to any of the conditions of limitation or other provisions of this Lease or pursuant to law, and on such later date pursuant to the option to extend under the terms of this Lease Agreement.

(c)The Premises shall be used for the following, but not for any other purpose, namely: Marijuana and/or agricultural cultivation and processing facility, storage, labs, and other related facilities and parking, and/or Startup-NY program with State University College of Agriculture and Technology at Cobleskill and for any other purpose allowed by a New York State Department of Health medical marijuana license/registration (the "License").

(d) The rent reserved under this Lease for the term hereof shall be and consist of the following fixed rent, namely \$2,000.00 per month during the duration of the Lease term and any extension thereof. Rent shall be due on the first day of the month. Tenant shall not be required to pay any

rent during the later of the first six months of the Lease Commencement Date or the period following the completion of construction of Tenant's facility.

(e) Provided the Tenant is not in default of any term or provision of the Lease, the Tenant shall be entitled to extend the term of the lease for three additional terms of five (5) years each. The option to extend for each term must be exercised in writing no later than ninety (90) days prior to the expiration of the initial term or any subsequent term that the lease was extended to. In the event Tenant shall exercise its option to extend the term of the Lease for any five (5) year term, the rent for that term shall be reset to an amount equal to five percent (5%) over the rent paid during the last year of the preceding term.

(f) All such fixed rent being payable in equal monthly installments in advance, on the first day of each and every calendar month during said term, to be paid to Landlord at its office, or such other place as Landlord may designate, in lawful money in the United States of America. The monthly installments of fixed rent for the month during which the term commencement date occurs and the month during which the term hereof expires shall each be prorated.

(g) In addition to the foregoing, and in further consideration of Landlord entering into this Lease, upon the execution of this Lease, Tenant shall also pay to Landlord the sum of \$2,000.00 as and for Security Deposit. If Tenant's check or checks for such sum, or the sum referred to in the immediately preceding paragraph hereof, shall not be honored by the bank upon which it or they are drawn for any reason of any kind or nature whatsoever, this Lease shall be, and shall be deemed to be, without notice, immediately cancelled and terminated and of no further force or effect and Landlord shall have no liability or obligation to Tenant under this Lease.

(h) Tenant does hereby covenant and agree promptly to pay the fixed rent, when the same shall become due and payable, without demand therefore, and without any set-off or deduction whatsoever, and to keep and perform, and to permit no violation of, each and every of the covenants, agreements, terms provisions and conditions herein contained on the part and on behalf of Tenant to be kept and performed.

(i) For default in payment of additional rent or other sums or charges herein reserved or payable by Tenant, Landlord shall have the same remedies as for a default by Tenant in the payment of fixed rent payable hereunder.

(j) If Tenant shall fail to pay any installment of fixed rent or other sums or charges within fifteen (15) days after the same shall be due then, Tenant shall pay a late charge of \$10.00 of the total monthly rent. Nothing herein contained shall be intended to violate any applicable law, code or

regulation, and, in all instances, such late charge shall be automatically reduced to any maximum applicable legal rate or charge. Such late charge shall be imposed monthly for each late payment and is in addition to all other rights and remedies available to landlord and shall not be deemed to limit any such rights or remedies.

(k) Tenants' obligations and responsibilities pursuant to any provision of this Lease, including the payment of any fixed rent or the keeping, observance or performance of any covenant, agreement, term, provision or condition of this Lease on Tenant's part to be kept, observed or performed, shall survive the expiration or termination of the term of this Lease.

2. OCCUPANCY.

(a) The Term Commencement Date, shall be on the later of (1) STARTUP-NY approval of the Land for use by Tenant or (2) approval by the New York Start Department of Health for a License/registration for Tenant to operate a medical marijuana facility, waivable by Tenant. The Tenant shall not have any claim against Landlord, and Landlord shall have no liability to Tenant, by reason of any such postponement of such specific date. In the event the Term Commencement Date shall be postponed, the expiration date of the term of this Lease set forth in Article 1 hereof shall be extended by the number of days equal to the number of days by which the term commencement date was so postponed and, in addition thereto, each date set forth in Article 1 shall likewise be extended by said number of days. In the event of the foregoing, Tenant will, at the request of Landlord, enter into an agreement setting forth the Term Commencement Date and all other dates required to be modified by reason of such postponement. The parties hereto agree that this Article 2 constitutes an express provision as to the time at which Landlord shall deliver possession of the premises to Tenant, and Tenant hereby waives any rights to rescind this Lease which Tenant might otherwise have pursuant to Section 223a of the Real Property Law of the State of New York or pursuant to any other law of like import now or hereafter in force.

(b) Tenant understands, and covenants and agrees, that Landlord shall not be required to perform any work or there installations in or to the premises and Tenant further convents and agrees that the Premises are leased to Tenant, and Tenant shall accept the premises, in its "as is" condition existing on the term Commencement Date; provided, however, Landlord shall deliver the premises to Tenant on the following terms and conditions: (i) municipal water and sewer lines shall be brought up to the Premises and (ii) gas main, if available, and electric lines shall be brought up to the Premises (iii) sufficient road access. Tenant further understands agrees that Landlord makes no representations as to the condition of the premises or the suitability thereof for the use permitted hereunder.

(c) If, by reason of any of the provisions of this Lease, the fixed rent under this Lease shall commence on any day other than the first day of a calendar month, the fixed rent for such calendar month shall be prorated.

3. USE OF PREMISES.

(a) Tenant shall not use the Premises or any part thereof, or permit the Premises or any part thereof to be used, for any purpose other than the use herein above specifically mentioned, subject, however, to all the covenants, agreements, terms, provisions and conditions of this Lease. Tenant will not at any time use or occupy the Premises or any part thereof, or permit the Premises or any part thereof to be used or occupied, in violation of the certificate of occupancy (temporary or final) issued for the building built by Tenant (the "Building") and/or the Premises. Tenant shall not use or permit the use of the Premises or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or for any unlawful purposes under New York State. If any governmental license or registration shall be required for the proper and lawful conduct of Tenant's business or other activity carried on it the Premises, Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or registration and submit the same to inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the terms and conditions of each license or registration.

4. FIXTURES ETC., NOT TO BE REMOVED.

All fixtures, structures, equipment, improvements, installations and appurtenances attached to, or built into, the premises at the commencement of or during the term hereof, whether or not furnished and installed at the expense of Tenant or by Tenant shall belong to Tenant.

5. UTILITIES: ELECTRIC, GAS AND WATER.

(a) Except as otherwise specifically provided for elsewhere in the Lease, Tenant, at Tenant's sole cost and expense, be permitted to add alternative energy sources at the Premises.

(b) Landlord shall in no way be liable for any failure of or defect in the character or supply of electrical energy furnished to the Premises.

(c) Tenant shall pay and be responsible for the cost of all utilities including, without limitation, all electric, gas and water consumed in the Premises and for any required pumping and heating thereof or other charges which may be imposed by the city or other governmental authority or agency thereof.

(d) All meters necessary for the measurement of Tenant's consumption of energy and water in the premises shall be installed, if required, and maintained by Tenant at Tenant's sole cost and expense.

(e) Landlord shall be responsible to make sure that gas main, if any, water and sewer, and an electric line sufficient to service the contemplated use, is brought up to the Premises.

6. VARIOUS COVENANTS.

Tenant covenants and agrees that Tenant will:

(a) throughout the Lease Term, at Tenant's expense, make all repairs, restoration and replacements in, at and to the Premises as and when the same are necessary in order to keep and maintain the Premises and the fixtures and appurtenances therein in good order, condition and repair, subject to wear and tear.

(b) permit Landlord and any mortgagee of the Land or of the interest of Landlord therein, and their representatives, to enter the Premises at all reasonable hours, for the purposes of inspection of the Premises or equipment, or of complying with all laws, orders and requirements of governmental or other authority or of exercising any right reserved to Landlord by this Lease (including the right, during the progress of any such repairs, replacements, or improvements or while performing work and furnishing materials in connection with compliance with any such laws), subject to the terms of this Lease.

(c) make no claims against Landlord for any injury or damage to Tenant or to any other person or for any damage to, or loss (by theft or otherwise) of, or loss of use of, any property of Tenant or of any other person irrespective of the cause of such injury, damage or loss, it being understood and agreed that no property other than such as might normally be brought upon or kept in the Premises for the purposes herein specified will be brought upon or kept in the Premises.

(d) All improvements or construction shall be done at Tenant's sole expense. All improvements or construction or work done by Tenant shall at all times comply with laws, rules, orders, and regulations of governmental authorities having jurisdiction thereof, including without limitation, the American's With Disabilities Act and all regulations issued thereunder and the Accessibility Guidelines for Premises issued pursuant thereto.

(e) permit Landlord, at reasonable times, to show the premises mortgagee, or any prospective purchaser, or prospective lessee, mortgagee, or assignee of any mortgage, of the the Land or of Landlord's interest therein, and their representatives, subject to the terms of this Lease.

(f) if pursuant to the Lease Tenant shall not purchase the Premises, then at the end of the term, quit and surrender the Premises to Landlord. If the last day of the term of this Lease falls on Sunday or a legal holiday, this Lease shall expire on the business day immediately preceding.

(g) at any time and from time to time upon not less than five (5) business days' prior notice by Landlord to Tenant, execute, acknowledge and deliver to Landlord, or to anyone Landlord shall designate, a statement of Tenant (or if Tenant is a corporation, an appropriate officer of Tenant) in writing a Tenant Estoppel Certificate 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 and as modified and stating the modifications), and the dates to which the fixed rent, and other charges have been paid in advance, if any, and stating whether or not Landlord is in default in performance of any covenant agreement term, provision or condition contained in this Lease and, if so, specifying each such default it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord, or mortgagee, or any prospective purchaser, lessee, mortgagee, or assignee of any mortgage, of the Premises and/or the Land or of Landlord's interest therein.

7. ASSIGNMENT MORTGAGING, SUBLETTING, ETC.

(a) Tenant covenants and agrees, for Tenant and its successors, assigns and legal representatives, that neither this Lease nor the term and estate hereby granted, nor any part hereof of thereof, will be assigned, mortgaged, pledged, encumbered or otherwise transferred (whether voluntarily, involuntarily, by operation of law, or otherwise), and that neither the Premises, nor any part thereof, will be encumbered in any manner by reason of any act or omission on the part of Tenant, or will be used or occupied, or permitted to be used or occupied, or utilized for desk space or for mailing privileges or as a concession, by anyone other than Tenant or its related or affiliated entities, or for any purpose other than as hereinbefore set forth, or will be sublet, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. No consent is required to an assignment or sublet to a related entity of Tenant or by merger of Tenant with another entity in the same or similar line of business. Notwithstanding the above, Tenant may be permitted to obtain any mortgage on construction of its facilities that is tied to the buildings/structures themselves, subject to Landlord's approval.

8. INSURANCE.

(a) Tenant, at its own expense, shall maintain, for the benefit of Landlord and Tenant and any mortgagee: insurance covering the premises against loss or damage (and after completion of construction fire) and such risks as are customarily included in extended coverage endorsements attached to insurance policies covering comparable property in the vicinity of the Premises including vandalism and malicious mischief, in an amount sufficient to prevent the assured from becoming a co-insurer within the terms of the applicable policies.

(b) Tenant, at its own expense, shall maintain for the mutual benefit of Landlord, Tenant, Owner and any mortgagee, general public liability insurance against claims for bodily injury, death or property damage, within a minimum of \$1,000,000 of coverage, occurring in, on or about the premises and any adjoining sidewalk, curb or vault (including, without limitation, bodily injury, death or property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof) with such limits as Landlord from time to time may reasonably require for bodily injury or death to anyone person and for bodily injury or death to any number of persons arising out of one accident and for property damage.

Tenant at its own expense, shall also maintain for the mutual benefit of Landlord, Tenant and any mortgagee and, single limit coverage of \$1,000,000/\$1,000,000.00 Dollars for bodily injury or death to anyone person or any number of persons arising out of one accident and for property damage as of the date hereof.

(c) The insurance required under this Article shall be effected by valid and enforceable policies issued by insurance companies licensed to do business in the State of New York and approved in writing by Landlord and shall set forth the indemnity referred to in paragraph (d) of Article 6 hereof. Any insurance policy or policies under this Article shall cover only the Premises and not any other properties owned, operated or leased by Tenant.

(d) At the commencement of the term of this Lease and thereafter, not less than thirty (30) days prior to the expiration date or the expiring policies theretofore furnished pursuant to this Article, originals or copies of such policies or renewal policies, as the case may be, shall be delivered by Tenant to Landlord with proof of payment of premium thereof. However, if the premium under any policy is payable in installments, Tenant shall furnish, simultaneously with the delivery of the policy, proof of payment of the current installment, and thereafter Tenant shall furnish to Landlord proof of payment of each subsequent installment within five (5) business days after it becomes due, if so requested by the Landlord. If the premiums are covered by a mortgage to which this Lease is subject, originals of the policies for the insurance required hereunder shall be

delivered to the mortgagee, and, if obtainable, duplicates thereof, and if not obtainable, certificates thereof shall be delivered to Landlord.

(e) All policies of insurance required under this Article shall name Landlord, Tenant and any mortgagee as the assureds, as their respective interests may appear, and the policies for the insurance required under subdivisions (a) and (d) hereinabove set forth also shall be payable, under a standard mortgagee clause, without contribution, to the holder of any mortgage covering the Premises. Each policy of insurance required under this Article, to the extent obtainable, shall contain an agreement by the insurer that it will not be cancelled without at least thirty (30) days' prior written notice to Landlord and the insured holder of any mortgage covering the premises and that no act or omission of any insured party (including mortgagees) named therein shall serve to invalidate, cancel or release or relieve the insurer thereunder from any liability which it may have to any other insured party so named. If such agreement cannot be obtained with respect to any policy, Tenant shall notify Landlord, in writing, to such effect and Tenant shall accept an insurer named by Landlord who will consent to include such agreement in like policy provided that the inclusion thereof does not require Tenant to pay any substantial additional premium.

(f) The loss, if any, under policies provided for herein (other than a loss under the insurance required by subdivision (b) which shall be adjusted by and paid to Landlord) shall be adjusted by and paid to Landlord or any mortgagee. All insurance policies, to the extent reasonably obtainable, shall provide that the loss, if any thereunder, shall be adjusted and paid as provided in this Article.

9. CONDEMNATION.

(a) In the event that the whole of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease, and the term and estate hereby granted, shall forthwith cease and terminate as of the date of vesting of title. In the event that only a part of the premises shall be so condemned or taken, then, effective as of the date of vesting of title, the fixed rent hereunder shall be abated in an amount thereof apportioned accordingly to the area of the premises so condemned or taken. In the event that any part of the building (hereinafter the "Building") to be constructed by Tenant shall be so condemned or taken, then Tenant (whether or not the premises be affected) may, at Tenant's option, terminate this Lease and the term and estate hereby granted as of the date of such vesting of title by notifying Landlord in writing of such termination within 30 days following the date on which Tenant shall have received notice of vesting of title.

(b) In the event of their termination in any of the cases hereinbefore provided, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the date hereinbefore set for the expiration of the term of this Lease, and the fixed rent and additional rent payable hereunder shall be apportioned as of such date.

(c) In the event of any condemnation or taking hereinbefore mentioned of all or a part of the Building, including any award made for the value of the estate vested by this Lease in Tenant, or In the event that the whole of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease, and the term and estate hereby granted, shall forthwith cease and terminate as of the date of vesting of title Tenant shall be entitled to receive an allocation of the award in the condemnation proceeding as adjusted for the value of the Premises and its structures and building(s). Landlord hereby expressly assigns to Tenant any and all right, title and interest of Landlord now or hereafter arising in or to any such award or any part thereof, and Landlord shall be entitled to receive no part of such award. It is expressly understood and agreed that Tenant shall have the right to challenge any such proposed condemnation and or taking and Landlord shall assist and cooperate with Tenant in the event of the foregoing.

10. COMPLIANCE WITH LAWS.

(a) Tenant, at Tenant's expense, shall comply with all laws and ordinances, and all rules, orders and regulations of all governmental authorities and of all insurance bodies, at any time duly issued or enforced, applicable to the premises or any part thereof or to Tenant's use thereof (including, without limitation, the Americans With Disabilities Act and all regulations issued thereunder and the Accessibility Guidelines for Buildings and Premises issued pursuant thereto), except that Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule, order or regulation requiring any structural alteration of or in connection with the premises, unless such alteration is required by reason of a condition which has been created by, or at the instance of, Tenant or is attributable, directly or indirectly, to the use or manner of use to which Tenant puts the premises, or is required by reason of a breach of any of Tenant's covenants and agreements hereunder.

11. SUBORDINATION.

(a) This Lease is subject and subordinate in all respects to all mortgages which may now or hereafter be placed on or affect such leases and/or real property, and/or Landlord's interest therein, and to each advance made and/or hereafter to be made under any such mortgages, and to all renewals, additions, modifications, consolidations, replacements, spreaders and extensions

thereof and all substitutions of mortgages. This subparagraph (a) shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute and deliver promptly any Tenant Estoppel Certificates that Landlord and/or mortgagee and/or their respective successors in interest may request. Tenant hereby constitutes and appoints Landlord and/or any mortgagee and/or their respective successors in interest Tenant's attorney-in-fact to execute and deliver any such certificate or certificates for and on behalf of Tenant.

12. NOTICES.

(a) Whenever a provision is made under this Lease for any demand, notice or declaration of any kind (even if the provision does not expressly require notice in writing), or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses set forth below or at such address as either party may advise the other from time to time. In the event a party refuses to accept delivery of a properly issued notice, the date of refection shall be deemed the date notice has been received. Any such notice, demand or declaration which does not comply with the foregoing requirements above shall be ineffective for purposes of this Lease.

If to Landlord at: SUNY Cobleskill Auxiliary Services, Inc.,
 152 Albany Avenue
 Cobleskill, NY 12043

With a copy to: Rose Law Office
 Mark Rose, Esq.
 31 North Ann Street #1
 Little Falls, NY 13365

If to Tenant: New York Medical Growers, LLC
 2926 Avenue L, 2nd Floor,
 Brooklyn, New York 11210

With a copy to: Korsinsky & Klein LLP
 2926 Avenue L, 2nd Floor,
 Brooklyn, New York 11210

or if the address of either other party for such notices, consents, approvals, requests, bills, demands or statements shall have been duly changed at such changed address. The parties may also provide notices via email provided a copy of is also sent via US Mail. Either party may at any time change the address for such notices, consents, approvals, requests, bills, demands or statements by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed address. Notwithstanding the foregoing, bills and statements by Landlord to Tenant for fixed rent, additional rent or other sums or charges payable by Tenant to Landlord may be delivered personally or sent by regular mail.

13. RE-ENTRY BY LANDLORD.

(a) If Tenant shall default in the payment of any fixed rent or additional rent or any other sum or charge payable hereunder by Tenant to Landlord on any date upon which the sum becomes due, or if this Lease shall expire, Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter into or upon the Premises, or any part thereof, in the name of the whole, 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 may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the premises again as and of its first estate and interest therein. The words "re-enter", "re-entry" and "re-entered" as used in this Lease are not restricted to their technical legal meanings. In the event of any termination of this Lease or in the event that Landlord shall re-enter the premises under the provisions hereof or in the event of the termination of this Lease (or of re-entry) by or under any summary dispossession or other proceeding or action or any provision of law, Tenant shall thereupon pay to Landlord the fixed rent, additional rent and any other sum or charge payable hereunder by Tenant to Landlord up to the time of such termination of this Lease.

(b) In the event of a breach of threatened breach on the part of the Tenant with respect to any of the covenants, agreements, terms, provisions or conditions on the part of or on behalf of Tenant to be kept, observed or performed, Landlord shall also have the right of injunction. The specified 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 herein provided for.

NOTWITHSTANDING ANY PART OF THIS LEASE, 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.

14. LEASE CONTAINS ALL AGREEMENTS - NO WAIVERS.

(a) This Lease contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the premises hereunder, and Landlord has not made and is not making, and Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements, except to the extent that the same may expressly be set forth in this Lease. The failure of Landlord to insist in any one or more instances upon the strict performance of any one of the covenants, agreements, terms, provisions or conditions of this Lease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver by Landlord of any covenant, agreement, term, provision or condition of this Lease shall be deemed to have been made unless expresses in writing and signed by Landlord. No surrender of the premises or of any remainder of the term of this Lease shall be valid unless accepted by Landlord in writing. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of any rent or additional rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of any rent or additional rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of any rent or additional rent, or pursue any remedy or remedies available to Landlord. The receipt and retention by Landlord of fixed fee or other sum or charge payable hereunder from anyone Other than Tenant shall not be deemed a waiver of the breach by Tenant of any covenant agreement, term, provision or condition herein contained, or the acceptance of such Other person as a tenant or a release of Tenant from the further performance by Tenant of the covenants, agreements, terms, provisions and conditions herein contained. The receipt and retention by Landlord of fixed rent, additional rent or other sum or charge with knowledge of the breach of any covenant

agreement, term, provision or condition herein contained shall not be deemed a waiver of such breach. No executory agreement hereafter made between Landlord and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing, refers expressly to this Lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge or termination or effectuation of the abandonment is sought.

15. PARTIES BOUND.

(a) The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the respective successors, assigns and legal representatives of the parties hereto with the same effect as if mentioned in each instance where a party hereto. The Lease shall become binding when it shall have been executed by Landlord and Tenant.

16. MISCELLANEOUS.

(a) Notwithstanding anything contained in this Lease to the contrary, Tenant covenants and agrees that Tenant will not use the premises or any part thereof, or permit the premises or any part thereof to be used as bar for the sale of alcoholic beverages.

17. HAZARDOUS WASTE.

(a) Throughout the term of this Lease, Tenant shall not undertake or permit any Environmental Activity (as such term is hereinafter defined) other than (i) in compliance with all applicable laws and ordinances and all rules, orders and regulations, present or future, ordinary or extraordinary, foreseen or unforeseen) of any federal, state or local governmental authority (hereinafter collectively referred to as "Legal Requirements"), and (ii) in such a manner as shall keep the premises, and the Land free from any lien imposed pursuant to any Legal Requirement in respect of such Environmental Activity. Tenant shall take all necessary steps to ensure that any Environmental Activity undertaken or permitted at the premises is undertaken in a manner as to provide prudent safeguards against potential risks to human health or the environment. Tenant shall notify Landlord within 24 hours of the release of any Hazardous Materials (as such term is hereinafter defined) from or at the premises which could form the basis of any claim, demand or action by any party. Landlord shall have the right, from time to time, at Tenant's expense, to conduct an environmental audit or such other examinations, tests, inspections and reviews of the premises as Landlord, in its sole reasonable discretion, shall deem reasonable necessary,

appropriate or desirable and Tenant shall cooperate in the conduct of any such environmental audit, examination, test, inspection or review. If Tenant shall breach the covenants provided in this Article, then, in addition to any other rights and remedies which may be available to landlord pursuant to this Lease or otherwise at law, Landlord may require Tenant to take all actions, or to reimburse Landlord for the costs of any and all actions taken by Landlord, as are necessary, appropriate or desirable to cure such breach. for purposes of this Article, the term "Environmental Activity" means any use, storage, installation, existence, release, threatened release, discharge, generation, abatement, removal, disposal, handling or transportation from, under, into or on the leased premises of (a) any "hazardous substance" as defined in any federal statute, (b) petroleum, crude oil or any fraction thereof, natural gas or synthetic gas used for fuel, and (c) any additional substances or materials which at such time are classified or considered to be hazardous or toxic under the laws of the State of New York or any other Legal Requirements the materials described in clauses (a) through (c) being collectively referred to as "Hazardous Materials". The provisions of subparagraph U) of Article 6 of this Lease shall be applicable to any failure by Tenant to comply with or keep or perform the provisions of this Article. The obligations of Tenant under this Article shall survive the expiration or sooner termination of the term of this Lease. It is agreed that the marijuana and the uses of Tenant under the License shall not be deemed an Environmental Activity. At no time may Landlord conduct testing of marijuana without prior written permission from the N.Y.S. Department of Health.

18. ENVIRONMENTAL LIABILITY.

(a) ENVIRONMENTAL LAW. The term "Environmental Law" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Hazardous Substances.

(b) HAZARDOUS SUBSTANCE. The term "Hazardous Substance" shall mean any substance that is actually or allegedly harmful to human life, animal life, or vegetation or any other portion of the environment; toxic substances and vapors, wastes, or pollutants; and hazardous or dangerous substances or vapors, including any substances defined, listed and/or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents, petroleum products or by-products, asbestos, and polychlorinated biphenyl, or substances which cannot be disposed of in a common landfill or require special handling or permits in conjunction with disposal.

(c) LANDLORD'S COVENANTS. Landlord warrants, represents, covenants and agrees as follows:

1. To the best of Landlord's knowledge (other than as disclosed in the Environmental Reports (as defined herein), no Hazardous Substance has been released, discharged or disposed of on, under or about the Premises, the Property (or off-site of the Property which might affect the Premises, the Building, or the Property) by any entity or person, or from any source whatsoever. Without limiting the foregoing, Landlord represents that the following constitutes all information in Landlord's possession or control concerning any release of Hazardous Substances on, under, or about the Premises, the Building, or the Property (or off-site of the Premises that might affect the Premises, or off-site of the Property that might affect the Premises, the Building, or the Property) including, without limitation, sampling data, environmental studies or reports, environmental site assessments, building surveys, and historical use reviews (collectively, "Environmental Reports"), all of which have been provided to Tenant:

[LANDLORD - TO PROVIDE ALL ENVIRONMENTAL REPORTS FOR THE PROPERTY AS SOON AS POSSIBLE]

2. Landlord shall require each of its employees, agents, contractors, subcontractors, tenants, subtenants, or any other party over whom Landlord has supervision or control or right of the same to comply with all applicable Environmental Laws.

3. Without limiting the foregoing and to the best of Landlord's knowledge, (a) there are no underground storage tanks on the Premises; (b) no underground storage tanks have been removed from the Premises; (c) there is no asbestos or asbestos-containing material in or on the Premises, and no asbestos or asbestos-containing material has been removed from the Premises; (d) no facilities involving the manufacture or disposal of any Hazardous Substance or the use or storage of any Hazardous Substance, including, without limitation, gasoline stations, automobile repair facilities, dry cleaners, photo developing laboratories, junkyards, landfills, waste treatment storage, disposal, processing or recycling facilities have been located on or adjacent to the Premises, or the Property.

4. Landlord shall give prompt written notice to Tenant of: (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Premises or the Building (or off-site of the Premises that might affect the Premises) or related to any loss or injury that might result from any Hazardous Substance; (b) all claims made or threatened by any third party against Landlord or the Premises, the Building or the Property relating to any loss or injury resulting from any Hazardous Substance; and (c) Landlord's discovery of any occurrence or condition on the Premises, the Building, or the Property (or off-site of the Premises that might affect the Premises) that could cause the Premises or the Common Areas, if any, or any part of either, to be subject to any restriction on occupancy or use of the Premises under any Environmental Law.

5. Subject to Tenant's obligations set forth herein, if any Hazardous Substance is deposited, released, stored, disposed, discovered or present in or on the Premises, Landlord, at

Landlord's expense, shall promptly and diligently, to the extent required by any applicable law, including (without limitation) any Environmental Laws, rules, regulations and policies of any governmental entity with jurisdiction over the same, and in compliance with such laws, remove, transport and dispose of such Hazardous Substance. Landlord, at Landlord's expense, shall promptly and diligently investigate any claim from Tenant concerning the presence or suspected presence of a Hazardous Substance on or in the Premises, including (without limitation) the sampling, monitoring and analysis of soil (both surface and subsurface), groundwater and air quality (both indoor and outdoor). Such investigation shall be performed by environmental contractors reasonably acceptable to Tenant. Landlord shall use its best efforts to minimize direct and indirect impact on Tenant, including its operations in the Premises and effective use of the Common Areas, if any, during all activities related to remediation. Without limiting the foregoing, prior to the Commencement Date, Landlord shall, at its sole cost and expense, remove all asbestos and asbestos-containing material from the Premises. If any asbestos or asbestos-containing material is discovered in the Premises during Tenant's inspection of the Premises, construction of its initial or subsequent tenant improvements or at any other time during the Term, then Landlord shall promptly remove the same or cause it to be removed at Landlord's sole cost and expense and if the foregoing delays the construction or installation of Tenant's improvements, then the rent commencement date shall be extended for one (1) day for each day of delay. In the event that there shall now or in the future exist any Hazardous Substances in, on, under or about the Premises, (not caused by Tenant) that materially and adversely affect Tenant's use of or operations from the Premises, access to or visibility of the Premises, Tenant's construction of its improvements (hereinafter "Interference"), then: (i) Rent and all other charges payable under this Lease shall be equitably abated in proportion to the effect of the Interference on Tenant's operations; (ii) if Tenant, in its sole discretion, decides to cease operating in the Premises, then: (a) all Rent and all other charges payable under this Lease shall abate until the date on which Tenant is reasonably able to reopen for business from the Premises without any Interference and (b) for each day of closure, Landlord shall pay to Tenant, as liquidated damages and not as a penalty, the sum of _____ per diem; (iii) if such Interference occurs prior to the rent commencement date, then the rent commencement date shall be delayed for one (1) day for each day of Interference; and (iv) if such Interference continues for more than thirty (30) days, Tenant may terminate this Lease, in which event Landlord shall pay to Tenant within twenty (20) days of the date Tenant vacates the Premises an amount equal to the unamortized portion (based on a straight-line amortization over the Initial Term) of Tenant's development costs incurred in connection with the permits, applications in connection with Tenants business and the permits, applications planning and construction of the Building, including (without limitation) attorneys' fees, design fees, consultant fees (whether the foregoing fees are incurred by outside or in-house personnel), permitting fees, site selection costs, and

construction costs, plus all other costs and expenses incurred by Tenant in connection with this Lease and the Premises.

(d) INDEMNITIES. Landlord shall protect, defend, indemnify and hold harmless Tenant and its agents, officers, directors, contractors, employees, parents, subsidiaries, successors and assigns from and against any Claims directly or indirectly related to: (a) a violation of or responsibility under Environmental Laws unless such Claims are directly related to Tenant's, or Tenant's agents, contractors or employees use, manufacture, storage, release or disposal of a Hazardous Substance on the Premises; or (b) a breach of any representation, warranty, covenant or agreement contained in this Article. This indemnity shall survive the termination of this Lease. In the event that any Environmental Law or any remedial or response activity concerning Hazardous Substances in, on, under or about the Premises, (not caused by Tenant) adversely affects Tenant's operations in the Premises, in addition to all other remedies provided in this Lease, Tenant may cease operating and terminate this Lease.

