



Section A: Business Entity Information

1. Business Name: Mindful Medical New York, LLC
2. Organization Type (choose one): [X] For-profit [] Non-profit
3. Business Type (choose one): [] Corporation [X] Limited Liability Company [] Sole Proprietorship [] General Partnership [] Limited Partnership [] Other:
4. Phone: 917-974-6492 5. Fax: 888-858-9074 6. Email: [REDACTED]
7. Business Address: 450 Seventh Avenue
8. City: New York 9. State: New York 10. ZIP Code: 10123
11. Mailing Address (if different than Business Address): Same
12. City: 13. State: 14. ZIP Code:

Section B: Primary Contact Information

15. Name: Mark Justh 16. Title: CEO
17. Phone: [REDACTED] 18. Fax: [REDACTED] 19. Email: [REDACTED]
20. Mailing Address: [REDACTED]
21. City: [REDACTED] 22. State: [REDACTED] 23. ZIP Code: [REDACTED]

Section C: Proposed Manufacturing Facility Information

24. Proposed Facility Name: MiNDFUL MEDiCAL Manufacturing Center
25. Proposed Facility Address: 4337 Lebanon Road
26. City: Eaton 27. State: NY 28. ZIP Code: 13334
29. County: Madison
30. Property Status (choose one): [] Owned by the applicant [X] Leased by the applicant [] Other:
If you checked "Other" above, describe the property status in the field provided.
31. Proposed Hours of Operation:
Monday: 7:00 AM to 6:00 PM Friday: 7:00 AM to 6:00 PM
Tuesday: 7:00 AM to 6:00 PM Saturday: 7:00 AM to 4:00 PM
Wednesday: 7:00 AM to 6:00 PM Sunday: 7:00 AM to 4:00 PM
Thursday: 7:00 AM to 6:00 PM

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



32. Proposed Facility Name: N/A		
33. Proposed Facility Address:		
34. City:	35. State: NY	36. ZIP Code:
37. County:	38. Property Status (choose one): <input type="checkbox"/> Owned by the applicant <input type="checkbox"/> Leased by the applicant <input type="checkbox"/> Other: If you checked "Other" above, describe the property status in the field provided.	
39. Proposed Hours of Operation:		
Monday:	to	Friday: to
Tuesday:	to	Saturday: to
Wednesday:	to	Sunday: to
Thursday:	to	
Section D: Proposed Dispensing Facility #1 Information		
40. Proposed Facility Name: MiNDFUL MEDiCAL Dispensary Facility		
41. Proposed Facility Address: 315 Court Street		
42. City: Binghamton	43. State: NY	44. ZIP Code: 13902
45. County: Broome	46. Property Status (choose one): <input type="checkbox"/> Owned by the applicant <input checked="" type="checkbox"/> Leased by the applicant <input type="checkbox"/> Other: If you checked "Other" above, describe the property status in the field provided.	
47. Proposed Hours of Operation:		
Monday:	8:00 AM to 8:00 PM	Friday: 8:00 AM to 8:00 PM
Tuesday:	8:00 AM to 8:00 PM	Saturday: 8:00 AM to 8:00 PM
Wednesday:	8:00 AM to 8:00 PM	Sunday: 8:00 AM to 8:00 PM
Thursday:	8:00 AM to 8:00 PM	
Section E: Proposed Dispensing Facility #2 Information		
48. Proposed Facility Name: MiNDFUL MEDiCAL Dispensary Facility		
49. Proposed Facility Address: 392 Pearl Street		
50. City: Buffalo	51. State: NY	52. ZIP Code: 14202
53. County: Erie	54. Property Status (choose one): <input type="checkbox"/> Owned by the applicant <input checked="" type="checkbox"/> Leased by the applicant <input type="checkbox"/> Other: If you checked "Other" above, describe the property status in the field provided.	



55. Proposed Hours of Operation:		
Monday: 8:00 AM to 8:00 PM	Friday: 8:00 AM to 8:00 PM	8:00 AM to 8:00 PM
Tuesday: 8:00 AM to 8:00 PM	Saturday: 8:00 AM to 8:00 PM	8:00 AM to 8:00 PM
Wednesday: 8:00 AM to 8:00 PM	Sunday: 8:00 AM to 8:00 PM	8:00 AM to 8:00 PM
Thursday: 8:00 AM to 8:00 PM		
Section F: Proposed Dispensing Facility #3 Information		
56. Proposed Facility Name: MiNDFUL MEDiCAL Dispensary Facility		
57. Proposed Facility Address: 60 Fullerton Avenue		
58. City: Yonkers	59. State: NY	60. ZIP Code: 10704
61. County: Westchester	62. Property Status (choose one): <input type="checkbox"/> Owned by the applicant <input checked="" type="checkbox"/> Leased by the applicant <input type="checkbox"/> Other: If you checked "Other" above, describe the property status in the field provided.	
63. Proposed Hours of Operation:		
Monday: 8:00 AM to 8:00 PM	Friday: 8:00 AM to 8:00 PM	8:00 AM to 8:00 PM
Tuesday: 8:00 AM to 8:00 PM	Saturday: 8:00 AM to 8:00 PM	8:00 AM to 8:00 PM
Wednesday: 8:00 AM to 8:00 PM	Sunday: 8:00 AM to 8:00 PM	8:00 AM to 8:00 PM
Thursday: 8:00 AM to 8:00 PM		
Section G: Proposed Dispensing Facility #4 Information		
64. Proposed Facility Name: MiNDFUL MEDiCAL Dispensary Facility		
65. Proposed Facility Address: 800 Third Avenue		
66. City: Brooklyn	67. State: NY	68. ZIP Code: 11232
69. County: Kings	70. Property Status (choose one): <input type="checkbox"/> Owned by the applicant <input checked="" type="checkbox"/> Leased by the applicant <input type="checkbox"/> Other: If you checked "Other" above, describe the property status in the field provided.	
71. Proposed Hours of Operation:		
Monday: 8:00 AM to 8:00 PM	Friday: 8:00 AM to 8:00 PM	8:00 AM to 8:00 PM
Tuesday: 8:00 AM to 8:00 PM	Saturday: 8:00 AM to 8:00 PM	8:00 AM to 8:00 PM
Wednesday: 8:00 AM to 8:00 PM	Sunday: 8:00 AM to 8:00 PM	8:00 AM to 8:00 PM
Thursday: 8:00 AM to 8:00 PM		



Section H: Legal Disclosures

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

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

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

OR

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

Yes No

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

74.

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

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

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

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



75. Has construction, lease, rental, or purchase of the manufacturing facility been completed? [X]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? [X]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. [X] The applicant has enclosed a non-refundable application fee in the amount of \$10,000.

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

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

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

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

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

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

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

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



83. The applicant has attached an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures, and contains the components set forth in 10 NYCRR § 1004.5(b)(4), and labeled the operating plan as "**Attachment D – Operating Plan**" with the information clearly labeled and divided into the following sections:
- Section 1 - Manufacturing (§ 1004.5(b)(4))
 - Section 2 - Transport and Distribution (§ 1004.5(b)(4))
 - Section 3 - Dispensing and Sale (§ 1004.5(b)(4))
 - Section 4 - Devices (§ 1004.5(b)(4)(i))
 - Section 5 - Security and Control (§ 1004.5(b)(4)(ii))
 - Section 6 - Standard Operating Procedure (§ 1004.5(b)(4)(iii))
 - Section 7 - Quality Assurance Plans (§ 1004.5(b)(4)(iv))
 - Section 8 - Returns, Complaints, Adverse Events and Recalls (§ 1004.5(b)(4)(v))
 - Section 9 - Product Quality Assurance (§ 1004.5(b)(4)(vi))
 - Section 10- Recordkeeping (§ 1004.5(b)(4)(vii))
84. The applicant has attached copies of the organizational and operational documents of the applicant, pursuant to 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: Mark Justh]

96. Date Signed: 6/3/2015

97. Print Name: Mark Justh

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

Notary Name:

[Handwritten signature: Stephen J Burnett]

Notary Registration Number:

[Handwritten number: 01B46288234]

Notary (Notary Must Affix Stamp or Seal)

Date:

[Handwritten date: 6/3/15]





P.O. Box 1346
Arvada, CO 80001-1346
(303) 422-6221

Check Purpose SHARE WITHDRAWAL Check# [REDACTED] \$210,000.00
Acct [REDACTED] MINDFUL MEDICAL Effect: 06/03/15 Post: 06/03/15 Tlr: 0175

ID DUE DATE PRINCIPAL INTEREST FEES NEW BALANCE TRAN AMOUNT SEQ

(See receipt for reference)

NEW YORK STATE DEPARTMENT OF HEALTH

RE:MINDFUL MEDICAL NEW YORK, LLC

Moving You Ahead.



P.O. Box 1346
Arvada, CO 80001-1346
(303) 422-6221

PARTNER COLORADO CREDIT UNION

DATE

06/03/15

AMOUNT

\$****210,000.00

PAY** Two Hundred Ten Thousand and 00/100 DOLLARS **



TO THE
ORDER
OF

NEW YORK STATE DEPARTMENT OF HEALTH

RE:MINDFUL MEDICAL NEW YORK, LLC

OFFICIAL CHECK

VOID AFTER 90 DAYS

Sundie Seepried

Authorized Signature

MP



ENDORSE HERE:

X

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

HARLAND CLARKE M19938 50094244

The following security features (and others not listed) exceed industry standards:

Security Features

Document appearance if altered:

Security Screen

♦ Absence or modification of "Original Document" screen on back of check

Chemical Sensitivity

♦ Colored stains or spots appear with chemical alteration

Question 72

Supporting Statement

Statement to support Question 72 of Mindful Medical New York's Application for Registration as a Registered Organization

The following are details of prior discharge in bankruptcy or insolvency in any court action for controlling person/s, manager/s, principal stakeholder/s and officer/s of the applicant, Mindful Medical NY, LLC:

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

Question 73

Supporting Statement

Statement to support Question 73 of Mindful Medical New York's Application for Registration as a Registered Organization

The following are all goods, leases and services of equal or greater value than five hundred dollars per year that will be provided to the applicant, Mindful Medical NY, by firms, associations, foundations, trusts, partnership corporations or other entities in which controlling person/s, manager/s, principal stakeholder/s, officer/s, or corporate general partner/s maintain an interest of ten percent or greater:

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

Question 74

Supporting Statement and Required
Documents

Statement to support Question 74 of Mindful Medical New York's Application for Registration as a Registered Organization

A.1

The applicant, Mindful Medical New York, LLC is a 49.3% owned corporate subsidiary of New York Canopy Venture Group, LLC. The address of New York Canopy Venture Group, LLC is P.O. Box 511, Wilmington, DE, 19899. The primary activities of New York Canopy Venture Group, LLC involve assisting in the management of daily operations and finances of Mindful Medical New York, LLC. The extent to which the entity will be involved in the activities of the applicant, and responsible for the contractual and financial obligations of the applicant is 49.3% of the total involvement. New York Canopy Venture Group, LLC has common ownership among Meristem Partners, LLC which is owned by the following natural persons: Kevin Daly: ██████%; Megan Sanders: ██████%; Patrick Pericak: ██████%; Erik Williams: ██████%; Charles Feldmann: ██████%; Jeff White: ██████%; Tom Regan: ██████%; Mark Frechette: ██████%.

A.2

The applicant, Mindful Medical New York, LLC is a 49.3% owned corporate subsidiary of RAM Holdings Group, LLC. The address of Ram Holdings Group, LLC is 450 Seventh Avenue, Suite 2701, New York, New York 10123. Primary activities of Ram Holdings Group, LLC involve assisting in the management of daily operations and finances of Mindful Medical New York, LLC. The extent to which the entity will be involved in the activities of the applicant, and responsible for the contractual and financial obligations of the applicant is 49.3% of the total involvement. RAM Holdings Group, LLC has common ownership owned by the following natural persons: Matthew Kibble: ██████%; Ron Goldenberg: ██████%, Mike Dolan: ██████%; Matthew Tollin: ██████%; Bartlett Witherspoon: ██████%; Barry Frankel: ██████%; Mark Justh: ██████%; Tom Donahue: ██████%

~See Attached Documents~

Statement to support Question 74 of Mindful Medical New York’s Application for Registration as a Registered Organization

B.1

The applicant, Mindful Medical New York, LLC is a 49.3% owned corporate subsidiary of New York Canopy Venture Group, LLC. The address of New York Canopy Venture Group, LLC is P.O. Box 511, Wilmington, DE, 19899. The primary activities of New York Canopy Venture Group, LLC involve assisting in the management of daily operations and finances of Mindful Medical New York, LLC. The extent to which the entity will be involved in the activities of the applicant, and responsible for the contractual and financial obligations of the applicant is 49.3% of the total involvement. New York Canopy Venture Group, LLC has common ownership among Meristem Partners, LLC which is owned by the following natural persons: Kevin Daly: ██████%; Megan Sanders: ██████%; Patrick Pericak: ██████%; Erik Williams: ██████%; Charles Feldmann: ██████%; Jeff White: █%; Tom Regan: █%; Mark Frechette: █%.

B.2

The applicant, Mindful Medical New York, LLC is a 49.3% owned corporate subsidiary of RAM Holdings Group, LLC. The address of Ram Holdings Group, LLC is 450 Seventh Avenue, Suite 2701, New York, New York 10123. Primary activities of Ram Holdings Group, LLC involve assisting in the management of daily operations and finances of Mindful Medical New York, LLC. The extent to which the entity will be involved in the activities of the applicant, and responsible for the contractual and financial obligations of the applicant is 49.3% of the total involvement. RAM Holdings Group, LLC has common ownership owned by the following natural persons: Matthew Kibble: ██████%; Ron Goldenberg: █%, Mike Dolan: █%; Matthew Tollin: █%; Bartlett Witherspoon: ██████%; Barry Frankel: █%; Mark Justh: █%; Tom Donahue: █%

~See Attached Documents~

Purpose	Relevant Document
Indicate obligations of RAM Holdings Group, LLC to Mindful Medical NY, LLC	Operating Agreement of Mindful Medical NY, LLC
Indicate obligations of New York Canopy Ventures, LLC to Mindful Medical NY, LLC	Operating Agreement of Mindful Medical NY, LLC
Demonstrate the RAM Holdings Group, LLC Organizational Capacity	Certificate of Formation and Operating Agreement of RAM Holdings Group, LLC
Demonstrate the New York Canopy Ventures, LLC Organizational Capacity	Certificate of Formation, EIN Notice and Operating Agreement of New York Canopy Ventures, LLC
Indicate obligations of Meristem Partners, LLC to New York Canopy Ventures	Exhibit A of Operating Agreement for New York Canopy Ventures, LLC
Demonstrate the Meristem Partners, LLC Organizational Capacity	Certificate of Formation, EIN Notice and Operating agreement of Meristem Partners, LLC

Mindful Medical New York, LLC Operating Agreement

RESTATED OPERATING AGREEMENT
MINDFUL MEDICAL NEW YORK, LLC
A New York Limited Liability Company

WHEREAS, MINDFUL MEDICAL NEW YORK, LLC, a New York limited liability company (the "Company"), was formed pursuant to the New York Limited Liability Company Law, §201, et seq. (the "Act"), by the filing of Articles of Organization with the New York Department of State with an effective date of May 19, 2015 (the "Articles"). The rights and obligations of the Company and the Members (defined below) are provided in the Articles, as may be further amended from time to time, and this Restated Operating Agreement (the "Agreement").

WHEREAS, this Agreement is made and entered into effective as of the May 26, 2015, by the Company and among those persons whose names and signatures are set forth below (all of the foregoing are hereinafter sometimes referred to as the "Class A Member" or "Class A Members"), and shall supersede and replace any previous operating agreements of the Company, which shall no longer be of any force or effect. The Company shall offer Class B membership interests in the future, and the parties who purchase such interests shall become parties to this Agreement by executing a joinder and such interests will be set forth in Exhibit A (each a "Class B Member" and collectively, the "Class B Members", and together with the Class A Members, the "Members").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Members agree as follows:

ARTICLE I
DEFINITIONS

When used in this Agreement, the following capitalized terms shall have the meanings provided below:

1.1 "Act" means the New York Limited Liability Company Law, §201, et seq., as amended from time to time.

1.2 "Affiliate" or "Affiliate of a Member or Manager" means any Person under the control of, in common control with, or in control of a Member or Manager, whether that control is direct or indirect. The term "control," as used herein, means, with respect to a corporation or limited liability company, the ability to exercise more than fifty percent (50%) of the voting rights of the controlled entity, and with respect to an individual, partnership, trust, or other entity or association, the ability, directly or indirectly, to direct the management or policies of the controlled entity or individual, pursuant to the conditions and requirements as set forth in this Agreement.

1.3 "Agent" or "Manager's Agent" shall mean an Agent fulfilling the duties of a Manager under a Manager's Power of Attorney ("MPOA") who is not elected by the Members or selected by the Board of Managers as provided in Article IV, below.

1.4 "Agreement" shall mean this Agreement, as amended from time to time, and shall supersede and replace any previous operating agreements of the Company, which shall no longer be of any force or effect.

1.5 "Articles" means the Articles of Organization initially filed with the New York Department of State with an effective date of May 19, 2015, forming the Company.

1.6 "Assignee" means a person who has acquired a Member's Membership Interest in the Company, by way of a Transfer in accordance with the terms of Article VII of this Agreement, but who has not become a Member.

1.7 "Assigning Member" means a Member who by means of a Transfer has transferred a Membership Interest in the Company to an Assignee.

1.8 "Bankruptcy" means, with respect to any Person, being the subject of an order for relief under Title 11 of the United States Code, or any successor statute or other statute in any foreign jurisdiction having like import or effect.

1.9 "Capital Account" means the amount of the capital interest of a Member in the Company, consisting of the amount of money, the fair market value of future services to be contributed to the Company as may be determined by the Board of Managers, and the fair market value, net of liabilities, of any property initially contributed by the Member, as (1) increased by any additional contributions and the Member's share of the Company's profits; and (2) decreased by any distribution to that Member as well as that Member's share of Company losses.

1.10 "Capital Contribution" means the total amount of money, the fair market value of future services to be contributed to the Company as may be determined by the Board of Managers, and the fair market value, net of liabilities, of any property contributed by the Members to the Company.

1.11 "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision of any succeeding revenue law.

1.12 "Company" means Mindful Medical New York, LLC, the entity formed in accordance with this Agreement and the Articles, and in accordance with the rules and laws of the New York Department of State and legislature.

1.13 "Company Minimum Gain" shall have the same meaning as set forth for the term "Partnership Minimum Gain" in the Regulations section 1.704-2 (26 C.F.R. § 1.704-2).

1.14 "Departing Member" means any Member whose conduct or circumstance results in a Dissolution Event or who withdraws from the Company in accordance with Section 5.3, where such withdrawal does not result in dissolution of the Company.

1.15 "Dissolution Event" means, with respect to any Member, one or more of the following: the death, resignation, retirement, expulsion, bankruptcy, or dissolution of any Member.

1.16 “Distribution” means the transfer of money or property by the Company to the Members.

1.17 “Fiscal Year” means the Company’s fiscal year, which shall be the calendar year.

1.18 “Guardian” means an individual at least twenty-one years of age, resident or non-resident, who has qualified as a guardian of a minor or incapacitated Member or Manger pursuant to appointment by a court of competent jurisdiction. The term includes a limited, emergency, and temporary substitute guardian with the powers conferred by the court.

1.19 “Incapacity” means that a Manager is unable to execute a Manager’s duties described herein, if a court determines that a Manager is unable to do so, or if a licensed physician certifies in writing that, in their opinion, a Manager is unable to execute a Manager’s duties. Recovery from disability or incapacity shall be established by the same manner, or a Manager’s self-certification, at the sole discretion of the permanent Board of Managers.

1.20 “Legatee” means the person named in a testamentary instrument to take personal possession of a decedent Member’s Membership Interest(s).

1.21 “Majority Interest” means the interest of the Members holding greater than fifty percent (50%) of the total Membership Interests held by all the Members entitled to vote, and in the case of the Managers, those votes cast greater than fifty percent (50%) of a quorum.

1.22 “Manager”, “Managers”, or “Board of Managers” means the Person or Persons designated as such in Article IV.

1.23 “Member” means each Person who (1) has been admitted into membership in the Company; (2) executes or causes to be executed this Agreement and any subsequent amendments thereto, joinder, and, if necessary, a Company Subscription Agreement, Private Placement Memorandum and/or related SEC exempt investor documents, and any other documents requested by the Company that it deems necessary in its sole discretion to conduct business; and (3) has not engaged in conduct resulting in a Dissolution Event or terminated membership for any other reason. Notwithstanding anything to the contrary contained in this Agreement, only the Class A interests shall have voting rights, and the Class B interests shall not have the right to vote on any matter that is submitted to a vote of the Members except as expressly provided in the Act.

1.24 “Member Non-recourse Debt” shall have the same meaning as set forth for the term “Partnership Non-recourse Debt” in Regulations section 1.704-2 (26 C.F.R. § 1.704-2).

1.25 “Member Non-recourse Deductions” means items of Company loss, deduction, or Code section 705(a)(2)(B) (26 U.S.C.A. § 705(a)(2)(B)) expenditures which are attributable to Member Non-recourse Debt.

1.26 “Membership Interest” means the interest of a Member in the Company, including a Member’s Capital Account interest, any interest in Profits and Losses and the rights to receive distributions as well as the other rights of a Member, including the right to vote and

participate in management, if applicable. A Member's Membership Interest shall be expressed as a percentage which shall equal the ratio that the value of the capital contributions made by the Member bears to the capital contribution of all Members. Voting Rights shall correspond to such ratio, and Membership Interests and Voting Rights shall be diluted pro rata as Additional Members (defined herein) become admitted to the Company. The Company may issue Membership Interests to Members for services performed for it by business professionals and consultants. Each Member's initial Membership Interest is expressed as a percentage of one hundred-percent as set forth opposite the Member's identity on the attached Exhibit A under the heading "Membership Interest."

1.27 "Negative Capital Account" means a Capital Account with a balance of less than zero.

1.28 "Net Profits" and "Net Losses" mean the Company's income, loss, and deductions computed at the close of each fiscal year in accordance with the accounting methods used to prepare the Company's information tax return filed for federal income tax purposes.

1.29 "Non-recourse Liability" has the meaning provided in the Regulations section 1.752-1(a)(2) (26 C.F.R. § 1.752-1(a)(2)).

1.30 "Person" means an individual, partnership, limited partnership, corporation, limited liability company, registered limited liability partnership, trust, association, estate, or any other entity.

1.31 "Personal Representative" means executor, administrator, successor personal representative, special administrator, and persons who perform substantially the same function under the law governing their status.

1.32 "Positive Capital Account" means a Capital Account with a balance greater than zero.

1.33 "Regulations" refers to the income tax regulations of the United States Treasury Department promulgated under the Code, including any temporary regulations, and any successor regulations which may be promulgated.

1.34 "Reserve Interest" or "Treasury Interest" means an ownership interest in the Company that is not included in any Member's Capital Account. Reserve Interests may only be voted when required by this Agreement or the Act by the written consent of all Members and as the Members direct. In no event shall the Reserve Interest be treated as a Member for any purpose in this Agreement.

1.35 "Remaining Members" means, upon the occurrence of a Dissolution Event, those Members, including Class A and Class B Members, of the Company whose conduct did not cause its occurrence.

1.36 "Department of State" means the Department of State for the State of New York.

1.37 “Tax Matters Member” or “Tax Matters Partner”, as defined in Code section 6231(a)(7) (26 U.S.C.A. § 6231(a)(7)), is that Person designated by the Company in Section 8.6 herein to serve as the Company’s representative in all examinations of the Company’s affairs by taxing authorities.

1.38 “Transfer” shall mean any transaction as provided in Article VII of this Agreement. A Transfer shall not mean the disposition or treatment of a Member’s interests upon the death of that Member.

1.39 “Vacancy” means any deficiency in the number of persons serving on the Board of Managers, the number of which is determined herein or otherwise by Resolution of the Board of Managers, other than a Manager’s Incapacity.

1.40 “Voting Rights” means the percentage of votes that a Member has to cast on a matter, which percentage shall correspond to that Member’s Membership Interest percentage, less the Company Reserve for issuance percentage as described on Exhibit A. Only the Class A interests shall have voting rights, and the Class B interests shall not have the right to vote on any matter that is submitted to a vote of the Members except as expressly provided in the Act.

ARTICLE II FORMATION AND ORGANIZATION

2.1 Initial Date and Initial Parties. This Agreement is entered into effective on May 26, 2015, by and among the Company and the Persons who are Members of the Company on that date.

2.2 Subsequent Parties. No Person may become a Member of the Company without agreeing to and without becoming a signatory of this Agreement, or any amended or restated Agreement then in effect, including without limitation, other agreements and documents as referenced and provided herein. Any offer or assignment of a Membership Interest is contingent upon the fulfillment of this condition, as well as all other requirements as determined by the Board of Managers.

2.3 Name. The name of this Company is “Mindful Medical New York, LLC”. Each Member understands and agrees the name “Mindful” is the property of Canopy IP Holding Group, LLC, a Delaware limited liability company (“CIPHG”) and that the name “Mindful” is being used by New York Canopy Venture Group, LLC under a license with CIPHG. Nothing herein shall be construed as granting to the Company or RAM Holdings, LLC any right, title or interest in and to the name “Mindful” except for the express purpose of carrying out the business of the Company. Should the Company be dissolved, liquidated, or otherwise wind up its business pursuant to Article IX hereof, the Company and RAM Holdings, LLC shall relinquish to CIPHG any and all right, title and interest they may have to use the name “Mindful” and shall not use such name in any subsequent business without the express written consent of CIPHG. The name “Mindful” shall not be considered an asset of the Company or RAM Holdings, LLC in any dissolution, liquidation, or winding up proceeding

under Article IX hereof and the Members understand and agree that the name "Mindful" cannot and shall not be sold as an asset of the Company pursuant to Section 9.2 hereof.

2.4 Term. The Company commenced upon the filing of its Articles and it shall continue perpetually in existence, unless terminated earlier under the provisions of the Act or Section 9.1 of this Agreement.

2.5 Principal Place of Business. The Company shall have its principal place of business at 450 Seventh Ave., New York, New York 10123, or at any other address within the State of New York upon which the Board of Managers agrees. The Company shall maintain its principal executive offices at its principal place of business, as well as all records and documents which it is required to keep according to the Act. Unless otherwise expressly stated upon any document, and other than warrants, securities, or promissory notes, the Company shall maintain custody of all original documents executed by the Company.

2.6 Resident/Registered Agent. The name and address of the Company's registered agent for service of process in the State of New York is CT Corporation System, 111 8th Avenue, New York, New York 10011-5201

2.7 Names, Membership Interests, and Voting Rights of Members. The name, Membership Interest, and Voting Rights of each Member is listed on Exhibit A attached hereto.

2.8 Authorization and Purpose. Pursuant to the Act, the Members have formed this Company and, in accordance therewith, have filed Articles of Organization, as amended, with the Department of State. The Members intend to govern the Company in accordance with the Act, the Articles, State statutes and regulations, the State and Federal securities laws and regulations, and this Agreement, as it may be amended and restated, and to have their rights and liabilities in connection with the Company to be so determined. In the event of any conflict between the Act and the Articles and this Agreement, this Agreement shall control, to the extent permitted by the Act and applicable law. The purpose of the Company is to engage in any lawful business activity that is permitted by the Act.

ARTICLE III CAPITAL CONTRIBUTIONS AND ACCOUNTS

3.1 Initial Capital Contributions. The initial Capital Contribution, Membership Interest, and Voting Rights of each Member are listed in Exhibit A attached hereto. Exhibit A shall be revised to reflect any additional contributions pursuant to Section 3.2. It is understood and agreed by all Members that the Membership Interest for each Member is not based solely upon the Capital Contributions of the respective Members, but have been assigned and accepted by the contributing Members based upon original membership, the length of time that prior members have been at risk for their interest in the Company, and other pertinent factors that justify the Membership Interest for each individual Member.

3.2 Additional Contributions. No Member shall be required to make any additional contribution to the Company. In the event of a capital reorganization (including but not limited to a reclassification, merger of the Company with another LLC, corporation or other entity,

consolidation of the Company into a parent entity, or sale of all or substantially all of the Company's assets to another LLC, corporation or other entity), any Member may, but shall not be required to, contribute additional capital to the Company on a pro rata basis consistent with the Membership Interest of each of the Members. Upon receipt of such additional contributions, the Members' Capital Accounts shall be adjusted accordingly with the Capital Accounts for the non-contributing Members being diluted on a pro-rata basis by the contributing Members. In the event of admission of new Members, it is agreed that the Membership Interest for all Members shall be diluted on a pro-rata basis.

3.3 Interest Payments. No Member shall be entitled to receive interest payments in connection with any contribution of capital to the Company, unless as otherwise determined by the Managers in their sole discretion.

3.4 Right to Return of Contributions. No Member shall be entitled to a return of any capital contributed to the Company, except as expressly provided in this Agreement and pursuant to Article IX. It is expressly agreed among the Members that insofar as practicable, and upon agreement by a Majority Interest of the Managers, net profits shall be distributed in an amount equal to deemed profit distributions, in accordance with the Member's Membership Interest.

3.5 Capital Accounts. A Capital Account shall be created and maintained by the Company for each Member, in conformance with Regulations section 1.704-1(b)(2)(iv) (26 C.F.R. § 1.704-1(b)(2)(iv)), which shall reflect all Capital Contributions to the Company. Should any Member transfer or assign all or any part of his/her/its Membership Interest in accordance with this Agreement, subject to the restrictions as provided for herein and by State law, the successor shall receive that portion of the Member's Capital Account attributable to the interest assigned or transferred. The Membership Interest attributable to each Member shall reflect that Member's own Capital Account.

(a) **Failure of Member to Make Contribution.** If, in the event of a capital reorganization (including but not limited to a reclassification, merger of the Company with another LLC, corporation or other entity, consolidation of the Company into a parent entity, or sale of all or substantially all of the Company's assets to another LLC, corporation or other entity), a Majority Interest of the Managers determines that an additional Capital Contribution is needed from the Members, the Board of Managers shall give all Members written notice of such determination. If a Member does not elect to make a Capital Contribution to the Company on a pro rata basis consistent with said Member's Membership Interest within thirty (30) days from the date that such notice is mailed or otherwise properly noticed in accordance with the provisions of Section 5.8 of this Agreement, then the Board of Managers shall adjust the Membership Interests to reflect actual Capital Contributions, so that each Member's Membership Interest may be represented by a fraction, the numerator of which consists of the Member's actual Capital Contribution and the denominator of which is the total actual Capital Contributions of all the Members.

Each Member agrees that (1) the Company and the contributing Members shall incur certain costs, obligations, and damages in the event that any Member chooses not to contribute, which shall be extremely difficult to ascertain; (2) the remedy described

in this Section 3.5 bears a reasonable relationship to the damages that may be suffered in the event that any Member chooses not to make a Capital Contribution to the Company; and (3) the election to exercise the foregoing remedy would not be unreasonable based on the facts and circumstances existing as of the date that this Agreement is executed.

3.6 In lieu of voting an additional assessment of capital to meet operating expenses or to finance new investments, or for other Company business, the Company may, as determined by the Board of Managers, enter into debt, equity, or derivative transactions, on terms satisfactory to the Board of Managers in their sole discretion.

ARTICLE IV MANAGEMENT

4.1 Exclusive Management. As to day-to-day management of the Company, the Company shall be managed by the Board of Managers. It is agreed by the Members that the Board of Managers shall be initially comprised of two (2) person(s), and that Kevin Daly and Matthew Kibble shall serve as the initial Board of Managers of the Company. Additional Managers may be added by vote of the Majority Interest of the Managers. The Managers may establish the duties and responsibilities of the Board of Manager(s) from time to time. The Board of Managers shall handle the daily affairs of the Company, subject to the powers and limitations found in Section 4.3 and 4.4 herein and the Act. The Board of Managers shall have overall daily operational control over all activities of the Company. In particular, but without specific limitation, the Board of Managers shall have the ability to control scheduling of employees, cash management, handling of all bill pay functions, and communications among the Company's daily operational activities. The Board of Managers may appoint such officers of the Company as it deems appropriate and necessary in the sole discretion of the Board of Managers. The Board of Managers shall establish the duties and responsibilities of the officers; provided, however, that no officer shall have the authority to bind the Company to any obligation unless approved by the Board of Managers. The Board of Managers may form any new entity or a conversion of the Company to either a C corporation or an S Corporation, or the Company may be consolidated into a parent entity in order to facilitate the business of the Company.

4.2 Time Commitments. The Board of Managers, it's duly appointed agents, and officers shall devote the time, effort, and skill that each person reasonably believes is necessary to conduct the affairs of the Company and to attend to all matters concomitant to the business of the Company. The individuals comprising the Board of Managers are not required to devote all of their time or efforts to the operations of the Company.

4.3 Management Powers. Subject to the express limitations contained in Section 4.4 and powers contained elsewhere in this Agreement, the Articles, and the Act, the Board of Managers, and its duly appointed agent(s), shall have all powers necessary to carry out the purposes of and to manage the business, property, and affairs of the Company, including, without limitation, the powers enumerated in the Act, including the power to:

(a) Acquire, purchase, alter, renovate, improve, demolish, rebuild, replace, and hold real property and any other property or assets or to acquire options to purchase such property or assets, wherever located, that the Board of Managers determines to be in the furtherance of the Company's business or in the best interests of the Company;

(b) Subject to the limitations of Section 4.12 below, to make contracts and guarantees, incur liabilities, act as surety, borrow money, issue evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend, or change the terms of, and extend the time for payment of any indebtedness or obligation of the Company; and secure such indebtedness with a lien on Company assets, such as a mortgage, deed of trust, pledge, or security interest;

(c) Offer securities pursuant to State and Federal securities laws;

(d) Subject to the limitations of Section 4.4 below, sell, lease, exchange, transfer, convey, mortgage, pledge, and otherwise dispose of all or any part of the Company's property and assets, or any interest therein;

(e) Enter into arrangements to issue equity, debt, or derivative instruments to facilitate the business or operations of the Company;

(f) Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge, or otherwise dispose of and otherwise use and deal in and with stock or other interests in and obligations of any person, or direct or indirect obligations of the United States or of any government, state, territory, governmental district, or municipality, or of any instrumentality of any of them;

(g) Be a promoter, stockholder, partner, member, manager, associate, or agent of any person, and in such regard may institute additional subscription agreements and private placement memoranda for the raising of capital which may dilute the existing Members and warrant holders interest, if any;

(h) Indemnify or hold harmless any person or guarantee the payment of money or the performance of any contract or obligation of any person;

(i) Initiate legal action on, defend, or compromise any claim or liability in favor of or against the Company or submit any such claim to arbitration or other alternative means of dispute resolution or confess a judgment against the Company in connection with any litigation with which the Company is involved;

(j) Retain auditors, legal counsel, and such other professional services as the Company may require and determine the appropriate compensation for the same;

(k) Hire employees and maintain payroll, benefits, human resources, and benefits programs;

(l) Establish different classes of Members, including any such Member's rights related to sharing of profits and losses, voting rights, and any number of preference items;

(m) Explore alternative funding options, including forthcoming federal regulations in The JOBS Act pertaining to “crowdfunding.” Crowdfunding will enable companies to raise capital by seeking funding from a large number of unaccredited investors in relatively small amounts without violating SEC registration and solicitation rules;

(n) Transactions between the Company and one or more Members or Managers or one or more of any Member’s or Manager’s Affiliates, or transactions in which one or more Members, Managers, or Affiliates thereof have a material financial interest, in accordance with paragraph 4.9 below and the Act;

(o) Issue debt to any Member, Manager, or Affiliate of either, pursuant to the Act;

(p) Establish “buy/sell” provisions and restrictions whether by an amendment to this Agreement or by a separate buy/sell document. Certain transfer provisions and restrictions, whether during the lives of the Members and/or upon a dissolution event (including but not limited to the death of a Member), may give rise to an amendment of the applicable provisions of Article VII herein; and

(q) Any other power not prohibited by the Act.

4.4 Limitations on Powers. The Board of Managers shall not be authorized to permit the Company to perform the following acts or to engage in the following transactions without first meeting the conditions, as stated, or obtaining the affirmative vote or written consent of a Majority Interest of the Members (or such higher voting percentage as may be indicated below):

(a) Any act or transaction for which the consent of the Members is required, either in this Agreement or under the Act, shall require the affirmative vote or written consent of a Majority Interest of the Members or higher voting percentage as may be required by the Act; and

(b) Notwithstanding any other provision of this Agreement, the unanimous written consent of a Majority Interest of the Members is required to permit the Company to incur an indebtedness or obligation greater than Two Hundred Thousand Dollars (\$200,000.00).

(c) Merge with another entity or otherwise be wholly acquired by a related or unrelated entity, or refer to the Members the question of merger or acquisition pursuant to the Act.

4.5 Election and Removal of Board of Managers.

(a) The Company shall initially be governed by its Board of Managers which shall have two (2) members. The Company may, from time to time, fix the number of Managers that it shall have; however, the Company shall not have less than one (1) Manager at any time.

(b) Unless a Manager resigns or is removed, each Manager shall serve for a term of two (2) years *or* until a successor has been elected and qualified to serve.

(c) The members on the Board of Managers shall be appointed by the Board of Managers, or may be elected by the affirmative vote or written consent of a Majority Interest of the Members, the selection of which manner of election shall be determined by the Board of Managers.

(d) Each Manager may, but need not, be a Member.

(e) Any Manager may be removed at any time, with or without cause, upon the unanimous vote of the Members at a meeting expressly called for the purpose of such a vote. The removal shall be without prejudice to the rights, if any, of the Manager under any employment contract with the Company. If the Manager is a Member, his or her removal shall not affect any rights he or she has as a Member, nor shall it constitute a withdrawal from Membership.

(f) A Manager may resign at any time by providing written notice to each Member. The resignation shall be effective immediately upon receipt of the notice, unless a later time is specified in the notice. Acceptance of the resignation is not required to make it effective, unless the notice provides otherwise. The resignation shall be without prejudice to the rights, if any, of the Company under any contract with the Manager. If a resigning Manager is a Member, his or her resignation shall not affect any rights he or she has as a Member, nor shall it constitute a withdrawal from Membership.

(g) A vacancy shall exist if any Manager is removed, resigns, or dies, if there is an increase in the number of authorized positions, or if the Managers or Members fail to appoint or elect a sufficient number of Managers to fill the authorized positions. If a vacancy occurs, it may be filled by the affirmative vote or written consent of a majority of the remaining Managers.

4.6 Meetings and Voting of Managers.

(a) If there is more than one Manager, meetings of the Board of Managers may be held, if at all, at such time and place as the Managers determine.

(b) Written notice of meetings of the Board of Managers shall be delivered at least twenty-four (24) hours before the meeting either in person, by telecopier, by e-mail, or by U.S. Mail actually delivered to the Members within the twenty-four (24) hour period. A waiver of notice in writing, signed by the Managers before, at, or after the time of the meeting stated in the notice, shall be equivalent to the giving of such notice.

(c) By attending a meeting, a Manager waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Manager objects to the holding of the meeting or the transacting of business at the meeting.

(d) Managers may attend or conduct a meeting through any means of communication if all Managers attending the meeting can communicate with each other during the meeting. Meetings and actions may be accomplished by a series of email or other written communications and shall have the same effect as if the Managers met and acted in person.

(e) A majority of the Board of Managers entitled to vote shall constitute a quorum at the meeting. All decisions of the Board of Managers shall be made by a majority vote of the quorum present at a meeting.

4.7 Liability for Performance of Duties; Duty of Care.

(a) The Managers shall perform their managerial duties in good faith, in a manner that they reasonably believe to be in the best interests of the Company and its Members, and with such care, including reasonable inquiry, as an ordinarily prudent person in the same position would exercise in similar circumstances. A Manager who so performs the duties of Manager shall not incur any liability to the Company by reason of being or having been a Manager of the Company, and is indemnified from and by the Members.

(b) In performing his or her duties, a Manager shall be entitled to rely upon information, reports, opinions, or statements made by or received from the following Persons or groups, unless the Manager in the possession of information regarding the matter in question sufficient to render such reliance unwarranted and provided that the Manager acts in good faith and after a reasonable inquiry when the need is indicated by the circumstances:

(i) Any officer, employee, or other agent of the Company or Affiliate whom the Manager reasonably believes to be trustworthy and competent regarding the matters presented;

(ii) Any attorney, independent accountant, or other professional with regard to matters which the Manager reasonably believes to be within such person's area of expertise or competence; or

(iii) Any committee upon which the Manager does not serve, duly created in accordance with the provisions of this Agreement or the Articles, as to matters within its designated authority, which committee the Manager reasonably believes to be competent regarding the matters within the ambit of its authority.

4.8 Duty of Loyalty. Subject to the provisions of Section 4.9, Managers owe the same duty of loyalty to the Company and the Members that a partner owes to the partnership and the partners of the partnership.

4.9 Transactions Between the Company and Manager. Any Manager or Affiliate of a Manager may engage in transactions with the Company, notwithstanding that such transactions may constitute a conflict of interest, as long as the transaction is not expressly prohibited by this Agreement or the Act and both of the following conditions are met:

(a) The terms and conditions of the transaction are fair and reasonable to the Company and are at least as favorable as those that are generally available from Persons capable of providing the same or similar services and those between parties operating at arm's length; and

(b) A Majority Interest of the Managers having no interest in the transaction (other than their interest as Members, if applicable) submit written consents to *or* vote in favor of consummating the transaction.

(c) Such transaction shall be presumed to satisfy all fiduciary duties of the party(ies) as required by the Act and/or State and Federal securities laws.

4.10 Compensation. Managers and officers of the Company are entitled to compensation for the services rendered on behalf of the Company. Such compensation shall be reasonable based upon the services performed and in line with compensation offered to executive officers of other similarly situated companies in a comparative similar business. All monetary compensation must be approved by the Board of Managers.

4.11 Limitation on Exposing Members to Personal Liability. The Company and any Manager or Member shall use all reasonable good faith efforts to take any action to not have the effect of exposing any Member of the Company to personal liability for the obligations of the Company.

4.12 Limitations on Manager's Liability. No Person who is a Manager shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Manager of the Company. No Manager of this Company shall have any personal liability for monetary damages to the Company or its Members for breach of his or her fiduciary duty as a Manager, except that this provision shall not eliminate or limit the personal liability of a Manager to the Company or its Members for monetary damages for: (i) any breach of the Manager's duty of loyalty to the Company or its Members; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) voting for or assenting to a distribution in violation of law or the Articles, as amended, if it is established that the Manager did not perform his or her duties in compliance with law, provided that the personal liability of a Manager in this circumstance shall be limited to the amount of the distribution which exceeds what could have been distributed without violation of law or the Articles; or (iv) any transaction from which the Manager directly or indirectly derives an improper personal benefit. Nothing contained herein shall be construed to deprive any Manager of his or her right to all defenses ordinarily available to a Manager nor will anything herein be construed to deprive any Manager of any right he may have for contribution from any other Member or other person.

4.13 Membership Interests of Manager. A Manager who holds a Membership Interest shall be entitled to all of the rights and privileges of a Member who is not a Manager.

4.14 Deadlock. If applicable, the event the Managers cannot reach a "Majority of the Managers" with respect to any Company decision, a deadlock is deemed to have occurred and the following resolution process shall be initiated:

(a) Non-binding mediation shall be undertaken as provided for in Section 11.10 of this Agreement. If the mediation is unsuccessful, then, in the case of a continued deadlock:

(b) The Company's Registered Agent shall select one arbitrator who is a certified public accountant with knowledge of the company's general industry operations. In the event the parties do not agree on such selection, they may apply to the appropriate state court for appointment of such an arbitrator. The arbitrator shall be entitled to reasonable compensation for the time spent. An arbitration hearing before the arbitrator selected shall be held not more than twenty (20) days after notice of intent to arbitrate is given from one party to the other. The arbitrator shall issue a ruling at the time of the arbitration hearing. The parties agree to be bound by such ruling and such ruling may be made a judgment. To the extent necessary to resolve issues or to supplement the procedures set forth above in this subparagraph, the provisions of any New York arbitration laws shall apply. The intention of this arbitration provision is to provide quick and inexpensive resolution of disputes arising under this Agreement. Due to the frequent urgency to resolve such issues, the parties acknowledge that time is of the essence in arbitrating disputes as provided herein.

ARTICLE V MEMBERS

5.1 Limitation of Liability. No Member shall be personally liable for the debts, obligations, liabilities, or judgments of the Company solely by virtue of his/her/its Membership in the Company, except as expressly set forth in this Agreement or required by law.

5.2 Additional Members. The Board of Managers may admit additional Members to the Company as approved by an affirmative vote of a Majority Interest of the Managers. The Board of Managers shall determine the Additional Member's class and participation in "Net Profits," "Net Losses," and distributions, as those terms are defined in Article I. Exhibit A shall be amended to include the name, Membership Interest, and Voting Rights of any Additional Members.

5.3 Withdrawal from Membership. Any Member who is under a written obligation to render services to the Company may withdraw at any time after sixty (60) days' written notice to the Company; however, such withdrawal must be without prejudice to the rights of the Company and/or subject to any contract to which the withdrawing Member is a party. Such withdrawing Member shall have the rights of a transferee under Article VII and the Remaining Members shall be entitled to purchase the withdrawing Member's Membership Interest in accordance with Section 7.6. In the event of such a withdrawal, Exhibit A shall be amended to reflect the applicable change. Any intellectual property, business or financial records, or confidential information of the Company in the possession or control of the withdrawing Member must be returned to the Company, and the withdrawing Member agrees not to share such information with any Person who is not a Member or agent of the Company, in accordance with paragraph 11.19 of this Agreement.

5.4 Competing Activities. The Members and their officers, directors, shareholders, partners, managers, agents, employees and Affiliates are strictly prohibited from participating in other business activities in the State of New York which may be in competition, direct or indirect, with those activities of the Company.

5.5 Compensation of Members. No Member or Affiliate shall be entitled to compensation for services rendered to the Company, absent agreement by a vote of a Majority Interest of the Board of Managers. However, Members and Affiliates shall be entitled to reimbursement for the actual cost of goods and services provided to the Company, including, without limitation, reimbursement for any professional services.

5.6 Transactions with the Company. The Board of Managers may permit a Member to lend money to and transact business with the Company, subject to any limitations contained in this Agreement or in the Act. To the extent permitted by applicable laws, such a Member shall be treated like any other Person with respect to transactions with the Company.

5.7 Members Are Not Agents. Each of the Members of the Company has agreed to delegate the management of the Company to the Board of Managers. Accordingly, each of the Members expressly relinquishes any rights he or she might otherwise have to act solely on behalf of the Company, to incur liability on behalf of the Company or to bind the Company in any way. Unless authorized by the Act, this Agreement, or by the Board of Managers, no single Member shall act as an agent of the Company.

5.8 Meetings and Voting of Members.

(a) There may be meetings of the Members every calendar quarter. The Board of Managers, or any group of Members constituting a Majority Interest, may call a meeting of the Members at any time. Such meeting shall be held at a place to be agreed upon by the Board of Managers or, if no agreement can be reached, at the Company's principal place of business. The meeting shall be held during normal business hours upon reasonable prior notice to all Members.

(b) The Board of Managers shall appoint an individual to preside at the meeting and another person to act as secretary. The secretary shall prepare minutes of the events transpiring at the meeting, which shall be maintained by the Company along with the books and records indicated in Section 8.1 at the Company's principal place of business.

(c) If any action on the part of the Members is to be proposed at the Meeting, then written notice of the meeting must be provided to each Member entitled to vote not less than ten (10) days or more than sixty (60) days prior to the meeting. Notice may be given in person, by U.S. Mail, or other written communication, charges prepaid, and if mailed, addressed to each Member at the address listed for that Member in Exhibit A. Notice shall be deemed complete upon personal delivery or when deposited in the U.S. Mail. The notice shall contain the date, time, and place of the meeting and a statement of the general nature of the business to be transacted there. Matters not contained in the notice may not be addressed at the meeting.

(d) By attending a meeting or submitting a proxy directive, a Member or his/her/its proxy waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Member objects to the holding of the meeting or the transacting of business at the meeting.

(e) A majority of the Members entitled to vote shall constitute a quorum at the meeting. All decisions of the Members shall be made by a majority vote of the quorum present at a meeting unless otherwise specified in this Agreement.

5.9 Actions Without Meetings. Any action that may be taken at a meeting of the Members may be taken without a meeting, if written consents to the action are submitted to the Company within thirty (30) days of the record date for the taking of the action, executed by Members holding a sufficient number of votes to authorize the taking of the action at a meeting at which all Members entitled to vote thereon are present and vote. All such consents shall be submitted to the Board of Managers or the secretary, if any, and shall be maintained as a part of the Company's records.

5.10 Voting Rights. All matters requiring the vote, approval, or consent of the Members shall be authorized upon a vote of the Majority Interest of the Class A Members, with each Class A Member listed on Exhibit A, or his/her/its proxy, being entitled to vote in proportion to his/her/its Membership Interest.

5.11 Member's Personal Debts. In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall promptly pay all debts owing by him or her and shall indemnify the Company from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

5.12 Alienation of Membership Interest. No Member shall, except as provided in Article VII, sell, assign, mortgage, or otherwise encumber his/her/its Membership Interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested with him or her in the Company; or do any act detrimental to the best interests of the Company.

5.13 Limitations on Member's Liability. No Person who is a Member shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member of the Company. No Member of this Company shall have any personal liability for monetary damages to the Company or its Members for breach of his/her/its fiduciary duty as a Member, except that this provision shall not eliminate or limit the personal liability of a Member to the Company or its Members for monetary damages for: (i) any breach of the director's duty of loyalty to the Company or its Members; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) voting for or assenting to a distribution in violation of law or the Articles, as amended, if it is established that the Member did not perform his/her/its duties in compliance with law, provided that the personal liability of a Member in this circumstance shall be limited to the amount of the distribution which exceeds what could have been distributed without violation of law or the Articles; or (iv) any transaction from which the Member directly or indirectly derives an improper personal benefit. Nothing contained herein will be construed to deprive any Member of his/her/its right to all defenses ordinarily available to a Member nor will anything herein be construed to deprive any Member of any right he may have for contribution from any other Member or other person.

5.14 Deadlock. If applicable, the event the Members cannot reach a “Majority of the Members” with respect to any decision to be decided by the Members, a deadlock is deemed to have occurred and the following resolution process(es) shall be initiated:

(a) Non-binding mediation shall be undertaken as provided for in Section 11.10 of this Agreement. If the mediation is unsuccessful, then, in the case of a continued deadlock:

(b) The Company attorney of record shall select one arbitrator who is a certified public accountant with knowledge of the company’s general industry operations. In the event the parties do not agree on such selection, they may apply to the appropriate state court in for appointment of such an arbitrator. The arbitrator shall be entitled to reasonable compensation for the time spent. An arbitration hearing before the arbitrator selected shall be held not more than twenty (20) days after notice of intent to arbitrate is given from one party to the other. The arbitrator shall issue a ruling at the time of the arbitration hearing. The parties agree to be bound by such ruling and such ruling may be made a judgment. To the extent necessary to resolve issues or to supplement the procedures set forth above in this subparagraph, the provisions of the any New York arbitration laws shall apply. The intention of this arbitration provision is to provide quick and inexpensive resolution of disputes arising under this Agreement. Due to the frequent urgency to resolve such issues, the parties acknowledge that time is of the essence in arbitrating disputes as provided herein.

ARTICLE VI ALLOCATION OF PROFIT AND LOSS

6.1 Compliance with the Code and Regulations. The Company intends to comply with the Code and all applicable Regulations, including without limitation the minimum gain charge back requirements, and intends that the provisions of this Article be interpreted consistently with that intent.

6.2 Net Profits. Except as specifically provided elsewhere in this Agreement, Distributions of Net Profit shall be made to Members in proportion to their Membership Interest in the Company. Insofar as practicable, the Company shall make actual distributions of cash and property in an amount equal to deemed distributions, so that Members shall not be in the position of being taxed on phantom income.

6.3 Net Losses. Except as specifically provided elsewhere in this Agreement, Net Losses shall be allocated to the Members in proportion to their Membership Interest in the Company. However, the foregoing will not apply to the extent that it would result in a Negative Capital Account balance for any Member equal to the Company Minimum Gain which would be realized by that Member in the event of a foreclosure of the Company’s assets. Any Net Loss which is not allocated in accordance with the foregoing provision shall be allocated to other Members who are unaffected by that provision. When subsequent allocations of profit and loss are calculated, the losses reallocated pursuant to this provision shall be taken into account such that the net amount of the allocation shall be as close as possible to that which would have been allocated to each Member if the reallocation pursuant to this section had not taken place.

6.4 Regulatory Allocations. Notwithstanding the provisions of Section 6.3, the following applies:

(a) Should there be a net decrease in Company Minimum Gain in any taxable year, the Board of Managers shall specially allocate to each Member items of income and gain for that year (and, if necessary, for subsequent years) as required by the Regulations governing “minimum gain charge back” requirements, section 1.704-2(f) (26 C.F.R. § 1.704-2(f)) prior to making any other allocations.

(b) Should there be a net decrease in Company Minimum Gain based on a Member Non-recourse Debt in any taxable year, the Board of Managers shall first determine the extent of each Member’s share of the Company Minimum Gain attributable to Member Nonrecourse Debt in accordance with Regulations section 1.704-2(i)(5) (26 C.F.R. § 1.704-2(i)(5)). The Board of Managers shall then specially allocate items of income and gain for that year (and, if necessary, for subsequent years) in accordance with Regulations section 1.704-2(i)(4) (26 C.F.R. § 1.704- 2(i)(4)) to each Member who has a share of the Company Non-recourse Debt Minimum Gain.

(c) The Board of Managers shall allocate non-recourse deductions for any taxable year to each Member in proportion to his/her/its Membership Interest.

(d) The Board of Managers shall allocate Member Non-recourse Deductions for any taxable year to the Member who bears the risk of loss with respect to the non-recourse debt to which the Member Non-recourse Deduction is attributable, as provided in Regulations section 1.704- 2(i) (26 C.F.R. § 1.704-2(i)).

(e) If a Member unexpectedly receives any allocation of loss or deduction, or item thereof, or distributions which result in the Member’s having a Negative Capital Account balance at the end of the taxable year greater than the Member’s share of Company Minimum Gain, the Company shall specially allocate items of income and gain to that Member in a manner designed to eliminate the excess Negative Capital Account balance as rapidly as possible. Any allocations made in accordance with this provision shall be taken into consideration in determining subsequent allocations under this Article VI, so that, to the extent possible, the total amount allocated in this and subsequent allocations equals that which would have been allocated had there been no unexpected adjustments, allocations, and distributions and no allocation pursuant to this Section 6.4(e).

(f) In accordance with section 704(c) of the Code (26 U.S.C.A. § 704(c)) and the Regulations promulgated pursuant thereto, and notwithstanding any other provision in this Article, income, gain, loss, and deductions with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among Members taking into account any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value on the date of contribution. Allocations pursuant to this subsection are made solely for federal, state, and local taxes and shall not be taken into consideration in determining a Member’s Capital Account or share of Net Profits or Net Losses or any other items subject to Distribution under this Agreement.

6.5 Distributions. The Board of Managers may elect to make a Distribution of assets at any time that would not be prohibited under the Act or under this Agreement. Such a Distribution shall be made in proportion to the unreturned Capital Contributions of each Member until all contributions have been paid, and thereafter in proportion to each Member's Membership Interest in the Company. All such Distributions shall be made to those Persons who, according to the books and records of the Company, were the holders of record of Membership Interests on the date of the distribution. Subject to this Article VI, neither the Company nor the Board of Managers shall be liable for the making of any Distributions in accordance with the provisions of this Section.

6.6 Limitations on Distributions.

(a) The Board of Managers shall not make any Distribution if, after giving effect to the Distribution:

(i) The Company would not be able to pay its debts as they become due in the usual course of business; or

(ii) The Company's total assets would be less than the sum of its total liabilities plus, unless this Agreement provides otherwise, the amount that would be needed, if the Company were to be dissolved at the time of Distribution, to satisfy the preferential rights of other Members upon dissolution that are superior to the rights of the Member receiving the Distribution.

(b) The Board of Managers may base a determination that a Distribution is not prohibited under this section on any of the following:

(i) Financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances;

(ii) A fair valuation; or

(iii) Any other method that is reasonable under the circumstances.

(c) Except as provided in the Act, the effect of a distribution under this section is measured as of the date the Distribution is authorized if the payment occurs within 120 days after the date of authorization, or the date payment is made if it occurs more than 120 days after the date of authorization.

6.7 Return of Distributions. Members shall return to the Company any distributions received which are in violation of this Agreement or the Act. Such distributions shall be returned to the account or accounts of the Company from which they were taken in order to make the distribution. If a distribution is made in compliance with the Act and this Agreement, a Member is under no obligation to return it to the Company or to pay the amount of the distribution for the account of the Company or to any creditor of the Company.

6.8 Distributions In Kind. A Member has no right to demand and receive any distribution from the Company in any form other than cash, unless as otherwise otherwise agreed to by a Majority Interest of the Members.

6.9 Members Bound by These Provisions. The Members understand and acknowledge the tax ramifications of the provisions of this Article of the Agreement and agree to be bound by these provisions in reporting items of income and loss relating to the Company on their federal and state income tax returns.

ARTICLE VII TRANSFERS AND TERMINATIONS OF MEMBERSHIP INTERESTS

7.1 Transfer of Membership Interest. In the case of a transfer of a Membership Interest during any fiscal year of the Company (herein, a "Transfer"), the Assigning Member and Assignee shall each be allocated Profits or Losses based on the number of days each held the Membership Interest during that fiscal year. If the Assigning Member and Assignee agree to a different proration and advise the Board of Managers of the agreed proration before the date of the Transfer, Profits or Losses during that fiscal year shall be allocated to the holder of the Membership Interest on the day such Transfer occurred. If an Assignee makes a subsequent Assignment, said Assignee shall be considered an "Assigning Member" with respect to the subsequent Assignee for purposes of the aforesaid allocations.

7.2 Restriction on Transferability of Membership Interests. A Member may not transfer, assign, encumber, or convey all or any part of his/her/its Membership Interest in the Company, except as provided herein. In entering into this Agreement, each of the Members acknowledges the reasonableness of this restriction, which is intended to further the purposes of the Company and the relationships between the Members.

7.3 Permitted Transfers. In order to be permitted, a Transfer or assignment of all or any part of a Membership Interest must have the approval of a Majority Interest of the Board of Managers. This Section 7.3 shall not apply to Membership Interests devised or distributed intestate, at the time of, and subsequent to, the death of the Member. In addition, the following conditions must be met:

(a) The Assignee must provide a written agreement, satisfactory to the Board of Managers, to be bound by all of the provisions of this Agreement;

(b) The Assignee must provide the Company with his/her/its taxpayer identification number and initial tax basis in the transferred interest, or in the case of an entity, its corresponding EIN;

(c) The Assignee must pay the reasonable expenses incurred in connection with his/her/its admission as a Member;

(d) The Transfer must be in compliance with all federal and state securities laws;

(e) The Transfer must not result in the termination of the Company pursuant to Code section 708 (26 U.S.C.A. § 708);

(f) The Transfer must not render the Company subject to the Investment Company Act of 1940, as amended (15 U.S.C.A. §§ 80a-1); and

(g) The Assigning Member must comply with the provisions of Article VII of this Agreement.

7.4 Company's Right to Purchase Transferor's Interest. Any Member who wishes to Transfer all or any part of his/her/its interest in the Company shall immediately provide the Company with written notice of his/her/its intention. The notice shall fully describe the nature of the interest to be transferred. Thereafter, the Company, or its nominee, shall have the option to purchase the Assigning Member's Membership Interest as a Reserve Interest at a price equal to the amount that the Assigning Member would receive if the Company were liquidated as of the date of the proposed Transfer and an amount equal to the book or agreed or appraised value of the Company as available for distribution to the Members, in accordance with this Agreement. The Members stipulate and agree to the following mechanism for purposes of determining the value of an Assigning Member's Membership Interest, in the event of any disagreement as to the value of the offered or purchased interest: first, the parties may agree as to the book value of the Assigning Member's Membership Interest; second, the Assigning Member and the Company may agree as to an appraised or stipulated value for the Assigning Member's Membership Interest; and third, each party shall be entitled to obtain an appraisal of their respective Membership Interest, and the two respective appraisers shall be obligated to stipulate to the designation of an independent third party appraiser, or umpire, whose decision as to the value of the Membership Interest shall be binding upon the Company and its Members.

(a) The option provided to the Company shall be irrevocable and shall remain open for thirty (30) days from the date that notice is given, except that if notice of intent to transfer is given by regular mail, the option shall remain open for thirty-five (35) days from the date that notice is given to the Company.

(b) At any time while the option remains open, the Company (or its nominee) may elect to exercise the option and purchase the Assigning Member's Membership Interest in the Company. The Assigning Member shall not vote on the question of whether the Company should exercise its option.

(c) If the Company chooses to exercise its option to purchase the Assigning Member's Membership Interest, it shall provide written notice to the Assigning Member within the option period. The notice shall specify a closing date for the purchase, which shall occur within thirty (30) days of the expiration of the option period. On the closing date, the Assigning Member shall be paid in cash the purchase price and shall deliver an instrument of title, free of any encumbrances and containing warranties of title, conveying his/her/its Membership Interest in the Company; however, the Company may have the option to make installment payments to purchase the Membership Interest over a 12 month period.

(d) If the Company declines to exercise its option to purchase the Assigning Member's Membership Interest, the Assigning Member may then Transfer his/her/its interest

in accordance with Article VII. Any Transfer not in compliance with the provisions of Article VII shall be null and void and have no force or effect.

7.5 Occurrence of Dissolution Event. Upon the death, withdrawal, resignation or retirement of a Member (a Dissolution Event), the Company shall be dissolved, unless the Remaining Members elect by a vote of a Majority Interest of the Members within ninety (90) days thereafter to continue the operation of the business. In the event that the Remaining Members, or any one or less than all of them, so agree, the Company and the Remaining Members shall have the right to purchase the Membership Interest of the Member whose actions caused the occurrence of the Dissolution Event. The Membership Interest shall be sold in the manner described in Section 7.7.

7.6 Withdrawal from Membership. Notwithstanding Section 7.5, in the event that a Member withdraws in accordance with Section 5.3, and such withdrawal does not result in the dissolution of the Company, the Company and the Remaining Members shall have the right to purchase the Membership Interest of the withdrawing Member in the manner described in Sections 7.4 and 7.7. Subject to Section 11.16, the dissolution of marriage of any Member which results in a requirement of a Transfer of such Member's Membership Interest shall be deemed a withdrawal from Membership that gives rise to a right of the Company and its Remaining Members to purchase such Membership Interest, in accordance with Section 7.7. In the event a dissolution of marriage entitles any Member's spouse a Membership Interest in the Company, and such spouse is ever deemed a Member within the Company, for or by any reason, said spouse's Membership Interest shall not contain any voting rights, as contemplated herein and that exist for the Members as defined in Section 1 and identified on the attached Exhibit A.

7.7 Purchase of Interest of Departing Member. Subject to Section 7.4 and subsection (e) herein, the purchase price of a Departing Member's Membership Interest shall be determined in accordance with the procedure provided in Section 7.4.

(a) Once a value has been determined, each Remaining Member shall be entitled to purchase that portion of the Departing Member's Membership Interest that corresponds to his/her/its percentage of the Membership Interests of those Members electing to purchase a portion of the Departing Member's Membership Interest in the Company.

(b) Each Remaining Member desiring to purchase a share of the Departing Member's Membership Interest shall have thirty (30) days to provide written notice to the Company of his/her/its intention to do so. The failure to provide notice shall be deemed a rejection of the opportunity to purchase the Departing Member's Membership Interest.

(c) If any Member elects not to purchase all of the Departing Member's Membership Interest to which he or she is entitled, the other Members may purchase that portion of the Departing Member's Membership Interest.

(d) The Board of Managers shall assign a closing date within sixty (60) days after the Members' election to purchase is completed. At that time, the Departing Member shall deliver to the Board of Managers and the Remaining Members an instrument of title, free of

any encumbrances and containing warranties of title, duly conveying his/her/its Membership Interest in the Company and, in return, he or she shall be paid the purchase price for his/her/its Membership Interest in cash. The Departing Member, the Board of Managers and the Remaining Members shall perform all acts reasonably necessary to consummate the transaction in accordance with this Agreement.

(e) In the event a Member's death causes a Member to become a Departing Member, then the deceased Member's estate, and or designated beneficiary of said estate, may continue to own the deceased Member's Membership Interests in the Company, subject to all rights and remedies as contained in the Agreement, however, the resulting deceased Member's estate Membership Interest in the Company, and/or the resulting designated beneficiary of said estate's Membership Interest in the Company, shall not contain any voting rights, as contemplated herein and that exist for the Members as defined in Section 1 and identified on the attached Exhibit A. *See also* Section 11.18 – Insurance, of this Agreement

7.8 No Release of Liability. Any Member or Departing Member whose Membership Interest in the Company is sold or maintained pursuant to Article VII is not relieved thereby of any liability he or she may owe the Company.

ARTICLE VIII BOOKS, RECORDS, AND REPORTING

8.1 Books and Records. The Board of Managers or its designee shall maintain at the Company's principal place of business the following books and records:

(a) A current list of the full name and last known business or residence address of each Member and Manager set forth in alphabetical order, together with the Capital Contribution, Capital Account, Membership Interest, and Voting Rights of each Member;

(b) A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or any amendments thereto were executed;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the three (3) most recent taxable years, as applicable;

(d) A copy of this Agreement and any amendments hereto, together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments hereto were executed;

(e) Copies of the Company's financial statements, if any, for the three (3) most recent fiscal years, as applicable;

(f) The books and records of the Company as they relate to its internal affairs for at least the current and past three (3) fiscal years;

(g) True and correct copies of all relevant documents and records indicating the amount, cost and value of all of the property and assets of the Company;

- (h) All records required to be maintained by State and Federal securities laws;
- (i) All records required to be maintained by the Fair Labor Standards Act and the New York Department of Labor;
- (j) All records required to be maintained by the New York Department of Taxation and Finance;
- (k) All records required to be maintained by local licensing authorities;
- (l) All records required to be maintained by the Internal Revenue Code;
- (m) All records required to be maintained by the applicable provisions of the Electronic Signatures in Global and National Commerce Act and/or the applicable New York law;
- (n) All instruments indorsed to the Company; and
- (o) Any document that the Company acquires as a holder in due course, pursuant to the New York Uniform Commercial Code.

8.2 Accounting Methods. The books and records of the Company shall be maintained in accordance with the accounting methods utilized for federal income tax purposes.

8.3 Reports. The Board of Managers shall cause to be prepared and filed in a timely manner all reports and documents required by any governmental agency. The Board of Managers shall cause to be prepared at least annually all information concerning the Company's operations that is required by the Members for the preparation of their federal and state tax returns. The Board of Managers shall send to each Member within one hundred eighty (180) days of the conclusion of the taxable year:

- (a) All information concerning the Company's operations necessary to the preparation of the Member's individual federal and state income tax or information returns;
- (b) A copy of the Company's federal, state, and local income tax or information returns for the taxable year, if the Company has thirty-five (35) or fewer Members; and
- (c) An annual report containing a balance sheet as of the end of the fiscal year as well as an income statement and statement of changes in financial position, accompanied by the report thereon, if any, of the independent accountant engaged by the Company, or, if there is no report, a signed certificate from the Board of Managers that the financial statements were prepared from the un-audited books and records of the Company, if the Company has more than thirty-five (35) Members.

8.4 Bank Accounts. The Board of Managers shall maintain all of the funds of the Company in a bank account or accounts in the name of the Company or a registered trade name or registered "D/B/A" of the Company, at a depository institution or institutions to be determined by the Board of Managers. The Board of Managers shall not permit the funds of

the Company to be commingled in any manner with the funds or accounts of any other Person. The Board of Managers shall have the powers enumerated in this Agreement with respect to endorsing, signing, and negotiating checks, drafts, or other evidence of indebtedness to the Company or obligating the Company to pay money to a third party.

8.5 Tax Matters Member (Tax Matters Partner). The Company designates Matthew Kibble as Tax Matters Member ("Tax Matters Partner"), as defined in Code section 6231(a)(7) [26 U.S.C.A. § 6231(a)(7)] to represent the Company, at the Company's expense, in all examinations of the Company's affairs by taxing authorities and to expend Company monies to obtain necessary professional services in connection with such examinations, until such time as their successor is appointed. The Board of Managers may appoint a different Tax Matters Partner from time to time.

ARTICLE IX DISSOLUTION, LIQUIDATION, AND WINDING UP

9.1 Conditions Under Which Dissolution Shall Occur. The Company shall dissolve and its affairs shall be wound up upon the happening of the first to occur of the following:

- (a) At the time specified in the Articles;
- (b) Upon the happening of a Dissolution Event, and the failure of the Remaining Members to elect to continue, in accordance with Article VII of this Agreement;
- (c) Upon the vote of all of the Members to dissolve;
- (d) Upon the entry of a decree of judicial dissolution pursuant to the Act;
- (e) Upon the happening of any event specified in the Articles as causing or requiring dissolution; or
- (f) Upon the sale of all or substantially all of the Company's assets.

9.2 Winding Up and Dissolution. If the Company is dissolved, the Board of Managers shall wind up its affairs in accordance with the Act, including the selling of all of the Company's assets (except as provided in Section 2.3 hereof) and the provision of written notification to all of the Company's creditors of the commencement of dissolution proceedings.

9.3 Order of Payment. After determining that all known debts and liabilities of the Company in the process of winding up have been paid or provided for, including, without limitation, debts and liabilities to Members or Managers who are creditors of the Company, the Board of Managers shall distribute the remaining assets among the Members in accordance with their Positive Capital Account balances, after taking into consideration the profit and loss allocations made pursuant to Section 6.4. Members shall not be required to restore Negative Capital Account Balances.

9.4 Members' Receipt of Payment. Except as otherwise provided in this Agreement or by the Act, the Members are entitled to payment of their Capital Account balances only from the Company and are not entitled to recover their Positive Capital Account balance or share of Net Profits from any individual Member or Manager, except as otherwise provided in this Agreement.

9.5 Certificates to Be Filed. Upon the dissolution of the Company, the Board of Managers shall file such documents as are necessary with the State and Federal government in order to complete the dissolution of the Company.

ARTICLE X INDEMNIFICATION

10.1 Indemnification of Agents. The Company shall indemnify any Member, Manager or officer and may indemnify any Person to the fullest extent permitted by law on the date such indemnification is requested for any judgments, settlements, penalties, fines, or expenses of any kind incurred as a result of that Person's performance in the capacity of Member, Manager, officer, employee, or agent of the Company, as long as the Member, Manager, or Person did not behave in violation of other applicable provisions of this Agreement.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Assurances. Each Member shall execute all documents and certificates and perform all acts deemed appropriate by the Board of Managers and the Company or required by this Agreement or the Act in connection with the formation and operation of the Company and the acquisition, holding, or operation of any property by the Company.

11.2 Complete Agreement. This Agreement, the Articles, and other related SEC exempt investor documents constitute the complete and exclusive statement of the agreement among the Members with respect to the matters discussed herein and therein and they supersede all prior written or oral statements among the Members, including any prior statement, warranty, or representation.

11.3 Section Headings. The section headings which appear throughout this Agreement are provided for convenience of reference only and are not intended to define or limit the scope of this Agreement or the intent or subject matter of its provisions.

11.4 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and each person entering into this Agreement acknowledges that this Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

11.5 Interpretation. All pronouns and common nouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the context may require. In the event that any claim is made by any Member relating to the drafting and interpretation of this Agreement, no presumption, inference, or burden of proof or persuasion shall be created or implied solely by virtue of the fact that this Agreement was drafted by or at the behest of a particular Member or his/her/its counsel.

11.6 Company Counsel. Company counsel may also be counsel to any Member, Manager, or Affiliate of a Member or Manager. Signed conflict waivers shall be executed by the Board of Managers on behalf of the Members, as well as any other written waivers or consents to such representation as may be required by the New York Rules of Professional Conduct or the rules governing professional conduct in other jurisdictions.

11.7 Applicable Law. Each Member agrees that all disputes arising under or in connection with this Agreement and any transactions contemplated by this Agreement shall be governed by the internal law, and not the law of conflicts, of the State of New York.

11.8 Jurisdiction and Venue. Each Member agrees to submit to the exclusive jurisdiction of the federal and state courts of the State of New York in any action arising out of a dispute under or in connection with this Agreement or any transaction contemplated by this Agreement. Each Member further agrees that personal jurisdiction may be exercised upon him or her by service of process by registered or certified mail addressed as provided in Exhibit A attached hereto, and that when service is so made, it shall be as if personal service was rendered within the State of New York.

11.9 Specific Performance. The Members acknowledge and agree that irreparable injury shall result from a breach of this Agreement and that money damages will not adequately compensate the injured party. Accordingly, in the event of a breach or a threatened breach of this Agreement, any party who may be injured shall be entitled, in addition to any other remedy which may be available, to injunctive relief to prevent or to correct the breach.

11.10 Mediation/Arbitration.

(a) Except as otherwise provided in this Agreement, any dispute arising out of this Agreement shall first be submitted to mediation. The third-party mediator shall be selected and agreed upon by the disputing parties within ten (10) days of the noticed dispute, and if one cannot be determined, then the mediator shall be selected by the Registered Agent for the Company within five (5) days thereafter. The mediation shall be scheduled to take place in the appropriate New York City and County, and all of the fees and costs of the arbitration shall be shared equally by the disputing parties. In the event mediation is unsuccessful, the dispute shall be submitted to arbitration for resolution consistent with Sections 4.14 and 5.14 of this Agreement. The arbitration shall be scheduled to take place in the appropriate New York City and County, within thirty (30) days from the date the arbitrator is selected, and all of the fees and costs of the arbitration shall be shared equally by the parties. Attorney fees may be awarded to the prevailing party at the discretion of the arbitrator, but the arbitrator

shall have no power to alter or amend this Agreement or to award any relief inconsistent with the provisions herein or unavailable in a court of law.

(b) EACH MEMBER UNDERSTANDS THAT THIS AGREEMENT TO MEDIATE AND ARBITRATE ALL DISPUTES MEANS THE MEMBER IS AGREEING TO WAIVE TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY RIGHT THE MEMBER MAY HAVE TO ASK FOR PUNITIVE DAMAGES OR A JURY OR COURT TRIAL IN ANY DISPUTE WITH THE COMPANY OR OTHER MEMBERS.

(c) Attorneys' Fees and Costs. Subject to the other provisions of this Agreement, the Company's own attorneys' fees and costs in any mediation, arbitration or litigation under this section shall be funded as an Additional Capital Contribution. In addition to any relief, order or award that enters, as determined by an arbitrator or court, each Member found to be a losing party in any arbitration or litigation between or among the Company and any of the Members will be required to pay the reasonable attorneys' fees, expert witness fees, and costs of each Member determined prevailing party, and all such losing Members, jointly and severally, will also pay the arbitrator's or court's fees and expenses in any arbitration or litigation. The Company shall have no liability for any Member's attorneys' fees and costs under this Agreement. If the Company is determined to be a prevailing party, each Member determined to be a losing party shall pay the Company's attorneys' fee and costs award, and no Member's Membership Interest will be increased or decreased based on any losing Member's payment of an attorneys' fee and costs award for the Company under this Agreement.

(d) Continuing Rights and Obligations. The Members' and the Company's rights and obligations under this section will survive any Member's dissociation or the dissolution of the Company.

11.11 Remedies Cumulative. The remedies described in this Agreement are cumulative and shall not eliminate any other remedy to which a Person may be lawfully entitled.

11.12 Notices. Any notice or other writing to be served upon the Company or any Member thereof in connection with this Agreement shall be in writing and shall be deemed completed when e-mailed, faxed, or otherwise delivered to the address specified in Exhibit A, if to a Member, and to the Registered Agent, if to the Company. Any Member shall have the right to change the address at which notices shall be served upon ten (10) days' written notice to the Company and the other Members.

11.13 Amendments. Any amendments, modifications, or alterations to this Agreement or the Articles must be in writing and signed by all Members.

11.14 Severability. Each provision of this Agreement is severable from the other provisions. If, for any reason, any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision shall have no effect on the remaining provisions of the Agreement that continue in full force and effect.

11.15 Counterparts and Facsimile Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together

shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

11.16 Spousal Consent. The Board of Managers may require a married Member to have his or her spouse execute a consent to this Agreement, and that such execution shall be for the sole purpose of acknowledging such spouse's consent and approval of this Agreement, as aforesaid, and nothing contained in this Section 11.16 shall be deemed to have constituted any such spouse a Member of the Company.

11.17 Wills. Each Member agrees to insert in his/her will or to execute a codicil thereto directing and authorizing his/her personal representative(s) to fulfill and comply with the provisions hereof and to sell and Transfer or maintain his/her percentage of Membership Interest and membership rights in accordance herewith.

11.18 Insurance. The Company shall have the right to make application for, take out, and maintain in effect such policies of life insurance on the lives of any or all of the Managers and Members, whenever and in such amounts as the Board of Managers shall determine. Each Member shall exert his or her best efforts and fully assist and cooperate with the Company in obtaining any such policies of life insurance. Such insurance is contemplated to be purchased under a separate buy-sell agreement that may otherwise amend and supersede the Transfer and buy-out provisions of a Member upon his or her death.

11.19 Confidentiality. The details of this Agreement and, specifically, the identification of Members, terms of Capital Contributions, Distributions of Profits, methods and practices of the Company, and trade secrets shall be deemed to be confidential, shall not be discussed with anyone or released to the public or professional media, **AND NEITHER THE MEMBERS NOR THE AGREEMENT, OR ANY ASPECT OF THE COMPANY WITH ANY REPRESENTATIVE OF THE MEDIA OR ANY OTHER PERSON,** without the approval of the Board of Managers. The Company may disclose any or all portions of this Agreement a regulatory authority or court to whom disclosure is required by law, regulation or valid order or subpoena.

11.20 Waiver of Action for Partition. Each Member irrevocably waives any right that it may have to maintain any action for partition with respect to the property of the Company; provided, however, that this provision shall not apply to any asset that is distributed in kind to any Member, if so arising, and subject to the provisions contained herein and as described in Exhibit B attached hereto.

11.21 Investment Representations. Each Member represents and warrants to the Company that:

(a) It is acquiring its Membership Interest for investment purposes only and does not intend to resell or subdivide such interest.

(b) It acknowledges that the Membership Interests are being offered and sold under exemptions from registration under the Securities Act and exemptions from qualification under the securities laws of the State of New York, for transactions not involving any public offering, and that in connection with the perfection of such exemptions, the Company is

relying on the representations and warranties of each Member included herein, as well as the representations and warranties of each Member in any separate SEC exempt investor documents to be provided by the Company, including but not limited to the following:

(i) It has the financial ability to bear the economic risk of its investment in the Company (including its possible loss), has adequate means of providing for its current needs and personal contingencies, and has no need for liquidity with respect to its investment in the Company; and

(ii) It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company and has obtained, in its judgment, sufficient information to evaluate the merits and risks of an investment in the Company.

(c) It understands that neither any Membership Interest has been registered under the Securities Act of 1933 or qualified under the securities laws of the State of New York, and therefore cannot be transferred, resold, pledged, hypothecated, assigned or otherwise disposed of unless it is subsequently registered or qualified under the Securities Act of 1933 and under applicable state securities laws, or an exemption from registration and/or qualification is available. It will not sell or otherwise transfer any Membership Interest without registration under the Securities Act of 1933 or under an exemption therefrom, and understands and agrees that the Company is not obligated to register or qualify any Membership Interest on its behalf or to assist it in complying with any exemption from such registration or qualification. It further understands and agrees that sales or Transfers of any Membership Interest are further restricted by other provisions of this Agreement and New York law.

11.22 Other Representations and Warranties. As of the date the Member becomes a Member, each Member represents and warrants that:

(a) **Valid Obligation.** This Agreement constitutes the legal, valid and binding obligation of the Member.

(b) **No Conflict with Restrictions; No Default.** Neither the execution, delivery and performance of this Agreement, nor the consummation by the Member of the transactions contemplated hereby:

(i) shall conflict with, violate or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, writ, injunction, decree, determination or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, applicable to the Member or any of its Affiliates;

(ii) shall conflict with, violate, result in a breach of or constitute a default under any of the terms, conditions or provisions of the articles of organization, bylaws, partnership agreement or operating agreement (if any) of the Member or any of its Affiliates or of any material agreement or instrument to which the Member or any of its Affiliates is a party or by which the Member, or any of its Affiliates is or may be bound or to which any of its material properties or assets is subject;

(iii) shall conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights, or require any consent, authorization, or approval under any indenture, mortgage, lease agreement, or instrument to which the Member or any of its Affiliates is a party or by which the Member or any of its Affiliates is or may be bound; or

(iv) shall result in the creation or imposition of any lien upon any of the material properties or assets of the Member or any of its Affiliates.

11.23 Investment Company Act; Public Utility Holding Company Act. Neither the Member nor any of its Affiliates is, nor shall the Company as a result of the Member holding a Membership Interest be, an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940. Neither the Member nor any of its Affiliates is, nor shall the Company as a result of the Member holding a Membership Interest be, a "holding company," "an affiliate of a holding company," or a "subsidiary of a holding company," as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935.

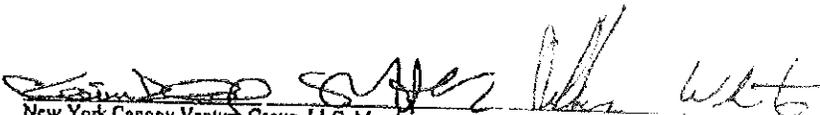
11.24 Further Assurances. The Members and the Company agree that they and each of them will take whatever action or actions as are deemed by counsel to the Company to be reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Agreement, and to that end, the Members and the Company agree that they will execute, acknowledge, seal, and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement or any of the provisions hereof, or to carry out the intent of this Agreement or any of the provisions hereof.

11.25 Exhibits. All Exhibits described or otherwise referred to herein and attached hereto are hereby incorporated into this Agreement by reference.

11.26 Legal Counsel. The Managers have engaged Feldmann Nagle, LLC ("FN"), as legal counsel to the Company. FN has not been engaged to protect or represent the interests of any Member or Manager vis-à-vis the Company or the preparation of this Agreement, and no other legal counsel has been engaged by the Company or to act in such capacity. In its capacity as legal counsel to the Company, FN may be subject to actual or potential conflicts arising from its representation of one (1) or more Members or parties related thereto in connection with matters other than the preparation of this Agreement or the operation of the Company. Each Member (a) has carefully considered the foregoing and hereby approves FN's representation of the Company, (b) acknowledges the possibility that, under the laws and ethical rules governing the conduct of attorneys, FN may be precluded from representing any one (1) or more specific parties in connection with any dispute involving Members or the Company, and (c) agrees that FN may decline to represent, or withdraw from its representation of, the Company at any time. Each Member (x) acknowledges that actual or potential conflicts of interest exist among the Members, that such Member's interests will not be represented by legal counsel unless such Member engages counsel on its own behalf, and that such Member has been afforded the opportunity to engage and seek the advice of its own legal counsel before entering into this Agreement; (y) agrees that, in the event of a dispute

any one (1) or more specific parties in connection with any dispute involving Members or the Company, and (c) agrees that FN may decline to represent, or withdraw from its representation of, the Company at any time. Each Member (x) acknowledges that actual or potential conflicts of interest exist among the Members, that such Member's interests will not be represented by legal counsel unless such Member engages counsel on its own behalf, and that such Member has been afforded the opportunity to engage and seek the advice of its own legal counsel before entering into this Agreement; (y) agrees that, in the event of a dispute between one (1) or more Members, on the one hand, and the Company, on the other hand, FN may represent the Company; and (z) acknowledges that the approvals, acknowledgments and waivers made by such Member pursuant to this Section 11.26 do not reflect or create a right under this Agreement on the part of such Member to approve the Managers' selection of legal counsel to the Company. Each Member further agrees that neither this Agreement nor the transactions and Company operations contemplated hereby are intended to create an attorney/client relationship between FN and such Member or any other relationship pursuant to which such Member (acting other than in the name of the Company) would have a right to object to FN's representation of any Person under any circumstances. This Section 11.26 shall be treated as a supplement to, and not a substitution or replacement for, any other waiver, consent or other agreement provided to FN by any Person. Nothing in this Section 11.26 shall preclude the Company from selecting different legal counsel at any time in the future and, except as specifically provided in this Section 11.26, no Member shall be deemed by virtue of this Agreement to have waived its right to object to any conflict of interest relating to matters other than this Agreement or the transactions and Company operations contemplated herein.

IN WITNESS WHEREOF, the Members of Mindful Medical New York, LLC have hereunto set our hands and seals on the day first written above.

By: 
New York Canopy Venture Group, LLC, Member
By: Kevin Daly, Meg Sanders, and Jeff White, Its Managers

By: 
RAM Holdings Group, LLC, Member
By: Matthew Kibbie, Michael Dolan, and Matthew Tollin, Its Managers

EXHIBIT A

**MEMBERS' MEMBERSHIP INTERESTS OF MINDFUL MEDICAL NEW YORK, LLC
AS OF JUNE 4, 2015**

Members	Membership Interests
New York Canopy Venture Group, LLC	49.30% (Class A Voting)
RAM Holdings Group, LLC	49.30% (Class A Voting)
John Mulvaney	██████% (Class B Non-Voting)
Carlos Gallego	██████% (Class B Non-Voting)
Total	100.00%

RAM Holdings Group, LLC

Organizational Documents

RAM Holdings Group, LLC

Certificate of Formation

CERTIFICATE OF FORMATION

OF

RAM HOLDINGS GROUP LLC

Filed by:

Israeloff, Trattner
& Co., P.C.
450 Seventh Avenue
Suite 2701
New York, New York 10123

CERTIFICATE OF FORMATION

RAM HOLDINGS GROUP LLC

FIRST: The name of the limited liability company is RAM HOLDINGS GROUP LLC.

SECOND: Its Registered Office is to be located at 3500 South Dupont Highway, Dover, Delaware 19901 in the County of Kent. The Registered Agent in charge thereof is W/K Incorporating Services, Inc.

I, THE UNDERSIGNED, for the purpose of forming a limited liability company under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein are true, and I have accordingly hereunto set my hand this 4th day of May 2015.



Lawrence A. Kirsch

Authorized Person on behalf of the LLC

RAM Holdings Group, LLC Operating Agreement

**OPERATING AGREEMENT
OF
RAM HOLDINGS GROUP, LLC**

A Delaware Limited Liability

Company Dated Effective:

May 26, 2015

THE LLC MEMBERSHIP INTERESTS REPRESENTED BY THIS AMENDED AND RESTATED OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY DELAWARE SECURITIES ACT, OR SIMILAR LAWS OR ACTS OF OTHER STATES IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS IS RESTRICTED AS STATED IN THIS AMENDED AND RESTATED OPERATING AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE LLC RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING THE MEMBERSHIP INTEREST REPRESENTED BY THIS AMENDED AND RESTATED OPERATING AGREEMENT, THE MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS MEMBERSHIP INTERESTS WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

OPERATING AGREEMENT
OF
RAM HOLDINGS GROUP, LLC

THIS OPERATING AGREEMENT (“Agreement,” as defined below) of RAM HOLDINGS GROUP, LLC (“Company”), a limited liability company organized pursuant to the Act (as defined below), is effective as of May 26, 2015, by and among the Company and the Persons executing this Agreement as the Members listed on attached Schedule A (as defined below) and the initial Managers of the Company listed on attached Schedule B (as defined below).

ARTICLE I - DEFINITIONS

1.1 **Definitions.** The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” means the title, chapter, code of laws or other section of the statutes of Delaware that governs limited liability companies, as the same may be amended from time to time, including Chapter 18 of Title 6 of the Delaware Code Annotated.

“Adjusted Capital Account” means, with respect to a Member, the balance in such Member’s Capital Account at the end of the relevant Fiscal Year, as determined in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv).

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

“Affiliate” of a specified Person means (i) any Person directly or indirectly controlling, controlled by or under common control with the specified Person; (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of the specified Person; (iii) any officer, director, or partner of the specified Person; or (iv) if the specified Person is an officer, director, or partner, any entity for which the specified Person acts in such capacity.

“Agreement” means this Operating Agreement, including any amendments hereto.

“Articles of Organization” means the Articles of Organization of the Company filed with the Delaware Secretary of State, as amended or restated from time to time.

“Capital Account” means, with respect to each Member or assignee of a Member, a financial and tax accounting account which shall be maintained and adjusted in accordance with the capital accounting rules of Code Section 704(b) and the following provisions:

(a) To each Member’s Capital Account there shall be credited an amount equal to such Member’s Capital Contributions, such Member’s distributive share of Net Profit, any items in the nature of income or gain that are specially allocated pursuant to the Section of Article IX entitled “Net Profit and Net Loss Allocations and Net Cash Flow Distributions,” and the amount of any Company liabilities that are assumed by such Member or that are secured by Company assets distributed to such Member.

(b) From each Member’s Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company asset distributed to such Member pursuant to any provision of this Agreement, such Member’s distributive share of Net Loss, any items in the nature of expenses or losses which are specially allocated pursuant to the Sections of Article IX entitled “Special Allocations” and “Curative Allocations,” and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any asset contributed by such Member to the Company.

(c) In the event that any Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent that it relates to the transferred interest.

(d) In the event that the Gross Asset Values of the Company assets are adjusted pursuant to the definition of Gross Asset Value in this Agreement, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate adjustments as if the Company recognized gain or loss equal to the amount of such aggregate adjustment.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.7041(b), and shall be interpreted and applied in a manner consistent therewith.

“Capital Contribution” means any contribution to the capital of the Company in cash or property by a Member whenever made.

“Capital Transaction” means and includes any sale or exchange by the Company of its interest in any Company property or a part thereof, a refinancing by the Company of any Company property or a part thereof, a condemnation of the Company’s property or a part thereof, a forgiveness of indebtedness that produces income, or any similar transaction which in accordance with generally accepted accounting principles is attributable to capital.

“Code” means the Internal Revenue Code of 1986, as amended from time to time (and any corresponding provisions of succeeding law).

“Common Unit” means a Membership Interest issued as a “Common Unit” with each class or series of Units conferring the respective rights, privileges, preferences, benefits, powers, duties, obligations and limitations provided in the Act and this Agreement with respect thereto.

“Company Minimum Gain” has the meaning ascribed to “partnership minimum gain” set forth in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

“Depreciation” means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis.

“Employment Agreement” means the employment agreement, if any, by and between any Member, or Manager and the Company.

“Fiscal Year” means the calendar year; provided, however, that the first Fiscal Year of the Company shall commence on the effective date of this Agreement and continue through December 31 of that calendar year.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers as of the following times: (A) the acquisition of an interest or an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company assets other than money, unless all Members receive simultaneous distributions of undivided interests in the distributed assets in proportion to their Percentage Interests in the Company; and (C) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B); provided, however, that the adjustments pursuant to clauses (A) and (B) above shall be made only if the Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members; and

(c) If the Gross Asset Value of an asset has been determined or adjusted pursuant to this definition, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profit or Net Loss.

“Initial Capital Contribution” means the initial contribution to the capital of the Company made by a Member pursuant to this Agreement as set forth in Schedule A.

“Majority” means, with respect to the Managers, a combination of any of such Managers constituting more than fifty percent (50%) of the number of all the Managers of the Company who are then elected and qualified. Any reference in this Agreement to action by the Manager or Managers of the Company refers to an action consented to by a Majority of all the Managers, unless specifically indicated otherwise within the context of a specific Section or Paragraph.

“Majority in Interest” means, with respect to any referenced group of Members, a combination of any of such referenced group of Members who, in the aggregate, own more than fifty percent (50%) of the Membership Interests owned by all of such referenced group of Members.

“Manager” means a Person designated as a manager of the Company on Schedule B (as defined below), or otherwise designated as a manager in a written agreement of the Members, or any other Person that succeeds such manager in his or her capacity as Manager, or any other Person who is elected to act as a manager of the Company as provided in this Agreement. “Managers” means all such Persons as a group. Any reference to the plural term Managers shall also refer to the singular term Manager if there is at any time only one Manager, unless specifically indicated otherwise within the context of a specific Section or Paragraph.

“Member” means each Person designated as a member of the Company on Schedule A, or any additional Person admitted as a member of the Company in accordance with the terms of this Agreement. “Members” means all such Persons as a group. “Member” means “Partner” and “Company” means “Partnership” for purposes of the Code and Regulations.

“Member Minimum Gain” means an amount with respect to each Member Nonrecourse Debt equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Treasury Regulations.

“Member Nonrecourse Debt” has the meaning ascribed to “partnership nonrecourse debt” in Section 1.704-2(b)(4) of the Treasury Regulations.

“Member Nonrecourse Deductions” has the meaning ascribed to “partnership nonrecourse deductions” in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Treasury Regulations.

“Membership Interest” means an ownership interest in the Company, represented by a Capital Account as evidenced by Common Units and Preferred Units, entitling the holder of such Membership Interest to the rights and benefits provided in this Agreement and obligating such holder to comply with the terms and conditions of this Agreement. The Membership Interests of the Members as of the date hereof shall be as set forth in Schedule A.

“Net Capital Proceeds” means the amount of any net cash proceeds received by the Company from a Capital Transaction after retirement of applicable mortgage debts, payment of all expenses related to the Capital Transaction, payment of or provision for Company obligations and establishment and maintenance of such reserves as the Managers in their fiduciary discretion deem necessary or appropriate for the Company’s investments, obligations, reserves, contingencies, capital improvements, replacements and working capital.

“Net Cash Flow” means cash revenues from the operation of the business of the Company (including cash revenues in the ordinary course of business, but excluding Net Capital Proceeds, Capital Contributions, and insurance proceeds), decreased by (i) cash expenses, (ii) debt payments (principal and interest), (iii) capital expenditures to the extent not paid from borrowings, reserves, or insurance proceeds, and (iv) the amount allocated for establishment and maintenance of any and all reserves required by any governmental agency or as the Managers in their fiduciary discretion may deem necessary or appropriate for the Company’s investments, obligations, reserves, contingencies, capital improvements, replacements and working capital.

“Net Profit or Net Loss” means for each Fiscal Year or other period an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profit or Net Loss pursuant to this definition shall be added to such taxable income or loss.

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Treasury Regulations, and not otherwise taken into account in computing Net Profit or Net Loss pursuant to this definition, shall be subtracted from such taxable income or loss.

(c) Gain or loss resulting from any disposition of Company assets with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value.

(d) In lieu of the Depreciation taken into account in computing such taxable income or loss there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with its definition herein.

(e) To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or 743(b) is required to be taken into account pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member’s Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profit or Net Loss.

(f) Notwithstanding any other provision in this definition, any items which are specially allocated pursuant to the Sections of Article IX entitled “Special Allocations” and “Curative Allocations” shall not be taken into account in computing Net Profit or Net Loss.

The amounts of the items of Company income, gain, loss or deduction available to be

specifically allocated pursuant to Article IX shall be determined by applying rules analogous to those set forth in this definition.

“Nonrecourse Deductions” has the meaning set forth in Section 1.704-2(b)(1) of the Treasury Regulations.

“Nonrecourse Liability” has the meaning set forth in Section 1.704-2(b)(3) of the Treasury Regulations.

“Percentage Interest” means the percentage ownership interest of a Member. The Percentage Interest for each Member shall be the percentage determined by dividing the Membership Interests owned by a Member into the total Membership Interests owned by all Members, as adjusted (if at all) in accordance with Article VIII.

“Person” means an individual, a trust, an estate, a domestic corporation, a foreign corporation, a professional corporation, a partnership, a limited partnership, a limited liability company, a foreign limited liability company, an unincorporated association, or any other legal entity.

“Record Holder” means a Person shown on the books and records of the Company as the owner of Membership Interests as of the close of business on any day on which Record Holders are to be determined.

“Secretary of State” means the Secretary of State of Delaware.

“Schedule A” and “Schedule B” mean the schedules so designated which are attached hereto and incorporated by reference as part of the essential terms of this Agreement.

“Supermajority” shall mean a vote of at least sixty-five percent (65%) of the interests or, as the case may be, Managers voting.

“Treasury Regulations” or “Regulations” means the Income Tax Regulations and Temporary Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE II - FORMATION OF THE COMPANY

2.1 **Formation.** The Company was formed upon filing with the Secretary of State of Delaware the Articles of Organization of the Company and shall initially operate in Delaware and file all filings requested thereby. A copy of the Articles of Organization shall be placed in the Company’s permanent records. In consideration of the mutual premises and covenants contained in this Agreement and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree that the rights and obligations of the parties and the administration and termination of the Company shall be governed by this Agreement and the Articles of Organization.

2.2 **Name.** The business and affairs of the Company shall be conducted under its organized name. The name of the Company may be changed from time to time by amendment of the Articles of Organization. The Company may transact business under an assumed name by

filing an assumed name certificate in the manner prescribed by applicable law.

2.3 **Registered Office and Registered Agent.** The Company's registered office and the name of its initial registered agent shall be as set forth in the Company's Articles of Organization or, if not listed in the Articles, shall be as otherwise designated by the Managers or as otherwise required by the Code of Laws.

2.4 **Principal Place of Business.** The principal place of business of the Company within Delaware shall be as set forth in the Company's Articles of Organization or, if not listed in the Articles, shall be as otherwise designated by the Managers. The Company may locate its place of business and registered office at any other place or places as the Managers may from time to time deem necessary or advisable and file such statements of change as required by the Code of Laws.

2.5 **Term.** The Company shall be formed and shall commence doing business as of the date of the filing of the Articles of Organization and shall continue in perpetuity until the Company is dissolved and its affairs wound up in accordance with the provisions of this Agreement, the Articles of Organization or the Act.

2.6 **Purposes and Powers.** The purposes of the Company are to (i) obtain license and market medical marijuana licenses from various states and (ii) to own, hold, maintain, license, encumber, lease, sell, transfer or otherwise dispose of all property, assets, or interests in property as may be necessary, convenient or appropriate to accomplish the activities described in clause (i) above, and (iii) to incur indebtedness or obligations in furtherance of the activities described in clauses (i) and (ii) above, and (iii) to conduct such other activities as may be necessary or incidental to the foregoing, all on the terms and conditions and subject to the limitations set forth in this Agreement.

2.7 **Nature of Members' Interests.** The Membership Interests of the Members in the Company shall be personal property for all purposes. Legal title to all Company assets shall be held in the name of the Company. Neither any Member nor a successor, representative or assignee of such Member shall have any right, title or interest in or to any Company property or the right to partition any real property owned by the Company.

2.8 **Restriction on Authority of the Members and Managers.**

(a) Notwithstanding anything in this Agreement to the contrary, including without limitation the provisions of Article III entitled "Rights and Duties of Managers," without the majority consent of the ownership interests of all of the Members, neither the Company, the Members nor the Managers shall have the authority, collectively or individually, to:

- (i) do any act in contravention of this Agreement;
- (ii) amend, modify or waive provisions of this Agreement; or
- (iii) alter the purposes of the Company as set forth in the Section of Article II entitled "Purposes and Powers."

(b) It is expressly understood and agreed that nothing in this Section shall expand the rights of any Member beyond those granted by the Act or expressly granted by this Agreement.

ARTICLE III - RIGHTS AND DUTIES OF MANAGERS

3.1 **Management.** Except as otherwise expressly provided in this Agreement, the Articles of Organization, or other applicable law, all decisions with respect to the management of the business and affairs of the Company shall be made by the Managers. The Managers shall have full and complete authority, power and discretion to manage and control the business of the Company, to make all decisions regarding those matters and to perform any and all other acts customary or incident to the management of the Company's business, except only as to those acts for which approval by the Members is expressly required by the Articles of Organization, this Agreement, or other applicable law, in which case it is agreed that in each and every case the approval contemplated will rest entirely with only the Members. The Managers may establish an employee ownership option plan provided that doing so does not amend these Articles of Organization. The Managers may delegate responsibility for the day-to-day management of the Company to any individual Manager or other Person retained by the Managers, including any Person designated as an officer of the Company, who may but need not be a Member or Manager of the Company, who shall have and exercise on behalf of the Company all powers and rights necessary or convenient to carry out such management responsibilities, with such titles, authority, duties and compensation as may be designated by the Managers, subject to any applicable restrictions specifically provided in this Agreement or contained in the Act. Only the Managers and any such officers, employees or other agents of the Company authorized by the Managers shall have authority to bind the Company or have any rights or powers to conduct the affairs of the Company. The Managers hereby appoint the President of the Company the responsibility to run the day-to-day operations of the Company.

3.2 **Number and Qualifications.** The Managers of the Company shall initially be the individuals named on Schedule B. The names and consents of the Managers to serve as such shall be evidenced on Schedule B, as amended upon any change of a Manager. The number of Managers of the Company may be fixed from time to time by a Majority in Interest of the Members, but in no instance shall any decrease in the number of Managers have the effect of shortening the term of any incumbent Manager. Managers need not be Members of the Company or residents of the state in which the Articles of Organization of the Company are filed.

3.3 **Election and Term of Office.** A Manager shall be elected at the annual meeting or a special meeting by the Members in accordance with the voting requirements set forth in this Agreement. Each Manager shall hold office until the Manager's successor shall have been elected and qualified, or until the death or dissolution of such Manager, or until such Manager's resignation or removal from office in the manner provided in this Agreement. Until the Preferred Capital Contributions are paid in full, the Managers set forth in Schedule B shall remain the Managers subject to Section 3.6 below.

3.4 **Resignation.** Any Manager of the Company may resign at any time by giving

written notice to all of the Members of the Company. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as may be specified in such notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.5 Inspection of Books and Records. Any Member and Manager shall have the right to examine all books and records of the Company for a purpose reasonably related to such Member's ownership or Manager's position as a Manager. The Company shall keep adequate books and records at its principal place of business with all information required by the Delaware Code of Laws.

3.6 Removal. Subject to Section 3.3 above, at any annual meeting, or special meeting of the Members called expressly for that purpose, all or any lesser number of Managers may be removed, either with or without cause, by the Members in accordance with the Supermajority voting requirements set forth in this Agreement. Any vacancy so created may be filled at any annual or special meeting of the Members in accordance with the voting requirements set forth in this Agreement. A Manager will automatically be removed if convicted of fraud or gross negligence against the Company.

3.7 Committees of the Managers. The Managers, by resolution, may designate from among the Managers one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee who may, subject to any limitations imposed by the Managers, replace absent or disqualified Managers at any meeting of that committee. Any such committee, to the extent provided in such resolution or in this Agreement, shall have and may exercise all of the authority of the Managers, subject to any restrictions contained in this Agreement or the Act.

ARTICLE IV - MEETINGS OF MANAGERS

4.1 Place of Meeting. The Managers of the Company may hold their meetings, both regular and special, at any place within or without the State of Delaware.

4.2 Notice of Meetings. The first meeting of the newly elected Managers may be held immediately following the adjournment of the annual meeting of the Members. The Managers may otherwise meet at such intervals and at such time and place as they shall schedule. The first meeting and any scheduled meetings of the Managers may be held without notice. Special meetings of the Managers may be called at any time by the request of two of the then-serving Managers for any purpose or purposes. Notice of such special meetings, unless waived by attendance or by written consent to the holding of the special meeting, shall be given at least five (5) days before the date of such meeting to all Managers not calling the meeting. Notice of such special meeting shall state that it shall be held at the principal place of business of the Company, the date and hour of the special meeting, and its purpose or purposes. Absent the written consent of a Majority of the Managers to take other action, the business transacted at such special meeting shall be limited to such purpose or purposes as stated in the notice.

4.3 Action by Managers; Voting; Action Without a Meeting.

(a) Except as otherwise provided in this Agreement, every act or decision shall be done or made at a duly authorized meeting by the affirmative vote of a Majority of all Managers (it not being necessary that all Managers be at the meeting as long as the affirmative vote of the Managers obtained at the meeting constitutes a Majority of all Managers whether at the meeting or not), or by written consent as described in this Agreement, and such act or decision shall be regarded as the act of the Company, unless otherwise required by law, the Articles of Organization or by this Agreement. Decision-making by the Managers at a meeting duly held shall not be subject to a quorum requirement. Any decision of the Managers at a meeting duly held may not be challenged for lack of a quorum as long as the decision was approved by the proportion of the Managers required in this Agreement.

(b) Managers may participate in any meeting of the Managers by means of conference telephone, live electronic transmission or similar communications equipment, provided that all Managers participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at the meeting.

(c) All votes required of Managers under this Agreement may be by voice vote, unless written ballot is requested, which request may be made by any Manager.

(d) Any action which under any provision of this Agreement is to be taken at a meeting of the Managers may be taken without a meeting by written consent signed by all Managers who would be entitled to vote upon such action at a meeting.

4.4 **Adjournment.** A Majority vote of all of the Managers present may adjourn any meeting of the Managers to meet again at a stated day and hour or until the time fixed for the next regular meeting of the Managers.

ARTICLE V – MEMBERS

5.1 **Names of Members.** The names and Percentage Interests of the Members are as reflected on Schedule A, which Schedule A shall be amended by the Company as of the effective date of any subsequent issuance or transfer of any Membership Interests.

5.2 Admission of New Members.

(a) In the case of a Person acquiring any Membership Interests or Membership Interests directly from the Company, the Person shall become a Member with respect to such Membership Units upon (i) adopting this Agreement and (ii) making the Capital Contribution and satisfying any other requirements specified by the Managers (unless the consent of the Members is required under the Section of Article II entitled “Restriction on Authority of the Members and Managers”).

(b) Any Person may become a Member unless such Person lacks capacity or is otherwise prohibited from being admitted by applicable law.

5.3 **Number of Members.** To the extent permitted by the Act, in the event that at any time there is only one (1) Member holding a Membership Interest in the Company, the Company shall continue to exist and carry on its business in accordance with this

Agreement.

5.4 **No Conflict of Interest.** Each Member recognizes that the other Members and their respective representatives, members, shareholders, partners, officers, directors, employees, agents and Affiliates have or may have other business interests, activities and investments, some of which may be in conflict or competition with the business of the Company and that the other Members and their respective representatives, members, shareholders, partners, officers, directors, employees, agents and Affiliates are entitled to carry on such other business interests, activities and investments, provided that doing so does not interfere with the Company's purpose as set forth in Section 2.6 herein. Subject to the preceding, each Member may engage in or possess an interest in any other business or venture of any kind, independently or with others, including, without limitation, owning, financing, acquiring, leasing, promoting, developing, improving, operating, managing and servicing licenses on its own behalf or on behalf of other entities with which such Member is affiliated or otherwise. Each Member may engage in any such activities, whether or not competitive with the Company, without any obligation to offer any interest in such activities to the Company or to any other Member, and neither the Company nor any other Member shall have any right, by virtue of this Agreement, in or to such activities or the income or profits derived therefrom, and the pursuit of such activities, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

5.5 **Withdrawal of Members.** Except as otherwise provided in this Agreement, no Member shall at any time retire or withdraw from the Company or withdraw any amount out of such Member's Capital Account. Any Member retiring or withdrawing in contravention of this Section shall indemnify, defend and hold harmless the Company and all other Members (other than a Member who is, at the time of such withdrawal, in default under this Agreement) from and against any losses, expenses, judgments, fines, settlements or damages suffered or incurred by the Company or any such other Member arising out of or resulting from such retirement or withdrawal.

ARTICLE VI - MEETINGS OF MEMBERS

6.1 **Annual Meetings of Members.** An annual meeting of the Members may be held at such time and date at the principal office of the Company or at such other place as shall be designated by a Majority in Interest of the Members from time to time and stated in the notice of the meeting. The purposes of the annual meeting need not be enumerated in the notice.

6.2 **Special Meetings of the Members.** Special meetings of the Members may be called by the Managers or by the holders of a Supermajority of the Membership Interests. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the notice.

6.3 **Notice of Meetings of Members.** Written notice stating the place, day and hour of the meeting and, additionally in the case of special meetings, the principal place of business of the Company as the location and the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than twenty (20) days before the

date of the meeting to all Managers and to each Member of record.

6.4 **Record Date.** For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which such distribution is declared, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

6.5 **Actions by Members Including Election of Managers.** Subject to the Section of Article II entitled "Restriction on Authority of the Members and Managers," and unless otherwise provided in this Agreement, an action of the Members shall be done or made at a duly authorized meeting by the affirmative vote of a Majority in Interest of the Members (it not being necessary that all Members be at the meeting as long as the affirmative vote of the Members obtained at the meeting constitutes a Majority in Interest of all the Members whether at the meeting or not). Any action which under any provision of this Agreement is to be taken at a meeting of the Members may be taken without a meeting by obtaining the written consent of all Members who would be entitled to vote upon such action at a meeting; said written consent may be given by the Members in counterparts by electronic mail (e-mail) or an executed writing expressing a Member's consent. The Members may participate in any meeting of the Members by means of a conference telephone or similar communications equipment, provided that all Members participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at the meeting.

6.6 **List of Members Entitled to Vote.** The Managers shall make, at least five (5) days before each meeting of the Members, a complete list of the Members entitled to vote at such meeting or any adjournment of such meeting, arranged in alphabetical order, with the address of and the Membership Interest held by each, which list, for a period of five (5) days prior to such meeting, shall be kept on file at the registered office of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection by any Member during the whole time of the meeting. However, failure to comply with the requirements of this Section shall not affect the validity of any action taken at such meeting.

6.7 **Registered Members.** The Company shall be entitled to treat the Record Holder of any Membership Interests as the holder in fact of such Membership Interests for all purposes, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such Membership Interests on the part of any other Person, whether or not the Company shall have express or other notice of such claim or interest, except as expressly provided by this Agreement or applicable state law.

ARTICLE VII - OFFICERS

7.1 **Officers.** The officers of the Company shall consist of a President, a Secretary, a

Treasurer and such Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers as the Managers may from time to time elect. Any two or more offices may be held by the same person except the offices of President and Secretary.

7.1 **Election and Term.** The officers of the Company shall be elected by the Managers. Such elections may be held at any regular or special meeting of the Managers. Each officer shall hold office until his death, resignation, retirement, removal, disqualification or the election and qualification of his successor.

7.2 **Compensation.** The compensation of any officers of the Company shall be fixed by the Managers from time to time.

7.3 **President.**

(a) The President shall be the principal executive officer of the Company and, subject to the control of the Managers, which have appointed Matthew Kibble to serve as the President and manage the day-to-day operations of the Company, shall supervise and control the management of the Company in accordance with this Agreement.

(b) He shall, when present, preside at all meetings of the Members. He shall sign, with any other proper officer, certificates for Membership Interests of the Company and any deeds, mortgages, bonds, contracts or other instruments which may be lawfully executed on behalf of the Company, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be delegated by the Managers to some other officer or agent; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Managers from time to time.

7.4 **Vice President.** The Vice Presidents in the order of their election, unless otherwise determined by the Managers, shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Managers shall prescribe.

7.5 **Secretary.** The Secretary shall keep accurate records of the acts and proceedings of all members of the Members and Managers. He shall give all notices required under law and this Agreement. He shall have general charge of the books and records of the Company and of the Company seal and he shall affix the seal to any lawfully executed instrument requiring it. He shall sign such instruments as may require his signature, and in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned to him from time to time by the President or the Managers.

7.5 **Treasurer.** The Treasurer shall have custody of all funds and securities belonging to the Company and shall receive, deposit or disburse the same under the direction of the Managers. He shall keep full and accurate accounts of the finances of the Company in books especially provided for that purpose; and he shall cause a true statement of Members' Capital Accounts, the assets and liabilities of the Company as of the close of each Fiscal Year and of the results of its operations and of changes in surplus for such Fiscal Year to be made and filed at the registered or principal office of the Company within four months after the end of such Fiscal

Year. The statement so filed shall be kept available for inspection by any Member for a period of ten years; and the Treasurer shall mail or otherwise deliver a copy of the latest statement to any shareholder upon his written request therefor. The Treasurer shall, in general, perform all duties incident to his office and such other duties as may be assigned to him from time to time by the President or the Managers.

7.6 Assistant Secretaries and Treasurers. The Assistant Secretaries and Assistant Treasurers shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Managers.

7.7 Bonds. The Managers may by resolution require any or all officers, agents and employees of the Company to give bond to the Company, with sufficient sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with such other conditions as may from time to time be required by the Managers.

ARTICLE VIII - LIMITATION OF LIABILITY AND INDEMNIFICATION OF MANAGERS AND MEMBERS

8.1 Limitation of Liability. No Manager or Member of the Company shall be liable, responsible or accountable in damages or otherwise to the Company or its Members for monetary damages for an act or omission in such Person's capacity as a Manager, a Member, or a Member's successor, assignee or transferee, except for (a) acts or omissions which a Manager or Member knew or should have known at the time of the acts or omissions that such acts or omissions were clearly in conflict with the interests of the Company, (b) any transaction from which a Manager or Member derived an improper personal benefit, (c) acts or omissions occurring prior to the date of this Agreement, or (d) any breach by a Manager or Member of a fiduciary duty to any Member or the Company.

8.2 Indemnification and Reimbursement.

(a) Except as otherwise provided in this subsection, the Company shall indemnify, defend and hold each Manager harmless from and against any loss, liability, damage, cost or expense, including reasonable attorneys' fees, incurred by or asserted against that Manager and arising in connection with any of such Manager's activities on behalf of the Company or in furtherance of the interests of the Company, including, without limitation, any action taken by a Manager as Tax Matters Partner, or any payment made by a Manager to any of such Manager's Affiliates or any of their respective officers, agents or employees pursuant to an indemnification agreement no broader than this Section, or any demands, claims or lawsuits initiated by a Member or resulting from or relating to the offer and sale of Membership Interests in the Company. Notwithstanding any provision in this Agreement or the Articles of Organization to the contrary, the Company shall not indemnify any Manager, Manager's Affiliate or agent to the extent that such liability arises from conduct listed in any exception in the previous Section or from such Person's fraud, intentional misconduct, bad faith or gross negligence or such lesser standard of conduct as under applicable law prevents indemnification hereunder. All rights of a Manager to indemnification shall survive the dissolution of the Company and the withdrawal, incapacity or bankruptcy of that Manager and each Member at the

date of dissolution shall be responsible for funding its proportionate share of any payments owing to any Manager pursuant to this paragraph.

(b) Except as otherwise provided in this subsection, the Company shall indemnify, defend and hold each Member harmless from and against any loss, liability, damage, cost or expense, including reasonable attorneys' fees, incurred by or asserted against that Member and arising due to that Member's status as a Member. Notwithstanding any provision in this Agreement or the Articles of Organization to the contrary, the Company shall not indemnify any Member to the extent that such liability arises from conduct listed in any exception in the previous Section or from such Member's fraud, intentional misconduct, bad faith or gross negligence. All rights of the Member to indemnification shall survive the dissolution of the Company and the withdrawal, expulsion, incapacity or bankruptcy of the Member. Notwithstanding any provision in this Agreement to the contrary, no relief pursuant to this Section shall limit or eliminate the liability of a Member for any taxes owed by the Company pursuant to applicable law.

(c) The Company may advance expenses incurred by a Manager or Member, including advances to cover the legal costs and other expenses (including the cost of any investigation and preparation) incurred by any Member or Manager in connection with any of such Member's or Manager's activities on behalf of the Company or in furtherance of the interests of the Company. The Company may advance such expenses after application therefor has been made by the Manager or Member and such application has been approved by a Majority of disinterested Managers, or if none, a Majority in Interest of disinterested Members, and the Company has received an undertaking by such Manager or such Member to reimburse the Company unless it shall ultimately be determined that such Manager or such Member is entitled to be indemnified by the Company against such expenses. The Company may also indemnify its employees and other representatives or agents up to the fullest extent permitted under the Act or other applicable law, provided that the indemnification in each such situation is first approved by a Majority in Interest of the Members, excluding therefrom the vote of the party to be indemnified.

8.3 Other Rights. The indemnification provided by this Agreement shall: (a) be deemed to be in addition to any other rights to which a Person seeking indemnification may be entitled under any statute, agreement, vote of disinterested Members or disinterested Managers or otherwise, both as to action in official capacities and as to action in another capacity while holding such office; (b) continue as to a Person who ceases to be a Manager or Member with respect to all actions which occur on or before the date on which such Manager or Member ceases to be a Manager or Member, as the case may be; (c) inure to the benefit of the estate, heirs, executors, administrators or other successors of an indemnitee; and (d) not be deemed to create any rights for the benefit of any other Person.

8.4 Report to Members. The details concerning any action taken by the Company to limit the liability of or indemnify or advance expenses to a Manager, Member or other Person shall be reported in writing to the Members with or before the notice or waiver of notice of the next Members' meeting or, if sooner, with or before the next submission to the Members of a consent to action without a meeting or, if sooner, separately within ninety (90) days immediately following the date of the action.

ARTICLE IX - CONTRIBUTIONS TO CAPITAL, CAPITAL ACCOUNTS AND LOANS

9.1 **Initial Capital Contribution and Issuance of Membership Interests.** As of the date of this Agreement, each Member has contributed cash or property to the Company in the amount set forth as the Capital Contribution of such Member on Schedule A. Each Member shall initially be issued the Units set forth on Schedule A. Additional Membership Interests may be issued in accordance with Schedule D hereto.

9.2 **Additional Funds.** No additional funds may be contributed to, the Company unless and until all Series A Preferred Return has been repaid in full in cash in immediately available funds, unless such additional funds are contributed on a non-dilutable basis to the Series A. In the event that the Managers determine at any time (or from time to time) that additional funds are required by the Company for its business provided that the then applicable Series A Preferred Return has been repaid in full or that the contribution is made on a non-dilutable basis, then the Managers and Members agree that their express preference shall be for additional funds to be provided to the Company by way of loans from third parties that require no dilution of the Series A Preferred Unit. In the event that borrowing funds from a third-party lender is neither economical nor practicable in the reasonable discretion of the Managers, from time to time, the Managers may borrow funds from a Member or raise additional Capital Contributions (but only if non-dilutable to the Series A Preferred Return). In such event, Managers may, in their sole and absolute discretion, provide the current Members with the opportunity to participate in such additional Capital Contributions on a *pro-rata* basis in accordance with their percentage Membership Interests; provided, however, the Managers shall not be obligated to offer a preemptive right to the Members. A failure by any Member to participate in any additional Capital Contributions may affect such non-participating Member's percentage Membership Interest in the Company. Any Person (other than a current Member) providing additional Capital Contributions pursuant to this Section 9.2 upon making Capital Contribution shall be admitted as a Member and shall be subject to the provisions of this Agreement.

9.3 **Loans.** Upon approval of the terms thereof by the Managers, any Member may make a loan to the Company upon commercially reasonable terms. A loan by a Member to the Company shall not be considered a Capital Contribution. Payment of principal and interest on any such loan made by a Member shall be considered a loan repayment and not a distribution of any type.

9.4 **Withdrawal or Reduction of Members' Contributions to Capital.**

(a) No Member may withdraw from the Company prior to its dissolution, except if the Member withdraws with the written consent of the other Members as provided in the Section of Article XI entitled "Withdrawal Upon Permitted Transfer." The death, incompetency, bankruptcy or insolvency of a Member shall not dissolve or terminate the Company, nor enable the successor to the deceased, incompetent, bankrupt or insolvent Member to withdraw or redeem such Member's Membership Interest.

(b) No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profit or Net Loss distributions, except as specifically provided in this Agreement; provided that this subsection shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

9.5 **Liability of Members.** No Member shall be liable for the debts, liabilities or obligations of the Company beyond such Member's total Capital Contributions, except as provided in this Agreement. Except as otherwise expressly provided in this Agreement, no Member shall be required to contribute to the capital of the Company or to loan any funds to the Company.

ARTICLE X - PROFIT AND LOSS ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS

10.1 Net Profit and Net Loss Allocations and Net Cash Flow Distributions.

(a) Allocation of Net Profit and Net Loss. Except as otherwise specified

herein:

(i) Net Profit from sources other than Capital Transactions shall be allocated as of the end of each Fiscal Year among all of the Members eligible for allocation in proportion to their respective Percentage Interests in the Company; however, first to extent of prior allocation of losses, second to extent of preferred return distribution and then by Percentage Interests. Any distribution of Net Profit shall be allocated as set forth in paragraph (b) of this Section 10.1.

(ii) Net Loss from sources other than Capital Transactions shall be allocated as of the end of each Fiscal Year among all of the Members eligible for allocation in proportion to their respective Percentage Interests in the Company; however, first to the extent of positive capital accounts and if debt is personally guaranteed by the Members, then also to that extent.

(b) Net Cash Flow Distribution. Except as otherwise specified in this Agreement, Net Cash Flow, shall be distributed among the Members as set forth below:

(i) First, to the Members holding Series A Preferred Units until such time as such Members shall have received the Series A Preferred Return (giving effect to all prior payments made pursuant to this paragraph);

(ii) Next, in the judgment and fiduciary discretion of the Managers, remaining Net Cash Flow shall either be retained and reinvested or distributed among the Members. The Managers shall make no distributions of Net Cash Flow unless such distributions are made to the Members in proportion to their respective Percentage Interests in the Company.

10.2 **Distribution of Net Capital Proceeds.** Net Capital Proceeds, if distributable (in the discretion of the Managers), will be distributed and applied by the Company in the following order of priority:

(a) First, to the payment of debts and liabilities of the Company, excluding debts and liabilities of the Company to Members, but including all unpaid compensation, if any, owed to the Managers.

(b) Next, to the setting up of any reserves which the Managers, in their fiduciary discretion, deem reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Company or for future anticipated capital outlays and investment opportunities of the Company.

(c) Next, in the event that any Member loans made pursuant to Article IX, together with any interest accrued thereon, have not been fully repaid to the holders thereof, any such unrepaid Member loans with accrued interest shall be repaid to each holders in the relative proportion that the outstanding balance of each Member's loans to the Company bears to the aggregate outstanding balance of all such loans, until all such loans have been repaid out of the first available assets remaining after payment of the items set forth in the preceding subsections.

(d) Next, to the Members holding Series A Preferred Units until such time as such Members shall have received the Series A Preferred Return (giving effect to all prior payments made pursuant to this paragraph);

(e) Next, to the Members holding Preferred Units until such time as such Members shall have received (or the Company shall have set aside an amount equal to) the Preferred Capital Contribution (giving effect to all prior payments made pursuant to this paragraph).

(f) Next, to the Members holding Common Units in the amounts of and in proportion to their respective unreturned Capital Contributions, less previous distributions to them under this Section, but not considering distributions of Net Cash Flow.

(g) The remainder, if any, shall be distributed to the Members holding Common Units in proportion to their respective Percentage Interests in the Company.

Provided, however, that if the Company or a Member's Membership Interest in the Company is liquidated within the meaning of the Treasury Regulations promulgated under Code Section 704(b), the remainder shall be distributed according to the Section of Article XII entitled "Distribution of Assets Upon Dissolution." Notwithstanding any provision of this Agreement to the contrary, distributions of Net Capital Proceeds under this Section shall be made after Capital Accounts have been adjusted to reflect the allocation of Net Profit or Net Loss attributable to the Capital Transaction giving rise to such Net Capital Proceeds.

10.3 Allocation of Net Profit and Net Loss from Capital Transactions. Except as otherwise provided in this Agreement, Net Profit and Net Loss recognized by the Company from any Capital Transaction shall be allocated in the following priority and manner:

(a) First, all Net Profit from a Capital Transaction shall be allocated to the Members having Adjusted Capital Account Deficits in proportion to their respective negative balances until the amount of such allocated Net Profit eliminates the Members' negative balances in their respective Capital Accounts at the time of the Capital Transaction. Next, Net

Profit from a Capital Transaction in excess of the amount described above shall be allocated to the Members in proportion to their respective outstanding Capital Accounts until the aggregate balance in each Member's Capital Account equals the unreturned Capital Contributions of such Member.

(b) Next, all Net Profit in excess of the amount allocated above shall be allocated to the Members in proportion to their respective Percentage Interests in the Company.

(c) Unless otherwise provided herein, Net Loss from a Capital Transaction shall be allocated to the Members in proportion to their respective Percentage Interests in the Company.

The allocations under this Section shall be made after year-end operating allocations have been made.

10.4 **Special Allocations.** The following allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulation Section 1.704-2(f), notwithstanding any other provision of this Article, if there is a net decrease in Company Minimum Gain during any Fiscal Year, the Members shall be specially allocated items of Company income and gain for such year (and if necessary in subsequent years) in an amount equal to each Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulation Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member. The items to be so allocated shall be determined in accordance with Treasury Regulation Sections 1.704-2(f)(6) and 1.704-2(j)(2). This subsection is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulation Section 1.704-2(i)(4), notwithstanding any other provision of this Article, if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulation Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and if necessary in subsequent years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulation Section 1.704-2(i)(4), that is allocable to such Member Nonrecourse Debt. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member. The items to be so allocated shall be determined in accordance with Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2). This subsection is intended to comply with the minimum gain chargeback requirements in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event that any Member unexpectedly

receives any adjustments, allocations, or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible; provided that an allocation pursuant to this subsection shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article have been tentatively made as if this subsection were not a part of this Agreement.

(d) Gross Income Allocation. In the event that any Member has an Adjusted Capital Account Deficit at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this subsection shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit in excess of such sum after all other allocations provided for in this Article have been made as if the previous subsection and this subsection were not a part of this Agreement.

(e) Nonrecourse Deductions. The Nonrecourse Deductions shall be specially allocated in the same proportions as Net Loss.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Members who bear the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i)(1).

(g) Section 754 Adjustments. To the extent that an adjustment to the adjusted tax basis of any Company asset in accordance with Code Section 734(b) or 743(b) is required pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution to a Member in complete liquidation of the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such sections of the Regulations.

10.5 Curative Allocations. The allocations set forth in the preceding Section (the “Regulatory Allocations”) are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of Net Profit or Net Loss pursuant to that Section. Therefore, notwithstanding any other provision of the Agreement (other than the Regulatory Allocations), the Managers shall make such offsetting special allocations of Net Profit or Net Loss in whatever manner the Managers determine appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member

would have had if the Regulatory Allocations were not part of this Agreement. In exercising their discretion under this Section, the Managers shall take into account future Regulatory Allocations under subsections (a) and (b) of the Section of this Article entitled “Special Allocations” that, although not yet made, are likely to offset other Regulatory Allocations previously made under subsections (c) and (d) of that Section.

10.6 Other Allocation Provisions.

(a) Solely for purposes of determining a Member’s proportionate share of the “Excess Nonrecourse Liabilities” of the Company within the meaning of Treasury Regulation Section 1.752-3(a)(3) (or the equivalent section of any earlier Treasury Regulations which may be determined to be applicable), the Members’ interests in Company profits are the same as their respective Percentage Interests in the Company.

(b) Subject to the Code Section 704(c), special allocations and any other provision under this Article to the contrary, all allocations and distributions under this Agreement made to Members as a class shall be allocated and distributed among the Members in accordance with their respective Percentage Interests in the Company.

10.7 Varying Interests.

(a) Except as otherwise provided in this Agreement, all Net Profit, Net Loss and distributions allocated to the Members generally shall be allocated among them in proportion to their Percentage Interests in the Company. In the event that additional Members are admitted to the Company on different dates during any Fiscal Year, the Net Profit (or Net Loss) and distributions allocated to the Members for each such Fiscal Year shall be allocated among the Members in proportion to their Percentage Interests in the Company from time to time during such Fiscal Year in accordance with Code Section 706, using any convention permitted by law and selected by the Managers. For purposes of determining the Net Profit, Net Loss, or any other items allocable to any period, any such items shall be determined on a daily, monthly or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

(b) Distribution of cash or property with respect to a Membership Interest shall be made only to the Member who, according to the books and records of the Company, is the holder of such Membership Interest with respect to which such distribution is made on the record date for such distribution. The record date for all distributions of Net Capital Proceeds shall be the date selected by the Managers.

(c) The Managers shall not incur any liability for making allocations and distributions in accordance with the provisions of this Section, whether or not the Managers have knowledge or notice of any transfer or purported transfer of ownership of any Membership Interest, unless the Company has been notified in writing with respect to such transfer.