19. BROKER.

(a) Tenant states, with respect to the terms, conditions and provisions of this Lease as set forth herein, that no real estate broker, agent or finder brought about the terms and conditions of this Lease. The Landlord agrees that the Landlord shall be liable for the payment of brokerage commissions that are due, if any.

20. ARTICLE HEADINGS.

(a) The Article headings of this Lease are for convenience only and are not to be considered in construing the same.

21. QUIET ENJOYMENT.

(a) Landlord covenants that if, and so long as, Tenant keeps and performs each and every covenant agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the premises without hindrance or molestation by Landlord or by any other person lawful claiming the same, subject to the covenants, agreements, terms, provisions and conditions of this Lease and/or mortgages to which this Lease is subject and subordinate as hereinbefore set forth.

22. BUYOUT OPTION

(a) Tenant shall have the option of purchasing the Premises. If Tenant shall exercise the option between the 1st thru the 5th year of the lease the price shall be \$80,000.00. If Tenant shall exercise the option after the 5th year the price shall be \$60,000.00. If Tenant exercises this right Landlord shall be required to deliver the premises fee and clear of all, judgments, liens, mortgages or any other encumbrances.

23. CONTINGENCY.

(a) Tenant's obligations under this Lease are conditioned on Tenant's obtaining any permits and/or licenses (including but not limited to conditional use permits, building permits, variances and other governmental approvals) (collectively, the "Government Approvals") that are required by applicable laws to enable Tenant legally to: (a) construct Tenant's improvements to the Premises in accordance with the Plans; (b) to conduct the business for which Tenant is leasing the Premises; and (c) conduct its business from the Premises. Tenant shall, at Tenant's expense, initiate and diligently pursue each Government Approval pertaining to the tenant improvements Tenant constructs inside the Premises. Landlord shall execute any applications and shall provide Tenant with such further assistance and cooperation as Tenant may require in connection with applications for such Government Approvals. If Tenant does not obtain such Government Approvals on terms satisfactory to Tenant or if any Government Approvals are not renewed or are revoked during the Term due to Landlord's conduct, Tenant shall have the right to terminate this Lease. After a termination hereunder, neither party shall have any rights or liabilities under this Lease, and Landlord shall return any deposits and prepaid amounts to Tenant, if any; provided that, if such termination is based on Landlord's conduct, Tenant shall be entitled to pursue such other rights and remedies as may be available in this lease; at law; or in equity.

24. TENANT'S RIGHT OF EARLY TERMINATION.

(a) Notwithstanding anything contained herein to the contrary, Tenant, in its sole discretion, shall have the right to terminate this Lease as of the Early Termination Date. The "Early Termination Date" shall be any date on or after the last day of the forty eighth (48th) full calendar month of the Term or within thirty (30) days after a Department of Health revokes the License. In order to exercise this early termination right, Tenant must give Landlord written notice no less than one hundred eighty (180) days before the Early Termination Date. Upon the date Tenant specifies for the Early Termination Date, Tenant shall be fully and forever released and discharged from any and all obligations, covenants or liabilities of whatsoever kind or nature in law or equity or otherwise arising out of or in connection with this Lease or any other agreements by and between Landlord and Tenant except any obligation or liability accrued before the Early Termination Date.

25. AUTHORITY.

(a) Landlord and Tenant hereby represents and warrants that this Lease has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.

26. SEVERABILITY.

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

27. INTERPRETATION.

(a)This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

28. CUMULATIVE REMEDIES.

(a) Except where otherwise expressly provided in this Lease, no remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. BINDING EFFECT; CHOICE OF LAW.

(a) This Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the state where the Premises are located.

29. FORCE MAJEURE.

(a) In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period

of delay. For purposes of this Lease, the financial inability of Landlord or Tenant to perform any Required Act, including (without limitation) failure to obtain adequate or other financing or Landlord's failure to become the fee simple owner of the Property, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating: (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

29. CONFIDENTIALITY OF LEASE.

(a) From and after the date lease negotiations were entered into and throughout the Term of this Lease, the parties shall not disclose any of the terms, covenants, conditions or agreements set forth in the letters of intent or in this Lease or any amendments hereto, nor provide such correspondence, this Lease, any amendments hereto or any copies of the same, nor any other information (oral, written or electronic) which is communicated by or on behalf of Tenant or on behalf of Landlord relating to Tenant's proposed development of the Premises (including, without limitation, architectural plans, specifications, site plans and drawings) or Tenant's business, to any person including, without limitation, any brokers, any other tenants in the of Landlord or any affiliates, agents or employees of such tenants or brokers except as set forth herein, without Tenant's written consent or except as ordered by a court with appropriate authority provided Landlord seeks available protective orders, or as may be required or necessary with any filings with the New York State Department of Health. Landlord hereby acknowledges that the disclosure of the foregoing to any third party would cause material damage to Tenant, and Landlord agrees to indemnify, save and hold Tenant harmless from and against any and all damages suffered by Tenant which are attributable to any disclosure by Landlord in violation of the terms of this provision. Notwithstanding the foregoing, Landlord may disclose the terms of this Lease to those of its partners, employees, consultants, attorneys, accountants, current or potential mortgagees, purchasers of the Property who agree to be bound by the terms of this Section and Tenant may disclose the terms of this Lease to those of its partners, employees, consultants, attorneys, accountants and current or potential lenders, assigns or subtenants who

agree to be so bound and to any governmental agency or regulatory authority having jurisdiction over the business to be conducted by Tenant.

30. CONSENTS.

(a) Whenever the right of approval or consent is given to a party pursuant to this Lease, that party shall not unreasonably withhold, condition or delay its consent unless this Lease expressly provides otherwise.

31. QUIET ENJOYMENT.

(a) Without limiting any rights Tenant may have by statute or common law, Landlord covenants and agrees that, so long as this Lease is in full force and effect, Tenant shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming through or under Landlord.

32. GENERAL

- a) Tenant shall be allowed to record the lease
- b) Tenant shall have a right of first refusal to lease or purchase, as the case may be, any lots tracts that Landlord may lease or sell in the property known as the "COBY FARMS".
- c) Tenant, at its cost, shall have the right to install or place signs, awnings, or other advertising materials in, on or about the Premises to the maximum extent permitted by local law.
- d) With respect to any litigation arising out of or in connection with this Lease, Landlord and Tenant hereby expressly waive the right to a trial by jury.

33. FACSIMILE & COUNTERPARTS

This lease may be executed in counterparts. A PDF or facsimile signature on the lease and all related documents shall for all intents and purposes be deemed as an original signature.

(remainder of the page intentionally left blank)

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD

TENANT

**SUNY COBLESKILL AUXILIARY
SERVICES, INC.**

NEW YORK MEDICAL GROWERS, LLC

NAME:

NAME:

TITLE:

TITLE:

ATTACHMENT D

NEW YORK **MEDICAL GROWERS, LLC**

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NEW YORK **MEDICAL GROWERS, LLC**

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Executive Summary

New York Medical Growers, LLC (“NYMG”) is a limited liability company established under New York State Law for the purpose of operating a Registered Organization as authorized by New York’s Compassionate Care Act (“CCA”), Section 3369-a of the Public Health Law (NY PHL §3369 et.al) and in compliance with Part 1004 of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York promulgated by New York State Department of Health (“DOH”). (10 NYCRR §1004 et. al).

NYMG’s team includes: Jason Evans, Ph.D., an agricultural expert, Mark Benoit, a greenhouse cultivation expert, Daniel Kosmal, Esq., an expert in the extraction of cannabinoids and production of therapeutic medical marijuana products, Charles Sanford Smith, Esq., a New York Attorney and cannabis industry consultant with experience in application and licensing compliance in medical marijuana marketplaces in Nevada and Colorado, Joseph Klein, Esq., CPA, a New York Attorney with experience in New Jersey’s regulated medical marijuana marketplace and New York’s regulated Health Care industry, Dr. Rochelle Braun, MD, a respected New York pediatrician, Richard P. Nikolaus, Security / EHS, DEA Compliance Manager, a security consultant with extensive experience in pharmaceutical compliance and security, and Joel Landau, Liebel Rubin, Marvin Rubin, Solomon Rubin who are leaders in New York’s regulated Health Care Industry. NYMG has already identified and secured some key employees to be hired after the issuance of a Registration including, Dr. Evans, Mark Benoit, Daniel Kosmal, Winsome McLain Davis to serve as Quality Assurance Officer as well as four Pharmacists to supervise each of the Dispensing Facilities.

NYMG will combine the use of state-of-the-art manufacturing technologies, extensive knowledge of and experience with medical marijuana seed-to-sale cultivation and best practices with a unique familiarity with New York’s regulated Health Care industry. NYMG will manufacture approved OU certified kosher medical marijuana products with consistent cannabinoid profiles as authorized by the CCA at a state-of-the-art Manufacturing Facility on

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land leased from SUNY Cobleskill Auxiliary Services (“CAS”) in the Village of Cobleskill. The Manufacturing Facility will be able to produce sufficient quantities of medical marijuana necessary to meet the needs of certified patients with the ability to expand should patient need dictate greater production needs. NYMG will distribute these products at geographically dispersed Dispensing Facilities maximizing access to medical marijuana products to patients in need of relief regardless of location. NYMG has secured option contracts to lease Dispensing Facilities in Albany, Buffalo, Nyack and Queens.

NYMG’s mission is to produce the safest, most consistent, effective, laboratory tested; OU certified kosher medical marijuana products in New York’s regulated marketplace. NYMG will produce five brands each with consistent cannabinoid profiles of THC: CBD in five different forms so that patients will have access to multiple forms of cannabinoid therapy depending upon individual practitioner recommendations.

NYMG is dedicated to upholding the principles of the CCA in striking the right balance between relieving the pain and suffering of those in desperate of need treatment and protecting the public against risks to its health and safety. NYMG will implement policies and procedures to maintain effective control against diversion of marijuana or medical marijuana products. NYMG’s Manufacturing and Dispensing Facilities will operate in strict compliance with internal controls, industry best practices, New York State laws and DOH Regulations.

Partnership with The State University of New York College of Agriculture and Technology at Cobleskill

After extensive discussions with The State University of New York College of Agriculture and Technology at Cobleskill (“SUNY Cobleskill”), NYMG anticipates a strategic partnership with SUNY to facilitate the construction and operation of its state-of-the-art Manufacturing Facility. Upon final approval by SUNY, this partnership will give NYMG access to SUNY Cobleskill’s wealth of knowledge and talent in the fields of agriculture and technology. NYMG plans to hire the majority of its staff from within the local community. This partnership would also enable

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SUNY Cobleskill to prepare their students for careers in the growing field of marijuana cultivation and manufacturing and solidify the University's Curriculum in these areas helping to maintain its reputation as the premier Agricultural Higher Education Institution in the state. Founded in 1911, SUNY Cobleskill's 782-acre campus features outstanding educational facilities, including a contiguous farm with a new equestrian center and 200-cow dairy facility, fish hatchery, specialized classrooms and laboratories, student-run restaurant, nationally accredited child development and child care centers, an art gallery, and 10 residence halls. The University has consistently been recognized among the Best Regional Colleges in the North by U.S. News and World Report and has been named to President Obama's Higher Education Community Service Honor Roll for four consecutive years. The new Center for Environmental Sciences and Technologies and the \$38.7 million Center for Agricultural and Natural Resources symbolize the college's dedication to providing students with state-of-the-art facilities to pursue study and research opportunities in Environmental and Energy Technology, Plant Sciences, Fisheries & Wildlife, and Animal Sciences. NYMG hopes this potential partnership will help foster an environment in which SUNY Cobleskill can live up to its mission of preparing students for successful careers, advanced studies and engaged citizenship with an emphasis on experiential education.

Research Plan

SUNY Cobleskill would serve as a conduit for NYMG to access the SUNY system. NYMG hopes to work with not only with the talented individuals in the fields of agriculture and biotechnology at Cobleskill, but also with members of the SUNY School of Pharmacy and Pharmaceutical Services and scientists and researchers throughout the SUNY system. Research would focus on revolutionary cutting edge cannabinoid therapies. NYMG hopes to partner with scientists and pharmacists in order to support research and continue to develop more effective standardized cannabinoid therapy methodologies to provide relief to patients. NYMG hopes to work with doctors and scientists at institutions such as SUNY Upstate Medical University and build upon the cannabinoid and cancer research already underway. NYMG hopes to develop

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safer, more standardized delivery methods and therapy in order to provide the most effective treatment protocols and relief to patients.

NYMG hopes to collaborate with its potential partners at SUNY, to conduct three research studies: an analysis of cannabinoid therapy in pain management, an analysis of the efficacy of cannabinoid therapy for treating the qualifying conditions authorized by the CCA and a study of medical marijuana products and the risks and potential for abuse and addiction. While there is a great deal of anecdotal evidence regarding the efficacy of cannabinoid therapy, there is very little empirical scientific research and data on the subject. NYMG hopes that these studies will help to explore the efficacy of cannabinoid therapy, such that physicians can improve treatment using empirical methodologies, rather than relying solely on the anecdotal evidence of patients.

Methodology

NYMG will work with patients at its Dispensing Facilities to conduct the studies. The sampling will initially be random, but NYMG hopes to continually hone the survey methods in to order to gather representative samples of the patient population. NYMG's goal is for practitioners to be able to use the data gathered in these controlled studies to understand and improve the efficacy of cannabinoid therapy and its ability to alleviate the pain and suffering of patients, while also minimizing any negative side effects.

Study #1: The Efficacy of Cannabinoid Therapy for Pain Management

Study #1 will focus on cannabinoid therapy for the purpose pain management. NYMG will examine the efficacy of particular brands and forms of cannabinoid therapy with respect to pain management as a symptom related to the qualifying conditions ((i) cancer; (ii) positive status for human immunodeficiency virus or acquired immune deficiency syndrome, provided that the practitioner has obtained from the patient consent for disclosure of this information that meets the requirements set forth in sections twenty-seven hundred eighty and

twenty-seven hundred eighty-two of the public health law; (iii) amyotrophic lateral sclerosis; (iv) Parkinson's disease; (v) multiple sclerosis; (vi) damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity; (vii) epilepsy; (viii) inflammatory bowel disease; (ix) neuropathies, (x) Huntington's disease) of the CCA. The goal of this study will be to enable physicians to improve palliative care for the terminally ill and pain management for those who suffer from severe or chronic pain resulting in substantial limitation of function due to one of the qualifying conditions.

Study #2: The Efficacy of Cannabinoid Therapy for the CCA's Qualifying Conditions

Study #2 will focus on the efficacy of cannabinoid therapy in treating the following symptoms: Cachexia or wasting syndrome, severe or chronic pain resulting in substantial limitation of function, severe nausea, seizures, severe or persistent muscle spasms resulting from the qualifying conditions ((i) cancer; (ii) positive status for human immunodeficiency virus or acquired immune deficiency syndrome, provided that the practitioner has obtained from the patient consent for disclosure of this information that meets the requirements set forth in sections twenty-seven hundred eighty and twenty-seven hundred eighty-two of the public health law; (iii) amyotrophic lateral sclerosis; (iv) Parkinson's disease; (v) multiple sclerosis; (vi) damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity; (vii) epilepsy; (viii) inflammatory bowel disease; (ix) neuropathies, (x) Huntington's disease) specified in the CCA. The study will seek to discover the efficacy of medical marijuana products in various brands and forms in alleviating the symptoms of qualifying conditions. The study will compare the efficacy of cannabinoid therapy to other available treatment options previously used by patients.

Study #3: Medical Marijuana Products and The Potential for Abuse and Addiction

Cannabinoid therapy is often used as an alternative to treatment with opiates, which can lead to abuse and addiction in higher rates than other forms of treatment. Study #3 will focus on any

substance abuse issues that may evolve from the use of cannabinoid therapy. This study will attempt to analyze what, if any, substance abuse and addiction occurs from using medical marijuana products and what types of patients are most likely to abuse or become addicted to medical marijuana products as well as strategies for avoiding such outcomes. The study will help to assist both physicians and pharmacists in being aware of the signs of potential signs of abuse in medical marijuana products.

NYMG is seeking to explore and improve the science behind cannabinoid therapy in its commitment to improve safe access to cannabinoid therapy for the patients of New York. The Company plans to work closely with DOH in order to guarantee that the program is a success. NYMG hopes that the DOH will look to them to lead the way in cannabinoid therapy research, standardized treatment protocols and innovative delivery systems in order to advance the current science of cannabinoid therapy and make New York State a leader in the field. Through its anticipated partnership with SUNY, NYMG will have access to scientists, doctors and pharmacists with the skills and expertise necessary in order to take medical marijuana from its existing therapeutic state to a truly medicinal product. As this research progresses, NYMG will also partner with advocacy organizations in order to advance educational opportunities for both patients and the general public to learn more about this cutting-edge cannabinoid therapy. We are just beginning to uncover the secrets of the cannabis plant, and NYMG hopes to help lead the way in discovering the plants truly medicinal properties by investing in research and technology in order to bring these revolutionary products to the patients of New York State.

Orthodox Union Kosher Certification

NYMG has entered into an agreement to have the Cobleskill Manufacturing Facility certified as OU Kosher by the Orthodox Union (OU). The OU Kosher is the world's largest and most widely recognized kosher certification agency, certifying close to 1,000,000 products produced in over 8,000 plants located in 92 countries around the world. The OU's six hundred (600) Rabbinic Field Representatives located across North America and throughout the world – from Europe to

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Australia, from China to South Africa—are proficient in modern food production techniques and chemical and biological processes, as well as the intricacies of Jewish law.

The New York headquarters staff consists of over 50 Rabbinic Coordinators who serve as account executives for OU certified companies; supplemented by a roster of ingredient specialists, flavor analysts and other support staff. State-of-the-art computer system stores and tracks product information and ingredients. The Orthodox Union database contains information on more than 250,000 food ingredients. Many of the food industry’s most recognized brands, large and small, choose the OU for their kosher certification, including: ADM, Avebe, Best Foods, Cargill, Cerestar, Coca Cola, Cognis, Peter Cremer, Danisco, Dean Foods, DSM, General Mills, Haarmann & Reimer, Chr. Hansen, Hebei Welcome Pharmaceutical, H.J. Heinz, Hershey’s, Kraft/Nabisco, McCormick & Co., Nestlé, Novartis, Procter & Gamble, Pillsbury, Quest, Reynolds Aluminum, Rhodia, Unilever, and thousands more. The OU does much more than ensure the highest standards of kosher certification. OU Kosher is unique among all the major kosher certification agencies, as it is part of a non-profit communal organization (founded in 1898), so that it can maintain the highest levels of integrity without any possible conflict of interest. NYMG feels that the OU will be able to comply with NYMG’s strict security procedures and policies.

NYMG believes that this certification is extremely important. The certification is not only important to many of the individuals involved with NYMG but also will help NYMG ensure that cannabinoid therapy is available to all New Yorkers regardless of religious affiliations or beliefs. Patients will not feel as if they have to compromise religious beliefs in order to alleviate pain and suffering. NYMG is committed to meeting the needs of all patients and believes that OU Kosher Certification is an important step to that end. NYMG believes that the OU is best suited to provide this certification.

START-UP NY

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If issued a registration NYMG intends to apply for consideration under the START-UP NY program. NYMG's site has previously been qualified under the START-UP NY Program by CAS and NYMG has initiated discussions regarding participation in START-UP NY, which have been encouraging and positive to date. NYMG is excited to participate in this innovative program and help bring a new and exciting industry to New York State as well as the potential to create a strong partnership with SUNY Cobleskill. Under START-UP NY, certain employees' earnings will be not subject to state and local tax. As a result, NYMG feels it will be able to secure the most qualified individuals to work at its Facility due to this added fringe benefit.

Medical Marijuana in New York and The CCA

Despite the criminalization of marijuana, it remains one of the world's most widely produced and consumed substances. It was criminalized via the Marijuana Tax Act of 1937 over the objections of the American Medical Association. Anecdotal evidence of the use of marijuana for medicinal purposes dates back thousands of years. Beginning with California in 1996, individual states have passed medical marijuana laws. Today, twenty-three states and the District of Columbia currently have some type of medical marijuana law, and thirty-seven states recognize the medicinal value of marijuana in some form. The passage into law of New York's CCA reflects this national trend of state and local governments entering the field of medical marijuana regulation. In practice, functional limitations and finite resources create extensive areas of concurrent authority between states and the federal government. This allows for a broad range of policy alternatives in the oversight of state-administered medical marijuana programs that aim to establish regulated markets and prevent abuse of marijuana for non-medical purposes. NYMG has engaged in an extensive analysis of various regulatory models in order to determine best practices and ensure unambiguous compliance with the CCA and Department of Justice Federal Enforcement Priorities most recently articulated by Deputy Attorney General James Cole in a Memorandum of August 29, 2013. NYMG is dedicated to unambiguous compliance with New York laws and regulations and the prevention of marijuana abuse as part of its corporate culture and operations.

Estimated Patient Population and Manufacturing Capabilities
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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Members & Advisors

NYMG's executives and Members & Advisors, along with hired experienced professionals, will oversee the Manufacturing and Dispensing Facilities' day-to-day operations. The Members & Advisors are: Rochelle Braun, MD, Dr. Jason Evans, Ph.D., Joseph Klein, Esq., CPA, Lisa Karina, RN, Joel Landau, Liebel Rubin, Marvin Rubin, Solomon Rubin and Charles Sanford Smith, Esq.

Rochelle Braun, MD, Member/Manager

Dr. Rochelle Braun is pediatrician serving the [REDACTED] area. Dr. Braun received her medical degree from SUNY Downstate in 1989. Prior to attending medical school, she received both a Bachelor of Arts and Masters in Nutrition from New York University. Dr. Braun has dedicated her life and professional career to improving the health and nutrition of New Yorkers and is excited to help bring cannabinoid therapy to patients suffering. She helps to develop and monitor NYMG's operations plan, drawing on her experience in medicine and familiarity with the endocannabinoid system to help NYMG develop state-of-the-art cannabinoid therapies and treatments. Dr. Braun is a practicing pediatrician having been certified by the New York State Boards in Pediatrics three times most recently in 2012. She earned a Bachelor of Arts from NYU in Nutrition Cum Laude and a Masters in Nutrition from NYU Magna Cum Laude. She received her medical degree from SUNY Downstate in Brooklyn and completed her residency in Pediatrics at Long Island Jewish Schneider's Children's Hospital.

Dr. Jason Evans, Ph.D., Advisor

Dr. Evans is an Assistant Professor of Agricultural Business Management at the State University of New York's College of Agriculture and Technology at Cobleskill (SUNY Cobleskill). Dr.

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Evans received his Ph.D. in Natural Resource Economics from West Virginia University (WVU) in 2007, M.S. in Agricultural Economics from WVU in 2003 and B.A. in Economics from the University of Virginia in 2002. He has authored several academic journal articles and a book, all largely focused on the economics of pasture-based livestock production systems. Dr. Evans currently teaches a wide array of Agribusiness management courses including GAP programming and management at SUNY Cobleskill and has received numerous teaching awards during his time there.

Joseph Klein, Esq., CPA, Member/Manager

Joseph Klein is a [REDACTED] and is a New York Attorney and Certified Public Accountant. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Mr. Klein is an active member of the New York State Bar Association, and has written articles and lectures in areas focusing on his practice. He is also an active Board member of various non-profit organizations.

Lisa Kuprian, RN, Advisor

Lisa Kuprian is a Registered Professional Nurse who has worked with a chronically ill population for 25 years. [REDACTED]

[REDACTED]
[REDACTED]

Lisa has sat on NIH advisory panels and worked on clinical trials to develop recommendations for the best clinical practices in treating patient's with heart failure. Lisa also sits on the advisory board for New York Cannabis Alliance. Lisa has been a patient advocate throughout her career

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and volunteers her time working on patient centered legislation in New York State and on the Federal Level. Lisa is also an advocate for harm reduction and drug policy reform.

Joel Landau, Member/Manager

Joel Landau is an entrepreneur and visionary who seek to improve the healthcare delivery system. He is a highly energetic and dynamic business leader with a proven record of success in creating companies that improve health care delivery and insurance processes for health plans, their members, and medical providers that service the community. He is committed to leveraging well-grounded healthcare operations experience and industry knowledge to develop solutions that lead to improved healthcare quality and access to care. Joel offers a combination of management expertise and dedication to excellence. He has founded several New York-based companies, all of which have been distinguished by rapid increases in revenue, outstanding management expertise, and responsiveness to industry and community needs. In addition to maintaining strong corporate and community-based relationships, Joel serves on the following Boards and Committees: Medicaid Managed Care Advisory Review Panel (MCCARP), Advisor to NYS DOH Preventative Health and Health Services block Grant, Advisor to NYS DOH Task Force on Long Term Care Financing.

Liebel Rubin, Member

Liebel Rubin has been in health care management and administration since 1982, when he first worked as a comptroller. In 1986, he became a receiver of a skilled nursing home facility, and of several facilities thereafter. He has helped to turn those facilities around both from a financial and care perspective. He is a licensed Nursing Administrator by New York State Department of Health since 1985. [REDACTED]

[REDACTED]

[REDACTED] Liebel has made service to the special needs population his specialty, focusing

on Traumatic Brain Injury, Neuropsychiatric and the younger population. In addition, Mr. Rubin is an [REDACTED]. He has an excellent reputation within the health care community and the community at large. He has a wealth of experience in dealing with patient populations, many of which are similar to the potential patient population for medical marijuana products.

Marvin Rubin, Member

Marvin Rubin has held a variety of executive positions in the financial and systems areas of nursing facilities since beginning his health care industry career in 1996. [REDACTED]

[REDACTED] Mr. Rubin has also successfully led negotiations for the purchases of Ruby Weston Manor and the Kesser Nursing & Rehabilitation Center. In addition, he has been instrumental in implementing improvements in Hamilton Park, Ruby Weston, and Kesser that have met with widespread approval from patients, staff and the community at large. Active in work with local charities, Mr. Rubin has been personally involved with coordinating [REDACTED] relief efforts to assist victims of Hurricanes Irene and Sandy.

Solomon Rubin, Member/Manager

Solomon Rubin entered the long-term care industry in 1997 and has assumed increasingly progressive responsibilities for both the financial management and facility operations of several skill-nursing facilities. In his role as [REDACTED] of multiple nursing facilities, he has honed and cultivated expertise in promoting efficient, compliant highly successful operations. Mr. Rubin also has extensive experience in EMR implementation in both the financial and medical aspects, leading successful implementation in numerous homes, thus increasing efficiency, compliance and leading to a totally paperless environment. Mr. Rubin also served as financial consultant to multiple nursing facilities, on issues including implementation, financial

reporting programs, group purchasing practices, inventory control procedures and procedures, as well as adoption and implementation of electronic medical records. In addition to [REDACTED]

Charles Sanford Smith, Esq., Advisor

Charles Smith is a New York Attorney and cannabis industry consultant. His law practice focuses on cannabis and criminal defense as well as drug policy and criminal justice reform. Charles serves as an advisor to companies throughout the country. He has assisted and advised companies in all aspects of the cannabis industry on issues including: licensing/compliance, intellectual property and nationwide expansion. He recently worked with a company that was awarded five licenses by the state of Nevada to cultivate, process and distribute cannabis. Charles is intimately familiar with the CCA and DOH Regulations as well as marijuana laws and regulations throughout the United States. Charles testified on behalf of the New York City Bar Association before the New York State Assembly Health Committee at its hearing regarding medical marijuana in December 2013. Charles has attended cannabis and drug policy conferences throughout the country and is a frequent lecturer at the Cannabis Career Institute. He is an advisory Board Member of the New York Cannabis Alliance, a member of the New York City Bar Association Committee on Drugs and the Law, Students for Sensible Drug Policy, the Drug Policy Alliance and a lifetime member of the NORML legal committee.

Section 1 – Manufacturing

Cobleskill Manufacturing Facility

NYMG's Manufacturing Facility will be located in Cobleskill, New York in Schoharie County in Central New York. NYMG believes that by locating in Central New York, the Company will be best be able to serve patients at its geographically dispersed Dispensing Facilities. Dr. Jason Evans, Ph.D., will lead the Manufacturing Operations, as Operations Director. Jason is an Assistant Professor of Agricultural Business Management at the State University of New York's College of Agriculture and Technology at Cobleskill (SUNY Cobleskill). Dr. Evans received his Ph.D. in Natural Resource Economics from West Virginia University (WVU) in 2007, M.S. in Agricultural Economics from WVU in 2003 and B.A. in Economics from the University of Virginia in 2002. He has authored several academic journal articles and a book, all largely focused on the economics of pasture-based livestock production systems. Dr. Evans currently teaches a wide array of Agribusiness management courses including GAP programming and management at SUNY Cobleskill and has received numerous teaching awards during his time there. Mark Benoit will serve as Cultivation Manger and lead the cultivation operation. Mark is currently the Grow Manager for Bright Farms in Bucks County, Pennsylvania. Bright Farms is the premier farm-to-table produce grower in the United States. Mark has two years experience in GAP and is extremely familiar with greenhouse cultivation as he currently manages a 50,000 square foot facility. The Manufacturing Facility will be constructed on farmland at Mineral Springs leased from Cobleskill Auxiliary Services Inc. (CAS) in close proximity to SUNY Cobleskill, the premier agricultural institution in New York State. As explained below, if a Registration is approved, NYMG will seek to have the site approved under New York's Startup NY Program. The initial plan calls for the construction of a 49,593 sq. ft., Facility, but the site offers the ability to expand the footprint on the twelve acres available to NYMG. The site has access to all necessary utilities including: gas, electric and municipal water and sewer. Detailed construction plans and architectural plans for the Facility can be found in Appendix B.

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Partnership with Envirotech Greenhouse Solutions/Agam Ventilated Heat Converter (VLHC) System from Israel

Envirotech Greenhouse Solutions will construct the state-of-the-art greenhouse Cultivation and Manufacturing Facility. Envirotech is a leader in the greenhouse construction field and has designed and built a variety of systems for the cultivation of marijuana and other crops. Envirotech is the exclusive United States distributor of the Agam Heating and Dehumidification System. The system was developed in Israel and is a unique and revolutionary dehumidifying, filtering, and heating system for greenhouses. Patented worldwide, the Agam VLHC has been proven to efficiently reduce humidity while neutralizing airborne pathogens such as Botrytis and powdery mildew. The system acts as a primary heat source that draws in humidity, absorbs humid air and returns the input and latent heat as hot air. This allows air of spores to wash away and drain away water. NYMG is excited about using this revolutionary technology and the partnership with Envirotech/Agam as it brings to New York State technology developed in Israel, a world pioneer in medical marijuana. The Facility will be fully automated in order to maintain optimal marijuana cultivation conditions regardless of exterior weather conditions. Such control will enable NYMG to produce the highest quality and most consistent source material to process into approved medical marijuana products. The facility will feature a recirculating soilless hydroponic cultivation system also installed by Envirotech. Soilless hydroponics allow for efficient scaling and resource management, enabling the Manufacturing Facility to expand production quickly, if necessary, to meet the needs of the growing patient population.

Co-Generation and Gasifier

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A member of the U.S. Green Building Council, SUNY Cobleskill has been recognized among the Princeton Review's 286 Greenest Colleges. SUNY is also a member of the U.S. Green Building Council, a non-profit organization dedicated to sustainable building design and construction. The partnership with SUNY will give NYMG access to a gasifier as means of disposing of the biomass created at the Facility in a responsible fashion. Gasification is a process that converts organic or fossil fuel based carbonaceous materials into carbon monoxide, hydrogen and carbon dioxide. The resulting gas mixture is itself a fuel. The power derived from gasification and combustion of the resultant gas will be used as a source of renewable energy. NYMG estimates that the facility will generate 1-1.5 tons of biomass per year. Through this partnership, NYMG anticipates that the Cobleskill facility will not only benefit patients throughout the State of New York, but also help our partners at SUNY Cobleskill transition to a campus powered by renewable energy. NYMG is optimistic that, in the future, its expanded Facility has the potential to be powered through co-generation technology.

Envirotech Greenhouse

The greenhouse will utilize state of the art climate control systems. Utilizing a recirculating closed loop ventilation system; we will have the ability to filter incoming air to the strictest standards. Return air will be treated against odor with carbon filtration to prevent odor from escaping the facility. The greenhouse will be covered with a high quality glass glazing on the roof. The glass will contain a "diffused" or opaque element to prevent the interior of the greenhouse from being visible from the outside. The walls will be covered with a high insulation value insulated metal panel providing an additional level of security.

Cultivation: Soilless Hydroponic Growing System

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The cultivation system will utilize the latest innovations in commercial hydroponic systems. We will use a "recirculating" system, eliminating wastewater. Using ultra-accurate control systems plants will only be given the precise amount of water and fertilizer at every stage. Plants will be moved through the greenhouse according to the stage in the plants life cycle.

Plant transport will be accomplished by utilizing a mobile container system. This system helps to reduce the amount of employees needed in the greenhouse. The work area will be focused in the head house reducing security concerns as well as mitigating bio-security related issues.

Extraction Process

NYMG will utilize both a Carbon Dioxide (CO₂) supercritical fluid extraction and alcohol extraction process in order to produce the widest range of medical marijuana products for cannabinoid therapy. Alcohol Extraction, using ethanol provides an excellent vehicle for the extraction of cannabinoids

CO₂ super critical fluid extraction ("SFE") is among the most effective methods known to modern science to extract essential oils from plant matter. This method is used commercially to extract oils from products for decaffeinating coffee, extracting essential oils from vegetables and fish and the extraction of flavors from natural resources in making nutraceuticals. NYMG will be using the SFE Bio-Botanical Extraction System from Waters Corporation for the processing of cannabis and extraction of essential oils to be put into liquid or oil preparations for metered oromucosal or sublingual administration, metered oil preparations for vaporization, capsules for oral administration as permitted by DOH Regulations.

Waters is a recognized leader in supercritical extraction. The machine meets or exceeds all requirements specified in DOH Regulations and under New York Law. The machine is capable of processing three to four pounds of dried marijuana into oil every three (4) hours. The system consists of a CO₂ pump, a mass flow meter, two extraction vessels, an automated backpressure

regulator, two heat exchangers, and three fraction collection vessels. NYMG will also utilize a CO₂ recycler making the system a “closed loop” system, the safest possible method for extraction. The exact description and specifications for the extraction equipment can be found in Exhibit B.

NYMG has recruited Daniel Kosmal to provide extraction consulting and design as well as run the extraction operation at NYMG. Daniel has been extracting cannabis concentrates and producing cannabis products for the California medical marijuana market since 2009. His first medical marijuana product invention, Doc Green's Therapeutic Healing Cream, was the first professionally packaged and widely distributed topical cannabis product in California medical marijuana dispensaries. This alcohol extracted medical marijuana product has become a staple, and set the standard for topical cannabis products in the California market. Also beginning in 2009, he began producing “Rick Simpson Oil” or “Honey Oil” from alcohol extractions, a fully decarboxylated concentrate used for the treatment and pain management of cancer and other conditions

Beginning in June 2011, Daniel began extracting cannabis using Super Critical CO₂ machinery manufactured by Waters Corporation. Daniel selected the Waters CO₂ extractor over other manufacturers because it allows a range of extraction pressures and conditions that were not possible with other machines. Daniel's Waters extractor was the first in the State for medical marijuana extractions, and one of the first four CO₂ medical marijuana extraction machines to exist in California. Since that time, he has personally performed hundreds of medical marijuana extraction runs and has experimented extensively with various pressures, temperatures, and conditions to perfect and standardize the pure CO₂ extraction process. Over the years, he has developed the processes to create consistent, medically sterile, pure CO₂ cannabis extractions, without the use of co-solvents. Laboratory testing results consistently show extractions with 89-93% cannabinoid content, and extractions that have the highest terpenoid and flavor components of any CO₂ extract on the California market. These extractions are performed at low temperatures, keeping the cannabinoids in their natural “raw” state, while being completely free of molds or

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pathogens, and are able to be easily decarboxylated or remain “raw” and combined into any lipophilic, oil based, or alcohol based solution for production of a wide range of products.

Some of the products that Daniel has successfully created and marketed include:

Award winning Pure CO2 concentrates in various forms for vaporizing:

- Including waxes, oils, “crumble”, “butters”, and dewaxed, or “winterized” “saps”;
- The most flavorful pure CO2 extracted oils for use in vapor pen Cartridges;
- Raw and Decarboxylated cannabis infused gel caps with metered dosages;
- Topical cannabis infused lotions and salves.

Daniel has also successfully prototyped a number of formulations that are ready for production, including sub-lingual sprays, topical DMSO infusions, massage oils, and shampoos.

All of the products that Daniel produces can be easily made using the “raw” THCA or Delta 9 THC “decarboxylated” form, and can be combined in any desired ratio of THC to CBD. All products can also be produced in accurate metered doses. Detailed Standard Operating Procedures regarding the extraction aspect of manufacturing can be found in Section 6 of this Operating Plan. The detailed specifications of the Equipment to be used in the process can be found in the Equipment List Attachment B of Application

Brands of Medical Marijuana Products

NYMG intends to initially offer five brands of medical marijuana products:

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Brand	Ratio of THC:CBD
Brand 1	20:1
Brand 2	2:1
Brand 3	1:1
Brand 4	1:2
Brand 5	1:20

A complete description of each of the Brands and the formulation process can be found in the Extraction Standard Operating Procedures in Section 6 of this Operating Plan.

Forms of Medical Marijuana Products

NYMG will produce medical marijuana products in the following forms:

1. Oral Capsules
2. Sublingual Spray
3. CO2 Oromucosal Oil
4. Alcohol Oromucosal Oil
5. Vapor Oil Cartridges

These products allow NYMG to standardize its delivery systems in order to deliver cannabinoid therapy to its patients through proper-metered dosage. A complete description of each form and the general product formulating procedures for producing medical marijuana products with consistent and accurate dosages can be found in the Extraction and Processing Standard Operating Procedures found in Section 6 of this Operating Plan. A complete description of the delivery system devices that will be sold with the medical marijuana products can be found in Section 4 of this Operating Plan.

Packaging of Products

NYMG will package all products in compliance with the CCA, DOH Regulations and based upon sound packaging practices of controlled substances, promulgated by the Drug Enforcement Administration. NYMG will use automated packaging machines in order to ensure quality control and uniformity in medical marijuana products. Detailed packaging Standard Operating Procedures regarding the packaging process can be found in Section 6 of this Operating Plan.

Section 2 – Transport and Distribution

Transport Plan

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

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Section 3 – Dispensing and Sale

NYMG will distribute only the safest, most consistent, laboratory tested, OU certified kosher, medical marijuana products to patients in New York State. NYMG will dispense its products at four Dispensing Facilities geographically dispersed throughout the state.

NYMG has secured options to lease Dispensing Facilities in Albany, Buffalo, Nyack and Queens. Through these access points NYMG will be able to serve patients within one-hundred and fifty (150) miles of fifty-six (56) of the sixty-two (62) counties in New York State as illustrated by the table below:

Facility	Counties Within 150 miles
Albany	Albany, Broome, Chenango, Colombia, Cortland, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Lewis, Madison, Montgomery, Oneida, Onondaga, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington
Buffalo	Allegany, Cattaraugus, Cayuga, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuylar, Seneca, Steuben, Tompkins, Wayne, Wyoming, Yates
Nyack	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester
Queens	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk,

Descriptions of each Dispensing Facility location can be found below and in Attachment A of the Application. Detailed code analyses of the proposed Facility locations are located in Appendix B of the Application.

The Dispensing Facilities shall operate at all times in compliance with New York Law and DOH Regulations and in accordance with the Standard Operating Procedures. The SOPs are based upon best practices and compliance with DEA standards regarding controlled substances. The Dispensing Facility Pharmacists in conjunction with the Operations Managers will be responsible for ensuring adherence to the SOPs. The goal of the SOPs is to maintain the safest environment possible for all patients and employees of NYMG. The full text of the SOPs can be found in Section 6 of this Operating Plan.

Dispensing Facility Locations

Albany Dispensing Facility

448 Sand Creek Road

Albany, New York 12205

NYMG's Albany Dispensing Facility will be located at 448 Sand Creek Road in Albany, New York. The Facility will be 2,000 square and consist of two private consultation rooms for our Pharmacist to meet and counsel patients regarding the therapeutic uses of our medical marijuana products while still maintaining each patient's privacy and confidentiality. The building is a former convenience store with twelve (12) dedicated parking spots. As a standalone building, it provides NYMG with the highest level of security, and the ability to prevent diversion, theft and loss of medical marijuana products. The state-of-the-art Security System will monitor the premises twenty-four hours a day as required by DOH regulations. The location also allows for convenient delivery of medical marijuana products from the Manufacturing Facility.

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Buffalo Dispensing Facility

2319 Sheridan Drive

Buffalo, New York 14150

The NYMG Buffalo Dispensing Facility will be located 2319 Sheridan Drive in Tonawanda. The Facility is approximately 3,000 square feet and features a secure check-in area where all patients information will be verified to ensure that only certified patients or their caregivers will be granted access to the Dispensing Facility, a waiting room, Dispensing Floor, two consultation

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rooms for the Pharmacist to consult with patients regarding therapeutic of medical marijuana products. The Facility features a UL Class M vault and with a Potter VAS system and GSA Class 5-vault door for the storage of medical marijuana products. The state-of-the-art security system will monitor the premises twenty-four hours a day as required by DOH regulations. The location also allows for convenient delivery of medical marijuana products from the Manufacturing Facility through secure load-in vestibule.

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2319 SHERIDAN DRIVE
TONAWANDA, NEW YORK
DISPENSARY FLOOR PLAN
NEW YORK MEDICAL GROWERS MAY 29, 2015



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New York City Dispensing Facility

32-56 Steinway Street

Queens, New York 11103

NYMG's New York City Dispensing Facility will be located at 32-56 Steinway Street in Astoria, Queens. The Facility will be 2,200 square feet and consist of a number of offices for our Pharmacist to meet with and counsel patients regarding the therapeutic uses of our medical marijuana products. Access to the Facility will be restricted to those individuals possessing valid certifications. This Facility's central location in Queens will allow convenient access both by the Long Island Expressway (Interstate 495) and other highways to Long Island as well access from all five boroughs of New York City. The Facility also offers convenient access via New York City's various forms of Public Transportation. Only steps away from NYCTA E, M and R subway lines, it is also very close to the N and Q lines as well as the bus lines. This Dispensing Facility will provide service to those most in need of OU Kosher Certification, including those members of the community that courageously survived the Holocaust. The Facility has a number of security features, including a UL Class M vault and with a Potter VAS system and GSA Class 5 vault door.

Rockland County Dispensing Facility

294 Main Street

Nyack, New York 10960

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NYMG's Nyack Dispensing Facility is a freestanding building that is located just off Interstate 87. The Facility is approximately 2,175 square feet. It consists of a large check-in and waiting area, where NYMG staff will be able to ensure that only certified patients or caregivers enter the premises and a Dispensing area with two large consultation rooms where NYMG's Pharmacist can consult with patients to discuss the specifics of cannabinoid therapy. The Facility has a number of security features, including a UL Class M vault and with a Potter VAS system and GSA Class 5 vault door. The location is accessible to patients in Westchester, Rockland, Putnam, Dutchess and Orange Counties within a short drive. The Facility is located approximately ½ mile from Nyack Hospital, which houses the Breast Center, the Clinical Cancer Genetics Program, the Weil Cornell Multiple Sclerosis Center where many of those suffering from qualifying conditions in the Hudson Valley go for treatment. The Facility's close proximity will enable safe access to cannabinoid therapy should practitioners recommend it. This Dispensing Facility will also provide service to those most in need of OU Kosher Certification, including those members of the community that courageously survived the Holocaust.

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NYMG's Community Outreach Program

NYMG is dedicated to upholding the principles of the Compassionate Care Act in striking the right balance between relieving the pain and suffering of those in desperate of need treatment and protecting the public against risks to its health and safety. To that end, active community engagement and support of organizations that share NYMG's visions of providing safe access to medical marijuana products in an effort to create safer and healthier communities is important the overall vision for the company. The programs described below illustrate how NYMG will provide compassionate care to patients and support charitable and community groups.

Sponsored Patient Care Program

NYMG understands that many patients in need will have difficulty affording their medical marijuana products due to their conditions. Many patients are unemployed or underemployed due to their illness and medical cannabis products are not currently covered by insurance or Medicaid. According to the United States Census Bureau, it is estimated that 15.3% of New Yorkers fell below the poverty level for the years 2009-2013. Unfortunately, a disproportionate number of those falling below the poverty level are suffering from illnesses and potentially confined to their homes or hospitals. Though these patients are in the most urgent need of relief that medical marijuana products can provide, they are the least likely to have the means necessary to afford the products. To help alleviate the financial burden on these patients, NYMG will implement a Sponsored Patient Care Program. The program will offer medical marijuana products at a reduced cost to those patients qualifying for the program. In order to qualify, the patient will be asked to provide documentation (W-2s, SSI checks and/pay stubs) that he or she falls below 150% of the Federal Poverty Level Guidelines or is homeless. NYMG will provide medical marijuana products at a reduced fee or cost for any patient falling within these income guidelines. Patients will also receive housing and health care/nutrition information and referrals to other services. Participation in the program must be renewed every six (6) months.

Community Benefits Plan

NYMG is committed to being a philanthropic member of the communities where it will be operating. NYMG will reserve five (5)% of its post-tax net profits for to donate to charitable in the following categories:

1. Those who study or assist patients with:
 - ((i) cancer; (ii) positive status for human immunodeficiency virus or acquired immune deficiency syndrome, provided that the practitioner has obtained from the patient consent for disclosure of this information that meets the requirements set forth in sections twenty-seven hundred eighty and twenty-seven hundred eighty-two of the public health law; (iii) amyotrophic lateral sclerosis; (iv) Parkinson's disease; (v) multiple sclerosis; (vi) damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity; (vii) epilepsy; (viii) inflammatory bowel disease; (ix) neuropathies, (x) Huntington's disease)
2. Organizations not necessarily focused on the qualifying conditions that serve the communities in Cobleskill, Albany, Buffalo, New York City or Nyack.
3. Organizations that support the values and ideals that NYMG strives to uphold including those that support the local communities requiring OU kosher certification and survivors of the Holocaust.
4. Organizations seeking to research the therapeutics benefits of cannabinoid therapy with respect to both the qualifying conditions and conditions that may be added by the DOH.

In addition, NYMG will encourage its staff to volunteer in local charitable efforts.

Dispensing Facility Standard Operating Procedures (“SOP”)

The Dispensing Facilities shall operate at all times in compliance with New York Law and DOH Regulations and in accordance with the Standard Operating Procedures (“SOP”). The SOPs are based upon best practices and compliance with DEA standards regarding controlled substances, and are detailed further in Section 6 of this Operating Plan.

Dispensing Facilities Description/Drawing

Detailed diagrams of the proposed Dispensing Facilities are located in Appendix B.

Section 4 – Devices

In order to facilitate the delivery of non-combustible medical marijuana products utilizing the safest and most effective delivery systems, NYMG will offer the following devices to their patients:

Oral Capsules

Oral capsules pill containers shall be:

- (1) Of a child-safe design or construction proven to be significantly difficult for children under five years of age to open and classified in accordance with ASTM D3475;
- (2) Opaque so that the contents cannot be seen through the packaging and the product is protected from light exposure;
- (3) Tightly sealed to minimize oxygen exposure and ensure that the freshness and potency is maintained; and
- (4) Sealed with a tamper-proof/tamper-evident closure.

Sublingual Spray

Spray bottle for sublingual delivery conforms to the following specifications:

- (1) A metered dose pump suitable for dispensing liquids in a controlled manner;
- (2) Pumps and bottles are produced in clean-room conditions and are suitable for pharmaceutical products.

(3) Capacity of 5ml or 1/6 fluid ounce.

(4) Dispensing approximately 0.056 ml per cv.



Oromucosal Dispenser (CO₂ and Alcohol Extraction)

Oromucosal CO₂ Oil and Oromucosal Alcohol Extract dispenser shall:

(1) Consist of either:

(i) A syringe with a volume of 3/10 cc with "100 units" gradation for precise dispensing; or

(ii) An applicator or oral dosing pipette with customizable drop sizes of 3mg.

(2) Have either a flat end or an elm-end, and shall not accept a luer connection;

(3) Be suitable for pharmaceutical use and all components are compliant with FDA regulations.



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Metered Oil For Vaporization

The Bud Touch Vapor Cartridge meets the following specifications:

- (1) The screw thread is 510 threading.
- (2) Cartridge resistance is 1.8~2.2ohm.
- (3) 0.6ml filled capacity.
- (4) Battery is 280mah, 3.7v, Battery is activated with draw suction and shuts off after 8 second draw. Battery is rechargeable with an included USB charger that can be plugged into a computer or wall mount USB charger.
- (5) Sample vapor cartridge:

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D.H.Cigars.com fashionecigarette

Secondary Packaging Devices

Medical marijuana products will be packaged in secondary packaging containers that are:

- (1) Of a child-safe design or construction proven to be significantly difficult for children less than five years of age to open and classified in accordance with ASTM D3475;
- (2) Opaque so that the contents cannot be seen through the packaging and the product is protected from light exposure;
- (3) Tightly sealed to minimize oxygen exposure and ensure that the freshness and potency is maintained and that the smell does not overpower any room;
- (4) Sealed with a tamper-proof/tamper-evident closure;
- (5) Resealable and reusable for any product intended for more than a single use, or containing multiple servings; and
- (6) Conforming to the requirements of a Poison Prevention Package (16 CFR 1700.20).

Section 5 – Security and Control

Security and Control are of the utmost importance to NYMG. The Company has detailed security protocols to ensure that medical marijuana products are not subject to theft, diversion or loss. To that end, the company has engaged Security Consultant Richard Nikolaus.

Richard P. Nikolaus, Security / EHS, DEA Compliance Manager: Biography

Richard P. Nikolaus has worked as a professional in Security and Safety for over 25 years, including leadership positions in both the public and private sectors.

He is certified as a security guard instructor and maintains a New York State Department of Criminal Justice registered security guard training school. He has been certified by NYSDCJS in Pharmaceutical Diversion Training and he is a graduate of the BMPTC program from Montgomery County Community College. He possesses an operational excellence Six Sigma Blue Belt certification. He was also a former training coordinator for the Schoharie County Sheriff's Department.

Originally beginning his career in the United States military, his first professional position was at Fort Bliss, Texas where he was influenced by training, security and professionalism. His career then took him to Law Enforcement where he spent ten years with Schoharie County Sheriff's Office. During his tenure he was instrumental in developing officer training, protocols, and department procedures and was part of the new correctional facility design start up team. While collaborating with vendors he was responsible for CCTV placement, access control capabilities and design and finally occupancy of the new correctional facility. Richard then transitioned to the private sector providing Security design operation and maintenance of a 2.5 billion dollar annual, 400,000 sq. ft. narcotic manufacturing facility for a biopharmaceutical company. He is responsible for emergency response, federally regulated compliance and security protocols for the FDA, DEA, as well as state regulatory bodies.

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In his role, Richard approaches his work with both a spirit of teaching and as a procedural tactician. He successfully applies his security expertise, experience and technology acumen to lead the company's initiatives and training programs for regulatory compliance, security, safety and transportation of controlled substances. Thus ensuring regulatory compliance and protecting the companies licensing to manufacturer, package, distribute, import and export controlled substances.

A full Security Plan including both Manufacturing and Dispensing Facility Security Management Programs can be found in Attachment H. The detail specifications of the Equipment associated the Security features of all NYMG Facilities can be found in Attachment B of this Operating Plan.

NYMG will be using the BioTrackTHC system for seed-to-sale tracking. The program has a number of features that will enable NYMG to prevent diversion, abuse, and other illegal or unauthorized conduct relating to medical marijuana. The secured program is password protected with Biometric Fingerprint scanning capabilities to ensure that only authorized personnel will be able to access the secured documentation within the system. All information is stored on a local server that is firewall protected from any outside presence.

BioTrackTHC is able to produce transport documentation that includes:

- Employee identification and badge number
- Vehicle vin number
- Time stamped and batch and lot number
- Total quantity being transported

Diversion Prevention: BioTrackTHC software includes a biometric chain of custody module as well as the ability to log every action in real and identify the employee that performed the action.

The software will be integrated with scales at NYMG's Manufacturing Facility to deter theft and human error. Every employee action is time stamped, thus enabling the ability to cross-reference this information with CCTV cameras to determine exactly what happened at any given moment.

Section 6 – Standard Operating Procedure

Manufacturing

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Section 7 – Quality Assurance Plans

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NEW YORK **MEDICAL GROWERS, LLC**

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Section 8 – Returns, Complaints, Adverse Events and Recalls

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NEW YORK **MEDICAL GROWERS, LLC**

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NEW YORK **MEDICAL GROWERS, LLC**

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Section 9 – Product Quality Assurance

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NEW YORK **MEDICAL GROWERS, LLC**

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Section 10 – Recordkeeping
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NEW YORK **MEDICAL GROWERS, LLC**

Attachment D: Operating Plan

ATTACHMENT E

Attachment E: Organizational Documents

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for NEW YORK MEDICAL GROWERS LLC, File Number 150311010135 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 April 15, 2015.

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

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/07

ARTICLES OF ORGANIZATION
OF

New York Medical Growers LLC

Under Section 203 of the Limited Liability Company Law

THE UNDERSIGNED, being a natural person of at least eighteen (18) years of age, and acting as the organizer of the limited liability company hereby being formed under Section 203 of the Limited Liability Company Law of the State of New York certifies that:

FIRST: The name of the limited liability company is:

New York Medical Growers LLC

SECOND: To engage in any lawful act or activity within the purposes for which limited liability companies may be organized pursuant to Limited Liability Company Law provided that the limited liability company is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency, or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the limited liability company is to be located is ORANGE.

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 any process against the limited liability company served upon him or her is:

JOSEPH KLEIN, ESQ.
2926 AVENUE L
BROOKLYN, NY 11210

FIFTH: The limited liability company shall defend, indemnify and hold harmless all members, managers, and former members and managers of the limited liability company against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) incurred in connection with any claims, causes of action, demands, damages, liabilities of the limited liability company, and any pending or threatened action, suit, or proceeding. Such indemnification shall be made to the fullest extent permitted by the laws of the State of New York, provided that such acts or omissions which gives rise to the cause of action or proceedings occurred while the Member or Manager was in performance of his or her duties for the limited liability company and was not as a result of his or her fraud, gross negligence, willful misconduct or a wrongful taking. The indemnification provided herein shall inure to the benefit of successors, assigns, heirs, executors, and the administrators of any such person.

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.

JOSEPH KLEIN, ORGANIZER (signature)

JOSEPH KLEIN , ORGANIZER
2926 AVENUE L
BROOKLYN, NY 11210

Filed by:

JOSEPH KLEIN, ESQ.
2926 AVENUE L
BROOKLYN, NY 11210

**FILED WITH THE NYS DEPARTMENT OF STATE ON: 03/11/2015
FILE NUMBER: 150311010135; DOS ID: 4723667**

**OPERATING AGREEMENT
OF
NEW YORK MEDICAL GROWERS LLC**

This OPERATING AGREEMENT (including all Schedules hereto, this "Agreement") of NEW YORK MEDICAL GROWERS LLC, a New York limited liability company (the "Company"), is entered into and shall be effective as of March 11, 2015 by and among the Company and THOSE PERSONS SET FORTH ON SCHEDULE 1 ATTACHED HERETO (each, a "Member" and collectively, the "Members").

WHEREAS, the Company was formed pursuant to Articles of Organization (as the same may be amended, supplemented or modified from time to time, the "Articles") filed with the Department of State of New York on March 11, 2015; and

WHEREAS, the parties hereto desire to set forth the rights and obligations of the Members in connection with their Membership Interests in the Company.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and other good and valuable consideration, the parties hereto set forth their agreement as follows:

ARTICLE I

CERTAIN DEFINITIONS

1.01 Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings: "Act" means the New York State Limited Liability Company Law, as amended from time to time.

(b) "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in the Member's Capital Account, as of a specified time, after giving effect to the following adjustments: (i) credit to such Capital Account any amounts that such Member is obligated to restore or deemed obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and Treasury Regulations Section 1.704-2(i)(5); and (ii) *debit* to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(c) "Adjusted Capital Contribution" means, with respect to any Member, the aggregate of such Member's Initial Capital Contribution and any Additional Capital Contribution contributed by such Member pursuant to the terms of this Agreement.

(d) "Affiliate" means, with reference to a Person, any other Person that, directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by or is under common control with the first Person. The term "control" shall mean the power to direct

the affairs of such Person by reason of ownership of voting stock or other equity interests, by contract or otherwise.

(e) “Associate” when used to indicate a relationship with any Person, means (i) a corporation, association, partnership (general or limited), joint venture, limited liability company, limited liability partnership or other legal entity of which such Person is an officer, director, member or partner or is, directly or indirectly, the beneficial owner of any class of Equity Securities, (ii) any trust or other estate in which such Person has a beneficial interest or as to which such Person serves as trustee or in a similar capacity, and (iii) any Relative of such Person, or any Relative of such Person’s spouse.

(f) “Book Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

- (i) the initial Book Value of any asset contributed (or deemed contributed) to the Company shall be such asset’s Fair Market Value at the time of such contribution;
- (ii) except as provided in clause (i) above, the Book Values of all Company assets may be adjusted in the discretion of the Managers to equal their respective Fair Market Values, at the times specified in Treasury Regulation Section 1.704-1(b)(2)(iv)(f);
- (iii) any adjustments to the adjusted basis of any asset of the Company pursuant to Section 734 or Section 743 of the Code shall be taken into account in determining such asset’s Book Value in a manner consistent with Treasury Regulation Section 1.704-1(b)(2)(iv)(m);
- (iv) the Book Value of any Company asset distributed or deemed distributed by the Company to any Member shall be adjusted immediately prior to such distribution to equal its Fair Market Value as of the date of distribution; and
- (v) if the Book Value of an asset has been determined pursuant to clause (i), (ii) or (iii) above, such Book Value shall thereafter be adjusted in the same manner as would the asset’s adjusted basis for federal income tax purposes, except that depreciation deductions shall be computed based on the asset’s Book Value as so determined, rather than on its adjusted tax basis.

(g) “Business Day” means any day that is not a Saturday, Sunday or a legal holiday on which banks are authorized or required by law to be closed in New York City.

(h) “Capital Contribution” means, with respect to any Member, the aggregate amount of money and the Fair Market Value of any property (other than money) or services contributed to the capital of the Company with respect to such Member’s Membership Interest, such contributions to be reflected on Schedule 1, as the same may be amended from time to time

in accordance with this Agreement, and shall include the Initial Capital Contribution and all Additional Capital Contributions made by such Member.

(i) “Class A Member” means any Member holding Class A Membership Interests and identified as a “Class A Member” on Schedule 1 hereto, as the same may be amended from time to time in accordance with this Agreement.

(j) “Class A Membership Interest” means a Membership Interest designated as a “Class A Membership Interest” on Schedule 1 hereto, as the same may be amended from time to time in accordance with this Agreement.

(k) “Class B Member” means any Member holding Class B Membership Interests and identified as a “Class B Member” on Schedule 1 hereto, as the same may be amended from time to time in accordance with this Agreement.

(l) “Class B Membership Interest” means a Membership Interest designated as a “Class B Membership Interest” on Schedule 1 hereto, as the same may be amended from time to time in accordance with this Agreement.

(m) “Code” means the Internal Revenue Code of 1986, as amended.

(n) “Development and Initial Costs” means the total of Hard Costs, Soft Costs, and other expenses and initial costs to be expended by the Company necessary in obtaining the PHL License and the construction and build-out of the growing facilities and Dispensaries and related operating costs at locations to be determined by the Company, that would be the subject of the PHL License; it being the intent that Development and Initial Costs shall include all Hard Costs and Soft Costs needed to have the growing facilities and Dispensaries opened for full operations in accordance to the terms and specifications as set forth by the DOH or the PHL Act and in accordance to the application for a PHL License that is being filed by the Company with the DOH and any operating costs for these facilities.

(o) “DOH” means the New York State Department of Health and any agency acting under it or under the State of New York that will issue licenses, registrations and/or regulate medical marijuana growth and dispensing under the PHL Act.

(p) “Electronic Transmission” means any form of communication, not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

(q) “Equity Securities” has the meaning ascribed to such term in Rule 405 promulgated under the Securities Act as in effect on the date hereof, and in any event includes any Membership Interest, any common stock, any limited partnership interest, any limited liability company interest and any other interest or security having the attendant right to vote for directors or similar representatives, including any options or warrants to purchase the foregoing and other securities convertible, exchangeable or exercisable for the foregoing.