10.8 Managers’ Discretionary Powers. The allocation method set forth in this Article is intended to allocate Net Profit or Net Loss to the Members for federal tax purposes in accordance with their economic interests in the Company while complying with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If, in the opinion of the Managers, the allocation of Net Profit or Net Loss pursuant to the preceding provisions of

this Article does not (a) satisfy the requirements of Code Section 704(b) or the Treasury Regulations thereunder; (b) comply with any other provisions of the Code or Treasury Regulations; or (c) properly take into account any expenditure made by the Company or transfer of a Membership Interest, then notwithstanding anything to the contrary in the preceding provisions of this Article, Net Profit or Net Loss shall be allocated in such manner as a Majority of the Managers, in their sole and unrestricted discretion, determine to be required so as to properly reflect (a), (b) or (c), as the case may be, and the Managers shall have the right to amend this Agreement without action by the Members to reflect any such change in the method of allocating Net Profit or Net Loss; provided, however, that any change in the allocation method shall not materially alter the economic agreement between the Members.

10.9 **Tax Status, Elections and Modifications to Allocations.**

(a) Notwithstanding any provision in this Agreement to the contrary, solely for federal income tax purposes, each of the Members hereby recognizes that the Company will be subject to all provisions of Subchapter K of the Code; provided, however, that the filing of all required returns thereunder shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

(b) A Majority of the Managers, in their sole discretion, may cause the Company to elect pursuant to Section 754 of the Code and the Treasury Regulations thereunder to adjust the basis of the Company assets as provided by Section 743 or 734 of the Code and the Treasury Regulations thereunder. The Company shall make such elections for federal income tax purposes as may be determined by such Managers, acting in their sole and absolute discretion.

(c) The Managers shall prepare and execute any amendments to this Agreement (without action or consent of the Members) necessary for the Company to comply with the provisions of Treasury Regulations Sections 1.704-1(b), 1.704-1(c) and 1.704-2 upon the happening of any of the following events: (i) incurring any liability which constitutes a Nonrecourse Liability or a “partner nonrecourse debt” as defined in Treasury Regulations Section 1.704-2(b)(4); (ii) a constructive termination of the Company pursuant to Code Section 708(b)(1)(B); or (iii) the contribution or distribution of any property, other than cash, to or by the Company.

10.10 Tax Matters Partner. A Majority of the Managers shall designate one of the Managers as the “Tax Matters Partner” for federal income tax purposes. The Tax Matters Partner is responsible for and required to represent the Company in connection with all administrative and judicial proceedings for the assessment and collection of tax deficiencies or the refund of any tax overpayment arising out of any Member’s distributive share of items of income, deduction, credit and/or any other limited liability company or partnership items (as those terms are defined in the Code or in the Treasury Regulations) allocated to the Members affecting any Member’s tax liability. The Tax Matters Partner is authorized to expend Company funds for professional services and costs associated therewith. The Tax Matters Partner shall promptly give notice to all Members of any administrative or judicial proceeding pending before the Internal Revenue Service or any state or local tax authority involving any limited liability company or partnership item and the progress of any such proceeding. Such notice shall be in compliance with such regulations as are issued by the Department of the Treasury or any state or

local tax authority. The Tax Matters Partner shall have all the powers provided to a tax matters partner in Sections 6221 through 6233 of the Code, including the specific power to extend the statute of limitations with respect to any matter which is attributable to any limited liability company or partnership item or affecting any item pending before the Internal Revenue Service or any state or local tax authority, and to select the forum in which to litigate any tax issue or liability arising from limited liability company or partnership items. The Members agree to cooperate with the Tax Matters Partner and to do or refrain from doing all things reasonably required by the Tax Matters Partner to conduct such proceedings. Any direct out-of-pocket expense incurred by the Tax Matters Partner in carrying out such Tax Matters Partner's obligations under this Section shall be allocated to and charged to the Company as an expense of the Company for which the Tax Matters Partner shall be reimbursed. The Tax Matters Partner shall be responsible for timely filing all tax returns, franchise and/or excise tax returns and annual reports of the Company. Initially, the Tax Matters Partner shall be Matthew Kibble.

10.11 Records and Reports. At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. The Company shall keep at its principal place of business the records required by the Delaware Code of Laws to be maintained there.

10.12 Books of Account.

(a) The Company shall maintain the Company's books and records and shall determine all items of income, loss, Net Profit and Net Loss in accordance with the method of accounting selected by the Managers, consistently applied. All of the records and books of account of the Company, in whatever form, shall at all times be maintained at the principal office of the Company and shall be open to the inspection and examination of the Members or their representatives during reasonable business hours. Such right may be exercised through any agent, employee, attorney or independent certified public accountant designated by a Member. Such Member shall bear all expenses incurred in any examination made on behalf of such Member.

(b) All expenses in connection with the keeping of the books and records of the Company and the preparation of audited or unaudited financial statements required to implement the provisions of this Agreement or otherwise needed for the conduct of the Company's business shall be borne by the Company as an ordinary expense of its business.

10.13 Company Tax Return and Annual Statement. The Managers shall cause the Company to file a federal income tax return and all other tax returns required to be filed by the Company for each Fiscal Year or part thereof, and shall provide to each Person who at any time during the Fiscal Year was a Member an annual statement (including a copy of Schedule K-1 to Internal Revenue Service Form 1065) indicating such Member's share of the Company's income, loss, gain, expense and other items relevant for federal income tax purposes. Such annual statement may be audited or unaudited as determined by the Managers.

10.14 Bank Accounts. The bank account or accounts of the Company shall be maintained in the bank approved by the Managers. The terms governing such accounts shall be determined by the Managers and withdrawals from such bank accounts shall only be made by such parties as may be approved by the Managers.

10.15 Withholding. The Company shall comply with withholding requirements under federal, state and local law and shall remit amounts withheld to and file required forms with the applicable jurisdictions. To the extent that the Company is required to withhold and pay over any amount to any authority with respect to distributions or allocations to any Member, the amount withheld shall be treated as a distribution in the amount of the withholding to that Member. In the event of any claimed over-withholding, Members shall have no rights against the Company or any other Member. If the amount withheld was not withheld from actual distributions, the Company may, at its option, (a) require the Member to reimburse the Company for such withholding, or (b) reduce any subsequent distributions by the amount of such withholding. Each Member agrees to furnish to the Company any representations, in such form as may reasonably be requested by the Company, to assist the Company in determining the extent of and fulfilling its withholding obligations.

ARTICLE XI - TRANSFERABILITY OF MEMBERSHIP INTEREST; ADMISSION OF MEMBERS

11.1 Transfer Restrictions. Except as specifically provided in this Agreement, no Record Holder of a Membership Interest shall sell, transfer, assign, pledge, encumber, mortgage, hypothecate or in any way alienate all or any part of such Record Holder's Membership Interest in the Company or any right to profits therefrom, involuntarily or by operation of law, or by gift, bequest or otherwise, except with the prior written consent of a Supermajority of the Managers, except that a Member shall be entitled to make transfers (whether by gift, devise, bequest or otherwise) of such Member's Membership Interest to such Member's parents, issue of parents, spouse, children, grandchildren and/or more remote issue, to trusts for the benefit of the Member, such Member's parents, issue of parents, spouse, children, grandchildren and/or more remote issue, or to a corporation, partnership, limited liability company or other entity owned entirely by the Member and the parents, issue of parents, spouse, children, grandchildren and/or more remote issue of a Member (each, a "Permitted Assignee"). A transfer from a trust or estate to any of the donees specified above shall also be permitted. No Member shall encumber or use any of such Member's Membership Interest as security for any loan, except upon the written consent of a Supermajority of the Managers or as otherwise provided in this Agreement. Any transfer of a Membership Interest in violation of this Article shall be null and void, and each Member and successor agrees that any such transfer or acquisition may and should be enjoined or rescinded. The restrictions contained in this Article shall apply to all current Members and future Members or holders of Membership Interests. Any Person who receives a Membership Interest from a transaction permitted under this Article shall be subject to the restrictions of this Agreement.

11.2 Assignees; Substitute Members.

(a) Assignees. Any Permitted Assignee or any other transferee of any interest in the Company who is not a Member shall be entitled to receive only the Net Profit, Net Loss and distributions to which the assignor or transferor of such Membership Interest is entitled to receive, and will have none of the other rights, benefits or authority of a Member under this Agreement or the Act, including without limitation the right to receive notices to which Members are entitled under this Agreement, the right to vote or participate in the management or business of the Company, the authority to act on behalf of or bind the Company, the right to

inspect the books or records of the Company and the right to bring derivative actions on behalf of the Company, but the interest of such Permitted Assignee or transferee will be subject to all of the restrictions, obligations and limitations under this Agreement and the Act, including without limitation the restrictions on transfer contained in this Article. No assignment or transfer of any interest in the Company shall cause the Person acquiring such interest in the Company to become a Substitute Member except as specifically provided in this Agreement. Notwithstanding anything to the contrary contained within this Agreement, the exclusive remedy of a judgment creditor with respect to a Member's Membership Interest in the Company shall be a charging order. In all events, the Delaware Code of Laws shall override the rights of assignees as set forth herein.

(b) Substitute Members. With respect to a transferred Membership Interest, a Substitute Member (as defined in Section 10.10 of this Agreement) will have all rights and powers and be subject to all restrictions and obligations of the Member from whom the transferred Membership Interest is acquired. The admission of a Substitute Member will not release the transferor Member from any liability with respect to such transferred Membership Interest, or any other obligation that such Member may have to the Company, that may have existed before the transfer and admission of the Substitute Member, unless a written release to that effect is executed by the Managers and, if required by this Agreement of the requisite approval of the Members. A Substitute Member shall execute all documents and perform all acts which the Managers may require or otherwise deem appropriate to effect such Member's admission as a Substitute Member and shall pay, as the Managers may determine, all actual expenses relating to such substitution.

11.3 Company/Member Purchase Option. The Company and the Members are hereby given the "Company/Member Purchase Option" to acquire a Member's Membership Interest upon the events specified in the Section of this Article entitled "Occurrences Triggering Purchase and Sale Rights." This means that the Company may exercise an option to purchase all or any portion of the Membership Interest on the terms provided in this Article. The Company's option shall be forfeited unless it is exercised within the Primary Option Period (as defined below) provided in the subsection granting the option. If the Company does not elect to purchase all of the Membership Interest subject to its option, or forfeits all or any portion of its option, then the non-offering Members shall have the option to purchase all but not less than all of the remaining Membership Interest that was subject to the Company's option. The non-offering Members shall have thirty (30) days after the expiration of the Primary Option Period. The Company and the non-offering Members shall forfeit their options unless, in the aggregate, they exercise options to purchase all of the Membership Interest of the offering Member subject to options. Upon the occurrence of any event, any non-offering Member shall only have the right to purchase that proportionate number of the Membership Interests then held by such exercising Member bears to the number of Membership Interests held by all such exercising Members. Upon the occurrence of any event set forth in the Section of this Article entitled "Occurrences Triggering Purchase and Sale Rights" (a "Triggering Event"), any non-offering Member shall only have the right to purchase that proportionate number of the Membership Interests subject to such purchase option as equals the proportion that the number of Membership Interests then held by such exercising Member bears to the total number of Membership Interests held by all such exercising Members. If any non-offering Member shall fail to exercise the purchase option, then the other exercising Members may assume and exercise on their own behalf such purchase option

on the same proportionate basis as provided in the preceding sentence.

11.4 Occurrences Triggering Purchase and Sale Rights.

(a) Death.

(i) Except for a transfer which does not require the consent of the Members, as permitted by the Section of this Article entitled “Transfer Restrictions,” upon the death of a Member, the Member’s estate or successor in interest shall by operation of this Agreement be deemed to have offered to sell all of the Membership Interest that the deceased Member owned at death for the Purchase Price and on the terms provided in this Article. Bequests to certain family members as specifically provided in the Section of this Article entitled “Transfer Restrictions” shall not be considered a triggering event.

(ii) As a result of the death of a Member, the Company and the non-offering Members shall have the Company/Member Purchase Option to acquire such Membership Interest from the deceased Member’s estate or successor in interest on the terms provided in this Article. The Primary Option Period under such Company/Member Purchase Option shall be a period of ninety (90) consecutive days commencing with the date the deceased Member’s personal representative qualifies by letters testamentary or letters of administration. The estate of the deceased Member or successor in interest shall be obligated to sell the Membership Interest subject to the purchase rights provided in this Article and the estate of the deceased Member or successor in interest shall cooperate with the Company and the non-offering Members to effectuate the purposes of the Agreement.

(iii) The Purchase Price of the deceased Member’s Membership Interest under this subsection shall be determined as provided in the Section of this Article entitled “Purchase Price of Membership Interest.” The Valuation Date shall be the last day of the last full month preceding the date of the Member’s death.

(b) Voluntary Transfer.

(i) Except for a transfer which does not require the consent of a Supermajority of the Managers, as permitted by the Section of this Article entitled “Transfer Restrictions,” if a Member intends to transfer such Member’s Membership Interest to any third party, the Member shall notify the Company and the non-offering Members in writing of such Member’s intention to so transfer, and the notice shall be deemed to be an offer to sell such Membership Interest to the Company or non-offering Members for the Purchase Price and on the terms provided in this Article. The notice, in addition to stating the fact of the intention to transfer the Membership Interest, shall state (A) the number of Membership Interests to be transferred and the name, business and address of the proposed transferee; (B) whether the transfer is for valuable consideration and, if so, the amount of the consideration; and (C) all of the other terms of the transfer. Further, if the Member that intends to transfer their Membership Interests (or has attempted to do so) does not deliver said notice to the Company and the non-offering Members, the company shall deliver the notice to the non-offering members upon the Company’s discovery of the intended or attempted transfer. The non-offering Members holding Membership Interests shall be given a reasonable opportunity to meet with the proposed transferee. As a result of such proposed transfer of a Membership Interest, the Company and the

non-offering Members shall have the Company/Member Purchase Option to acquire the Membership Interest proposed to be transferred for the Purchase Price and on the terms provided in this Article. The Primary Option Period under such Company/Member Purchase Option shall be a period of sixty (60) consecutive days commencing on earlier of (A) the date the Company receives actual notice from the offering Member of the notice, or (B) the date the Company delivers notice of the intended or attempted transfer to the non-offering Members.

(ii) For a period of ten (10) consecutive days after the expiration of the options granted under this subsection and the Section entitled “Company/Member Purchase Option,” the Membership Interest may be transferred to the transferee named in the notice required under (i) above on the terms stated in such notice.

(iii) The Purchase Price of the Membership Interest under this subsection shall be determined as provided in the Section of this Article entitled “Purchase Price of Membership Interest.” The Valuation Date shall be the last day of the month preceding the exercise of the purchase option. Notwithstanding the foregoing, if the consideration to be paid by the proposed transferee for the Membership Interest is less than the Purchase Price determined under this Article, then the price so agreed to by the proposed transferee shall be the Purchase Price of the Membership Interest.

(iv) Notwithstanding anything to the contrary set forth in this Agreement, assignments of Membership Interests may be made with the consent of the holders of the Series A Preferred Units (until the Series A Preferred Return has been repaid in full), assigning Member and a Majority in Interest of the Managers to award incentive-based compensation to employees of the Company.

(c) Involuntary Transfer.

(i) Except for a transfer which does not require the consent of the Members, as permitted by the Section of this Article entitled “Transfer Restrictions,” if a Common Unit is transferred or assigned by operation of law to any Person other than the Company (such as, but not limited to, a Member’s trustee in bankruptcy, a purchase at any creditor’s or court sale, the guardian of an incompetent Member, or a Member’s spouse or former spouse upon separation, divorce or equitable distribution proceedings pursuant to the laws of any state or jurisdiction), or if a Member’s Common Unit is adjudicated to be subject to a “charging order” by a court of competent jurisdiction, or if a Member (any Member) who is also an employee of the Company is terminated by the Company “for cause” or if a Member who is also an employee of the Company terminates his employment, then the current owner or holder of such Common Unit shall be deemed by operation of this Agreement to have offered to sell such Common Unit for the Purchase Price and on the terms provided in this Section (c). “For cause” shall be defined as fraud, embezzlement, gross negligence or gross dereliction of duties against the Company.

(ii) As a result of such proposed transfer of a Common Unit, the Company and the non-offering Members shall have the Company/Member Purchase Option to acquire such transferred Common Unit on the terms provided in this Article. The Primary Option Period under such Company/Member Purchase Option shall be a period of ninety (90) consecutive days commencing on the date the Company receives actual notice of such transfer.

(iii) The Purchase Price of a Common Unit purchased under this subsection shall be paid in cash over sixty (60) months with no interest. Notwithstanding anything contained herein to the contrary, the rights of any Member receiving a Common Unit pursuant to this section to control or participate in any decision-making functions related to the Company are personal to the Members and under no circumstances shall any involuntary transferee of any Common Unit, including, without limitation, any spouse, creditor, representative, heir, beneficiary or any third party, have any right to become an employee, manager, or officer of the Company or have any right to participate in or otherwise have any involvement in any management-related decisions by virtue of this Agreement or purported ownership hereunder. Any transfers to any spouses shall be subject to acknowledgment of this provision and conditional upon agreement thereto. The Valuation Date for the Common Unit shall be the last day of the month preceding the exercise of the purchase option and shall be based on book value of the assets with no value being assigned to goodwill and after applicable discount for the overall interest.

11.5 Purchase Price of Membership Interest. Except as otherwise provided in this Article, the “Purchase Price” of a Member’s Membership Interest shall be the fair market value of such Membership Interest as provided in the Section of this Article entitled “Appraisal Process.” The Members acknowledge that in valuing the Membership Interests, the appraiser shall consider all factors appropriately considered in valuing similar membership interests in limited liability companies, including but not limited to management and voting rights, liquidation rights, marketability of membership interests and limited or unlimited liability.

11.6 Appraisal Process. Except as otherwise provided in this Article, the offering Member and the Company and/or non-offering Members shall attempt to agree upon a qualified business appraiser who shall determine the fair market value of the Membership Interest with a written appraisal, and such appraisal shall be binding on each to set the Purchase Price of the Membership Interest. If the parties cannot agree upon one appraiser, then the Company and/or the non-offering Members shall employ an appraiser, the offering Member shall employ a separate appraiser and the fair market value of the Membership Interest mutually determined by both appraisers shall control. In the event that the original two (2) appraisers cannot agree, a third appraiser shall be appointed by the original two (2) appraisers and the three (3) appraisers shall agree upon the fair market value of the Membership Interest to be purchased or, if they do not agree, the average of the three (3) appraisals shall be deemed the fair market value of the Membership Interest to be purchased. The Valuation Date shall be the date designated as such under the Section of this Article entitled “Occurrences Triggering Purchase and Sale Rights.” The expense of the appraisals shall be borne equally by (i) the offering Member and (ii) the Company and/or the non-offering Members.

11.7 Drag Along Provisions.

(a) Obligation to Participate. If a Majority of the Managers (or a Majority in Interest of the Members, as the case may be) approves the sale of all of their Membership Interests, merger of the Company, or sale of substantially all of the assets of the Company not in the ordinary course of business other than a transfer otherwise permitted under this Article (an “Approved Sale”), then each of the Members (including Series A Preferred) shall, subject to

Section 11.7 (b) below; (i) consent to, vote for and raise no objections against the Approved Sale; (ii) waive dissenters', appraisal and similar rights that he may have, if any, with respect thereto; and (iii) if the Approved Sale is a sale of Membership Interests, agree to sell all of his Membership Interests on the terms and conditions of the Approved Sale. Each Member shall take all necessary and desirable actions in connection with the consummation of any Approved Sale including the execution of such agreements and instruments and other actions reasonably necessary to (A) provide the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such Approved Sale, and (B) effectuate the allocation and distribution of the aggregate consideration upon the Approved Sale as set forth below.

(b) Satisfaction of Conditions. The obligations of each Member pursuant to this Section 11.7 are subject to the satisfaction of the following conditions:

(h) upon the consummation of the Approved Sale, all Members shall receive their proportion of the aggregate consideration from such Approved Sale; and

(ii) if any of the Managers are given an option as to the form and amount of consideration to be received with respect to any portion of his Membership Interests (e.g., cash, equity of the acquirer), then the other Members shall be given the same option; and

(iii) no Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Approved Sale (excluding modest expenditures for postage, copies, etc.), and no Member shall be obligated to pay more than his pro rata share of reasonable expenses incurred in connection with a consummated Approved Sale to the extent such expenses are incurred for the benefit of all Members and are not otherwise paid by the Company or the acquiring party (costs incurred by or on behalf of a Member for such Member's sole benefit will not be considered costs of the transaction hereunder); and

(iv) in the event that the Members are required to make any representations or indemnities in connection with the Approved Sale (other than representations and indemnities concerning each Member's valid ownership of such Member's Membership Interests, free of all claims and encumbrances (other than those arising under applicable securities laws), and each Member's authority, power and right to enter into and consummate such Approved Sale without violating any other agreement), then such Member shall not be liable for indemnity for more than the total purchase price received by him for his Membership Interest.

(c) Successors. It is acknowledged and agreed that all references to "Member" in this Section 11.7 shall apply to any successor owner of any such Member's Membership Interest in the Company.

11.8 Tag Along Provisions.

(a) Right to Participate. If a Majority of the Managers (or a Majority in Interest of the Members, as the case may be) proposes to enter into an Approved Sale, then each of the Members shall have the right, subject to Section 11.8(b) below, to participate in any such

Approved Sale and sell all of his Membership Interests on the terms and conditions of the Approved Sale. The Managers shall, at least thirty (30) days prior to such proposed Approved Sale, deliver to the Members a written notice (the “Tag Along Notice”) that states the price to be paid, describes the terms and conditions of the Transfer, and identifies the proposed transferee and its ultimate owners. Upon receipt of the Tag Along Notice, each Member may, by giving written notice to the Managers not later than ten (10) business days following receipt of the Tag Along Notice of his election to participate, participate in such Approved Sale on the same price, terms and conditions to be received by the Managers. If a Member chooses to participate in any such Approved Sale, he shall take all necessary and desirable actions in connection with the consummation of any Approved Sale including the execution of such agreements and instruments and other actions reasonably necessary to (A) provide the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such Approved Sale and (B) effectuate the allocation and distribution of the aggregate consideration upon the Approved Sale as set forth below.

(b) Satisfaction of Conditions. The rights of each Member pursuant to this Section 11.8 are subject to the satisfaction of the following conditions:

(i) Upon the consummation of the Approved Sale, all Members shall receive their proportion of the aggregate consideration from such Approved Sale; and

(ii) Each Member shall be responsible for his *pro rata* share of reasonable expenses incurred in connection with a consummated Approved Sale to the extent such expenses are incurred for the benefit of all Members and are not otherwise paid by the Company or the acquiring party (costs incurred by or on behalf of a Member for such Member’s sole benefit will not be considered costs of the transaction hereunder).

(c) Successors. It is acknowledged and agreed that all references to “Member” in this Section 11.8 shall apply to any successor owner of any such Member’s Membership Interest in the Company.

11.9 Terms of Purchase. The Purchase Price for the Membership Interest purchased pursuant to this Article shall be paid in cash in immediately available funds or certified check at Closing.

11.10 Closing. Unless otherwise agreed by the parties, the closing of the sale and purchase of a Member’s Membership Interest under this Article (the “Closing”) shall take place at the principal place of business of the Company. The Closing shall be held within ninety (90) days after the exercise of the purchase option. Upon the Closing, the selling and purchasing parties shall execute and deliver to each other the various documents required to carry out their undertakings under this Article, including the payment of cash, the execution and delivery of Notes, and the assignment and delivery of certificates representing ownership, if any.

11.11 Withdrawal Upon Permitted Transfer. Upon a sale or other transfer of a Member’s Membership Interest under this Article, such selling or transferring Member shall be permitted to withdraw from the Company only upon the written consent of the non-withdrawing Members, and the transferee may only be admitted to the Company as a substitute Member or new Member pursuant to the Section of this Article entitled “Admission of New Members.”

11.12 Admission of Substitute Members. A Permitted Assignee of a Member may only be admitted as a Member (a “Substitute Member”) with the consent of the Managers (unless the consent of the Members is required under the Section of Article II entitled “Restriction on Authority of the Members and Managers”), upon compliance with all terms specified by the Managers and, if deemed necessary by the Managers, upon receipt by the Company of an opinion of counsel, satisfactory in form and substance to the Managers, that neither the offer nor the proposed sale of the Membership Interest will violate any federal or applicable state securities law and that neither such offer nor sale will adversely affect the Company’s classification or treatment as a partnership for federal income tax purposes. Notwithstanding anything in this Agreement to the contrary, upon a permitted transfer, including a voluntary transfer, of all or any portion of a Membership Interest, such transferee automatically shall become a substitute Member without further consent of any of the Members and without the necessity of obtaining an opinion of counsel, subject to the Section of this Article entitled “Assignees; Substitute Members.”

11.13 Organizer Not Considered Member. The organizer of the Company shall not be a Member unless designated as such on Schedule A or otherwise admitted as a Member pursuant to the Section of this Article entitled “Admission of New Members.” If the initial Members are not identified in the Articles of Organization, then in lieu of a meeting the organizer of the Company, by executing this Agreement, hereby identifies the Persons listed on Schedule A as the initial Members of the Company, and consents to their admission as such in accordance with applicable Delaware law.

11.14 Rights of Creditors and Third Parties. This Agreement is entered into among the Members and Managers of the Company for the exclusive benefit of them, Substitute Members and Permitted Assignees. This Agreement is expressly not intended to be for the benefit of: (a) any creditor of the Company, any creditor’s owners or other Persons; or (b) any other Person, except as expressly provided herein. Except and only to the extent required by applicable statute or as expressly provided in this Agreement, no creditor or third party shall have any rights under this Agreement or under any other agreement between the Company, any Manager, Member or Permitted Assignee. No creditor or third party will be entitled to require the Company, any Manager, Member or Permitted Assignee to solicit or accept any loan or Capital Contribution or to enforce any right which the Company may have against any Manager, Member or Permitted Assignee or which any Manager or Permitted Assignee may have against any other Member or Permitted Assignee, whether arising under this Agreement or otherwise.

11.15 Redemption of Preferred Units. Through a redemption, the Company may terminate any outstanding Preferred Units by paying to each Member holding Preferred Units to be redeemed an amount equal to the sum of such Member’s unpaid remaining Preferred Capital Contribution, plus any accrued, but unpaid, Preferred Return of the Member attributable to the Preferred Units to be redeemed.

ARTICLE XII - DISSOLUTION AND TERMINATION

12.1 Dissolution.

(a) The Company shall be dissolved upon the first of the following to occur:

(i) the election to dissolve the Company by the affirmative vote of a Majority in Interest of the Members;

(ii) the entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the Act; or

(iii) the distribution of all of the property of the Company to the Members.

(b) Upon dissolution of the Company, the business and affairs of the Company shall terminate and be wound up, and the assets of the Company shall be liquidated as provided under this Article. Dissolution of the Company shall be effective as of the day on which the event occurs which gives rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed, as provided in this Article.

(c) Upon dissolution of the Company, a Majority of the Managers may cause all or any part of the assets of the Company to be sold in such manner as the Managers shall determine in an effort to obtain the best prices for such assets; provided, however, that the Managers may distribute assets of the Company in kind to the Members to the extent practicable.

12.2 Articles of Dissolution. Upon the dissolution and commencement of the winding up of the Company, the Managers shall cause Articles of Dissolution to be executed on behalf of the Company and filed with the Secretary of State, and a Manager or authorized Member shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution of the Company.

12.3 Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the assets of the Company shall be paid in accordance with the order set forth in the provisions governing the distribution of net capital proceeds under Article X.

Payments to a Member attributable to the accrued Preferred Return, if any, on the Preferred Units, shall be treated as "guaranteed payments" within the meaning of Code Section 707(c), and as such, those payments shall not be treated as distributions and shall not reduce such Member's Capital Account. In the event of a sale or purchase under Article XI, all amounts calculated thereunder shall be determined as if (i) the proposed purchase price has been reduced by the amount necessary to redeem the Preferred Units under this Section 12.3 and (ii) the Preferred Units have been redeemed in accordance with this Section 12.3.

Upon termination and after distributions have been made as provided above, if any Member's Capital Account has a deficit balance (after giving effect to all contributions, distributions, and allocations for all taxable years, including the year during which the liquidation occurs), such Member shall not be obligated to contribute to the capital of the Company the amount necessary to restore such deficit balance to zero (0). In the discretion of the

Managers, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Section may be:

(a) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Managers, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

(b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed by the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

12.4 Liquidation Report. Within a reasonable time following the completion of the liquidation of the Company's assets, the Managers shall supply to each of the Members a statement prepared by the accountants used by the Company to prepare the last financial statements, which shall set forth (a) the assets and liabilities of the Company as of the date of complete liquidation, and (b) each Member's portion of distributions pursuant to the Section of this Article entitled "Distribution of Assets Upon Dissolution."

12.5 Distributions in Kind. If any assets of the Company are distributed in kind, such assets shall be distributed to the Members entitled thereto as tenants-in-common in the same proportions as the Members would have been entitled to cash distributions if such assets had been sold for cash and the net proceeds distributed to the Members. In the event that distributions in kind are made to the Members upon dissolution and liquidation of the Company, the Capital Account balances of such Members shall be adjusted to reflect the Members' allocable shares of gain or loss which would have resulted if the distributed assets had been sold at fair market value.

12.6 Savings Clause; Intended Cash Deal. The tax allocation provisions of this Agreement are intended to produce final Capital Account balances which are at levels ("Target Final Balances") so that liquidating distributions are made in accordance with the priorities described within the Section of Article X entitled "Distribution of Net Capital Proceeds." To the extent that the tax allocation provisions of this Agreement would not produce such Target Final Balances, the Members agree, as provided below, to take such actions as are necessary to amend such provisions to produce such Target Final Balances. Notwithstanding the other provisions of this Agreement, allocations of Net Profit, Net Loss, gain from Capital Transactions and loss from Capital Transactions shall be made prospectively as necessary to produce such Target Final Balances (and, to the extent such prospective allocations would not reach such result, the prior tax returns of the Company shall be amended to reallocate Net Profit, Net Loss, gain from Capital Transactions and loss from Capital Transactions to produce such Target Final Balances). This Section will control notwithstanding any reallocation or adjustment of Net Profit, Net Loss, gain from Capital Transactions, loss from Capital Transactions or items thereof by the Internal Revenue Service or any other taxing authority, or any rules or regulations of the Internal

Revenue Service or any other taxpaying authority.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

13.1 **Member Representations and Agreements.** Notwithstanding anything in this Agreement to the contrary, each Member hereby represents and warrants to the Company, the Managers and each other that: (a) the Membership Interest of such Member is acquired for investment purposes only, for the Member's own account, and not with a view to or in connection with any distribution, reoffer, resale or other disposition not in compliance with the Securities Act of 1933, as amended, and the rules and regulations thereunder (the "1933 Act") and applicable state securities laws; (b) such Member, alone or together with the Member's representatives, possesses such expertise, knowledge and sophistication in financial and business matters generally, and in the type of transactions in which the Company proposes to engage in particular, that the Member is capable of evaluating the merits and economic risks of acquiring and holding the Membership Interest and the Member is able to bear all such economic risks now and in the future; (c) such Member has had access to all of the information with respect to the Membership Interest acquired by the Member under this Agreement that the Member deems necessary to make a complete evaluation thereof and has had the opportunity to question the other Members and the Managers concerning such Membership Interest; (d) such Member's decision to 'acquire the Membership Interest for investment has been based solely upon the evaluation made by the Member; (e) such Member is aware that the Member must bear the economic risk of an investment in the Company for an indefinite period of time because no Membership Interest has been registered under the 1933 Act or the securities laws of any state, and therefore cannot be sold unless such Membership Interest is subsequently registered under the 1933 Act and any applicable state securities laws or an exemption from registration is available; (f) such Member is aware that only the Company can take action to register the Membership Interest and the Company is under no such obligation and does not intend to do so; (g) such Member is aware that this Agreement imposes restrictions on the ability of a Member to sell, transfer, assign, mortgage, hypothecate or otherwise encumber the Member's Membership Interest; (h) such Member agrees that the Member will truthfully and completely answer all questions, and make all covenants, that the Company or the Managers may, contemporaneously or hereafter, ask or demand for the purpose of establishing compliance with the 1933 Act and applicable state securities laws; and (i) if such Member is an organization, that it is duly organized, validly existing, and in good standing under the laws of its state of organization and that it has full organizational power and authority to execute and agree to this Agreement and to perform its obligations hereunder.

13.2 **Notice.**

(a) All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing.

(b) All notices, demands and requests to be sent to any Manager or Member pursuant to this Agreement shall be deemed to have been properly given or served if addressed to such Person at the address as it appears on the Company records and (i) personally delivered with receipt acknowledged, (ii) deposited for next day delivery by Federal Express or other similar overnight courier service, (iii) deposited in the United States mail, prepaid and registered or

certified with return receipt requested, or (iv) transmitted via telecopier or other similar device to the Person's place of business and to the attention of such Person with receipt acknowledged.

(c) All notices, demands and requests so given shall be deemed received: (i) when actually received, if personally delivered, deposited for next day delivery with an overnight courier or telecopied, or (ii) as indicated upon the return receipt if deposited in the United States mail.

(d) The Managers and Members shall have the right at any time during the term of this Agreement to change their respective addresses by delivering to the other parties written notice of such change in the manner prescribed in subsection (b).

(e) All distributions to any Member shall be made to the address to which notices are sent unless otherwise specified in writing by such Member.

13.3 No Action for Partition. No Member shall have any right to maintain any action for partition with respect to the property of the Company.

13.4 Amendments. This Agreement or the Articles of Organization may only be amended or modified by a writing executed by all of the Members.

13.5 Power of Attorney. Each Member hereby makes, constitutes and appoints each elected Manager as may be serving from time to time, severally, with full power of substitution, as the Member's true and lawful attorney-in-fact, for such Member and in such Member's name, place and stead and for the Member's use and benefit with the Member's oral consent for each occurrence, to sign and acknowledge, file and record any amendments to this Agreement and for the further purpose of executing and filing on behalf of each Member any documents necessary to constitute the continuation of the Company, the admission or withdrawal of a Member, the qualification of the Company in a foreign jurisdiction (or amendment to such qualification), or the dissolution or termination of the Company, provided that such continuation, admission, withdrawal, qualification, or dissolution and termination is in accordance with the terms of this Agreement.

The foregoing power of attorney is a special power of attorney coupled with an interest, and shall not be revoked by the dissolution or liquidation of any Member or for any other reason. It may be exercised by any one of such attorneys by listing all of the Members executing any instrument over the signature of the attorney-in-fact acting for all of them.

13.6 Governing Law; Arbitration. This Agreement is to be construed and governed by the substantive laws of the State of Delaware, and the rights and obligations of the Members under this Agreement are to be interpreted, construed and enforced in accordance with the laws of the State of Delaware without regard to conflicts of law principles. Any dispute arising out of or in connection with this Agreement or the breach thereof shall be decided by arbitration to be conducted in Delaware in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association, and judgment may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall receive immediate reimbursement from the non-prevailing party of the reasonable costs (including reasonable attorneys' fees) associated with the arbitration. Each Member irrevocably submits to the personal jurisdiction of

the Code of Laws of Delaware with respect to matters that arise under this Agreement.

13.7 **Entire Agreement.** This Agreement (including all exhibits and schedules), as amended from time to time in accordance with its terms, contains the entire agreement and supersedes all prior discussions, understandings and agreements, between the parties with respect to its subject matter.

13.8 **Waiver.** No consent or waiver, express or implied, by any Member to or of any breach or default by any other Member in the performance by the other Member of that Member's obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the other Member of the same or any other obligations of the other Member under this Agreement. Failure on the part of any Member to complain of any act or failure to act of any of the other Members or to declare any of the other Members in default, regardless of how long such failure continues, shall not constitute a waiver by such Member of the Member's rights under this Agreement.

13.9 **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions, and this Agreement is to be construed in all respects as if it had not contained the invalid or unenforceable provision.

13.10 **Binding Agreement.** Subject to the restrictions on transferability set forth in this Agreement, this Agreement will be binding upon and will inure to the benefit of the parties and their respective legal representatives, heirs, successors and assigns.

13.11 **Headings; Gender; Number.** The headings and captions in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part of this Agreement. When the context so requires, the masculine, feminine and neuter genders may be used interchangeably and the singular may include the plural and vice versa.

13.12 **Acceptance of Prior Acts by New Member.** Each Person becoming a Member, by becoming a Member, ratifies, affirms and confirms, and agrees to be bound by all actions duly taken by the Company pursuant to the terms of this Agreement prior to the date on which such Person becomes a Member.

13.13 **Benefits of Agreement.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to give to any creditor of the Company or any creditor of any Member or any other Person whatsoever, other than the Members and the Company, any legal or equitable right, remedy or claim under or with respect to this Agreement or any of its covenants, conditions or provisions, and such provisions are and shall be held to be for the sole and exclusive benefit of the Members and the Company.

13.14 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument. Facsimile and electronic executions and deliveries will have the full force and effect of original signatures.

13.15 **Further Documents and Actions.** The parties agree to take such further actions and execute and deliver to the other parties such further documents as may be necessary or

convenient from time to time to more effectively carry out the intent and purposes of this Agreement and to establish and protect the rights and remedies created or intended to be created hereunder.

13.16 **Remedies Cumulative.** Each right, power and remedy provided in this Agreement or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein or now or hereafter existing at law, in equity, by statute or otherwise, and the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers and remedies.

13.17 **Expenses.** Each party shall pay its own expenses incident to the negotiation, preparation and consummation of this Agreement and all other agreements executed and delivered by such party under or in connection with this Agreement, including all fees and expenses of its counsel and accountants.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, effective as of the date first written above.

MEMBERS:

_____(SEAL)
Matthew Kibble

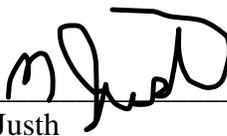
_____(SEAL)
Ron Goldenberg

_____(SEAL)
Mike Dolan

_____(SEAL)
Matthew Tollin

_____(SEAL)
Bartlett Witherspoon

_____(SEAL)
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_____(SEAL)
Matthew Kibble

ronald
goldenberg _____(SEAL)
Ron Goldenberg

_____(SEAL)
Mike Dolan

_____(SEAL)
Matthew Tollin

_____(SEAL)
Bartlett Witherspoon

_____(SEAL)
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Mike Dolan

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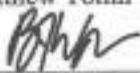
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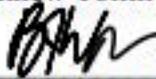
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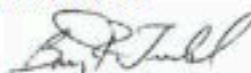
MEMBERS:

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Matthew Kibble

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Matthew Tollin


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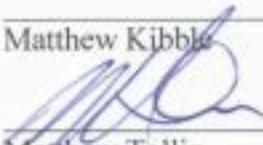
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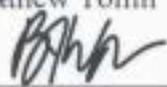
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Matthew Kibble


_____ (SEAL)
Matthew Tollin


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Bartlett Witherspoon

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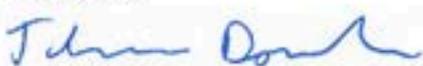

_____(SEAL)
Bartlett Witherspoon

_____(SEAL)
Mike Dolan

_____(SEAL)
Barry Frankel

_____(SEAL)
Ron Goldenberg

_____(SEAL)
Mark Justh


_____(SEAL)
Tom Donahue

SCHEDULE A
Members of the Company

Names of Members	Number of Common Units*	Percentage Interest	Initial Capital Contributions
Matthew Kibble	Redacted pursuant to N.Y. Public Officers Law, Art. 6		
Ron Goldenberg			
Mike Dolan			
Matthew Tollin			
Bartlett Witherspoon			
Barry Frankel			
Mark Justh			
Tom Donahue			

* Total Number of Outstanding Common Units is [REDACTED]

Number of Preferred Series A Units	Percentage Interest	Initial Capital Contributions
------------------------------------	---------------------	-------------------------------

NONE

SCHEDULE B

Managers of the Company

1. Matthew Kibble
2. Mike Dolan
3. Matt Tollin

The undersigned hereby consents to the election and appointment of these Managers of the Company the following:

Dated effective May __, 2015.

Matthew Kibble (SEAL)
Matthew Kibble

____ (SEAL)
Ron Goldenberg

____ (SEAL)
Mike Dolan

____ (SEAL)
Matthew Tollin

____ (SEAL)
Bartlett Witherspoon

____ (SEAL)
Barry Franklin

____ (SEAL)
Mark Justh

____ (SEAL)
Tom Donahue

SCHEDULE B

Managers of the Company

1. Matthew Kibble
2. Mike Dolan
3. Matt Tollin

The undersigned hereby consents to the election and appointment of these Managers of the Company the following:

Dated effective MAY 15 , 2015.

_____ (SEAL)
Matthew Kibble

_____ (SEAL)
Matthew Tollin


_____ (SEAL)
Bartlett Witherspoon

_____ (SEAL)
Mike Dolan

_____ (SEAL)
Barry Frankel

_____ (SEAL)
Ron Goldenberg

_____ (SEAL)
Mark Justh

_____ (SEAL)
Tom Donahue

SCHEDULE B

Managers of the Company

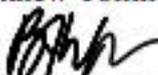
1. Matthew Kibble
2. Mike Dolan
3. Matt Tollin

The undersigned hereby consents to the election and appointment of these Managers of the Company the following:

Dated effective MAY 15 , 2015.

_____ (SEAL)
Matthew Kibble

_____ (SEAL)
Matthew Tollin


_____ (SEAL)
Bartlett Witherspoon

_____ (SEAL)
Mike Dolan


_____ (SEAL)
Barry Frankel

_____ (SEAL)
Ron Goldenberg

_____ (SEAL)
Mark Justh

_____ (SEAL)
Tom Donahue

SCHEDULE B

Managers of the Company

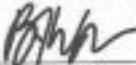
1. Matthew Kibble
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Dated effective MAY 15 , 2015.

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Matthew Kibble

_____(SEAL)
Matthew Tollin


_____(SEAL)
Bartlett Witherspoon


_____(SEAL)
Mike Dolan

_____(SEAL)
Barry Frankel

_____(SEAL)
Ron Goldenberg

_____(SEAL)
Mark Justh

_____(SEAL)
Tom Donahue

SCHEDULE B

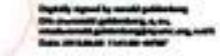
Managers of the Company

1. Matthew Kibble
2. Mike Dolan
3. Matt Tollin

The undersigned hereby consents to the election and appointment of these Managers of the Company the following:

Dated effective May __, 2015.

_____(SEAL)
Matthew Kibble

ronald
goldenberg 
_____(SEAL)
Ron Goldenberg

_____(SEAL)
Mike Dolan

_____(SEAL)
Matthew Tollin

_____(SEAL)
Bartlett Witherspoon

_____(SEAL)
Barry Franklin

_____(SEAL)
Mark Justhe

_____(SEAL)
Tom Donahue

SCHEDULE B

Managers of the Company

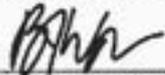
1. Matthew Kibble
2. Mike Dolan
3. Matt Tollin

The undersigned hereby consents to the election and appointment of these Managers of the Company the following:

Dated effective MAY 15 , 2015.

_____(SEAL)
Matthew Kibble

_____(SEAL)
Matthew Tollin


_____(SEAL)
Bartlett Witherspoon

_____(SEAL)
Mike Dolan

_____(SEAL)
Barry Frankel

_____(SEAL)
Ron Goldenberg

_____(SEAL)
Mark Justh


_____(SEAL)
Tom Donahue

New York Canopy Venture, LLC Organizational Documents

New York Canopy Venture, LLC Certificate of Formation

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

First: The name of the limited liability company is New York Canopy Venture Group, LLC

Second: The address of its registered office in the State of Delaware is P.O. Box 511 in the City of Wilmington.
Zip code 19899. The name of its Registered agent at such address is Agents and Corporations, Inc.

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this

8th day of May, 2015.

By: 
Authorized Person (s)

Name: Kevin Daly

New York Canopy Venture, LLC

EIN

Date of this notice: 05-19-2015

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 B

NEW YORK CANOPY VENTURE GROUP LLC
MEGAN SANDERS MBR
3880 HOLLY ST
DENVER, CO 80207

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

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

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

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

Form 1065

04/15/2016

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

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

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

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

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is NEWY. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 05-19-2015
EMPLOYER IDENTIFICATION NUMBER: [REDACTED]
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

NEW YORK CANOPY VENTURE GROUP LLC
MEGAN SANDERS MBR
3880 HOLLY ST
DENVER, CO 80207

New York Canopy Venture, LLC Operating Agreement

OPERATING AGREEMENT
NEW YORK CANOPY VENTURE GROUP, LLC
A Delaware Limited Liability Company

WHEREAS, NEW YORK CANOPY VENTURE GROUP, LLC, a Delaware limited liability company (the "Company"), was formed pursuant to the Delaware Limited Liability Company Act, Title 6 Chapter 18, Delaware Code (the "Act"), by the filing of Articles of Organization with the Delaware Secretary of State with an effective date of May 8, 2015 (the "Articles"). The rights and obligations of the Company and the Members (defined below) are provided in the Articles, as may be further amended from time to time, and this Operating Agreement (the "Agreement").

WHEREAS, this Agreement is made and entered into effective as of May 8, 2015, by the Company and among those persons whose names, addresses and signatures are set forth below (all of the foregoing are hereinafter sometimes referred to as the "Member" or "Members"), and shall supersede and replace any previous operating agreements of the Company, which shall no longer be of any force or effect.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Members agree as follows:

ARTICLE I
DEFINITIONS

When used in this Agreement, the following capitalized terms shall have the meanings provided below:

1.1 "Act" means the Delaware Limited Liability Company Act, Title 6, Chapter 18, Delaware Code, as amended from time to time.

1.2 "Affiliate" or "Affiliate of a Member or Manager" means any Person under the control of, in common control with, or in control of a Member or Manager, whether that control is direct or indirect. The term "control," as used herein, means, with respect to a corporation or limited liability company, the ability to exercise more than fifty percent (50%) of the voting rights of the controlled entity, and with respect to an individual, partnership, trust, or other entity or association, the ability, directly or indirectly, to direct the management or policies of the controlled entity or individual, pursuant to the conditions and requirements as set forth in this Agreement.

1.3 "Agent" or "Manager's Agent" shall mean a Agent fulfilling the duties of a Manager under a Manager's Power of Attorney ("MPOA") who is not elected by the Members or selected by the Board of Managers as provided in Article IV, below.

1.4 "Agreement" shall mean this Agreement, as amended from time to time, and shall supersede and replace any previous operating agreements of the Company, which shall no longer be of any force or effect.

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1.5 “Articles” means the Articles of Organization initially filed with the Delaware Secretary of State with an effective date of May 8, 2015, forming the Company.

1.6 “Assignee” means a person who has acquired a Member’s Membership Interest in the Company, by way of a Transfer in accordance with the terms of Article VII of this Agreement, but who has not become a Member.

1.7 “Assigning Member” means a Member who by means of a Transfer has transferred a Membership Interest in the Company to an Assignee.

1.8 “Bankruptcy” means, with respect to any Person, being the subject of an order for relief under Title 11 of the United States Code, or any successor statute or other statute in any foreign jurisdiction having like import or effect.

1.9 “Capital Account” means the amount of the capital interest of a Member in the Company, consisting of the amount of money, the fair market value of future services to be contributed to the Company as may be determined by the Board of Managers, and the fair market value, net of liabilities, of any property initially contributed by the Member, as (1) increased by any additional contributions and the Member’s share of the Company’s profits; and (2) decreased by any distribution to that Member as well as that Member’s share of Company losses.

1.10 “Capital Contribution” means the total amount of money, the fair market value of future services to be contributed to the Company as may be determined by the Board of Managers, and the fair market value, net of liabilities, of any property contributed by the Members to the Company.

1.11 “Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision of any succeeding revenue law.

1.12 “Company” means New York Canopy Venture Group, LLC, the entity formed in accordance with this Agreement and the Articles, and in accordance with the rules and laws of the Delaware Secretary of State and legislature.

1.13 “Company Minimum Gain” shall have the same meaning as set forth for the term “Partnership Minimum Gain” in the Regulations section 1.704-2 (26 C.F.R. § 1.704-2).

1.14 “Departing Member” means any Member whose conduct or circumstance results in a Dissolution Event or who withdraws from the Company in accordance with Section 5.3, where such withdrawal does not result in dissolution of the Company.

1.15 “Dissolution Event” means, with respect to any Member, one or more of the following: the death, resignation, retirement, expulsion, bankruptcy, or dissolution of any Member.

1.16 “Distribution” means the transfer of money or property by the Company to the Members.

1.17 “Fiscal Year” means the Company’s fiscal year, which shall be the calendar year.

1.18 “Guardian” means an individual at least twenty-one years of age, resident or non-resident, who has qualified as a guardian of a minor or incapacitated Member or Manger pursuant to appointment by a court of competent jurisdiction. The term includes a limited, emergency, and temporary substitute guardian with the powers conferred by the court.

1.19 “Incapacity” means that a Manager is unable to execute a Manager’s duties described herein, if a court determines that a Manager is unable to do so, or if a licensed physician certifies in writing that, in their opinion, a Manager is unable to execute a Manager’s duties. Recovery from disability or incapacity shall be established by the same manner, or a Manager’s self-certification, at the sole discretion of the permanent Board of Managers, subject to final determination by the Delaware Probate Code.

1.20 “Legatee” means the person named in a testamentary instrument to take personal possession of a decedent Member’s Membership Interest(s).

1.21 “Majority Interest” means the interest of the Members holding greater than fifty percent (50%) of the total Membership Interests held by all the Members, and in the case of the Managers, those votes cast greater than fifty percent (50%) of a quorum.

1.22 “Manager”, “Managers”, or “Board of Managers” means the Person or Persons designated as such in Article IV.

1.23 “Member” means each Person who (1) has been admitted into membership in the Company; (2) executes or causes to be executed this Agreement and any subsequent amendments thereto, and, if necessary, a Company Subscription Agreement, Private Placement Memorandum and/or related SEC exempt investor documents, and any other documents requested by the Company that it deems necessary in its sole discretion to conduct business; and (3) has not engaged in conduct resulting in a Dissolution Event or terminated membership for any other reason.

1.24 “Member Non-recourse Debt” shall have the same meaning as set forth for the term “Partnership Non-recourse Debt” in Regulations section 1.704-2 (26 C.F.R. § 1.704-2).

1.25 “Member Non-recourse Deductions” means items of Company loss, deduction, or Code section 705(a)(2)(B) (26 U.S.C.A. § 705(a)(2)(B)) expenditures which are attributable to Member Non-recourse Debt.

1.26 “Membership Interest” means the interest of a Member in the Company, including a Member’s Capital Account interest, any interest in Profits and Losses and the rights to receive distributions as well as the other rights of a Member, including the right to vote and participate in management, if applicable. A Member’s Membership Interest shall be expressed as a percentage which shall equal the ratio that the value of the capital contributions made by the Member bears to the capital contribution of all Members. Voting rights shall correspond to such ratio, and may be diluted as Additional Members (defined herein) become admitted to the Company. The Company may issue Membership Interests to Members for services performed for it by business professionals and consultants. Each

Member's initial Membership Interest is expressed as a percentage of one hundred-percent as set forth opposite the Member's identity on the attached Exhibit A under the heading "Membership Interest."

1.27 "Negative Capital Account" means a Capital Account with a balance of less than zero.

1.28 "Net Profits" and "Net Losses" mean the Company's income, loss, and deductions computed at the close of each fiscal year in accordance with the accounting methods used to prepare the Company's information tax return filed for federal income tax purposes.

1.29 "Non-recourse Liability" has the meaning provided in the Regulations section 1.752-1(a)(2) (26 C.F.R. § 1.752-1(a)(2)).

1.30 "Person" means an individual, partnership, limited partnership, corporation, limited liability company, registered limited liability partnership, trust, association, estate, or any other entity.

1.31 "Personal Representative" means executor, administrator, successor personal representative, special administrator, and persons who perform substantially the same function under the law governing their status.

1.32 "Positive Capital Account" means a Capital Account with a balance greater than zero.

1.33 "Regulations" refers to the income tax regulations of the United States Treasury Department promulgated under the Code, including any temporary regulations, and any successor regulations which may be promulgated.

1.34 "Reserve Interest" or "Treasury Interest" means an ownership interest in the Company that is not included in any Member's Capital Account. Reserve Interests may only be voted when required by this Agreement or the Act by the written consent of all Members and as the Members direct. In no event shall the Reserve Interest be treated as a Member for any purpose in this Agreement.

1.35 "Remaining Members" means, upon the occurrence of a Dissolution Event, those Members of the Company whose conduct did not cause its occurrence.

1.36 "Secretary of State" means the Secretary of State for the State of Delaware.

1.37 "Tax Matters Member" or "Tax Matters Partner", as defined in Code section 6231(a)(7) (26 U.S.C.A. § 6231(a)(7)), is that Person designated by the Company in Section 8.6 herein to serve as the Company's representative in all examinations of the Company's affairs by taxing authorities.

1.38 “Transfer” shall mean any transaction as provided in Article VII of this Agreement. A Transfer shall not mean the disposition or treatment of a Member’s interests upon the death of that Member.

1.39 “Vacancy” means any deficiency in the number of persons serving on the Board of Managers, the number of which is determined herein or otherwise by Resolution of the Board of Managers, other than a Manager’s Incapacity.

1.40 “Voting Rights” means the percentage of votes that a Member has to cast on a matter, which percentage shall correspond to that Member’s Membership Interest percentage, less the Company Reserve for issuance percentage as described on Exhibit A.

ARTICLE II FORMATION AND ORGANIZATION

2.1 Initial Date and Initial Parties. This Agreement is entered into effective on May 8, 2015, by and among the Company and the Persons who are Members of the Company on that date.

2.2 Subsequent Parties. No Person may become a Member of the Company without agreeing to and without becoming a signatory of this Agreement, or any amended or restated Agreement then in effect, including without limitation, other agreements and documents as referenced and provided herein. Any offer or assignment of a Membership Interest is contingent upon the fulfillment of this condition, as well as all other requirements as determined by the Board of Managers.

2.3 Name. The name of this Company is New York Canopy Venture Group, LLC.

2.4 Term. The Company commenced upon the filing of its Articles and it shall continue perpetually in existence, unless terminated earlier under the provisions of the Act or Section 9.1 of this Agreement.

2.5 Principal Place of Business. The Company shall have its principal place of business at P.O. Box 511, Wilmington, DE 19899-0511, or at any other address within the State of Delaware upon which the Board of Managers agrees. The Company shall maintain its principal executive offices at its principal place of business, as well as all records and documents which it is required to keep according to the Act. Unless otherwise expressly stated upon any document, and other than warrants, securities, or promissory notes, the Company shall maintain custody of all original documents executed by the Company.

2.6 Resident/Registered Agent. The name and address of the Company’s registered agent for service of process in the State of Delaware is Agents and Corporations, Inc., P.O. Box 511, Wilmington, DE 19899-0511, c/o Feldmann Nagel, LLC, 1228 15th Street, Denver, CO 80202.

2.7 Names and Addresses of Members. The name, present mailing address, taxpayer identification number and Membership Interest of each Member is listed on Exhibit A attached hereto.

2.8 Authorization and Purpose. Pursuant to the Act, the Members have formed this Company and, in accordance therewith, have filed Articles of Organization, as amended, with the Secretary of State. The Members intend to govern the Company in accordance with the Act, the Articles, State statutes and regulations, the State and Federal securities laws and regulations, and this Agreement, as it may be amended and restated, and to have their rights and liabilities in connection with the Company to be so determined. In the event of any conflict between the Act and the Articles and this Agreement, this Agreement shall control, to the extent permitted by the Act and applicable law. The purpose of the Company is to engage in any lawful business activity that is permitted by the Act.

ARTICLE III CAPITAL CONTRIBUTIONS AND ACCOUNTS

3.1 Initial Capital Contributions. The initial Capital Contribution, Membership Interest, and Voting Rights of each Member are listed in Exhibit A attached hereto. Exhibit A shall be revised to reflect any additional contributions pursuant to Section 3.2. It is understood and agreed by all Members that the Membership Interest for each Member is not based solely upon the Capital Contributions of the respective Members, but have been assigned and accepted by the contributing Members based upon original membership, the length of time that prior members have been at risk for their interest in the Company, and other pertinent factors that justify the Membership Interest for each individual Member.

3.2 Additional Contributions. No Member shall be required to make any additional contribution to the Company. In the event of a capital reorganization (including but not limited to a reclassification, merger of the Company with another LLC, corporation or other entity, consolidation of the Company into a parent entity, or sale of all or substantially all of the Company's assets to another LLC, corporation or other entity), any Member may, but shall not be required to, contribute additional capital to the Company on a pro rata basis consistent with the Membership Interest of each of the Members. Upon receipt of such additional contributions, the Members' Capital Accounts shall be adjusted accordingly with the Capital Accounts for the non-contributing Members being diluted on a pro-rata basis by the contributing Members. In the event of admission of new Members, it is agreed that the Membership Interest for all Members shall be diluted on a pro-rata basis.

3.3 Interest Payments. No Member shall be entitled to receive interest payments in connection with any contribution of capital to the Company, unless as otherwise determined by the Managers in their sole discretion.

3.4 Right to Return of Contributions. No Member shall be entitled to a return of any capital contributed to the Company, except as expressly provided in this Agreement and pursuant to Article IX. It is expressly agreed among the Members that insofar as practicable, and upon agreement by a Majority Interest of the Managers, net profits shall be distributed in an amount equal to deemed profit distributions, in accordance with the Member's Membership Interest.

3.5 Capital Accounts. A Capital Account shall be created and maintained by the Company for each Member, in conformance with Regulations section 1.704-1(b)(2)(iv) (26

C.F.R. § 1.704-1(b)(2)(iv)), which shall reflect all Capital Contributions to the Company. Should any Member transfer or assign all or any part of his or her Membership Interest in accordance with this Agreement, subject to the restrictions as provided for herein and by State law, the successor shall receive that portion of the Member's Capital Account attributable to the interest assigned or transferred. The Membership Interest attributable to each Member shall reflect that Member's own Capital Account.

(a) **Failure of Member to Make Contribution.** If, in the event of a capital reorganization (including but not limited to a reclassification, merger of the Company with another LLC, corporation or other entity, consolidation of the Company into a parent entity, or sale of all or substantially all of the Company's assets to another LLC, corporation or other entity), a Majority Interest of the Managers determines that an additional Capital Contribution is needed from the Members, the Board of Managers shall give all Members written notice of such determination. If a Member does not elect to make a Capital Contribution to the Company on a pro rata basis consistent with said Member's Membership Interest within ten (10) days from the date that such notice is mailed or otherwise properly noticed in accordance with the provisions of Section 5.8 of this Agreement, then the Board of Managers shall adjust the Membership Interests to reflect actual Capital Contributions, so that each Member's Membership Interest may be represented by a fraction, the numerator of which consists of the Member's actual Capital Contribution and the denominator of which is the total actual Capital Contributions of all the Members.

Each Member agrees that (1) the Company and the contributing Members shall incur certain costs, obligations, and damages in the event that any Member chooses not to contribute, which shall be extremely difficult to ascertain; (2) the remedy described in this Section 3.5 bears a reasonable relationship to the damages that may be suffered in the event that any Member chooses not to make a Capital Contribution to the Company; and (3) the election to exercise the foregoing remedy would not be unreasonable based on the facts and circumstances existing as of the date that this Agreement is executed.

3.6 In lieu of voting an additional assessment of capital to meet operating expenses or to finance new investments, or for other Company business, the Company may, as determined by the Board of Managers, enter into debt, equity, or derivative transactions, on terms satisfactory to the Board of Managers in their sole discretion.

ARTICLE IV MANAGEMENT

4.1 Exclusive Management. As to day-to-day management of the Company, the Company shall be managed by the Board of Managers. It is agreed by the Members that the Board of Managers shall be initially comprised of three (3) persons, and that Kevin Daly, Meg Sanders, and Jeff White shall serve as the initial Board of Managers of the Company. Additional Managers may be added by vote of the Majority Interest of the Managers. The Managers may establish the duties and responsibilities of the Board of Manager(s) from time to time. The Board of Managers shall handle the daily affairs of the Company, subject to the powers and limitations found in Section 4.3 and 4.4 herein and the Act. The Board of

Managers shall have overall daily operational control over all activities of the Company. In particular, but without specific limitation, the Board of Managers shall have the ability to control scheduling of employees, cash management, handling of all bill pay functions, and communications among the Company's daily operational activities. The Board of Managers may appoint such officers of the Company as it deems appropriate and necessary in the sole discretion of the Board of Managers. The Board of Managers shall establish the duties and responsibilities of the officers; provided, however, that no officer shall have the authority to bind the Company to any obligation unless approved by the Board of Managers. The Board of Managers may form any new entity or a conversion of the Company to either a C corporation or an S Corporation, or the Company may be consolidated into a parent entity in order to facilitate the business of the Company.

4.2 Time Commitments. The Board of Managers, its duly appointed agents, and officers shall devote the time, effort, and skill that each person reasonably believes is necessary to conduct the affairs of the Company and to attend to all matters concomitant to the business of the Company. The individuals comprising the Board of Managers are not required to devote all of their time or efforts to the operations of the Company.

4.3 Management Powers. Subject to the express limitations contained in Section 4.4 and powers contained elsewhere in this Agreement, the Articles, and the Act, the Board of Managers, and its duly appointed agent(s), shall have all powers necessary to carry out the purposes of and to manage the business, property, and affairs of the Company, including, without limitation, the powers enumerated in the Act, including the power to:

(a) Acquire, purchase, alter, renovate, improve, demolish, rebuild, replace, and hold real property and any other property or assets or to acquire options to purchase such property or assets, wherever located, that the Board of Managers determines to be in the furtherance of the Company's business or in the best interests of the Company;

(b) Subject to the limitations of Section 4.12 below, to make contracts and guarantees, incur liabilities, act as surety, borrow money, issue evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend, or change the terms of, and extend the time for payment of any indebtedness or obligation of the Company; and secure such indebtedness with a lien on Company assets, such as a mortgage, deed of trust, pledge, or security interest;

(c) Offer securities pursuant to State and Federal securities laws;

(d) Subject to the limitations of Section 4.4 below, sell, lease, exchange, transfer, convey, mortgage, pledge, and otherwise dispose of all or any part of the Company's property and assets, or any interest therein;

(e) Enter into arrangements to issue equity, debt, or derivative instruments to facilitate the business or operations of the Company;

(f) Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge, or otherwise dispose of and otherwise use and deal in and with stock or other interests in and obligations of any person, or direct or indirect

obligations of the United States or of any government, state, territory, governmental district, or municipality, or of any instrumentality of any of them;

(g) Be a promoter, stockholder, partner, member, manager, associate, or agent of any person, and in such regard may institute additional subscription agreements and private placement memoranda for the raising of capital which may dilute the existing Members and warrant holders interest, if any;

(h) Indemnify or hold harmless any person or guarantee the payment of money or the performance of any contract or obligation of any person;

(i) Initiate legal action on, defend, or compromise any claim or liability in favor of or against the Company or submit any such claim to arbitration or other alternative means of dispute resolution or confess a judgment against the Company in connection with any litigation with which the Company is involved;

(j) Retain auditors, legal counsel, and such other professional services as the Company may require and determine the appropriate compensation for the same;

(k) Hire employees and maintain payroll, benefits, human resources, and benefits programs;

(l) Subject to the limitations of Section 5.2 below, to admit Additional Members as defined herein;

(m) Form any new entity or a conversion of the Company to either a C corporation or an S Corporation, or the Company may be consolidated into a parent entity;

(n) Establish different classes of Members, including any such Member's rights related to sharing of profits and losses, voting rights, and any number of preference items;

(o) Explore alternative funding options, including forthcoming federal regulations in The JOBS Act pertaining to "crowdfunding." Crowdfunding will enable companies to raise capital by seeking funding from a large number of unaccredited investors in relatively small amounts without violating SEC registration and solicitation rules;

(p) Transactions between the Company and one or more Members or Managers or one or more of any Member's or Manager's Affiliates, or transactions in which one or more Members, Managers, or Affiliates thereof have a material financial interest, in accordance with paragraph 4.9 below and the Act;

(q) Issue debt to any Member, Manager, or Affiliate of either, pursuant to the Act;

(r) Establish "buy/sell" provisions and restrictions whether by an amendment to this Agreement or by a separate buy/sell document. Certain transfer provisions and restrictions, whether during the lives of the Members and/or upon a dissolution event (including but not limited to the death of a Member), may give rise to an amendment of the applicable provisions of Article VII herein;

(s) Amend this Operating Agreement and any subsequent amendments or agreements with respect thereto; and

(t) Any other power not prohibited by the Act.