(r) “Event of Withdrawal” means, with respect to any Member, the death, incapacity, dissolution, insolvency or bankruptcy of such Member but shall not include any change in the trustees or beneficiaries of any Member that is a trust, or the death or incapacitation of the grantor of such Member trust. For the purposes of this Agreement, the “bankruptcy” of a Member shall be deemed to occur only (i) when such Member shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file any answer admitting (or shall fail to contest) the material allegations of a petition filed against such Member in any such proceeding or shall seek or consent to or acquiesce in the judicial appointment of any trustee, fiscal agent, receiver or liquidator of such Member of all or any substantial part of its properties or shall take any action looking to its dissolution or liquidation; or (ii) if, within 120 days after the commencement of an action against such Member seeking any bankruptcy, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, without the consent or acquiescence of such Member, such action shall not have been dismissed or all orders or proceedings thereunder affecting the operations or the business of such Member stayed, or if the stay of any such order or proceeding thereafter shall be set aside, or if, within 120 days after the judicial appointment, without the consent or acquiescence of such Member, of any trustee, fiscal agent, receiver or liquidator of such entity or of all or any substantial part of its properties, such appointment shall not have been vacated. For purposes of this Agreement, the “insolvency” of a Member shall be deemed to occur only when such Member shall make an assignment for the benefit of creditors or shall admit in writing that its assets are insufficient to pay its liabilities as they come due.

(s) “Fair Market Value” means (A) in the case of any property or service contributed to the Company in exchange for a Membership Interest on the date hereof, the amount set forth on Schedule 1 as the Member’s Initial Capital Contribution with respect to such Membership Interest, (x) in the case of any publicly traded security, the average of the closing sale prices thereof on the principal market on which it is traded for the last five (5) full trading days prior to the determination, (y) in the case of any debt instrument of a Member, the face value thereof unless otherwise determined by the Managers, and/or (B) in the case of any other assets or property, the price, determined by an independent third-party with expertise in the relevant appraisal area, at which a willing seller would sell and a willing buyer would buy such assets or property having full knowledge of the facts, and assuming each party acts on an arm’s-length basis with the expectation of concluding the purchase and sale within a reasonable time.

(t) “GAAP” means United States generally accepted accounting principles applied on a consistent basis.

(u) “Hard Costs” shall mean the actual direct cost of construction, including, without limitation, labor, materials, equipment, basic building services, shell features, interior enclosures, fit-out costs, mechanical services, plumbing, HVAC, and electrical services.

(v) “Indebtedness” means, with respect to any Person, without duplication, all indebtedness of such Person for borrowed money.

(w) “Indirect Owner” means with respect to a Member that is a corporation, an association, a partnership (limited or general), a joint venture, an estate, a trust, a limited liability company, a limited liability partnership or another legal entity, any Person that, directly or indirectly, is the holder of Equity Securities of such Member or a trustee or beneficiary of a holder of Equity Securities of such Member.

(x) “Liquidation Event” means the sale or other disposition of substantially all of the assets of the Company, sale of all or substantially all of the Equity Securities, or any similar event or other event resulting in the dissolution and termination of the Company in accordance with this Agreement.

(y) “Majority in Interest of the Members” means Members whose Percentage Interests aggregate to greater than fifty percent of the Percentage Interests of all Members or the applicable class of Members, as the context indicates.

(z) “Manager” means a Person designated to serve as a Manager of the Company as provided in Article V, and any other Person hereafter admitted to the Company as a Manager in accordance with the provisions of this Agreement, in his or its capacity as, and for so long as he or it is, a Manager of the Company.

(aa) “Managers” shall mean a majority of Managers.

(cc) “Members” means the Class A Members and Class B Members, collectively.

(dd) “Membership Interests” means, with respect to each Member, such Member’s limited liability company interests in the Company, including the rights of such Member to receive distributions and allocations in accordance with, and the other rights and privileges as set forth in, this Agreement. The Membership Interests shall be designated as either Class A Membership Interests or Class B Membership Interests, respectively.

(ee) “Net Cash Flow” means, for any Fiscal Year or other period, (i) any operating receipts of the Company for such year or period, including any receipts from a Subsidiary, less (ii) (x) any amounts required to pay the costs and expenses (including reserves) of the Company incurred for such year or period that are not paid from any Net Proceeds reserves or Capital Contributions, and (z) any increases in the Company’s reserves, as determined by the Managers to be reasonably necessary to satisfy future operating expenses, plus (iii) any released Company reserves, as determined by the Managers.

(ff) “Net Proceeds” means the net proceeds (including any released reserves) of a Liquidation Event, after payment of (i) the liabilities of the Company or the applicable Subsidiary to the extent the Managers shall determine that the liabilities shall be paid or satisfied in connection with such transaction, (ii) if appropriate, the application of such proceeds to their intended use as determined by the Managers (*e.g.*, capital or leasehold improvements or repairs (or reserves therefor)), (iii) the payment of any and all costs and expenses incurred in connection with such transaction, including reasonable attorneys’ fees and disbursements, brokerage fees, transfer or similar taxes, any and all reasonable and customary transaction costs, and, if appropriate, the costs and expenses incurred in connection with the dissolution and liquidation of

the Company or the applicable Subsidiary, and (iv) reserves established from time to time in such amounts and for such purposes as the Managers shall determine to be reasonably necessary to satisfy future operating expenses (including dividends).

(gg) “Net Profits” and “Net Losses” for any period means the taxable income or loss, respectively, of the Company for such period, in each case as determined for U.S. federal income tax purposes, but computed with the following adjustments:

- (i) items of income, gain, loss and deduction (including gain or loss on the disposition of any assets of the Company or any of its Subsidiaries and depreciation or other cost recovery deduction or expense) shall be computed based upon the Book Values of the assets of the Company or any of its Subsidiaries, as the case may be, rather than upon such assets’ adjusted bases for U.S. federal income tax purposes;
- (ii) any tax-exempt income received by the Company shall be deemed for these purposes only to be an item of gross income;
- (iii) any expenditure of the Company described in Section 705(a)(2)(B) of the Code (or treated as described therein pursuant to Treasury Regulations under Section 704(b) of the Code) shall be treated as a deductible expense;
- (iv) there shall be taken into account any separately stated items under Section 702(a) of the Code;
- (v) if the Book Value of any asset of the Company or any of its Subsidiaries is adjusted pursuant to clauses (ii) or (iv) of the definition thereof, the amount of such adjustment shall be taken into account in the taxable year of adjustment as gain or loss from the disposition or deemed disposition of such asset for purposes of computing Net Profits and Net Losses; and
- (vi) items of income, gain, loss, or deduction or credit allocated pursuant to Section 4.04 shall not be taken into account.

(hh) “Percentage Interest” means, at any time for any Member, the Percentage Interest of such Member set forth on Schedule 1, as the same may be amended from time to time in accordance with this Agreement. All adjustments to Percentage Interests calculated pursuant to the terms of this Agreement shall be calculated to the nearest one thousandth of a percent. For the avoidance of doubt, (i) if the context requires that the Percentage Interest be calculated for a particular class of Members, then such calculation shall take into account only the Membership Interests of the relevant class, and the combined Percentage Interests of all Members of such class shall equal 100%, and (ii) if the context requires that the Percentage Interest be calculated for all Members, the Percentage Interest shall be calculated as if, on the date of determination, the combined Percentage Interests of all Members shall equal 100%.

(ii) “Person” means a corporation, an association, a partnership (general or limited), a joint venture, an estate, a trust, a limited liability company, a limited liability partnership, any other legal entity, or an individual.

(jj) “PHL Act” means Article 33, Title 5-A, sections 3360-3369-E of the New York State Public Health Law, as amended from time to time.

(kk) “PHL License” means a license and registration issued by the DOH pursuant to the PHL Act to own and operate medical marijuana grow facilities and dispensaries.

(ll) “Plan” means the business plan of the Company for a Fiscal Year, as adopted by the Managers and approved by a Majority in Interest of the Class A Members in accordance with Section 5.03(b). The Plan shall describe the activities planned to be undertaken by the Company for such Fiscal Year and shall include the anticipated dates for any Additional Capital Contributions.

(mm) “Relative” when used to indicate a relationship with any Person, means (x) the spouse, sibling, parent or lineal descendant of such Person or a lineal descendant of a sibling of such Person and (y) all trustees and beneficiaries of any such Person that is a trust, and all successors of such trust and its trustees and beneficiaries.

(nn) “Securities Act” means the Securities Act of 1933, as amended from time to time.

(oo) “Soft Costs” shall mean all architectural, engineering, design, and other customary professional (legal, accounting, etc.) and consulting fees, costs and expenses involved in developing the grow facilities and Dispensaries that are not Hard Costs.

(pp) “Subsidiary” means each Person of which a majority of the voting power of the voting Equity Securities is owned, directly or indirectly, by the Company.

(qq) “Tax Distribution Amount” shall be an amount equal to (i) the aggregate income of the Company (including items which are separately stated under Code Section 702) reported by the Members for Federal income tax purposes for such fiscal year multiplied by (ii) the sum, expressed as a percentage and reasonably determined by the Company, of (a) the highest marginal Federal individual income tax rate in effect for that fiscal year (taking into account any surtax and any reduced rate on long-term capital gains to the extent that the Company’s income will be so taxed) plus (b) the highest marginal New York (or other State to the extent a Member is a resident of a different State) individual income tax rate in effect for that fiscal year (taking into account any surtax and any reduced rate on long-term capital gains to the extent that the Company’s income will be so taxed).

(rr) “Transfer” shall mean, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, gift or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, give or otherwise dispose of.

(ss) “Transferor” and “Transferee” have correlative meanings.

(tt) "Treasury Regulations" means regulations and temporary regulations promulgated under the Code from time to time.

1.02 Rules of Construction.

(a) All references herein to Articles, Sections, Schedules and Exhibits shall be deemed to be references to Articles and Sections of, and Schedules and Exhibits to, this Agreement unless the context requires otherwise. All Schedules and Exhibits attached hereto shall be deemed incorporated herein as if set forth in its entirety herein and, unless otherwise defined therein, all terms used in any Schedule or Exhibit shall have the meaning ascribed to such term in this Agreement.

(b) Words in the singular include the plural and in the plural include the singular. The words "including", "includes", "included" and "include", when used, are deemed to be followed by the words "without limitation". Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(c) All accounting terms not defined in this Agreement shall have the meanings determined by GAAP. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and all attachments thereto and instruments incorporated therein.

(d) Unless otherwise expressly specified herein, any allocation, distribution or other determination to be made with respect to the Members or a group of Members "on a pro rata basis" or "ratably" shall be made in proportion to the Percentage Interests of such Members or group of Members to which such allocation, distribution or other determination is being made immediately prior to the transaction with respect to which such allocation is being made.

ARTICLE II

THE COMPANY AND ITS MEMBERS

2.01 Formation and Filings. The Members hereby confirm and ratify the formation of the Company pursuant to the filing of the Articles. This Agreement shall constitute the limited liability company agreement among the Members and the Members hereby agree that the Company shall be governed by the terms and conditions of this Agreement and, except as may otherwise be provided for herein, the Act.

2.02 Name. The name of the Company shall be "NEW YORK MEDICAL GROWERS LLC" and all business of the Company shall be conducted in such name or such other name as the Managers shall hereafter from time to time determine; provided that the name shall always contain the words "Limited Liability Company" or the letters "LLC." The Managers shall notify the Members of any change to the name of the Company.

2.03 Term. The term of the Company began on March 11, 2015, the date the Articles were filed, and the Company shall have perpetual existence, unless sooner dissolved in accordance with the Act and this Agreement.

2.04 Business Purpose and Powers. (a) Purpose. The purposes of the Company are to (and to the extent applicable to cause its Subsidiaries to): (i) apply for and obtain a PHL License and to hold, operate and profit from PHL Licensed growing and manufacturing medical marijuana facilities and related alternative treatment centers, currently scheduled to be four (4) dispensary facilities under the applicable law (“Dispensaries”) within the State of New York; (ii) to create subsidiaries and affiliates, wholly owned by the Company to further the purpose of the above, (iii) acquire, hold and profit from any related leases and/or real property; (iv) to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing; and (v) carry on any other lawful acts or activities, as determined by the Managers from time to time, for which limited liability companies may be organized under the Act and which are not prohibited by the terms of this Agreement.

(b) Powers. Subject to the terms, conditions and limitations set forth in this Agreement, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to, or for the furtherance of, the purposes set forth in Section 2.04(a), including the power:

- (i) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company pursuant to the Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, appropriate, proper, advisable, incidental or convenient to the accomplishment of the purposes of the Company;
- (ii) to form and own interests in any corporation, association, partnership (general or limited), joint venture, limited liability company, limited liability partnership or any other legal entity, in each case, to the extent necessary, appropriate, proper, advisable, incidental or convenient to the accomplishment of the purposes of the Company; and
- (iii) to, either directly or indirectly, lend money, borrow, invest and reinvest its funds, and take and hold real, personal and mixed property, either directly or indirectly, as security for the payment of funds loaned or invested, in each case to the extent necessary, appropriate, proper, advisable, incidental or convenient to the accomplishment of the purposes of the Company.

2.05 Principal Place of Business. The principal place of business of the Company shall be established and maintained as determined by the Managers. The Managers shall notify the Members of any such change in the principal place of business of the Company.

2.06 Registered Office and Registered Agent. The Company shall at all times maintain a registered agent and office in the State of New York. The initial registered office of the Company in the State of New York is 2926 Avenue L, Brooklyn, NY 11210. The Company's registered agent for service of process in the State of New York is the Company. The Managers may change the Company's registered office and/or registered agent from time to time as permitted under the Act.

2.07 Partnership Status. The Members intend that the Company shall be treated as a partnership for United States federal, state and local tax purposes to the extent such treatment is available, and agree to file all tax returns and take all tax positions in a manner consistent with such treatment. The Members agree to take such actions as may be necessary to receive and maintain such treatment and refrain from taking any actions inconsistent with such treatment.

2.08 Ownership of Property. Legal title to all assets, rights and property, whether real, personal or mixed, conveyed to, or held by the Company or its Subsidiaries shall reside in the Company or its Subsidiaries and shall be conveyed only in the name of the Company or its Subsidiaries, and no Member or any other Person, individually, shall be deemed to have any direct ownership of such assets, rights or property.

2.09 Members.

(a) Members. The name, address, Class of Membership Interests and Percentage Interest of each Member is set forth on Schedule 1, as the same may be amended from time to time in accordance with this Agreement.

(b) Admission of New Members. New Members may be admitted by the Managers, or in accordance with the transfer provisions contained in Article VI.

(c) Power of Members. The Members shall have the power to exercise any and all rights or powers granted to such Members pursuant to the express terms of this Agreement. Except as otherwise expressly provided by this Agreement or required by the Act, no Member shall have the power to act for or on behalf of, or to bind, the Company.

(d) Voting Rights. Unless otherwise set forth in this Agreement, each Member shall be entitled to cast a number of votes equal to its Percentage Interest.

(e) Restrictive Covenants.

(i) Confidentiality. Each Member acknowledges that he or it has acquired and will acquire confidential information relating to the business of the Company, its subsidiaries and affiliates, including but not limited to business plans, sales and marketing plans, financial information, acquisition prospects, and customer and prospect lists (as such terms may relate to the business or the systems and other trade secrets or know-how of the Company, its subsidiaries and affiliates) as they may exist from time to time (collectively, "Confidential Information"), which are valuable, special, and unique assets of the Company's business. Accordingly, each Member and its Affiliates and Associates agree that such persons shall not use (for his or its own benefit or otherwise) or disclose at any time any such Confidential Information other than in connection with and as reasonably required to advance the interests of

the Company and its subsidiaries, unless required to do so pursuant to law, subpoena, court order, or other legal process or to their attorneys, accountants and agents and/or to certain persons related or affiliated to the them. These restrictions shall not apply to, and "Confidential Information" shall not be deemed to include, information that is then in the public domain (other than as a result of action by a Member) or obtained independently or prior to the execution of this Agreement.

(ii) Non-Compete. Each Member hereby covenants that while it is a Member, and for a period of three (3) years following the Transfer of all of its Membership Interests for any reason, it shall not, directly or indirectly own, whether individually or through an Affiliate or Associate, have a financial interest in (including but not limited to equity, notes, debt, or other form of economic interest), manage, operate, control, or participate in the ownership, management, operation or control of, or be employed by or be engaged as a consultant to, or render services or advice to, any business, entity or organization which provides products and services related to the production and sale of marijuana in New York State, or which otherwise directly or indirectly competes or intends to compete with the Company's or its Subsidiaries or Affiliates anywhere in New York.

(iii) Modification. If any provision of this section 2.09(e) is deemed invalid or unenforceable to any extent in any jurisdiction, such provision shall be deemed modified and limited to the extent necessary to make it valid and enforceable in such jurisdiction.

(f) Responsibility for Commitments. Other than as expressly provided for in this Agreement, neither the other Members nor the Company shall be responsible or liable for any indebtedness or obligation of a particular Member incurred either before or after the execution of this Agreement.

(g) Relationship of Parties. The relationships of the parties hereto shall be that of members of a limited liability company, for the sole and limited purpose of carrying on the business of the Company. Except insofar as otherwise provided for in this Agreement, nothing herein shall be deemed to create an agency, partnership, limited liability company or other agreement, understanding or arrangement among the Members for the carrying on of business outside the scope of this Agreement, nor shall any Member have the ability to act as agent for any other Member.

ARTICLE III

CAPITAL STRUCTURE; CAPITAL CONTRIBUTIONS

3.01 Initial Members; Valuation Assumption.. The initial Members of the Company and their respective Membership Class and Percentage Interest, being issued on the date hereof in exchange for the Initial Capital Contributions, are as set forth on Schedule 1. As provided herein, the Class B Member(s) shall have a Percentage Interest of fifty percent (50%) through such point in time as the total Capital Contributions by the Class A Members (including any New Investors) equal Thirteen Million Dollars (\$13,000,000) in the aggregate, which can then get diluted pursuant to Section 3.05. Such Percentage Interest of the Class B Member(s) assumes a Twenty-six Million Dollar (\$26,000,000) valuation of the Company.

3.02 Certificates. Unless the Managers determine otherwise, the Membership Interests shall not be certificated.

3.03 Maintenance and Changes to Schedule 1.

(a) Each Member's Capital Contribution, Membership Class and Percentage Interest shall be set forth on Schedule 1. The Company shall, in accordance with Section 3.03(b), maintain Schedule 1 as part of the books and records of the Company. Except as may otherwise be required by law or by this Agreement, the Company shall be entitled to treat each Member as the record holder of the class of Membership Interests and Percentage Interest shown on Schedule 1 for all purposes, including the payment of any distributions and the right to vote with respect thereto, regardless of any Transfer of such the Membership Interests, until such the Membership Interests have been Transferred on the books of the Company in accordance with the requirements of this Agreement.

(b) The Managers, or such Person as the Managers may from time to time designate, shall (i) amend Schedule 1 from time to time to reflect: (A) the admission or withdrawal of any Member in accordance with the terms of this Agreement; (B) the Transfer of Membership Interests in accordance with Article VI; (C) any additional Capital Contributions made by a Member; (D) any changes to a Member's Percentage Interest pursuant to Section 3.01 or 3.05; or (E) such other changes as may be expressly permitted by this Agreement, and (ii) make corresponding adjustments to reflect the priority of such new Membership Interests. Upon any change in Percentage Interest described herein, Schedule 1 shall be amended to reflect such change in Percentage Interests and the Company shall notify the Members of such change.

3.04 Initial Capital Contributions. Each Member has contributed, transferred, assigned and conveyed to the Company an aggregate amount in cash or in kind as specifically set forth opposite such Member's name on Schedule 1 (such contribution initially made by each Member being hereinafter referred to as such Member's "Initial Capital Contribution"), in exchange for the Membership Interest set forth opposite such Member's name on Schedule 1. Such initial Percentage Interests shall be subject to adjustment as expressly provided in this Article III. Each Membership Interest shall entitle such Member to an interest in the income, loss and distributions of the Company in accordance with the terms of this Agreement. If a PHL License is not awarded to the Company, the initial Class A Member shall be entitled to receive the full \$200,000 refundable fee from the DOH and any remaining balance after paying all outstanding expenses shall be distributed equally to the initial Class A Member and Class B Member. In the event the funds remaining after the return of the \$200,000 refundable fee to the Class A Member are insufficient to pay all outstanding expenses of the Company, the Class B Member shall be solely responsible for and shall pay the amount of such deficiency on behalf of the Company and shall indemnify and hold harmless the Class A Member from and against same.

3.05 Class A Member Additional Capital Contributions. Subject to the terms and conditions stated herein, and provided that the Company has been award a PHL License, the Class A Member (or if there is more than one Class A Member, all Class A Members on a pro-rata basis) shall make additional Capital Contributions to the Company, upon written notice from time to time by the Managers in accordance with the Plan, to fund the Development and Initial Costs (the "Additional Capital Contributions"). The Managers shall deliver to the Class A

Member a written notice (the "Funding Notice") setting forth the amount of the Additional Capital Contribution and the purposes and uses of the Additional Capital Contribution. The closing of each Additional Capital Contribution shall occur not later than ten (10) Business Days following delivery of the Funding Notice. If the Class A Member does not make the entire amount of the Additional Capital Contribution set forth in the Funding Notice, then the Company shall have the right, at its sole and absolute discretion, to seek and obtain from a new investor ("New Investor") the amount of the Additional Capital Contribution not made by the Class A Member and, in such event, the Percentage Interests of the Class A Member shall be proportionately reduced (automatically and without any further action on the part of the Company or any Member or Manager) on a dollar-for-dollar basis by the amount funded by the New Investor. (If there is more than one Class A Member, any Class A Member making its entire pro-rata amount of the Additional Capital Contribution shall fund the amount of the Additional Capital Contribution not made by any other Class A Member, and the Percentage Interests of the Class A Members shall be proportionately adjusted (automatically and without any further action on the part of the Company or any Member or Manager) on a dollar-for-dollar basis.) For example, if the Class A Member has through such point in time made Capital Contributions in the aggregate amount of \$10,000,000 and the New Investor makes a Capital Contribution in the amount of \$2,500,000, the Class A Member's Percentage Interest will be automatically reduced to 40% (i.e. $(\$10,000,000/\$12,500,000) \times (.50)$) and the New Investor will receive a Percentage Interest of 10%. As a further example, if the Class A Member has through such point in time made Capital Contributions in the aggregate amount of \$2,500,000 and the New Investor makes a Capital Contribution in the amount of \$2,500,000, the Class A Member's Percentage Interest will be automatically reduced to 25% (i.e. $(\$2,500,000/\$5,000,000) \times (.50)$) and the New Investor will receive a Percentage Interest of 25%. The process set forth above in this Section 3.05 shall be followed by the Company for each Funding Request such that for so long as a Class A Member owns any Class A Membership Interests it shall have an opportunity to participate for its respective pro-rata amount of any Funding Request.

Notwithstanding the foregoing, at such point in time as the total Capital Contributions by the Class A Members (including any New Investors) equal Thirteen Million Dollars (\$13,000,000) in the aggregate, each dollar of Capital Contribution by Class A Members thereafter (if the Class B Members do not make equal Capital Contributions) shall proportionally dilute the Percentage Interest of the Class B Members on a dollar-for-dollar basis unless the Class B Members participate for their full pro-rata amount of the Capital Contribution. For example, if there is one Class A Member and such member has through such point in time made Capital Contributions in the aggregate amount of \$14,000,000 (and the Class B Member has made no Capital Contributions in cash), the Class A Member's Percentage Interest will be automatically increased to 51.85% (i.e. $(\$14,000,000/\$27,000,000)$) and the Class B Member's Percentage Interest will be automatically reduced to 48.14% (i.e. $\$13,000,000/\$27,000,000$). As a further example, if there is one Class A Member and one Class B Member and the Class A Member and Class B Member each make a Capital Contribution in cash in the amount of \$1,000,000, then the Percentage Interests of the Class A Member and Class B Member shall remain at 50% each (i.e. $(\$14,000,000/\$28,000,000)$). As a still further example, if there are two Class A Members (i.e. the initial Class A Member and a New Investor) who have through such point in time made Capital Contributions in the aggregate amount of \$8,000,000 each and the Class B Member has not made a Capital Contribution in cash, the Percentage Interest of each Class A Member will be automatically increased to 27.59% each (i.e. $(\$8,000,000/\$29,000,000)$) and the Class B

Member's Percentage Interest will be automatically reduced to 44.83% (i.e. \$13,000,000/\$29,000,000). For the sake of clarity, the aggregate Percentage Interest of all Class A Members, including any New Investors, shall be not more than, nor less than, 50% through such point in time as the Capital Contributions by the Class A Members total Thirteen Million Dollars (\$13,000,000) in the aggregate (i.e. the aggregate Percentage Interest of all Class A Members, including any New Investors, shall remain at 50% through such point in time).

3.06 No Other Required Capital Contributions. Except as provided in Section 3.05, no Member shall be required to make additional Capital Contributions to the Company; provided, however, Members shall have the right to make any Capital Contributions to the Company as the Managers may agree in writing in accordance with this Agreement.

3.07 Contributions in Kind

. All Capital Contributions made after the date hereof may be made in cash and in kind. No Member shall have the right to withdraw any part of its Capital Contributions, or receive any distribution of its Membership Interests or any interest thereon, except as specifically provided in this Agreement.

ARTICLE IV

CAPITAL ACCOUNTS; ALLOCATIONS; DISTRIBUTIONS

4.01 Capital Accounts.

(a) A capital account ("Capital Account") shall be maintained for each Member in accordance with this Section 4.01 as set forth in Schedule 1. The initial Capital Account balances of the Members shall equal their Initial Capital Contributions. Notwithstanding anything to the contrary contained in this Agreement, the Company shall maintain the Capital Accounts of the Members in accordance with the principles and requirements set forth in Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b)(2)(iv) and Section 1.704-2.

(b) The Capital Account of each Member shall be increased by (i) the amount of any cash contributed by such Member to the capital of the Company, (ii) the Book Value of any property contributed by such Member to the capital of the Company (net of liabilities that the Company is considered to assume, or take property subject to, under Section 752 of the Code), (iii) such Member's share of Net Profits (as determined in accordance with Section 4.02) and (iv) any gross income and gain allocated to such Member pursuant to the Regulatory Allocations set forth in Section 4.03.

(c) The Capital Account of each Member shall be decreased by (i) the amount of all cash distributions to such Member, (ii) the Book Value of any property distributed to such Member by the Company (net of liabilities that the Member is considered to assume, or take property subject to, under Section 752 of the Code), (iii) such Member's share of Net Losses (as determined in accordance with Section 4.02), and (iv) any gross deductions and loss allocated to such Member pursuant to the Regulatory Allocations set forth in Section 4.03.

(d) No Member shall be required to restore any negative balance in its Capital Account except as otherwise provided herein. In the event that all or a portion of a Membership Interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Membership Interest.

(e) The Capital Account of each Member shall be adjusted to reflect any adjustment to the Book Value of the Company's assets attributable to the application of Sections 734 or 743 of the Code to the extent required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

(f) Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Member, the Capital Account balance of such Member shall be determined after giving effect to all allocations pursuant to this Article IV and all contributions and distributions made prior to the time as of which such determination is to be made.

4.02 Allocation of Net Profits and Net Losses. The Net Profits and Net Losses of the Company shall be determined each Fiscal Year in accordance with the accounting methods followed for federal income tax purposes.

4.03 Tax Allocations.

(a) For federal income tax purposes (and state and local income tax purposes, if applicable), except as otherwise provided in Section 4.04(b), each item of income, gain, loss and deduction shall be allocated among the Members accordance with the amount of cash distributed for such year to each Member; losses and deductions shall be allocated to the Class A Members until their Initial and Additional Capital Contributions have been returned to them, then after this has occurred then in accordance with the Member's Percentage Interests.

(b) In accordance with Section 704(c) of the Code and the applicable Treasury Regulations thereunder, income, gain, loss, deduction and tax depreciation with respect to any property which has a Book Value different than its adjusted tax basis, will, solely for federal (and, if applicable, state and local) income tax purposes, be allocated among the Members in accordance with Section 704(c) of the Code and the Treasury Regulations thereunder to take into account such difference, using any method selected in the reasonable determination of the Managers.

(c) If a Member Transfers a Membership Interest during the Fiscal Year (or acquires from or redeems a Membership Interest with the Company), the Net Profits or Net Losses (and other items referred to in Section 4.03) attributable to such Membership Interest for such Fiscal Year shall be allocated between the transferring Member and the transferee (or the other Members in the Company) by closing the books of the Company as of the date of the transfer, or by any other method permitted under Section 706 of the Code and the Treasury Regulations thereunder and selected by the Managers.

(d) The provisions of this Article IV (and other related provisions in this Agreement) pertaining to the allocation of items of Company income, gain, loss, deductions, and

credits shall be interpreted consistently with the Treasury Regulations, and to the extent unintentionally inconsistent with such Treasury Regulations, shall be deemed to be modified to the extent necessary to make such provisions consistent with the Treasury Regulations.

4.05 Distributions. Subject to Section 4.06 below, Distributions of Net Cash Flow and Net Proceeds from a Liquidation Event shall be made in accordance with this Section 4.05:

(a) First, to the Class A Members, on a pro-rata basis, until each Class A Member has received Distributions equal to such Class A Member's Adjusted Capital Contributions;

(b) Second, to the Class B Members on a pro-rata basis, until each Class B Member has received Distributions equal to such Class B Member's Adjusted Capital Contributions; and

(c) Third, the balance, if any, to all of Class A Members and Class B Members on a pari passu, pro rata basis in proportion to their respective Percentage Interests.

4.06 Tax Distribution Amount. Notwithstanding the foregoing, the Managers shall be required to distribute not less than the Tax Distribution Amount during each fiscal year. The Managers shall endeavor to make such minimum distributions of the Tax Distribution Amount at such times during the fiscal year, and not later than seventy-five (75) days following the end of the fiscal year, as shall enable the Members to use such distributions to satisfy their estimated and final income tax liabilities for that year. For purposes of clarification, distributions of the Tax Distribution Amount shall occur prior to any distributions of Net Cash Flow and Net Proceeds from a Liquidation Event.

4.07 Limitations on Distributions. The Company shall not make a distribution to a Member to the extent that, at the time of the distribution, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their Membership Interests and liabilities for which recourse of creditors is limited to specified property of the Company, exceed the fair market value of the assets of the Company, except that the fair market value of property that is subject to a liability for which the recourse of creditors is limited shall be included in the assets of the Company only to the extent that the fair value of such property exceeds such liability. A Member who receives a distribution in violation of this Section 4.07, regardless of whether such Member has knowledge that such distribution is wrongful, and who is subsequently so notified by the Company shall be liable to the Company for a period of three years from the receipt of such wrongful distribution for amount of the wrongful distribution or until such earlier time as such amount is collected in full by the Company.

4.08 Withholding Taxes.

(a) If requested by the Company, each Member shall deliver to the Company (i) an affidavit in form satisfactory to the Company that the applicable Member is not subject to withholding under the provisions of any federal, state, local, foreign or other law, (ii) any certificate that the Company may reasonably request with respect to any such laws, (iii) any other form reasonably requested by the Company relating to any Member's status under any such

law, and/or (iv) if requested by a relevant taxing authority in connection with an audit, inquiry or other proceeding conducted by such taxing authority, such information as the Company may reasonably request with respect to any such law.

(b) To the extent that the Company is required by any applicable law to withhold or to make tax payments on behalf of or with respect to distributions to, allocations to, or otherwise for any Member in such Person's capacity as a Member of the Company (each a "Tax Liability"), the Company may make such tax payments (each a "Tax Advance") as so required; provided, that at least ten (10) Business Days, if commercially possible or otherwise as soon as reasonably practicable, prior to making a Tax Advance on behalf of or with respect to a Member, the Company shall first notify such affected Member. Such Tax Advances shall be deducted from concurrent distributions, if any, from the Company to such Member pursuant to Section 4.05 or Section 9.02. For the avoidance of doubt, to the extent that such Tax Advances are not recovered from concurrent distributions made pursuant to Section 4.05, such distributions shall continue to be recoverable from future distributions from the Company pursuant to Section 4.05 or Section 9.02. Notwithstanding anything to the contrary contained herein or in any other agreement between or among Members, each Member hereby agrees to indemnify, defend, and hold harmless the Company and its Affiliates from and against any Tax Liability of or with respect to such Member, at any time. In the event of any claimed over-withholding, such Member shall be limited to an action against the applicable government agencies for refund and hereby waives any claim or right of action against the Company on account of such withholding. In the event that the Company is liquidated and a liability is asserted against the Tax Matters Member or any member or officer of the Tax Matters Member for Tax Advances, the Tax Matters Member shall have the right to be reimbursed from the Member on whose behalf such Tax Advance was made. The provisions of this Section 4.08 shall survive this Agreement and the termination of the Company.

ARTICLE IV

MANAGEMENT AND GOVERNANCE OF THE COMPANY

5.01 Management and Control of the Company.

(a) General. The business and affairs of the Company and each Subsidiary shall, as provided for herein, be managed, operated and controlled by or under the direction of the Managers except for those matters expressly requiring the approval of the Members and except as may otherwise be expressly provided for in this Agreement. Subject to any rights of the Members provided for in this Agreement and to the matters reserved to the Class A Members pursuant to Section 5.03(b) and subject to the rights provided to the officers of the Company for the control of the day-to-day operations of the Company pursuant to Section 5.02, the Managers shall have the full, sole and absolute right, power and authority to manage the Company and its Subsidiaries, and, in connection therewith, the Managers shall (i) make all decisions affecting the operation and management of the Company; and (ii) execute, on behalf of the Company, all documents to be executed by or on behalf of the Company.

(b) Number. There shall be a total of four (4) Managers. The Class A Members, voting separately, shall be entitled to appoint two (2) Managers (the "Class A Managers") and

the Class B Members, voting separately, shall be entitled to appoint two (2) Managers (the “Class B Managers”). The initial Managers of the Company shall be Joseph Klein and Rochelle Braun as the Class B Managers, and Solomon Rubin and Joel Landau as the Class A Managers.

(c) Meetings and Action. The Managers shall meet as frequently as is reasonably necessary, but no less frequently than monthly, to review the business and operations of the Company and make any modifications to the Plan. If the Managers are unable to arrive at a mutually agreeable Plan, it shall be deemed a dispute and resolved as set forth in Section 10.08. A Manager may vote by proxy. The Managers may meet and take action in person, by telephone conference, by written action in lieu of a meeting, or in such other manner as is determined by the Managers. A quorum shall consist of a majority of Managers. All decisions made or taken by the Managers shall be made by not less than a majority of the Managers.

(d) Withdrawal and Termination of a Manager.

(i) Withdrawal of Manager. A Manager may, in his determination, voluntarily withdraw as Manager at any time before the dissolution of the Company and the completion of the winding up of the affairs and the liquidation (and/or distribution) of the property and assets of the Company pursuant to the provisions of Article IX hereof upon ten (10) days written notice to the other Managers. Upon the withdrawal of a Manager, a new Manager shall be appointed by said withdrawing Member or if none is selected, the same class or subclass of Members entitled to appoint the Manager who has resigned or has been terminated shall replace such Manager.

(ii) Termination of Manager. Except as otherwise provided herein, a Manager may be removed at any time, with or without cause, by vote of the Members who are entitled to appoint such Manager. Upon the removal/termination of a Manager, the replacement Manager shall be appointed by the same class of Members entitled to appoint/remove the Manager.

(e) Reimbursement of Expenses. Managers shall be reimbursed all reasonable expenses incurred on behalf of the Company, and in furtherance of his duties as Managers of the Company.

(f) Compliance with Laws. The Company will be performing certain services and/or will or has entered into certain contract with various entities and/or government agencies in a highly regulated industry. The Managers and Members agree to comply with the PHL Act and the Program Rules as defined therein and will take all such actions to prevent the PHL License issued to the Company from being jeopardized or revoked.

5.02 Officers of the Company.

(a) The Managers may appoint officers of the Company or any of its Subsidiaries which shall include a Chief Executive Officer and may include a chief operating officer, a chief financial officer, a president, one or more vice presidents, a secretary or one or more secretaries. If appointed, the day-to-day operations of the Company and its Subsidiaries shall be the responsibility of the officers of the Company or its Subsidiaries, as the case may be, subject in all instances to the overriding authority of the Managers. In addition to control over

day-to-day operations, officers of the Company or its Subsidiaries shall have such authority and power to perform such duties as may be provided in this Agreement or, to the extent not so provided, as may be delegated to such officers by the Managers. The officers of the Company shall hold their offices for such terms and shall exercise such positions and perform such duties as shall be determined by the Managers, subject to the provisions of this Agreement. Any individual may hold more than one office.

(b) The officers, to the extent of their powers set forth in this Agreement or as delegated to them by the Managers, subject to the provisions of this Agreement, are agents of the Company for the purpose of the business, and the actions of the officers taken in accordance with such powers shall bind the Company.

5.03 Certain Actions Requiring Approval of the Members.

(a) With respect to those matters requiring a vote of the Members under the Act, each Member shall have a number of votes equal to the Percentage Interest held by such Member.

(b) Actions Requiring Approval of the Class A Members. Notwithstanding any other provision of this Agreement to the contrary, until such time as each Class A Member has received Distributions equal to such Class A Member's Adjusted Capital Contributions, the Company shall not take or agree to take any of the following actions without the prior written approval of a Majority in Interest of the Class A Members:

(i) Approve or alter the Plan or take any action (including any expenditure of funds of the Company) that results in a material variance from a Plan previously approved by the Managers;

(ii) Any merger, consolidation, or other business combination, including any acquisition by the Company of another entity or business;

(iii) Any sale, lease, or exchange of all or substantially all of the properties and assets of the Company or any of its subsidiaries in a single transaction or series of related transactions;

(iv) Any voluntary dissolution of the Company;

(v) Any conversion of the Company to corporate form or election by the Company to be treated as an association taxable as a corporation;

(vi) Any amendment or waiver of any provision of this Agreement or the Articles;

(vii) Any filing for relief by the Company or any subsidiary under the federal Bankruptcy Code, any petition for the appointment of a receiver of all or any substantial portion of the assets of the Company or any of its subsidiaries, any assignment for the benefit of creditors, or any similar action relating to relief from creditors;

- (viii) Any issuance or the offer for the issuance of any Equity Securities;
- (ix) Any guaranty of any obligation of any third party;
- (x) Any incurrence of Indebtedness greater than \$150,000;
- (xi) Any expenditure greater than \$150,000;
- (xii) Hire or terminate the President, Chief Executive Officer, Chief Operating Officer or Chief Financial Officer of the Company or materially change the compensation of any of such persons; and
- (xiii) Any transaction with a Member, Manager or officer of the Company or any of their Affiliates or Associates.

(c) Meetings of the Members shall be held at such times as the Managers shall from time to time determine or as otherwise provided by law. Such Members may vote, approve a matter or take any action by vote of such Members at a meeting, in person or by proxy, or without a meeting by written consent of such Members. For any action taken without a meeting and by written consent to be valid, Members representing not less than the required Majority in Interest of the Members necessary to approve such action must approve such action pursuant to the terms of this Agreement and consent to such action in writing, and the writing or writings must be filed with the minutes of the proceedings of the Members.

5.04 Advisory Board. Subject to Section 5.03(b), the Members may appoint up to five natural persons to be members of on an Advisory Board. Members, Officers, and/or employees of the Company or any of its Subsidiaries may be members of the Advisory Board. The Advisory Board should meet at least four times a year and such meetings may be via telephone or by other electronic means. The Advisory Board has no authority to run or operate the Company or interfere with the day-to-day operations of the Company but should advise the Members and/Managers of their findings and comments. The members of the Advisory Board shall hold their offices for three-year periods, at which time they may be renewed, but any member of the Advisory Board may be removed (1) by vote of the Managers, (2) if otherwise employed by the Company, upon termination of such employment, and/or (3) that having said person on the Advisory Board may jeopardize or cause the PHL License of the Company or its subsidiaries or affiliates to be revoked or limited. Any individual may hold more than one office and may also be a member of the Advisory Board.

ARTICLE VI TRANSFER OF MEMBERSHIP INTERESTS

6.01 Limitation on Transfer. No Member may, directly or indirectly, by operation of law or otherwise, Transfer all or any part of its Membership Interests, including without limitation, any profits interest, rights to receive distributions, or other similar or dissimilar right or interest, without complying with the procedures set forth in this Article VI. Any purported Transfer not otherwise specifically permitted by this Article VI shall be null and void *ab initio*

and the Company shall not register or effect such Transfer and the Member making such purported Transfer shall indemnify and hold the Company and the other Members harmless from and against any federal, state or local income taxes, or transfer taxes, including transfer gain taxes, arising as a result of, or caused directly or indirectly by, such purported Transfer. For the sake of clarity, any Transfer of Membership Interests by a holder made in compliance with this Article VI shall be considered a Transfer by the transferor of the Percentage Interest to which such Membership Interests being Transferred relate.

6.02 Permitted Transfers. The requirements of this Article VI shall not apply to the following Transfers (each of which shall be deemed to constitute a "Permitted Transfer", each Transferee of a Permitted Transfer being referred to herein as a "Permitted Transferee" and each Transferor of a Permitted Transfer being referred to herein as a "Permitted Transferor"):

(a) any Transfer, directly or indirectly, by any Member or Indirect Owner which is an individual of all or any portion of his or her Membership Interests: (i) to a trust to or for the benefit of a Relative of such individual holder or any personal representative, estate or executor under any will of such individual holder or pursuant to the laws of intestate succession, so long as the final recipient from any personal representative, estate or executor under any will or pursuant to the laws of intestate succession or pursuant to any other Transfer pursuant to this clause is a Relative of such original individual holder or a Person all of the beneficial interests of which are held by Relatives of such original individual holder, or (ii) to a Person which is wholly owned and controlled by such individual, or (iii) to a Relative;

(b) any Transfer, directly or indirectly, by (i) a Member that is a non-natural Person of all or any portion of its Membership Interests to (A) the direct or indirect holder of any ownership interest in such Member as of the date hereof (B) a trust to or for the benefit of such holder of any ownership interest in such Member or (C) to a trust to or for the benefit of a Relative of any such direct or indirect holder or a Person all of the beneficial interests of which are held by such Relatives, or (ii) by any Indirect Owner of a Member of any or all of its membership interests in such Member or any part thereof to a Relative or another Indirect Owner of such Member, or to a trust or other entity formed solely for the benefit of any of them; and

(c) any Transfer, directly or indirectly, among the members of Boulder ATC Partners, LLC for no consideration.

The parties hereto acknowledge that this Section 6.02 shall not be construed to permit indirect Transfers that would not be permitted directly hereunder.

The parties further agree not make any transfer that will jeopardize the PHL License held by the Company or its subsidiaries or affiliates.

6.03 Conditions to Transfers. In addition to all other terms and conditions contained in this Agreement, no Transfers to which the provisions of Sections 6.01 and 6.02 would apply shall be completed or effective for any purpose unless prior thereto:

(a) The Transferor shall have provided to the Company (i) at least twenty (20) Business Days' prior notice of such Transfer, (ii) a certificate of the Transferor, delivered with such notice, containing a statement that such Transfer is permitted under this Article VI, together

with such information as is reasonably necessary for the Company to confirm such statement, and (iii) such other information and documents as may be reasonably requested by the Company in order for it to make such determination;

(b) The Transferee shall agree in writing to be bound by the terms of this Agreement and that the Membership Interests acquired by it shall be subject to the terms of this Agreement and the Transferee shall furnish copies of all instruments effecting the Transfer and such other certificates, instruments and documents as the Company may reasonably request;

(c) All necessary and required consents to the Transfer shall have been obtained, including of the DOH or any state, federal or local regulatory or governmental authority;

(d) If requested by the Managers in their sole judgment, the Company shall have received the opinion of counsel to the Company, at the Transferor's expense, reasonably satisfactory in form and substance to the Managers, to the effect that: (i) such Transfer would not cause the Company to cease to be classified as a partnership for federal income tax purposes, (ii) such Transfer would not violate the Securities Act or any state securities or "blue sky" laws applicable to the Company or the Equity Securities to be Transferred, (iii) such Transfer shall not impose liability or reporting obligations on the Company or any Member thereof in any jurisdiction, whether domestic or foreign, or result in the Company or any Member thereof becoming subject to the jurisdiction of any court or governmental entity anywhere, other than the states, courts and governmental entities in which the Company is then subject to such liability, reporting obligation or jurisdiction, (iv) such Transfer would not result in a termination of the Company pursuant to Section 708(b)(1)(B) of the Code (v) that the transfer will not jeopardize or cause the PHL License of the Company or its subsidiaries or affiliates to be revoked or limited and (v) such other matters as the Managers may reasonably request; and

(e) The Transferee has paid all reasonable expenses incurred by the Company (including any reasonable legal and accounting fees and expenses) and invoiced to the Company.

6.04 Right of First Refusal. Subject to the provisions of Sections 6.01, 6.02 and 6.03, in the event that any Member of the Company (in this Section 6.04, a "Selling Member"), proposes to Transfer any of its Membership Interests (the "Offered Membership Interests") other than to its Permitted Transferees, such Selling Member shall first offer such Offered Membership Interests to each of the other Members of the Company (in this Section 6.04, the "Other Members") by delivering to each a written notice of such proposal (the "Offer"). The Offer shall state the identity of the Selling Member, the identity of the proposed transferee(s) and the proposed terms of sale of the Offered Membership Interests. Each of the Other Members may accept the Offer, on a pro rata basis among the Other Members, in respect of all of the Offered Membership Interests, by giving such Selling Member and the Company notice to that effect within thirty (30) days after receiving the Offer (the "Acceptance Period"). In the event that the Other Members accept the Offer, then they shall acquire all the Offered Membership Interests, on the terms set forth in the Offer, and on a pro-rata basis among themselves (determined for each of them as the result of the multiplication of the Offered Membership Interests by a fraction, the numerator of which is the Percentage Interest of such holder, and the denominator of which is the aggregate Percentage Interests of all Other Members). In the event the Other

Members do not accept the Offer in full, then, within three (3) days from the termination of the Acceptance Period, the Selling Members shall give the Other Members who exercise their right of first refusal set forth herein (the "Accepting Members") and the Company, a written notice of the portion of Offered Membership Interests which remains unexercised by the Other Members (the "Remaining Membership Interests"). Each of the Accepting Members shall have seven (7) days from delivery of such notice to agree to purchase the Remaining Membership Interests on a pro rata basis among the Accepting Members. The calculation of the pro rata basis with respect to the Remaining Membership Interests shall be according to the calculation set herein above *mutatis mutandis*. In the event that the Other Members do not accept the Offer in full then the Selling Member shall, at the expiration of the aforementioned seven (7) day period, be entitled to transfer all of the Offered Membership Interests to the proposed transferee(s) identified in the Offer; provided, however, that in no event shall the Selling Member transfer any of the Offered Membership Interests to any transferee other than the Accepting Members or such proposed transferee(s), or transfer the same on terms more favorable to the buyer(s) than those stated in the Offer; and provided, further, that any of the Offered Membership Interests not transferred within one hundred and twenty (120) days after the expiration of such seven (7) day period shall again be subject to the provisions of this Section 6.04. Any Membership Interest transferred shall include any obligations concerning their Required Additional Contributions.

6.05 Right of Co-Sale.

(a) Subject to the provisions of Sections 6.01, 6.02 and 6.03, and concurrent with the procedures and requirements set forth in Section 6.04 hereof, if at any time a Member (the "Co-Sale Member") proposes to Transfer, directly or indirectly, any of its Membership Interests (the "Co-Sale Membership Interests") to a third-party purchaser (other than to a Permitted Transferee or a Transfer pursuant to Section 6.07), the Co-Sale Member shall first give not less than twenty (20) Business Days prior written notice to each other Member (the "Tag-Along Members"). Such notice (the "Tag-Along Notice") shall set forth the terms and conditions of such proposed Transfer, including the name of the proposed Transferee, the amount of Co-Sale Membership Interests, the purchase price proposed to be paid therefor and the payment terms and type of Transfer to be effectuated.

(b) Within ten (10) Business Days of delivery of the Tag-Along Notice by the Co-Sale Member, each Tag-Along Member shall, by written notice to the Co-Sale Member have the opportunity and right to sell to the proposed Transferee in such proposed Transfer (upon the same terms and conditions as the Co-Sale Member, subject to Section 6.05(c) and to the priorities set forth in Section 4.05 of this Agreement) up to that portion of Membership Interests as set forth in the Tag-Along Notice owned by such Tag-Along Member as shall equal the product of (x) a fraction, the numerator of which is the portion of Co-Sale Membership Interests and the denominator of which is the aggregate Membership Interests owned of record as of the date of the Tag-Along Notice by the Co-Sale Member, multiplied by (y) the portion of Membership Interests owned of record by such Tag-Along Member as of the date of the Tag-Along Notice. Such written notice shall state the aggregate Membership Interests that such Tag-Along Member proposes to include in such Transfer.

(c) If any Tag-Along Member exercises its rights pursuant to this Section 6.05, then the Co-Sale Member will attempt to obtain the same agreements and commitments from the

proposed Transferee for the benefit of any such Tag-Along Member as such Co-Sale Member obtained from the proposed Transferee in respect of its Transfer (subject to the priorities set forth in Section 4.05 of this Agreement). To the extent the Co-Sale Member cannot obtain such agreements and commitments from such proposed Transferee, the Co-Sale Member and the Tag-Along Members shall reduce the Percentage Interest being sold by such Co-Sale Member and Tag-Along Members such that each Co-Sale Member and each Tag-Along Member sells a Percentage Interest as is determined by multiplying (x) a fraction, the numerator of which is equal to the Percentage Interest such Co-Sale Member or Tag-Along Member, as the case may be, would have sold if the Co-Sale Member had obtained such agreements and commitments from such proposed Transferee, and the denominator of which is equal to the total Percentage Interests that would have been sold by the Co-Sale Member and Tag-Along Members if the Co-Sale Member had obtained such agreements and commitments from such proposed Transferee, times (y) the total Percentage Interest that such proposed Transferee is in fact acquiring from the Co-Sale Member and Tag-Along Members. Each Tag-Along Member exercising its rights pursuant to this Section 6.05 shall pay such Tag-Along Member's pro rata share (based on the Percentage Interest to be sold) of the expenses reasonably incurred on behalf of the participating Tag-Along Members and Co-Sale Member in connection with such Transfer and shall be obligated to join on a pro rata basis (based on the Percentage Interest to be sold) in any indemnification or other obligations that the participating Tag-Along Members and Co-Sale Member agree to provide in connection with such Transfer (other than any such obligations that relate specifically to a particular Member such as indemnification with respect to representations and warranties given by a Member regarding such Member's ownership of Membership Interests); provided that no Member shall be obligated in connection with such Transfer to agree to indemnify or hold harmless the Transferees with respect to an amount in excess of the net cash proceeds paid to such Member in connection with such Transfer). Each Tag-Along Member Transferring Membership Interests pursuant to this Section 6.05 shall take all actions reasonably requested by the Co-Sale Member in connection with the consummation of such Transfer (including, without limitation, executing all agreements, documents and instruments in connection therewith in the form presented by the Co-Sale Member). Any Membership Interest transferred shall include any obligations concerning their Required Additional Contributions.

(d) The closing of the Transfer of Membership Interests with respect to which rights have been exercised by a Tag-Along Member pursuant to this Section 6.05 is subject to, and will take place concurrently with, the closing of the Transfer of the Co-Sale Membership Interests by the Co-Sale Member to the proposed Transferee. At such closing, each Tag-Along Member electing to Transfer Membership Interests shall deliver to the proposed Transferee, free and clear of all liens, the Membership Interests to be sold and shall receive in exchange therefor, the consideration to be paid by the proposed Transferee in respect of such Membership Interests as described in the Tag-Along Notice (subject to the priorities set forth in Section 4.05 of this Agreement).

6.06 Drag-Along Right. In the event that after Two Million Dollars (\$2,000,000) has been contributed by Class A Members, any Member receives a bona fide offer from a third party to acquire all or a majority of the outstanding Membership Interests of the Company or for any other transaction that would constitute a Liquidation Event (an "Acquisition Offer"), which such Member wishes to accept, such Member (the "Notifying Member") shall deliver a written notice of the Acquisition Offer to the other Member (the "Acquisition Offer Notice"). The Acquisition

Offer Notice shall state the identity of the proposed purchaser (the “Acquiror”) and the proposed terms of the Acquisition Offer. The other Member shall then have ninety (90) days after receiving the Acquisition Offer Notice in which to match the terms set forth in the Acquisition Offer by paying to the Notifying Member the amount the Notifying Member would receive at the closing of the Acquisition Offer in accordance with the priorities set forth in Section 4.05 of this Agreement. In the event the other Member does not match the Acquisition Offer within such ninety (90) day period, the other Member shall: (i) vote in favor of, and adopt, such Acquisition Offer and if such transaction is an acquisition of Membership Interests, sell the same proportion of Membership Interests held by such Member as is being sold by the Notifying Member to the Acquiror, and, subject to the priorities in Section 4.05 of this Agreement, on the same terms and conditions as the Notifying Member; and (ii) execute and deliver all related documentation and take such other action in support of the Acquisition Offer as shall reasonably be requested by the Notifying Member in order to carry out the terms and provision of this Section 6.06, including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents.

6.07 Events of Withdrawal of a Member. In the Event of Withdrawal of any Member other than a voluntary withdrawal (the “Withdrawing Member”), the legal representative of the Withdrawing Member shall have such power as the Withdrawing Member possessed to constitute a successor as an assignee of his Membership Interest and to join with such assignee in making application to substitute such assignee as a Member. Such legal representative shall succeed to the rights of the Withdrawing Member to receive distributions from the Company and allocations of income, gain, loss, deduction and credit; provided, that such legal representative shall not have the right to become a substitute Member in the place of the Withdrawing Member unless the conditions of Section 6.01 and Section 6.03 are first satisfied.

ARTICLE VII BOOKS, RECORDS, FINANCIAL AND TAX MATTERS

7.01 Fiscal Year. The fiscal year of the Company shall end on December 31 of each year (a “Fiscal Year”). The Managers may change the Fiscal Year (without the consent of any Member) at any time and from time to time.

7.02 Maintenance of Accounts. The Company shall keep full and accurate books of account and other records of the Company and its Subsidiaries at its principal place of business. On reasonable notice, the following Persons will have reasonable access to such books and records, during normal business hours for any purpose reasonably related to such Person’s interest as a Manager or as a Member or Indirect Owner: (a) any Manager or (b) each Member that holds a Percentage Interest of more than 25%.

7.03 Bank Accounts; Temporary Investments. All receipts, funds and income of the Company shall be deposited in the name of the Company in such bank account or accounts of a commercial bank, savings and loan association or other financial institution as the Managers from time to time shall determine. Withdrawals from said banks shall be made on the signature of two (2) Managers (one of whom must be a Class A Manager and one of whom must be a

Class B Manager), and there shall be no commingling of the moneys and funds of the Company with moneys and funds of any other entity or Person.

7.04 Tax Elections. For United States federal, state or local income tax purposes, the Company shall make any elections agreed upon by the Managers from time to time. Notwithstanding the foregoing, it is intended that the Company be treated as a partnership for federal income tax purposes and neither the Company nor any Member shall make any election (for tax purposes or otherwise) inconsistent with such treatment without the approval of the Managers.

7.05 Tax Returns and Information; Tax Matters Member. (a) The Company shall cause its accountants to prepare all of the tax returns of the Company and its Subsidiaries and shall cause the same to be filed in a timely manner.

(b) The Company shall furnish the Members with all Company information required to be reported in the tax returns of the Members for tax jurisdictions in which the Company is considered to be doing business, including a report indicating each Member's share for income tax purposes of the Company's income, gain, credits, losses and deductions as soon as practicable after the end of the Company's Fiscal Year.

(c) Joseph Klein shall be the initial "tax matters partner" of the Company as provided in the regulations pursuant to Section 6231 of the Code (the "Tax Matters Member"). Each Member hereby approves of such designation and agrees to execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be deemed necessary or appropriate to evidence such approval. To the extent and in the manner provided by the Code and the Treasury Regulations, the Tax Matters Member shall have all of the rights, duties, powers and obligations provided for in Sections 6221 through 6232 of the Code with respect to the Company. The Managers shall have the right, in their sole and absolute discretion to replace the Tax Matters Member at any time.

(d) Upon the Transfer of any Membership Interests by a Member permitted by this Agreement or any other event with respect to which adjustments to the tax basis of the Company assets would be permitted if the Company had a valid Section 754 election in effect, the Tax Matters Member shall cause the Company, at the written request of the transferor or other affected Member, to make a timely election under Section 754 of the Code. The Company shall pay the costs of making such election.

ARTICLE VIII

LIABILITY, EXCULPATION, INDEMNIFICATION AND INSURANCE

8.01 Liability. A Member shall not have any personal liability whatsoever in such capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company or to any third parties for any debt, obligation or other liability of the Company, whether arising in contract, tort or otherwise, except as otherwise provided in this Agreement, the Act and any other applicable law.

8.02 Exculpation.

(a) For purposes of this Agreement, "Covered Person" means any Member, any Affiliate of a Member and any officer, director, shareholder, partner, member, trustee, beneficiary, employee or agent of a Member or any Affiliate thereof, and any Manager, director, officer, employee or expressly authorized agent of the Company or its Affiliates.

(b) No Covered Person shall be liable to the Company or any other Covered Person 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, 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, fraud or willful breach of this Agreement. There shall be, and each Covered Person shall be entitled to, a presumption that such Covered Person acted in good faith.

(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 by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

8.03 Duties and Liabilities of Covered Persons. A Covered Person has no duties (including fiduciary duties), at law or in equity, to the Company or to any other Covered Person except as expressly provided by this Agreement or any other written agreement with the Company. 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 this 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.

8.04 Indemnification. 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, except that no Covered Person shall be entitled to be indemnified in respect of any adjudicated loss, damage or claim incurred by such Covered Person by reason of fraud, or gross negligence of this Agreement with respect to such acts or omissions; provided, however, that any indemnity under this Section 8.04 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof. There shall be, and each Covered Person shall be entitled to, a presumption that such Covered Person acted in good faith. The termination of any proceeding by settlement shall not be deemed evidence that a Covered Person acted in a manner which did not constitute good faith or that constituted fraud or gross negligence.

8.05 Defense Expenses. To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the

disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 8.04 hereof.

8.06 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Managers shall, in its sole discretion, deem reasonable, on behalf of Covered Persons and such other Persons as the Managers shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or its Subsidiaries or such indemnities, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this Agreement. The Company may enter into indemnity contracts with Covered Persons and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations and containing such other procedures regarding indemnification as are appropriate.

ARTICLE IX

DISSOLUTION AND TERMINATION

9.01 Events of Dissolution. The Company shall be dissolved upon the earliest to occur of the following (the Managers shall promptly notify the other Members of any dissolution event pursuant to this Section 9.01):

(a) on a date selected by the Managers and approved by a Majority in Interest of the Class A Members;

(b) the expiration of 180 days after the sale by the Company of all or substantially all of its assets (unless a Majority in Interest of the Members shall elect to continue the existence of the Company pending collection of the deferred balance of any sales proceeds or the termination of existing Company obligations); or

(c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

9.02 Winding-Up, Liquidation and Distribution of Assets. (a) If the Company is dissolved pursuant to Section 9.01, the Company shall be liquidated and wound up in accordance with the Act and the following provisions: The financial officers of the Company shall be directed to prepare a balance sheet, income statement and statement of cash flows of the Company in accordance with GAAP as of the date of dissolution and for the period ended on such date, which financial statements shall be reported upon by the Company's independent public accountants.

(b) The assets, properties and business of the Company shall be liquidated by the Managers as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice. Notwithstanding the foregoing, if it is determined by the Managers not to sell all or any portion of the properties and assets of the Company, such properties and assets shall be distributed in kind in the order of priority set forth in subsection (d); provided, however, that the Fair Market Value of such properties and assets, as determined in good faith by the

Managers shall be used in determining the extent and amount of a distribution in kind of such properties and assets in lieu of actual cash proceeds of any sale or other disposition thereof.

(c) Net Profit or Net Loss of the Company for the year of liquidation shall be credited or charged to the Capital Accounts of the Members in accordance with the allocation provisions set forth in Section 4.02.

(d) The proceeds of sale of all or substantially all of the properties and assets of the Company and all other properties and assets of the Company not sold, as provided in subsection (b) above, and valued at the Fair Market Value thereof as provided in such subsection (b), shall be applied and distributed as follows, and in the following order or priority:

- (i) *First*, to the payment of all debts and liabilities of the Company and the expenses of liquidation not otherwise adequately provided for;
- (ii) *Second*, to the setting up of any reserves that are determined by the Managers to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company or of the Members arising out of, or in connection with, the Company; and
- (iii) *Third*, the remaining assets of the Company shall be applied and distributed in accordance with Section 4.05 of this Agreement. For purposes of the application of this Section 9.02 and determining Capital Accounts on liquidation, all unrealized gains, losses and accrued income and deductions of the Company shall be treated as realized and recognized immediately before the date of distribution.