4.4 Limitations on Powers. The Board of Managers shall not be authorized to permit the Company to perform the following acts or to engage in the following transactions without first meeting the conditions, as stated, or obtaining the affirmative vote or written consent of a Majority Interest of the Members (or such higher voting percentage as may be indicated below):

(a) Any act or transaction for which the consent of the Members is required, either in this Agreement or under the Act, shall require the affirmative vote or written consent of a Majority Interest of the Members or higher voting percentage as may be required by the Act; and

(b) Notwithstanding any other provision of this Agreement, the unanimous written consent of a Majority Interest of the Members is required to permit the Company to incur an indebtedness or obligation greater than Two Hundred Thousand Dollars (\$200,000.00).

(c) Merge with another entity or otherwise be wholly acquired by a related or unrelated entity, or refer to the Members the question of merger or acquisition pursuant to the Act.

4.5 Election and Removal of Board of Managers.

(a) The Company shall initially be governed by its Board of Managers which shall have three (3) members. The Company may, from time to time, fix the number of Managers that it shall have; however, the Company shall not have less than one (1) Manager at any time.

(b) Unless a Manager resigns or is removed, each Manager shall serve for a term of two (2) years *or* until a successor has been elected and qualified to serve.

(c) The members on the Board of Managers shall be appointed by the Board of Managers, or may be elected by the affirmative vote or written consent of a Majority Interest of the Members, the selection of which manner of election shall be determined by the Board of Managers.

(d) Each Manager may, but need not, be a Member.

(e) Any Manager may be removed at any time, with or without cause, upon the unanimous vote of the Members at a meeting expressly called for the purpose of such a vote. The removal shall be without prejudice to the rights, if any, of the Manager under any employment contract with the Company. If the Manager is a Member, his or her removal shall not affect any rights he or she has as a Member, nor shall it constitute a withdrawal from Membership.

(f) A Manager may resign at any time by providing written notice to each Member. The resignation shall be effective immediately upon receipt of the notice, unless a later time is specified in the notice. Acceptance of the resignation is not required to make it effective, unless the notice provides otherwise. The resignation shall be without prejudice to the rights, if any, of the Company under any contract with the Manager. If a resigning Manager is a Member, his or her resignation shall not affect any rights he or she has as a Member, nor shall it constitute a withdrawal from Membership.

(g) A vacancy shall exist if any Manager is removed, resigns, or dies, if there is an increase in the number of authorized positions, or if the Managers or Members fail to appoint or elect a sufficient number of Managers to fill the authorized positions. If a vacancy occurs, it may be filled by the affirmative vote or written consent of a majority of the remaining Managers.

4.6 Meetings and Voting of Managers.

(a) If there is more than one Manager, meetings of the Board of Managers may be held, if at all, at such time and place as the Managers determine.

(b) Written notice of meetings of the Board of Managers shall be delivered at least twenty-four (24) hours before the meeting either in person, by telecopier, by e-mail, or by U.S. Mail actually delivered to the Members within the twenty-four (24) hour period. A waiver of notice in writing, signed by the Managers before, at, or after the time of the meeting stated in the notice, shall be equivalent to the giving of such notice.

(c) By attending a meeting, a Manager waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Manager objects to the holding of the meeting or the transacting of business at the meeting.

(d) Managers may attend or conduct a meeting through any means of communication if all Managers attending the meeting can communicate with each other during the meeting. Meetings and actions may be accomplished by a series of email or other written communications and shall have the same effect as if the Managers met and acted in person.

(e) A majority of the Board of Managers entitled to vote shall constitute a quorum at the meeting. All decisions of the Board of Managers shall be made by a majority vote of the quorum present at a meeting.

4.7 Liability for Performance of Duties; Duty of Care.

(a) The Managers shall perform their managerial duties in good faith, in a manner that they reasonably believe to be in the best interests of the Company and its Members, and with such care, including reasonable inquiry, as an ordinarily prudent person in the same position would exercise in similar circumstances. A Manager who so performs the duties of Manager shall not incur any liability to the Company by reason of being or having been a Manager of the Company, and is indemnified from and by the Members.

(b) In performing his or her duties, a Manager shall be entitled to rely upon information, reports, opinions, or statements made by or received from the following Persons or groups, unless the Manager in the possession of information regarding the matter in question sufficient to render such reliance unwarranted and provided that the Manager acts in good faith and after a reasonable inquiry when the need is indicated by the circumstances:

(i) Any officer, employee, or other agent of the Company or Affiliate whom the Manager reasonably believes to be trustworthy and competent regarding the matters presented;

(ii) Any attorney, independent accountant, or other professional with regard to matters which the Manager reasonably believes to be within such person's area of expertise or competence; or

(iii) Any committee upon which the Manager does not serve, duly created in accordance with the provisions of this Agreement or the Articles, as to matters within its designated authority, which committee the Manager reasonably believes to be competent regarding the matters within the ambit of its authority.

4.8 Duty of Loyalty. Subject to the provisions of Section 4.9, Managers owe the same duty of loyalty to the Company and the Members that a partner owes to the partnership and the partners of the partnership.

4.9 Transactions Between Company and Manager. Any Manager or Affiliate of a Manager may engage in transactions with the Company, notwithstanding that such transactions may constitute a conflict of interest, as long as the transaction is not expressly prohibited by this Agreement or the Act and both of the following conditions are met:

(a) The terms and conditions of the transaction are fair and reasonable to the Company and are at least as favorable as those that are generally available from Persons capable of providing the same or similar services and those between parties operating at arm's length; and

(b) A Majority Interest of the Managers having no interest in the transaction (other than their interest as Members, if applicable) submit written consents to *or* vote in favor of consummating the transaction.

(c) Such transaction shall be presumed to satisfy all fiduciary duties of the party(ies) as required by the Act and/or State and Federal securities laws.

4.10 Compensation. Managers and officers of the Company are entitled to compensation for the services rendered on behalf of the Company. Such compensation shall be reasonable based upon the services performed and in line with compensation offered to executive officers of other similarly situated companies in a comparative similar business. All monetary compensation must be approved by the Board of Managers.

4.11 Limitation on Exposing Members to Personal Liability. The Company and any Manager or Member shall use all reasonable good faith efforts to take any action to not have

the effect of exposing any Member of the Company to personal liability for the obligations of the Company.

4.12 Limitations on Manager's Liability. No Person who is a Manager shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Manager of the Company. No Manager of this Company shall have any personal liability for monetary damages to the Company or its Members for breach of his fiduciary duty as a Manager, except that this provision shall not eliminate or limit the personal liability of a Manager to the Company or its Members for monetary damages for: (i) any breach of the Manager's duty of loyalty to the Company or its Members; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) voting for or assenting to a distribution in violation of law or the Articles, as amended, if it is established that the Manager did not perform his duties in compliance with law, provided that the personal liability of a Manager in this circumstance shall be limited to the amount of the distribution which exceeds what could have been distributed without violation of law or the Articles; or (iv) any transaction from which the Manager directly or indirectly derives an improper personal benefit. Nothing contained herein shall be construed to deprive any Manager of his right to all defenses ordinarily available to a Manager nor will anything herein be construed to deprive any Manager of any right he may have for contribution from any other Member or other person.

4.13 Membership Interests of Manager. A Manager who holds a Membership Interest shall be entitled to all of the rights and privileges of a Member who is not a Manager.

4.14 Deadlock. If applicable, the event the Managers cannot reach a "Majority of the Managers" with respect to any Company decision, a deadlock is deemed to have occurred and the following resolution process shall be initiated:

(a) Non-binding mediation shall be undertaken as provided for in Section 11.10 of this Agreement. If the mediation is unsuccessful, then, in the case of a continued deadlock:

(b) The Company's Registered Agent shall select one arbitrator who is a certified public accountant with knowledge of the company's general industry operations. In the event the parties do not agree on such selection, they may apply to the appropriate state court for appointment of such an arbitrator. The arbitrator shall be entitled to reasonable compensation for the time spent. An arbitration hearing before the arbitrator selected shall be held not more than twenty (20) days after notice of intent to arbitrate is given from one party to the other. The arbitrator shall issue a ruling at the time of the arbitration hearing. The parties agree to be bound by such ruling and such ruling may be made a judgment. To the extent necessary to resolve issues or to supplement the procedures set forth above in this subparagraph, the provisions of the Delaware Uniform Arbitration Act, Title 10, Chapter 57, Delaware Code shall apply. The intention of this arbitration provision is to provide quick and inexpensive resolution of disputes arising under this Agreement. Due to the frequent urgency to resolve such issues, the parties acknowledge that time is of the essence in arbitrating disputes as provided herein.

ARTICLE V MEMBERS

5.1 Limitation of Liability. No Member shall be personally liable for the debts, obligations, liabilities, or judgments of the Company solely by virtue of his or her Membership in the Company, except as expressly set forth in this Agreement or required by law.

5.2 Additional Members. The Board of Managers may admit additional Members to the Company as approved by an affirmative vote of a Majority Interest of the Managers. The Board of Managers shall determine the Additional Member's participation in "Net Profits," "Net Losses," and distributions, as those terms are defined in Article I. Exhibit A shall be amended to include the name, present mailing address, taxpayer identification number, and Membership Interest and Voting Rights of any Additional Members.

5.3 Withdrawal from Membership. Any Member who is under a written obligation to render services to the Company may withdraw at any time after sixty (60) days' written notice to the Company; however, such withdrawal must be without prejudice to the rights of the Company and/or subject to any contract to which the withdrawing Member is a party. Such withdrawing Member shall have the rights of a transferee under Article VII and the Remaining Members shall be entitled to purchase the withdrawing Member's Membership Interest in accordance with Section 7.6. In the event of such a withdrawal, Exhibit A shall be amended to reflect the applicable change. Any intellectual property, business or financial records, or confidential information of the Company in the possession or control of the withdrawing Member must be returned to the Company, and the withdrawing Member agrees not to share such information with any Person who is not a Member or agent of the Company, in accordance with paragraph 11.19 of this Agreement.

5.4 Competing Activities. The Members and their officers, directors, shareholders, partners, managers, agents, employees and Affiliates are strictly prohibited from participating in other business activities which may be in competition, direct or indirect, with those activities of the Company.

5.5 Compensation of Members. No Member or Affiliate shall be entitled to compensation for services rendered to the Company, absent agreement by a vote of a Majority Interest of the Board of Managers. However, Members and Affiliates shall be entitled to reimbursement for the actual cost of goods and services provided to the Company, including, without limitation, reimbursement for any professional services.

5.6 Transactions with the Company. The Board of Managers may permit a Member to lend money to and transact business with the Company, subject to any limitations contained in this Agreement or in the Act. To the extent permitted by applicable laws, such a Member shall be treated like any other Person with respect to transactions with the Company.

5.7 Members Are Not Agents. Each of the Members of the Company has agreed to delegate the management of the Company to the Board of Managers. Accordingly, each of

the Members expressly relinquishes any rights he or she might otherwise have to act solely on behalf of the Company, to incur liability on behalf of the Company or to bind the Company in any way. Unless authorized by the Act, this Agreement, or by the Board of Managers, no single Member shall act as an agent of the Company.

5.8 Meetings and Voting of Members.

(a) There may be meetings of the Members every calendar quarter. The Board of Managers, or any group of Members constituting a Majority Interest, may call a meeting of the Members at any time. Such meeting shall be held at a place to be agreed upon by the Board of Managers or, if no agreement can be reached, at the Company's principal place of business. The meeting shall be held during normal business hours upon reasonable prior notice to all Members.

(b) The Board of Managers shall appoint an individual to preside at the meeting and another person to act as secretary. The secretary shall prepare minutes of the events transpiring at the meeting, which shall be maintained by the Company along with the books and records indicated in Section 8.1 at the Company's principal place of business.

(c) If any action on the part of the Members is to be proposed at the Meeting, then written notice of the meeting must be provided to each Member entitled to vote not less than ten (10) days or more than fifty (50) days prior to the meeting. Notice may be given in person, by U.S. Mail, or other written communication, charges prepaid, and if mailed, addressed to each Member at the address listed for that Member in Exhibit A. Notice shall be deemed complete upon personal delivery or when deposited in the U.S. Mail. The notice shall contain the date, time, and place of the meeting and a statement of the general nature of the business to be transacted there. Matters not contained in the notice may not be addressed at the meeting.

(d) By attending a meeting or submitting a proxy directive, a Member or his or her proxy waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Member objects to the holding of the meeting or the transacting of business at the meeting.

(e) A majority of the Members entitled to vote shall constitute a quorum at the meeting. All decisions of the Members shall be made by a majority vote of the quorum present at a meeting unless otherwise specified in this Agreement.

5.9 Actions Without Meetings. Any action that may be taken at a meeting of the Members may be taken without a meeting, if written consents to the action are submitted to the Company within thirty (30) days of the record date for the taking of the action, executed by Members holding a sufficient number of votes to authorize the taking of the action at a meeting at which all Members entitled to vote thereon are present and vote. All such consents shall be submitted to the Board of Managers or the secretary, if any, and shall be maintained as a part of the Company's records.

5.10 Voting Rights. All matters requiring the vote, approval, or consent of the Members shall be authorized upon a vote of the Majority Interest of the Members, with each

Member listed on Exhibit A, or his or her proxy, being entitled to vote in proportion to his/her/its Membership Interest.

5.11 Member's Personal Debts. In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall promptly pay all debts owing by him or her and shall indemnify the Company from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

5.12 Alienation of Membership Interest. No Member shall, except as provided in Article VII, sell, assign, mortgage, or otherwise encumber his or her Membership Interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested with him or her in the Company; or do any act detrimental to the best interests of the Company.

5.13 Limitations on Member's Liability. No Person who is a Member shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member of the Company. No Member of this Company shall have any personal liability for monetary damages to the Company or its Members for breach of his fiduciary duty as a Member, except that this provision shall not eliminate or limit the personal liability of a Member to the Company or its Members for monetary damages for: (i) any breach of the director's duty of loyalty to the Company or its Members; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) voting for or assenting to a distribution in violation of law or the Articles, as amended, if it is established that the Member did not perform his duties in compliance with law, provided that the personal liability of a Member in this circumstance shall be limited to the amount of the distribution which exceeds what could have been distributed without violation of law or the Articles; or (iv) any transaction from which the Member directly or indirectly derives an improper personal benefit. Nothing contained herein will be construed to deprive any Member of his right to all defenses ordinarily available to a Member nor will anything herein be construed to deprive any Member of any right he may have for contribution from any other Member or other person.

5.14 Deadlock. If applicable, the event the Members cannot reach a "Majority of the Members" with respect to any decision to be decided by the Members, a deadlock is deemed to have occurred and the following resolution process(es) shall be initiated:

(a) Non-binding mediation shall be undertaken as provided for in Section 11.10 of this Agreement. If the mediation is unsuccessful, then, in the case of a continued deadlock:

(b) The Company attorney of record shall select one arbitrator who is a certified public accountant with knowledge of the company's general industry operations. In the event the parties do not agree on such selection, they may apply to the appropriate state court in for appointment of such an arbitrator. The arbitrator shall be entitled to reasonable compensation for the time spent. An arbitration hearing before the arbitrator selected shall be held not more than twenty (20) days after notice of intent to arbitrate is given from one party to the other.

The arbitrator shall issue a ruling at the time of the arbitration hearing. The parties agree to be bound by such ruling and such ruling may be made a judgment. To the extent necessary to resolve issues or to supplement the procedures set forth above in this subparagraph, the provisions of the Delaware Uniform Arbitration Act, Title 10, Chapter 57, Delaware Code shall apply. The intention of this arbitration provision is to provide quick and inexpensive resolution of disputes arising under this Agreement. Due to the frequent urgency to resolve such issues, the parties acknowledge that time is of the essence in arbitrating disputes as provided herein.

5.15 Member Expulsion. The Members acknowledge the Company will be pursuing and obtaining licenses to conduct marijuana related business activity in various states in the United States. Should any Member fail to fully cooperate in, or is determined by the Managers, in their sole and unfettered discretion, to be unqualified, or to have thwarted or attempted to thwart, the Company's efforts or ability to obtain or maintain any such state marijuana license, the Company, through its Managers, shall be entitled to expel such Member and any individual members of the Member ("Expelled Member"). Such Expelled Member shall be treated as a Departing Member in Section 7.7 hereof and except for payment to the Member of the value of such Member's Membership Interest in accordance with Section 7.7 hereof, such Member shall have no further rights in and to such Membership Interests as of the date the Managers determine such Member shall be expelled.

ARTICLE VI ALLOCATION OF PROFIT AND LOSS

6.1 Compliance with the Code and Regulations. The Company intends to comply with the Code and all applicable Regulations, including without limitation the minimum gain charge back requirements, and intends that the provisions of this Article be interpreted consistently with that intent.

6.2 Net Profits. Except as specifically provided elsewhere in this Agreement, Distributions of Net Profit shall be made to Members in proportion to their Membership Interest in the Company. Insofar as practicable, the Company shall make actual distributions of cash and property in an amount equal to deemed distributions, so that Members shall not be in the position of being taxed on phantom income.

6.3 Net Losses. Except as specifically provided elsewhere in this Agreement, Net Losses shall be allocated to the Members in proportion to their Membership Interest in the Company. However, the foregoing will not apply to the extent that it would result in a Negative Capital Account balance for any Member equal to the Company Minimum Gain which would be realized by that Member in the event of a foreclosure of the Company's assets. Any Net Loss which is not allocated in accordance with the foregoing provision shall be allocated to other Members who are unaffected by that provision. When subsequent allocations of profit and loss are calculated, the losses reallocated pursuant to this provision shall be taken into account such that the net amount of the allocation shall be as close as possible to that which would have been allocated to each Member if the reallocation pursuant to this section had not taken place.

6.4 Regulatory Allocations. Notwithstanding the provisions of Section 6.3, the following applies:

(a) Should there be a net decrease in Company Minimum Gain in any taxable year, the Board of Managers shall specially allocate to each Member items of income and gain for that year (and, if necessary, for subsequent years) as required by the Regulations governing “minimum gain charge back” requirements, section 1.704-2(f) (26 C.F.R. § 1.704-2(f)) prior to making any other allocations.

(b) Should there be a net decrease in Company Minimum Gain based on a Member Non-recourse Debt in any taxable year, the Board of Managers shall first determine the extent of each Member’s share of the Company Minimum Gain attributable to Member Nonrecourse Debt in accordance with Regulations section 1.704-2(i)(5) (26 C.F.R. § 1.704-2(i)(5)). The Board of Managers shall then specially allocate items of income and gain for that year (and, if necessary, for subsequent years) in accordance with Regulations section 1.704-2(i)(4) (26 C.F.R. § 1.704- 2(i)(4)) to each Member who has a share of the Company Non-recourse Debt Minimum Gain.

(c) The Board of Managers shall allocate non-recourse deductions for any taxable year to each Member in proportion to his or her Membership Interest.

(d) The Board of Managers shall allocate Member Non-recourse Deductions for any taxable year to the Member who bears the risk of loss with respect to the non-recourse debt to which the Member Non-recourse Deduction is attributable, as provided in Regulations section 1.704- 2(i) (26 C.F.R. § 1.704-2(i)).

(e) If a Member unexpectedly receives any allocation of loss or deduction, or item thereof, or distributions which result in the Member’s having a Negative Capital Account balance at the end of the taxable year greater than the Member’s share of Company Minimum Gain, the Company shall specially allocate items of income and gain to that Member in a manner designed to eliminate the excess Negative Capital Account balance as rapidly as possible. Any allocations made in accordance with this provision shall be taken into consideration in determining subsequent allocations under this Article VI, so that, to the extent possible, the total amount allocated in this and subsequent allocations equals that which would have been allocated had there been no unexpected adjustments, allocations, and distributions and no allocation pursuant to this Section 6.4(e).

(f) In accordance with section 704(c) of the Code (26 U.S.C.A. § 704(c)) and the Regulations promulgated pursuant thereto, and notwithstanding any other provision in this Article, income, gain, loss, and deductions with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among Members taking into account any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value on the date of contribution. Allocations pursuant to this subsection are made solely for federal, state, and local taxes and shall not be taken into consideration in determining a Member’s Capital Account or share of Net Profits or Net Losses or any other items subject to Distribution under this Agreement.

6.5 Distributions. The Board of Managers may elect to make a Distribution of assets at any time that would not be prohibited under the Act or under this Agreement. Such a Distribution shall be made in proportion to the unreturned Capital Contributions of each Member until all contributions have been paid, and thereafter in proportion to each Member's Membership Interest in the Company. All such Distributions shall be made to those Persons who, according to the books and records of the Company, were the holders of record of Membership Interests on the date of the distribution. Subject to this Article VI, neither the Company nor the Board of Managers shall be liable for the making of any Distributions in accordance with the provisions of this Section.

6.6 Limitations on Distributions.

(a) The Board of Managers shall not make any Distribution if, after giving effect to the Distribution:

(i) The Company would not be able to pay its debts as they become due in the usual course of business; or

(ii) The Company's total assets would be less than the sum of its total liabilities plus, unless this Agreement provides otherwise, the amount that would be needed, if the Company were to be dissolved at the time of Distribution, to satisfy the preferential rights of other Members upon dissolution that are superior to the rights of the Member receiving the Distribution.

(b) The Board of Managers may base a determination that a Distribution is not prohibited under this section on any of the following:

(i) Financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances;

(ii) A fair valuation; or

(iii) Any other method that is reasonable under the circumstances.

(c) Except as provided in the Act, the effect of a distribution under this section is measured as of the date the Distribution is authorized if the payment occurs within 120 days after the date of authorization, or the date payment is made if it occurs more than 120 days after the date of authorization.

6.7 Return of Distributions. Members shall return to the Company any distributions received which are in violation of this Agreement or the Act. Such distributions shall be returned to the account or accounts of the Company from which they were taken in order to make the distribution. If a distribution is made in compliance with the Act and this Agreement, a Member is under no obligation to return it to the Company or to pay the amount of the distribution for the account of the Company or to any creditor of the Company.

6.8 Distributions In Kind. A Member has no right to demand and receive any distribution from the Company in any form other than cash, unless as otherwise described in an Exhibit B (when attached hereto).

6.9 Members Bound by These Provisions. The Members understand and acknowledge the tax ramifications of the provisions of this Article of the Agreement and agree to be bound by these provisions in reporting items of income and loss relating to the Company on their federal and state income tax returns.

ARTICLE VII TRANSFERS AND TERMINATIONS OF MEMBERSHIP INTERESTS

7.1 Transfer of Membership Interest. In the case of a transfer of a Membership Interest during any fiscal year of the Company (herein, a "Transfer"), the Assigning Member and Assignee shall each be allocated Profits or Losses based on the number of days each held the Membership Interest during that fiscal year. If the Assigning Member and Assignee agree to a different proration and advise the Board of Managers of the agreed proration before the date of the Transfer, Profits or Losses during that fiscal year shall be allocated to the holder of the Membership Interest on the day such Transfer occurred. If an Assignee makes a subsequent Assignment, said Assignee shall be considered an "Assigning Member" with respect to the subsequent Assignee for purposes of the aforesaid allocations.

7.2 Restriction on Transferability of Membership Interests. A Member may not transfer, assign, encumber, or convey all or any part of his or her Membership Interest in the Company, except as provided herein. In entering into this Agreement, each of the Members acknowledges the reasonableness of this restriction, which is intended to further the purposes of the Company and the relationships between the Members.

7.3 Permitted Transfers. In order to be permitted, a Transfer or assignment of all or any part of a Membership Interest must have the approval of a Majority Interest of the Board of Managers. This Section 7.3 shall not apply to Membership Interests devised or distributed intestate, at the time of, and subsequent to, the death of the Member. In addition, the following conditions must be met:

(a) The Assignee must provide a written agreement, satisfactory to the Board of Managers, to be bound by all of the provisions of this Agreement;

(b) The Assignee must provide the Company with his or her taxpayer identification number and initial tax basis in the transferred interest, or in the case of an entity, its corresponding EIN;

(c) The Assignee must pay the reasonable expenses incurred in connection with his or her admission as a Member;

(d) The Transfer must be in compliance with all federal and state securities laws;

(e) The Transfer must not result in the termination of the Company pursuant to Code section 708 (26 U.S.C.A. § 708);

(f) The Transfer must not render the Company subject to the Investment Company Act of 1940, as amended (15 U.S.C.A. §§ 80a-1); and

(g) The Assigning Member must comply with the provisions of Article VII of this Agreement.

7.4 Company's Right to Purchase Transferor's Interest. Any Member who wishes to Transfer all or any part of his or her interest in the Company shall immediately provide the Company with written notice of his or her intention. The notice shall fully describe the nature of the interest to be transferred. Thereafter, the Company, or its nominee, shall have the option to purchase the Assigning Member's Membership Interest as a Reserve Interest at a price equal to the amount that the Assigning Member would receive if the Company were liquidated as of the date of the proposed Transfer and an amount equal to the book or agreed or appraised value of the Company as available for distribution to the Members, in accordance with this Agreement. The Members stipulate and agree to the following mechanism for purposes of determining the value of an Assigning Member's Membership Interest, in the event of any disagreement as to the value of the offered or purchased interest: first, the parties may agree as to the book value of the Assigning Member's Membership Interest; second, the Assigning Member and the Company may agree as to an appraised or stipulated value for the Assigning Member's Membership Interest; and third, each party shall be entitled to obtain an appraisal of their respective Membership Interest, and the two respective appraisers shall be obligated to stipulate to the designation of an independent third party appraiser, or umpire, whose decision as to the value of the Membership Interest shall be binding upon the Company and its Members.

(a) The option provided to the Company shall be irrevocable and shall remain open for thirty (30) days from the date that notice is given, except that if notice of intent to transfer is given by regular mail, the option shall remain open for thirty-five (35) days from the date that notice is given to the Company.

(b) At any time while the option remains open, the Company (or its nominee) may elect to exercise the option and purchase the Assigning Member's Membership Interest in the Company. The Assigning Member shall not vote on the question of whether the Company should exercise its option.

(c) If the Company chooses to exercise its option to purchase the Assigning Member's Membership Interest, it shall provide written notice to the Assigning Member within the option period. The notice shall specify a closing date for the purchase, which shall occur within thirty (30) days of the expiration of the option period. On the closing date, the Assigning Member shall be paid in cash the purchase price and shall deliver an instrument of title, free of any encumbrances and containing warranties of title, conveying his or her Membership Interest in the Company; however, the Company may have the option to make installment payments to purchase the Membership Interest over a 12 month period.

(d) If the Company declines to exercise its option to purchase the Assigning Member's Membership Interest, the Assigning Member may then Transfer his or her interest

in accordance with Article VII. Any Transfer not in compliance with the provisions of Article VII shall be null and void and have no force or effect.

7.5 Occurrence of Dissolution Event. Upon the death, withdrawal, resignation or retirement of a Member (a Dissolution Event), the Company shall be dissolved, unless the Remaining Members elect by a vote of a Majority Interest of the Members within ninety (90) days thereafter to continue the operation of the business. In the event that the Remaining Members, or any one or less than all of them, so agree, the Company and the Remaining Members shall have the right to purchase the Membership Interest of the Member whose actions caused the occurrence of the Dissolution Event. The Membership Interest shall be sold in the manner described in Section 7.7.

7.6 Withdrawal from Membership. Notwithstanding Section 7.5, in the event that a Member withdraws in accordance with Section 5.3, and such withdrawal does not result in the dissolution of the Company, the Company and the Remaining Members shall have the right to purchase the Membership Interest of the withdrawing Member in the manner described in Sections 7.4 and 7.7. Subject to Section 11.16, the dissolution of marriage of any Member which results in a requirement of a Transfer of such Member's Membership Interest shall be deemed a withdrawal from Membership that gives rise to a right of the Company and its Remaining Members to purchase such Membership Interest, in accordance with Section 7.7. In the event a dissolution of marriage entitles any Member's spouse a Membership Interest in the Company, and such spouse is ever deemed a Member within the Company, for or by any reason, said spouse's Membership Interest shall not contain any voting rights, as contemplated herein and that exist for the Members as defined in Section 1 and identified on the attached Exhibit A.

7.7 Purchase of Interest of Departing Member. Subject to Section 7.4 and subsection (e) herein, the purchase price of a Departing Member's Membership Interest shall be determined in accordance with the procedure provided in Section 7.4.

(a) Once a value has been determined, each Remaining Member shall be entitled to purchase that portion of the Departing Member's Membership Interest that corresponds to his or her percentage of the Membership Interests of those Members electing to purchase a portion of the Departing Member's Membership Interest in the Company.

(b) Each Remaining Member desiring to purchase a share of the Departing Member's Membership Interest shall have thirty (30) days to provide written notice to the Company of his or her intention to do so. The failure to provide notice shall be deemed a rejection of the opportunity to purchase the Departing Member's Membership Interest.

(c) If any Member elects not to purchase all of the Departing Member's Membership Interest to which he or she is entitled, the other Members may purchase that portion of the Departing Member's Membership Interest.

(d) The Board of Managers shall assign a closing date within sixty (60) days after the Members' election to purchase is completed. At that time, the Departing Member shall deliver to the Board of Managers and the Remaining Members an instrument of title, free of

any encumbrances and containing warranties of title, duly conveying his or her Membership Interest in the Company and, in return, he or she shall be paid the purchase price for his or her Membership Interest in cash. The Departing Member, the Board of Managers and the Remaining Members shall perform all acts reasonably necessary to consummate the transaction in accordance with this Agreement.

(e) In the event a Member's death causes a Member to become a Departing Member, then the deceased Member's estate, and or designated beneficiary of said estate, may continue to own the deceased Member's Membership Interests in the Company, subject to all rights and remedies as contained in the Agreement, however, the resulting deceased Member's estate Membership Interest in the Company, and/or the resulting designated beneficiary of said estate's Membership Interest in the Company, shall not contain any voting rights, as contemplated herein and that exist for the Members as defined in Section 1 and identified on the attached Exhibit A. *See also* Section 11.18 – Insurance, of this Agreement

7.8 No Release of Liability. Any Member or Departing Member whose Membership Interest in the Company is sold or maintained pursuant to Article VII is not relieved thereby of any liability he or she may owe the Company.

ARTICLE VIII BOOKS, RECORDS, AND REPORTING

8.1 Books and Records. The Board of Managers or its designee shall maintain at the Company's principal place of business the following books and records:

(a) A current list of the full name and last known business or residence address of each Member and Manager set forth in alphabetical order, together with the Capital Contribution, Capital Account, Membership Interest, and Voting Rights of each Member;

(b) A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or any amendments thereto were executed;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the three (3) most recent taxable years, as applicable;

(d) A copy of this Agreement and any amendments hereto, together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments hereto were executed; and

(e) Any documents required by the Act to be maintained by the Company.

8.2 Accounting Methods. The books and records of the Company shall be maintained in accordance with the accounting methods utilized for federal income tax purposes.

8.3 Reports. The Board of Managers shall cause to be prepared and filed in a timely manner all reports and documents required by any governmental agency. The Board of Managers shall cause to be prepared at least annually all information concerning the

Company's operations that is required by the Members for the preparation of their federal and state tax returns. The Board of Managers shall send to each Member within one hundred eighty (180) days of the conclusion of the taxable year:

(a) All information concerning the Company's operations necessary to the preparation of the Member's individual federal and state income tax or information returns;

(b) A copy of the Company's federal, state, and local income tax or information returns for the taxable year, if the Company has thirty-five (35) or fewer Members; and

(c) An annual report containing a balance sheet as of the end of the fiscal year as well as an income statement and statement of changes in financial position, accompanied by the report thereon, if any, of the independent accountant engaged by the Company, or, if there is no report, a signed certificate from the Board of Managers that the financial statements were prepared from the un-audited books and records of the Company, if the Company has more than thirty-five (35) Members.

8.4 Inspection Rights. Upon a request by a Member relating to a records inspection, the request must set forth the reason for the records inspection, and the purpose must be reasonably related to the *timing* of the distribution, sale, or merger of substantially all of the Company's assets. The Members acknowledge the purpose of their Membership Interest in the Company is primarily for the Members to receive a return on their Capital Contribution in future years, which return is speculative in nature. The request shall be in writing and shall be accompanied by a five thousand dollar (\$5,000.00) bill of costs which, at the time of the signing of this Agreement, is considered a fair and reasonable expense for copies and retrieval of Company records by the Members, or their agents. The Company shall have sixty (60) days to respond to the request and shall provide applicable records, if any, within one hundred and eighty (180) days from receipt of the written request.

8.5 Bank Accounts. The Board of Managers shall maintain all of the funds of the Company in a bank account or accounts in the name of the Company or a registered trade name or registered "D/B/A" of the Company, at a depository institution or institutions to be determined by the Board of Managers. The Board of Managers shall not permit the funds of the Company to be commingled in any manner with the funds or accounts of any other Person. The Board of Managers shall have the powers enumerated in this Agreement with respect to endorsing, signing, and negotiating checks, drafts, or other evidence of indebtedness to the Company or obligating the Company to pay money to a third party.

8.6 Tax Matters Member (Tax Matters Partner). The Company designates Kevin Daly as Tax Matters Member ("Tax Matters Partner"), as defined in Code section 6231(a)(7) [26 U.S.C.A. § 6231(a)(7)] to represent the Company, at the Company's expense, in all examinations of the Company's affairs by taxing authorities and to expend Company monies to obtain necessary professional services in connection with such examinations, until such time as their successor is appointed. The Board of Managers may appoint a different Tax Matters Partner from time to time.

**ARTICLE IX
DISSOLUTION, LIQUIDATION, AND WINDING UP**

9.1 Conditions Under Which Dissolution Shall Occur. The Company shall dissolve and its affairs shall be wound up upon the happening of the first to occur of the following:

- (a) At the time specified in the Articles;
- (b) Upon the happening of a Dissolution Event, and the failure of the Remaining Members to elect to continue, in accordance with Article VII of this Agreement;
- (c) Upon the vote of all of the Members to dissolve;
- (d) Upon the entry of a decree of judicial dissolution pursuant to the Act;
- (e) Upon the happening of any event specified in the Articles as causing or requiring dissolution; or
- (f) Upon the sale of all or substantially all of the Company's assets.

9.2 Winding Up and Dissolution. If the Company is dissolved, the Board of Managers shall wind up its affairs in accordance with the Delaware Code, including the selling of all of the Company's assets and the provision of written notification to all of the Company's creditors of the commencement of dissolution proceedings.

9.3 Order of Payment. After determining that all known debts and liabilities of the Company in the process of winding up have been paid or provided for, including, without limitation, debts and liabilities to Members or Managers who are creditors of the Company, the Board of Managers shall distribute the remaining assets among the Members in accordance with their Positive Capital Account balances, after taking into consideration the profit and loss allocations made pursuant to Section 6.4. Members shall not be required to restore Negative Capital Account Balances.

9.4 Members' Receipt of Payment. Except as otherwise provided in this Agreement or by the Act, the Members are entitled to payment of their Capital Account balances only from the Company and are not entitled to recover their Positive Capital Account balance or share of Net Profits from any individual Member or Manager, except as otherwise provided in this Agreement.

9.5 Certificates to Be Filed. Upon the dissolution of the Company, the Board of Managers shall file such documents as are necessary with the State and Federal government in order to complete the dissolution of the Company.

**ARTICLE X
INDEMNIFICATION**

10.1 Indemnification of Agents. The Company shall indemnify any Member, Manager or officer and may indemnify any Person to the fullest extent permitted by law on the date

such indemnification is requested for any judgments, settlements, penalties, fines, or expenses of any kind incurred as a result of that Person's performance in the capacity of Member, Manager, officer, employee, or agent of the Company, as long as the Member, Manager, or Person did not behave in violation of other applicable provisions of this Agreement.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Assurances. Each Member shall execute all documents and certificates and perform all acts deemed appropriate by the Board of Managers and the Company or required by this Agreement or the Act in connection with the formation and operation of the Company and the acquisition, holding, or operation of any property by the Company.

11.2 Complete Agreement. This Agreement, the Articles, and other related SEC exempt investor documents constitute the complete and exclusive statement of the agreement among the Members with respect to the matters discussed herein and therein and they supersede all prior written or oral statements among the Members, including any prior statement, warranty, or representation.

11.3 Section Headings. The section headings which appear throughout this Agreement are provided for convenience of reference only and are not intended to define or limit the scope of this Agreement or the intent or subject matter of its provisions.

11.4 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and each person entering into this Agreement acknowledges that this Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

11.5 Interpretation. All pronouns and common nouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the context may require. In the event that any claim is made by any Member relating to the drafting and interpretation of this Agreement, no presumption, inference, or burden of proof or persuasion shall be created or implied solely by virtue of the fact that this Agreement was drafted by or at the behest of a particular Member or his or her counsel.

11.6 Company Counsel. Company counsel may also be counsel to any Member, Manager, or Affiliate of a Member or Manager. Signed conflict waivers shall be executed by the Board of Managers on behalf of the Members, as well as any other written waivers or consents to such representation as may be required by the Delaware Rules of Professional Conduct or the rules governing professional conduct in other jurisdictions.

11.7 Applicable Law. Each Member agrees that all disputes arising under or in connection with this Agreement and any transactions contemplated by this Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Delaware.

11.8 Jurisdiction and Venue. Each Member agrees to submit to the exclusive jurisdiction of the federal and state courts of the State of Delaware in any action arising out of a dispute under or in connection with this Agreement or any transaction contemplated by this Agreement. Each Member further agrees that personal jurisdiction may be exercised upon him or her by service of process by registered or certified mail addressed as provided in Exhibit A attached hereto, and that when service is so made, it shall be as if personal service was rendered within the State of Delaware.

11.9 Specific Performance. The Members acknowledge and agree that irreparable injury shall result from a breach of this Agreement and that money damages will not adequately compensate the injured party. Accordingly, in the event of a breach or a threatened breach of this Agreement, any party who may be injured shall be entitled, in addition to any other remedy which may be available, to injunctive relief to prevent or to correct the breach.

11.10 Mediation/Arbitration.

(a) Except as otherwise provided in this Agreement, any dispute arising out of this Agreement shall first be submitted to mediation. The third-party mediator shall be selected and agreed upon by the disputing parties within ten (10) days of the noticed dispute, and if one cannot be determined, then the mediator shall be selected by the Registered Agent for the Company within five (5) days thereafter. The mediation shall be scheduled to take place in the appropriate Delaware County, and all of the fees and costs of the arbitration shall be shared equally by the disputing parties. In the event mediation is unsuccessful, the dispute shall be submitted to arbitration for resolution consistent with Sections 4.14 and 5.14 of this Agreement. The arbitration shall be scheduled to take place in the appropriate Delaware County, within thirty (30) days from the date the arbitrator is selected, and all of the fees and costs of the arbitration shall be shared equally by the parties. Attorney fees may be awarded to the prevailing party at the discretion of the arbitrator, but the arbitrator shall have no power to alter or amend this Agreement or to award any relief inconsistent with the provisions herein or unavailable in a court of law.

(b) EACH MEMBER UNDERSTANDS THAT THIS AGREEMENT TO MEDIATE AND ARBITRATE ALL DISPUTES MEANS THE MEMBER IS AGREEING TO WAIVE TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY RIGHT THE MEMBER MAY HAVE TO ASK FOR PUNITIVE DAMAGES OR A JURY OR COURT TRIAL IN ANY DISPUTE WITH THE COMPANY OR OTHER MEMBERS.

(c) **Attorneys' Fees and Costs.** Subject to the other provisions of this Agreement, the Company's own attorneys' fees and costs in any mediation, arbitration or litigation under this section shall be funded as an Additional Capital Contribution. In addition to any relief, order or award that enters, as determined by an arbitrator or court, each Member found to be a losing party in any arbitration or litigation between or among the Company and any of the Members will be required to pay the reasonable attorneys' fees, expert witness fees, and costs of each Member determined prevailing party, and all such losing Members, jointly and severally, will also pay the arbitrator's or court's fees and expenses in any arbitration or litigation. The Company shall have no liability for any Member's attorneys' fees and costs

under this Agreement. If the Company is determined to be a prevailing party, each Member determined to be a losing party shall pay the Company's attorneys' fee and costs award, and no Member's Membership Interest will be increased or decreased based on any losing Member's payment of an attorneys' fee and costs award for the Company under this Agreement.

(d) Continuing Rights and Obligations. The Members' and the Company's rights and obligations under this section will survive any Member's dissociation or the dissolution of the Company.

11.11 Remedies Cumulative. The remedies described in this Agreement are cumulative and shall not eliminate any other remedy to which a Person may be lawfully entitled.

11.12 Notices. Any notice or other writing to be served upon the Company or any Member thereof in connection with this Agreement shall be in writing and shall be deemed completed when e-mailed, faxed, or otherwise delivered to the address specified in Exhibit A, if to a Member, and to the Registered Agent, if to the Company. Any Member shall have the right to change the address at which notices shall be served upon ten (10) days' written notice to the Company and the other Members.

11.13 Amendments. Any amendments, modifications, or alterations to this Agreement or the Articles must be in writing and signed by all Members.

11.14 Severability. Each provision of this Agreement is severable from the other provisions. If, for any reason, any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision shall have no effect on the remaining provisions of the Agreement that continue in full force and effect.

11.15 Counterparts and Facsimile Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

11.16 Spousal Consent. The Board of Managers may require a married Member to have his or her spouse execute a consent to this Agreement, and that such execution shall be for the sole purpose of acknowledging such spouse's consent and approval of this Agreement, as aforesaid, and nothing contained in this Section 11.16 shall be deemed to have constituted any such spouse a Member of the Company.

11.17 Wills. Each Member agrees to insert in his/her will or to execute a codicil thereto directing and authorizing his/her personal representative(s) to fulfill and comply with the provisions hereof and to sell and Transfer or maintain his/her percentage of Membership Interest and membership rights in accordance herewith.

11.18 Insurance. The Company shall have the right to make application for, take out, and maintain in effect such policies of life insurance on the lives of any or all of the Managers and Members, whenever and in such amounts as the Board of Managers shall determine. Each Member shall exert his or her best efforts and fully assist and cooperate with

the Company in obtaining any such policies of life insurance. Such insurance is contemplated to be purchased under a separate buy-sell agreement that may otherwise amend and supersede the Transfer and buy-out provisions of a Member upon his or her death.

11.19 Confidentiality. The details of this Agreement and, specifically, the identification of Members, terms of Capital Contributions, Distributions of Profits, methods and practices of the Company, and trade secrets shall be deemed to be confidential, shall not be discussed with anyone or released to the public or professional media, **AND NEITHER THE MEMBERS NOR THE AGREEMENT, OR ANY ASPECT OF THE COMPANY WITH ANY REPRESENTATIVE OF THE MEDIA OR ANY OTHER PERSON,** without the approval of the Board of Managers. The Company may disclose any or all portions of this Agreement a regulatory authority or court to whom disclosure is required by law, regulation or valid order or subpoena.

11.20 Waiver of Action for Partition. Each Member irrevocably waives any right that it may have to maintain any action for partition with respect to the property of the Company; provided, however, that this provision shall not apply to any asset that is distributed in kind to any Member, if so arising, and subject to the provisions contained herein and as described in Exhibit B attached hereto.

11.21 Investment Representations. Each Member represents and warrants to the Company that:

(a) It is acquiring its Membership Interest for investment purposes only and does not intend to resell or subdivide such interest.

(b) It acknowledges that the Membership Interests are being offered and sold under exemptions from registration under the Securities Act and exemptions from qualification under the securities laws of the State of Delaware, for transactions not involving any public offering, and that in connection with the perfection of such exemptions, the Company is relying on the representations and warranties of each Member included herein, as well as the representations and warranties of each Member in any separate SEC exempt investor documents to be provided by the Company, including but not limited to the following:

(i) It has the financial ability to bear the economic risk of its investment in the Company (including its possible loss), has adequate means of providing for its current needs and personal contingencies, and has no need for liquidity with respect to its investment in the Company; and

(ii) It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company and has obtained, in its judgment, sufficient information to evaluate the merits and risks of an investment in the Company.

(c) It understands that neither any Membership Interest has been registered under the Securities Act of 1933 or qualified under the securities laws of the State of Delaware, and therefore cannot be transferred, resold, pledged, hypothecated, assigned or otherwise disposed of unless it is subsequently registered or qualified under the Securities Act of 1933

and under applicable state securities laws, or an exemption from registration and/or qualification is available. It will not sell or otherwise transfer any Membership Interest without registration under the Securities Act of 1933 or under an exemption therefrom, and understands and agrees that the Company is not obligated to register or qualify any Membership Interest on its behalf or to assist it in complying with any exemption from such registration or qualification. It further understands and agrees that sales or Transfers of any Membership Interest are further restricted by other provisions of this Agreement and Delaware law.

11.22 Other Representations and Warranties. As of the date the Member becomes a Member, each Member represents and warrants that:

(a) **Valid Obligation.** This Agreement constitutes the legal, valid and binding obligation of the Member.

(b) **No Conflict with Restrictions; No Default.** Neither the execution, delivery and performance of this Agreement, nor the consummation by the Member of the transactions contemplated hereby:

(i) shall conflict with, violate or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, writ, injunction, decree, determination or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, applicable to the Member or any of its Affiliates;

(ii) shall conflict with, violate, result in a breach of or constitute a default under any of the terms, conditions or provisions of the articles of organization, bylaws, partnership agreement or operating agreement (if any) of the Member or any of its Affiliates or of any material agreement or instrument to which the Member or any of its Affiliates is a party or by which the Member, or any of its Affiliates is or may be bound or to which any of its material properties or assets is subject;

(iii) shall conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights, or require any consent, authorization, or approval under any indenture, mortgage, lease agreement, or instrument to which the Member or any of its Affiliates is a party or by which the Member or any of its Affiliates is or may be bound; or

(iv) shall result in the creation or imposition of any lien upon any of the material properties or assets of the Member or any of its Affiliates.

11.23 Investment Company Act; Public Utility Holding Company Act. Neither the Member nor any of its Affiliates is, nor shall the Company as a result of the Member holding a Membership Interest be, an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940. Neither the Member nor any of its Affiliates is, nor shall the Company as a result of the Member holding a Membership Interest be, a "holding company," "an affiliate of a holding company," or a "subsidiary of a holding

company,” as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935.

11.24 Further Assurances. The Members and the Company agree that they and each of them will take whatever action or actions as are deemed by counsel to the Company to be reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Agreement, and to that end, the Members and the Company agree that they will execute, acknowledge, seal, and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement or any of the provisions hereof, or to carry out the intent of this Agreement or any of the provisions hereof.

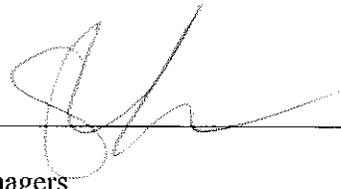
11.25 Exhibits. All Exhibits described or otherwise referred to herein and attached hereto are hereby incorporated into this Agreement by reference.

11.26 LEGAL COUNSEL. The Managers have engaged Feldmann Nagel, LLC (“FN”), as legal counsel to the Company. FN has not been engaged to protect or represent the interests of any Member or Manager vis-à-vis the Company or the preparation of this Agreement, and no other legal counsel has been engaged by the Company or to act in such capacity. In its capacity as legal counsel to the Company, FN may be subject to actual or potential conflicts arising from its representation of one (1) or more Members or parties related thereto in connection with matters other than the preparation of this Agreement or the operation of the Company. Each Member (a) has carefully considered the foregoing and hereby approves FN’s representation of the Company, (b) acknowledges the possibility that, under the laws and ethical rules governing the conduct of attorneys, FN may be precluded from representing any one (1) or more specific parties in connection with any dispute involving Members or the Company, and (c) agrees that FN may decline to represent, or withdraw from its representation of, the Company at any time. Each Member (x) acknowledges that actual or potential conflicts of interest exist among the Members, that such Member’s interests will not be represented by legal counsel unless such Member engages counsel on its own behalf, and that such Member has been afforded the opportunity to engage and seek the advice of its own legal counsel before entering into this Agreement; (y) agrees that, in the event of a dispute between one (1) or more Members, on the one hand, and the Company, on the other hand, FN may represent the Company; and (z) acknowledges that the approvals, acknowledgments and waivers made by such Member pursuant to this Section 11.26 do not reflect or create a right under this Agreement on the part of such Member to approve the Managers’ selection of legal counsel to the Company. Each Member further agrees that neither this Agreement nor the transactions and Company operations contemplated hereby are intended to create an attorney/client relationship between FN and such Member or any other relationship pursuant to which such Member (acting other than in the name of the Company) would have a right to object to FN’s representation of any Person under any circumstances. This Section 11.26 shall be treated as a supplement to, and not a substitution or replacement for, any other waiver, consent or other agreement provided to FN by any Person. Nothing in this Section 11.26 shall preclude the Company from selecting different legal counsel at any time in the future and, except as specifically provided in this Section 11.26, no Member shall be deemed by virtue of this Agreement to have waived its right to object to any conflict of interest relating to matters other than this Agreement or the transactions and Company operations contemplated herein.

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IN WITNESS WHEREOF, the Members have hereunto set our hands and seals on the day first written above.

By:


Meristem Partners, LLC, Member

By: Kevin Daly and Meg Sanders, Its Managers

5/12/2015 9:39 AM

EXHIBIT A

**MEMBERS' MEMBERSHIP INTERESTS IN
NEW YORK CANOPY VENTURE GROUP, LLC
AS OF May 8, 2015**

Name/Entity	Membership Interest
Meristem Partners, LLC	100.000%
Total	100.000%

5/19/2015 2:28 PM

Meristem Members, LLC Organizational Documents

Meristem Members, LLC

Certificate of Formation

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "MERISTEM PARTNERS, LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2013, AT 10:20 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE FIRST DAY OF OCTOBER, A.D. 2013.

5407136 8100

141135524

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1666128

DATE: 09-03-14

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

for

MERISTEM PARTNERS, LLC

The undersigned, natural persons of the age of eighteen years or more, acting as organizers, hereby form and ratify a limited liability company by virtue of the Delaware Limited Liability Company Act, and adopt the following Articles of Organization as the Certificate of Formation for such limited liability company, and as a supplement to the corresponding application form as filed with the Delaware Secretary of State:

ARTICLE I

Name.

The name of the limited liability company is Meristem Partners, LLC, a Limited Liability Company.

ARTICLE II

Principal Place of Business.

The principal place of business for the Limited Liability Company is P.O. Box 511, Wilmington, DE 19899-0511.

ARTICLE III

Registered Agent.

The registered agent of the Limited Liability Company in this state is Agents and Corporations, Inc., 1201 Orange Street, Suite 600, One Commerce Center, Wilmington, DE 19801

ARTICLE IV

Organizer.

The organizer of this Limited Liability Company in this state are the Company Mangers indicated below. The business address of the organizers is c/o AGENT Feldmann Nagel, LLC, 1228 15th Street, Suite 210, Denver, CO 80202.

ARTICLE V
Initial Managers.

Management of this Limited Liability Company shall be vested in the Managers. The names and business address of the initial Managers who are to serve as the board of Managers until the first annual meeting of the Managers or until their successors are elected and qualified are as follows:

NAME	ADDRESS
Kevin Daly	1228 15th Street, Suite 200 Denver, CO 80202
Megan Sanders	1228 15th Street, Suite 200 Denver, CO 80202

ARTICLE VI
Duration.

This Limited Liability Company shall maintain existence into perpetuity or as otherwise provided by Delaware Law.

ARTICLE VII
Purposes.

The purposes for which this Limited Liability Company is formed include any legal and lawful purpose pursuant to the Delaware Limited Liability Company Act.

ARTICLE VIII
Indemnification.

The Limited Liability Company shall indemnify, to the maximum extent permitted by law, and consistent with Delaware law, any person who is or was a Manager, Member, agent, fiduciary or employee of the company against any claim, liability or expense arising against or incurred by such person made party to a proceeding because he or she is or was a Manager, Member, agent, fiduciary or employee of the company or because he or she is or was serving another entity or employee benefit plan as Manager, Member, partner, trustee, employee, fiduciary or agent at the company's request. The Limited Liability Company shall further have the authority to the maximum extent permitted by law to purchase and maintain insurance providing such indemnification.

ARTICLE IX

Limitation on Manager's Liability.

No Manager of this Limited Liability Company shall have any personal liability for monetary damages to the Company or its Members for breach of his fiduciary duty as a Manager, except that this provision shall not eliminate or limit the personal liability of a Manager to the Limited Liability Company or its Members for monetary damages for: (i) any breach of the Manager's duty of loyalty to the company; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) voting for or assenting to a distribution in violation of Delaware law or the Articles of Organization if it is established that the Manager did not perform his or her duties in compliance with Delaware law, provided that the personal liability of a Manager in this circumstance shall be limited to the amount of the distribution which exceeds what could have been distributed without violation of Delaware law or the articles of organization; or (iv) any transaction from which the manager directly or indirectly derives an improper personal benefit. Nothing contained herein will be construed to deprive any Manager of his right to all defenses ordinarily available to a Manager nor will anything herein be construed to deprive any Manager of any right he or she may have for contribution from any other manager or other person.

ARTICLE X

Other Provisions.

At the time of its formation the Limited Liability Company has Members.

The execution of these Articles of Organization constitutes an affirmation by the undersigned, for the Limited Liability Company, under penalties of perjury, that the facts set forth herein are true. A facsimile signature herein shall have the same force and effect as an original.

Effective the 1st day of October, 2013.

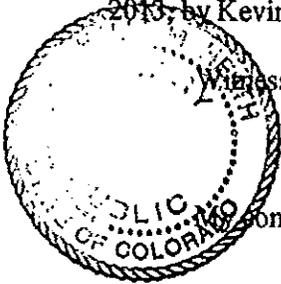

Kevin Daly, Manager


Megan Sanders, Manager

[notarization to follow]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed, sworn to, and acknowledged before me this 20th day of September, 2013, by Kevin Daly.



Witness my hand and official seal.

My commission expires:

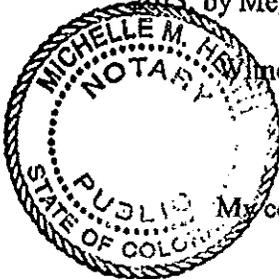
9/29/17



Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed, sworn to, and acknowledged before me this 20th day of September, 2013, by Megan Sanders.



Witness my hand and official seal.

My commission expires:

9/29/17



Notary Public

COVER



SHEET



* 6 7 5 0 2 7 *

INCORPORATING SECTION
P.O. BOX 898
FRANCHISE TAX SECTION
P.O. BOX 7040
UNIFORM COMMERCIAL CODE
P.O. BOX 793
DOVER, DELAWARE 19803

STATE OF DELAWARE
DEPARTMENT OF STATE
Jeffrey W. Bullock, Secretary
DIVISION OF CORPORATIONS
JOHN G. TOWNSEND BUILDING
DUKE OF YORK STREET
DOVER, DELAWARE 19901

INCORPORATING SECTION
GENERAL INFORMATION
302/739-3073
NAME RESERVATION
302/739-6900
900/420-8042
FRANCHISE TAX SECTION
302/739-4225
UNIFORM COMMERCIAL CODE
302/739-4279

SRV#: 141135524 Agent: 9030670 File#: Package#: 000675027
Priority: 7 Mail Code E Date: 09/03/14

User: SCACDJZ

Comments:

Attn:

Agent: AGENTS AND CORPORATIONS, INC.
1201 ORANGE ST STE 600
ONE COMMERCE CENTER
WILMINGTON DE 19801

Items Included:	Item Type	Copies	=====
	Invoice	001	
	Certificate	001	
	Image	001	

Meristem Members, LLC

EIN

Application for Employer Identification Number

OMB No. 1545-0003

Department of the Treasury
Internal Revenue Service

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

▶ See separate instructions for each line. ▶ Keep a copy for your records.



Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested Meristem Partners, LLC		3 Executor, administrator, trustee, "care of" name
	2 Trade name of business (if different from name on line 1)		5a Street address (if different) (Do not enter a P.O. box.)
	4a Mailing address (room, apt., suite no. and street, or P.O. box) PO Box 511		5b City, state, and ZIP code (if foreign, see instructions)
	4b City, state, and ZIP code (if foreign, see instructions) Wilmington, DR 19899-0511		
	6 County and state where principal business is located New Castle, DE		
	7a Name of responsible party Megan Sanders		7b SSN, ITIN, or EIN
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		8b If 8a is "Yes," enter the number of LLC members 2	
8c If 8a is "Yes," was the LLC organized in the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.			
<input type="checkbox"/> Sole proprietor (SSN) _____		<input type="checkbox"/> Estate (SSN of decedent) _____	
<input checked="" type="checkbox"/> Partnership		<input type="checkbox"/> Plan administrator (TIN) _____	
<input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____		<input type="checkbox"/> Trust (TIN of grantor) _____	
<input type="checkbox"/> Personal service corporation		<input type="checkbox"/> National Guard <input type="checkbox"/> State/local government	
<input type="checkbox"/> Church or church-controlled organization		<input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military	
<input type="checkbox"/> Other nonprofit organization (specify) ▶ _____		<input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises	
<input type="checkbox"/> Other (specify) ▶ _____		Group Exemption Number (GEN) if any ▶ _____	
9b If a corporation, name the state or foreign country (if applicable) where incorporated		State	Foreign country
10 Reason for applying (check only one box)			
<input checked="" type="checkbox"/> Started new business (specify type) ▶ Management Services		<input type="checkbox"/> Banking purpose (specify purpose) ▶ _____	
<input type="checkbox"/> Hired employees (Check the box and see line 13.)		<input type="checkbox"/> Changed type of organization (specify new type) ▶ _____	
<input type="checkbox"/> Compliance with IRS withholding regulations		<input type="checkbox"/> Purchased going business	
<input type="checkbox"/> Other (specify) ▶ _____		<input type="checkbox"/> Created a trust (specify type) ▶ _____	
<input type="checkbox"/> Other (specify) ▶ _____		<input type="checkbox"/> Created a pension plan (specify type) ▶ _____	
11 Date business started or acquired (month, day, year). See instructions. October 1, 2013		12 Closing month of accounting year	
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. <input type="checkbox"/>	
Agricultural	Household	Other	
		5	
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶			
16 Check one box that best describes the principal activity of your business.			
<input type="checkbox"/> Construction	<input type="checkbox"/> Rental & leasing	<input type="checkbox"/> Transportation & warehousing	<input type="checkbox"/> Health care & social assistance
<input type="checkbox"/> Real estate	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Finance & insurance	<input type="checkbox"/> Accommodation & food service
<input type="checkbox"/> Other (specify) ▶ _____	<input type="checkbox"/> Wholesale-agent/broker		
			<input checked="" type="checkbox"/> Retail
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. Management Services			
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ▶ _____			

Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.	
Third Party Designee	Designee's name Gregory Thomas
	Designee's telephone number (include area code) (303) 813-1200
Third Party Designee	Address and ZIP code 1228 15th Street, Suite 200, Denver, CO 80202
	Designee's fax number (include area code) (- 303) 813-1201
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.	
Name and title (type or print clearly) ▶	Megan Sanders
Signature ▶	
Date ▶	3/17/2014
Applicant's telephone number (include area code) (303) 581-2453	
Applicant's fax number (include area code)	

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 16055N

Form **SS-4** (Rev. 1-2010)

Meristem Members, LLC

Operating Agreement

OPERATING AGREEMENT
MERISTEM PARTNERS, LLC
A Delaware Limited Liability Company

WHEREAS, MERISTEM PARTNERS, LLC, a Delaware limited liability company (the “Company”), was formed pursuant to the Delaware Limited Liability Company Act, Title 6 Chapter 18, Delaware Code (the “Act”), by the filing of Articles of Organization with the Delaware Secretary of State effective October 1, 2013 (the “Articles”). The rights and obligations of the Company and the Members (defined below) are provided in the Articles, as may be further amended from time to time, and this Operating Agreement (the “Agreement”).

WHEREAS, this Agreement is made and entered into effective as of the 5th day of September, 2014, by the Company and among those persons whose names, addresses and signatures are set forth below (all of the foregoing are hereinafter sometimes referred to as the “Member” or “Members”), and shall supersede and replace any previous operating agreements of the Company, which shall no longer be of any force or effect.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Members agree as follows:

ARTICLE I
DEFINITIONS

When used in this Agreement, the following capitalized terms shall have the meanings provided below:

1.1 “Act” means the Delaware Limited Liability Company Act, Title 6, Chapter 18, Delaware Code, as amended from time to time.

1.2 “Affiliate” or “Affiliate of a Member” means any Person under the control of, in common control with, or in control of a Member, whether that control is direct or indirect. The term “control,” as used herein, means, with respect to a corporation or limited liability company, the ability to exercise more than fifty percent (50%) of the voting rights of the controlled entity, and with respect to an individual, partnership, trust, or other entity or association, the ability, directly or indirectly, to direct the management or policies of the controlled entity or individual, pursuant to the conditions and requirements as set forth in this Agreement.

1.3 “Agent” or “Manager’s Agent” shall mean an Agent fulfilling the duties of a Manager under a Manager’s Power of Attorney (“MPOA”) who is not elected by the Members or selected by the Board of Managers as provided in Article IV, below.

1.4 “Agreement” shall mean this Agreement, as amended from time to time, and shall supersede and replace any previous operating agreements of the Company, which shall no longer be of any force or effect.

1.5 “Articles” means the Articles of Organization initially filed with the Delaware Secretary of State effective October 1, 2013 forming the Company.

1.6 “Assignee” or “Transferee” means a person who has acquired a Member’s Membership Interest in the Company, by way of a Transfer in accordance with the terms of Article VII of this Agreement, but who has not become a Member.

1.7 “Assigning Member” or “Transferring Member” means a Member who by means of a Transfer has transferred a Membership Interest in the Company to an Assignee or Transferee.

1.8 “Bankruptcy” means, with respect to any Person, being the subject of an order for relief under Title 11 of the United States Code, or any successor statute or other statute in any foreign jurisdiction having like import or effect.

1.9 “Capital Account” means the amount of the capital interest of a Member in the Company, consisting of the amount of money, the fair market value of future services to be contributed to the Company as may be determined by the Members, and the fair market value, net of liabilities, of any property initially contributed by the Member, as (1) increased by any additional contributions and the Member’s share of the Company’s profits; and (2) decreased by any distribution to that Member as well as that Member’s share of Company losses.

1.10 “Capital Contribution” means the total amount of money, the fair market value of future services to be contributed to the Company as may be determined by the Members, and the fair market value, net of liabilities, of any property contributed by the Members to the Company.

1.11 “Cause” as determined at the sole discretion of the Company includes but is not limited to behavior or conduct giving rise to question a Person’s character by theft or taking from the Company, dishonesty or conduct that is deceitful in any manner to the Company or its Members, non-compliance with the Company’s drug and alcohol policies, falsifying, altering, or manipulation of records of the Company, embezzlement, violating Company policy or rules, charged or cited with any state or federal crime or breach of any contract by a Member.

1.12 “Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision of any succeeding revenue law.

1.13 “Company” means Meristem Partners, LLC, the entity formed in accordance with this Agreement and the Articles, Delaware Secretary of State number 5407136.

1.14 “Company Minimum Gain” shall have the same meaning as set forth for the term “Partnership Minimum Gain” in the Regulations section 1.704-2 (26 C.F.R. § 1.704-2).

1.15 “Departing Member” means any Member whose conduct or circumstance results in a Dissolution Event or who withdraws from the Company in accordance with Section 5.3 and/or 5.4, where such withdrawal does not result in dissolution of the Company.

1.16 “Dissolution” or “Dissolution Event” means, with respect to any Member, one or more of the following: the Dissolution, Expulsion, Resignation, and with respect to the Company, the distribution, sale, or merger of substantially all of the Company’s assets.