9.03 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed, articles of dissolution as required by the Act shall be executed and filed by the Managers with the New York Department of State.

9.04 Effect of Filing of Articles of Dissolution. Upon the filing of articles of dissolution with the New York Department of State, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Managers shall have the authority to distribute any Company property discovered after dissolution, to convey real estate and to take such other action as may be necessary on behalf of and in the name of the Company.

9.05 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contributions. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contributions of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE X
MISCELLANEOUS

10.01 Expenses. Each Member shall bear all of its own expenses incurred in connection with the preparation and execution of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants, except where expressly provided herein.

10.02 Further Assurances. Each Member agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the reasonable judgment of the Managers, may be necessary or advisable to carry out the intent and purposes of this Agreement.

10.03 Notices. Any and all notices, requests, consents, waivers or demands or other communications permitted or required to be made under this Agreement shall be in writing, and shall be delivered (a) personally (with signed confirmation of receipt), (b) by overnight mail (with signed confirmation of receipt), (c) by registered or certified mail, return receipt requested or (d) by facsimile or electronic mail (with an automatically generated acknowledgment of receipt). All such notices, requests, consents, waivers or demands or other communications shall be deemed delivered, as applicable: (i) on the date of the personal delivery; (ii) on the date of the signed receipt for certified or registered mail; (iii) on the next Business Day for overnight mail or (iv) when transmitted by facsimile or electronic mail (with an automatically generated acknowledgment of receipt). Notices directed to a Member shall be delivered to the parties at the last address contained in the Company's records, and any Member may change such Member's address in the Company's records by providing the Company with written notice of such change given in conformity with the terms of this Section 10.03:

(a) If to the Company and Managers, to:

NEW YORK MEDICAL GROWERS LLC
2926 Avenue L
Brooklyn, NY 11210
Attn: Managers

(b) If to the Members, to the last address contained in the Company's records.

Any counsel designated above, or any counsel that may be designated by any Member by written notice to the other parties, is hereby authorized to give notices hereunder on behalf of its respective client.

10.04 Representations and Warranties. Each Member hereby represents and warrants to the other Members and the Company (and each Person admitted to the Company shall represent and warrant as a condition to its admission) as follows:

(a) If such Member is not a natural Person, that: (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation,

with all requisite power and authority to enter into and perform this Agreement; and (ii) all limited liability company, corporate or partnership action on the part of such Member necessary for the authorization, execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly taken.

(b) This Agreement has been duly authorized, executed and delivered by such Member and constitutes the legal, valid and binding obligation of such Member, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights, general equitable principles and an implied covenant of good faith and fair dealing. No consents or approvals are required from any governmental authority or other Person for such Member to enter into this Agreement.

(c) Neither the execution and delivery of this Agreement by such Member, nor the consummation of the transactions contemplated hereby, conflict with or contravene the provisions of (i) if such Member is not a natural Person, its organizational documents, (ii) any agreement or instrument by which it or its properties are bound, or (iii) any law, rule, regulation, order or decree to which it or its properties are subject.

(d) Such Member is acquiring its Membership Interest for its own account for investment and not with a view to the distribution or resale thereof, or with the present intention of distributing or reselling such interest. Nothing herein shall be construed to create or impose on the Company or any Member an obligation to register any transfer of any Membership Interest or any portion thereof.

(e) They have read this Agreement and have no other understandings other than set forth expressly herein and do not and have not relied on any oral or written representations not set forth herein.

(f) They have been represented by their own independent counsel of their own choosing, and if not represented by counsel, have chosen not to be represented by counsel; and in construing and interpreting this Agreement it shall be deemed to have been drafted jointly by all the parties and the rule that ambiguity shall be construed against the drafter shall be inapplicable.

10.05 No Right to Partition. The Members, on behalf of themselves, their respective Affiliates and Associates, successors and assigns, if any, hereby specifically renounce, waive and forfeit all rights, whether arising under contract or statute or by operation of law, except as otherwise expressly provided in this Agreement, to seek, bring or maintain any action in any court of law or equity for partition of the Company or any asset of the Company, or any interest which is considered to be Company property, regardless of the manner in which title to such property may be held.

10.06 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement and each and every provision hereof shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest to any Member, whether such successor acquires such

interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

10.07 Amendments; Waivers.

(a) Subject to Section 5.03(b), this Agreement may be amended only by the written consent of a Majority in Interest of the Members; provided that (A) without the written consent of the affected Member(s), this Agreement may not be amended (by merger, consolidation or otherwise) so as to reduce any Member's share of the Company's distributions, income or gains, increase any Member's share of the Company's losses, or increase the obligations of any Member if such reduction or increase would have an adverse effect on such Member (other than as may result from dilution to such Member through the issuance of additional Membership Interests) and (B) no amendment, modification or waiver may be approved that is disproportionately adverse to any Member (relative to any other Member holding the same class of Membership Interests) without the prior written consent of such Member. Notwithstanding the foregoing, this Agreement (and the Schedules attached hereto) may be amended by the Managers without the consent of any Member (i) to correct any printing or clerical errors or omissions, (ii) in accordance with Sections 3.03 and 3.05, or (iii) to amend Schedule 1 in accordance with the express terms of this Agreement. Any provision of this Agreement may be waived if, and only if, such waiver is in writing and signed by the Member against whom the waiver is to be effective.

(b) The failure of any Member to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

10.08 Governing Law; Arbitration.

(a) Subject to Section 10.08(b) below, this Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the internal laws of the State of New York, without reference to the rules regarding conflict or choice of laws of such State.

(b) In case of any dispute arising under or in relation to this Agreement, the parties shall submit themselves to beis din (tribunal of Torah Law), whose identity is to be agreed between the parties. As such, the parties waive all rights to a trial by jury. Failing agreement within fourteen days, each party will appoint one dayan of the beis din, and the two appointed dayanim will agree upon a third to form a "zabla" arrangement; provided, however, that if any Member breaches or seeks to resist any term, covenant or condition set forth in this Section 10.08(b) the other Members shall not be bound by the limitations of this sentence with respect to such Member's breaching or seeking to resist any term, covenant or condition of this Section 10.08(b).

10.09 Waiver of Jury Trial.

EACH MEMBER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE MEMBERS OR ANY CLAIM OF INJURY OR DAMAGE RELATING TO ANY OF THE FOREGOING, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE WITH RESPECT THERETO.

10.10 Captions. Titles or captions of Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

10.11 Counterparts. This Agreement may be executed in several counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members and the Company notwithstanding that all the Members and the Company have not signed the same counterpart. Delivery of an executed counterpart of a signature page by facsimile or Electronic Transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

10.12 Entire Agreement. This Agreement together with the Schedules, Exhibits and Annexes hereto represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, writings or understandings between the parties with respect to the subject matter hereof.

10.13 No Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and where expressly stated, their Affiliates and Associates, and their respective successors and permitted assigns and, with respect to benefits, the Covered Persons. Nothing contained in this Agreement, express or implied, is intended to or shall confer upon any Person (other than to (x) the parties hereto and, where expressly stated, their Affiliates and Associates, and their respective successors and permitted assigns and (y) the Company and the Covered Persons), any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.14 Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to every remedy under this Agreement or now or hereafter existing at law or in equity.

10.15 Severability. If any part or parts of this Agreement shall be held to be unenforceable to its or their full extent, then it is the intention of the parties hereto that such part or parts shall be enforced to the full extent permitted under the law, and in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had never been a part hereof.

10.16 Equitable Relief. Each Member acknowledges and agrees that its respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement

would be inadequate and, in recognition of that fact, agrees that, in the event of a breach or threatened breach by an Member of the provisions of this Agreement, in addition to any remedies at law, the Company or any other Member shall, without posting any bond, be entitled to obtain equitable relief in the form of a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

[Remainder of Page Intentionally Left Blank—Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement of the Company as of the day and year first above written.

THE COMPANY:

NEW YORK MEDICAL GROWERS LLC

By:  _____

Name: Solomon Rubin

Title: Manager

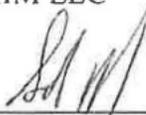
By:  _____

Name: Joseph Klein

Title: Manager

CLASS A MEMBER:

BISUMIM LLC

By:  _____

Name: Solomon Rubin

CLASS B MEMBER:

BOULDER A/C PARTNERS, LLC

By:  _____

Name: Joseph Klein

SCHEDULE 1
MEMBERS' SCHEDULE¹

Member	Initial Capital Contribution*	Adjusted Capital Contribution	Class of Membership Interests	Percentage Interest
Boulder ATC Partners LLC*	\$1,000.00	\$1,000.00	Class B	50%
Bisumim LLC	\$400,000.00	\$400,000.00	Class A	50%
TOTAL:	\$401,000.00	\$401,000.00		100%

* in the form of cash and/or services to the Company

¹ THIS SCHEDULE 1 IS SUBJECT TO CHANGE IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT.

ATTACHMENT F

Attachment F: Labor Peace Agreement



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

June 1, 2015

Re: Labor Peace Agreement between Local 338, RWDSU/UFCW and New York Medical Growers, LLC

Dear Commissioner Zucker,

Local 338, RWDSU/UFCW ("Local 338") is a labor organization, as defined in 29 U.S.C. § 402(i) and 29 U.S.C. § 152(5), representing close to 20,000 employees in New York State and its environs.

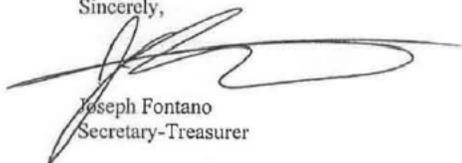
The enclosed document entitled, Neutrality Agreement, is intended in part to satisfy and comply with the requirement, under the New York Public Health Law, that an applicant (New York Medical Growers, LLC) seeking a license to conduct business relating to the use of medical marijuana in New York State submit proof that it has entered into a labor peace agreement with a bona-fide labor organization that is actively engaged in representing or attempting to represent the applicant's employees. See Public Health Law §§ 3360(14), 3365(1)(III), 3365(3)(VII), 3365(6)(IV), and 3365(7).

The Neutrality Agreement contains explicit language which protects the State's proprietary interests by prohibiting Local 338 from engaging in picketing, work stoppages, boycotts, and any other economic interference with the business of an entity licensed to engage in the business relating to the use of medical marijuana in New York State.

Should any changes in the Neutrality Agreement be necessary for an applicant to comply with the Public Health Law, please feel free to communicate with us directly.

Thank you for your consideration.

Sincerely,



Joseph Fontano
Secretary-Treasurer

STRONGER | TOGETHER

Our Mission: To Better The Lives Of Our Members And All Working People.
1505 Kellum Place • Mineola, NY 11501 • (516) 294-1338 • www.local338.org

NEW YORK **MEDICAL GROWERS, LLC**

UNION LABOR PEACE AGREEMENT
BY AND BETWEEN
NEW YORK MEDICAL GROWERS, LLC
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated June 1, 2015, New York Medical Growers LLC (the "Employer") and Local 338, RWDSU/UFCW, 1505 Kellum Place, Mineola, New York (the "Union") hereby establish the following procedure to address the Union's efforts to organize employees in any existing or new facility owned or operated by the Employer in which the employees are not represented by a labor organization:

1. The term, "employees," used herein shall include all full time and part-time employees, including, but not limited to, pharmacists, pharmacy technicians, dispensaries, consultants, drivers, growers, retail, manufacturers, trimmers, and anyone else performing work for or on behalf of the Employer, and shall exclude only who are statutorily excluded by the National Labor Relations Act ("NLRA").

2. Within ten (10) days after receiving written notice of the Union's intent, the Employer agrees to furnish the Union with a complete list of employees in the shop designated in the notice, including job classifications, departments, street addresses, telephone numbers and e-mail addresses. The Employer agrees to thereafter provide updated lists as reasonably requested. The Employer waives the right under the NLRA to file any petition with the National Labor Relations Board for any election in connection with the invocation of this Agreement and agrees to refrain from directly or indirectly supporting any such petition.

3. The Employer agrees to take a neutral approach to unionization of employees. Neutrality means that the Employer will neither help nor hinder the Union's organizing effort by, for example, directly or indirectly demeaning by word or deed the Union or its representatives, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union. The Employer agrees not to communicate to any employee that it disfavors the Union or the signing of authorization cards, or that they may suffer adverse consequences for supporting the Union or signing cards. The Employer also agrees that it, and its managers, supervisors and other representatives will refer to the Union by name and not as "third party," "outsider" or in similar manner, however, if an employee asks, Employer is permitted to state that the Union is not affiliated with the Company. The parties will conduct themselves with mutual respect for each other during any organizing effort.

4. During organizing efforts, the Employer's managers, supervisors and other representatives will remain neutral and will refrain from communicating with employees about how they should respond to the Union. The Employer agrees to inform all of its managers, supervisors and representatives of this obligation and that the Employer has no objection to employees supporting the Union or engaging in union activities, including meeting with Union representatives or signing authorization cards. The Employer will promptly act to discourage any violation of this Agreement, including disciplining any manager' or supervisor - or

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NEW YORK **MEDICAL GROWERS, LLC**

Attachment F: Labor Peace Agreement

terminating its relationship with any independent contractor representative - who violates it. The Employer agrees to take prompt action to mitigate the effects of any violation, including informing employees of the Employer's position on organizing and the rights of employees to organize.

5. The Employer agrees to permit Union representatives access to the workplace to communicate with employees, including through the distribution of materials but any onsite visits will be subject to any security rules and procedures of the New York State Department of Health rules and regulations. Union representatives will not disrupt the Employer's operations or unreasonably interfere with employee production.

6. The facility's highest level manager will meet with and tell employees that the Employer has no objection to employees meeting with Union representatives, supporting the Union or signing authorization cards. That manager will also tell employees that the Employer is neutral in their selection of union representation.

7. If the Union provides evidence in support of its claim that a majority of employees have designated the Union as their collective bargaining representative, the Employer will recognize the Union as such representative of the employees in the bargaining unit described in the Union's notice, invoking this provision and will extend this Agreement to them.

8. If both the Union and the Employer mutually agree that additional Agreement provisions are necessary for the new unit or if the National Labor Relations Board or a court determines that the parties may not lawfully extend this Agreement to the unit, the parties agree to bargain in good faith over a collective bargaining agreement to cover the employees. The parties agree to commence bargaining within 20 business days from the date the neutral verifies the Union's majority. If they are unable to agree to a collective bargaining agreement, the parties agree to submit all open provisions and issues to final and binding interest arbitration. If they are unable to select an arbitrator, the parties shall select an arbitrator to set the open provisions and resolve any other issues in accordance with the procedures of this Agreement's arbitration provision.

9. The parties agree to resolve any dispute over the interpretation of this provision through expedited arbitration. The parties will invoke expedited arbitration by requesting an arbitrators list from the American Arbitration Association. Within 10 days of receiving AAA's arbitrators' list, the parties will submit their struck lists to the AAA. The parties agree that AAA will follow its labor arbitration rules to select an arbitrator based on the list or lists the parties submit. The AAA will strictly apply its rule requiring struck lists to be timely submitted in accordance with this provision. The arbitrator will hear the dispute on either the first or second date the arbitrator is available and issue an award within 20 days thereafter. The parties will equally share the arbitrator's fees and costs.

10. The parties agree that the arbitrator has the authority to direct the breaching party to specifically perform its obligations under this Agreement. The arbitrator may award a penalty of up to \$10,000 for willful breaches. A willful breach is one that clearly violated this provision and was not corrected after the aggrieved party provided notice of it to the violating party. The

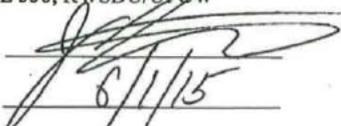
parties consent to the entry of the arbitrator's award as the order of judgment of a United States District Court, without notice.

11. The Union and the Employer recognize that this Agreement is in their mutual best interests and therefore agree to prevent evasion of the terms of this Agreement through the use of contractors and/or subcontractors. To comply with the spirit of this Agreement, the Employer shall, as a condition of its relationship with any contractor and/or subcontractor require that: (a) the contractor and/or subcontractor enter into a neutrality agreement with the Union; and (b) immediately notify the Union when seeking to form a business relationship with the contractor and/or subcontractor.

12. Labor Peace Agreement: In the event that the Union attempts to organize the Employer's employees or actually represents the Employer's employees at any particular location, then the Union hereby promises that it will not at any time covered by this agreement engage in any picketing, work stoppages, boycotts or any other economic interference with the Employer's business at that location, provided the employer has not violated any of the material terms of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 1st day of June 2015, by their duly authorized representatives.

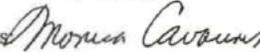
LOCAL 338, RWSDU/UECWA

By: 

Date: 6/1/15

Name: Joseph Fontano

Title: Secretary-Treasurer

Witness: 

MONICA CAVOUNIS
Notary Public, State of New York
No. 01CA6083183
Qualified in Queens County
Commission Expires November 12, 20 18

New York Medical Growers, LLC

By: 

Date: 6/1/15

Name: Joseph Klein

Title: Managing Member

Witness: 

MICHAEL KORSINSKY
Notary Public, State of New York
No. 02KC8083866
Qualified in Kings County
Commission Expires Nov. 25, 20 18

ATTACHMENT G

NEW YORK **MEDICAL GROWERS, LLC** ⁰

Attachment G: Application Related Financial Statement

ATTACHMENT G: Application Related Financial Statement

**New York Medical Growers, LLC
Application Related Expenses**

Vendor/Consultant	Cost
Envirotech Greenhouse Solutions: Facility Design Contract	\$10,000.00
Architectural Design of Facilities and Appendix B Consulting: Brett Miller	\$18,500.00
Mechanical Engineering Manufacturing Facility: Guttman & Blaevoet	\$34,900.00
Civil Engineering Manufacturing Facility: Lamont Engineers	\$3,500.00
Extraction Consulting: Daniel Kosmal	\$15,000.00
Application Drafting/Consulting: Charles Sanford Smith	\$50,000.00
Security Consulting: Richard Nikolaus	\$5,000.00
Mechanical Engineering: Dispensing Facilities	\$2,100.00
Bond Fee	\$50,000.00
Printing	\$1,000.00
Total Expenses Related to Application	\$190,000.00
Application Fee	\$10,000.00
Registration Fee	\$200,000.00
Total Application Fees	\$210,000.00
Total	\$400,000.00

ATTACHMENT H

The material on this page is requested to be exempt from disclosure under FOIL pursuant to New York Public Officers Law §89(5) because it contains critical infrastructure information which if disclosed would cause substantial injury to NYMG.

NEW YORK **MEDICAL GROWERS, LLC**

Attachment H: Security Plan

ATTACHMENT H: SECURITY PLAN

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NEW YORK **MEDICAL GROWERS, LLC**

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

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NYMG Dispensing Facilities

**448 Sand Creek Road
Albany New York Dispensary**

**2319 Sheridan Drive
Tonawanda, New York Dispensary**

**294 Main Street
Nyack, New York Dispensary**

**32-56 Steinway Street
Queens, New York Dispensary**

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**Albany Dispensary:
448 Sand Creek Road
Albany, New York**

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**Tonawanda Dispensary:
2319 Sheridan Drive
Tonawanda, New York**

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NYACK Dispensary:

294 Main Street

Nyack, New York

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**Queens Dispensary
32-56 Steinway Street
Queens, New York**

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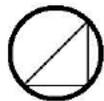
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448 SAND CREEK ROAD
ALBANY, NEW YORK



DISPENSARY FLOOR PLAN

NEW YORK MEDICAL GROWERS

MAY 29, 2015



32-56 STEINWAY STREET
QUEENS, NEW YORK



DISPENSARY FLOOR PLAN

NEW YORK MEDICAL GROWERS

MAY 30, 2015



2319 SHERIDAN DRIVE
TONAWANDA, NEW YORK

DISPENSARY FLOOR PLAN

NEW YORK MEDICAL GROWERS

MAY 29, 2015



294 MAIN STREET
NYACK, NEW YORK



DISPENSARY FLOOR PLAN

NEW YORK MEDICAL GROWERS

MAY 30, 2015



THE VILLAGE OF COBLESKILL



www.cobleskillpolice.com

COBLESKILL POLICE DEPARTMENT

CHIEF RICHARD BIALKOWSKI

378 MINERAL SPRINGS RD

COBLESKILL, NY 12043

518-234-2923

May 27th, 2015

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

Re: Application for N.Y.S. Medical Marijuana Program Registration

Dear Commissioner Zucker:

I am writing this letter on behalf of New York Medical Growers, LLC application to become a Registered Organization with your Department to manufacture and dispense medical marijuana. After having spoken with the applicant, I have no reason to believe that the applicant will not comply with all applicable state and local laws. The applicant has previously reached out to the Cobleskill Police Department to discuss their project and even sought out recommendations for a Security Consultant as well as inquired about retired law enforcement officers working as Security Officers. I was able to provide the applicant with some suggestions and appreciate their efforts to involve the local community and the Cobleskill Police Department in their application process. I fully expect that they will be cooperative with all requirements of the application process.

I have been advised that the applicant has hired Richard Nikolaus to serve as their Security Consultant. Richard is a former certified police officer with the Schoharie County Sheriff's Office and has extensive experience with security management and operations in the pharmaceutical industry. I am confident that Mr. Nikolaus, utilizing his knowledge, skills, and experience, will ensure that the applicant complies with all applicable state and local laws. Should the applicant be granted a registration, I look forward to working with them in the future. Also, the applicant's proposed location is in very close proximity to the Cobleskill Police Department.

Should you have any questions regarding this letter, please feel free to contact me. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Richard Bialkowski".

Richard Bialkowski, Chief of Police

ATTACHMENT I

NEW YORK **MEDICAL GROWERS, LLC**

Attachment I: Financial Statement

NEW YORK **MEDICAL GROWERS, LLC**

NEW YORK MEDICAL GROWERS, LLC
FINANCIAL STATEMENTS
FOR THE PERIOD
MARCH 11, 2015 (INCEPTION) THROUGH MAY 31, 2015



INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Members of
New York Medical Growers, LLC
Brooklyn, New York

We have reviewed the accompanying balance sheet of New York Medical Growers, LLC as of May 31, 2015, and the related statements of operations and members' equity and cash flows from March 11, 2015 (inception) to May 31, 2015. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Respectfully submitted,



Roth & Company LLP
Brooklyn, New York
June 2, 2015

New York Medical Growers, LLC
Balance Sheet
May 31, 2015

ASSETS

CURRENT ASSETS

Cash	\$ 425,000	
Capital subscription receivable	<u>13,000,000</u>	
TOTAL CURRENT ASSETS		\$ <u>13,425,000</u>
 TOTAL ASSETS		 \$ <u><u>13,425,000</u></u>

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES

Accounts payable	\$ 132,429	
Members' loans	<u>15,500</u>	
TOTAL CURRENT LIABILITIES		\$ 147,929

MEMBERS' EQUITY

		<u>13,277,071</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY		\$ <u><u>13,425,000</u></u>

New York Medical Growers, LLC
Statement of Operations and Members' Equity
From March 11, 2015 (inception) to May 31, 2015

LICENSE APPLICATION EXPENSES

Legal fees	\$ 59,029
Architecture	18,400
Consulting	30,000
Engineering	<u>40,500</u>

NET LOSS (147,929)

Capital contributions 13,425,000

ENDING MEMBERS' EQUITY \$ 13,277,071

New York Medical Growers, LLC
Statement of Cash Flows
From March 11, 2015 (inception) to May 31, 2015

CASH FLOWS FROM OPERATING ACTIVITIES

Net loss		\$ (147,929)
Adjustments to reconcile net loss to net cash used in operating activities		
Change in operating assets and liabilities		
Accounts payable	<u>\$ 132,429</u>	
Total adjustments		<u>132,429</u>
NET CASH USED IN OPERATING ACTIVITIES		(15,500)

CASH FLOWS FROM FINANCING ACTIVITIES

Members' loans	15,500	
Member contributions	<u>425,000</u>	
NET CASH PROVIDED BY FINANCING ACTIVITIES		<u>440,500</u>

NET INCREASE IN CASH 425,000

CASH AT BEGINNING OF PERIOD -

CASH AT END OF PERIOD \$ 425,000

SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES

Capital subscription receivable \$ 13,000,000

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

New York Medical Growers, LLC, a limited liability company formed in New York in March 2015, is in the process of applying for and obtaining a Public Health License for the purpose of growing, manufacturing, and distributing medical marijuana.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America and accordingly reflect all significant receivables, payables and other assets and liabilities.

Cash and Cash Equivalents

Cash and cash equivalents consist primarily of cash on deposit, certificates of deposit, money market accounts, and investment grade commercial paper that are readily convertible into cash and purchased with original maturities of three months or less. Due to the nature of the company's cash management system, checks issued but not released may create negative book cash balances. Such negative balances are included in accounts payable.

Start-Up Costs

Start-up costs incurred in connection with start-up activities are charged to income as they are incurred. Start-up costs charged to income totaled \$147,929 during the period ended May 31, 2015.

Income Taxes

Pursuant to Section 701 of the Internal Revenue Code, the company is treated as a partnership for federal and state income tax purposes with all income tax liabilities and/or benefits passed through to the members. As such, no recognition of federal or state income taxes has been provided for in the accompanying financial statements. Provisions have been made for applicable local income taxes. An uncertain tax position taken by the member is not an uncertain position of the company.

A tax position must meet a minimum probability threshold before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Concentrations of Credit Risk

At times, the company maintains cash balances in excess of the Federal Deposit Insurance Corporation's insured limits. The company has not experienced any losses in such accounts and does not believe it is exposed to any significant risk of loss on cash.

Use of Estimates

The preparation of the company's financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The company has evaluated subsequent events through June 2, 2015, the date these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

NOTE 2 COMMITMENTS AND CONTINGENCIES

The company is in the process of applying for a public health license from the New York State Department of Health, in order to become a registered organization authorized to grow and manufacture medical marijuana. Additional costs relating to this application are estimated to be \$220,000, of which \$200,000 is refundable if the application is not approved.

ATTACHMENT J

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Attachment J: Staffing Plan

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This Staffing Plan outlines the function each and every employee involved the operation of NYMG, LLC. The Organization shall consist of: Members/Advisors, Executive Staff, Manufacturing Facility Staff and Dispensing Facility Staff. The functions of each Facility will be divided into Departments to ensure compliance with the CCA and DOH Regulations. Compliance is vital to the existence of NYMG and each and every decision will be made with compliance as the number one priority.

All Employees shall be twenty-one (21) years of age or older. All Employees will be subject to a thorough background check under the supervision of the Security Director to ensure that no Employee has been convicted of any felony of sale or possession of drugs, narcotics or controlled substances. All Employees will sign contracts that contain an ongoing disclosure requirement with respect to any contact with law enforcement.

Members & Advisors

NYMG's executives and Members & Advisors will oversee the Manufacturing and Dispensing Facilities' day-to-day operations. The Members & Advisors are: Rochelle Braun, MD, Dr. Jason Evans, Ph.D., Joseph Klein, Esq., CPA, Lisa Kurpian, RN, Joel Landau, Liebel Rubin, Marvin Rubin, Solomon Rubin and Charles Sanford Smith, Esq.

Rochelle Braun, MD, Member/Manager

Dr. Rochelle Braun is pediatrician serving the [REDACTED] area. Dr. Braun received her medical degree from SUNY Downstate in 1989. Prior to attending medical school, she received both a Bachelor of Arts and Masters in Nutrition from New York University. Dr. Braun has dedicated her life and professional career to improving the health and nutrition of New Yorkers and is excited to help bring cannabinoid therapy to patients suffering. She helps to develop and monitor NYMG's operations plan, drawing on her experience in medicine and familiarity with the endocannabinoid system to help NYMG develop state-of-the-art cannabinoid therapies and

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treatments. Dr. Braun is a practicing pediatrician having been certified by the New York State Boards in Pediatrics three times most recently in 2012. She earned a Bachelor of Arts from NYU in Nutrition Cum Laude and a Masters in Nutrition from NYU Magna Cum Laude. She received her medical degree from SUNY Downstate in Brooklyn and completed her residency in Pediatrics at Long Island Jewish Schneider’s Children’s Hospital.

Dr. Jason Evans, Ph.D., Advisor

Dr. Evans is an Assistant Professor of Agricultural Business Management at the State University of New York’s College of Agriculture and Technology at Cobleskill (SUNY Cobleskill). Dr. Evans received his Ph.D. in Natural Resource Economics from West Virginia University (WVU) in 2007, M.S. in Agricultural Economics from WVU in 2003 and B.A. in Economics from the University of Virginia in 2002. He has authored several academic journal articles and a book, all largely focused on the economics of pasture-based livestock production systems. Dr. Evans currently teaches a wide array of Agribusiness management courses including GAP programming and management at SUNY Cobleskill and has received numerous teaching awards during his time there.

Joseph Klein, Esq., CPA, Member/Manager

Joseph Klein is a [REDACTED] at [REDACTED] and is a New York Attorney and Certified Public Accountant. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Mr. Klein is an active member of the New York State Bar Association and NAELA, and has written articles and lectures in areas focusing on his practice. He is also an active Board member of various non-profit organizations.

Lisa Kuprian, RN, Advisor

Lisa Kuprian is a Registered Professional Nurse who has worked with a chronically ill population for 25 years. [REDACTED]

[REDACTED]

Lisa has sat on NIH advisory panels and worked on clinical trials to develop recommendations for the best clinical practices in treating patient's with heart failure. Lisa also sits on the advisory board for New York Cannabis Alliance. Lisa has been a patient advocate throughout her career and volunteers her time working on patient centered legislation in New York State and on the Federal Level. Lisa is also an advocate for harm reduction and drug policy reform.

Joel Landau, Member/Manager

Joel Landau is an entrepreneur and visionary who seek to improve the healthcare delivery system. He is a highly energetic and dynamic business leader with a proven record of success in creating companies that improve health care delivery and insurance processes for health plans, their members, and medical providers that service the community. He is committed to leveraging well-grounded healthcare operations experience and industry knowledge to develop solutions that lead to improved healthcare quality and access to care. Joel offers a combination of management expertise and dedication to excellence. He has founded several New York-based companies, all of which have been distinguished by rapid increases in revenue, outstanding management expertise, and responsiveness to industry and community needs. In addition to maintaining strong corporate and community-based relationships, Joel serves on the following Boards and Committees: Medicaid Managed Care Advisory Review Panel (MCCARP), Advisor to NYS DOH Preventative Health and Health Services block Grant, Advisor to NYS DOH Task Force on Long Term Care Financing.

Liebel Rubin, Member

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Liebel Rubin has been in health care management and administration since 1982, when he first worked as a comptroller. In 1986, he became a receiver of a skilled nursing home facility, and of several facilities thereafter. He has helped to turn those facilities around both from a financial and care perspective. He is a licensed Nursing Administrator by New York State Department of Health since 1985. [REDACTED]

[REDACTED] Liebel has made service to the special needs population his specialty, focusing on Traumatic Brain Injury, Neuropsychiatric and the younger population. In addition, Mr. Rubin is [REDACTED]. He has an excellent reputation within the health care community and the community at large. He has a wealth of experience in dealing with patient populations, many of which are similar to the potential patient population for medical marijuana products.

Marvin Rubin, Member

Marvin Rubin has held a variety of executive positions in the financial and systems areas of nursing facilities since beginning his health care industry career in 1996. In 2004 he accepted a position as the [REDACTED], [REDACTED], [REDACTED]

[REDACTED] in 2009. Mr. Rubin has also successfully led negotiations for the purchases of Ruby Weston Manor and the Kesser Nursing & Rehabilitation Center. In addition, he has been instrumental in implementing improvements in [REDACTED], and [REDACTED] that have met with widespread approval from patients, staff and the community at large. Active in work with local charities, Mr. Rubin has been personally involved with coordinating [REDACTED] relief efforts to assist victims of Hurricanes Irene and Sandy.

Solomon Rubin, Member/Manager

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Solomon Rubin entered the long-term care industry in 1997 and has assumed increasingly progressive responsibilities for both the financial management and facility operations of several skill-nursing facilities. In his role as [REDACTED], he has honed and cultivated expertise in promoting efficient, compliant highly successful operations. Mr. Rubin also has extensive experience in EMR implementation in both the financial and medical aspects, leading successful implementation in numerous homes, thus increasing efficiency, compliance and leading to a totally paperless environment. Mr. Rubin also served as financial consultant to multiple nursing facilities, on issues including implementation, financial reporting programs, group purchasing practices, inventory control procedures and procedures, as well as adoption and implementation of electronic medical records. In addition to [REDACTED].

Charles Sanford Smith, Esq., Advisor

Charles Smith is a New York Attorney and cannabis industry consultant. [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Charles is intimately familiar with the CCA and DOH Regulations as well as marijuana laws and regulations throughout the United States. Charles testified on behalf of the New York City Bar Association before the New York State Assembly Health Committee at its hearing regarding medical marijuana in December 2013. Charles has attended cannabis and drug policy conferences throughout the country and is a frequent lecturer at the Cannabis Career Institute. He is an advisory Board Member of the New York Cannabis Alliance, a member of the New York City Bar Association Committee on Drugs and the Law, Students for Sensible Drug Policy, the Drug Policy Alliance and a lifetime member of the NORML legal committee.

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Executive Staff

An organizational chart can be found in Appendix A.

Chief Executive Officer (1 FTE)

Joseph Klein will be the acting Chief Executive Officer of NYMG. Joseph is a member of NYMG, LLC.

Mr. Klein Shall:

1. Provide general oversight of all NYMG activities, manage the day-to-day operations, and assure a smoothly functioning, efficient organization.
2. Assure program quality and organizational stability through development and implementation of standards and controls, systems and procedures, and regulatory evaluations.
3. Be responsible for recruiting, retention and support of quality staff. Assure process for selecting, development, motivating, and evaluating staff.
4. Be responsible for the development and execution of all NYMG budgets; tax matters, and shall have ultimate responsibility for all administrative functions.
5. Report to the Members.

Chief Operations Officer (1 FTE)

The Chief Operations Officer Shall:

1. Provide day-to-day management of all NYMG activities.
2. Be responsible for driving NYMG's staff to achieve business goals and objectives.
3. Be responsible for the measurement and effectiveness of all processes internal and external. Provide timely, accurate and complete reports on the operating condition of the company.
4. Report to the Chief Executive Officer.

Chief Legal & Compliance Officer (1 FTE)

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Joseph Klein, Esq. will be the acting Chief Legal and Compliance Officer of NYMG. Joseph is a member of NYMG, LLC.

Mr. Klein Shall:

1. Be responsible for overseeing and managing regulatory compliance pursuant to New York law and regulation.
2. Oversee NYMG's plants records policy, employee compliance training and all licensing with city and state authorities.
3. Coordinate with the Security Director, Quality Assurance Officer, Operations Director and Operations Managers to ensure compliance with all New York Laws and DOH regulations and a timely and thorough response to any compliance inquiries from authorities.
4. Report to the Chief Executive Officer.

Quality Assurance Officer (1 FTE)

Winsome Mclean Davis will serve as the Quality Assurance Officer. Her bio is below and resume is included in Appendix B of this document. She will be by NYMG hired upon the issuance of a registration.

Winsome Mclean Davis has been a New York state licensed nursing home administrator since December 1997. Currently, [REDACTED]

[REDACTED] Also a licensed Social Worker, Winsome is proficient in problem solving skills and effective in getting persons to work together on a common goal. She has successfully led nursing home teams in moving from the medical model of treatment of the nursing home resident to the person centered care model. With her total commitment to optimal quality of care for the residents in her care, Winsome has consistently guided her staff in quality management Initiatives. Currently, she is the [REDACTED]. Her proactive stance has led the staff to look at areas for performance improvement instead of focusing only on retroactive studies. In keeping with her commitment to social responsibility, Winsome has been intentional about maintaining meaningful relationships with community

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groups. She has been recognized for her community involvement and has received many awards, including a Congressional award and Caribbean Health Care award.

Ms. Davis Shall:

1. Lead the oversight of NYGM's Quality Assurance practices and procedures.
2. Establish and implement quality control policies and procedures to ensure the quality of medical marijuana products.
3. Ensure the consistency of the cannabinoid profiles of all brands of medical marijuana products.
4. Monitor customer complaints and issues regarding the safety and consistency medical marijuana products including laboratory testing.
5. Supervise the manufacture of medical marijuana products in the following forms: metered liquid for oromucosal or sublingual sprays, metered oil for vaporization, capsules.
6. Be responsible for the oversight and implementation of the NYMG Product Recall Policy.
7. Report to the Chief Compliance Officer.

Operations Director (1 FTE)

Jason Evans, Ph.D. will serve as the Operations Director. His resume is included in Appendix B of this Staffing Plan.

The Operations Director Shall:

1. Be responsible for managing all plant processing, trimming, extraction and manufacture of medical marijuana products as well as product packaging.
2. Manage recruiting, selecting, orienting, training, assigning, scheduling, coaching, counseling, and disciplining employees; communicate job expectations, planning, monitoring, appraising, and reviewing job contributions; planning and reviewing compensation actions; enforcing policies and procedures.

3. Manage operational objectives by contributing cultivation and manufacturing operations information recommendations to strategic plans and reviews; preparing and completing action plans, implementing production, productivity, quality and customer service standards, resolving problems; completing audits; identifying trends.
4. Implement operations systems by following cultivation, manufacturing, and product handling and storage standard operating procedures.
5. Be responsible for transportation and distribution of medical marijuana products and ensuring proper compliance with transportation and security policies.
6. Report to the Chief Operating Officer.

Security Director (1 FTE)

Richard Nikolaus will serve as The Security Director. Richard has documented experience in leadership roles in the Policing and Corporate Security

Mr. Nikolaus shall:

1. Devise policies and procedures regarding area such as loss and fraud prevention and privacy.
2. Oversee and coordinate security efforts across the organization, including information technology, human resources and communications.
3. Implement procedures to ensure physical safety of employees, patients/caregivers and visitors.
4. Ensure security is maintained and updated.
5. Implement workplace violence awareness and prevention programs.
6. Implement video surveillance.
7. Prioritize security initiatives.
8. Develop network access and monitoring policies.
9. Maintain relationships with state and local law enforcement and other related government agencies.
10. Implement emergency procedures and incident responses.
11. Investigate security breaches.

12. Implement disciplinary procedures.
13. Conduct audits to find holes in security platform.
14. Implement security policy, standards, guidelines and procedures to ensure ongoing maintenance of security.
15. Report to the Operations Director and Chief Compliance Officer.

Manufacturing Facility Staffing

The Manufacturing Facility shall be made up of three departments: Cultivation, Extraction/Processing and Packaging and Security/Compliance. The Operations Director will oversee the overall operations of the Manufacturing Facility and report up the chain of command to the Chief Operating Officer. Dr. Jason Evans, Ph.D. will serve as the Operations Director, and Mark Benoit will serve as the Cultivation Manager, and manage the Cultivation Department. Daniel Kosmal, Esq., will be the Extraction Manager and manage the Extraction, Processing and Packaging Department. Winsome D. Mclean-Davis, LMSW will be the Quality Assurance Officer and along with the Security Director will supervise the Security/Compliance Department. In addition, the Security Director will work with Security Consultant Richard Nikolaus in implement the Security Plan and Security Management Program. Together, these Department heads will oversee the operations of the Manufacturing Facility. An organizational chart can be found in Appendix A of this Staffing Plan.

The Manufacturing staff will be made up of approximately twenty (20) to thirty- (30) full time employees (FTE) in the following positions with the following duties:

Cultivation Department

An organizational chart can be found in Appendix A of this Staffing Plan.

Cultivation Manager (1 FTE)

Mark Benoit will serve as the Cultivation Manager of the NYMG Cobleskill Manufacturing Facility. As required by DOH Regulations, Mark possesses the required experience in good agricultural practices. He currently serves as the [REDACTED] (Mark will be formally hired by NYMG upon the issuance of a registration) His resume is included for reference in Appendix B of this Staffing Plan.

Mr. Benoit Shall:

1. Lead the cultivation team in creating and maintaining good agricultural practices (GAP) standards consistent with NYMG's mission.
2. Manage and maintain the integrity of the greenhouse.
3. Develop and monitor departmental structure to accomplish short-term and long-term goals.
4. Establish and maintain GAPs and standards; provide direction, training and motivation for the cultivation staff; be hands on leader, actively working in the daily cultivation tasks.
5. Manage and support overall plant health and nutrition strategies to include GAPs, sustainable gardening practices and integrated pest management in the greenhouse using only pesticides, herbicides and fungicides approved by the New York State Department of Agriculture.
6. Assist in the management of NYMG's systematic plant records policy.
7. Report to the Operations Director.

Cultivation Assistant Manager (1-2 FTE)

The Cultivation Assistant Manager Shall:

1. Be responsible for greenhouse care and maintenance
2. Be responsible for maintaining high standards and quality in the greenhouse in a safe and efficient manner.

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3. Satisfy duties including but not limited to general plant maintenance, fertilizing, propagation and data entry.
4. Maintain plant health through environmental control and ensure that the automated environmental control system is in working order at all times
5. Occasionally participate in activities outside of the greenhouse to assist with grounds maintenance and routine horticultural activities.
6. Participate in other projects as assigned, such as processing and trimming.
7. Report to the Cultivation Manager.

Grow Maintenance Engineer (2-4 FTE)

The Grow Maintenance Engineer Shall:

1. Be responsible for any and all general maintenance duties including electrical, plumbing, carpentry, welding and any others as needed.
2. Troubleshoot and fix major functions of the machinery.
3. Be physically able to perform duties properly despite long periods of time standing on concrete floors, twisting and bending at waist and lifting up to 70 pounds at a medium to medium-high physical exertion level.
4. Be prepared to work in a variety of extreme hot and cold conditions.
5. Report to Cultivation Assistant Manager.

General Maintenance Engineer (2-3 FTE)

The General Maintenance Engineer Shall:

1. Assist Grow Maintenance Engineers.
2. Maintain exterior including, but not limited to: sidewalks, parking lots, windows, shipping/receiving areas and dumpsters.
3. Maintain interior including, but not limited to: trash receptacles, floor mats, stairwells, restrooms, windows, water fountains, offices and stock area.
4. Maintain external appearance including but not limited to: grass cutting, weed pulling, general maintenance.

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5. Conduct interior maintenance including but not limited to: replacing light bulbs, cleaning vents, minor repairs of fixtures and structures, floor tape and general repair work.
6. Efficiently operate all related tools or accessories associated with maintenance.
7. Report to Cultivation Assistant Manager.

Plant Processors & Trimmers (2-4 FTE)

The Plant Processors and Trimmers Shall:

1. Maintain a clean and organized work environment.
2. Hand trim guard and/or sugar leaves from medical marijuana plants before the drying process using shears, scissors etc.
3. Take instructions and help out on tasks delegated by Cultivation Manager and Cultivation Assistant Manager.
4. Maintain a culture of professionalism and service.
5. Comply with all policies including confidentiality and non-disclosure.
6. Work in a quick and efficient manner.
7. Report to the Cultivation Assistant Manager.

Extraction, Processing and Packaging Department

An organizational chart can be found in Appendix A of this Staffing Plan.

Extraction Manager (1 FTE)

Daniel Kosmal will serve as the Extraction Manager at the NYMG Manufacturing Facility. Daniel is serving as NYMG's extraction consultant in the application process. Daniel will be formally hired by NYMG as Extraction Manager upon the issuance of a registration.)

Daniel Shall:

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1. Be responsible for managing all Extraction and Manufacturing facility operations.
2. Supervise Waters SFE BBES system according to Extraction Standard Operating Procedures.
3. Manage the manufacturing of five brands of medical marijuana with consistent cannabinoid profiles pursuant to the Manufacturing Standard Operating Procedures.
4. Manage the production of five forms of medical marijuana products in accordance with Standard Operating Procedures.
5. Liaise with and answer operational questions and issues raised by cultivation and Dispensing Facility operations as applicable.
6. Assist in the developing of new operations procedures and policies.
7. Report to the Operations Director.

Extraction Associate (1-2 FTE)

The Extraction Associate will have a background in chemistry with a minimum of five (5) years prior experience working in laboratory environment.

The Extraction Associate Shall:

1. Operate the Waters SFE BBES System under the supervision of the Extraction Manager
2. Ensure that all extraction laboratory operations are carried out in accordance with Manufacturing SOPs
3. Ensure that all processing and brand formulations are carried out in accordance with Manufacturing SOPs
4. Ensure that all packaging and labeling of medical marijuana products is carried out in accordance with Manufacturing SOPs
5. Conduct training for Staff member with respect to the Waters SFE BBES machine and properly laboratory procedures according to Manufacturing SOPs
6. Report to the Extraction Manager

Product Processor/Packager (2-4 FTE)

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The Product Processor/Packager Shall:

1. Operate the product packaging machines at the manufacturing facility and enter product into the BioTrackTHC tracking system.
2. Ensure that all medical marijuana products are properly packaged and labeled prior to transport to the Dispensing Facilities.
3. Packager must not be allergic to plants, and should be able to wear a dust respirator and protective gloves.
4. Report to the Extraction Manager and Quality Assurance Officer.

Security/Compliance

Plant Records & Compliance Manager (1)

The Plant Records & Compliance Manager Shall:

1. Be responsible for developing, organizing and managing NYMG's plant records policy and seed-to-sale tracking system
2. Implement policies and procedures for all plant records, retention and reporting.
3. Ensure all NYMG policies and procedures are in compliance with the Department of Health Regulations and New York State Laws.
4. Ensure all NYMG employees are aware of and adhere to policies and procedures to ensure excellent record keeping and compliance with New York State Laws.
5. Provide requisite reports to the New York State Department of Health.
6. Be responsible for entering data into NYMG's plant records and electronic verification system.
7. Respond to compliance inquiries from DOH, state and local law enforcement
8. Maintain plant record files in compliance with New York State Laws and HIPPA compliance.
9. Report to the Quality Assurance Officer.

Security Officer (4-8 FTE)

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The Security Officer shall possess prior experience as a police or corrections officer, military service or a Bachelor's Degree in Criminal Justice

The Security Officer Shall:

1. Maintain a safe and secure environment within and around the facility.
2. Maintain all security and surveillance equipment to ensure it is in proper working order.
3. Make regular examinations and security assessments of the facility and surrounding areas.
4. Ensure that employees are in the proper work areas at all times.
5. Assist in the general maintenance of the surveillance and security system.
6. Report to the Security Director.

Staffing Timeline

Upon the issuance of a Registration, NYMG would hire all Executive Staff, as well as Dr. Evans, Daniel Kosmal and a Cultivation Assistant Manager, the Plant Records/Compliance Manager and multiple Security Officers. Thus, NYMG's Manufacturing Facility Staff would consist of six (6) Executive Staff members, Dr. Evans, Daniel Kosmal, plus a Cultivation Asst. Manager, the Plant Records/Compliance Manager and two Security Officers for a total of 12 employees immediately after the issuance of a Registration. Once the Head House section of the Manufacturing Facility was issued a Temporary Certificate of Occupancy; NYMG would hire an additional Cultivation Asst. Manager and one Grow maintenance engineer and one plant processor/trimmer to maintain the initial Cultivation in the Clone Room as the rest of the Facility was being constructed. Thus, when Cultivation begins NYMG Manufacturing Facility would grow to fifteen (15) employees relatively quickly. One month into cultivation of the initial source material, NYMG would hire one Assistant Associate and two Product Processor/Packagers bringing the grand total to eighteen (18) employees within one month of being granted the Temporary CO. As soon as construction was completed on the rest of the Facility, NYMG would hire an additional Cultivation Asst. Manager, an additional Grow Maintenance Engineer, two

General Maintenance Engineers and two additional plant processors/trimmers bringing the total number of employees to twenty-four (24) within six months of being issued a Registration.

Training Requirements

The Cultivation Manager will conduct training class for all Employees who work in the Cultivation Area.

The classes will recover:

1. OSHA
2. Good Agricultural Practices
3. General Sanitary Practices
4. Trim Machine Safety
5. Proper Medical Marijuana Handling Techniques
6. Pest or Mold Discovery Procedure

The Extraction manager shall:

- (1) Ensure that each person employed by the NYMG Extraction/Processing and Packaging Department 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 of this part, including sanitation and hygiene requirement; and
- (3) Maintain records of any training provided to personnel for the performance of all assigned functions.

Personnel training shall include:

- (1) Instructions regarding regulatory inspection preparedness and law- enforcement interactions;

(2) Information on U.S. federal, state and local laws, regulations, and policies relating to individuals employed at the Manufacturing Facility, and the implications of these for such personnel.

(3) Familiarity with Personnel responsibilities in the SOPs; and

(4) Any further training needed related to the job performed.

Additional training for CO2 extraction operators shall include:

(1) Instruction in safe handling of high pressure CO2;

(2) Training and instruction in the operation of supercritical CO2 extraction machinery;

(3) Training in the prevention and handling of emergencies involving pressurized CO2 gas; and

(4) Instruction in the safe and effective use of protective gear.

Dispensing Facility Staffing Plan

NYMG's mission is to provide safe access to medical marijuana products for patients in need of relief. NYMG's Dispensing Facilities will be a place where patients will feel comfortable getting information about medical marijuana products from experienced professionals. Each Dispensing Facility will be staffed with qualified professionals including a licensed Pharmacist as required

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by DOH Regulations. In addition to the Pharmacist, an Operations Manager with extensive retail management experience will manage each Dispensing Facility.

The following types of positions will staff the day-to-day operations of each NYMG Dispensing Facility:

Operations Manager (4 FTE)

Each Operations Manager shall have extensive experience in retail management.

The Operations Manager Shall:

1. Be responsible for overall management and performance of Dispensing Facility operations.
2. Oversee all Human Resource functions such as recruiting, training, managing and counseling of Dispensing Facility Employees and Dispensing Facility management.
3. Be responsible for all paperwork, compliance, procedures, budgets, cash handling and day-to-day operations at the Dispensing Facility.
4. Address all operations with the Dispensing Facility Pharmacist and act as the liaison to Senior Management.
5. Assist in the development of policies and procedures and be responsible for implementing them with the dispensing facility management and employees
6. Report to the Chief Operating Officer.

Dispensing Facility Pharmacist (4 FTE)

The Dispensing Facility Pharmacists will be Raoul Diamantstein, R.P.H., Mali Bobker PharmD., Ronald Edelstein, R.P.H., and Eugene Daly. Their resumes are attached in Appendix B of this Staffing Plan for reference. All of the Pharmacists will be hired upon the issuance of a registration.

Each Dispensing Facility Pharmacist Shall:

1. Educate patients by explaining the medical advantages of therapeutic medical marijuana products to match the patient needs in accordance with the patient's practitioner issued certification.
2. Help patients by providing information, answering questions, completing payment transactions.
3. Train dispensing facility staff by reviewing and revising product and educational materials, delivering training sessions, reviewing staff job results and assessing needs with the Operations Manager, developing and implementing new product training.
4. Ensure availability of merchandise by maintaining inventories.
5. Secure merchandise by implementing security systems and measures.
6. Protect employees and customers by providing a safe and clean Dispensing Facility environment.
7. Maintain the stability and reputation of Dispensing Facility by ensuring that all legal and compliance requirements are followed.
8. Maintain inventory by checking medical marijuana products to determine inventory levels and anticipating demand.
9. Report to the Operations Manager.

Dispensing Facility Patient Associate (4-8 FTE)

The Dispensing Facility Patient Associate Shall:

1. Stock shelves, answer general customer questions, ring up sales and assist customers as needed.
2. Refer any specific questions regarding medical marijuana products to the Dispensing Facility Pharmacist
3. Effectively communicate with the Operations Manager, the Dispensing Facility Pharmacist and other Dispensing Facility Patient Associates.
4. Report to the Dispensing Facility Pharmacist.

Dispensing Facility Compliance Manager (4 FTE)

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The Dispensing Facility Compliance Manager Shall:

1. Be responsible for all Dispensing Facility patient and medical marijuana product records
2. Ensure compliance with all Dispensing Facility SOPs related to quality assurance and control, recordkeeping and compliance
3. Ensure strict adherence to all HIPAA compliance procedures outlined in Dispensing Facility SOPs
4. Report to the Operations Manager and Quality Assurance Officer

Security Officer (8-16 FTE)

The Security Officer shall possess prior experience as a police or corrections officer, military service or a Bachelor's Degree in Criminal Justice

The Security Officer Shall:

1. Maintain a safe and secure environment within and around the facility.
2. Maintain all security and surveillance equipment to ensure it is in proper working order.
3. Make regular examinations and security assessments of the facility and surrounding areas.
4. Ensure that employees are in the proper work areas at all times.
5. Assist in the general maintenance of the surveillance and security system.
6. Report to the Security Director.

Staffing Timeline

Application Submission to Selection of Registered Organizations

NYMG does not currently employ any members of the Dispensing Facility Staffs. Upon the issuance of the Registration, NYMG will hire four (4) Pharmacists referenced in this Plan and being recruiting for all other positions. By January 2016, NYMG will hire four Operations Managers, four (4) Patient Associates, four (4) Compliances Managers, and two (2) Security

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Officers for each location, bringing the total number of employees at each Facility to six (6) and the total Dispensing Facility employees to twenty-four (24). As the patient population increases NYMG will double the number of Patients Associates to eight (8) and the number of Security Officers to sixteen (16).

Training, Development and Education

- 1. Introduction:** The training and education policy serves to establish a procedure that maintains provision of quality services via a properly credentialed staff.

- 2. Responsibilities**
 - a. The Dispensing Facility Pharmacist will oversee compliance with this policy for all Dispensing Facility employees.
 - b. All NYMG employees will be responsible for adhering to the policies and SOPs in this manual.
 - c. The Chief Legal and Compliance Officer, Quality Assurance Officer and Dispensing Facility Compliance Manager will be responsible for performing audits with respect to these policies.

- 3. Scope:** This policy shall apply to all NYMG Dispensing Facilities.

- 4. Purpose:** This document is designed to provide a formal outline of the procedures that NYMG Dispensing Facilities shall follow in an effort to ensure that Dispensing Facility personnel will receive adequate training coupled with competency evaluations by way of verbal, written, or practical mechanisms.

- 5. Policy**
 - a. All Dispensing Facilities (and Pharmacists) shall maintain proper licensure. Dispensing Facility Pharmacists shall earn the applicable amount of continuing

education credits in order to maintain their New York State Pharmacist license in good standings. Each Dispensing Facility Operations Manager shall ensure that every employee is competent to perform the duties assigned.

- b. All Pharmacists are required to monitor and maintain his or her professional credentials.
- c. All Dispensing Facilities must have trained and experienced, or have timely access to bi-lingual or multi-lingual capabilities necessary for appropriate translation and/or counseling activities.
- d. All Dispensing Facility staff must participate in HIPAA training and understand the importance of secure and confidential patient information.
- e. All Dispensing Facility staff shall engage in BioTrackTHC computer training on proper data input, monitoring and inventory control.
- f. NYMG shall provide continuing education for all Dispensing Facility staff.
 - i. Each and every new employee shall receive on-site training followed by practical evaluation or review. Introductory training may include: the pharmacology of marijuana, contraindications, side effects, adverse reactions, overdose prevention, drug interactions, dosing, routes of administrations, risks and benefits, warning and precautions, abuse and dependence, processes associated with privacy rules, computer usage, CCA refill compliance, comprehension of government standards. All training sessions shall be documented noting attendance, course description and other relevant information.
 - ii. Dispensing Facility staff shall engage in continuing education with respect to changes and updates to the CCA and DOH regulations.

Ongoing Evaluation of Staff Performance

- i. The Quality Assurance team shall take a proactive approach to continuous improvement by monitoring and comparing the price of conformance and compliance to the price of

NEW YORK **MEDICAL GROWERS, LLC**

nonconformance and noncompliance or, measuring the costs associated with ensuring an adequate and realistic level of quality services against losses sustained for failing to achieve it.

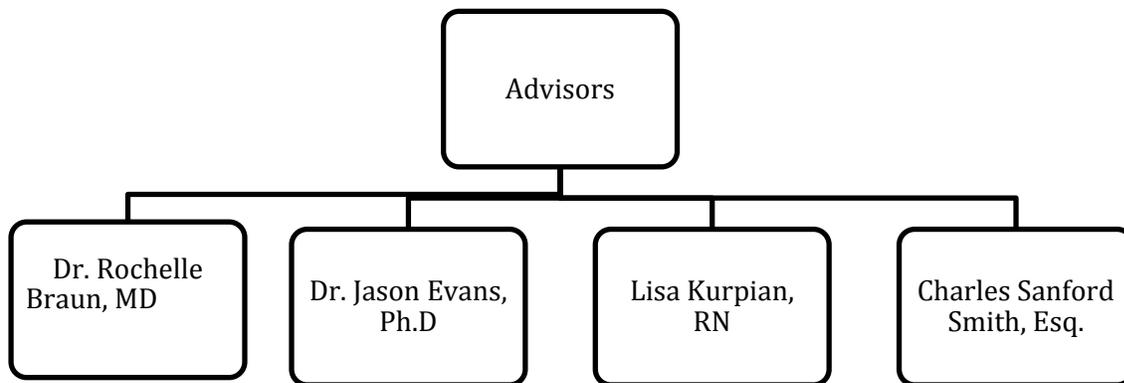
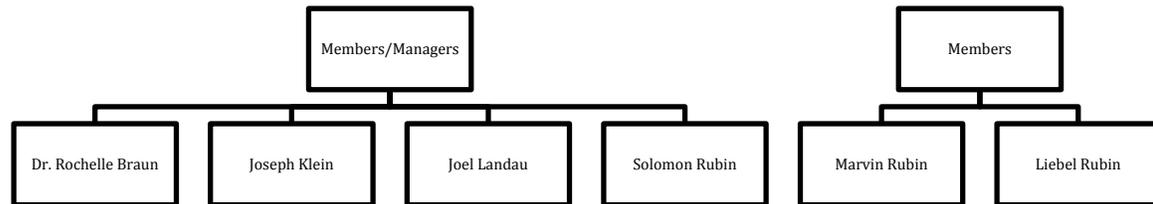
- ii. Dispensing Facility employees shall adhere to NYMG policies and procedures outlined in this manual. Further, Dispensing Facility staff shall be advised of disciplinary actions associated with violations of the law or other intentional or unintentional noncompliance activities.
 - 5. Consequences associated with noncompliance may result in civil or criminal penalties of monetary value, prison time, or both, depending upon the offense.
 - 6. Violations may be subject to disciplinary action, to include written or verbal warnings, suspension, or termination for lack of compliance or conformance to this policy or for failing to report any witnesses or known violation of this policy.

Total Number of Staff Members

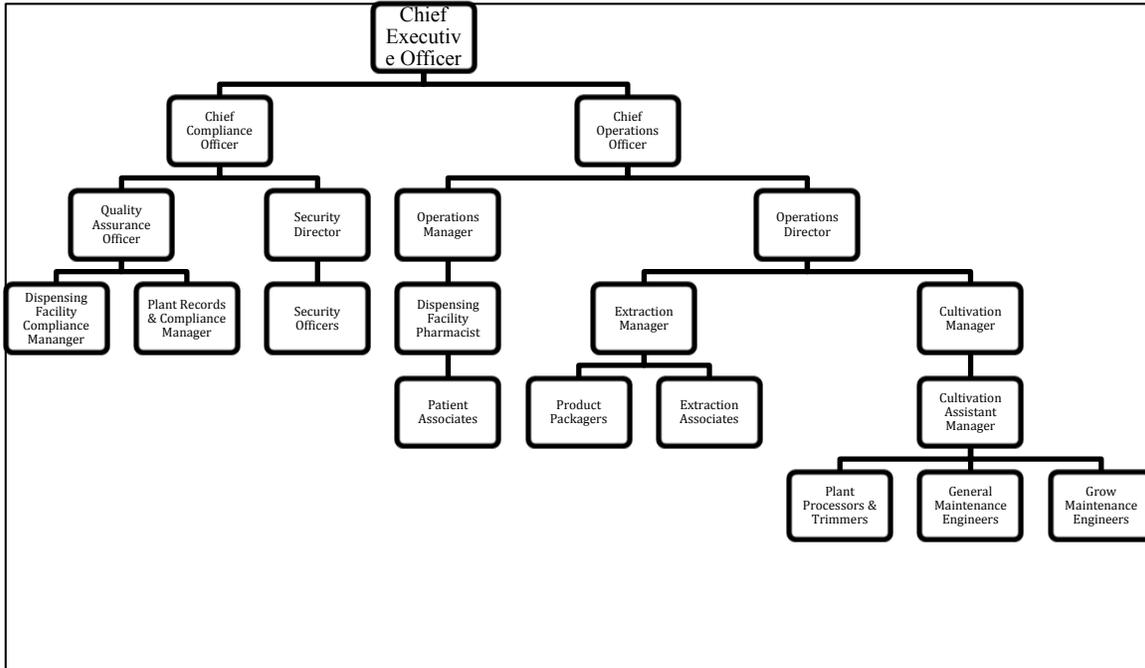
The Manufacturing Facility will employ between 28-44. Each Dispensing Facility will employ between 6-9 employees. Thus at capacity NYMG will employ between 52-80 total employees.