1.17 “Distribution” means the transfer of money or property by the Company to the Members without consideration. Each Member understands there is no expectation of the Company declaring a distribution for the Company, unless as otherwise determined at the sole discretion of the Members and pursuant to the terms and conditions contained herein. See, also, Membership Interest at Section 1.27.

1.18 “Expulsion” means to expel and involuntarily disassociate a Member from the Company (i) in the event the Member is engaged in wrongful conduct that adversely and materially affects the Company’s business, (ii) in the event the Member willfully or persistently commits a breach of this Agreement, as may be amended, including a breach of confidentiality, (iii) due to a legal impracticability of the Company to carry on its business with the Person as a Member, or (iv) for cause as determined by a Majority of the Members.

1.19 “Fiscal Year” means the Company’s fiscal year, which shall be the calendar year.

1.20 “Guardian” means an individual at least twenty-one years of age, resident or non-resident, who has qualified as a guardian of a minor or incapacitated Member or Manger pursuant to appointment by a court of competent jurisdiction. The term includes a limited, emergency, and temporary substitute guardian with the powers conferred by the court.

1.21 “Incapacity” means that a Member is unable to execute a Member’s duties described herein, if a court determines that a Member is unable to do so, or if a licensed physician certifies in writing that, in their opinion, a Member is unable to execute a Member’s duties. Recovery from disability or incapacity shall be established by the same manner, or a Member’s self-certification, at the sole discretion of the Members, subject to final determination by the Delaware Probate Code.

1.22 “Legatee” means the person named in a testamentary instrument to take personal possession of a decedent Member’s Membership Interest(s).

1.23 “Majority Interest” means the interest of the Members holding greater than fifty percent (50%) of the total Membership Interests held by all the Members.

1.24 “Member” means each Person who (1) has been admitted into membership in the Company; (2) executes or causes to be executed this Agreement and any subsequent amendments thereto, and, if necessary, a Company Subscription Agreement, Private Placement Memorandum and/or related SEC exempt investor documents, and any other documents requested by the Company that it deems necessary in its sole discretion to conduct business; and (3) has not engaged in conduct resulting in a Dissolution Event or terminated membership for any other reason.

1.25 “Member Non-recourse Debt” shall have the same meaning as set forth for the term “Partnership Non-recourse Debt” in Regulations section 1.704-2 (26 C.F.R. § 1.704-2).

1.26 “Member Non-recourse Deductions” means items of Company loss, deduction, or Code section 705(a)(2)(B) (26 U.S.C.A. § 705(a)(2)(B)) expenditures which are attributable to Member Non-recourse Debt.

1.27 “Membership Interest” means the percentage ownership of the Company of each Member as set forth in the column entitled “Membership Interest” contained in Exhibit “A” attached hereto. “Membership Interest” shall include a Person’s right to (i) share in the income, gains, losses, deductions, credit or similar items in the Company, if any; (ii) receive distributions from the Company, if any and subject to the terms herein, and *primarily* (iii) receive a return on their Capital Contribution in future years which return is speculative in nature. Each Member acknowledges the speculative nature of its Capital Contribution. See, also, Section 6.5 and the Company’s corresponding Subscription Agreement.

1.28 “Negative Capital Account” means a Capital Account with a balance of less than zero.

1.29 “Net Profits” and “Net Losses” mean the Company’s income, loss, and deductions computed at the close of each fiscal year in accordance with the accounting methods used to prepare the Company’s information tax return filed for federal income tax purposes.

1.30 “Non-recourse Liability” has the meaning provided in the Regulations section 1.752-1(a)(2) (26 C.F.R. §1.752-1(a)(2)).

1.31 “Person” means an individual, partnership, limited partnership, corporation, limited liability company, registered limited liability partnership, trust, association, estate, or any other entity.

1.32 “Personal Representative” means executor, administrator, successor personal representative, special administrator, and persons who perform substantially the same function under the law governing their status.

1.33 “Positive Capital Account” means a Capital Account with a balance greater than zero.

1.34 “Regulations” refers to the income tax regulations of the United States Treasury Department promulgated under the Code, including any temporary regulations, and any successor regulations which may be promulgated.

1.35 “Remaining Members” means, upon the occurrence of a Dissolution Event, those Members of the Company whose conduct did not cause its occurrence.

1.36 “Reserve Interest” or “Treasury Interest” means an ownership interest in the Company that is not included in any Member’s Capital Account. Reserve Interests may only be voted when required by this Agreement or the Act by the written consent of a Super Majority of the Members and as the Members direct. In no event shall the Reserve Interest be treated as a Member for any purpose in this Agreement.

1.37 “Resignation” means the decision, determination, or behavior of a Member to no longer continue as a Member or by de facto action or non-action(s).

1.38 “Secretary of State” means the Secretary of State for the State of Delaware.

1.39 “Super Majority Interest” means the interest of the Members holding at least seventy one (71%) of the total Membership Interests held by all the Members

1.40 “Tax Matters Member” or “Tax Matters Partner”, as defined in Code section 6231(a)(7) (26 U.S.C.A. § 6231(a)(7)), is that Person designated by the Company in Section 8.6 herein to serve as the Company’s representative in all examinations of the Company’s affairs by taxing authorities.

1.41 “Transfer” shall mean any transaction as provided in Article VII of this Agreement. A Transfer shall not mean the disposition or treatment of a Member’s interests upon the death of that Member.

1.42 “Voting Rights” means the percentage of votes that a Member has to cast on a matter, which percentage shall correspond to that Member’s Membership Interest percentage, less the Company Reserve for issuance percentage as described on Exhibit A.

ARTICLE II FORMATION AND ORGANIZATION

2.1 Initial Date and Initial Parties. This Agreement is entered into effective on October 1, 2013, by and among the Company and the Persons who are Members of the Company on that date.

2.2 Subsequent Parties. No Person may become a Member of the Company without agreeing to and without becoming a signatory of this Agreement, or any amended or restated Agreement then in effect, including without limitation, other agreements and documents as referenced and provided herein. Any offer or assignment of a Membership Interest is contingent upon the fulfillment of this condition, as well as all other requirements as determined by the Members and the Medical Marijuana laws.

2.3 Name. The name of this Company is Meristem Partners, LLC.

2.4 Term. The Company commenced upon the filing of its Articles and it shall continue perpetually in existence, unless terminated earlier under the provisions of the Act or Section 9.1 of this Agreement.

2.5 Principal Place of Business. The Company shall have its principal place of business at PO Box 511, Wilmington, DE 19899-0511, or at any other address within the State of Delaware upon which the Members agree. The Company shall maintain its principal executive offices at its principal place of business, as well as all records and documents which it is required to keep according to the Act. Unless otherwise expressly stated upon any document, and other than warrants, securities, or promissory notes, the Company shall maintain custody of all original documents executed by the Company.

2.6 Resident/Registered Agent. The name and address of the Company's registered agent for service of process in the State of Delaware is Agents and Corporations, Inc., PO Box 511, Wilmington, DE 19899-0511.

2.7 Names and Addresses of Members. The name, present mailing address, taxpayer identification number and Membership Interest of each Member is listed on Exhibit A attached hereto.

2.8 Authorization and Purpose. Pursuant to the Act, the Members have formed this Company and, in accordance therewith, have filed Articles of Organization, as amended, with the Secretary of State. The Members intend to govern the Company in accordance with the Act, the Articles, State statutes and regulations, the State and Federal securities laws and regulations, and this Agreement, as it may be amended and restated, and to have their rights and liabilities in connection with the Company to be so determined. In the event of any conflict between the Act and the Articles and this Agreement, this Agreement shall control, to the extent permitted by the Act and applicable law. The purpose of the Company is to engage in any lawful business activity that is permitted by the Act.

ARTICLE III CAPITAL CONTRIBUTIONS AND ACCOUNTS

3.1 Initial Capital Contributions. The initial Capital Contribution, Membership Interest, and Voting Rights of each Member are listed in Exhibit A attached hereto. Exhibit A shall be revised to reflect any additional contributions pursuant to Section 3.2. **It is understood and agreed by all Members that the Membership Interest for each Member is not based solely upon the Capital Contributions of the respective Members, but have been assigned and accepted by the contributing Members based upon original membership, the length of time that prior Members have been at risk for their interest in the Company, and other pertinent factors that justify the Membership Interest for each individual Member.**

3.2 Additional Contributions. No Member shall be required to make any additional contribution to the Company. In the event of a capital reorganization (including but not limited to a reclassification, merger of the Company with another LLC, corporation or other entity, consolidation of the Company into a parent entity, or sale of all or substantially all of the Company's assets to another LLC, corporation or other entity), any Member may, but shall not be required to, contribute additional capital to the Company on a pro rata basis consistent with the Membership Interest of each of the Members. Upon receipt of such additional contributions, the Members' Capital Accounts shall be adjusted accordingly with the Capital Accounts for the non-contributing Members being diluted on a pro-rata basis by the contributing Members. The admission of any new Member(s) shall only be allowed to the extent there is a sufficient company reserves to transfer to such new Member(s) so as not to dilute the Membership Interests of existing Members.

3.3 Interest Payments. No Member shall be entitled to receive interest payments in connection with any contribution of capital to the Company, unless as otherwise determined by the Members in their sole discretion.

3.4 Right to Return of Contributions. No Member shall be entitled to a return of any capital contributed to the Company, except as expressly provided in this Agreement and pursuant to Article IX. It is expressly agreed among the Members that insofar as practicable, and upon agreement by a vote of a Majority Interest of the Members, net profits shall be distributed in an amount equal to deemed profit distributions, in accordance with the Member's Membership Interest and Members' performance of services.

3.5 Capital Accounts. A Capital Account shall be created and maintained by the Company for each Member, in conformance with Regulations section 1.704-1(b)(2)(iv) (26 C.F.R. § 1.704-1(b)(2)(iv)), which shall reflect all Capital Contributions to the Company. Should any Member transfer or assign all or any part of his or her Membership Interest in accordance with this Agreement, subject to the restrictions as provided for herein and by State law, the successor shall receive that portion of the Member's Capital Account attributable to the interest assigned or transferred. The Membership Interest attributable to each Member shall reflect that Member's own Capital Account.

(a) Failure of Member to Make Contribution. If, in the event of a capital reorganization (including but not limited to a reclassification, merger of the Company with another LLC, corporation or other entity, consolidation of the Company into a parent entity, or sale of all or substantially all of the Company's assets to another LLC, corporation or other entity), a vote of a Majority Interest of the Members shall determine if an additional Capital Contribution is needed from the Members. If a Member does not elect to make a Capital Contribution to the Company on a pro rata basis consistent with said Member's Membership Interest within ten (10) days from the date the Majority Interest of the Members makes such a determination then the Membership Interests shall be adjusted to reflect actual Capital Contributions, so that each Member's Membership Interest may be represented by a fraction, the numerator of which consists of the Member's actual Capital Contribution and the denominator of which is the total actual Capital Contributions of all the Members.

Each Member agrees that (1) the Company and the contributing Members shall incur certain costs, obligations, and damages in the event that any Member chooses not to contribute, which shall be extremely difficult to ascertain; (2) the remedy described in this Section 3.5 bears a reasonable relationship to the damages that may be suffered in the event that any Member chooses not to make a Capital Contribution to the Company; and (3) the election to exercise the foregoing remedy would not be unreasonable based on the facts and circumstances existing as of the date that this Agreement is executed.

3.6 In lieu of voting an additional assessment of capital to meet operating expenses or to finance new investments, or for other Company business, the Company may, as determined by a vote of a Majority Interest of the Members, enter into debt, equity, or derivative transactions, on terms satisfactory to the Members whose Majority Interest made the determination.

**ARTICLE IV
(RESERVED)**

ARTICLE V MEMBERS

5.1 Limitation of Liability. No Member shall be personally liable for the debts, obligations, liabilities, or judgments of the Company solely by virtue of his or her Membership in the Company, except as expressly set forth in this Agreement or required by law.

5.2 Additional Members. A vote of a Super Majority of the Members may add or modify membership in the Company and shall determine the Additional Member's participation in "Net Profits," "Net Losses," and distributions, as those terms are defined in Article I. Exhibit A shall be amended to include the name, present mailing address, taxpayer identification number, and Membership Interest and Voting Rights of any Additional Members.

5.3 Withdrawal from Membership. Any Member who is under a written obligation to render services to the Company may withdraw at any time after sixty (60) days' written notice to the Company; however, such withdrawal must be without prejudice to the rights of the Company and/or subject to any contract to which the withdrawing Member is a party. Such withdrawing Member shall have the rights of a transferee under Article VII and the Remaining Members shall be entitled to purchase the withdrawing Member's Membership Interest in accordance with Section 7.6. In the event of such a withdrawal, Exhibit A shall be amended to reflect the applicable change. Any intellectual property, business or financial records, or confidential information of the Company in the possession or control of the withdrawing Member must be returned to the Company, and the withdrawing Member agrees not to share such information with any Person who is not a Member or agent of the Company, in accordance with paragraph 11.19 of this Agreement.

5.4 Separation from Membership. Any Departing Member who separates from their membership, withdraws subject to the provisions of this Agreement. The Departing Member's Membership Interest may be conveyed in accordance with this Agreement. In the event of a separation, Exhibit "A" shall be amended to reflect the applicable change. A separation of membership may occur by those items reflected in this Agreement.

5.5 Competing Activities. The Members and their officers, directors, shareholders, partners, managers, agents, employees and Affiliates are strictly prohibited from participating in other business activities which may be in competition, direct or indirect, with those activities of the Company.

5.6 Compensation of Members. No Member or Affiliate shall be entitled to compensation for services rendered to the Company, absent agreement by a vote of a Majority Interest of the Members. However, Members and Affiliates shall be entitled to reimbursement for the actual cost of goods and services provided to the Company, including, without limitation, reimbursement for any professional services.

5.7 Transactions with the Company. The consent of a Majority of the Members may permit a Member to lend money to and transact business with the Company, subject to any

limitations contained in this Agreement or in the Act. To the extent permitted by applicable laws, such a Member shall be treated like any other Person with respect to transactions with the Company.

5.8 Members Are Not Agents. Each of the Members expressly relinquishes any rights he or she might otherwise have to act solely on behalf of the Company, to incur liability on behalf of the Company or to bind the Company in any way. Unless authorized by the Act, this Agreement, or by a vote of a Majority Interest of the Members, no single Member shall act as an agent of the Company.

5.9 Meetings and Voting of Members.

(a) There may be meetings of the Members every calendar quarter. Any group of Members constituting a Majority Interest, may call a meeting of the Members at any time. Such meeting shall be held at a place to be agreed upon by the Members or, if no agreement can be reached, at the Company's principal place of business. The meeting shall be held during normal business hours upon reasonable prior notice to all Members.

(b) The Members attending the meeting shall appoint an individual to preside at the meeting and another person to act as secretary. The secretary shall prepare minutes of the events transpiring at the meeting, which shall be maintained by the Company along with the books and records indicated in Section 8.1 at the Company's principal place of business.

(c) If any action on the part of the Members is to be proposed at the Meeting, then written notice of the meeting must be provided to each Member entitled to vote not less than ten (10) days or more than fifty (50) days prior to the meeting. Notice may be given in person, by U.S. Mail, or other written communication, charges prepaid, and if mailed, addressed to each Member at the address listed for that Member in Exhibit A or elsewhere in the Company's records. Notice shall be deemed complete upon personal delivery or when deposited in the U.S. Mail. The notice shall contain the date, time, and place of the meeting and a statement of the general nature of the business to be transacted there. Matters not contained in the notice may not be addressed at the meeting.

(d) By attending a meeting or submitting a proxy directive, a Member or his or her proxy waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Member objects to the holding of the meeting or the transacting of business at the meeting.

(e) All of the Members entitled to vote shall constitute a quorum at the meeting. Except where prohibited by the Act, all decisions of the Company by its Members shall be made by a vote of a Majority Interest of the Members unless otherwise specified in this Agreement. Also, any action herein to be taken or determination to be made by the Members, shall be by a vote of a Majority Interest of the Members.

(f) **Super Majority Vote Required.** A vote of a Super Majority Interest of the Members shall be required to add or otherwise modify membership in the Company or to sell the Company to any non-Member.

5.10 Voting Rights. All matters requiring the vote, approval, or consent of the Members shall be authorized upon a vote of either a Majority Interest of the Members or a Super Majority Interest of the Members, as set forth in Sections 5.9(e) and (f), respectively, with each Member listed on Exhibit A, or his or her proxy, being entitled to vote in proportion to his or her Membership Interest.

5.11 Member's Personal Debts. In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall promptly pay all debts owing by him or her and shall indemnify the Company from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

5.12 Alienation of Membership Interest. No Member shall, except as provided in Article VII, sell, assign, mortgage, or otherwise encumber his or her Membership Interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested with him or her in the Company; or do any act detrimental to the best interests of the Company.

5.13 Limitations on Member's Liability. No Person who is a Member shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member of the Company. No Member of this Company shall have any personal liability for monetary damages to the Company or its Members for breach of his fiduciary duty as a Member, except that this provision shall not eliminate or limit the personal liability of a Member to the Company or its Members for monetary damages for: (i) any breach of the director's duty of loyalty to the Company or its Members; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) voting for or assenting to a distribution in violation of law or the Articles, as amended, if it is established that the Member did not perform his duties in compliance with law, provided that the personal liability of a Member in this circumstance shall be limited to the amount of the distribution which exceeds what could have been distributed without violation of law or the Articles; or (iv) any transaction from which the Member directly or indirectly derives an improper personal benefit. Nothing contained herein will be construed to deprive any Member of his right to all defenses ordinarily available to a Member nor will anything herein be construed to deprive any Member of any right he may have for contribution from any other Member or other person.

5.14 Deadlock. If applicable, the event the Members cannot reach a "Majority of the Members" with respect to any decision to be decided by the Members, a deadlock is deemed to have occurred and the following resolution process(es) shall be initiated:

(e) Non-binding mediation shall be undertaken as provided for in Section 11.10 of this Agreement. If the mediation is unsuccessful, then, in the case of a continued deadlock:

(b) The Company's accountant shall select one arbitrator who is a certified public accountant with knowledge of the company's general industry operations. In the event the parties do not agree on such selection, they may apply to the appropriate state court in for

appointment of such an arbitrator. The arbitrator shall be entitled to reasonable compensation for the time spent. An arbitration hearing before the arbitrator selected shall be held not more than twenty (20) days after notice of intent to arbitrate is given from one party to the other. The arbitrator shall issue a ruling at the time of the arbitration hearing. The parties agree to be bound by such ruling and such ruling may be made a judgment. To the extent necessary to resolve issues or to supplement the procedures set forth above in this subparagraph, the provisions of the Delaware Uniform Arbitration Act, Title 10, Chapter 57, Delaware Code shall apply. The intention of this arbitration provision is to provide quick and inexpensive resolution of disputes arising under this Agreement. Due to the frequent urgency to resolve such issues, the parties acknowledge that time is of the essence in arbitrating disputes as provided herein.

ARTICLE VI ALLOCATION OF PROFIT AND LOSS

6.1 Compliance with the Code and Regulations. The Company intends to comply with the Code and all applicable Regulations, including without limitation the minimum gain charge back requirements, and intends that the provisions of this Article be interpreted consistently with that intent.

6.2 Net Profits. Except as specifically provided elsewhere in this Agreement, Distributions of Net Profit shall be made to Members as follows: i) sixty percent (60%) of the Net Profits shall be distributed to the Members in proportion to their Membership Interest in the Company, and ii) the remaining forty percent (40%) of Net Profits shall be distributed at an annual meeting of the Members whereby all of the Members shall vote on the performance of each Member and the contributions each Member has made to the Company in the year the Net Profits were earned and the Members shall distribute this portion of Net Profits based on the Members' contributions and performance. In so far as practicable, the Company shall make actual distributions of cash and property in an amount equal to deemed distributions, so that Members shall not be in the position of being taxed on phantom income.

6.3 Net Losses. Except as specifically provided elsewhere in this Agreement, Net Losses shall be allocated to the Members in proportion to their Membership Interest in the Company. However, the foregoing will not apply to the extent that it would result in a Negative Capital Account balance for any Member equal to the Company Minimum Gain which would be realized by that Member in the event of a foreclosure of the Company's assets. Any Net Loss which is not allocated in accordance with the foregoing provision shall be allocated to other Members who are unaffected by that provision. When subsequent allocations of profit and loss are calculated, the losses reallocated pursuant to this provision shall be taken into account such that the net amount of the allocation shall be as close as possible to that which would have been allocated to each Member if the reallocation pursuant to this section had not taken place.

6.4 Regulatory Allocations. Notwithstanding the provisions of Section 6.3, the following applies:

(a) Should there be a net decrease in Company Minimum Gain in any taxable year, the Members shall specially allocate to each Member items of income and gain for that year (and, if necessary, for subsequent years) as required by the Regulations governing “minimum gain charge back” requirements, section 1.704-2(f) (26 C.F.R. § 1.704-2(f)) prior to making any other allocations.

(b) Should there be a net decrease in Company Minimum Gain based on a Member Non-recourse Debt in any taxable year, the Members shall first determine the extent of each Member’s share of the Company Minimum Gain attributable to Member Nonrecourse Debt in accordance with Regulations section 1.704-2(i)(5) (26 C.F.R. § 1.704-2(i)(5)). The Members shall then specially allocate items of income and gain for that year (and, if necessary, for subsequent years) in accordance with Regulations section 1.704-2(i)(4) (26 C.F.R. § 1.704- 2(i)(4)) to each Member who has a share of the Company Non-recourse Debt Minimum Gain.

(c) By a vote of a Majority Interest of the Members, such Members shall allocate non-recourse deductions for any taxable year to each Member in proportion to his or her Membership Interest.

(d) By a vote of a Majority Interest of the Members, such Members shall allocate Member Non-recourse Deductions for any taxable year to the Member who bears the risk of loss with respect to the non-recourse debt to which the Member Non-recourse Deduction is attributable, as provided in Regulations section 1.704- 2(i) (26 C.F.R. § 1.704-2(i)).

(e) If a Member unexpectedly receives any allocation of loss or deduction, or item thereof, or distributions which result in the Member’s having a Negative Capital Account balance at the end of the taxable year greater than the Member’s share of Company Minimum Gain, the Company shall specially allocate items of income and gain to that Member in a manner designed to eliminate the excess Negative Capital Account balance as rapidly as possible. Any allocations made in accordance with this provision shall be taken into consideration in determining subsequent allocations under this Article VI, so that, to the extent possible, the total amount allocated in this and subsequent allocations equals that which would have been allocated had there been no unexpected adjustments, allocations, and distributions and no allocation pursuant to this Section 6.4(e).

(f) In accordance with section 704(c) of the Code (26 U.S.C.A. § 704(c)) and the Regulations promulgated pursuant thereto, and notwithstanding any other provision in this Article, income, gain, loss, and deductions with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among Members taking into account any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value on the date of contribution. Allocations pursuant to this subsection are made solely for federal, state, and local taxes and shall not be taken into consideration in determining a Member’s Capital Account or share of Net Profits or Net Losses or any other items subject to Distribution under this Agreement.

6.5 Distributions. The Company shall not make distributions unless as otherwise directed by the vote of the Majority Interest of Members in their sole discretion and based

upon the operations of the Company. Each Member acknowledges the primary component of its Membership Interest is the speculative nature of its right to receive a return on their Capital Contribution in future years as referenced at Section 1.27, and as otherwise provided for and referenced within this Agreement.

6.6 Limitations on Distributions.

(a) The Members shall not make any Distribution if, after giving effect to the Distribution:

(i) The Company would not be able to pay its debts as they become due in the usual course of business; or

(ii) The Company's total assets would be less than the sum of its total liabilities plus, unless this Agreement provides otherwise, the amount that would be needed, if the Company were to be dissolved at the time of Distribution, to satisfy the preferential rights of other Members upon dissolution that are superior to the rights of the Member receiving the Distribution.

(b) The Members may base a determination that a Distribution is not prohibited under this section on any of the following:

(i) Financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances;

(ii) A fair valuation; or

(iii) Any other method that is reasonable under the circumstances.

(c) Except as provided in the Act, the effect of a distribution under this section is measured as of the date the Distribution is authorized if the payment occurs within 120 days after the date of authorization, or the date payment is made if it occurs more than 120 days after the date of authorization.

6.7 Return of Distributions. Members shall return to the Company any distributions received which are in violation of this Agreement or the Act. Such distributions shall be returned to the account or accounts of the Company from which they were taken in order to make the distribution. If a distribution is made in compliance with the Act and this Agreement, a Member is under no obligation to return it to the Company or to pay the amount of the distribution for the account of the Company or to any creditor of the Company.

6.8 Distributions In Kind. A Member has no right to demand and receive any distribution from the Company in any form other than cash, unless as otherwise described in Exhibit B.

6.9 Members Bound by These Provisions. The Members understand and acknowledge the tax ramifications of the provisions of this Article of the Agreement and

agree to be bound by these provisions in reporting items of income and loss relating to the Company on their federal and state income tax returns.

ARTICLE VII TRANSFERS AND TERMINATIONS OF MEMBERSHIP INTERESTS

7.1 Transfer of Membership Interest. In the case of a transfer of a Membership Interest during any fiscal year of the Company (herein, a “Transfer”), the Assigning Member and Assignee shall each be allocated Profits or Losses based on the number of days each held the Membership Interest during that fiscal year and in accordance with Sections 6.2 and 6.3 hereof. If the Assigning Member and Assignee agree to a different proration and advise the Members of the agreed proration before the date of the Transfer, Profits or Losses during that fiscal year shall be allocated to the holder of the Membership Interest on the day such Transfer occurred. If an Assignee makes a subsequent Assignment, said Assignee shall be considered an “Assigning Member” with respect to the subsequent Assignee for purposes of the aforesaid allocations.

7.2 Restriction on Transferability of Membership Interests. A Member may not transfer, assign, encumber, or convey all or any part of his or her Membership Interest in the Company, except as provided herein. In entering into this Agreement, each of the Members acknowledges the reasonableness of this restriction, which is intended to further the purposes of the Company and the relationships between the Members.

7.3 Permitted Transfers. In order to be permitted, a Transfer or Assignment of all or any part of a Membership Interest must have the approval of a Super Majority Interest of the Members. Any such Transfer or Assignment to a permitted Transferee shall bind such permitted Transferee to the terms and provisions of this Agreement, and upon such request a duly authorized representative of the permitted Transferee shall acknowledge in writing his/her/its consent to abide by all terms and provisions of this Agreement. This Section 7.3 shall not apply to Membership Interests devised or distributed intestate, at the time of, and subsequent to, the death of the Member. In addition, the following conditions must be met:

- (a) The Assignee must provide a written agreement, satisfactory to the Members, to be bound by all of the provisions of this Agreement;
- (b) The Assignee must provide the Company with his or her taxpayer identification number and initial tax basis in the transferred interest, or in the case of an entity, it’s corresponding EIN;
- (c) The Assignee must pay the reasonable expenses incurred in connection with his or her admission as a Member;
- (d) The Transfer must be in compliance with all federal and state securities laws;
- (e) The Transfer must be in compliance with all applicable Delaware marijuana laws;
- (f) The Transfer must not result in the termination of the Company pursuant to Code section 708 (26 U.S.C.A. § 708);

(g) The Transfer must not render the Company subject to the Investment Company Act of 1940, as amended (15 U.S.C.A. §§ 80a-1); and

(h) The Assigning Member must comply with the provisions of Article VII of this Agreement.

7.4 Company's Right to Purchase Transferor's Interest. (a) Any Member who wishes to Transfer all or any part of his or her interest in the Company shall immediately provide the Company with written notice of his or her intention. The notice shall fully describe the nature of the interest to be transferred. Thereafter, the Company, or its nominee, shall have the first option to purchase the Assigning Member's Membership Interest as a Reserve Interest at a price equal to the amount that the Assigning Member would receive if the Company were liquidated as of the date of the proposed Transfer and an amount equal to the book value (based on the Company's most recent audited financial statements) or agreed value or appraised value of the Company as available for distribution to the Members, in accordance with this Agreement. The Members stipulate and agree to the following mechanism for purposes of determining the value of an Assigning Member's Membership Interest, in the event of any disagreement as to the value of the offered or purchased interest: first, the parties may agree as to the book value of the Assigning Member's Membership Interest; second, the Assigning Member and the Company may agree as to an appraised or stipulated value for the Assigning Member's Membership Interest; and third, each party shall be entitled to obtain an appraisal of their respective Membership Interest, and the two respective appraisers shall be obligated to stipulate to the designation of an independent third party appraiser, or umpire, whose decision as to the value of the Membership Interest shall be binding upon the Company and its Members.

(b) The option provided to the Company shall be irrevocable and shall remain open for thirty (30) days from the date that notice is given, except that if notice of intent to transfer is given by regular mail, the option shall remain open for thirty-five (35) days from the date that notice is given to the Company. At any time while the option remains open, the Company (or its nominee) may elect to exercise the option and purchase the Assigning Member's Membership Interest in the Company. The Assigning Member shall not vote on the question of whether the Company should exercise its option. If the Company chooses to exercise its option to purchase the Assigning Member's Membership Interest, it shall provide written notice to the Assigning Member within the option period. The notice shall specify a closing date for the purchase, which shall occur within thirty (30) days of the expiration of the option period. On the closing date, the Assigning Member shall be paid in cash the purchase price and shall deliver an instrument of title, free of any encumbrances and containing warranties of title, conveying his or her Membership Interest in the Company; however, the Company may have the option to make installment payments to purchase the Membership Interest over a 12-month period. If the Company declines to exercise its option to purchase the Assigning Member's Membership Interest, the Assigning Member may then Transfer his or her interest in accordance with Article VII. Any Transfer not in compliance with the provisions of Article VII shall be null and void and have no force or effect.

(c) Where a value of any Membership Interest is determined in this Section 7.4, regardless of the reason for the sale, transfer, or assignment of the Membership Interest as

described in this Article VII, said value shall be reduced as follows: a) in the first year the Membership Interest is owned the reduction shall be sixty percent (60%); in the second year the Membership Interest is owned the reduction shall be fifty percent (50%); in the third year the Membership Interest is owned the reduction shall be forty percent (40%); and in the fourth year the Membership Interest is owned the reduction shall be thirty percent (30%). There shall be no reduction in value if the Membership Interest is sold, transferred, or assigned in the fifth (5th) and succeeding years. **In entering into this Agreement, each of the Members acknowledges the reasonableness of this restriction and withdrawing liquidating damage, which is based on the opportunity upon a Member's entry to and admission in the Company, for its speculative investment purposes, and is not a penalty nor punitive in nature. EACH MEMBER ACKNOWLEDGES THAT THEIR CAPITAL CONTRIBUTION MAY BE LOST DUE TO THE SPECULATIVE NATURE OF ITS INVESTMENT AND IS ADVISED TO ONLY MAKE A CAPITAL CONTRIBUTION IN THE COMPANY IF THE MEMBER IS AN ACCREDITED INVESTOR, AND WITH THE ABILITY TO LOSE ITS ENTIRE INVESTMENT, WITHOUT ANY FINANCIAL DETRIMENT IF SO OCCURRING.**

7.5 Occurrence of Dissolution Event. Upon the death, withdrawal, resignation or retirement of a Member (a Dissolution Event), the Company shall be dissolved, unless the Remaining Members elect by a vote of a Majority of the Remaining Members within ninety (90) days thereafter to continue the operation of the business. In the event that a Majority of the Remaining Members so agree, the Company and the Remaining Members shall have the right to purchase the Membership Interest of the Member whose actions caused the occurrence of the Dissolution Event. The Membership Interest shall be sold in the manner described in Section 7.7.

7.6 Withdrawal from Membership. Notwithstanding Section 7.5, in the event that a Member withdraws in accordance with Section 5.3, and such withdrawal does not result in the dissolution of the Company, the Company and the Remaining Members shall have the right to purchase the Membership Interest of the withdrawing Member in the manner described in Sections 7.4 and 7.7. Subject to Section 11.16, the dissolution of marriage of any Member which results in a requirement of a Transfer of such Member's Membership Interest shall be deemed a withdrawal from Membership that gives rise to a right of the Company and its Remaining Members to purchase such Membership Interest, in accordance with Section 7.7. In the event a dissolution of marriage entitles any Member's spouse a Membership Interest in the Company, and such spouse is ever deemed a Member within the Company, for or by any reason, said spouse's Membership Interest shall not contain any voting rights, as contemplated herein and that exist for the Members as defined in Section 1 and identified on the attached Exhibit A.

7.7 Purchase of Interest of Departing Member. Subject to subsections (a) through (e) herein, the purchase price of a Departing Member's interest shall be determined in accordance with the following procedure: The Company, and next the Remaining Members, shall have the option but not the obligation to purchase the Departing Member's Membership Interest at a price equal to the fair market value of such interest, as discounted pursuant to the provisions herein. The Members stipulate and agree to the following mechanism for purposes of determining the fair market value of an interest of a Departing Member. In the

event of any disagreement as to the value of the offered or purchased interest the parties shall obtain a fair market value of the interest by the Company's tax counsel.

(a) Once a fair market value has been determined, the Company, and next each of Remaining Members, as the case may be, shall be entitled to purchase the Departing Member's interest, and in the case of a purchase by the Remaining Members, then such Remaining Members shall be entitled to purchase that portion of the Departing Member's Interest that corresponds to their vested percentage ownership of the Membership Interest of those Members electing to purchase a portion of the Departing Member's Membership Interest in the Company. For any Member obtaining a Membership Interest in the Company as of or subsequent to the effective date of this Agreement, the fair market value shall be adjusted in the manner set forth in Section 7.4(c).

In entering into this Agreement, each of the Members acknowledges the reasonableness of this restriction and withdrawing liquidating damage, which is based on the opportunity upon a Member's entry to and admission in the Company, for its speculative investment purposes, and is not a penalty nor punitive in nature. **EACH MEMBER ACKNOWLEDGES THAT THEIR CAPITAL CONTRIBUTION MAY BE LOST DUE TO THE SPECULATIVE NATURE OF ITS INVESTMENT AND IS ADVISED TO ONLY MAKE A CAPITAL CONTRIBUTION IN THE COMPANY IF THE MEMBER IS AN ACCREDITED INVESTOR, AND WITH THE ABILITY TO LOSE ITS ENTIRE INVESTMENT, WITHOUT ANY FINANCIAL DETRIMENT IF SO OCCURRING.**

(b) In the event the Company does not exercise its right to purchase a Departing Member's Membership Interest, then each Remaining Member desiring to purchase a share of the Departing Member's interest shall have thirty (30) days to provide written notice to the Company of their intention to do so. The failure to provide notice shall be deemed a rejection of the opportunity to purchase the Departing Member's Membership Interest.

(c) If any Member elects not to purchase all of the Departing Member's Membership Interest to which they may be entitled, the other Remaining Members may purchase that portion of the Departing Member's Membership Interest. Any interest that is not purchased by the Remaining Members may be purchased by the Company.

(d) The Members shall assign a closing date within sixty (60) days after an election to purchase is made. At that time, the Departing Member, or their successor or assigns, shall deliver to the Remaining Members an instrument of title, free of any encumbrances and containing warranties of title, duly conveying their interest in the Company and, in return, they shall be paid the purchase price for their Membership Interest in equal monthly installments amortized without interest over seven (7) years. The Departing Member and the Remaining Members shall perform all acts reasonably necessary to consummate the transaction in accordance with this Agreement.

In the event a Member's death causes a Member to become a Departing Member, then the Membership Interest of the Departing Member shall be purchased in accordance with Section 7.7 hereof and the proceeds of such purchase shall be transferred to the deceased Member's estate, and or designated beneficiary of said estate, as may be ordered by the probate court having jurisdiction over the deceased Member's estate. In no event shall the deceased Member's Membership Interest be transferred to any person or entity that would violate applicable Delaware marijuana laws. In the event a Member's death entitles a person or entity to a Membership Interest in the Company, and such person or entity is ever deemed a Member within the Company, for or by any reason, said person's or entity's Membership Interest shall not contain any voting rights, as contemplated herein and that exist for the Members as defined in Section 1 and identified on the attached Exhibit A.

7.8 No Release of Liability. Any Member or Departing Member whose Membership Interest in the Company is sold or maintained pursuant to Article VII is not relieved thereby of any liability he or she may owe the Company.

7.9 In no event shall a Member sell, transfer, or assign all or a portion of his or her Membership Interest to a non-Member without the consent of a Super Majority of the Members not including the Member who desires to so sell, transfer, or assign.

7.10 No Member shall be expelled from the Company or otherwise forced to sell, assign, or transfer all or a portion of his or her Membership Interest except as provided in Section 1.18.

ARTICLE VIII BOOKS, RECORDS, AND REPORTING

8.1 Books and Records. The Members or their designee shall maintain at the Company's principal place of business the following books and records:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order, together with the Capital Contribution, Capital Account, Membership Interest, and Voting Rights of each Member;

(b) A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or any amendments thereto were executed;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the three (3) most recent taxable years, as applicable;

(d) A copy of this Agreement and any amendments hereto, together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments hereto were executed;

(e) Any documents required by the Act to be maintained by the Company.

8.2 Accounting Methods. The books and records of the Company shall be maintained in accordance with the accounting methods utilized for federal income tax purposes.

8.3 Inspection Rights. Upon a request by a Member relating to a records inspection, the request must set forth the reason for the records inspection, and the purpose must be reasonably related to the *timing* of the distribution, sale, or merger of substantially all of the Company's assets. The Members acknowledge the purpose of their Membership Interest in the Company is primarily for the Members to receive a return on their Capital Contribution in future years, which return is speculative in nature. The request shall be in writing and shall be accompanied by a ten thousand dollar (\$10,000.00) bill of costs which, at the time of the signing of this Agreement, is considered a fair and reasonable expense for copies and retrieval of Company records by the Members, or their agents. The Company shall have sixty (60) days to respond to the request and shall provide applicable records, if any, within one hundred and eighty (180) days from receipt of the written request.

8.5 Bank Accounts. The Members shall maintain all of the funds of the Company in a bank account or accounts in the name of the Company or a registered trade name or registered "D/B/A" of the Company, at a depository institution or institutions to be determined by the Members. The Members shall not permit the funds of the Company to be commingled in any manner with the funds or accounts of any other Person. The Members shall have the powers enumerated in this Agreement with respect to endorsing, signing, and negotiating checks, drafts, or other evidence of indebtedness to the Company or obligating the Company to pay money to a third party.

8.6 Tax Matters Member (Tax Matters Partner). The Company designates Kevin Daly as Tax Matters Member ("Tax Matters Partner"), as defined in Code section 6231(a)(7) [26 U.S.C.A. § 6231(a)(7)] to represent the Company, at the Company's expense, in all examinations of the Company's affairs by taxing authorities and to expend Company monies to obtain necessary professional services in connection with such examinations, until such time as their successor is appointed. The Members may appoint a different Tax Matters Partner from time to time.

ARTICLE IX DISSOLUTION, LIQUIDATION, AND WINDING UP

9.1 Conditions Under Which Dissolution Shall Occur. The Company shall dissolve and its affairs shall be wound up upon the happening of the first to occur of the following:

- (a) At the time specified in the Articles;
- (b) Upon the happening of a Dissolution Event, and the failure of the Remaining Members to elect to continue, in accordance with Article VII of this Agreement;
- (c) Upon the vote of a Super Majority Interest of the Members to dissolve;
- (d) Upon the entry of a decree of judicial dissolution pursuant to the Act;

(e) Upon the happening of any event specified in the Articles as causing or requiring dissolution; or

(f) Upon the sale of all or substantially all of the Company's assets.

9.2 Winding Up and Dissolution. If the Company is dissolved, the Members shall wind up its affairs in accordance with the Delaware Code, including the selling of all of the Company's assets and the provision of written notification to all of the Company's creditors of the commencement of dissolution proceedings.

9.3 Order of Payment. After determining that all known debts and liabilities of the Company in the process of winding up have been paid or provided for, including, without limitation, debts and liabilities to Members who are creditors of the Company, the Members shall distribute the remaining assets among the Members in accordance with their Positive Capital Account balances, after taking into consideration the profit and loss allocations made pursuant to Section 6.4. Members shall not be required to restore Negative Capital Account Balances.

9.4 Members' Receipt of Payment. Except as otherwise provided in this Agreement or by the Act, the Members are entitled to payment of their Capital Account balances only from the Company and are not entitled to recover their Positive Capital Account balance or share of Net Profits from any individual Member except as otherwise provided in this Agreement.

9.5 Certificates to Be Filed. Upon the dissolution of the Company, the Members shall file such documents as are necessary with the State and Federal government in order to complete the dissolution of the Company.

ARTICLE X INDEMNIFICATION

10.1 Indemnification of Agents. The Company shall indemnify any Member or officer and may indemnify any Person to the fullest extent permitted by law on the date such indemnification is requested for any judgments, settlements, penalties, fines, or expenses of any kind incurred as a result of that Person's performance in the capacity of Member, officer, employee, or agent of the Company, as long as the Member, or Person did not behave in violation of other applicable provisions of this Agreement.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Assurances. Each Member shall execute all documents and certificates and perform all acts deemed appropriate by the Members and the Company or required by this Agreement or the Act in connection with the formation and operation of the Company and the acquisition, holding, or operation of any property by the Company. **Each Member has had ample opportunity to consult with independent legal and tax counsel of their choosing prior to signing the Agreement herein and has been advised to do so.**

11.2 Complete Agreement. This Agreement, the Articles, and other related SEC exempt investor documents constitute the complete and exclusive statement of the agreement among the Members with respect to the matters discussed herein and therein and they supersede all prior written or oral statements among the Members, including any prior statement, warranty, or representation.

11.3 Section Headings. The section headings which appear throughout this Agreement are provided for convenience of reference only and are not intended to define or limit the scope of this Agreement or the intent or subject matter of its provisions.

11.4 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and each person entering into this Agreement acknowledges that this Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

11.5 Interpretation. All pronouns and common nouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the context may require. In the event that any claim is made by any Member relating to the drafting and interpretation of this Agreement, no presumption, inference, or burden of proof or persuasion shall be created or implied solely by virtue of the fact that this Agreement was drafted by or at the behest of a particular Member or his or her counsel.

11.6 Company Counsel. Company counsel may also be counsel to any Member or Affiliate of a Member.

11.7 Applicable Law. Each Member agrees that all disputes arising under or in connection with this Agreement and any transactions contemplated by this Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Delaware.

11.8 Jurisdiction and Venue. Each Member agrees to submit to the exclusive jurisdiction of the federal and state courts of the State of Delaware in any action arising out of a dispute under or in connection with this Agreement or any transaction contemplated by this Agreement. Each Member further agrees that personal jurisdiction may be exercised upon him or her by service of process by registered or certified mail addressed as provided in Exhibit A attached hereto, and that when service is so made, it shall be as if personal service was rendered within the State of Delaware.

11.9 Specific Performance. The Members acknowledge and agree that irreparable injury shall result from a breach of this Agreement and that money damages will not adequately compensate the injured party. Accordingly, in the event of a breach or a threatened breach of this Agreement, any party who may be injured shall be entitled, in addition to any other remedy which may be available, to injunctive relief to prevent or to correct the breach.

11.10 Dispute Resolution.

(a) Except as otherwise provided in this Agreement, any dispute arising out of this Agreement shall first be submitted to mediation. The third-party mediator shall be selected and agreed upon by the disputing parties within ten (10) days of the noticed dispute, and if one cannot be determined, then the mediator shall be selected by the Company's accountant within five (5) days thereafter. The mediation shall be scheduled to take place in the appropriate Delaware County, and all of the fees and costs of the arbitration shall be shared equally by the disputing parties. In the event mediation is unsuccessful, the dispute shall be submitted to arbitration for resolution consistent with Sections 4.14 and 5.14 of this Agreement. The arbitration shall be scheduled to take place in the appropriate Delaware County, within thirty (30) days from the date the arbitrator is selected, and all of the fees and costs of the arbitration shall be shared equally by the parties. Attorney fees may be awarded to the prevailing party at the discretion of the arbitrator, but the arbitrator shall have no power to alter or amend this Agreement or to award any relief inconsistent with the provisions herein or unavailable in a court of law.

(b) EACH MEMBER UNDERSTANDS THAT THIS AGREEMENT TO MEDIATE AND ARBITRATE ALL DISPUTES MEANS THE MEMBER IS AGREEING TO WAIVE TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY RIGHT THE MEMBER MAY HAVE TO ASK FOR PUNITIVE DAMAGES OR A JURY OR COURT TRIAL IN ANY DISPUTE WITH THE COMPANY OR OTHER MEMBERS.

(c) Attorneys' Fees and Costs. Subject to the other provisions of this Agreement, the Company's own attorneys' fees and costs in any mediation, arbitration or litigation under this section shall be funded as an Additional Capital Contribution. In addition to any relief, order or award that enters, as determined by an arbitrator or court, each Member found to be a losing party in any arbitration or litigation between or among the Company and any of the Members will be required to pay the reasonable attorneys' fees, expert witness fees, and costs of each Member determined prevailing party, and all such losing Members, jointly and severally, will also pay the arbitrator's or court's fees and expenses in any arbitration or litigation. The Company shall have no liability for any Member's attorneys' fees and costs under this Agreement. If the Company is determined to be a prevailing party, each Member determined to be a losing party shall pay the Company's attorneys' fee and costs award, and no Member's Membership Interest will be increased or decreased based on any losing Member's payment of an attorneys' fee and costs award for the Company under this Agreement.

(d) Continuing Rights and Obligations. The Members' and the Company's rights and obligations under this section will survive any Member's dissociation or the dissolution of the Company.

11.11 Remedies Cumulative. The remedies described in this Agreement are cumulative and shall not eliminate any other remedy to which a Person may be lawfully entitled.

11.12 Notices. Any notice or other writing to be served upon the Company or any Member thereof in connection with this Agreement shall be in writing and shall be deemed completed when e-mailed, faxed, or otherwise delivered to the address specified in Exhibit A, if to a Member, and to the Registered Agent, if to the Company. Any Member shall have

the right to change the address at which notices shall be served upon ten (10) days' written notice to the Company and the other Members.

11.13 Amendments. Any amendments, modifications, or alterations to this Agreement or the Articles must be in writing and signed by all Members.

11.14 Severability. Each provision of this Agreement is severable from the other provisions. If, for any reason, any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision shall have no effect on the remaining provisions of the Agreement that continue in full force and effect.

11.15 Counterparts and Facsimile Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

11.16 Spousal Consent. The Members may require a married Member to have his or her spouse execute a consent to this Agreement, and that such execution shall be for the sole purpose of acknowledging such spouse's consent and approval of this Agreement, as aforesaid, and nothing contained in this Section 11.16 shall be deemed to have constituted any such spouse a Member of the Company.

11.17 Wills. Each Member agrees to insert in his or her will or to execute a codicil thereto directing and authorizing his or her personal representative(s) to fulfill and comply with the provisions hereof and to sell and Transfer or maintain his or her percentage of Membership Interest and membership rights in accordance herewith.

11.18 Insurance. The Company shall have the right to make application for, take out, and maintain in effect such policies of life insurance on the lives of any or all of the Members, whenever and in such amounts as the Members shall determine. Each Member shall exert his or her best efforts and fully assist and cooperate with the Company in obtaining any such policies of life insurance. Such insurance is contemplated to be purchased under a separate buy-sell agreement that may otherwise amend and supersede the Transfer and buy-out provisions of a Member upon his or her death.

11.19 Confidentiality. The details of this Agreement and, specifically, the identification of Members, terms of Capital Contributions, Distributions of Profits, methods and practices of the Company, and trade secrets shall be deemed to be confidential, shall not be discussed with anyone or released to the public or professional media, **AND NEITHER THE MEMBERS NOR THE AGREEMENT, OR ANY ASPECT OF THE COMPANY WITH ANY REPRESENTATIVE OF THE MEDIA OR ANY OTHER PERSON,** without the approval of the Members. The Company may disclose any or all portions of this Agreement a regulatory authority or court to whom disclosure is required by law, regulation or valid order or subpoena.

11.20 Waiver of Action for Partition. Each Member irrevocably waives any right that it may have to maintain any action for partition with respect to the property of the Company; provided, however, that this provision shall not apply to any asset that is distributed in kind

to any Member, if so arising, and subject to the provisions contained herein and as described in any Exhibit B attached hereto.

11.21 Investment Representations. Each Member represents and warrants to the Company that:

(a) It is acquiring its Membership Interest for investment purposes only and does not intend to resell or subdivide such interest.

(b) It acknowledges that the Membership Interests are being offered and sold under exemptions from registration under the Securities Act and exemptions from qualification under the securities laws of the State of Delaware, for transactions not involving any public offering, and that in connection with the perfection of such exemptions, the Company is relying on the representations and warranties of each Member included herein, as well as the representations and warranties of each Member in any separate SEC exempt investor documents to be provided by the Company, including but not limited to the following:

(i) It has the financial ability to bear the economic risk of its investment in the Company (including its possible loss), has adequate means of providing for its current needs and personal contingencies, and has no need for liquidity with respect to its investment in the Company; and

(ii) It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company and has obtained, in its judgment, sufficient information to evaluate the merits and risks of an investment in the Company.

(c) It understands that neither any Membership Interest has been registered under the Securities Act of 1933 or qualified under the securities laws of the State of Delaware, and therefore cannot be transferred, resold, pledged, hypothecated, assigned or otherwise disposed of unless it is subsequently registered or qualified under the Securities Act of 1933 and under applicable state securities laws, or an exemption from registration and/or qualification is available. It will not sell or otherwise transfer any Membership Interest without registration under the Securities Act of 1933 or under an exemption therefrom, and understands and agrees that the Company is not obligated to register or qualify any Membership Interest on its behalf or to assist it in complying with any exemption from such registration or qualification. It further understands and agrees that sales or Transfers of any Membership Interest are further restricted by other provisions of this Agreement and Delaware law.

11.22 Other Representations and Warranties. As of the date the Member becomes a Member, each Member represents and warrants that:

(a) **Valid Obligation.** This Agreement constitutes the legal, valid and binding obligation of the Member.

(b) No Conflict with Restrictions; No Default. Neither the execution, delivery and performance of this Agreement, nor the consummation by the Member of the transactions contemplated hereby:

(i) shall conflict with, violate or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, writ, injunction, decree, determination or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, applicable to the Member or any of its Affiliates;

(ii) shall conflict with, violate, result in a breach of or constitute a default under any of the terms, conditions or provisions of the articles of organization, bylaws, partnership agreement or operating agreement (if any) of the Member or any of its Affiliates or of any material agreement or instrument to which the Member or any of its Affiliates is a party or by which the Member, or any of its Affiliates is or may be bound or to which any of its material properties or assets is subject;

(iii) shall conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights, or require any consent, authorization, or approval under any indenture, mortgage, lease agreement, or instrument to which the Member or any of its Affiliates is a party or by which the Member or any of its Affiliates is or may be bound; or

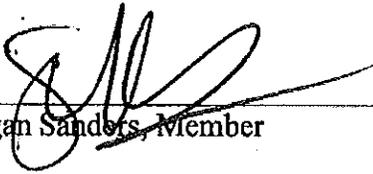
(iv) shall result in the creation or imposition of any lien upon any of the material properties or assets of the Member or any of its Affiliates.

11.23 Investment Company Act; Public Utility Holding Company Act. Neither the Member nor any of its Affiliates is, nor shall the Company as a result of the Member holding a Membership Interest be, an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940. Neither the Member nor any of its Affiliates is, nor shall the Company as a result of the Member holding a Membership Interest be, a "holding company," "an affiliate of a holding company," or a "subsidiary of a holding company," as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935.

11.24 Further Assurances. The Members and the Company agree that they and each of them will take whatever action or actions as are deemed by counsel to the Company to be reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Agreement, and to that end, the Members and the Company agree that they will execute, acknowledge, seal, and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement or any of the provisions hereof, or to carry out the intent of this Agreement or any of the provisions hereof.

11.25 Exhibits. All Exhibits described or otherwise referred to herein and attached hereto are hereby incorporated into this Agreement by reference.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day first written above.

By: 
Megan Sanders, Member

By: 
Kevin Daly, Member

EXHIBIT A

**MEMBERS' MEMBERSHIP INTERESTS IN MERISTEM PARTNERS, LLC, AS OF
May 20, 2015**

MEMBER NAMES	MEMBERSHIP INTEREST
Kevin Daly	[REDACTED] %
Megan Sanders	[REDACTED] %
Patrick Pericak	[REDACTED] %
Erik Williams	[REDACTED] %
Charles Feldmann	[REDACTED] %
Jeff White	[REDACTED] %
Mark Frechette	[REDACTED] %
Tom Regan	[REDACTED] %
TOTAL	<u>100.000%</u>

Questions 75-76

Supporting statement and documents
not required

Identification of All Real Property, Buildings, and Facilities to be used in Mindful Medical New York's Manufacturing and Dispensing Activities:

MiNDFUL MEDiCAL Manufacturing Center

Tax Lot Number: 165.00-1-4, 180.00-1-1, 164.00-1-28

Mailing Address: 4337 Lebanon Road, Eaton NY 13334

Description: Mindful Medical New York LLC has secured a 20 acre parcel of land in Madison County, NY to be used as the site for the manufacturing facility. Mindful Medical has entered into a lease agreement with the property owner, Pinnacle Farm Holdings, LLC, a New York company based in Brooklyn. The mailing address on the property is in Eaton, NY but the property borders are located in the district of Georgetown. The owner has affirmed that there are no liens or encumbrances on the property.

The 20 acre parcel consists of green farmland with access to three wells that will supply the facility with more than adequate high quality water for the manufacturing operations. Situated in a wind corridor with many turbines, it allows for maximum use of sustainable wind and solar power, making it well suited for efficient manufacturing of medical marijuana. The owner has confirmed that there is no environmental pollution on the property. Broadband internet is available at the property through Frontier Communications.

Located in the geographic center of NYS, Madison County sits near the crossroads of the NYS Thruway and Interstate 81. The County is a rich agricultural and dairy farming area and the property's current zoning allows Mindful Medical operations as a permitted use.

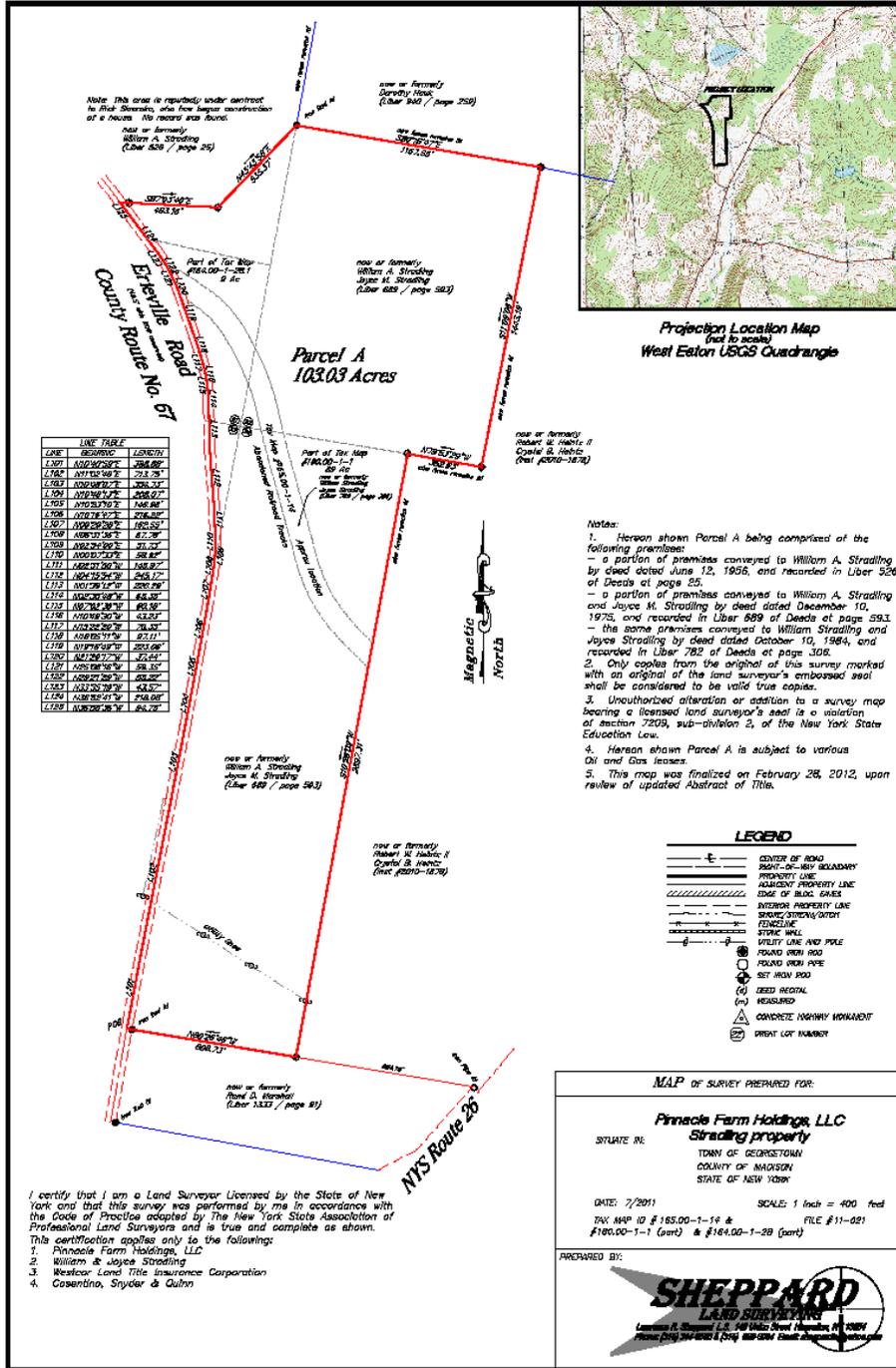
Mindful Medical's construction plans include two phases. Mindful will first build a 5,000 square foot facility so that growing can begin immediately upon Department approval. This will be followed by the construction of the 1 acre greenhouse and subsequently a 30,000 square foot manufacturing facility. The large property offers Mindful Medical New York the option for future expansion as needed by the NYS DOH.

Madison County building and zoning departments have given their full approval to this project and the Town Board, Planning Board, and Industrial Development Agency have confirmed their support in writing. With the property secured, and engineers, plans, and local support in place, Mindful Medical is positioned to begin operations expeditiously upon NYS DOH registration approval.

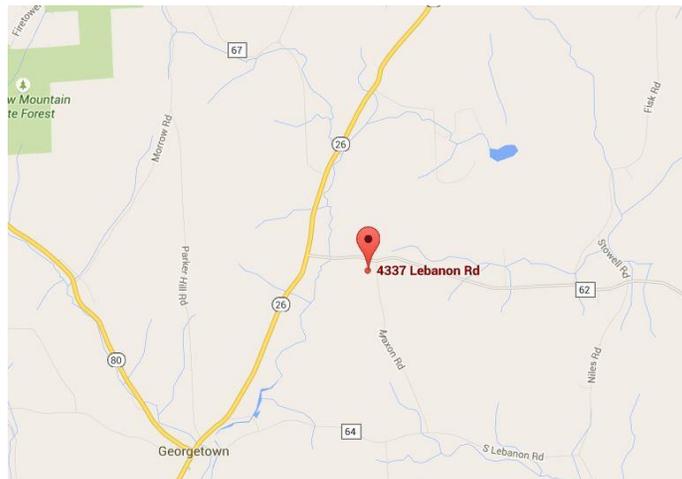
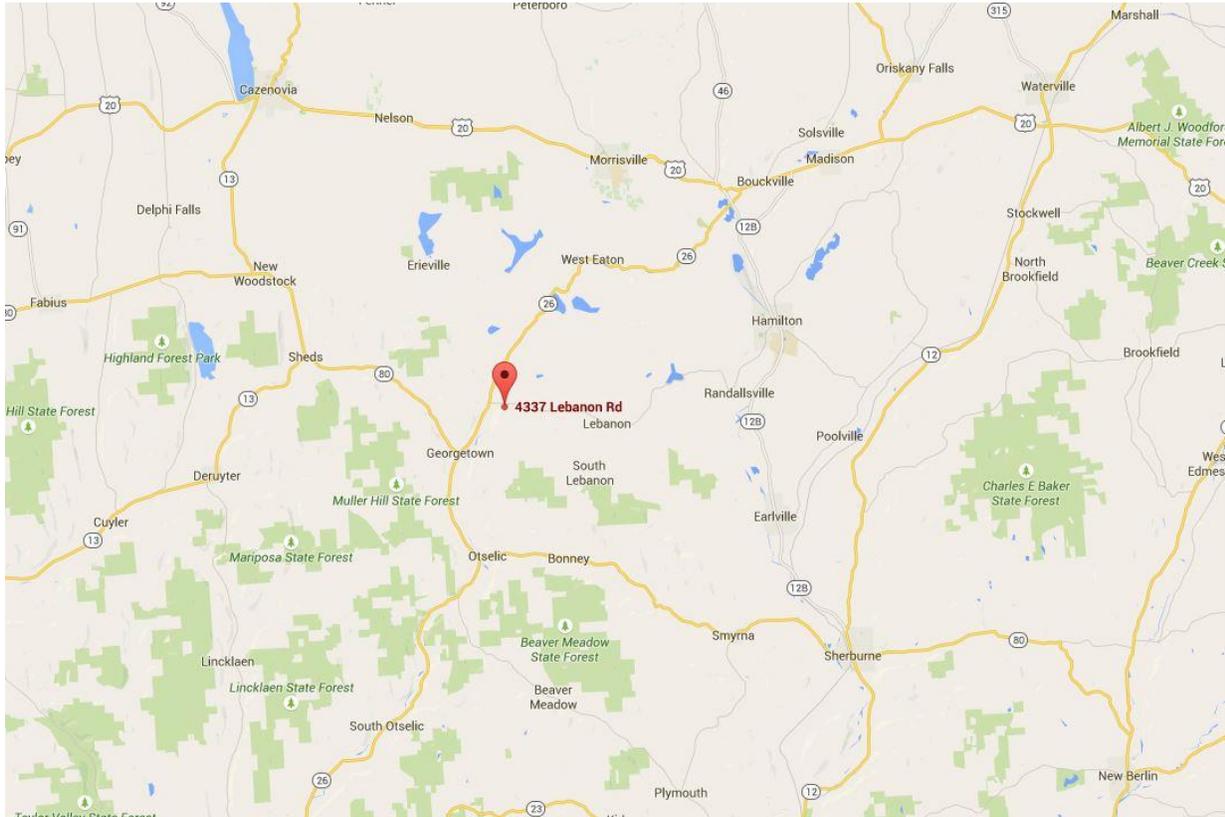
Photograph of the Property



Surveyor Map:



Street Map:



MINDFUL MEDICAL DISPENSING FACILITY #1

Address: 315 Court Street, Binghamton, New York, 13902

Tax Lot Number: 160.28-1-8

Description: Mindful Medical, LLC has signed a lease agreement with the current owners of this facility, Northeastern Plate Glass Corporation. The facility is a 10,000 square foot, one story building, with an approximately 17 feet high ceiling. There is central, natural gas heat with an oversized electric panel. Built in 1977, it is well maintained and the front is newly renovated. The lease includes a parking lot, sidewalks, and a fenced storage area. The .60 acre lot (124 x 233) on which the building is located is zoned for commercial use. Time Warner Cable offers internet service in this area (see Attachment K).