Appendix A: Organizational Charts

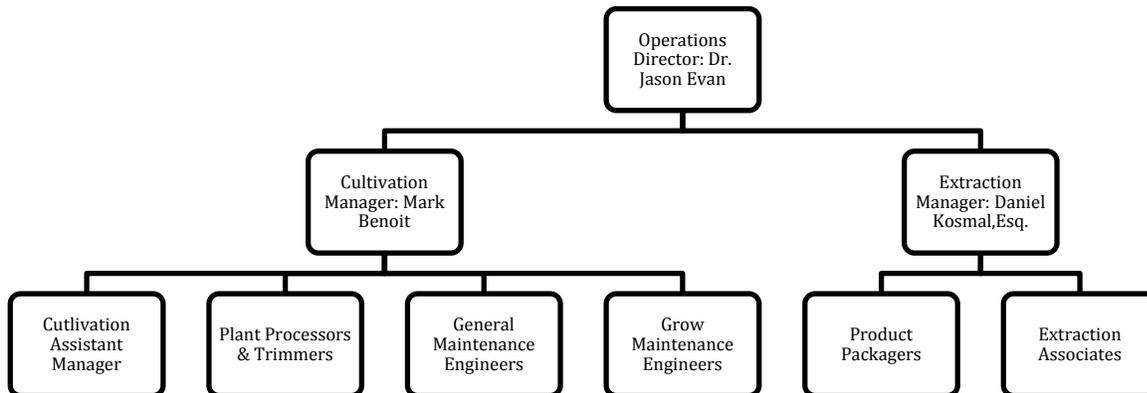
Members/Advisors



New York Medical Growers Organizational Chart



Manufacturing Facility Organizational Chart



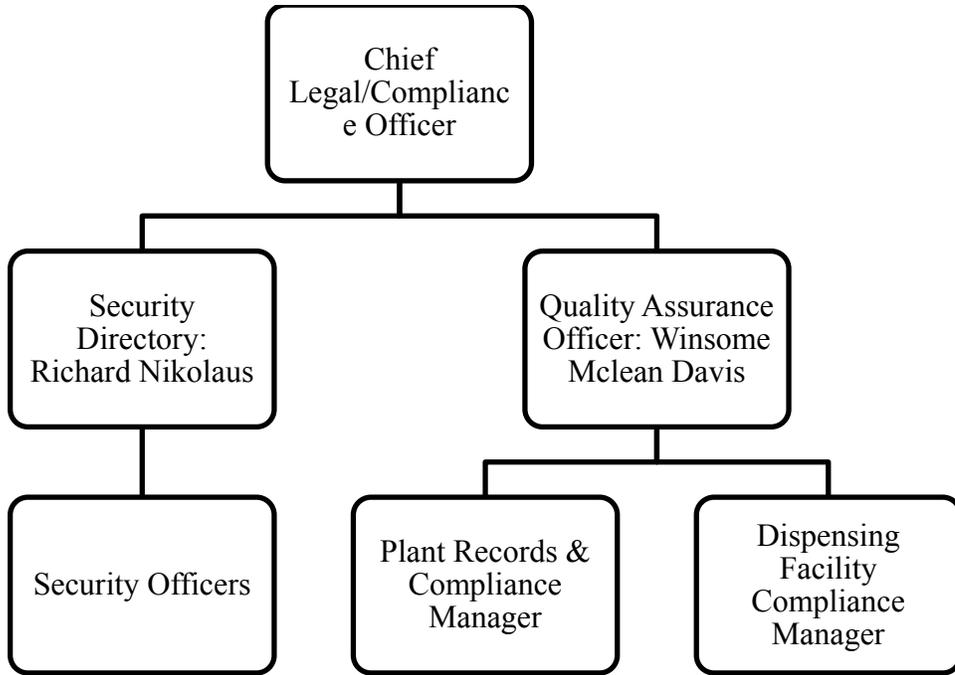
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Dispensing Facility Organizational Chart



Security/Compliance Organizational Chart

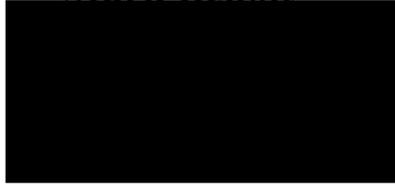
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Appendix B: Resumes

Mark Benoit



Professional Experience

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

Education

Bachelors of Technology (BT), Agricultural Business Management
SUNY Cobleskill, Cobleskill NY; May, 2013

- 3.5 GPA
- Coursework in Operations Management, Economics, Horticulture, Greenhouse Management and Finance
- Participated in hydroponic trust tomato project, hydroponic raft lettuce project, hydroponic gerbera daisy project

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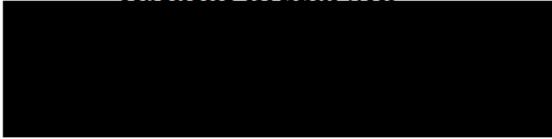
Associates of Applied Science (AAS), Agricultural Business
SUNY Cobleskill, Cobleskill NY; May, 2012

- 3.3 GPA

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

NEW YORK **MEDICAL GROWERS, LLC**

Rochelle Braun, MD



Education:

- Brooklyn College: BA in Nutrition. Graduated Cum Laude: 1977
- New York University: Masters in Nutrition. Graduated Magna Cum Laude: 1979
- Completed 6 Month internship at NYU
- Registered Dietician
- Downstate Medical School Brooklyn, NY: Graduated 1989
- Long Island Jewish, Schneider's Children's Hospital: Residency Internship in Pediatrics. Completed: 1992
- Pediatric Board Certifications: 1995, 2002, 2012

Work Experience:

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

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WINSOME D. McLEAN-DAVIS, LMSW, LNHA



Cell Number:



Energetic, highly motivated Nursing Home Administrator with over twenty years experience in healthcare, whose goal is to enhance the Quality of Life of residents and to participate in the growth of the local community through partnership with other health care organizations.

Accomplishments include:

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

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

PROFESSIONAL EXPERIENCE:

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

EDUCATION:

Master of Science, Health Services Administration
Central Michigan University

November 1999

Masters of Social Work
Howard University

May 1983

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Bachelor of Science, Sociology June 1978
University of West Indies

CONTINUING EDUCATION

Post Master's Certificate in Gerontology June 1995
Brookdale Center on Aging, Hunter College

LICENSURE:

Nursing Home Administrator May 1997
Licensed Masters of Social Work (LMSW) 2009

PROFESSIONAL MEMBERSHIP:

American College of Health Care Administrator (ACHCA – New York City Chapter)
Black Long Term Care Executives (BLTCE)
National Association of Social Workers (NASW)

Jason R. Evans
State University of New York
College of Agriculture & Technology
Cobleskill, NY 12043

████████████████████
Tel. (518) 255-5643

EDUCATION

Ph.D. Natural Resource Economics, West Virginia University, Morgantown, WV (2007)
Dissertation: Determining Consumer Perceptions of and Willingness to Pay for Appalachian Grass-fed Beef: An Experimental Economics Approach

M.S. Agricultural and Resource Economics, West Virginia University, Morgantown, WV (2003)

Thesis: An Economic Analysis of Pasture-Raised Beef Systems in Appalachia

B.A. Economics & Psychology, University of Virginia, Charlottesville, VA (2002)

Summer Study Abroad, Oxford University, Oxford, England (2001)

PROFESSIONAL POSITIONS

Associate Professor, Agricultural Business Management, SUNY Cobleskill (August, 2014 Present)

Assistant Professor, Agricultural Business Management, SUNY Cobleskill (August, 2009 – August, 2014)

Research Assistant Professor, Agricultural & Resource Economics, West Virginia University (November, 2007-July, 2009)

Teaching Assistant, Agricultural & Resource Economics, West Virginia University (2006-2007)

Graduate Research Assistant, Agricultural & Resource Economics, West Virginia University (2002-2006)

Licensed Auctioneer, State of West Virginia (2000-Present)

████████████████████ (2000- Present)

BOOKS, PEER-REVIEWED PUBLICATIONS & PROCEEDINGS

Evans, J., A. Collins, G. D’Souza, C. Brown and M. Sperow. (2011). “Determining Consumer Perceptions of and Willingness to Pay for Appalachian Grass-fed Beef: An Experimental Economics Approach.” *Agricultural and Resource Economics Review*, 40 (2): 233-250.

Mandal, M., J. Evans and G.D’Souza. (2010). *New Advances in Risk Management of Niche Agricultural Products*. Saarbrucken, Germany: VDM Verlag.

Evans, J. and G. D’Souza. (2009). *The Market for Grass-fed Beef in Appalachia: An Experimental Economics Approach to Determining Consumer Perceptions and Retail Potential*.

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Saarbrücken, Germany: VDM Verlag. Evans, J., M. Sperow, G. D'Souza, and E.B. Rayburn. "Stochastic Simulation of Pasture- Raised Beef Production Systems and Implications for the Appalachian Cow-Calf Sector." *Journal of Sustainable Agriculture*, 30(4): 27-51.

Evans, J. and G. D'Souza. "Economics of Pasture-Raised Beef: An Application of @RISK And Stochastic Modeling." In *Proceedings of the IASTED International Conference on Environmental Modeling and Simulation*, St. Thomas, US Virgin Islands, November 29-December 1, 2006. Pp. 77-82.

ACCEPTED PAPERS & PRESENTATIONS

Bird, D., C. Brown and J. Evans. *Save the Humans: A Vision of Sustainable Consumption*. Selected Paper, International Society for Ecological Economics Annual Conference, Oldenberg, Germany, August 22-25, 2010.

Evans, J. "The U.S. Beef Marketing Chain: From Pasture to Plate." Short-course presentation to visiting Uzbekistani farmers and ranchers and West Virginia University, May 2009.

Evans, J. "Is the Grass Greener: Pasture-Based Beef Production in a Changing Economic Environment." Keynote address, Appalachian Grazing Conference, Morgantown, WV, April 2009.

Evans, J. *Assessing the Market Potential for Appalachian Grass-fed Beef*. Selected Poster, Soil and Water Conservation Society's 'Farming With Grass' Conference, Oklahoma City, OK, October 20-22, 2008.

Evans, J. "The Anatomy of an Economic Crisis." Invited Speaker, West Virginia University Collegiate Farm Bureau meeting, Morgantown, WV, October 16, 2008.

Brown, C., S. Juen and J. Evans. *Marketing Omega-3 Enhanced Brook Trout: A Conjoint Analysis*. Selected Paper, Food Distribution Research Society Annual Meeting, Columbus, OH, October 11-15, 2008. Evans, J. *Determining Consumer Perceptions of and Willingness to Pay for Appalachian Grass-fed Beef: An Experimental Economics Approach*. Keynote Address, Food Distribution Research Society Annual Meeting Awards Luncheon, Columbus, OH, October 13, 2008.

Evans, J., G. D'Souza, C. Brown, A. Collins, E. Rayburn and M. Sperow. "Determining Consumer Perceptions of and Willingness to Pay for Appalachian Grass-Fed Beef: An Experimental Economics Approach." Selected Paper, Joint Annual Meeting of the American Agricultural Economics Association and the American Council of Consumer Interests, Orlando, FL, July 27-29, 2008.

Evans, J. "Today's Cattle Industry and Future Viability." Invited Speaker, Joint Meeting of the West Virginia Farm Bureau and the West Virginia University Collegiate Farm Bureau, Morgantown, WV, January 31, 2008.

Evans, J. "The Current U.S. Cattle Market and Thoughts for the Future." Invited Speaker, West Virginia Cattleman's Association Annual Meeting and Beef Short-Course, Morgantown, WV, January 18, 2008.

Evans, J., M. Sperow, and E.B. Rayburn. "Does Going Green Mean More Green? A Comparative Economic Analysis of Conventional and Grass-Fed Beef Production Systems."

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Selected Paper, Northeastern Agricultural And Resource Economics Association Annual Meetings, Annapolis, MD, June 12-15, 2005.

Evans, J., G. D'Souza, M. Sperow, and E.B. Rayburn. "An Economic Analysis of Pasture-Raised Beef Systems in Appalachia." Selected Paper, American Agricultural Economics Association Annual Meeting, Denver, CO, August 1-4, 2004.

MISCELLANEOUS WORK

Evans, J., G. D'Souza, and T. Borisova. Web-based Decision Support Tool for Cattle Producers. Available online December 2008.

Evans, J. and G. D'Souza. "Changes in Water Quality due to Alternative Agricultural Practices and Products." WVU Division of Resource Management Paper RESMWP-05-07. March 2005.

EXTERNAL GRANTS

Awarded: "SUNY Cobleskill Dairy Processing Center". NYS Empire State Development—Mohawk Valley Regional Economic Development Council; October, 2014

Awarded: "Enhancing Access to Healthy Local Foods through Community Education and Expansion of Marketing Opportunities in Schoharie County". United Way of the Capital Region, FY 2014.

Not Awarded: "Expansion of the Schoharie Fresh Online Farmers Market Model". Wallace Center Foundation Food Hub Development Grant Initiative, FY 2014. Submitted April, 2014

In Review: "Establishment of Agricultural Retail Incubator Facilities at SUNY Cobleskill". Appalachian Regional Commission Area Development Grant Initiative, FY 2014. Submitted November 2014.

Not Awarded: "Improving the Agriculture of the Middle using Student Agribusiness Assistance Teams". USDA/Agriculture and Food Research Initiative Competitive Grants Program, FY 2013. Submitted May, 2013

Awarded: "SUNY High Needs Program Funding Initiative: Agricultural Retail Infrastructure at SUNY Cobleskill" Awarded April, 2013

Awarded: "Food Systems Education and Outreach at SUNY Cobleskill". USDA/NIFA Non Land Grant Competitive Grant. Awarded August 2012.

Not Awarded: "Facilitating Success in Local and Regional Food Marketing in Eastern New York". Northeast Sustainable Research & Education Pre-Proposal. Submitted July 2012.

Not Awarded: "Enhancing the capacity of local food systems in Eastern and Central New York to improve food security outcomes: An integrated approach". USDA/Agriculture and Food Research Initiative Competitive Grants Program, FY 2012 "Food Security" program area. Submitted February 2012.

Investigator, New York State Department of Health "Creating Healthy Places to Live, Work and Play" Grant; 2011-2013

Investigator, "Aquaculture Product and Market Development", Grant 11. USDA/NIFA (National Institute of Food and Agriculture). \$9,950 Funding for Linear Programming Analysis, Summer, 2011

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Investigator and Co-Author, “Aquaculture Product and Market Development”, Grant 11. USDA/NIFA (National Institute of Food and Agriculture). \$24,000 FY 2009 funding for Economic/Budget Analysis.

Investigator, “Economic Pasture-Based Beef Systems for Appalachia”, 2002-2009. USDA/ARS.

TEACHING EXPERIENCE

Intro Ag Business Management & Ag Econ (AGBU 104), SUNY Cobleskill

Agricultural Economics (AGBU 103), SUNY Cobleskill

Operations Management (AGBU 107), SUNY Cobleskill

Global Wine Marketing (AGBU 199), online, SUNY Cobleskill

Value-Added Production and Marketing (AGBU 299), SUNY Cobleskill

Agricultural Sales & Sales Management (AGBU 328), SUNY Cobleskill

Agricultural Economics & Geography (AGBU 341), SUNY Cobleskill

Intermediate Agricultural Economics (AGBU 342), SUNY Cobleskill

Food System Regulation (AGBU 399), SUNY Cobleskill

Agricultural Policy (AGBU 420), SUNY Cobleskill

Environmental Issues in Agriculture (AGBU 440), SUNY Cobleskill

Agricultural Business Fellows (AGBU 443), SUNY Cobleskill

Agricultural Business Internship (AGBU 450), SUNY Cobleskill

Quantitative Methods for Ag Bus Mgmt. (AGBU 470), SUNY Cobleskill

Quantitative Methods in Resource Economics (ARE 621), West Virginia University

Introductory Agricultural and Agribusiness Economics (ARE 150), West Virginia University

Marketing Livestock Products (ARE 435), West Virginia University

Agribusiness Finance (ARE 461), West Virginia University (Teaching Assistant)

Principles of Microeconomics (ECON 201), West Virginia University (Teaching Assistant)

AWARDS & HONORS

SUNY Cobleskill, “Student Affairs Faculty Special Recognition Award” (2014)

SUNY Cobleskill, Inaugural recipient of “You Rock” Award; received two additional times (2013,2014)

SUNY Cobleskill “Student Affairs Faculty Special Recognition Award” (2013)

SUNY Cobleskill Agricultural Council’s “Innovations in Agriculture” Faculty Award (2013)

SUNY Cobleskill “Student Affairs Faculty Special Recognition Award” (2012)

New York State FFA Officer Team “MVP” Award (2012)

SUNY Cobleskill “Standing Ovation” Award for Teaching (2011)

The Food Distribution Research Society’s William Apple Baum Memorial Scholarship Award for

Doctoral research in food distribution and marketing (2008)

Honorary Alumni, Alpha Gamma Rho Agricultural Fraternity, West Virginia University (2008)

Induction into Gamma Sigma Delta, the Honor Society of Agriculture (2004)

Agricultural and Resource Economics Outstanding M.S. Thesis Award, West Virginia University (2003-2004)

Intermediate Honors, University of Virginia (2001)

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Echols Scholar, University of Virginia (1998-2002)

COLLEGE, DEPARTMENTAL & COMMUNITY SERVICE

Faculty Liaison and Coordinator, Schoharie Fresh Online Farmers' Market, SUNY Cobleskill (2012 –Present)

Campus Liaison, Start-Up New York, SUNY Cobleskill (December, 2013 – Present)

Faculty co-advisor, Agricultural Council, SUNY Cobleskill (January, 2013 – Present)

Member, Chancellors Award for Student Excellence Selection Committee (2014 and 2015)

Member, Tobacco Free Ad-Hoc Committee, SUNY Cobleskill (September, 2013 – Present)

Advisor, Epsilon Pi Tau Honor Society, SUNY Cobleskill (August, 2012- Present)

Board of Directors, Schoharie County Community Action Program (January, 2012 – Present)

Member, Honors Advisory Council, SUNY Cobleskill (February, 2012 – Present)

Advisor, American Animal Producers' Club (AAPC), SUNY Cobleskill (August, 2009 – Present)

Advisor, Livestock Show Team, SUNY Cobleskill (May, 2010 – Present)

Secretary, Fiscal Affairs and Strategic Planning Committee, SUNY Cobleskill (January, 2010 – Present)

Member, Internship Task Force, SUNY Cobleskill (September, 2010 – Present)

Member, Second Century Initiative Planning Committee, SUNY Cobleskill (September, 2010 – Present)

Active Member of planning committees for SUNY Cobleskill's forthcoming Masters Degree Program in Agricultural Business and Rural Business Development Center

Presenter, "Exploring the Local Food Movement", Farmers' Museum First Annual Conference on Food (November, 2014)

Presenter, "US Agricultural Policy", SUNY Cobleskill Faculty Chat Session, Coby's Café, October, 2013

Presenter, "Marketing Grass-fed Beef", Schoharie County Sunshine Fair (August, 2010)

Presenter, "U.S. Agricultural Policy: An Introductory Exploration", Nanjing Agricultural University's

Visiting Chinese students (July, 2010)

Presenter, "Marketing Sustainability", SUNY Cobleskill Sustainability Coordinator programming

Presentation (November, 2010)

Discussion Leader, "Thinking About Graduate School", SUNY Cobleskill Resident Assistant programming

Presentation (April, 2010 & October, 2010)

Interim Advisor, Woodsmen's Club, SUNY Cobleskill (April, 2010)

Member, New York Farm Bureau; Participant in policy development discussions (August, 2010 – Present)

Coordinated annual classroom charity initiatives for the Schoharie County Community Action Program's holiday initiatives and the Animal Shelter of Schoharie Valley (2009 & 2010)

PROFESSIONAL DEVELOPMENT

NEW YORK **MEDICAL GROWERS, LLC**

National Block and Bridle Convention, Springfield Missouri, April, 2014
James Beard Food Conference, New York, New York, October, 2013
SUNY Cobleskill AGBU 270 Field Studies trip to Ireland, May, 2013
SUNY Cobleskill AGBU 270 Field Studies trip to California, May, 2012
SUNY Cobleskill AGBU 270 Field Studies trip to China, May, 2011
SUNY Cobleskill AGBU 270 Field Studies trip to Chicago, Indianapolis and St. Louis, May 2010.
Chicago Mercantile Exchange Commodity Webinar, “A Live Discussion of Current Grain Market Issues And Outlook.” Morgantown, WV, March, 2008.
WVU-ITRC Luncheon Seminar, “Online Course Development.” Morgantown, WV, March, 2008.
American Agricultural Economics Association Webinar, “Utilizing Conjoint Analysis.” Morgantown, WV, March 5, 2008.
West Virginia Small Farms Conference, Morgantown, WV, February 26-28, 2008.
WVU-ITRC Brown-Bag Luncheon Seminar, “Best Practices in Online Teaching.” Morgantown, WV, February 14, 2008.
West Virginia Cattlemen’s Association Annual Meeting and Beef Short-Course, Morgantown, WV, January 18-19, 2008.
Future Harvest-Chesapeake Alliance for Sustainable Agriculture (CASA) annual conference, Hagerstown, MD, 2004-2005.

PROFESSIONAL MEMBERSHIPS & INVOLVEMENT

American Agricultural Economics Association
Food Distribution Research Society
Northeastern Agricultural and Resource Economics Association
Reviewer, Journal of Agricultural & Applied Economics (2011)
Reviewer, Agriculture and Human Values (2011)
Reviewer, HortScience (2008)
Reviewer, Agricultural and Resource Economics Review (2006)

ADVISING and GRADUATE STUDENT COMMITTEE SERVICE

Currently advising 70 Agricultural Business AAS, BT and BS students, SUNY Cobleskill
Graduate Committee Chair, M. Mandal, Ph.D. in Natural Resource Economics, West Virginia University. Dissertation: Essays on Risk Management Applications to Appalachian Grass-fed Beef. (August 2010).
Graduate Committee Chair, E. Martinez, M.S. in Agricultural and Resource Economics, West Virginia University. Thesis: A Market Assessment of Greenhouse Products and Associated Rural Development in Semi-Arid Regions of Mexico. (December 2009).
Committee Member, T. Tuckwiller. Non-Thesis M.S. in Agriculture, West Virginia University (May, 2009).
Committee Member, D. Blosser, Non-Thesis M.S. in Agriculture, West Virginia University (May, 2009)

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Committee Member, A. Alemayehu, Non-Thesis M.S. in Agricultural & Resource Economics, West Virginia University (May, 2009)

Committee Member, R. Vaughn, Non-Thesis M.S. in Agriculture, West Virginia University (December, 2008)

Committee Member, L. Shockey, M.S. in Agriculture, West Virginia University (December, 2008).

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Raoul Diamantstein, R.P.H.

[REDACTED]
New York State Pharmacist License # 30136

Personal Description

Licensed pharmacist in New York State.

[REDACTED], ([REDACTED])
[REDACTED]

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

Education

1972 - B.S. Biology, Hunter College

1975 – B.S., Pharmacy, L.I.U. Brooklyn College of Pharmacy

Honors and Awards

1976 – Rho Chi Honors Society

Professional Experience

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

NEW YORK **MEDICAL GROWERS, LLC**

MALI BOBKER, PharmD.

Personal Description

Licensed pharmacist in New York with PharmD. Degree and over [REDACTED]. Skilled at prescription processing, resolution of drug interactions and contraindications, patient counseling, communication with other healthcare professionals, and resolving insurance/third party related issues. Also some experience with compounding. Personable and a team-player, dedicated to improving patient outcomes as well as quick and accurate dispensing of prescriptions.

Education

Doctor Pharmacy
Arnold & Marie Schwartz College of Pharmacy, Long Island University,
Brooklyn, NY 2003-2008

Undergraduate studies,
New York University
New York, New York, 2001-2003

Honors and Awards

Long Island University
Valedictorian, College of Pharmacy, Class of 2008
College Silver Medal Award, 2008
Merck Award, 2008
Dean's List, 2003-2008
Alpha Chi Honors Society, 2004-2008
Rho Chi Honors Society, 2005-2008
Who's Who Among Students in American Universities and Colleges, 2006

NYU

Dean's List, 2001-2003

Professional Society Memberships

American Pharmacy Association-Academy of Student Pharmacists
American Society of Health-System Pharmacists
New York Society of Health-System Pharmacists

School Activities

Curriculum Committee – Student Liaison, 2005-2006

Volunteer/Community Service

NEW YORK **MEDICAL GROWERS, LLC**

[Redacted]

Work Experience

[Redacted]

Experiential Rotations, 2007-2008

Internal Medicine I and II, SUNY Downstate

[Redacted]

Other

[Redacted]

Ronald Edelstein, R.P.H.

[REDACTED]
New York State Pharmacist License # 32846

Personal Description

Licensed pharmacist in New York State.

[REDACTED]

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

Education

1978 - B.S. Pharmacy, St. John's University, Queens

Professional Experience

1978-Present

Prescription processing, compounding, resolution of drug interactions and contraindications, patient counseling, and resolving insurance/third party related issues.

Presently -

[REDACTED]

NEW YORK **MEDICAL GROWERS, LLC**

ATTACHMENT K

NEW YORK **MEDICAL GROWERS, LLC**

Attachment K: ISP Letters

May 28, 2015

Joseph Klein
Chief Executive Officer
New York Medical Growers, LLC
2926 Avenue L
Brooklyn, NY 11210

Dear Mr. Klein:

As you requested, this letter confirms that Time Warner Cable (TWC) can provide Internet connectivity at the following addresses, with the understanding that non-standard installation and/or construction costs may apply, upon completion of a thorough site survey:

223 Mineral Springs Road Cobleskill, NY

448 Sand Creek Road Albany, NY

2319 Sheridan Drive Buffalo, NY

32-56 Steinway Street Queens, NY

The level of service is sufficient for your proposed Registered Organization's manufacturing and dispensing facilities. TWC understands that this letter will be included as part of your application to the Department of Health to become a Registered Organization.

Please feel free to contact us if you have any further questions or need more information.

Kevin Egan Sales Manager Gov't/Education

130 Washing

NEW YORK **MEDICAL GROWERS, LLC**



200 Jericho Quadrangle
Jericho, NY 11753

June 1, 2015

Joseph Klein
Chief Executive Officer
New York Medical Growers, LLC
2926 Avenue L
Brooklyn, NY 11210

Dear Mr. Klein:

As you requested, this letter confirms that Cablevision (Optimum) can provide Internet connectivity at the following addresses:

294 Main St Nyack, NY 10960

NEW YORK **MEDICAL GROWERS, LLC**

ATTACHMENT L

NEW YORK **MEDICAL GROWERS, LLC**

Attachment L: Growth to Approved Products Timeline

Attachment L: Estimated Timeframe from Growing to Production of a Final Approved Product

Initial Cultivation Process

2 Weeks for seeds to germinate
2 Weeks for growth
8 Weeks for flowering
2 Weeks (minimum) for drying/cure (Ideally 3-4 weeks)

14-16 Weeks for the Production of Marijuana ready for processing

The Extraction Process approximately = 1 week

The Manufacturing Process will vary for different forms

Metered oil for vaporization will take the longest since cartridges need winterization, another 4 days

Brand processing can only be started after testing results = Approx. 1 week

Brand processing for 5 brands = 1 day

Oromucosal packaging can be done immediately after brand processing, and will take a day or 2 with for all five brands.

Oromucosal sprays = 2 days

Capsules = 10 days (3 days + 7 days for drying/curing)

Metered Oil Vapor Cartridges = 6 days (3 day de-waxing then Brand processing)

First products can be produced within one week with a full line of all products in all forms in three weeks plus a week for product testing before release

Total Processing Time = 3-4 Weeks

Total Time from Growing Marijuana to Final Approved Product = 17-20 Weeks

NEW YORK **MEDICAL GROWERS, LLC**

Attachment L: Growth to Approved Products Timeline

Attachment M

NEW YORK **MEDICAL GROWERS, LLC**

Attachment M: Compliance Statement

Attachment M: Compliance Statement

Attachment M: Affirmation
New York Medical Growers, LLC

June 4, 2015

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

Re: Application for N.Y.S. Medical Marijuana Program Registration

Dear Commissioner Zucker:

This document certifies that New York Medical Growers, LLC is able to comply with all applicable state and local laws and regulations relating to the activities in which it intends to engage under this registration pursuant to 10 NYCRR § 1004.5(b)(8).



Joseph Klein, CEO

New York Medical Growers, LLC
Application for Registration as a Registered Organization
Attachment M: Affirmation

NEW YORK **MEDICAL GROWERS, LLC**

Attachment M: Compliance Statement

**THE
VILLAGE
OF
COBLESKILL**



www.cobleskillpolice.com

COBLESKILL POLICE DEPARTMENT

CHIEF RICHARD BIALKOWSKI

378 MINERAL SPRINGS RD

COBLESKILL, NY 12043

518-234-2923

May 27th, 2015

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

Re: Application for N.Y.S. Medical Marijuana Program Registration

Dear Commissioner Zucker:

I am writing this letter on behalf of New York Medical Growers, LLC application to become a Registered Organization with your Department to manufacture and dispense medical marijuana. After having spoken with the applicant, I have no reason to believe that the applicant will not comply with all applicable state and local laws. The applicant has previously reached out to the Cobleskill Police Department to discuss their project and even sought out recommendations for a Security Consultant as well as inquired about retired law enforcement officers working as Security Officers. I was able to provide the applicant with some suggestions and appreciate their efforts to involve the local community and the Cobleskill Police Department in their application process. I fully expect that they will be cooperative with all requirements of the application process.

I have been advised that the applicant has hired Richard Nikolaus to serve as their Security Consultant. Richard is a former certified police officer with the Schoharie County Sheriff's Office and has extensive experience with security management and operations in the pharmaceutical industry. I am confident that Mr. Nikolaus, utilizing his knowledge, skills, and experience, will ensure that the applicant complies with all applicable state and local laws. Should the applicant be granted a registration, I look forward to working with them in the future. Also, the applicant's proposed location is in very close proximity to the Cobleskill Police Department.

Should you have any questions regarding this letter, please feel free to contact me. Thank you.

Sincerely,

Richard Bialkowski, Chief of Police

NEW YORK **MEDICAL GROWERS, LLC**