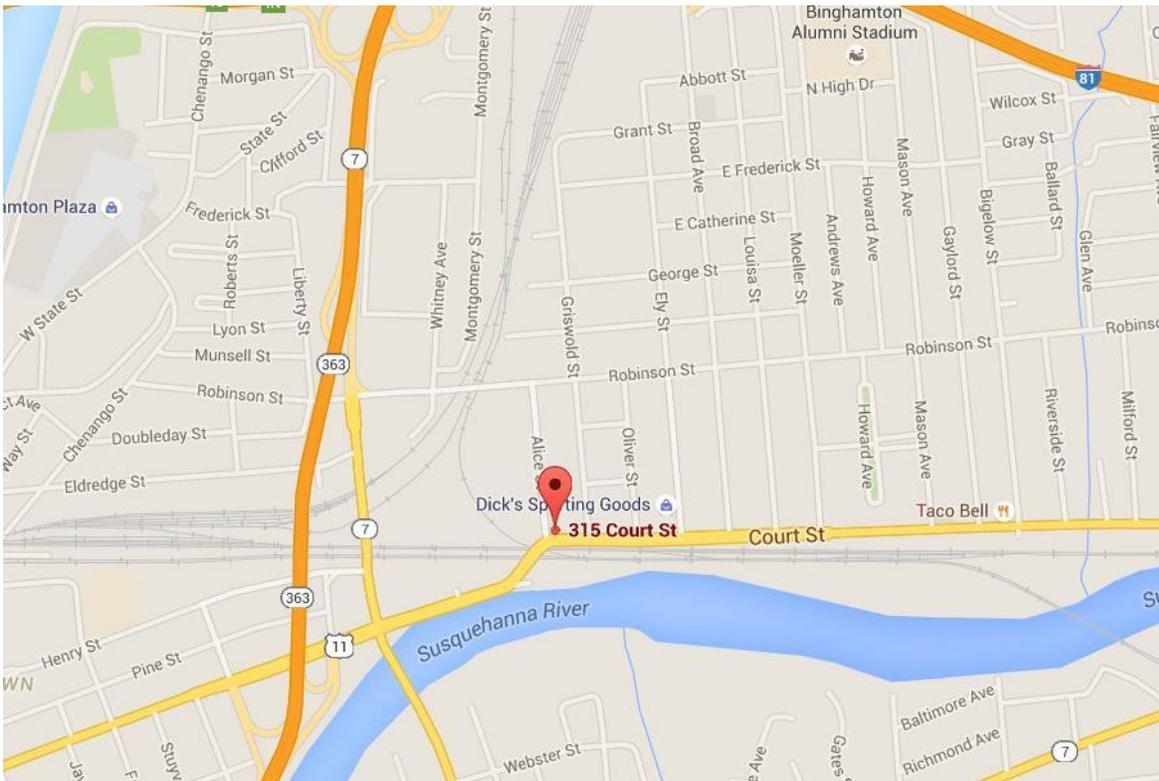
Situated in the industrial section of Broome County, New York the facility is in compliance with the 1,000 feet distance requirement mandated by Part 1004 of Title 10 (Health). It is located on the corner of Upper Front Street and Alice Street and is easily accessible to all major highways i.e., I-81, I-86, I-88, RTE 17, RTE 11.

Mindful Medical New York will renovate the facility to meet all applicable rules and regulations and anticipates a 120 day renovation period.

Front of Building



Street Map:



MINDFUL MEDICAL DISPENSING FACILITY #3

Address: 392 Pearl Street, Buffalo, NY 14202

Tax Lot Number: 111.38-9-4

Mindful Medical NY has secured a retail office space within an existing retail district, located at 392 Pearl Street, Buffalo, NY 14202. (The Zoning Department also identifies this property as 388 Pearl Street.) Buffalo is the seat of Erie County, home to a population of over 900,000 residents.

The property is a four story multi-tenant commercial office and retail facility, with the proposed dispensary on the first floor, known as Suite 101. The four story, Class A Office Building boasts a renovated atrium, with a comfortable and pleasing entranceway. The retail space is 3,271 square feet, with a maximum occupancy of 54 people. The facility features a state of the art HVAC system and LED office and common area lights. Water supply is provided through the Municipal Water Service. Mindful Medical has signed a lease agreement on this property with Chapin 392 Pearl, LLC - the current landlord.

Mindful Medical has received zoning approval for this project; the property is situated within the "DO" Downtown Opportunity District, according to the zoning codes of the City of Buffalo. The use of this property as first floor retail with offices is permitted in the district.

A public parking lot is situated next to the dispensary. Parking rates are \$2.00 an hour; the Applicant will compensate for patient's parking for one hour. The property is in walking distance to public transportation, with the subway located one block east.

The property complies fully with all of the mandatory criteria dictated by the Department. A review of the immediate neighborhood indicates that there are no schools, churches, synagogues or other places of worship within one thousand feet of the facility. Internet access is available to the facility through Verizon (see Attachment K).

Front of Building



MINDFUL MEDICAL DISPENSING FACILITY #3

Address: 60 Fullerton Avenue, Yonkers, NY 10704

Tax Lot Number: Block & Lot: 5.-5057-50

Description: This facility is owned by Hampshire Management Company. Mindful has signed a lease agreement with the Company, securing 8500 square feet of this commercial facility for medical marijuana dispensing upon registration. The structure is of warehouse design and zoned for industrial use. The property has a large parking lot. Situated in Westchester County, the facility is located on Fullerton Avenue off of Midland Avenue, an east/west street which traverses through East Yonkers. The property is just west of the New York State Thruway and just north of the Cross County Parkway providing excellent access by road. It is near public transportation, approximately a mile from the Fleetwood Station on the Metro North Harlem Line. The facility is in full compliance with the 1,000 feet distance requirement mandated by Part 1004 of Title 10 (Health). Mindful Medical New York will renovate the facility to meet all applicable rules and regulations and anticipates a 120 day renovation period. Verizon FIOS Internet service is readily available in the area as documented in Attachment K.

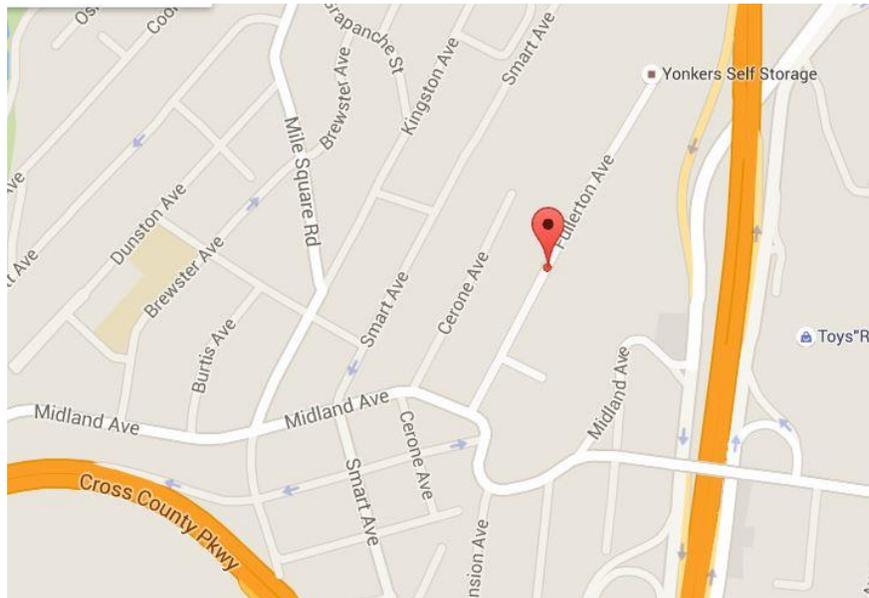
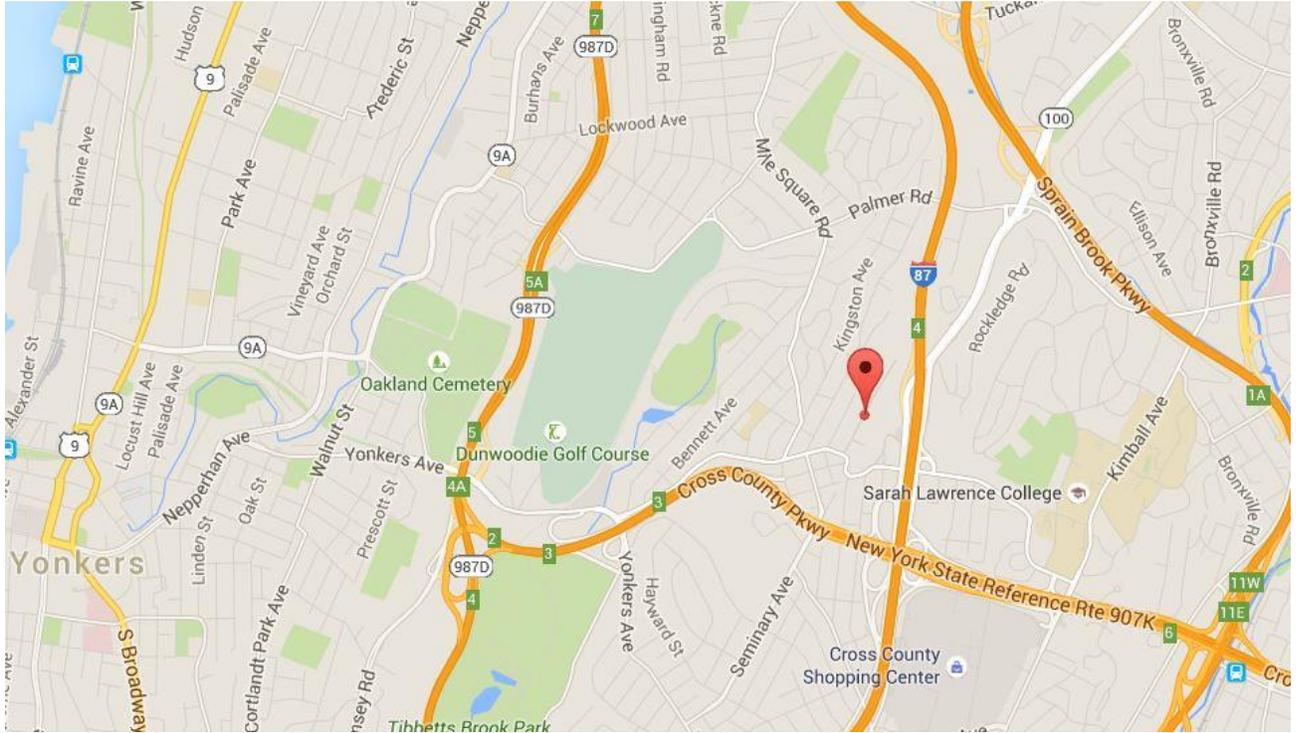
Front View of Building



Side of Building



Street Map:



MINDFUL MEDICAL DISPENSING FACILITY #4

Address: 800 Third Avenue, Brooklyn, New York, 11232

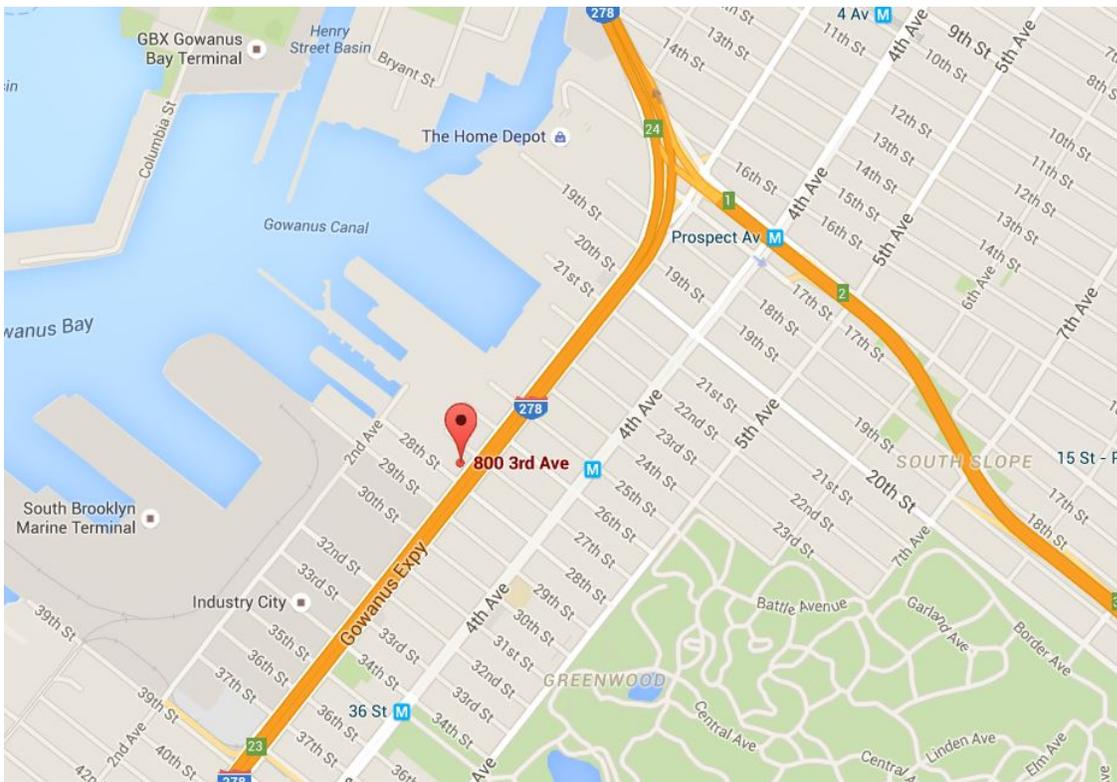
Tax Lot Number: Block: 00659 Lot: 0071

Description: This facility is a 12,000 square foot warehouse located in Sunset Park, Brooklyn in Kings County, New York. It is situated on 3rd Avenue between 27th and 28th street in Bush Terminal/Industry City, a historic shipping, warehouse, and manufacturing area in western Brooklyn. The location sits below the elevated Gowanus Expressway on an arterial road, ensuring excellent access for patients. It is 3 blocks away from the R train station. In this industrial/retail setting, the facility is in full compliance with the 1,000 feet distance requirement mandated by Part 1004 of Title 10 (Health). Mindful Medical has entered into a lease agreement with the current owners of the facility, Sheva Realty Corp. The building is one story tall, with high ceilings and is zoned for industrial use. A free city parking lot is located right in front of the building. DSL internet can be provided at this building by Verizon (see Attachment K)

Front of Building



Street Map:



Mindful Medical New York Equipment List

MANUFACTURING/CULTIVATION	
Item	6 Computers
Description	Securely networked internally, within a unified system for the Approved Organization, securely connected to the Internet.
Purpose	Documentation; data processing; communication with DOH, corporate offices and dispensary sites.
Special Considerations	Every aspect of the operation will be documented. Records will be backed up nightly, with full firewalls in place as per the Cybersecurity section in the attached Security Plan.

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

Item	Submersible Pump
Description	Hand pump and water wand.
Purpose	Watering of marijuana plants
Special Considerations	Organic nutrients must be watered by hand using a pump and water wand, due to the organic matter and beneficial bacteria in the mix. Manual pumps are also a back-up system if the fertigation system was to break down and need repairs.
Item	IBC Water Tank
Description	Food Grade, 250 gallon
Purpose	Water source for uniform manual watering and fertilizing of plants.

Special Considerations	Some nutrients such as sugars and bloom boosters will be delivered using an IBC or water tank, and a manual pump that is tied into the same irrigation piping as the fertigator.
Item	Dramm Heavy Duty MSO Sprayer
Description	Adjustable pressure; 20 foot water stream and 10 foot mist; 20 Gallon Cart
Purpose	Delivers equal amounts of water, fertilizer, and chemical treatments including pesticides, fungicides, wetting agents, cleaning solutions and disinfectants to marijuana plants
Special Considerations	Applicator safety protection including gloves, goggles and respiratory mask
Item	Chapin Hand Pump Sprayer
Description	3 Gallon Polyethylene Tank with reinforced hose and sprayer
Purpose	Watering of seedling with fine mist
Special Considerations	Seedlings must remain moist with mild vegetative solution, yet not wet, in order to avoid an increased production of male plants and/or stunted plants.
Item	Prepping tables/ shelves/ cultivation supplies including measuring instruments, coco slabs, trellis netting, gloves, drip emitter stakes, plant tag stakes, rapid rooter tray, drying racks, large storage containers, hoses and flush valves, irrigation lines (for flower rooms)
Description	Stainless steel tables; 100ml, 1000ml, 2000ml, 3000ml measuring cups; 4" tags; 20 gallon and 32 gallon can
Purpose	Supplies for the cultivation of marijuana plants
Special Considerations	Cleanliness and organizational practices of all equipment used in the cultivation process is necessary for optimum output.
Item	Trimmer
Description	Leaf trimmer with blade and vacuum.
Purpose	Trimming in preparation for drying and extraction. Quickly removes leaves and stems from the flowers leaving leaves and bud material.
Special Considerations	Product waste must be separated from the plant material that will be used for medical purposes.

Item	Carter-Hoffmann Model No. E8639 Storage Cabinet
Description	Storage cabinet with hinged doors, and aluminum construction holds 39-18" x 26" trays; Aluminum trays are impact-resistant 13-gauge heavy-duty 3000 series aluminum with a tapered design for easy stacking.
Purpose	Storage of plants.
Item	Hydrofarm Fiskars Pruning Shears, Husky Single Edge Razor Blades
Description	9" Scissors with wire/twine cutter; thick carbon steel material
Purpose	Tools for the cultivation of marijuana plants
Special Considerations	Used for pruning and cloning.
Item	Spectrum Technologies IQ 150 pH Meter
Description	Accurate and instant measurement of pH in soil media, water, or nutrient solution. Accessible to small trays, size .474cm. Professional grade.
Purpose	Measure pH levels in marijuana plant soil, water, and nutrient solution.
Special Considerations	To ensure that optimum pH levels are achieved in the nutrient solution being delivered to the plants.
Item	Spectrum Technologies Direct Soil EC Meter
Description	Fieldsout Direct Soil EC Meter with 8" probe. Professional grade.
Purpose	Measures electrical conductivity in water or nutrient solution. Monitors salts, nutrients and impurities in water.
Special Considerations	To ensure that optimum EC levels are achieved in the nutrient solution being delivered to the plants.
Item	HANNA HI 9813-6 Portable Meter
Description	Waterproof 3- in-1 probe. Variable EC to TDS conversion factor. Pre-amplified pH electrode for resistance to electrical noise. Gel filled maintenance free pH electrode.
Purpose	Measure pH, conductivity (EC), total dissolved solids (TDS) and temperature

Special Considerations	This gives the ability to set desired rates of the pH/EC that will be delivered to the plants.
Item	Haul Master Pallet Jack
Description	2.5 ton carrying capability. Durable sealed pump with overload safety system, three position lift control, lift lowers at a controlled rate. Rugged 7 in. diameter steel wheels and rollers with non-marring polyurethane jacket.
Purpose	Transfer marijuana plants and/or products within the facility.
Special Considerations	Safe carrying due to heavy loads being hauled throughout the warehouse.
PROCESSING	
Item	Ventilation System
Description	Odor control and air filtration: Greater than 1 cubic foot per minute (CFM), (as per International Fire Code hazardous exhaust systems requirements);
Purpose	Safely ventilates all areas in the cultivation and processing areas.
Special Considerations	Ethyl Alcohol is a flammable compound that can ignite when put in contact with a spark or static electricity; The robust ventilation system will help to ensure environmental safety of the premises.

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

Item	Rotavapor® 20 L R-220 SE
Description	High distillation rates of up to 28 liter per hour
Purpose	Rotary Evaporator; Remove solvents from the product by gentle evaporation.
Special Considerations	The final product will follow NYS limits for PPM (parts per million) of residual solvent. The final product will not contain contaminants. A State Certified Laboratory will verify the purity of the final product.

Item	BUCHI Vacuum Pump V-710
Description	Four diaphragms for multiple uses and fast evacuation due to the high suction volume. Powerful, chemical resistant, flexible and compact vacuum pump.
Purpose	Central lab vacuum source for rotavapor.
Special Considerations	Allows for Ethanol solvent to be evaporated, re-condensed, and recovered for safe and efficient re-use while avoiding harmful vapor emission.
Item	BUCHI F-125 Recirculating Chiller
Description	Constructed as a trolley; Space saving cooling device for the rotavapor, which is hosted on top.
Purpose	Cooling device to be used with rotavapor to aid in the condensation of Ethanol Vapor back into liquid for re-use.
Special Considerations	Ecologically friendly, requiring no water consumption. No noise or heat emissions while in standby-mode. Reduced power consumption due to optimized cooling technology.
Item	BUCHI Vacuum Controller V-850
Description	Vacuum control for the V-710 Vacuum Pump
Purpose	Enables direct control of the vacuum level in the rotavapor for an increased rate of evaporation for specific solvents
Special Considerations	Large solvent library for a number of common solvents, combined with an intuitive digital interface
Item	Vacuum Oven
Description	4.4 Cubic foot with shelves
Purpose	Purge solvent or other unwanted components from marijuana concentrate.
Item	8" Impulse Sealer- Cellophane Bag Sealer
Description	2mm seals and 5mm seals.
Purpose	Provides a strong seal for plastic bags and shrink-wrap, to retain freshness.
Item	Adam Equipment Portable Bench Scale

Description	16kg Capacity; 0.5g Readability.
Purpose	Provides precision weighing results.
Special Considerations	Scales and weights are calibrated to exacting standards to allow for production of consistent and reproducible medical marijuana product of each brand produced in each lot.
Item	Stainless steel weighing pan
Description	275 x 225mm (W x D); corrosion resistant. Powered by the built-in rechargeable battery or AC adapter for increased mobility. Offers choice of automatic or manual printing for dependable data documentation:
Purpose	Weighs material and documents data;
Special Considerations	Processing and Inventory managers track and record final weights on electronic spreadsheet.
Item	Polyethylene Bag and Tubing Heat Impulse Sealer-Foot Operated
Description	4"X4", 4"x6", 4"x8", Crystal Clear Zip Bags, 4mm w/ round hole
Purpose	Method of closing bags to maintain freshness and quality.
Item	CAT X120 Handheld Homogenizer with T17 drive shaft
Description	125-watt. Accommodates sample sizes between 0.1 ml and 1 liter; 110 Volt with rotor speed of 5,000 to 33,000; 230 Volt with a rotor speed of 10,000 to 33,000. Support stand and rotor/stator wrenches.
Purpose	Homogenize immiscible solution samples and batch amounts of product.
Item	SCIOGEX MS-H280-Pro Heater Stirrer Plate
Description	Ceramic coated plate for chemical resistance and easy cleaning. Temperature sensor and a hot warning sign above 50°C.
Purpose	Heat and stir product.
Special Considerations	Allows for quick and efficient decarboxylation of concentrate.
Item	Complete Glassware Set (Beakers, Funnels, Condensers, Glass Stirring Rods Etc.

Description	Made of borosilicate glass, for resistance to heat, and a high resistance to abrasive chemicals.
Purpose	Containing and transferring solutions between procedures
Item	Vapor Cartridges
Description	Containers with mounting interface for standard vaporizer unit
Purpose	To contain the concentrate to be vaporized
Item	Gelatin Capsules
Description	Standard gelatin capsules used in Pharm
Purpose	To contain the concentrate to be absorbed through oral consumption
Item	Label Printer
Description	Compact USB desktop label printer
Purpose	To printer clear readable labels for bottles and other containers
Item	Feiyun Full Automatic NJP1200 Capsule Maker Machine
Description	Automatic Capsule Filler and Counter
Purpose	Rapid and Accurate capsule filling and counting
Special Considerations	Food Grade Stainless Steel Construction, Makes 1200 capsules/min
Item	ProFiller 3700 Capsule Filler Machine
Description	Liquid bottle filling machine
Purpose	Rapid and Accurate liquid delivery to fill tincture bottles
Special Considerations	Food Grade Stainless Steel Construction, Fills 30 containers/min
Item	Amber Glass Tincture Bottles with Dropper

Description	Glass Container complete with Dropper Lid
Purpose	Contains tincture solution with removable dropper lid for ease of application
Item	Opaque Plastic Push and Turn Bottles
Description	Child-Proof Plastic containers
Purpose	Contain products into a Child-Proof container
Item	A&D FX-3000i Precision Digital Scale
Description	Weighing offers 3200g with 0.01 gram readability
Purpose	Accurately weigh marijuana product for packaging.
Item	3 Printers
Description	20-40 ppm multifunction; laser jet
Purpose	Print important medical information and receipts for patients, caregivers, and staff.
TRANSPORT AND DISTRIBUTION	
Item	Cargo Van(s)
Description	Seats minimum of 2 people; retrofitted with locked, safe and secure storage compartment that cannot be seen from the outside.
Purpose	Secure transportation of approved medical marijuana from the manufacturing site to the dispensing facilities and to the testing laboratories;
Special Considerations	To prevent theft and loss, shelves will be attached securely to the van and no product will be visible from the outside.
Item	Mobile Phone
Description	Reinforced security and reliability of the phone to ensure a consistent and dependable form of communication with employees at the registered organization's manufacturing facility
Purpose	Maintain safety and security of employees, the approved medical marijuana products and the vehicle.
Special Considerations	"A transport team member shall have access to a secure form of communication with employees at the registered organization's

	manufacturing facility at all times that the vehicle contains approved medical marijuana products."	
Item	Motorola Barcode Scanner	
Purpose	Scans barcodes of purchased items for computer recognition.	
SALE/DISPENSING (Equipment at the Dispensaries)		
SECURITY SYSTEMS AT ALL 5 FACILITIES	Please see end of this document for a full description of security for the Manufacturing facility and the four Dispensaries.	Mandated security is materially the same for each of the five facilities.
Item	6 Computers (for each dispensary facility)	
Description	Securely Networked internally, within a unified system for the Approved Organization; Securely connected to the Internet.	
Purpose	Staff at point of sale, manager, security, and reception areas will have access to computers.	
Item	2 Printers (for each dispensary facility)	
Description	15-20 ppm multifunction	
Purpose	Print important medical information and receipts for patients, caregivers, and staff.	
Item	Zebra LP2824 Plus Printer	
Description	Ultra-compact desktop printer; peeler dispenser, precision cutter, upgradeable memory and Ethernet connectivity.	
Purpose	Print labels for marijuana products	
Item	Cash Drawers with Printer Cable	
Purpose	Print payment receipt for bought medical marijuana products and hold cash received.	
Item	Motorola Barcode Scanner	
Purpose	Scans barcodes of purchased items for computer recognition.	
SECURITY (All 5 Facilities)		
Manufacturing Facility and 4 Dispensary Facilities SECURITY		

Demonstrates compliance with the requirements set forth in 10 NYCRR § 1004.13 and article 33 of the Public Health Law to have a security system to prevent and detect diversion, theft or loss of marihuana and/or medical marihuana products, utilizing commercial grade equipment.	
Item	Video Cameras (9600 dpi image/ time and date stamp)
Description	Records continuously to provide the Department with twenty-four hour recordings immediately upon request. Can immediately produce a clear color still photo that is a minimum of 9600 dpi from any camera image (live or recorded). Provides date and time stamp embedded on all recordings. The date will be synchronized and set correctly and does not significantly obscure the picture. Ability to export still images and video in standard format and to archive exported video in proprietary format to ensure security and prevent alteration.
Purpose	Prevention and detection of diversion, theft or loss of marijuana and/or medical marijuana products. Ability to print or securely export still and moving images.
Special Considerations	To be placed in all areas that may contain marijuana and at all points of entry and exit. Camera will be appropriate for the normal lighting conditions of the area under surveillance. Cameras will be directed at all approved safes, approved vaults, dispensing areas, marijuana sales areas and any other area where marijuana is being produced, harvested, manufactured, stored, handled or dispensed. At entry and exit points, the manufacturing facility or dispensing facility will angle cameras so as to allow for the capture of clear and certain identification of any person entering or exiting the facility.
Item	Perimeter Alarm
Description	Commercial grade
Purpose	To secure the outside perimeter each manufacturing and dispensary facility
Item	Motion Detectors
Description	Commercial grade
Purpose	To alert security personnel of unauthorized movement in order to prevent and detect diversion, theft or loss of marijuana and/or medical marijuana products.
Special Considerations	All security system equipment and recordings will be maintained in a secure location so as to prevent theft, loss, destruction or alterations; all on-site surveillance rooms will be locked and not used for any other function
Item	Duress Alarm
Description	A silent security alarm system. When staff at the facility is being forced to turn off the system, staff will enter a designated code into the arming station in order to alert authorities of the situation.

Purpose	Detection of unauthorized entry during times when no employees are present at the facility.
Special Considerations	To be approved by the Department. Will be provided by a company supplying commercial grade equipment, and will not be the same company supplying the primary security system.
Item	Outside Lighting System
Description	Illuminates the outside perimeter of the facility.
Purpose	Prevention and detection of diversion, theft or loss of marijuana and/or medical marijuana products.
Item	Secure Door And Window Locks At All Access Points
Description	Magnetic doors - one opens only as the first door closes
Purpose	Prevention and detection of diversion, theft or loss of marijuana and/or medical marijuana products.
Special Considerations	The manufacturing facility of the registered organization will be securely locked and protected from unauthorized entry at all times. For all facilities, keys and codes will not be left or stored or placed in a location accessible to individuals who are not authorized access to marijuana or manufactured medical marijuana products.
Item	2-way Radio
Purpose	Allow communication between department heads
Item	Access Control System
Description	Includes Access Control Intercom, Biometric Access Readers, Access Card Readers,
Purpose	Limits entry into the facility and/or designated areas to authorized personnel. Communicate with people from outside the facility and buzzing the door open.
Item	Keyless Fobs
Purpose	Managers to access the facility without keys
Item	Microphone System
Purpose	Notify the entire facility of an emergency and instructions.

Item	Safes and Vaults
Description	Commercial grade
Purpose	Secure and prevent diversion, theft or loss of marijuana and/or medical marijuana products.
Special Considerations	All marijuana that is not part of a finished product must be stored in a secure area or location within the registered organization accessible only to the minimum number of employees essential for efficient operation. All medical marijuana products, approved or ready for testing, will be stored in a department approved safe or vault. Safes and vaults will be securely locked and protected from entry, except for the actual time required to remove or replace marijuana or approved medical marijuana products.

MANUFACTURING

Introduction

The Applicant (Mindful Medical NY LLC) represents a new entity, created for the purpose of growing, manufacturing, selling, delivering, transporting, distributing and dispensing marijuana for medical use in the State of New York. Many of the members, principal stakeholders, and managers are New Yorkers. Dr. Ron Goldenberg, its Chief Medical Officer, is [REDACTED]

[REDACTED] at [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]

They have joined together and chosen the founders and leaders of Mindful, a recognized industry leader in the growing, harvesting, extracting and dispensing of marijuana, to design Mindful Medical's operational plan and lend the new entity its unparalleled expertise and experience.

Since its founding five years ago, Mindful has provided a steady, uninterrupted supply of medical marijuana products to registered dispensaries in its home state of Colorado, including four Mindful dispensaries located across the state. With an exemplary record of compliance and safety, Mindful has earned the respect and trust of government, physicians and patients alike.

The purity of Mindful's products starts with genetics. The Applicant will be given access to Mindful's genetic library of 500 unique cannabis strains; arguably among the purest and most diverse collection of cannabis genetic material in the world. Each genetically distinct cannabis strain has a unique set of biologically active compounds that have therapeutic benefits for specific medical conditions.

The company has refined plant processing on a commercial scale, optimizing quality and maximizing plant yields. It has demonstrated an ability to scale its grow operation based on patient need and market demand. In the last five years, the company has grown its cultivation operation from 4,000 sq. ft. of usable space producing about 25 lbs./month, to 44,000 + sq. ft. producing more than 500 lbs./month. It has safely produced and transported more than 5,870 lbs. of pure and standardized product in full compliance, without adverse events or significant inventory discrepancies.

In its Operations Plan below, the Applicant assures the State that it can deliver a steady, uninterrupted supply of safe, homogenous and standardized medical cannabis products to its four geographically dispersed dispensaries by demonstrating:

- (1) Mastery of distinct and complex processes: cannabis cultivation; cannabis extraction; and complex infusion and pharmacy grade manufacturing;
- (2) Proven ability to scale cultivation facilities and operations, as well as responsibly expand production of products to meet patient needs;
- (3) A proven track record of regulatory compliance and uninterrupted service;
- (4) Expertise in standardization of pharmaceutical-grade cannabis extracts to a uniform consistency and homogeneity; and
- (5) Expertise in and in-depth hands-on experience with traceability and recall processes.

Timetable

As reflected in Attachment L (Timetable), the Applicant is ready, willing and able to cultivate, extract, standardize, package, transport and dispense five brands of medical marijuana in three forms to four geographically dispersed dispensaries in the State within six months of award notification. The finances, facilities and experienced staff are in place. Mindful's five year track record in Colorado-- reflecting skillful scale and growth, total compliance and consistent product quality—are proof of Mindful Medical's ability to deliver quality products in a timely way.

Operations Overview

The operations of the Applicant's manufacturing facility have been engineered to provide a clean, safe and secure environment, as well as an efficient, scalable and sustainable operational process. Access to the entire facility, as well as internal zones, will be tightly controlled and monitored as required by the regulations. Internal system controls at each stage of this process, in conjunction with scheduled cycle counting programs and processes reviews, will validate system records and ensure that all inventory (plants, extraction, and packaging) and finished products that pass through the facility are properly controlled and accounted for.

Site

A 20 acre organic farm in Georgetown, NY—located in the heart of Madison County, a rich agricultural and dairy farming area—has been chosen as the site for the manufacturing facility. Situated in a wind corridor with many turbines, the property allows for maximum use of sustainable wind and solar power. Locals in the County are dedicated to farming and will provide an excellent pool of employees for cultivation. Madison County building and zoning departments have excellent relationships with landowners and have given their full approval to this project. The CEO, Mark Justh, has an excellent construction relationship with them, having recently erected a fully compliant large barn on the property in a three week time frame.

Facility and Scale

To meet the immediate needs of New York State patients, Mindful Medical's manufacturing center will be built in two phases: In Phase One, construction of a new 5,000 square foot indoor facility and a 1 acre secure greenhouse will be built immediately after licensing in July, 2015. The 5,000 sq. foot facility will include two flower rooms and discrete extraction, packaging and labeling areas. This will allow dispensing of product to patients, including our High CBD formulation to bring relief to seizure patients, to begin on January 1, 2016. The 1 acre greenhouse will grow an estimated 12,500 lbs. of medical marijuana per year. This plant matter will be converted to 570 k grams of medical marijuana oil. Assuming that the average patient consumes 50 mg/day, or 18.25 grams per year, this will meet the needs of 31,000 patients.

In Phase Two, an additional 30,000 square foot production facility will be added in early spring, 2016. The size of the property will allow for seamless scaling to include more greenhouses and expanded processing based on patient demand.

Brands and Forms

Mindful Medical will produce the following brands in the following forms, identified by proposed names subject to Department approval:

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

Each specified brand will have a total THC and total CBD concentration that is within 95-105% of that specified in milligrams per dose for that brand and will have the same composition and concentration of inactive ingredients as that defined for the brand.

Mindful Medical is ready, willing and able to produce each specified brand in each of the three approved forms. It is limited by the Department's specifications in 1004.11 (a) (2), confirmed in the Q and A, that each set of inactive ingredients renders the product a different brand. By necessity of their form, capsules, tinctures and vaporized cartridges must have different inert ingredients, rendering each a separate brand. The Applicant will work with the Department to make each brand available in the three forms so that it can meet the full range of patient needs and preferences.

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

Sustainability

Sustainable agriculture is a key element of the Applicant's vision. The farm is an active participant in the activities of the State-run Madison County Soil and Conservation District. The Applicant will leverage the knowhow of established stakeholders such as Sustainable Agriculture Initiative (SAI) Platform, formulating and enforcing Sustainable Agriculture Principles.

Energy

Electricity is typically the largest cost factor in indoor commercial cannabis growing operations. The Applicant will use high-efficiency grow lights (dPapillon 1000) that rival standard lighting technology lumen output while consuming one-third of the power. Located in a wind corridor with many turbines, the manufacturing facility in Georgetown will at the onset operate on a 60%/40% ratio of electric power to combined solar and wind power. Over three years, the facility will ramp up to a 40%/60% ratio, with 40% of power coming from the electric grid and 60% from solar and wind power. It will thus be energy efficient and sustainable.

Ventilation, Humidity and Climate Control

Stringent humidity and temperature control, together with proper air circulation, are critical factors in successful cultivation of marijuana. To inhibit mold and mildew in both the indoor facility and greenhouse, the Applicant will continuously monitor and stringently regulate the ventilation and relative humidity of the grow rooms. Product flow throughout the facility will be “downstream,” ensuring that contamination is minimized and that plants coming to the production area are free of disease and true to their genetic source. To ensure that solvents used in the manufacturing are not released into the atmosphere, the extraction area will be well-ventilated, conforming to the International Fire Code requirement of 1 cubic foot per minute (CFM) of hazard exhaustion.

Storage

Strict separation will be maintained between plant materials and noxious chemicals such as cleaning materials. Nitrate-based and other fertilizers will be stored away from fuels, solvents and pesticides. A full description of hazardous materials storage is included in Appendix B.

Fire and Employee Safety Practices/Training

All working environments will comply with the United States Department of Labor Occupational Safety and Health Act (OSHA) requirements. Production areas will be spark-free, with proper ventilation. Standards will follow all applicable local fire, safety, and building codes in the processing and manufacturing of plant and food products, as well as the storage of the solvents. Employees using solvents will be fully trained in how to use the equipment, how to handle and store the solvents safely and will be provided with applicable material safety data sheets.

The greenhouse and every room in the indoor manufacturing facility will have accessible fire extinguishers most suited to the fire hazards associated with the operations executed in that space (i.e., electrical, chemical, combustion.) Appropriate signage will be posted near each extinguisher. Additional extinguishers will be added per 10,000 watts of lighting.

Regular fire and evacuation drills will be held. Coordinated by the Director of Manufacturing together with the on-site Security Officer, the drills will review a range of emergency situations including fire; bomb threats; robberies; and extreme weather conditions.

Workers will be trained to respond to operations-based emergencies, including: Spilling of hazardous materials; burns, shocks and cuts; hazard documentation including filling out material safety data sheets (MSDS); and use of personal protection devices including respiratory protection, goggles, face masks and gloves. Employees will be trained in eye flushing techniques and at least one eye flushing station will be accessible to workers at all times. An emergency contact list will be posted in every work area, including: emergency responders; poison control; nearest hospital; fire department; manufacturing facilities director and hazardous materials response team.

Sanitation Practices/Training

Sanitation practices include facility sanitation policies as well as personal cleanliness protocols. Staff will be oriented and trained in these areas, and all policies will be rigorously enforced. All employees will be ServSafe certified.

Facility: Cleanliness is critical to the successful cultivation of marijuana and manufacture of safe medical marijuana products. Mold, mildew and other microbial growth will be minimized via strict control of ventilation and humidity levels. Rodents, pests and insects will be kept out through

vigilant upkeep of the facility and repair of breaches and cracks. Gutters, leaders and drains will be checked regularly. Garbage will be removed nightly. Work tables and floors will be swept daily and floors will be washed with bleach weekly. Surfaces will be sanitized nightly to remove contaminants.

Employees: The Applicant will provide toilet facilities in working order that are stocked at all times with toilet paper, liquid soap and either air drying devices or single use paper towels. Hand washing stations will have cold and hot running water, and be located wherever employees need to wash their hands (work areas, kitchens and bathrooms.) Each washing station will have appropriate signage encouraging thorough hand washing and use of soap. Employees handling plants or plant products will be expected to use disposable gloves and face masks as appropriate to the operations they are performing. To prevent contamination, employees showing symptoms of illness, infection or having any open sores will not be allowed to handle plants or products.

Cultivation and Harvesting Methods

Replicating the Mindful grow model, the Applicant will implement proven cultivation and harvesting protocols that have produced high quality products. Mindful Medical will cultivate plants from pest- and disease-free seeds as well as from clones of mother plants grown from these seeds. Plants will be grown in coconut coir, an inert growing medium which reduces the possibility of exposing the facility to soil-born pests and pathogens associated with traditional growing mediums.

To produce a plant free of mold, disease, heavy metals and other contaminants, the Applicant will begin by providing a clean environment for plants to grow. The cultivation facility will operate as a static, negative pressure environment. This will enable the facility to control flow of air in and out of the structure. Intake air will be treated to prevent the indoor environment's exposure to airborne pathogens such as mold spores and fungi. Irrigation water will be filtered and treated.

Through the use of nutrient dosing and drip irrigation systems, the Applicant will be able to use far less water than traditional growing techniques. The ambient air will be tightly monitored and controlled using environmental controls to maximize plant growth. The Applicant's cultivation experts will monitor and adjust growth media, humidity and light to ensure that the specific requirements of plants are met each stage of their life cycle.

A rigorously controlled and tracked IPM (integrated pest management) program and all pesticide control protocols will be performed by trained applicators. All harvesting and processing will be performed by trained and certified employees in total compliance with food handling safety protocols including Circular 933, New York State Department of Agriculture and Markets, Division of Food Safety and Inspections. This will ensure the highest safety and handling practices and limit the product's exposure to contaminants.

Plants will be inspected daily by the Applicant's professional cultivation team. Each team member will be trained to identify signs of pests, disease and chemical imbalances. All grow room environments will be sanitized after every cycle. All trimmed plant material will be removed and discarded daily. The Center will utilize OMRI (Organic Materials Review Institute) certified nutrients along with base nutrients such as nitrogen, phosphorus and potassium, which are supplied

in clearly marked packaging with content labels specifically listing all ingredients and concentrations.

Cultivation, processing and inventory specialists will inspect each plant, weighing and tracking it as it is processed from live plant to its final finished form.

Integrated Pest Management

Given its commitment to Good Agricultural Practices (GAP), the Applicant will implement an Integrated Pest Management (IPM) program in its greenhouses, leveraging the experience of Mindful. Unlike conventional pest control, IPM is discerning of 'when to treat' and 'how to treat' the crop. Plants are treated only when they have reached a threshold that can compromise yield and they are treated with the most ecologically-sound approaches such as the use of biological control agents. EPA worker-protection standards for preparation and application of the IPM will be employed and rigorously enforced.

By implementing IPM, Mindful Medical will optimize the cost of production, workers' safety and the quality of the resulting crop. Wherever possible, the Applicant will use alternative pest control methods such as natural predators, using strategies pioneered and commercialized at Mindful's facility in Denver, CO that prevent undue harm to patients, employees and plants.

Waste and Disposal

Liquid waste will be disposed of in compliance with New York State and associated administrative rules. Disposal of **hazardous and chemical waste** will be conducted in a manner consistent with federal, state and local laws. Any nutrient enriched grow media will be disposed of as required by New York State and associated rules.

Cannabis waste will be stored, secured, locked and managed in accordance with New York State regulations. All plant waste will be placed in a designated concentrate plant waste bin and weighed and recorded for each batch. All waste concentrate (that which is removed during the cleaning of utensil and equipment) will be weighed, recorded, and disposed of properly, as per procedures outlined in the paragraph below.

All cannabis plant waste will be rendered unusable through incorporation with other ground materials. **All cannabis waste and unusable product** will be weighed, recorded and entered into the inventory system prior to mixing and disposal. This includes finished products that was rendered unusable due to failure in testing for consistency and contamination; expiration; and returned of opened products at the dispensary level. Verification of each disposal will be performed by a supervisor, conducted in an area with video surveillance and documented fully noting date, quantity disposed of, reason for disposal and name of supervisor.

Extraction and Infusion

Extracted oils for dispensing in the form of capsules, tinctures and cartridges for vaporization will be manufactured using solvent extraction methods. USDA Food Grade Industrial Ethyl Alcohol (ethanol) that meets all United States Pharmacopeia (U.S.P.) testing standards will be used as the solvent. The ethanol solvent will be utilized in a commercial vacuum distiller, allowing for the

solvent to evaporate, re-condense and be recovered for safe and efficient re-use while avoiding harmful vapor emissions. Closed loop distillation extraction methods will be applied, with solvents recovered in the extraction process in vapor form converted back into a liquid state, recovered and then re-used. This environmentally-friendly extraction method prevents release of dangerous vapors into the air and adds a layer of safety as the extraction solvent is contained within the processing equipment

Solvents and other unwanted components will be purged from marijuana concentrates via Vacuum Oven and Mechanical Agitation purges.

Standardization

To ensure standardization and safety, the Applicant will test products using an independent laboratory approved by the Department. In addition to testing for contaminants, the lab will ensure that each batch of extracted material tested contains the THC and CBD levels for that specific brand. Each specified batch will have a total THC and total CBD concentration that is within 95-105% of that specified brand.

Factors included in the selection of labs will be proximity to the facility, turnaround time and volume capacity. The selected lab must be able to perform specialized tests such as terpene testing, which yields valuable information for medical marijuana manufacturers, as well as be able to accurately pinpoint contaminant issues and potency successes.

Batches whose samples receive a ‘pass’ will be packaged and sold. Should samples receive a ‘fail,’ the batch will be placed on hold. Samples will be sent to a second facility to verify the findings. Products that fail a second time will be deemed unusable. The entire batch will be destroyed using the protocol described below under “Waste and Disposal.” The Quality Assurance Officer will work with the Chief of Manufacturing and Facilities to trace the problem and correct it.

Packaging and Labeling

As per regulations, the Applicant will package, seal and label approved Mindful Medical marijuana products— capsules, tinctures and metered cartridges for vaporization-- at its manufacturing facility. All products leaving the facility will be fully dispensary-ready.

Packaging

All products – capsules, tinctures and cartridges for metered vaporization—will be packaged in a child-resistant, tamper-proof/tamper-evident re-sealable opaque bottle that minimizes exposure to oxygen. Bottles will employ a push-turn mechanism and be light-resistant. To maintain consistent moisture content and safety, bottles will also be waterproof.

Capsules will be placed directly in the bottle. *Tincture bottles* and *cartridges for vaporization* will be placed within the bottle and sealed, with the bottle serving as secure secondary packaging. Both the tincture bottles and vape cartridges will be light-resistant, tamper-proof and child resistant. Vaporizers and chargers will be sold in dispensaries as stand-alone units. Mindful Medical’s proprietary metered **Reliados** vaporizing system is fully described in Section 4, “Devices.”

Sealing

All products will be sealed with tamper proof tape. No original packaging seal will be broken except in the event where quality testing will be necessary for adverse event investigations.

Labeling

The text of each label will be submitted to the Department for their approval. Each label will be firmly applied to both the product itself and the secondary container at the manufacturing facility and will be easily readable. Location of label will be consistent on all three forms of approved Medical Mindful products. Each label will contain all of the information required, including: Name, address and registration number of the registered organization; the medical marijuana product form and brand designation; THC and CBD content per single dose measured in mg.; the medical marijuana product lot unique identifier, i.e. lot number and bar code; quantity in package; date packaged; expiration date; and storage conditions.

The label will also include the following language: “Medical marijuana products must be kept in the original container in which they were dispensed and removed from the original container only when ready for use by certified patient;” “Keep secured at all times;” “May not be resold or transferred to another person;” “This product might impair the ability to drive;” **KEEP THIS PRODUCT AWAY FROM CHILDREN** (unless medical marijuana product is being given to a child under a practitioner’s care); and “This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant’s pediatrician.”

Closure Procedures

In the event that the Applicant, Mindful Medical LLC, would cease operation and surrender its registration, or should Mindful Medical’s application for renewal of a registered organization be denied, the company will notify the Department in writing at least 120 days prior to the date of the anticipated closure. This written notice will include a proposed closure plan, with timetables detailing when the Applicant will notify certified patients and designated caregivers of the closure and properly destroy, transfer, or otherwise dispose of the supply of medical marijuana and medical marijuana products. The company will keep records available to the Department for five years and will maintain full regulatory compliance until the approved closure date. Mindful Medical will take no actions to close its manufacturing facility prior to Department approval.

TRANSPORT AND DISTRIBUTION

Introduction

Since its founding five years ago—a significant period of time in this very new industry— Mindful has safely transported and delivered more than 5,870 lbs. of medical marijuana from its manufacturing site to its dispensaries located in Berthoud, Black Hawk, Denver and Colorado Springs. Additionally, Mindful averages 5-10 shipments per week to other dispensaries across the state. Based on its record of compliance and product excellence, Mindful has been awarded two additional licenses and will be opening up dispensaries in Aurora and Fort Collins by the end of 2015.

Operational Procedures and Policies

Mindful Medical LLC's manufacturing facility will transport medical marijuana products exclusively to its Department-licensed dispensing facilities. Airtight protocols will be instituted for medical marijuana transport to prevent diversion, theft, or loss from the time the products are packaged for shipment in the manufacturing facility in Madison County until it is accepted at the designated dispensary.

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

Manufacturing Facility - Madison County

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

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

In Transit

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

Delivery Site – Dispensing Facility

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

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

Should any issues or discrepancies arise with the transfer, the shipment in question will be reported to the source of origination and the Department. Any error, discrepancy or loss that cannot be rectified will immediately be reported to the Department and the NY State Police.

All vehicles and the manufacturing and dispensary facilities engaged in the above transactions will be open to inspection by the Department and its authorized representatives.

DISPENSING AND SALE

Introduction

Mindful Medical, LLC is ready, able and committed to comply with all mandated state, city and local laws and regulations relating to the dispensing and sale of medical marijuana product at its proposed dispensing facilities. Each of the four (4) dispensary facilities will adhere to all rules and regulations of New York State's Medical Marijuana Program, as stated in the Public Health Law (PHL) of the Official Compilation of Codes, Rules and Regulations of the State of New York, as well as future NYS rules and regulations and procedures to be established by the NYS Department of Health Commissioner. Additionally, each dispensary will comply with all rules and regulations of the city and local governments applicable to the specific communities in which each of the four dispensaries is located.

Applicant's Dispensary Experience

Since its inception in 2010, the number of Mindful dispensaries in Colorado (Mindful CO) has quadrupled. Mindful CO brings exemplary dispensary operations and management experience to Mindful Medical New York. A recognized industry leader in Colorado, Mindful has four dispensaries across the State, which exemplify strong regulatory compliance, tight security and access control, transparent and equitable labor practices, established community relations and a solid safety record. The State has granted Mindful two additional dispensary licenses in Colorado; Mindful will open these dispensaries in the third and fourth quarters of 2015. In addition, Mindful was awarded a dispensary license in Addison, Illinois. Serving the southwestern Chicago market, it will have the capacity to serve hundreds of patients per day. Mindful is in the preliminary phase of the Addison project and expects a 2015 fourth quarter opening.

Mindful CO's CEO, Managing Partner and Founding Partner possess industry knowledge, business expertise and operational experience. Mindful CO's dispensaries and their individual staff members are noted for servicing their patients and to their communities. In fact, on a company and individual level, Mindful CO is active in neighborhood improvement and charitable projects, such as cash donations to local charities, vegetable gardens open to the public and/or volunteering within the community. Therefore, the Applicant, Mindful Medical, possesses depth of medical marijuana dispensing experience—including license application and approvals, opening new dispensaries according to projected timelines, patient relations and counseling, recordkeeping, inventory control and reporting, and community outreach.

Dispensary Sites and Design

To meet the needs of all New Yorkers, the Applicant's dispensing sites were selected to be geographically distributed across the State. The Applicant has chosen dispensing facility locations that are beneficial to statewide and local communities. They are not on the same roadway and not within one thousand feet of a building occupied exclusively as a school or place of worship. Sites will be located in areas that allow a large number of patients to avail of dispensary services, while addressing the difficulties of non-urban populations in reaching a dispensary. Dispensary sites will be accessible by public transportation and have sufficient and convenient roadway infrastructure

and property parking, as appropriate for the type of community—urban, suburban or rural.

Dispensaries will be located indoors, in enclosed secure facilities that are suitable for dispensing of products to patients and caregivers. The security set-up, and architectural and engineering designs will adequately and suitably reflect the needs and concerns of the community within which the dispensary is located and address the security and access needs of the specific site. Mindful Medical will ensure that detailed descriptions of plans, procedures and systems will be implemented and maintained for tracking, recordkeeping, record retention and surveillance systems relating to the sale and dispensing at each dispensary. They will be pre-approved by the Department, kept on file and made available for review at any time.

Each dispensary is designed to promote safe product handling, storage and dispensing of medical marijuana. All infrastructure and building components, including site design, infrastructural build, electrical, plumbing and HVAC, will comply with all State and local zoning, building, fire and ADA regulations and codes. Each dispensary Business Manager will supervise that cleaning and security crews fulfill their respective responsibilities so that facilities are clean and safe. Dispensary staff will keep their areas clean as well as follow personal hygiene.

Sites are of sufficient size to facilitate a safe and easy patient flow, from entry through point of sale and exiting. Site size also accommodates the distinct areas of a dispensary, e.g. check-in and security stations; patient waiting room; patient education and counseling area; point of sale area; product vault and product storage; security and cash vaults; private office, employee break rooms and public bathrooms; and a secure receiving area for delivery of incoming products. To accommodate the needs of physically disabled individuals, dispensaries will have ample handicapped accessible parking, ADA-compliant entrances and public bathrooms.

Facility designs will support safe and secure dispensing of medical marijuana. Each dispensary will be housed in a secured and access-controlled facility with 24/7 year-round video surveillance and alarm systems. Dispensary management will coordinate with local officials and law enforcement to provide safe and secure dispensing. Each dispensary will be divided into *limited access* (e.g. patients, caregivers, and staff) and *restricted access* (e.g. Pharmacist, Business Manager, Inventory Manager, and Security Site Supervisor) areas. Armed security guards will supervise the entrance and perimeter of the premises during operational hours. Dispensary designs will also allow staff to visually supervise the various unrestricted and restricted store areas in conjunction with robust electronic surveillance.

Site operations will favor the local community; Mindful Medical will strive wherever possible to staff the dispensary with local hires. It will support local charities, offer employees paid days off for volunteering and provide the community with free educational workshops on healthy living topics and medical marijuana's background, benefits and safe product use.

Leases and rental agreements for dispensing facilities will clearly state that the sole purpose of the site is for the dispensing and sale of medical marijuana, and include the requisite NYS-mandated language in the documents. Copies of applicable executed and proposed deeds, leases, rental agreements or executed option contracts related to the organization's real property dispensary interests will be submitted. The documents will show that the applicant possesses, or has the right

to use, sufficient land, buildings, and other premises, as specified in the application for the dispensing and sale medical marijuana. No dispensary will open before it demonstrates landlord and local governmental authorization to conduct business in the locality and dispense medical marijuana.

Dispensary Facility Staffing and Management

Overseeing all Mindful Medical dispensaries will be a **Head of Dispensary Operations**, who will work under the **Chief of Business Development**. A NYS-licensed **Pharmacist** who has completed the mandated NYS DOH course will be in charge of each dispensary. The Pharmacist will be on-duty during all operational hours. S/he will work closely with the Security Site Supervisor and Business Manager, the latter being responsible for recordkeeping, staff management, and inventory control procedures. The **Security Site Supervisor** will be in charge of security and work with the Pharmacist and Business Manager; s/he will be guided by the company's **Chief of Security**. Together, they will ensure that dispensary staff follows operational, product quality and security protocols. All dispensary staff will meet state and local requirements. As per regulations, all dispensary staff will be over the age of twenty-one, and anyone handling medical marijuana will be free from a conviction on sale or possession of drugs, narcotics, or controlled substances.

The **Pharmacist** will also work with the company's **Quality Assurance Officer** to ensure that dispensing and sale protocols are closely followed, i.e. patients receive their correct dose and brand; product labels and inserts are affixed properly; and inventory controls are strong and in place. Each **Business Manager** will work with the dispensary's Security Site Supervisor, Chief of Security, Information Technology personnel and the dispensary's Inventory Manager to implement and maintain rigorous access control, interior and perimeter security, inventory counts and employment procedures. The **Inventory Manager** supervises the inventory and recordkeeping of the dispensary's inventory of medical marijuana, product deliveries and product sales. S/he works closely with the Business Manager and Security Site Supervisor.

Patient Care

Counseling of Patients: Based on Mindful experience in Colorado, the Applicant will integrate a high level of patient/staff interface into its dispensary operations. The dispensary staff will guide patients from reception through fulfillment. The certified patient and designated caregiver(s) will receive one-to-one counseling by the Pharmacist and/or the Dispensing Assistants under the Pharmacist's direct and continuous supervision. Patients/caregivers will have the opportunity to ask questions during this counseling orientation. The patient/caregiver will learn about the medical marijuana prescription given by the patient's physician, and the product and brand which fulfills that prescription. Specific information relevant to the prescribed medical marijuana will be carefully explained. Patients/caregivers will learn about, but not limited to: specific dosage directions and instructions for administration; warning of adverse effects and/or any potential dangers; a warning about driving, operating equipment, childcare and making important decisions while under the influence of medical marijuana; methods to secure and store the product at the patient's home; a list of excipients; any allergen warning; possible contra-indications; how to recognize what may be problematic usage or substance abuse of medical marijuana and obtain

appropriate services or treatment; legal issues, e.g. where the product can and cannot be used according to federal and state regulations; illegality of giving the product to anyone else; how to properly dispose of unwanted, excess, or contaminated medical marijuana product; and other Departmentally mandated warnings or explanatory statements. (See also, *Packaging Insert* below.)

Patient Education: Mindful Medical will ensure that patients and caregivers are informed about approved medical marijuana. In addition to orientation and counseling, which provides pertinent and specific information, as described above, each patient and caregiver is given Department-approved resources for additional information. The Applicant will make available a variety of printed materials prepared by professional, medical and/or pharmaceutical experts and approved by the Department. Visual displays at dispensary sites will also remind patients about key facts and information contained in the product inserts. The Pharmacist will always be available to patients and caregivers, responding to their questions on approved medical marijuana during any visit to the dispensary. After the dispensary experience, patient-dispensary interaction continues through patient education seminars and/or electronic communications, (e.g. email, newsletters and social media). The dispensary will send out email communications to help patients/caregivers keep track of timeframes, e.g. that they are nearing the end of their month's supply or that their registration ID might be soon expiring,

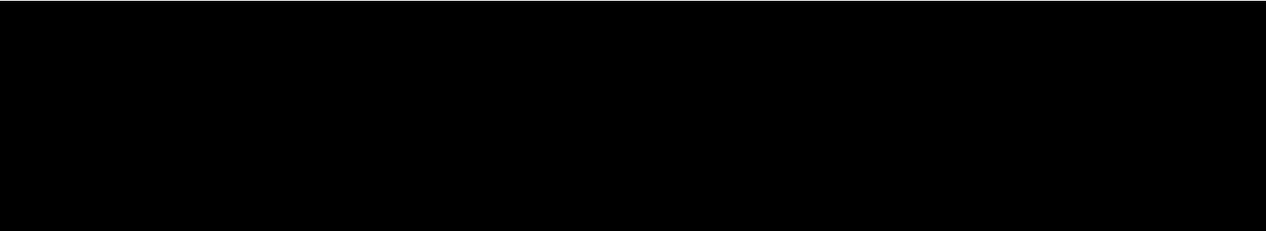
Dispensing of Product

Dispensary Quality Assurance Plan (DQAP): The DQA Plan will regulate and monitor the Applicant's medical marijuana dispensing practices to benefit the health, welfare and pain management of each patient within the controlled setting. The DQA Plan will ensure that medical marijuana products are accurately dispensed to the proper certified patient and designated caregiver listed on each prescription. It will identify and prevent mistakes in inventory management and, dispensing. As a robust quality assurance program, DQAP will track incidents of inventory discrepancies, patient complaints, product returns and adverse events; document the investigation on the reason for each incident; and record the appropriate corrective action(s) taken to rectify any errors or events. Daily and monthly record reconciliations will highlight any discrepancies and allow dispensary administrators to detect, identify and correct dispensing errors. Competent and trustworthy dispensary personnel will adhere to the company's recordkeeping and quality assurance protocols. The Quality Assurance Officer, Head of Dispensary Operations, and each on-site Pharmacist and Business Manager will closely supervise this effective multi-faceted quality assurance system at each dispensary to detect, deter and prevent dispensary errors.

Hours of Operation: The dispensary will be open from 8 AM to 8 PM, seven (7) days a week. Dispensaries will be closed for major legal holidays and reserve the right to close in the event of severe, inclement weather, fire or other natural disaster.

Products Brands and Forms: Mindful Medical will only dispense approved medical marijuana products that have passed the required quality control testing.

Mindful Medical is ready and able to produce each brand in each of the three approved forms. Mindful Medical will produce the following brands in the following forms, identified by proposed names, subject to Department approval:



Product Storage: The dispensary will store medical marijuana products in a manner that ensures there is no contamination or deterioration of the products or its packaging. All medical marijuana products will be stored in a secure, locked vault located in a restricted area with controlled access. Expiry dates will be checked as a part of regular inventory protocols. Dispensary staff and supporting literature will also advise patients of proper product storage in the patient's home.

Dispensing of Product: The applicant will only dispense approved medical marijuana to certified patients or designated caregivers. The dispensaries will never knowingly allow their products to be resold or transferred to another person. Policies and procedures related to security and control measures will be in place to prevent diversion, abuse, and other illegal or unauthorized conduct relating to the dispensing and sale of medical marijuana. All approved medical marijuana will be sold through the dispensaries and never given for free, as mandated by the department.

When dispensing product to the patient or designated caregiver, the dispensing staff will place the approved medical marijuana product in a plain outer package. Staff will ensure that each patient receives approved medical marijuana product from no more than two distinct lots for any 30-day supply dispensed. A designated caregiver may bring approved medical marijuana product to his/her certified patient. Dispensing staff will ensure that a certified patient or designated caregiver will not receive more than a thirty (30) day supply until the certified patient has exhausted all but a seven (7) day supply, provided pursuant to any previously dispensed medical marijuana product by any registered organization. Staff will verify each patient's specific dispensing information by consulting the prescription monitoring program registry.

No animals will be allowed into the dispensary except in the case of a service dog or animal. Entry will be permitted if owner presents the service animal's license and the dog or animal is wearing its service vest.

Although the regulations allow certified patients to have up to two designated caregivers, the Applicant will consider whether a delivery service is necessary to accommodate homebound, facility-bound and/or underserved rural patients. The Applicant will work with the Department on approval for product delivery on a case by case basis, and will only dispense via a delivery service with prior written Department approval. In the event that such a delivery service is deemed necessary and approved by the Department, trackable secure deliveries will only be made under Departmental delivery stipulations and only to a certified patient or designated caregiver, as they are the only persons able to lawfully possess medical marijuana

Dispensary Package Labels: Each dispensing facility will firmly attach an approved patient-specific dispensing label to the approved medical marijuana product package. Medical marijuana package labels will be approved by the Department prior to use.

The label will be easily readable and include the:

- ♦ name and any registry identification number of the certified patient and designated caregiver;
- ♦ certifying practitioner's name;
- ♦ dispensing facility name, address and phone number;
- ♦ dosing and administration instructions;
- ♦ quantity and date dispensed; and
- ♦ any recommendation or limitation by the practitioner as to the use of medical marijuana.

Each dispensary package label will also include the following language: Keep secured at all times. This product may not be resold or transferred to another person. This product might impair the ability to drive. **KEEP THIS PRODUCT AWAY FROM CHILDREN** (unless medical marijuana product is being given to a child under a practitioner's care). This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant's pediatrician.

Safety Insert: Staff will include a Department approved package safety insert with each product package dispensed to a patient. The insert will include the following information: The medical marijuana product and brand; a list of any excipients used; a warning for allergens in the medical marijuana product; possible contraindications; specific dosage directions and administration instructions; warning of adverse effects and/or any potential dangers; instructions for reporting adverse effects as may be determined by the Departmental warning about driving, operation of mechanical equipment, childcare or making important decisions while under the influence of medical marijuana; information on tolerance, dependence, withdrawal and substance abuse; how to recognize what may be problematic usage of medical marijuana and obtain appropriate services or treatment; advice on how to keep the medical marijuana product secure and how to store dispensed medical marijuana at home; language stating that the certified patient may not distribute any medical marijuana product to anyone else; language stating that unwanted, excess, or contaminated medical marijuana product must be disposed of properly; and language stating that "this product has not been analyzed by the FDA. There is limited information on the side effects of using this product and there may be associated health risks."

Patient Log: In addition to the tracking of all medical marijuana sales in the electronic verification system for the patient/caregiver, staff will maintain a patient log. This log will be provided to each patient and his/her designated caregiver; it will also be available to the patient's practitioner and the NYSDOH upon request. The log will include specific information about the dispensed medical marijuana products, including the product brand, lot, dosage, administration form and dates dispensed. The log will also include any return of product by the patient or the patient's designated caregiver.

Sale of Product

Dispensing facilities will be used solely for the purpose of the dispensing and sale of Department approved medical marijuana products and related products necessary for the approved forms of

administration of medical marijuana. No additional items will be sold without prior written approval from the Department. Dispensaries will only sell or dispense approved medical marijuana products to a certified patient or his/her designated caregiver and will maintain sufficient approved product on hand to meet the needs of its certified patients. Mindful Medical will follow all pricing and dosage requirements as set by the NYS Department of Health and its Commissioner. Mindful Medical's registered dispensaries will obtain approval from NYSDOH for the per dose price of each form of approved medical marijuana that it sells.

Mindful Medical will package, seal and label its five product brands and three forms—capsules, tinctures and cartridges for metered vaporization-- at its manufacturing facility. Each of these will arrive at the dispensary user-ready for dispensing in 10 mg. doses. Each will be packaged in an opaque child-resistant, tamper-proof/tamper-evident and waterproof plastic bottle. This re-sealable bottle will in effect serve as a secondary package for the tinctures and cartridges, making it more secure and further protecting their exposure to light and air.

Packaging: Mindful Medical will package the final form of the approved medical marijuana product at its manufacturing site and deliver all marijuana products to the dispensary facilities in pre-packaged containers that are ready for sale. Transported products arriving from the manufacturing site will be labeled on the outside of every delivered box. Each label's text will be submitted to the Department for their approval, and will include the following information: Name, address and registration number of the registered organization; the medical marijuana product form and brand designation; the THC and CBD content per single dose measured in mg; the product lot unique identifier, i.e. lot number and bar code; container's quantity; date packaged at the manufacturing site; the expiration date; and specific storage conditions for each brand and form. This information will be checked by the Inventory Manager upon receipt of product, confirming that what was sent by the manufacturing site is the same as received by the dispensary and corresponds the dispensary's requisitioning order.

The Pharmacist and Business Manager will ensure that the dispensary's medical marijuana product packaging will not be opened by inventory and dispensing staff. Staff will ensure that no food or beverages will be consumed by patients or caregivers on the premises of a dispensing facility, unless necessary for medical reasons. Original seals will not be broken except for quality testing at an approved laboratory, for adverse event investigations, by the Department, or by the certified patient or designated caregiver. Packaged marijuana products will be child-resistant, tamper-proof/tamper-evident, light-resistant, and in a resealable package that minimizes oxygen exposure.

Pricing: Prices will be set by the NYSDOH Commissioner who is authorized to set the per dose price of each form of medical marijuana sold at the dispensary. The Chief of Business Development will work with the Commissioner's office to establish prices that will be communicated to each dispensary.

Inventory Loss or Irregularities: Inventory control is critical in maintaining full compliance and integrity of sales. An inventory audit will be conducted at the close of each business day. The physical inventory is matched against the internal Point of Sale (POS) system and the State

tracking system. Discrepancies will be thoroughly investigated to identify where the loss occurred. All errors will be documented and additional training will be conducted to avoid future occurrences. If the discrepancy requires investigation, internal camera records will be reviewed and staff interviewed. Any suspected criminal activity pertaining to inventory shall be reported to the New York State Police immediately. Any inventory loss will be reported to the appropriate regulatory agency within 48 hours. This communication will include the corrective action taken to resolve the loss.

Closure Procedures: In the event that the Applicant elects to cease operation of all permitted activities at one, some or all of its dispensaries, the Applicant will notify the Department in writing at least 120 days prior to the anticipated date of closure of the facility or facilities. This written notice will include a closure plan and timetables, which will be subject to the Department's approval. No action will be taken to close any dispensing facility prior to Department approval of the closure plan. The plan will describe the procedures and actions the Applicant will take to: notify affected certified patients and designated caregivers of the closure; properly destroy, transfer or otherwise dispose of all medical marijuana products; maintain and make available to the Department all required records for a period of five years; and comply with any other Departmentally required conditions.

Patient Verification Protocols

Only patients and designated caregivers who have been certified by a registered practitioner, and who have received a registration identification card from the Department will receive dispensed medical marijuana.

The Applicant's dispensaries will only recognize practitioners who have registered and been approved by the Department. Similarly, Mindful Medical's dispensaries will only serve patients who have been certified by these registered practitioners, and only conditions defined in the Department's regulations. The patient must remain under the practitioner's continuing care for the approved condition in order to receive medical marijuana.

All patients of Mindful Medical's four dispensaries will be New York State residents or temporarily residing within New York State in order to receive Department authorized identification cards for the purposes of receiving medical care and treatment in New York State. A certified patient will be able to designate up to two caregivers, who must also be New York State residents. Caregivers will bring to the dispensary an identification card, indicating that the certified patient they represent has been registered with the Department. The information concerning the proposed designated caregiver will also be provided to the Department. If they do not do so on their own, dispensary staff will encourage certified patients to designate at least one caregiver. This is to protect the patient in case s/he becomes incapable of going to a dispensing facility for his/her approved medical marijuana product in the 7-day period before the patient's 30-day supply runs out.

Several measures and protocols will be employed to verify patient identification and prescriptions. First, upon entry into the dispensing facility, the Front Desk Manager will review all documentation and identification cards, to ensure compliance. The Front Desk Manager will also

confirm that the patient has not exceeded mandated purchase limits. Patient information will be verified with the State electronic system to confirm that the patient is in good standing. All employees will be trained to identify counterfeit identification cards. Additionally, the dispensary will employ *VeriScan* technology to validate the authenticity of identification cards.

Hard copies of all patient records/caregiver information will be kept secure. Employees will be trained on the requirements of the *Health Insurance Portability and Accountability Act* (HIPAA) and the *Patient Protection and Affordable Care Act* (PPACA). Compliance and patient confidentiality will be highlighted in this training. All sales will be tracked and documented in the applicant's Point of Sale (POS) system. As with the patient's hardcopy files, access to sensitive information in the POS system will be restricted.

Dispensing Record Keeping

All medical marijuana sales will be tracked in the company's POS system and/or the Department's electronic verification system. The following information will be recorded: the dispensary registration number; the dispensary staff's registration number; quantity, type, and strain of marijuana dispensed; identity and registration ID of the individual to whom the marijuana was dispensed; and the date and time of each transaction. In cases of denied service, all essential information will be recorded, including the dispensary registration number; the dispensary staff's registration number; identify and ID registration number of the individual denied; and the date and time of the denied service. Daily inventory and sales reconciliations will take place and each day's records will be sent by the Business Manager or the Inventory Manager to the Department at least once in every 24 hour period. Monthly inventory and sales audits will also be performed. There will be a strict protocol for the reporting of any discrepancies in sales and inventory recordkeeping; it is described in **Section 10, *Recordkeeping***, of the Operating Plan.

Dispensing Access Protocols

The dispensary will be tightly monitored. This includes access to the dispensary building/facility as well as access in all restricted interior rooms. Patients will be required to provide the necessary ID cards and registration materials to security prior to entering the facility. Patients will then register with the front desk staff prior to entering the dispensing room, a limited access area. Dispensary Assistants will advise one patient at a time. Assistants will check patient identification as a secondary check and explain approved medical marijuana usage, the types of strains, administration methods, dosages and responsible consumption.

No actual marijuana products will be on display in the dispensing room, only high-resolution images of dispensable products will be provided. Informational materials will be provided to assist the patient in making informed product selections. The patient's selections are then processed on the Point of Sale/Seed-to-Sale terminal and payment is provided at that time. The sale information is then transmitted to the restricted access inventory room where the inventory staff, with oversight by the Pharmacist or Inventory Manager, under the supervision of the Pharmacist, prepares the order. Upon completion, the Inventory Manager places the order in the exit packaging, which is always nondescript, sealed and opaque so that the nature of the package is not a target outside of the facility.

Storage of Product

All safes, vaults or other equipment or areas for storage of medical marijuana products will be secured and continuously monitored. Access to inventory vault(s) will be restricted and will be supervised overall by the Security Site Supervisor. Only the Site Supervisor, Pharmacist, Inventory Manager and Business Manager are allowed access or unless they supervise an entering inventory staff member. The storage room will be monitored for temperature and humidity to ensure product quality. The Inventory Manager will ensure that all stored products have not passed their expiration date; any expired product will be handled in the same manner as *returned* products (below).

Storage of Returns: Mindful Medical will secure the handling and record the storage of any returns of medical marijuana product previously sold from the Applicant's dispensaries. Each dispensary will document and investigate product returns, which will be stored temporarily in a delineated section of the dispensary's storage space. Medical marijuana product must be destroyed in compliance with NYS disposal regulations. Returned or unusable medical marijuana will be sent back to the manufacturing site for proper disposal, using the organization's secure product delivery transportation system. Records on returns and disposal will be kept at the dispensary, on the transport manifest and at the manufacturing site.

Access to the Dispensary

Facility access will be restricted and controlled. A detailed description of the comprehensive security systems and apparatus are described in the *Security and Control* Plan attached to this Operating Plan. Registered employees will only be allowed on the premises of his/her dispensing facility and must display the company staff identification card at all times. Certified patients or designated caregivers will be allowed into the facility upon display of their registry identification card, issued by the Department, to the entry way Security Guard. Other persons may enter the facility only if they have written authorization from the Department. Such authorized persons will not be allowed to enter until they obtain a visitor identification badge from a dispensing facility employee. A dispensing facility employee will escort and monitor the visitor at all times while the visitor is in the dispensing facility. The visitor identification badge shall be visible at all times. The dispensing facility will require the visitor to return the identification badge to a dispensing facility employee upon exiting the dispensing facility.

Visitor Log: The dispensing facility will maintain a visitor log, which shall include the name of the visitor, date, time and purpose of the visit. The visitor log shall be available to the Department at all times during operating hours and upon request. If an unforeseen circumstance, such as the need to bring a child, requires the presence of a visitor and makes it impractical for the dispensing facility to obtain a waiver, the dispensing facility will record in the visitor log, the name of the visitor, date, time, purpose of the visit and the facts upon which the access was granted.

MARIJUANA CULTIVATION STANDARD OPERATING PROCEDURE

Standard Operating Procedure Overview

The purpose of this manual is to define the policies and procedures for the Cultivation Department. All team members working in the Cultivation Department must follow these policies and procedures.

The Role of the Cultivation Department

The role of the Cultivation Department is to cultivate and manage the various stages of the marijuana plant's life, providing it with necessary nutrients, water, and lighting in an uncontaminated and clean environment.

Cultivation Department Administration

The Cultivation Department will operate on a daily basis, ensuring every plant receives the appropriate care. Plants will be inspected daily and cultivation team members will have clocked schedules and treatment instructions in order to fully tend to every flower.

Statement of Workplace Safety

The department has a robust and strict Comprehensive Job Site Safety and Health Program designed to protect patients, employees, and plants. This includes:

- A synthetic pesticide free IPM (Integrated Pest Management) plan
- Only pesticides, fungicides, and herbicides that are approved by the New York State Department of Agriculture and Markets are used
- All pesticide and chemical applications are performed by state and federally certified team members
- One applicator is permitted in the area being treated. Required signage as well as appropriate warning and evacuation of all other employees in the surrounding areas is posted
- All applications are logged in and tracked for proper management of the IPM and as a reference for future data collection
- All chemicals, dangerous or otherwise, is kept in properly labeled original containers in a locked and secure area, separate from marijuana or marijuana products
- MSDS sheets on all products, including those used for training, is kept on file for five years in a clearly labeled binder for the ease of accessibility of team members and the department upon request
- All employees with access to marijuana plants, applications or products are certified in food handling and those with direct plant access doing applications are certified pesticide applicators
- The Cultivation Department follows standard manufacturer safety guidelines
- The facility is properly equipped with eye wash stations, an emergency shower and mandated first aid stations
- All team members are trained in an Emergency Action Plan. The EAP is reviewed with team members a minimum of twice a year, emphasizing protocols and location specific information. The EAP's include, but are not limited to:
 - Hazard Communication Standard

- Fire Safety
- Chemical Safety
- Exit Routes
- Walking/Working Standards
- Medical and First Aid
- Machine Safeguarding
- Electrical Hazards
- Hearing Conservation program
- Use of Personal Protective Equipment (PPE)
- The facility manager is OSHA certified prior to reaching full build out
- The facility follows OSHA guidelines for Recordkeeping, Reporting and Posting
- The nearest hospital and urgent care unit is clearly identified in case of medical emergency or injury.

Staff Training Procedures

Training and continuing education programs are intended to foster growth and career advancement for our employees.

- **All employees are hired on a probationary basis**
 - Employees are provided with Marijuana Horticulture: The Indoor/Outdoor Medical Grower's Bible by Jorge Cervantes.
 - The first week of training is based on learning the plant life cycle and how to grow based on that life cycle.
 - New hires are trained on a chapter a day of Cervantes' book.
 - Select Cultivation Team Members and Processing Team Members may be sent to visit an operating facility, where they will observe medical marijuana propagation, cultivation, harvesting, and processing first hand.
 - Mindful is in the process of producing a training video series that will be accessible online. The video will be especially helpful to reinforce training and on the job feedback on specific protocols.
 - All employees will be ServSafe certified.
 - All employees are trained in standard operating procedures, with hands-on audit-based training conducted on an on-going basis.
 - Employees with mandated and necessary certifications (including OSHA Certifications) will receive any and all continuing education courses to ensure continued certification or licensure.
 - Experts and vendor trainers are identified by Chief of Manufacturing and Facilities to hold in-house training days on a regular basis for all production employees, as well as key conferences and seminars for qualified employees.
 - A core part of operations is process training that utilizes ISO 9001, Six Sigma Process Management, and Good Manufacturing Practices (GMP).
 - Direct Supervisors evaluate team members after 90 days of initial employment. If determined that a team member is a good fit, works collaboratively with fellow team members and demonstrates the ability to perform assigned tasks, the team member is hired in a permanent capacity.

- **Training for Permanent Employees**
 - Provide a copy of Cannabis: Evolution and Ethnobotany by Robert C. Clarke and Mark D. Merlin. This is recognized as the textbook for the cannabis industry.
 - Significant training workshops modules on the origins, history, uses, breeding, taxonomy, and biology of this plant are held in conjunction with assigned readings in this text.
 - Direct Supervisors evaluate team members once a quarter. A variety of incentive packages are made available to team members after six months of employment.

In addition to in-house training, the Applicant will encourage employees through reimbursement of 50% of costs of qualifying continuing education courses upon successful completion of said courses. Courses will need to be pre-approved based on whether they will demonstrably advance employee understanding and knowledge in their specific job or within the industry.

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

DISPENSING QUALITY ASSURANCE PLAN

Dispensary Quality Assurance Plan (DQAP)

Mindful Medical will maintain a methodical system of quality assurance and oversight for its dispensary facilities, products, service, security and staff. At its Colorado dispensaries, Mindful CO sustains a rigorous quality control plan and is noted for careful dispensing and sale operations. Mindful Medical will implement its *Dispensary Quality Assurance Plan (DQAP)* in order to facilitate full compliance with State rules and regulations by the organization's dispensaries, ensuring that activities meet or exceed NYS standards for dispensing medical marijuana, recordkeeping, staff performance and operational activities. The DQA Plan System involves administrative supervision of operational procedures, and staff behaviors and training. It allows for Department review and monitoring of dispensing procedures, patient complaints and any adverse effects from dispensing medical marijuana.

The company's *Quality Assurance (QA) Officer* will oversee the implementation of the Dispensary Quality Assurance Plan throughout all levels of the organization. The QA Officer will evaluate that the organization's compliance control practices and procedures are sufficient, effective and followed by all levels of staff in the dispensing (and manufacturing) facilities. S/he will be trained and experienced in quality assurance and control procedures, enabling Mindful Medical to maintain high quality of product and dispensing operations. S/he will ensure that QA records will be maintained for a period of five (5) years and will be available to the Department upon request. Additionally, the QA Officer will supervise the quality of product marketing at dispensaries, ensuring that all advertisements will be submitted to the Department for approval before use.

The licensed on-site *Pharmacist* to be hired by Mindful Medical will utilize connections with the New York University Pharmacy Department. The company's *Chief Medical Officer, Dr. Ron Goldenberg*, an [REDACTED],

[REDACTED] The Doctor will seek out high quality pharmacists through his association with [REDACTED], ensuring that Mindful Medical's on-site dispensary Pharmacists will be highly qualified and suitable to manage a medical marijuana dispensary. Each Pharmacist will direct activity within the dispensary facility. Specifically, for quality assurance, s/he will oversee the Business Manager's quality control activities, and the Inventory Manager's inventory control, as described below, ensuring that DQAP procedures are followed in his/her dispensary. The **Business Manager** will administer the process of documenting errors, returns and complaints to ensure that no product is diverted or lost and patients receive appropriate medical marijuana.

The DQA Plan will ensure that dispensaries receive precise medical marijuana deliveries, identify and prevent mistakes in storage, identify and prevent errors in dispensing, verify staff and client credentials, oversee facility and patient timelines, implement policies to investigate complaints and adverse events, and ensure that medical marijuana products are dispensed correctly to the certified patients and designated caregivers listed on the prescriptions. Daily and monthly record reconciliation will highlight any discrepancies and allow dispensary administrators to detect and

identify dispensing errors.

Quality Assurance Policies and Procedures

Receipt of Products: So that each dispensary receives the correct approved medical marijuana product, the Inventory Manager will inspect each delivery of medical marijuana from the manufacturing facility. S/he will check for accuracy, comparing every container with the shipping manifest as well as the dispensary's original order for product. S/he will verify that each container has passed product quality testing at the (approved) laboratory; certify lot identifiers, number of packages and brands; and confirm that package seals are intact.

Product Storage: In order to ensure that the dispensary's medical marijuana inventory is safeguarded on the registered dispensary premises, the Inventory Manager will supervise storage of products. S/he will ensure that storage areas are secure; are located in a restricted access area; and will supervise regular inspection and tracking. Secure storage will also involve daily counting of the numbers of the product on hand, which will be reconciled with the electronic inventory control (Point of Sale or Seed-to-Sale) system. In addition, the Inventory Manager, under the supervision of the Pharmacist, will be responsible to inspect monthly that containers of medical marijuana are unopened and that expiration dates are not outdated.

Returned or Unusable Product: Returned or unusable medical marijuana, whether due to dispensing errors, complaints or adverse events, will be sent back to the manufacturing site for retesting and regulated disposal using secure product delivery transport. Records on returns will be kept at the dispensary, including the return transport manifest; disposal records will be held at the manufacturing site, which will manage the actual disposal process. If patients no longer wish to possess medical marijuana, the Business Manager and Pharmacist will remind them that they, patients or caregivers, must themselves dispose of the product in their possession no later than ten calendar days after the expiration of the patient's certification, if the certification is not renewed, or sooner should the patient no longer wish to possess.

Dispensing Quality Assurance

Supervised by the Pharmacist, the Inventory Manager will oversee the dispensary's medical marijuana inventory management system, MJ Freeway's ***Gram Tracker***, and/or the State's ***Seed-to-Sale*** system, as required by the Department. In addition to tracking sales, the system will also be used to track quality assurance indicators, including, but not limited to: dispensing errors, product expiration dates, patient prescription expiration dates, product returns, patient complaints and adverse events. The system enables the dispensary to retrieve these records by, for example, subject, date, client name and dosage.

Dispensing Procedures: Approved medical marijuana is dispensed under the careful supervision of the Pharmacist, who is assisted in dispensary management by the Business Manager. Product will only be dispensed if the identity, and the validity of the registry identification card of the certified patient or designated caregiver is verified. Recordkeeping will be meticulous and regulatory compliance will be stringent to identify dispensing errors or inventory discrepancies. Specific information on the ID card and the Practitioner's prescription will be reviewed and entered

into the dispensary's electronic POS system. All patients/caregivers will receive personal guidance and information about their brand, dose and administration device(s), as prescribed by the Practitioner. Meticulous records will be kept for each patient/caregiver and dispensing activity. (See Also **Preventing Dispensing Errors** below.)

Product Returns or Complaints: The Business Manager will manage procedures involving medical marijuana returns and patient complaints. S/he will investigate and fully document the specific reasons and patient information for each return and each complaint. If any return/complaint involves a problem with a specific brand or administration method, the Pharmacist will be available to confer with the patient/caregiver. If questions arise regarding the original prescription, the Pharmacist will contact the patient's registered Practitioner.

Adverse Event Protocols: The Business Manager will investigate and document any adverse events at his/her dispensary, to include, but not limited to, incidents of contamination, brand inconsistency, e.g. a fire or break-in at the dispensary and/or other incidents described as "adverse" by the Department. The primary goal is to protect the health, specifically of certified patients, and, overall, of the community. Thus, the Business Manager, in conjunction with the Pharmacist, will ensure that all adverse events and total recalls will be reported to the Department within 24 hours of their occurrence. At the same time, s/he will contact Mindful Medical's Quality Assurance Officer who will review the event issues, oversee the post-event protocols and subsequent corrective actions.

Preventing Dispensing Errors

Mindful in Colorado has five years of experience in establishing a dispensing system that prevents dispensary errors. In Colorado, Mindful had an excellent quality assurance record using MJ Freeway Business Solutions' *Gram Tracker* system, an industry business platform to manage medical marijuana patient records. *Gram Tracker* includes Point of Sale, Patient Management and Inventory Management components which proved very reliable and effective, along with staff oversight, in preventing dispensing errors. Since New York State will be providing a similar system for registered dispensary organizations, Mindful Medical will use NYS's Seed-to-Sale inventory and tracking management system.

To prevent identity mistakes, Mindful Medical will use a multi-tiered identity and inventory control system. Each dispensing transaction will be tied to inventory recordkeeping, which will allow the dispensary to detect, identify and prevent dispensing errors to a fraction of a gram. Throughout the dispensing process, the identity and registration of the certified patient or designated caregiver will be checked several times: first by the entry front-desk staff, who checks and records pertinent data, including, but not limited to, the patient's/caregiver's NYS medical marijuana registry ID number, a photograph proof of identify, and his/her contact information; secondly, by the Dispensing Assistant, who, working under the supervision of the Pharmacist, reviews prescription details and the chosen product's insert information with the patient or caregiver; and lastly, by the Point of Sale staff member, who, under the Pharmacist's supervision, receives payment and gives the prescribed medical marijuana to the patient/caregiver.

To prevent dispensing errors of any kind, all purchases will be recorded under the patient's name

and registration ID card number. The dispensing date and time and staff ID will also be recorded. Any recommendation or limitation by the practitioner as to the form or forms of medical marijuana or dosage for the certified patient will be entered into the dispensary's POS system and reviewed by the Pharmacist, and/or a Dispensing Assistant under his supervision, before any order for medical marijuana is requested from Inventory Management staff. In addition, all medical marijuana orders will be double checked by the Inventory staff before the sale. This second person will review to ensure that orders correctly match the prescription, patient and order request.

The Pharmacist and Dispensing Assistants will ensure that a patient/caregiver is not given more than the maximum allowed dosage at any time. The Inventory staff will also check each dispensing request to ensure that each prescribed dosage or combination does not have more than 10 mg of THC, and that no patient will receive an amount greater than a thirty (30) day supply of medical marijuana, unless the certified patient has exhausted all but a seven (7) day supply provided as a result of a previously issued certification. Denials of sale will be tracked with the patient's name, the date/time this occurred and the reason for denial.

Staff training: The Quality Assurance Officer and the Head of Dispensary Operations will develop training for dispensary staff explaining quality assurance protocols and best practices. The Business Manager of each dispensary will implement and supervise the training. Topics to be discussed will include, but are not limited to, DQAP protocols, patient safety, recordkeeping, and adverse events procedures.

The Pharmacist and Business Manager will ensure that all dispensing assistants are thoroughly trained. Quality Assurance protocols will be explained. Staff will learn how important it is to visually inspect medical marijuana registry identification cards and various forms of photo identification; to never dispense medical marijuana to any patient or caregiver that does not physically present his/her registry identification card; that the prescription must be valid and within proper timeframes; and that the dispensed product completely matches the prescription. The dispensary will utilize electronic driver's license ID scanners to prevent the fraudulent use of another person's identification. Special case scenarios will also be reviewed, such as the issue of one-year certification expiration dates being excused when a patient is terminally ill.

The *Dispensary Quality Assurance Plan* is designed to regulate and monitor exemplary practices for dispensing medical marijuana to benefit vulnerable and ill clients. The health and welfare of each patient, as well as the management of his/her pain in a controlled setting, is the primary objective. Mindful Medical is confident that its administrators will utilize their knowledge and experience to create and operate a thorough and robust quality assurance system that will detect, identify and prevent dispensing errors. The Quality Assurance Officer, Head of Dispensary Operations, and each on-site Pharmacist and Business Manager will have the proficiency and aptitude to implement and supervise an effective multi-faceted quality assurance system.

RETURNS, COMPLAINTS, ADVERSE EVENTS AND RECALLS

Policy for Returns, Complaints, Adverse Events and Recalls

Rigorous procedures are in place to investigate and document all returns, complaints, and adverse events, as well as recall, re-test, store and ultimately dispose of any manufactured medical marijuana products that are deemed suspect or not compliant with mandated regulations. Every complaint and return will be documented and addressed immediately. Each will be brought to the attention of the Quality Assurance Officer who will be solely responsible for investigation and resolution of the issues across all systems. S/he will maintain close communication with the Department, notifying them within 24 hours of any returns, complaints, adverse events and/or recalls.

Policy for Recalls

The Applicant will conduct a recall of a product or products in the event of: 1) A mandatory recall requested by the Department; 2) A substantiated and confirmed complaint by a customer which is verified as suspect or hazardous through testing ; 3) A voluntary recall due to defective packaging or labeling, or a product that has been identified to have a health or safety concern not specified by the Department, or 4) A failed laboratory testing that may pose a health safety concern due to microbial or other adulterations, i.e. *Microbes, Mycotoxins, Solvent Residues*.

Procedures for Return, Complaint, Adverse Event or Recalls

In order to ensure 24/7 consumer safety and trust, a toll free recall number will be clearly printed on the label of each approved medical marijuana product. Provision will be made for emergency paging of an officer in charge should there be a true emergency. Patients may also come to their individual dispensary with a return. When a patient relates a complaint or return, the reason for the action will be recorded along with the name of the patient, the date and the staff person to whom it was related. The Quality Assurance Officer will be notified immediately. S/he will de-brief the patient and/or caregiver, and then consult with the certified physician and dispensing Pharmacist to determine whether the complication was due to a non-product related cause, e.g., incorrect dosage, improper administration. If a different cause is identified, it will be recorded in the complaint file. If no external cause was found, the product will be tested.

Product Re-Testing

A sample of the product will be expedited to an independent laboratory and tagged with a unique identifier for clear reference. A sample of the product will be retained for examination by the Department. If, upon retesting, the product is found to be consistent and in compliance with all State regulations and Mindful Medical specifications, the result will be noted in the records and the patient will be counseled by the dispensing Pharmacist with support of the Quality Assurance Officer, if necessary. If the product is found to be faulty, whether due to contamination, inconsistent cannabinoid profile or other problem, the Department will be notified, and recall and hold procedures will be enacted immediately. Such products will be returned to the manufacturing facility and will be disposed of in a way that renders them unusable, as per below.

Recall Parameters and Procedures

Product Identification

In the event of a recall, the following information will be obtained by Site Management: product identity (lot, code date, serial number); description of defect; date; circumstances under which defect was found; evaluation of risk; production quantity; and estimated quantities of distribution. The most effective and efficient recall strategy will be determined and executed. Assessment of production quantities and amount and destinations of product shipped will be made and an immediate recall will be carried out.

All products in processor control will be placed in quarantine and proper hold procedures will be followed. Any existing material within the manufacturing facility or dispensaries will be placed on hold. If feasible, transports with recalled material will be canceled. Otherwise, the recalled products will be flagged and the receiving dispensaries will be notified that the incoming product is to be immediately quarantined.

Recall Protocols

- **NOTIFICATION** - The Quality Assurance Officer will notify the Department about complaints, adverse events and recalls within 24 hours.
- **CONDUCT TRACEABILITY PROCEDURES** - Records will be consulted to check for and reconcile any deviations or discrepancies that have occurred. All product and materials affected by this deviation may be considered potentially hazardous and will be quarantined and disposed of as mandated.
- **RECALL WINDOW** - The Quality Assurance Officer will determine if the incident is isolated to a specific lot or if there is potential for distribution among other lots, products and/or ingredients. In the event that the recall is a result of contamination, s/he will attempt to pinpoint the manufacturing juncture at which the product was adversely affected.
- **DEPTH OF RECALL** – Thorough tracing will determine how deep the recall is within the supply chain and the extent to which the recalled product was disseminated (warehouse, dispensaries, patients/ caregivers). This will be accomplished through the Product Traceability Worksheet (see below).
- **EFFECTIVENESS CHECK** - Site Management will initiate specific checks with each dispensary to confirm that proper removal of the product is carried out. This will include the reconciliation of the total amount of the recalled product received by the dispensary, the quantity sold to individual recipients, and the remainder in storage. The identity of the recipients will also be documented. All dispensaries, staff, patients and caregivers who received the faulty product will be notified immediately via phone and e-mail. A recall notification also will be posted on the Applicant's website. Recipients will be asked to confirm in writing that they were notified of the recall.
- **REPLENISHMENT AND REIMBURSEMENT** - Site Management and the Quality Assurance Officer will identify specific lots that may be available for replacement. Customers will be reimbursed for any material that cannot be replaced.

- **PRODUCT DISPOSAL** - Disposal methods will ensure that all recalled material are destroyed in a manner that renders it completely unusable and prevents further circulation.

Quarantine Procedure

Mindful Medical New York will place recalled items in quarantine as mandated by the Department. A "QUARANTINE" tag will be applied to the pallet or container of the product. The "QUARANTINE" tag will include the: brand, lot number, amount of product held, reason for holding, final product disposition and the contact responsible for final disposition and date. The quarantined products will not be transported, distributed or dispensed without express approval from the Department. Product Holds that may pose a safety or cross-contamination threat will be segregated from other product in the storage bay and placed in the quarantine area. All products that are placed on hold will be reported to identify corrective actions, preventative measures and root cause.

Disposal Procedure

The Applicant will grind and shred all recalled or contaminated product plus waste plant material with grow medium (recycled coconut husk), rendering them unusable and unrecognizable. If not contaminated, the ground waste material will be composted and eventually used as a soil additive. If contaminated, the waste material will be disposed of in ways recommended by the Department.

Product Traceability Worksheet								
Product Name and ID Number								
Reason for Recall								
Dispensary Name	Location	Contact Name	Phone Number	Shipping Date	Quantity Shipped	Quantity to Recall	Quantity Accounted For	Returned or Destroyed
Total:								

PRODUCT QUALITY ASSURANCE

Product Quality Assurance Protocols

To ensure a safe, consistent and quality product, the Applicant has established rigorous seed to sale product quality assurance protocols, including Inventory Control and Traceability, Laboratory Testing and Approval, and Documentation and Recording. As outlined in the operating plan, the Applicant will utilize protocols to ensure the product is manufactured in a safe and sanitary manner. These protocols will be overseen by the Quality Assurance Officer.

Inventory Control

Inventory of all materials will be tightly controlled throughout the production process. The control processes include a comprehensive inventory system that ensures that all materials and products are accounted for, whether saleable or scrap.

A 4 Tier Process will cover the complete inventory management experience, to track and reconcile inventories, investigate discrepancies and correct or prevent future actions.

Tier-1 In Process

While discrepancies may be identified through the final review of inventory after it has reached its final storage location, the Applicant will nevertheless deploy quality assurance procedures to be able to identify potential discrepancies mid-process. This early detection system will allow for reconciliation and corrective action at the initial stages of production.

Daily reporting sheets from various points throughout the manufacturing facility will be submitted for entry into the inventory management system.

Inventory quantities per item are increased by receipts of new inventory into each storage area by way of outside delivery of packaging and ingredients; internal delivery of plants received by the cultivation center; or the production of extraction and finished products. Inventory quantities per item are reduced by reported quantities associated with specific units operations and the loss from those operations, which is expected in every manufacturing process.

The Applicant will employ a simple algorithm based on estimated losses per unit operation. The algorithm will monitor the inventory losses, and if loss values exceed pre-defined estimates, a discrepancy investigation will be initiated.

Tier-2 Daily Physical

Daily physical inventory counts will be performed on all Active Lots which have been added or removed from the extract and finished goods warehouse. Finished products on Hold, that are awaiting laboratory approval, will also be counted. This physical inventory count will serve as a second level validation point for the quantities which are reported daily via batch and production records. This will allow for reconciliation and corrective action on a daily basis.

Tier-3 Cycle Counting

As an additional safeguard, a cycle count program will be employed for all inventory within the facility. The cycle count program is based on an ABC Analysis method, which categorizes inventory into three distinct groups.

Tightly Controlled (extracts and finished products)

Less Tightly Controlled (other ingredients)

Simplest Control (packaging)

A discrepancy investigation can be initiated, utilizing information from the Tier-1 and Tier-2 identification processes.

Tier – 4 Full Physical

A full physical inventory will be performed on all category A and B materials every 6 months. A full physical inventory will be performed on all category C materials every 12 months. This final inventory check will serve as a concluding validation of the previous 3 Tiers.

Traceability

Traceability is critical to every part of the process. The Applicant will use Radio-frequency identification (RFID) tags in order to track the product throughout the entire production process, from seed and clone through final distribution. The RFID tags will enable the Applicant to closely monitor every movement and step within the production process.

Internal tracking tags utilizing RFID technology will be generated for each plant, and allow for the precise identification of any product. In instances where an issue of contamination may arise, or a recall is required, the RFID tracking system will allow for the pinpointing of the source for any problems.

Laboratory Testing and Approval

The quality assurance officer will initiate protocols for testing, to ensure standardization and safety. All testing will be conducted by an independent laboratory approved by the Department.

Testing will ensure the purity and homogeneity of the materials, to ascertain a uniform cannabinoid profile. The Applicant will also utilize an approved laboratory to perform state mandatory tests and ensure that that the product contains no biological or chemical contaminants.

State Required Extraction Testing

Laboratory testing will include the following analytes: E. coli, Klebsiella, Pseudomonas (for products to be vaporized), Salmonella, Streptococcus, Bile tolerant gram negative bacteria, Aspergillus, Mucor species, Penicillium species, Thermophilic Actinomycetes species, Aflatoxin, Ochratoxin, Antimony, Arsenic, Cadmium, Chromium, Copper, Lead, Nickel, Zinc, Mercury.

The laboratory will also test any pesticide/herbicide/fungicide used during production, any growth regulator used during production, and any other analyte as required by the commissioner.

Standardization Testing

The Applicant will test each batch of product for standardization of THC and CBD levels according to the specific product type. Each batch will have a total THC and total CBD concentration that is within 95% to 105% of the specified batch.

Water Quality Testing

The Applicant will also conduct testing of the water filtration system to ensure proper functionality and reduce the likelihood of water-borne contaminants.

Product will only be released once the results from the approved laboratory pass. In the event the product fails, samples will be sent to a second laboratory to verify the results. Batches that fail

testing by both laboratories will be deemed unusable, and disposed of according to the Trace and Recall Policy.

The Applicant will provide the Department with a summary of quality assurance testing results for the prior year. The summary will include, but is not limited to, the percentage of lots of each brand and form which passed all required testing, the percentage of lots which failed required contaminant testing, the percentage of lots which failed brand requirements, all recalls of product lots and all adverse events reported.

Approved product samples will be submitted to the Department upon request. A subset of each lot of the product will be retained for at least two years to allow for future testing. Each lot will retain a statistically representative number of samples to allow for multiple future tests. This subset will maintain its tracking information to identify it as belonging to a specific lot, and be stored in its unopened, original packaging.

Corrective Action

In the event of contamination, the Applicant will take appropriate corrective and preventative action.

Documentation and Recording

The Applicant will document all materials used in manufacturing the product, to allow for tracking of the materials. This includes, but is not limited to, soil, soil amendment, nutrients, fertilizers, pesticides, fungicides and herbicides.

The Applicant will also document the production records for cultivation, manufacturing, packaging and labeling of the product, as well as the laboratory testing results. The Applicant will document and maintain all shipping manifests for a 5 year period.

RECORDKEEPING

To ensure accuracy and accountability, the Applicant has established procedures and systems for record keeping and record retention. Records will be maintained for every stage of the process.

The Quality Assurance Officer, in conjunction with company executives and management, will oversee recordkeeping systems. The Applicant will utilize the “Seed to Sale” system as chosen by the Department. Staff members will be trained in recordkeeping procedures, as appropriate.

The Applicant will maintain accurate records for a period of five years. These include records and documents related to business and financing, product materials, manufacturing, inventory, lab testing, security and disposal. In addition, the Applicant will supply any records and documents which will allow the Department to calculate an adequate evaluation of the proposed product prices.

Department Access

The Applicant will allow access by the Department’s authorized representatives to records, books and facilities for monitoring, on-site inspection, audits and reviews. The Applicant will present requested records to the Department in a timely manner to assess compliance with NYS regulations.

Records Access And Storage

Security protocols will establish data access controls of all records. Records will be maintained in electronic/ digital formats and backed up according to regulations. Computer security will ensure that only authorized employees gain access to the records, as needed.

Hard copies of records will be maintained in a secured area for five years. The most recent two years of records will be maintained on-site, while the remaining three years will be stored in retention centers. Electronic files will be backed up regularly, on hard drives and/or the cloud, with disaster recovery plans in place. In case of closure, all records will be preserved for 5 years at a location known to the Department.

Types Of Records

Business And Financial Records

The Applicant will maintain accurate business, management and financial records of written or electronic information, including: bank statements, journals, ledgers, checks, invoices and vouchers, employee files, Accounts Receivable and Accounts Payable, payroll records, contractual files, assets and liabilities, monetary transactions, and other financial accounts.

Financial statements will be completed in accordance with generally accepted accounting principles.

Manufacturing Records

Cultivation and Harvesting Processes

Records of cultivation of the various stages of marijuana plant life and daily plant inspections, including all nutrient, pesticide and chemical applications, with the MSDS sheets of all products. The Applicant will maintain records of the harvesting and drying process, including plant weight at harvest, weight after trimming waste products, and recorded weight of dry bud material.

Materials

Documentation of all materials used in manufacturing the product, including but not limited to, soil, soil amendment, nutrients, hydroponic materials, fertilizers, growth promoters, pesticides, fungicides and herbicides.

Extraction and Production Records

Records of cultivation, manufacturing, packaging and labeling. This includes comprehensive records of raw material weight, type of raw material, final product weight, product type, batch number, date and time of storage, for plant processing, extraction, production and shipping of all materials and products.

Inventory Control Records

Records of the 4 Tier Process (See Section 9 Product Quality Assurance) which covers the complete inventory management experience, to track and reconcile inventories, investigate discrepancies and correct or prevent future actions. Inventory review is conducted In Process, Daily Physical, Cycle Counting and Full Physical.

Laboratory Records

Documentation of all products and samples submitted to approved laboratories for testing, and the results of the laboratory testing.

Delivery and Transport Records

Records of product delivery to Department-licensed dispensing facilities, including shipping manifests for each transport and confirmation of container serial numbers. The Applicant will maintain records of products received by dispensary staff, with a confirmed receipt.

Security and Surveillance Records

Records of security tests to ensure that all security equipment is in full operating order. Continuous video records with twenty four hour recordings, with a time and date stamp.

Disposal Records

In the event the product must be destroyed, the Applicant will follow the Department's regulations for disposal and document the disposal process. Records will include the product's strain, variety, quantity, batch number, reason for destruction and method of disposal.

Theft, Loss, Diversion Records

Each incident or alleged occurrence involving theft, loss or possible diversion of product or materials will be fully documented and promptly reported to law enforcement and the Department.

Recall Records

Records of mandatory recalls requested by the Department, confirmed complaints by the customer, voluntary recalls by the manufacturer or recalls due to failed laboratory testing. The Applicant will investigate and document each recall event, along with the reason for the action.

Records in Event of Closure

In the event that the Applicant elects to cease operations, the Applicant will maintain and make available to the Department all required records for a period of five years.

Percentages of Ownership in Mindful Medical New York, LLC

The Applicant, Mindful Medical New York, LLC, is owned 49.3% by RAM Holdings, LLC and 49.3% by New York Canopy Venture Group, LLC. The remaining [REDACTED] % of Membership Interest is held by Class B Non-Voting Members, as specified below. New York Canopy Venture Group, LLC is owned 100% by Meristem Partners, LLC.

RAM Holdings, LLC, Percentages of Ownership in Applicant

Mathew Kibble	=	[REDACTED]	%
Ron Goldenberg	=	[REDACTED]	%
Mike Dolan	=	[REDACTED]	%
Mathew Tollin	=	[REDACTED]	%
Bartlett Witherspoon	=	[REDACTED]	%
Barry Frankel	=	[REDACTED]	%
Mark Justh	=	[REDACTED]	%
Tom Donahue	=	[REDACTED]	%
Total	=	49.3%	

Meristem Partners, LLC Indirect Percentages of Ownership in Applicant

Kevin Daly	=	[REDACTED]	%
Meg Sanders	=	[REDACTED]	%
Pat Pericak	=	[REDACTED]	%
Erik Williams	=	[REDACTED]	%
Charles Feldmann	=	[REDACTED]	%
Jeff White	=	[REDACTED]	%
Tom Regan	=	[REDACTED]	%
Mark Frechette	=	[REDACTED]	%
Total	=	49.3%	

Class B Members Percentage of Ownership in Applicant

John Mulvaney	=	[REDACTED]	%
Carlos Gallego	=	[REDACTED]	%
Total		[REDACTED]	%

STATE OF NEW YORK
DEPARTMENT OF STATE

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



WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 20, 2015.

A handwritten signature in black ink that reads "Anthony Giardina".

Anthony Giardina
Executive Deputy Secretary of State

ARTICLES OF ORGANIZATION
OF

Mindful Medical New York, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

Mindful Medical New York, LLC

SECOND: The county, within this state, in which the office of the limited liability company is to be located is NEW YORK.

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

InCorp Services, Inc.
One Commerce Plaza
99 Washington Ave. Suite 805-A
Albany, NY 12210-2822

FOURTH: The limited liability company designates the following as its registered agent upon whom process against it may be served within the State of New York is:

InCorp Services, Inc.
One Commerce Plaza
99 Washington Ave. Suite 805-A
Albany, NY 12210-2822

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.

/Neil A. Salyards/, Legal Counsel (signature)

New York Canopy Venture Group, LLC ,
ORGANIZER
P.O. box 511
Wilmington, DE 19899

State of New York } ss:
Department of State

I hereby certify, that MINDFUL MEDICAL NEW YORK, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 05/20/2015, and that the Limited Liability Company is existing so far as shown by the records of the Department.



*WITNESS my hand and the official seal
of the Department of State, at the City of
Albany, this 20th day of May two
thousand and fifteen, at 12:00 PM.*

A handwritten signature in black ink, reading "Anthony Scardino".

Executive Deputy Secretary of State

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Division of Corporation's Document Authentication Website at corp.dos.ny.gov

RESTATED OPERATING AGREEMENT
MINDFUL MEDICAL NEW YORK, LLC
A New York Limited Liability Company

WHEREAS, MINDFUL MEDICAL NEW YORK, LLC, a New York limited liability company (the "Company"), was formed pursuant to the New York Limited Liability Company Law, §201, et seq. (the "Act"), by the filing of Articles of Organization with the New York Department of State with an effective date of May 19, 2015 (the "Articles"). The rights and obligations of the Company and the Members (defined below) are provided in the Articles, as may be further amended from time to time, and this Restated Operating Agreement (the "Agreement").

WHEREAS, this Agreement is made and entered into effective as of the May 26, 2015, by the Company and among those persons whose names and signatures are set forth below (all of the foregoing are hereinafter sometimes referred to as the "Class A Member" or "Class A Members"), and shall supersede and replace any previous operating agreements of the Company, which shall no longer be of any force or effect. The Company shall offer Class B membership interests in the future, and the parties who purchase such interests shall become parties to this Agreement by executing a joinder and such interests will be set forth in Exhibit A (each a "Class B Member" and collectively, the "Class B Members", and together with the Class A Members, the "Members").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Members agree as follows:

ARTICLE I
DEFINITIONS

When used in this Agreement, the following capitalized terms shall have the meanings provided below:

1.1 "Act" means the New York Limited Liability Company Law, §201, et seq., as amended from time to time.

1.2 "Affiliate" or "Affiliate of a Member or Manager" means any Person under the control of, in common control with, or in control of a Member or Manager, whether that control is direct or indirect. The term "control," as used herein, means, with respect to a corporation or limited liability company, the ability to exercise more than fifty percent (50%) of the voting rights of the controlled entity, and with respect to an individual, partnership, trust, or other entity or association, the ability, directly or indirectly, to direct the management or policies of the controlled entity or individual, pursuant to the conditions and requirements as set forth in this Agreement.

1.3 "Agent" or "Manager's Agent" shall mean an Agent fulfilling the duties of a Manager under a Manager's Power of Attorney ("MPOA") who is not elected by the Members or selected by the Board of Managers as provided in Article IV, below.

1.4 "Agreement" shall mean this Agreement, as amended from time to time, and shall supersede and replace any previous operating agreements of the Company, which shall no longer be of any force or effect.

1.5 "Articles" means the Articles of Organization initially filed with the New York Department of State with an effective date of May 19, 2015, forming the Company.

1.6 "Assignee" means a person who has acquired a Member's Membership Interest in the Company, by way of a Transfer in accordance with the terms of Article VII of this Agreement, but who has not become a Member.

1.7 "Assigning Member" means a Member who by means of a Transfer has transferred a Membership Interest in the Company to an Assignee.

1.8 "Bankruptcy" means, with respect to any Person, being the subject of an order for relief under Title 11 of the United States Code, or any successor statute or other statute in any foreign jurisdiction having like import or effect.

1.9 "Capital Account" means the amount of the capital interest of a Member in the Company, consisting of the amount of money, the fair market value of future services to be contributed to the Company as may be determined by the Board of Managers, and the fair market value, net of liabilities, of any property initially contributed by the Member, as (1) increased by any additional contributions and the Member's share of the Company's profits; and (2) decreased by any distribution to that Member as well as that Member's share of Company losses.

1.10 "Capital Contribution" means the total amount of money, the fair market value of future services to be contributed to the Company as may be determined by the Board of Managers, and the fair market value, net of liabilities, of any property contributed by the Members to the Company.

1.11 "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision of any succeeding revenue law.

1.12 "Company" means Mindful Medical New York, LLC, the entity formed in accordance with this Agreement and the Articles, and in accordance with the rules and laws of the New York Department of State and legislature.

1.13 "Company Minimum Gain" shall have the same meaning as set forth for the term "Partnership Minimum Gain" in the Regulations section 1.704-2 (26 C.F.R. § 1.704-2).

1.14 "Departing Member" means any Member whose conduct or circumstance results in a Dissolution Event or who withdraws from the Company in accordance with Section 5.3, where such withdrawal does not result in dissolution of the Company.

1.15 "Dissolution Event" means, with respect to any Member, one or more of the following: the death, resignation, retirement, expulsion, bankruptcy, or dissolution of any Member.

1.16 “Distribution” means the transfer of money or property by the Company to the Members.

1.17 “Fiscal Year” means the Company’s fiscal year, which shall be the calendar year.

1.18 “Guardian” means an individual at least twenty-one years of age, resident or non-resident, who has qualified as a guardian of a minor or incapacitated Member or Manger pursuant to appointment by a court of competent jurisdiction. The term includes a limited, emergency, and temporary substitute guardian with the powers conferred by the court.

1.19 “Incapacity” means that a Manager is unable to execute a Manager’s duties described herein, if a court determines that a Manager is unable to do so, or if a licensed physician certifies in writing that, in their opinion, a Manager is unable to execute a Manager’s duties. Recovery from disability or incapacity shall be established by the same manner, or a Manager’s self-certification, at the sole discretion of the permanent Board of Managers.

1.20 “Legatee” means the person named in a testamentary instrument to take personal possession of a decedent Member’s Membership Interest(s).

1.21 “Majority Interest” means the interest of the Members holding greater than fifty percent (50%) of the total Membership Interests held by all the Members entitled to vote, and in the case of the Managers, those votes cast greater than fifty percent (50%) of a quorum.

1.22 “Manager”, “Managers”, or “Board of Managers” means the Person or Persons designated as such in Article IV.

1.23 “Member” means each Person who (1) has been admitted into membership in the Company; (2) executes or causes to be executed this Agreement and any subsequent amendments thereto, joinder, and, if necessary, a Company Subscription Agreement, Private Placement Memorandum and/or related SEC exempt investor documents, and any other documents requested by the Company that it deems necessary in its sole discretion to conduct business; and (3) has not engaged in conduct resulting in a Dissolution Event or terminated membership for any other reason. Notwithstanding anything to the contrary contained in this Agreement, only the Class A interests shall have voting rights, and the Class B interests shall not have the right to vote on any matter that is submitted to a vote of the Members except as expressly provided in the Act.

1.24 “Member Non-recourse Debt” shall have the same meaning as set forth for the term “Partnership Non-recourse Debt” in Regulations section 1.704-2 (26 C.F.R. § 1.704-2).

1.25 “Member Non-recourse Deductions” means items of Company loss, deduction, or Code section 705(a)(2)(B) (26 U.S.C.A. § 705(a)(2)(B)) expenditures which are attributable to Member Non-recourse Debt.

1.26 “Membership Interest” means the interest of a Member in the Company, including a Member’s Capital Account interest, any interest in Profits and Losses and the rights to receive distributions as well as the other rights of a Member, including the right to vote and

participate in management, if applicable. A Member's Membership Interest shall be expressed as a percentage which shall equal the ratio that the value of the capital contributions made by the Member bears to the capital contribution of all Members. Voting Rights shall correspond to such ratio, and Membership Interests and Voting Rights shall be diluted pro rata as Additional Members (defined herein) become admitted to the Company. The Company may issue Membership Interests to Members for services performed for it by business professionals and consultants. Each Member's initial Membership Interest is expressed as a percentage of one hundred-percent as set forth opposite the Member's identity on the attached Exhibit A under the heading "Membership Interest."

1.27 "Negative Capital Account" means a Capital Account with a balance of less than zero.

1.28 "Net Profits" and "Net Losses" mean the Company's income, loss, and deductions computed at the close of each fiscal year in accordance with the accounting methods used to prepare the Company's information tax return filed for federal income tax purposes.

1.29 "Non-recourse Liability" has the meaning provided in the Regulations section 1.752-1(a)(2) (26 C.F.R. § 1.752-1(a)(2)).

1.30 "Person" means an individual, partnership, limited partnership, corporation, limited liability company, registered limited liability partnership, trust, association, estate, or any other entity.

1.31 "Personal Representative" means executor, administrator, successor personal representative, special administrator, and persons who perform substantially the same function under the law governing their status.

1.32 "Positive Capital Account" means a Capital Account with a balance greater than zero.

1.33 "Regulations" refers to the income tax regulations of the United States Treasury Department promulgated under the Code, including any temporary regulations, and any successor regulations which may be promulgated.

1.34 "Reserve Interest" or "Treasury Interest" means an ownership interest in the Company that is not included in any Member's Capital Account. Reserve Interests may only be voted when required by this Agreement or the Act by the written consent of all Members and as the Members direct. In no event shall the Reserve Interest be treated as a Member for any purpose in this Agreement.

1.35 "Remaining Members" means, upon the occurrence of a Dissolution Event, those Members, including Class A and Class B Members, of the Company whose conduct did not cause its occurrence.

1.36 "Department of State" means the Department of State for the State of New York.

1.37 "Tax Matters Member" or "Tax Matters Partner", as defined in Code section 6231(a)(7) (26 U.S.C.A. § 6231(a)(7)), is that Person designated by the Company in Section 8.6 herein to serve as the Company's representative in all examinations of the Company's affairs by taxing authorities.

1.38 "Transfer" shall mean any transaction as provided in Article VII of this Agreement. A Transfer shall not mean the disposition or treatment of a Member's interests upon the death of that Member.

1.39 "Vacancy" means any deficiency in the number of persons serving on the Board of Managers, the number of which is determined herein or otherwise by Resolution of the Board of Managers, other than a Manager's Incapacity.

1.40 "Voting Rights" means the percentage of votes that a Member has to cast on a matter, which percentage shall correspond to that Member's Membership Interest percentage, less the Company Reserve for issuance percentage as described on Exhibit A. Only the Class A interests shall have voting rights, and the Class B interests shall not have the right to vote on any matter that is submitted to a vote of the Members except as expressly provided in the Act.

ARTICLE II FORMATION AND ORGANIZATION

2.1 Initial Date and Initial Parties. This Agreement is entered into effective on May 26, 2015, by and among the Company and the Persons who are Members of the Company on that date.

2.2 Subsequent Parties. No Person may become a Member of the Company without agreeing to and without becoming a signatory of this Agreement, or any amended or restated Agreement then in effect, including without limitation, other agreements and documents as referenced and provided herein. Any offer or assignment of a Membership Interest is contingent upon the fulfillment of this condition, as well as all other requirements as determined by the Board of Managers.

2.3 Name. The name of this Company is "Mindful Medical New York, LLC". Each Member understands and agrees the name "Mindful" is the property of Canopy IP Holding Group, LLC, a Delaware limited liability company ("CIPHG") and that the name "Mindful" is being used by New York Canopy Venture Group, LLC under a license with CIPHG. Nothing herein shall be construed as granting to the Company or RAM Holdings, LLC any right, title or interest in and to the name "Mindful" except for the express purpose of carrying out the business of the Company. Should the Company be dissolved, liquidated, or otherwise wind up its business pursuant to Article IX hereof, the Company and RAM Holdings, LLC shall relinquish to CIPHG any and all right, title and interest they may have to use the name "Mindful" and shall not use such name in any subsequent business without the express written consent of CIPHG. The name "Mindful" shall not be considered an asset of the Company or RAM Holdings, LLC in any dissolution, liquidation, or winding up proceeding

under Article IX hereof and the Members understand and agree that the name "Mindful" cannot and shall not be sold as an asset of the Company pursuant to Section 9.2 hereof.

2.4 Term. The Company commenced upon the filing of its Articles and it shall continue perpetually in existence, unless terminated earlier under the provisions of the Act or Section 9.1 of this Agreement.

2.5 Principal Place of Business. The Company shall have its principal place of business at 450 Seventh Ave., New York, New York 10123, or at any other address within the State of New York upon which the Board of Managers agrees. The Company shall maintain its principal executive offices at its principal place of business, as well as all records and documents which it is required to keep according to the Act. Unless otherwise expressly stated upon any document, and other than warrants, securities, or promissory notes, the Company shall maintain custody of all original documents executed by the Company.

2.6 Resident/Registered Agent. The name and address of the Company's registered agent for service of process in the State of New York is CT Corporation System, 111 8th Avenue, New York, New York 10011-5201

2.7 Names, Membership Interests, and Voting Rights of Members. The name, Membership Interest, and Voting Rights of each Member is listed on Exhibit A attached hereto.

2.8 Authorization and Purpose. Pursuant to the Act, the Members have formed this Company and, in accordance therewith, have filed Articles of Organization, as amended, with the Department of State. The Members intend to govern the Company in accordance with the Act, the Articles, State statutes and regulations, the State and Federal securities laws and regulations, and this Agreement, as it may be amended and restated, and to have their rights and liabilities in connection with the Company to be so determined. In the event of any conflict between the Act and the Articles and this Agreement, this Agreement shall control, to the extent permitted by the Act and applicable law. The purpose of the Company is to engage in any lawful business activity that is permitted by the Act.

ARTICLE III CAPITAL CONTRIBUTIONS AND ACCOUNTS

3.1 Initial Capital Contributions. The initial Capital Contribution, Membership Interest, and Voting Rights of each Member are listed in Exhibit A attached hereto. Exhibit A shall be revised to reflect any additional contributions pursuant to Section 3.2. It is understood and agreed by all Members that the Membership Interest for each Member is not based solely upon the Capital Contributions of the respective Members, but have been assigned and accepted by the contributing Members based upon original membership, the length of time that prior members have been at risk for their interest in the Company, and other pertinent factors that justify the Membership Interest for each individual Member.

3.2 Additional Contributions. No Member shall be required to make any additional contribution to the Company. In the event of a capital reorganization (including but not limited to a reclassification, merger of the Company with another LLC, corporation or other entity,

consolidation of the Company into a parent entity, or sale of all or substantially all of the Company's assets to another LLC, corporation or other entity), any Member may, but shall not be required to, contribute additional capital to the Company on a pro rata basis consistent with the Membership Interest of each of the Members. Upon receipt of such additional contributions, the Members' Capital Accounts shall be adjusted accordingly with the Capital Accounts for the non-contributing Members being diluted on a pro-rata basis by the contributing Members. In the event of admission of new Members, it is agreed that the Membership Interest for all Members shall be diluted on a pro-rata basis.

3.3 Interest Payments. No Member shall be entitled to receive interest payments in connection with any contribution of capital to the Company, unless as otherwise determined by the Managers in their sole discretion.

3.4 Right to Return of Contributions. No Member shall be entitled to a return of any capital contributed to the Company, except as expressly provided in this Agreement and pursuant to Article IX. It is expressly agreed among the Members that insofar as practicable, and upon agreement by a Majority Interest of the Managers, net profits shall be distributed in an amount equal to deemed profit distributions, in accordance with the Member's Membership Interest.

3.5 Capital Accounts. A Capital Account shall be created and maintained by the Company for each Member, in conformance with Regulations section 1.704-1(b)(2)(iv) (26 C.F.R. § 1.704-1(b)(2)(iv)), which shall reflect all Capital Contributions to the Company. Should any Member transfer or assign all or any part of his/her/its Membership Interest in accordance with this Agreement, subject to the restrictions as provided for herein and by State law, the successor shall receive that portion of the Member's Capital Account attributable to the interest assigned or transferred. The Membership Interest attributable to each Member shall reflect that Member's own Capital Account.

(a) **Failure of Member to Make Contribution.** If, in the event of a capital reorganization (including but not limited to a reclassification, merger of the Company with another LLC, corporation or other entity, consolidation of the Company into a parent entity, or sale of all or substantially all of the Company's assets to another LLC, corporation or other entity), a Majority Interest of the Managers determines that an additional Capital Contribution is needed from the Members, the Board of Managers shall give all Members written notice of such determination. If a Member does not elect to make a Capital Contribution to the Company on a pro rata basis consistent with said Member's Membership Interest within thirty (30) days from the date that such notice is mailed or otherwise properly noticed in accordance with the provisions of Section 5.8 of this Agreement, then the Board of Managers shall adjust the Membership Interests to reflect actual Capital Contributions, so that each Member's Membership Interest may be represented by a fraction, the numerator of which consists of the Member's actual Capital Contribution and the denominator of which is the total actual Capital Contributions of all the Members.

Each Member agrees that (1) the Company and the contributing Members shall incur certain costs, obligations, and damages in the event that any Member chooses not to contribute, which shall be extremely difficult to ascertain; (2) the remedy described

in this Section 3.5 bears a reasonable relationship to the damages that may be suffered in the event that any Member chooses not to make a Capital Contribution to the Company; and (3) the election to exercise the foregoing remedy would not be unreasonable based on the facts and circumstances existing as of the date that this Agreement is executed.

3.6 In lieu of voting an additional assessment of capital to meet operating expenses or to finance new investments, or for other Company business, the Company may, as determined by the Board of Managers, enter into debt, equity, or derivative transactions, on terms satisfactory to the Board of Managers in their sole discretion.

ARTICLE IV MANAGEMENT

4.1 Exclusive Management. As to day-to-day management of the Company, the Company shall be managed by the Board of Managers. It is agreed by the Members that the Board of Managers shall be initially comprised of two (2) person(s), and that Kevin Daly and Matthew Kibble shall serve as the initial Board of Managers of the Company. Additional Managers may be added by vote of the Majority Interest of the Managers. The Managers may establish the duties and responsibilities of the Board of Manager(s) from time to time. The Board of Managers shall handle the daily affairs of the Company, subject to the powers and limitations found in Section 4.3 and 4.4 herein and the Act. The Board of Managers shall have overall daily operational control over all activities of the Company. In particular, but without specific limitation, the Board of Managers shall have the ability to control scheduling of employees, cash management, handling of all bill pay functions, and communications among the Company's daily operational activities. The Board of Managers may appoint such officers of the Company as it deems appropriate and necessary in the sole discretion of the Board of Managers. The Board of Managers shall establish the duties and responsibilities of the officers; provided, however, that no officer shall have the authority to bind the Company to any obligation unless approved by the Board of Managers. The Board of Managers may form any new entity or a conversion of the Company to either a C corporation or an S Corporation, or the Company may be consolidated into a parent entity in order to facilitate the business of the Company.

4.2 Time Commitments. The Board of Managers, it's duly appointed agents, and officers shall devote the time, effort, and skill that each person reasonably believes is necessary to conduct the affairs of the Company and to attend to all matters concomitant to the business of the Company. The individuals comprising the Board of Managers are not required to devote all of their time or efforts to the operations of the Company.

4.3 Management Powers. Subject to the express limitations contained in Section 4.4 and powers contained elsewhere in this Agreement, the Articles, and the Act, the Board of Managers, and its duly appointed agent(s), shall have all powers necessary to carry out the purposes of and to manage the business, property, and affairs of the Company, including, without limitation, the powers enumerated in the Act, including the power to:

(a) Acquire, purchase, alter, renovate, improve, demolish, rebuild, replace, and hold real property and any other property or assets or to acquire options to purchase such property or assets, wherever located, that the Board of Managers determines to be in the furtherance of the Company's business or in the best interests of the Company;

(b) Subject to the limitations of Section 4.12 below, to make contracts and guarantees, incur liabilities, act as surety, borrow money, issue evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend, or change the terms of, and extend the time for payment of any indebtedness or obligation of the Company; and secure such indebtedness with a lien on Company assets, such as a mortgage, deed of trust, pledge, or security interest;

(c) Offer securities pursuant to State and Federal securities laws;

(d) Subject to the limitations of Section 4.4 below, sell, lease, exchange, transfer, convey, mortgage, pledge, and otherwise dispose of all or any part of the Company's property and assets, or any interest therein;

(e) Enter into arrangements to issue equity, debt, or derivative instruments to facilitate the business or operations of the Company;

(f) Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge, or otherwise dispose of and otherwise use and deal in and with stock or other interests in and obligations of any person, or direct or indirect obligations of the United States or of any government, state, territory, governmental district, or municipality, or of any instrumentality of any of them;

(g) Be a promoter, stockholder, partner, member, manager, associate, or agent of any person, and in such regard may institute additional subscription agreements and private placement memoranda for the raising of capital which may dilute the existing Members and warrant holders interest, if any;

(h) Indemnify or hold harmless any person or guarantee the payment of money or the performance of any contract or obligation of any person;

(i) Initiate legal action on, defend, or compromise any claim or liability in favor of or against the Company or submit any such claim to arbitration or other alternative means of dispute resolution or confess a judgment against the Company in connection with any litigation with which the Company is involved;

(j) Retain auditors, legal counsel, and such other professional services as the Company may require and determine the appropriate compensation for the same;

(k) Hire employees and maintain payroll, benefits, human resources, and benefits programs;

(l) Establish different classes of Members, including any such Member's rights related to sharing of profits and losses, voting rights, and any number of preference items;

(m) Explore alternative funding options, including forthcoming federal regulations in The JOBS Act pertaining to “crowdfunding.” Crowdfunding will enable companies to raise capital by seeking funding from a large number of unaccredited investors in relatively small amounts without violating SEC registration and solicitation rules;

(n) Transactions between the Company and one or more Members or Managers or one or more of any Member’s or Manager’s Affiliates, or transactions in which one or more Members, Managers, or Affiliates thereof have a material financial interest, in accordance with paragraph 4.9 below and the Act;

(o) Issue debt to any Member, Manager, or Affiliate of either, pursuant to the Act;

(p) Establish “buy/sell” provisions and restrictions whether by an amendment to this Agreement or by a separate buy/sell document. Certain transfer provisions and restrictions, whether during the lives of the Members and/or upon a dissolution event (including but not limited to the death of a Member), may give rise to an amendment of the applicable provisions of Article VII herein; and

(q) Any other power not prohibited by the Act.

4.4 Limitations on Powers. The Board of Managers shall not be authorized to permit the Company to perform the following acts or to engage in the following transactions without first meeting the conditions, as stated, or obtaining the affirmative vote or written consent of a Majority Interest of the Members (or such higher voting percentage as may be indicated below):

(a) Any act or transaction for which the consent of the Members is required, either in this Agreement or under the Act, shall require the affirmative vote or written consent of a Majority Interest of the Members or higher voting percentage as may be required by the Act; and

(b) Notwithstanding any other provision of this Agreement, the unanimous written consent of a Majority Interest of the Members is required to permit the Company to incur an indebtedness or obligation greater than Two Hundred Thousand Dollars (\$200,000.00).

(c) Merge with another entity or otherwise be wholly acquired by a related or unrelated entity, or refer to the Members the question of merger or acquisition pursuant to the Act.

4.5 Election and Removal of Board of Managers.

(a) The Company shall initially be governed by its Board of Managers which shall have two (2) members. The Company may, from time to time, fix the number of Managers that it shall have; however, the Company shall not have less than one (1) Manager at any time.

(b) Unless a Manager resigns or is removed, each Manager shall serve for a term of two (2) years *or* until a successor has been elected and qualified to serve.

(c) The members on the Board of Managers shall be appointed by the Board of Managers, or may be elected by the affirmative vote or written consent of a Majority Interest of the Members, the selection of which manner of election shall be determined by the Board of Managers.

(d) Each Manager may, but need not, be a Member.

(e) Any Manager may be removed at any time, with or without cause, upon the unanimous vote of the Members at a meeting expressly called for the purpose of such a vote. The removal shall be without prejudice to the rights, if any, of the Manager under any employment contract with the Company. If the Manager is a Member, his or her removal shall not affect any rights he or she has as a Member, nor shall it constitute a withdrawal from Membership.

(f) A Manager may resign at any time by providing written notice to each Member. The resignation shall be effective immediately upon receipt of the notice, unless a later time is specified in the notice. Acceptance of the resignation is not required to make it effective, unless the notice provides otherwise. The resignation shall be without prejudice to the rights, if any, of the Company under any contract with the Manager. If a resigning Manager is a Member, his or her resignation shall not affect any rights he or she has as a Member, nor shall it constitute a withdrawal from Membership.

(g) A vacancy shall exist if any Manager is removed, resigns, or dies, if there is an increase in the number of authorized positions, or if the Managers or Members fail to appoint or elect a sufficient number of Managers to fill the authorized positions. If a vacancy occurs, it may be filled by the affirmative vote or written consent of a majority of the remaining Managers.

4.6 Meetings and Voting of Managers.

(a) If there is more than one Manager, meetings of the Board of Managers may be held, if at all, at such time and place as the Managers determine.

(b) Written notice of meetings of the Board of Managers shall be delivered at least twenty-four (24) hours before the meeting either in person, by telecopier, by e-mail, or by U.S. Mail actually delivered to the Members within the twenty-four (24) hour period. A waiver of notice in writing, signed by the Managers before, at, or after the time of the meeting stated in the notice, shall be equivalent to the giving of such notice.

(c) By attending a meeting, a Manager waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Manager objects to the holding of the meeting or the transacting of business at the meeting.

(d) Managers may attend or conduct a meeting through any means of communication if all Managers attending the meeting can communicate with each other during the meeting. Meetings and actions may be accomplished by a series of email or other written communications and shall have the same effect as if the Managers met and acted in person.

(e) A majority of the Board of Managers entitled to vote shall constitute a quorum at the meeting. All decisions of the Board of Managers shall be made by a majority vote of the quorum present at a meeting.

4.7 Liability for Performance of Duties; Duty of Care.

(a) The Managers shall perform their managerial duties in good faith, in a manner that they reasonably believe to be in the best interests of the Company and its Members, and with such care, including reasonable inquiry, as an ordinarily prudent person in the same position would exercise in similar circumstances. A Manager who so performs the duties of Manager shall not incur any liability to the Company by reason of being or having been a Manager of the Company, and is indemnified from and by the Members.

(b) In performing his or her duties, a Manager shall be entitled to rely upon information, reports, opinions, or statements made by or received from the following Persons or groups, unless the Manager in the possession of information regarding the matter in question sufficient to render such reliance unwarranted and provided that the Manager acts in good faith and after a reasonable inquiry when the need is indicated by the circumstances:

(i) Any officer, employee, or other agent of the Company or Affiliate whom the Manager reasonably believes to be trustworthy and competent regarding the matters presented;

(ii) Any attorney, independent accountant, or other professional with regard to matters which the Manager reasonably believes to be within such person's area of expertise or competence; or

(iii) Any committee upon which the Manager does not serve, duly created in accordance with the provisions of this Agreement or the Articles, as to matters within its designated authority, which committee the Manager reasonably believes to be competent regarding the matters within the ambit of its authority.

4.8 Duty of Loyalty. Subject to the provisions of Section 4.9, Managers owe the same duty of loyalty to the Company and the Members that a partner owes to the partnership and the partners of the partnership.

4.9 Transactions Between the Company and Manager. Any Manager or Affiliate of a Manager may engage in transactions with the Company, notwithstanding that such transactions may constitute a conflict of interest, as long as the transaction is not expressly prohibited by this Agreement or the Act and both of the following conditions are met:

(a) The terms and conditions of the transaction are fair and reasonable to the Company and are at least as favorable as those that are generally available from Persons capable of providing the same or similar services and those between parties operating at arm's length; and

(b) A Majority Interest of the Managers having no interest in the transaction (other than their interest as Members, if applicable) submit written consents to *or* vote in favor of consummating the transaction.

(c) Such transaction shall be presumed to satisfy all fiduciary duties of the party(ies) as required by the Act and/or State and Federal securities laws.

4.10 Compensation. Managers and officers of the Company are entitled to compensation for the services rendered on behalf of the Company. Such compensation shall be reasonable based upon the services performed and in line with compensation offered to executive officers of other similarly situated companies in a comparative similar business. All monetary compensation must be approved by the Board of Managers.

4.11 Limitation on Exposing Members to Personal Liability. The Company and any Manager or Member shall use all reasonable good faith efforts to take any action to not have the effect of exposing any Member of the Company to personal liability for the obligations of the Company.

4.12 Limitations on Manager's Liability. No Person who is a Manager shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Manager of the Company. No Manager of this Company shall have any personal liability for monetary damages to the Company or its Members for breach of his or her fiduciary duty as a Manager, except that this provision shall not eliminate or limit the personal liability of a Manager to the Company or its Members for monetary damages for: (i) any breach of the Manager's duty of loyalty to the Company or its Members; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) voting for or assenting to a distribution in violation of law or the Articles, as amended, if it is established that the Manager did not perform his or her duties in compliance with law, provided that the personal liability of a Manager in this circumstance shall be limited to the amount of the distribution which exceeds what could have been distributed without violation of law or the Articles; or (iv) any transaction from which the Manager directly or indirectly derives an improper personal benefit. Nothing contained herein shall be construed to deprive any Manager of his or her right to all defenses ordinarily available to a Manager nor will anything herein be construed to deprive any Manager of any right he may have for contribution from any other Member or other person.

4.13 Membership Interests of Manager. A Manager who holds a Membership Interest shall be entitled to all of the rights and privileges of a Member who is not a Manager.

4.14 Deadlock. If applicable, the event the Managers cannot reach a "Majority of the Managers" with respect to any Company decision, a deadlock is deemed to have occurred and the following resolution process shall be initiated:

(a) Non-binding mediation shall be undertaken as provided for in Section 11.10 of this Agreement. If the mediation is unsuccessful, then, in the case of a continued deadlock:

(b) The Company's Registered Agent shall select one arbitrator who is a certified public accountant with knowledge of the company's general industry operations. In the event the parties do not agree on such selection, they may apply to the appropriate state court for appointment of such an arbitrator. The arbitrator shall be entitled to reasonable compensation for the time spent. An arbitration hearing before the arbitrator selected shall be held not more than twenty (20) days after notice of intent to arbitrate is given from one party to the other. The arbitrator shall issue a ruling at the time of the arbitration hearing. The parties agree to be bound by such ruling and such ruling may be made a judgment. To the extent necessary to resolve issues or to supplement the procedures set forth above in this subparagraph, the provisions of any New York arbitration laws shall apply. The intention of this arbitration provision is to provide quick and inexpensive resolution of disputes arising under this Agreement. Due to the frequent urgency to resolve such issues, the parties acknowledge that time is of the essence in arbitrating disputes as provided herein.

ARTICLE V MEMBERS

5.1 Limitation of Liability. No Member shall be personally liable for the debts, obligations, liabilities, or judgments of the Company solely by virtue of his/her/its Membership in the Company, except as expressly set forth in this Agreement or required by law.

5.2 Additional Members. The Board of Managers may admit additional Members to the Company as approved by an affirmative vote of a Majority Interest of the Managers. The Board of Managers shall determine the Additional Member's class and participation in "Net Profits," "Net Losses," and distributions, as those terms are defined in Article I. Exhibit A shall be amended to include the name, Membership Interest, and Voting Rights of any Additional Members.

5.3 Withdrawal from Membership. Any Member who is under a written obligation to render services to the Company may withdraw at any time after sixty (60) days' written notice to the Company; however, such withdrawal must be without prejudice to the rights of the Company and/or subject to any contract to which the withdrawing Member is a party. Such withdrawing Member shall have the rights of a transferee under Article VII and the Remaining Members shall be entitled to purchase the withdrawing Member's Membership Interest in accordance with Section 7.6. In the event of such a withdrawal, Exhibit A shall be amended to reflect the applicable change. Any intellectual property, business or financial records, or confidential information of the Company in the possession or control of the withdrawing Member must be returned to the Company, and the withdrawing Member agrees not to share such information with any Person who is not a Member or agent of the Company, in accordance with paragraph 11.19 of this Agreement.

5.4 Competing Activities. The Members and their officers, directors, shareholders, partners, managers, agents, employees and Affiliates are strictly prohibited from participating in other business activities in the State of New York which may be in competition, direct or indirect, with those activities of the Company.

5.5 Compensation of Members. No Member or Affiliate shall be entitled to compensation for services rendered to the Company, absent agreement by a vote of a Majority Interest of the Board of Managers. However, Members and Affiliates shall be entitled to reimbursement for the actual cost of goods and services provided to the Company, including, without limitation, reimbursement for any professional services.

5.6 Transactions with the Company. The Board of Managers may permit a Member to lend money to and transact business with the Company, subject to any limitations contained in this Agreement or in the Act. To the extent permitted by applicable laws, such a Member shall be treated like any other Person with respect to transactions with the Company.

5.7 Members Are Not Agents. Each of the Members of the Company has agreed to delegate the management of the Company to the Board of Managers. Accordingly, each of the Members expressly relinquishes any rights he or she might otherwise have to act solely on behalf of the Company, to incur liability on behalf of the Company or to bind the Company in any way. Unless authorized by the Act, this Agreement, or by the Board of Managers, no single Member shall act as an agent of the Company.

5.8 Meetings and Voting of Members.

(a) There may be meetings of the Members every calendar quarter. The Board of Managers, or any group of Members constituting a Majority Interest, may call a meeting of the Members at any time. Such meeting shall be held at a place to be agreed upon by the Board of Managers or, if no agreement can be reached, at the Company's principal place of business. The meeting shall be held during normal business hours upon reasonable prior notice to all Members.

(b) The Board of Managers shall appoint an individual to preside at the meeting and another person to act as secretary. The secretary shall prepare minutes of the events transpiring at the meeting, which shall be maintained by the Company along with the books and records indicated in Section 8.1 at the Company's principal place of business.

(c) If any action on the part of the Members is to be proposed at the Meeting, then written notice of the meeting must be provided to each Member entitled to vote not less than ten (10) days or more than sixty (60) days prior to the meeting. Notice may be given in person, by U.S. Mail, or other written communication, charges prepaid, and if mailed, addressed to each Member at the address listed for that Member in Exhibit A. Notice shall be deemed complete upon personal delivery or when deposited in the U.S. Mail. The notice shall contain the date, time, and place of the meeting and a statement of the general nature of the business to be transacted there. Matters not contained in the notice may not be addressed at the meeting.

(d) By attending a meeting or submitting a proxy directive, a Member or his/her/its proxy waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Member objects to the holding of the meeting or the transacting of business at the meeting.

(e) A majority of the Members entitled to vote shall constitute a quorum at the meeting. All decisions of the Members shall be made by a majority vote of the quorum present at a meeting unless otherwise specified in this Agreement.

5.9 Actions Without Meetings. Any action that may be taken at a meeting of the Members may be taken without a meeting, if written consents to the action are submitted to the Company within thirty (30) days of the record date for the taking of the action, executed by Members holding a sufficient number of votes to authorize the taking of the action at a meeting at which all Members entitled to vote thereon are present and vote. All such consents shall be submitted to the Board of Managers or the secretary, if any, and shall be maintained as a part of the Company's records.

5.10 Voting Rights. All matters requiring the vote, approval, or consent of the Members shall be authorized upon a vote of the Majority Interest of the Class A Members, with each Class A Member listed on Exhibit A, or his/her/its proxy, being entitled to vote in proportion to his/her/its Membership Interest.

5.11 Member's Personal Debts. In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall promptly pay all debts owing by him or her and shall indemnify the Company from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

5.12 Alienation of Membership Interest. No Member shall, except as provided in Article VII, sell, assign, mortgage, or otherwise encumber his/her/its Membership Interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested with him or her in the Company; or do any act detrimental to the best interests of the Company.

5.13 Limitations on Member's Liability. No Person who is a Member shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member of the Company. No Member of this Company shall have any personal liability for monetary damages to the Company or its Members for breach of his/her/its fiduciary duty as a Member, except that this provision shall not eliminate or limit the personal liability of a Member to the Company or its Members for monetary damages for: (i) any breach of the director's duty of loyalty to the Company or its Members; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) voting for or assenting to a distribution in violation of law or the Articles, as amended, if it is established that the Member did not perform his/her/its duties in compliance with law, provided that the personal liability of a Member in this circumstance shall be limited to the amount of the distribution which exceeds what could have been distributed without violation of law or the Articles; or (iv) any transaction from which the Member directly or indirectly derives an improper personal benefit. Nothing contained herein will be construed to deprive any Member of his/her/its right to all defenses ordinarily available to a Member nor will anything herein be construed to deprive any Member of any right he may have for contribution from any other Member or other person.

5.14 Deadlock. If applicable, the event the Members cannot reach a “Majority of the Members” with respect to any decision to be decided by the Members, a deadlock is deemed to have occurred and the following resolution process(es) shall be initiated:

(a) Non-binding mediation shall be undertaken as provided for in Section 11.10 of this Agreement. If the mediation is unsuccessful, then, in the case of a continued deadlock:

(b) The Company attorney of record shall select one arbitrator who is a certified public accountant with knowledge of the company’s general industry operations. In the event the parties do not agree on such selection, they may apply to the appropriate state court in for appointment of such an arbitrator. The arbitrator shall be entitled to reasonable compensation for the time spent. An arbitration hearing before the arbitrator selected shall be held not more than twenty (20) days after notice of intent to arbitrate is given from one party to the other. The arbitrator shall issue a ruling at the time of the arbitration hearing. The parties agree to be bound by such ruling and such ruling may be made a judgment. To the extent necessary to resolve issues or to supplement the procedures set forth above in this subparagraph, the provisions of the any New York arbitration laws shall apply. The intention of this arbitration provision is to provide quick and inexpensive resolution of disputes arising under this Agreement. Due to the frequent urgency to resolve such issues, the parties acknowledge that time is of the essence in arbitrating disputes as provided herein.

ARTICLE VI ALLOCATION OF PROFIT AND LOSS

6.1 Compliance with the Code and Regulations. The Company intends to comply with the Code and all applicable Regulations, including without limitation the minimum gain charge back requirements, and intends that the provisions of this Article be interpreted consistently with that intent.

6.2 Net Profits. Except as specifically provided elsewhere in this Agreement, Distributions of Net Profit shall be made to Members in proportion to their Membership Interest in the Company. Insofar as practicable, the Company shall make actual distributions of cash and property in an amount equal to deemed distributions, so that Members shall not be in the position of being taxed on phantom income.

6.3 Net Losses. Except as specifically provided elsewhere in this Agreement, Net Losses shall be allocated to the Members in proportion to their Membership Interest in the Company. However, the foregoing will not apply to the extent that it would result in a Negative Capital Account balance for any Member equal to the Company Minimum Gain which would be realized by that Member in the event of a foreclosure of the Company’s assets. Any Net Loss which is not allocated in accordance with the foregoing provision shall be allocated to other Members who are unaffected by that provision. When subsequent allocations of profit and loss are calculated, the losses reallocated pursuant to this provision shall be taken into account such that the net amount of the allocation shall be as close as possible to that which would have been allocated to each Member if the reallocation pursuant to this section had not taken place.

6.4 Regulatory Allocations. Notwithstanding the provisions of Section 6.3, the following applies:

(a) Should there be a net decrease in Company Minimum Gain in any taxable year, the Board of Managers shall specially allocate to each Member items of income and gain for that year (and, if necessary, for subsequent years) as required by the Regulations governing “minimum gain charge back” requirements, section 1.704-2(f) (26 C.F.R. § 1.704-2(f)) prior to making any other allocations.

(b) Should there be a net decrease in Company Minimum Gain based on a Member Non-recourse Debt in any taxable year, the Board of Managers shall first determine the extent of each Member’s share of the Company Minimum Gain attributable to Member Nonrecourse Debt in accordance with Regulations section 1.704-2(i)(5) (26 C.F.R. § 1.704-2(i)(5)). The Board of Managers shall then specially allocate items of income and gain for that year (and, if necessary, for subsequent years) in accordance with Regulations section 1.704-2(i)(4) (26 C.F.R. § 1.704- 2(i)(4)) to each Member who has a share of the Company Non-recourse Debt Minimum Gain.

(c) The Board of Managers shall allocate non-recourse deductions for any taxable year to each Member in proportion to his/her/its Membership Interest.

(d) The Board of Managers shall allocate Member Non-recourse Deductions for any taxable year to the Member who bears the risk of loss with respect to the non-recourse debt to which the Member Non-recourse Deduction is attributable, as provided in Regulations section 1.704- 2(i) (26 C.F.R. § 1.704-2(i)).

(e) If a Member unexpectedly receives any allocation of loss or deduction, or item thereof, or distributions which result in the Member’s having a Negative Capital Account balance at the end of the taxable year greater than the Member’s share of Company Minimum Gain, the Company shall specially allocate items of income and gain to that Member in a manner designed to eliminate the excess Negative Capital Account balance as rapidly as possible. Any allocations made in accordance with this provision shall be taken into consideration in determining subsequent allocations under this Article VI, so that, to the extent possible, the total amount allocated in this and subsequent allocations equals that which would have been allocated had there been no unexpected adjustments, allocations, and distributions and no allocation pursuant to this Section 6.4(e).

(f) In accordance with section 704(c) of the Code (26 U.S.C.A. § 704(c)) and the Regulations promulgated pursuant thereto, and notwithstanding any other provision in this Article, income, gain, loss, and deductions with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among Members taking into account any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value on the date of contribution. Allocations pursuant to this subsection are made solely for federal, state, and local taxes and shall not be taken into consideration in determining a Member’s Capital Account or share of Net Profits or Net Losses or any other items subject to Distribution under this Agreement.

6.5 Distributions. The Board of Managers may elect to make a Distribution of assets at any time that would not be prohibited under the Act or under this Agreement. Such a Distribution shall be made in proportion to the unreturned Capital Contributions of each Member until all contributions have been paid, and thereafter in proportion to each Member's Membership Interest in the Company. All such Distributions shall be made to those Persons who, according to the books and records of the Company, were the holders of record of Membership Interests on the date of the distribution. Subject to this Article VI, neither the Company nor the Board of Managers shall be liable for the making of any Distributions in accordance with the provisions of this Section.

6.6 Limitations on Distributions.

(a) The Board of Managers shall not make any Distribution if, after giving effect to the Distribution:

(i) The Company would not be able to pay its debts as they become due in the usual course of business; or

(ii) The Company's total assets would be less than the sum of its total liabilities plus, unless this Agreement provides otherwise, the amount that would be needed, if the Company were to be dissolved at the time of Distribution, to satisfy the preferential rights of other Members upon dissolution that are superior to the rights of the Member receiving the Distribution.

(b) The Board of Managers may base a determination that a Distribution is not prohibited under this section on any of the following:

(i) Financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances;

(ii) A fair valuation; or

(iii) Any other method that is reasonable under the circumstances.

(c) Except as provided in the Act, the effect of a distribution under this section is measured as of the date the Distribution is authorized if the payment occurs within 120 days after the date of authorization, or the date payment is made if it occurs more than 120 days after the date of authorization.

6.7 Return of Distributions. Members shall return to the Company any distributions received which are in violation of this Agreement or the Act. Such distributions shall be returned to the account or accounts of the Company from which they were taken in order to make the distribution. If a distribution is made in compliance with the Act and this Agreement, a Member is under no obligation to return it to the Company or to pay the amount of the distribution for the account of the Company or to any creditor of the Company.

6.8 Distributions In Kind. A Member has no right to demand and receive any distribution from the Company in any form other than cash, unless as otherwise otherwise agreed to by a Majority Interest of the Members.

6.9 Members Bound by These Provisions. The Members understand and acknowledge the tax ramifications of the provisions of this Article of the Agreement and agree to be bound by these provisions in reporting items of income and loss relating to the Company on their federal and state income tax returns.

ARTICLE VII TRANSFERS AND TERMINATIONS OF MEMBERSHIP INTERESTS

7.1 Transfer of Membership Interest. In the case of a transfer of a Membership Interest during any fiscal year of the Company (herein, a "Transfer"), the Assigning Member and Assignee shall each be allocated Profits or Losses based on the number of days each held the Membership Interest during that fiscal year. If the Assigning Member and Assignee agree to a different proration and advise the Board of Managers of the agreed proration before the date of the Transfer, Profits or Losses during that fiscal year shall be allocated to the holder of the Membership Interest on the day such Transfer occurred. If an Assignee makes a subsequent Assignment, said Assignee shall be considered an "Assigning Member" with respect to the subsequent Assignee for purposes of the aforesaid allocations.

7.2 Restriction on Transferability of Membership Interests. A Member may not transfer, assign, encumber, or convey all or any part of his/her/its Membership Interest in the Company, except as provided herein. In entering into this Agreement, each of the Members acknowledges the reasonableness of this restriction, which is intended to further the purposes of the Company and the relationships between the Members.

7.3 Permitted Transfers. In order to be permitted, a Transfer or assignment of all or any part of a Membership Interest must have the approval of a Majority Interest of the Board of Managers. This Section 7.3 shall not apply to Membership Interests devised or distributed intestate, at the time of, and subsequent to, the death of the Member. In addition, the following conditions must be met:

(a) The Assignee must provide a written agreement, satisfactory to the Board of Managers, to be bound by all of the provisions of this Agreement;

(b) The Assignee must provide the Company with his/her/its taxpayer identification number and initial tax basis in the transferred interest, or in the case of an entity, it's corresponding EIN;

(c) The Assignee must pay the reasonable expenses incurred in connection with his/her/its admission as a Member;

(d) The Transfer must be in compliance with all federal and state securities laws;

(e) The Transfer must not result in the termination of the Company pursuant to Code section 708 (26 U.S.C.A. § 708);

(f) The Transfer must not render the Company subject to the Investment Company Act of 1940, as amended (15 U.S.C.A. §§ 80a-1); and

(g) The Assigning Member must comply with the provisions of Article VII of this Agreement.

7.4 Company's Right to Purchase Transferor's Interest. Any Member who wishes to Transfer all or any part of his/her/its interest in the Company shall immediately provide the Company with written notice of his/her/its intention. The notice shall fully describe the nature of the interest to be transferred. Thereafter, the Company, or its nominee, shall have the option to purchase the Assigning Member's Membership Interest as a Reserve Interest at a price equal to the amount that the Assigning Member would receive if the Company were liquidated as of the date of the proposed Transfer and an amount equal to the book or agreed or appraised value of the Company as available for distribution to the Members, in accordance with this Agreement. The Members stipulate and agree to the following mechanism for purposes of determining the value of an Assigning Member's Membership Interest, in the event of any disagreement as to the value of the offered or purchased interest: first, the parties may agree as to the book value of the Assigning Member's Membership Interest; second, the Assigning Member and the Company may agree as to an appraised or stipulated value for the Assigning Member's Membership Interest; and third, each party shall be entitled to obtain an appraisal of their respective Membership Interest, and the two respective appraisers shall be obligated to stipulate to the designation of an independent third party appraiser, or umpire, whose decision as to the value of the Membership Interest shall be binding upon the Company and its Members.

(a) The option provided to the Company shall be irrevocable and shall remain open for thirty (30) days from the date that notice is given, except that if notice of intent to transfer is given by regular mail, the option shall remain open for thirty-five (35) days from the date that notice is given to the Company.

(b) At any time while the option remains open, the Company (or its nominee) may elect to exercise the option and purchase the Assigning Member's Membership Interest in the Company. The Assigning Member shall not vote on the question of whether the Company should exercise its option.

(c) If the Company chooses to exercise its option to purchase the Assigning Member's Membership Interest, it shall provide written notice to the Assigning Member within the option period. The notice shall specify a closing date for the purchase, which shall occur within thirty (30) days of the expiration of the option period. On the closing date, the Assigning Member shall be paid in cash the purchase price and shall deliver an instrument of title, free of any encumbrances and containing warranties of title, conveying his/her/its Membership Interest in the Company; however, the Company may have the option to make installment payments to purchase the Membership Interest over a 12 month period.

(d) If the Company declines to exercise its option to purchase the Assigning Member's Membership Interest, the Assigning Member may then Transfer his/her/its interest

in accordance with Article VII. Any Transfer not in compliance with the provisions of Article VII shall be null and void and have no force or effect.

7.5 Occurrence of Dissolution Event. Upon the death, withdrawal, resignation or retirement of a Member (a Dissolution Event), the Company shall be dissolved, unless the Remaining Members elect by a vote of a Majority Interest of the Members within ninety (90) days thereafter to continue the operation of the business. In the event that the Remaining Members, or any one or less than all of them, so agree, the Company and the Remaining Members shall have the right to purchase the Membership Interest of the Member whose actions caused the occurrence of the Dissolution Event. The Membership Interest shall be sold in the manner described in Section 7.7.

7.6 Withdrawal from Membership. Notwithstanding Section 7.5, in the event that a Member withdraws in accordance with Section 5.3, and such withdrawal does not result in the dissolution of the Company, the Company and the Remaining Members shall have the right to purchase the Membership Interest of the withdrawing Member in the manner described in Sections 7.4 and 7.7. Subject to Section 11.16, the dissolution of marriage of any Member which results in a requirement of a Transfer of such Member's Membership Interest shall be deemed a withdrawal from Membership that gives rise to a right of the Company and its Remaining Members to purchase such Membership Interest, in accordance with Section 7.7. In the event a dissolution of marriage entitles any Member's spouse a Membership Interest in the Company, and such spouse is ever deemed a Member within the Company, for or by any reason, said spouse's Membership Interest shall not contain any voting rights, as contemplated herein and that exist for the Members as defined in Section 1 and identified on the attached Exhibit A.

7.7 Purchase of Interest of Departing Member. Subject to Section 7.4 and subsection (e) herein, the purchase price of a Departing Member's Membership Interest shall be determined in accordance with the procedure provided in Section 7.4.

(a) Once a value has been determined, each Remaining Member shall be entitled to purchase that portion of the Departing Member's Membership Interest that corresponds to his/her/its percentage of the Membership Interests of those Members electing to purchase a portion of the Departing Member's Membership Interest in the Company.

(b) Each Remaining Member desiring to purchase a share of the Departing Member's Membership Interest shall have thirty (30) days to provide written notice to the Company of his/her/its intention to do so. The failure to provide notice shall be deemed a rejection of the opportunity to purchase the Departing Member's Membership Interest.

(c) If any Member elects not to purchase all of the Departing Member's Membership Interest to which he or she is entitled, the other Members may purchase that portion of the Departing Member's Membership Interest.

(d) The Board of Managers shall assign a closing date within sixty (60) days after the Members' election to purchase is completed. At that time, the Departing Member shall deliver to the Board of Managers and the Remaining Members an instrument of title, free of

any encumbrances and containing warranties of title, duly conveying his/her/its Membership Interest in the Company and, in return, he or she shall be paid the purchase price for his/her/its Membership Interest in cash. The Departing Member, the Board of Managers and the Remaining Members shall perform all acts reasonably necessary to consummate the transaction in accordance with this Agreement.

(e) In the event a Member's death causes a Member to become a Departing Member, then the deceased Member's estate, and or designated beneficiary of said estate, may continue to own the deceased Member's Membership Interests in the Company, subject to all rights and remedies as contained in the Agreement, however, the resulting deceased Member's estate Membership Interest in the Company, and/or the resulting designated beneficiary of said estate's Membership Interest in the Company, shall not contain any voting rights, as contemplated herein and that exist for the Members as defined in Section 1 and identified on the attached Exhibit A. *See also* Section 11.18 – Insurance, of this Agreement

7.8 No Release of Liability. Any Member or Departing Member whose Membership Interest in the Company is sold or maintained pursuant to Article VII is not relieved thereby of any liability he or she may owe the Company.

ARTICLE VIII BOOKS, RECORDS, AND REPORTING

8.1 Books and Records. The Board of Managers or its designee shall maintain at the Company's principal place of business the following books and records:

(a) A current list of the full name and last known business or residence address of each Member and Manager set forth in alphabetical order, together with the Capital Contribution, Capital Account, Membership Interest, and Voting Rights of each Member;

(b) A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or any amendments thereto were executed;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the three (3) most recent taxable years, as applicable;

(d) A copy of this Agreement and any amendments hereto, together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments hereto were executed;

(e) Copies of the Company's financial statements, if any, for the three (3) most recent fiscal years, as applicable;

(f) The books and records of the Company as they relate to its internal affairs for at least the current and past three (3) fiscal years;

(g) True and correct copies of all relevant documents and records indicating the amount, cost and value of all of the property and assets of the Company;

- (h) All records required to be maintained by State and Federal securities laws;
- (i) All records required to be maintained by the Fair Labor Standards Act and the New York Department of Labor;
- (j) All records required to be maintained by the New York Department of Taxation and Finance;
- (k) All records required to be maintained by local licensing authorities;
- (l) All records required to be maintained by the Internal Revenue Code;
- (m) All records required to be maintained by the applicable provisions of the Electronic Signatures in Global and National Commerce Act and/or the applicable New York law;
- (n) All instruments indorsed to the Company; and
- (o) Any document that the Company acquires as a holder in due course, pursuant to the New York Uniform Commercial Code.

8.2 Accounting Methods. The books and records of the Company shall be maintained in accordance with the accounting methods utilized for federal income tax purposes.

8.3 Reports. The Board of Managers shall cause to be prepared and filed in a timely manner all reports and documents required by any governmental agency. The Board of Managers shall cause to be prepared at least annually all information concerning the Company's operations that is required by the Members for the preparation of their federal and state tax returns. The Board of Managers shall send to each Member within one hundred eighty (180) days of the conclusion of the taxable year:

- (a) All information concerning the Company's operations necessary to the preparation of the Member's individual federal and state income tax or information returns;
- (b) A copy of the Company's federal, state, and local income tax or information returns for the taxable year, if the Company has thirty-five (35) or fewer Members; and
- (c) An annual report containing a balance sheet as of the end of the fiscal year as well as an income statement and statement of changes in financial position, accompanied by the report thereon, if any, of the independent accountant engaged by the Company, or, if there is no report, a signed certificate from the Board of Managers that the financial statements were prepared from the un-audited books and records of the Company, if the Company has more than thirty-five (35) Members.

8.4 Bank Accounts. The Board of Managers shall maintain all of the funds of the Company in a bank account or accounts in the name of the Company or a registered trade name or registered "D/B/A" of the Company, at a depository institution or institutions to be determined by the Board of Managers. The Board of Managers shall not permit the funds of

the Company to be commingled in any manner with the funds or accounts of any other Person. The Board of Managers shall have the powers enumerated in this Agreement with respect to endorsing, signing, and negotiating checks, drafts, or other evidence of indebtedness to the Company or obligating the Company to pay money to a third party.

8.5 Tax Matters Member (Tax Matters Partner). The Company designates Matthew Kibble as Tax Matters Member ("Tax Matters Partner"), as defined in Code section 6231(a)(7) [26 U.S.C.A. § 6231(a)(7)] to represent the Company, at the Company's expense, in all examinations of the Company's affairs by taxing authorities and to expend Company monies to obtain necessary professional services in connection with such examinations, until such time as their successor is appointed. The Board of Managers may appoint a different Tax Matters Partner from time to time.

ARTICLE IX DISSOLUTION, LIQUIDATION, AND WINDING UP

9.1 Conditions Under Which Dissolution Shall Occur. The Company shall dissolve and its affairs shall be wound up upon the happening of the first to occur of the following:

- (a) At the time specified in the Articles;
- (b) Upon the happening of a Dissolution Event, and the failure of the Remaining Members to elect to continue, in accordance with Article VII of this Agreement;
- (c) Upon the vote of all of the Members to dissolve;
- (d) Upon the entry of a decree of judicial dissolution pursuant to the Act;
- (e) Upon the happening of any event specified in the Articles as causing or requiring dissolution; or
- (f) Upon the sale of all or substantially all of the Company's assets.

9.2 Winding Up and Dissolution. If the Company is dissolved, the Board of Managers shall wind up its affairs in accordance with the Act, including the selling of all of the Company's assets (except as provided in Section 2.3 hereof) and the provision of written notification to all of the Company's creditors of the commencement of dissolution proceedings.

9.3 Order of Payment. After determining that all known debts and liabilities of the Company in the process of winding up have been paid or provided for, including, without limitation, debts and liabilities to Members or Managers who are creditors of the Company, the Board of Managers shall distribute the remaining assets among the Members in accordance with their Positive Capital Account balances, after taking into consideration the profit and loss allocations made pursuant to Section 6.4. Members shall not be required to restore Negative Capital Account Balances.

9.4 Members' Receipt of Payment. Except as otherwise provided in this Agreement or by the Act, the Members are entitled to payment of their Capital Account balances only from the Company and are not entitled to recover their Positive Capital Account balance or share of Net Profits from any individual Member or Manager, except as otherwise provided in this Agreement.

9.5 Certificates to Be Filed. Upon the dissolution of the Company, the Board of Managers shall file such documents as are necessary with the State and Federal government in order to complete the dissolution of the Company.

ARTICLE X INDEMNIFICATION

10.1 Indemnification of Agents. The Company shall indemnify any Member, Manager or officer and may indemnify any Person to the fullest extent permitted by law on the date such indemnification is requested for any judgments, settlements, penalties, fines, or expenses of any kind incurred as a result of that Person's performance in the capacity of Member, Manager, officer, employee, or agent of the Company, as long as the Member, Manager, or Person did not behave in violation of other applicable provisions of this Agreement.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Assurances. Each Member shall execute all documents and certificates and perform all acts deemed appropriate by the Board of Managers and the Company or required by this Agreement or the Act in connection with the formation and operation of the Company and the acquisition, holding, or operation of any property by the Company.

11.2 Complete Agreement. This Agreement, the Articles, and other related SEC exempt investor documents constitute the complete and exclusive statement of the agreement among the Members with respect to the matters discussed herein and therein and they supersede all prior written or oral statements among the Members, including any prior statement, warranty, or representation.

11.3 Section Headings. The section headings which appear throughout this Agreement are provided for convenience of reference only and are not intended to define or limit the scope of this Agreement or the intent or subject matter of its provisions.

11.4 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and each person entering into this Agreement acknowledges that this Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

11.5 Interpretation. All pronouns and common nouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the context may require. In the event that any claim is made by any Member relating to the drafting and interpretation of this Agreement, no presumption, inference, or burden of proof or persuasion shall be created or implied solely by virtue of the fact that this Agreement was drafted by or at the behest of a particular Member or his/her/its counsel.

11.6 Company Counsel. Company counsel may also be counsel to any Member, Manager, or Affiliate of a Member or Manager. Signed conflict waivers shall be executed by the Board of Managers on behalf of the Members, as well as any other written waivers or consents to such representation as may be required by the New York Rules of Professional Conduct or the rules governing professional conduct in other jurisdictions.

11.7 Applicable Law. Each Member agrees that all disputes arising under or in connection with this Agreement and any transactions contemplated by this Agreement shall be governed by the internal law, and not the law of conflicts, of the State of New York.

11.8 Jurisdiction and Venue. Each Member agrees to submit to the exclusive jurisdiction of the federal and state courts of the State of New York in any action arising out of a dispute under or in connection with this Agreement or any transaction contemplated by this Agreement. Each Member further agrees that personal jurisdiction may be exercised upon him or her by service of process by registered or certified mail addressed as provided in Exhibit A attached hereto, and that when service is so made, it shall be as if personal service was rendered within the State of New York.

11.9 Specific Performance. The Members acknowledge and agree that irreparable injury shall result from a breach of this Agreement and that money damages will not adequately compensate the injured party. Accordingly, in the event of a breach or a threatened breach of this Agreement, any party who may be injured shall be entitled, in addition to any other remedy which may be available, to injunctive relief to prevent or to correct the breach.

11.10 Mediation/Arbitration.

(a) Except as otherwise provided in this Agreement, any dispute arising out of this Agreement shall first be submitted to mediation. The third-party mediator shall be selected and agreed upon by the disputing parties within ten (10) days of the noticed dispute, and if one cannot be determined, then the mediator shall be selected by the Registered Agent for the Company within five (5) days thereafter. The mediation shall be scheduled to take place in the appropriate New York City and County, and all of the fees and costs of the arbitration shall be shared equally by the disputing parties. In the event mediation is unsuccessful, the dispute shall be submitted to arbitration for resolution consistent with Sections 4.14 and 5.14 of this Agreement. The arbitration shall be scheduled to take place in the appropriate New York City and County, within thirty (30) days from the date the arbitrator is selected, and all of the fees and costs of the arbitration shall be shared equally by the parties. Attorney fees may be awarded to the prevailing party at the discretion of the arbitrator, but the arbitrator

shall have no power to alter or amend this Agreement or to award any relief inconsistent with the provisions herein or unavailable in a court of law.

(b) EACH MEMBER UNDERSTANDS THAT THIS AGREEMENT TO MEDIATE AND ARBITRATE ALL DISPUTES MEANS THE MEMBER IS AGREEING TO WAIVE TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY RIGHT THE MEMBER MAY HAVE TO ASK FOR PUNITIVE DAMAGES OR A JURY OR COURT TRIAL IN ANY DISPUTE WITH THE COMPANY OR OTHER MEMBERS.

(c) Attorneys' Fees and Costs. Subject to the other provisions of this Agreement, the Company's own attorneys' fees and costs in any mediation, arbitration or litigation under this section shall be funded as an Additional Capital Contribution. In addition to any relief, order or award that enters, as determined by an arbitrator or court, each Member found to be a losing party in any arbitration or litigation between or among the Company and any of the Members will be required to pay the reasonable attorneys' fees, expert witness fees, and costs of each Member determined prevailing party, and all such losing Members, jointly and severally, will also pay the arbitrator's or court's fees and expenses in any arbitration or litigation. The Company shall have no liability for any Member's attorneys' fees and costs under this Agreement. If the Company is determined to be a prevailing party, each Member determined to be a losing party shall pay the Company's attorneys' fee and costs award, and no Member's Membership Interest will be increased or decreased based on any losing Member's payment of an attorneys' fee and costs award for the Company under this Agreement.

(d) Continuing Rights and Obligations. The Members' and the Company's rights and obligations under this section will survive any Member's dissociation or the dissolution of the Company.

11.11 Remedies Cumulative. The remedies described in this Agreement are cumulative and shall not eliminate any other remedy to which a Person may be lawfully entitled.

11.12 Notices. Any notice or other writing to be served upon the Company or any Member thereof in connection with this Agreement shall be in writing and shall be deemed completed when e-mailed, faxed, or otherwise delivered to the address specified in Exhibit A, if to a Member, and to the Registered Agent, if to the Company. Any Member shall have the right to change the address at which notices shall be served upon ten (10) days' written notice to the Company and the other Members.

11.13 Amendments. Any amendments, modifications, or alterations to this Agreement or the Articles must be in writing and signed by all Members.

11.14 Severability. Each provision of this Agreement is severable from the other provisions. If, for any reason, any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision shall have no effect on the remaining provisions of the Agreement that continue in full force and effect.

11.15 Counterparts and Facsimile Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together

shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

11.16 Spousal Consent. The Board of Managers may require a married Member to have his or her spouse execute a consent to this Agreement, and that such execution shall be for the sole purpose of acknowledging such spouse's consent and approval of this Agreement, as aforesaid, and nothing contained in this Section 11.16 shall be deemed to have constituted any such spouse a Member of the Company.

11.17 Wills. Each Member agrees to insert in his/her will or to execute a codicil thereto directing and authorizing his/her personal representative(s) to fulfill and comply with the provisions hereof and to sell and Transfer or maintain his/her percentage of Membership Interest and membership rights in accordance herewith.

11.18 Insurance. The Company shall have the right to make application for, take out, and maintain in effect such policies of life insurance on the lives of any or all of the Managers and Members, whenever and in such amounts as the Board of Managers shall determine. Each Member shall exert his or her best efforts and fully assist and cooperate with the Company in obtaining any such policies of life insurance. Such insurance is contemplated to be purchased under a separate buy-sell agreement that may otherwise amend and supersede the Transfer and buy-out provisions of a Member upon his or her death.

11.19 Confidentiality. The details of this Agreement and, specifically, the identification of Members, terms of Capital Contributions, Distributions of Profits, methods and practices of the Company, and trade secrets shall be deemed to be confidential, shall not be discussed with anyone or released to the public or professional media, **AND NEITHER THE MEMBERS NOR THE AGREEMENT, OR ANY ASPECT OF THE COMPANY WITH ANY REPRESENTATIVE OF THE MEDIA OR ANY OTHER PERSON,** without the approval of the Board of Managers. The Company may disclose any or all portions of this Agreement a regulatory authority or court to whom disclosure is required by law, regulation or valid order or subpoena.

11.20 Waiver of Action for Partition. Each Member irrevocably waives any right that it may have to maintain any action for partition with respect to the property of the Company; provided, however, that this provision shall not apply to any asset that is distributed in kind to any Member, if so arising, and subject to the provisions contained herein and as described in Exhibit B attached hereto.

11.21 Investment Representations. Each Member represents and warrants to the Company that:

(a) It is acquiring its Membership Interest for investment purposes only and does not intend to resell or subdivide such interest.

(b) It acknowledges that the Membership Interests are being offered and sold under exemptions from registration under the Securities Act and exemptions from qualification under the securities laws of the State of New York, for transactions not involving any public offering, and that in connection with the perfection of such exemptions, the Company is

relying on the representations and warranties of each Member included herein, as well as the representations and warranties of each Member in any separate SEC exempt investor documents to be provided by the Company, including but not limited to the following:

(i) It has the financial ability to bear the economic risk of its investment in the Company (including its possible loss), has adequate means of providing for its current needs and personal contingencies, and has no need for liquidity with respect to its investment in the Company; and

(ii) It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company and has obtained, in its judgment, sufficient information to evaluate the merits and risks of an investment in the Company.

(c) It understands that neither any Membership Interest has been registered under the Securities Act of 1933 or qualified under the securities laws of the State of New York, and therefore cannot be transferred, resold, pledged, hypothecated, assigned or otherwise disposed of unless it is subsequently registered or qualified under the Securities Act of 1933 and under applicable state securities laws, or an exemption from registration and/or qualification is available. It will not sell or otherwise transfer any Membership Interest without registration under the Securities Act of 1933 or under an exemption therefrom, and understands and agrees that the Company is not obligated to register or qualify any Membership Interest on its behalf or to assist it in complying with any exemption from such registration or qualification. It further understands and agrees that sales or Transfers of any Membership Interest are further restricted by other provisions of this Agreement and New York law.

11.22 Other Representations and Warranties. As of the date the Member becomes a Member, each Member represents and warrants that:

(a) **Valid Obligation.** This Agreement constitutes the legal, valid and binding obligation of the Member.

(b) **No Conflict with Restrictions; No Default.** Neither the execution, delivery and performance of this Agreement, nor the consummation by the Member of the transactions contemplated hereby:

(i) shall conflict with, violate or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, writ, injunction, decree, determination or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, applicable to the Member or any of its Affiliates;

(ii) shall conflict with, violate, result in a breach of or constitute a default under any of the terms, conditions or provisions of the articles of organization, bylaws, partnership agreement or operating agreement (if any) of the Member or any of its Affiliates or of any material agreement or instrument to which the Member or any of its Affiliates is a party or by which the Member, or any of its Affiliates is or may be bound or to which any of its material properties or assets is subject;

(iii) shall conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights, or require any consent, authorization, or approval under any indenture, mortgage, lease agreement, or instrument to which the Member or any of its Affiliates is a party or by which the Member or any of its Affiliates is or may be bound; or

(iv) shall result in the creation or imposition of any lien upon any of the material properties or assets of the Member or any of its Affiliates.

11.23 Investment Company Act; Public Utility Holding Company Act. Neither the Member nor any of its Affiliates is, nor shall the Company as a result of the Member holding a Membership Interest be, an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940. Neither the Member nor any of its Affiliates is, nor shall the Company as a result of the Member holding a Membership Interest be, a "holding company," "an affiliate of a holding company," or a "subsidiary of a holding company," as defined in, or subject to regulation under, the Public Utility Holding Company Act of 1935.

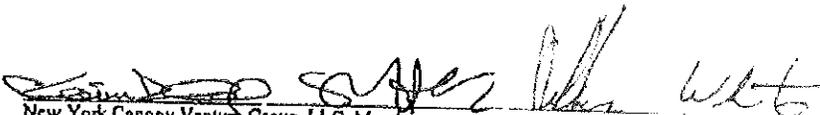
11.24 Further Assurances. The Members and the Company agree that they and each of them will take whatever action or actions as are deemed by counsel to the Company to be reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Agreement, and to that end, the Members and the Company agree that they will execute, acknowledge, seal, and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement or any of the provisions hereof, or to carry out the intent of this Agreement or any of the provisions hereof.

11.25 Exhibits. All Exhibits described or otherwise referred to herein and attached hereto are hereby incorporated into this Agreement by reference.

11.26 Legal Counsel. The Managers have engaged Feldmann Nagle, LLC ("FN"), as legal counsel to the Company. FN has not been engaged to protect or represent the interests of any Member or Manager vis-à-vis the Company or the preparation of this Agreement, and no other legal counsel has been engaged by the Company or to act in such capacity. In its capacity as legal counsel to the Company, FN may be subject to actual or potential conflicts arising from its representation of one (1) or more Members or parties related thereto in connection with matters other than the preparation of this Agreement or the operation of the Company. Each Member (a) has carefully considered the foregoing and hereby approves FN's representation of the Company, (b) acknowledges the possibility that, under the laws and ethical rules governing the conduct of attorneys, FN may be precluded from representing any one (1) or more specific parties in connection with any dispute involving Members or the Company, and (c) agrees that FN may decline to represent, or withdraw from its representation of, the Company at any time. Each Member (x) acknowledges that actual or potential conflicts of interest exist among the Members, that such Member's interests will not be represented by legal counsel unless such Member engages counsel on its own behalf, and that such Member has been afforded the opportunity to engage and seek the advice of its own legal counsel before entering into this Agreement; (y) agrees that, in the event of a dispute

any one (1) or more specific parties in connection with any dispute involving Members or the Company, and (c) agrees that FN may decline to represent, or withdraw from its representation of, the Company at any time. Each Member (x) acknowledges that actual or potential conflicts of interest exist among the Members, that such Member's interests will not be represented by legal counsel unless such Member engages counsel on its own behalf, and that such Member has been afforded the opportunity to engage and seek the advice of its own legal counsel before entering into this Agreement; (y) agrees that, in the event of a dispute between one (1) or more Members, on the one hand, and the Company, on the other hand, FN may represent the Company; and (z) acknowledges that the approvals, acknowledgments and waivers made by such Member pursuant to this Section 11.26 do not reflect or create a right under this Agreement on the part of such Member to approve the Managers' selection of legal counsel to the Company. Each Member further agrees that neither this Agreement nor the transactions and Company operations contemplated hereby are intended to create an attorney/client relationship between FN and such Member or any other relationship pursuant to which such Member (acting other than in the name of the Company) would have a right to object to FN's representation of any Person under any circumstances. This Section 11.26 shall be treated as a supplement to, and not a substitution or replacement for, any other waiver, consent or other agreement provided to FN by any Person. Nothing in this Section 11.26 shall preclude the Company from selecting different legal counsel at any time in the future and, except as specifically provided in this Section 11.26, no Member shall be deemed by virtue of this Agreement to have waived its right to object to any conflict of interest relating to matters other than this Agreement or the transactions and Company operations contemplated herein.

IN WITNESS WHEREOF, the Members of Mindful Medical New York, LLC have hereunto set our hands and seals on the day first written above.

By: 
New York Canopy Venture Group, LLC, Member
By: Kevin Daly, Meg Sanders, and Jeff White, Its Managers

By: 
RAM Holdings Group, LLC, Member
By: Matthew Kibbie, Michael Dolan, and Matthew Tollin, Its Managers

EXHIBIT A

**MEMBERS' MEMBERSHIP INTERESTS OF MINDFUL MEDICAL NEW YORK, LLC
AS OF JUNE 4, 2015**

Members	Membership Interests
New York Canopy Venture Group, LLC	49.30% (Class A Voting)
RAM Holdings Group, LLC	49.30% (Class A Voting)
John Mulvaney	█% (Class B Non-Voting)
Carlos Gallego	█% (Class B Non-Voting)
Total	100.00%

LABOR PEACE / NEUTRALITY AGREEMENT
BY AND BETWEEN
MINDFUL MEDICAL NY, LLC
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated June 1, 2015, Mindful Medical NY, 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. The parties will conduct themselves with mutual respect for each other during any organizing effort.

4. During organizing efforts, the Employer's managers, supervisors and other representatives will remain neutral and will refrain from communicating with employees about how they should respond to the Union. The Employer agrees to inform all of its managers, supervisors and representatives of this obligation and that the Employer has no objection to employees supporting the Union or engaging in union activities, including meeting with Union representatives or signing authorization cards. The Employer will promptly terminate any violation of this provision and immediately act to discourage any additional violation, including disciplining any manager' or supervisor - or terminating its relationship with any independent contractor representative - who violates it. The Employer agrees to take prompt action to

mitigate the effects of any violation, including informing employees of the Employer's position on organizing and the rights of employees to organize.

5. The Employer agrees to permit Union representatives access to the workplace to communicate with employees, including through the distribution of materials. 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 Agreement through expedited arbitration. The parties will invoke expedited arbitration by requesting an arbitrators list from the American Arbitration Association. Within 10 days of receiving AAA's arbitrators' list, the parties will submit their struck lists to the AAA. The parties agree that AAA will follow its labor arbitration rules to select an arbitrator based on the list or lists the parties submit. The AAA will strictly apply its rule requiring struck lists to be timely submitted in accordance with this provision. The arbitrator will hear the dispute on either the first or second date the arbitrator is available and issue an award within 20 days thereafter. The parties will equally share the arbitrator's fees and costs.

10. The parties agree that the arbitrator has the authority to direct the breaching party to specifically perform its obligations under this provision. The arbitrator may award a penalty of up to \$10,000 for willful breaches. A willful breach is one that clearly violated this provision and was not corrected after the aggrieved party provided notice of it to the violating party. The parties consent to the entry of the arbitrator's award as the order of judgment of a United States District Court, without notice.



11. The Union and the Employer recognize that this Agreement is in their mutual best interests and therefore agree to prevent evasion of the terms of this Agreement through the use of contractors and/or subcontractors. To comply with the spirit of this Agreement, the Employer shall, as a condition of its relationship with any contractor and/or subcontractor 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 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/UECW

By:

Date:

Name: Joseph Fontano

Title: Secretary-Treasurer

Witness:

Monica Cavounis

MINDFUL MEDICAL NY, LLC

By:

Date:

Name: Mark B. Josth

Title:

CEO Mindful Medical, NY

Witness:

Regina Zboron

MONICA CAVOUNIS
Notary Public, State of New York
No. 01CA6083183
Qualified in Queens County
Commission Expires November 12, 2018

NEW YORK 'ALL-PURPOSE' ACKNOWLEDGMENT
REAL PROPERTY LAW §309-a

State of New York

County of Kings } ss.

On the 2 day of June in the year 2015 before me,

the undersigned personally appeared Mark B. Suester
Name of Signer

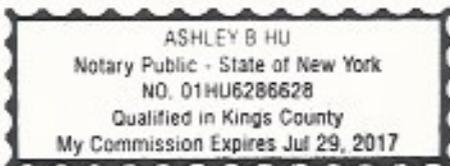
(and _____) personally known to me or
Name of Additional Signer, if Any

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.

[Signature]
Signature of Notary Public

Notary Public — State of New York

Place Seal Below OR Complete Lines Below



Name of Notary

Name of County in Which Originally Qualified

Commission Expiration Date

Name of County in Which Certificate of Official Character Filed (if required)

**ATTACHED DOCUMENT
BEARS EMBOSSMENT**

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



June 4, 2015

RE: Bank Account Status

To Whom It May Concern:

Safe Harbor Private Banking, located in Colorado, is presently in discussion with Mindful Medical New York, LLC regarding banking services for their new venture in the cannabis industry. We are considering this relationship based upon their partnership with our present client Mindful.

Mindful is our eighth charter member of Safe Harbor Private Banking and has been a resource to our financial institution as we developed our program to serve the cannabis industry. With their input and operational experience, we have been able to create a program that, we believe, meets the highest level of compliance with the FinCEN guidelines.

The level of transparency demonstrated by Mindful's owners and executives has allowed us to continue to serve their organization without hesitation. The account will be finalized and activated as soon as we work through our due diligence documentation to include background checks on new partners and owners from New York.

The due diligence process, as you are certainly aware, for any marijuana related business is substantial and must ensure compliance with all FinCEN and Department of Justice memo guidance and requirements. Therefore, it must be thorough to ensure we know our customers. Given no issues arise during the due diligence process, we should be able to provide proof of an account for Mindful Medical New York, LLC, within two weeks.

In the interim, if you need to verify this relationship and our present account status with our present account holder, please call me at 393.947.6561.

Sincerely,

A handwritten signature in cursive script that reads "Sundie Seefried".

Sundie Seefried, CEO
Partner Colorado Credit Union
d/b/a: Safe Harbor Private Banking



Michael J. Castellana
President & CEO

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

June 3, 2015

Mail: SEFCU @ Patroon Creek
Patroon Creek Corporate Center
700 Patroon Creek Blvd.
Albany, NY 12206-1067

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

Telephone: 518-464-5218

Web: www.sefcu.com

Re: Letter of Support for Mindful

Dear Commissioner Zucker:

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

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

I was recently introduced to Mindful, a medical marijuana company with locations in both Colorado and Illinois (one of the most highly regulated medical cannabis jurisdictions in the country). Mindful is planning to submit an application with the Department of Health for a coveted license to become a Registered Organization. Further, we have done preliminary customer due diligence on the company. Established in 2009, Mindful has earned the status of reputable partner in both states' efforts to make medical marijuana available to qualified patients in need. Mindful is now eager to bring such expertise to New York State and has recently contacted SEFCU, an award winning financial institution, to form a banking relationship.

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

Thank you.

Very truly yours,

Michael Castellana
President and CEO

MINDFUL MEDICAL NEW YORK, LLC

Financial Statements

May 31, 2015



Board of Directors and Members
MINDFUL MEDICAL NEW YORK, LLC

We have reviewed the accompanying balance sheet of Mindful Medical New York, LLC as of May 31, 2015, and the related statements of operations, changes in members' equity (deficiency) and changes in cash flows for the period from May 19, 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.

Our review was made primarily for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedule I is presented only for purposes of additional analysis and is not required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we did not become aware of any material modifications that should be made to such information.

The accompanying financial statements have been prepared assuming that the entity will continue as a going concern. As discussed in Note 3 to the financial statements, the entity has suffered recurring losses from operations and has a net capital deficiency that raises substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Bridge West CPAs and Consultants, LLC

Longmont, Colorado
June 3, 2015

1714 Duchess Drive ♦ Longmont, CO 80501
100 Fillmore Street ♦ Fifth Floor ♦ Denver, CO 80206
www.bridgewestcpas.com ♦ 303-651-0304 ♦ Fax 303-651-1471 ♦ info@bridgewestcpas.com

STAFFING PLAN

STAFFING PLAN

Mindful Medical LLC has joined together with Mindful, a recognized industry leader with unparalleled expertise and experience in marijuana growth and production. Yet, no matter how consummate an organization's experience may be in its manufacturing processes, it is, ultimately, powered by people, and it is that resource that truly distinguishes Mindful Medical.

Careful planning has gone into the design of the Mindful Medical staffing plan so that the goal of bringing an uninterrupted supply of uniformly consistent pharmaceutical-grade cannabis to patients suffering from certified debilitating and life-threatening diseases can be realized. The Applicant will utilize Mindful's extensive management and staffing experience to safely and responsibly comply with the State regulations governing the cultivation and production of medical cannabis (please see attached position descriptions).

General Staffing Practices

Mindful Medical will demand strict ethical standards from its entire staff. Its policies and procedures require that all staff be 21 years of age or older and that employees have no convictions for felonies connected to the sale or possession of drugs, narcotics, or controlled substances. The Chief Legal Counsel will oversee rigorous backgrounds checks to ensure that all employees have no drug-related felony records. All key staff that has already been identified (please see attached resumes) has been vetted to ensure both competence in their fields of expertise as well as their integrity and upstanding moral character. These are individuals who are dedicated to community as demonstrated by the time they donate to serving others (please see attached support letters). In fact, the Applicant is proactively bringing this ethos into the company at the outset through its commitment to work with the Green Beret Foundation, a nonprofit that has a program called The Next Ridgeline which helps veterans reintegrate into the community by "creating access to a network of resources through personal relationships." The Foundation was brought to the attention of the company by one of the Applicant's Operating Managers who has close ties to veterans and is keenly aware of their needs. The Applicant is proud to support our veterans and, through this relationship, will ensure that they are prioritized to obtain job opportunities that utilize the many and broad skills they acquired in the Army.

Moreover, in addition to putting together a team of highly capable, qualified and creative people to occupy the executive offices of its emerging company, the Applicant has assembled a group of people recognized for their expertise in such diverse areas as medicine and medical research, pharmacology, law, finance, and business to form an Advisory Group (please see attached bios) that will provide sage advice as the Applicant goes from start-up to full implementation and beyond. Joining the Applicant in its pursuit of excellence will be: Leon Charney, acclaimed lawyer, author, broadcaster, entrepreneur, real estate tycoon, political pundit and philanthropist; Loida Nicolas-Lewis, past [REDACTED] and [REDACTED] of [REDACTED]; Alex Spiro, a brilliant Harvard-trained lawyer with a rich background in criminal law and psychology who has already left his footprint in many fields, including humanitarian and social justice causes; Jonathan Forman, a [REDACTED] at [REDACTED], a global public and private healthcare investment firm and former officer in the United States Marine Corps; and Marvin Schein, a [REDACTED] and [REDACTED] to [REDACTED]. and [REDACTED] of [REDACTED]

Mindful Medical will adhere to strict protocols regarding sanitation and safety, security, and emergency procedures, the details of which are addressed in the organization's Operating Plan. Its manufacturing center will have at least one senior member on staff with more than a year of experience in Good Agricultural Practices (GAPs). Its Quality Assurance Officer is both trained and experienced in quality assurance and quality control procedures as demonstrated in the attached resume.

Staff Training

The priorities of employee training at the approved marijuana facilities are:

1. To ensure the safety and security of employees in potentially hazardous areas of marijuana processing as well as at the point of sale of a controlled substance;
2. To prevent and detect diversion, theft or loss of marijuana and/or medical marijuana products; and
3. To foster growth and career advancement for our employees.

Employees at the manufacturing facility will be trained in all facets of Good Agricultural Practices (GAP), including meticulous sanitation protocols for medical cannabis propagation, cultivation, harvesting, extracting, processing the brands and packaging the final product. They will learn about the necessity of keeping meticulous records throughout the preparation, extraction, processing, and packaging of products.

Employees using hazardous materials, such as pesticides and solvents, and potentially hazardous machinery to create marijuana extracts will be fully trained on how to use the equipment, will have direct access to applicable material safety data sheets, and be trained to handle and store all materials safely. They will learn exacting protocols for each process of cultivation and manufacturing, and will be expected to understand and follow them.

Employees at the dispensing facilities as well as drivers will learn about ways to protect the facility, the product and themselves by meticulously following all mandated security rules, such as, but not limited to, those related to the requirement of a Registry Identification Card for anyone on the premises who is not staff, keeping all entries locked at all times, and maintaining records which track inventory and sales as well as other recordkeeping procedures.

All employees will receive one week of training to be given by staff familiar with protocols, policies and procedures as they relate to the manufacturing and dispensing facilities. Employees will be trained in standard operating procedures; with hands-on audit-based training conducted on an on-going basis. They will be required to watch and learn from a training video series that will be accessible online. The video will be especially helpful to reinforce training and provide feedback on specific protocols. Staff will also receive ongoing additional training as needed.

As per New York City Health Code Article 81, supervisors will obtain the NYC Food Protection Certificate so that at all times during hours of operation at least one person on duty holds a certificate. The Food Protection Certificate course covers regulations and procedures regarding

conditions for preparing food including, but not limited to, cooking cleanliness of surfaces and storage space. Regulations regarding the proper operation of equipment, employee hygiene, toilet facilities, dishwashing, plumbing, lighting, and sewage and ventilation requirements are also covered.

Trainings will be conducted by experienced staff of the licensed Applicant including the CEO, Chief of Security, Cultivation Manager, Product Development Manager, and Compliance Officer. The Quality Assurance Officer will identify experts and vendor trainers to hold in-house trainings for all production employees, as well as key conferences and seminars for qualified employees.

Employees with mandated and necessary certifications will receive any and all continuing education courses to ensure continued certification or licensure.

All employees will be hired on a probationary basis. After 90 days of initial employment, team members will be evaluated by their direct supervisor. If determined that a team member is a good fit, works collaboratively with fellow team members and demonstrates the ability to perform assigned tasks, they will be hired in a permanent capacity. At this time, they will be given a copy of Cannabis: Evolution and Ethno botany by Robert C. Clarke and Mark D. Merlin. This is recognized as the textbook for the cannabis industry. Significant training workshops modules on the origins, history, uses, breeding, taxonomy, and biology of this plant will be held in conjunction with assigned readings in this text.

Required Training Programs:

OSHA/workplace health and safety based training delivered by Lancaster Safety Consulting Inc. Includes: Workplace general overview of Health and Safety, Emergency training, Personal Protective Equipment training, Respirator training

Retail: METRC Training/Serv-Safe/Sell-SMART
Cultivation: METRC Training/Serve-Safe/Colorado Dept of Agriculture Pesticide Applicator certification
Packaging-Flower and Extraction: METRC/Serv-Safe
Extract: METRC Training/Serve-safe
Drivers: METRC/Safe Driver training (Kleiber)
Inventory training: Denver Consulting Group: Seed to Sale Compliance training
Packaging Training: Denver Consulting Group: Packaging and Labeling training

- *METRC Training: Plant and product tracking system
- *Serve-Safe: Certified Food and Retail industry-Product handling and preparation training.
- *Sell-Smart: Retail Training Program for responsible service in a retail environment
- *Colorado Dept. of Agriculture (CDA) Pesticide Applicator certification
- *Safe Driver Training: Product and Safety training
- *Lancaster Training Programs (various see above-Employee Health and Safety)

Staff Evaluation

Mindful Medical will implement a process for on-going evaluation of staff performance throughout the organization. The primary evaluation process will be based on a yearly performance review system. Each supervisor or manager will be responsible for completing the Performance Review Form for each of their reports. See attached.

The performance review will include a description of the job responsibilities and a performance ranking of various job related criteria such as job knowledge, dependability and service. The performance review process will be one of the methods to provide feedback to the employee and define areas for improvement, additional training or actions required in the performance of their job.

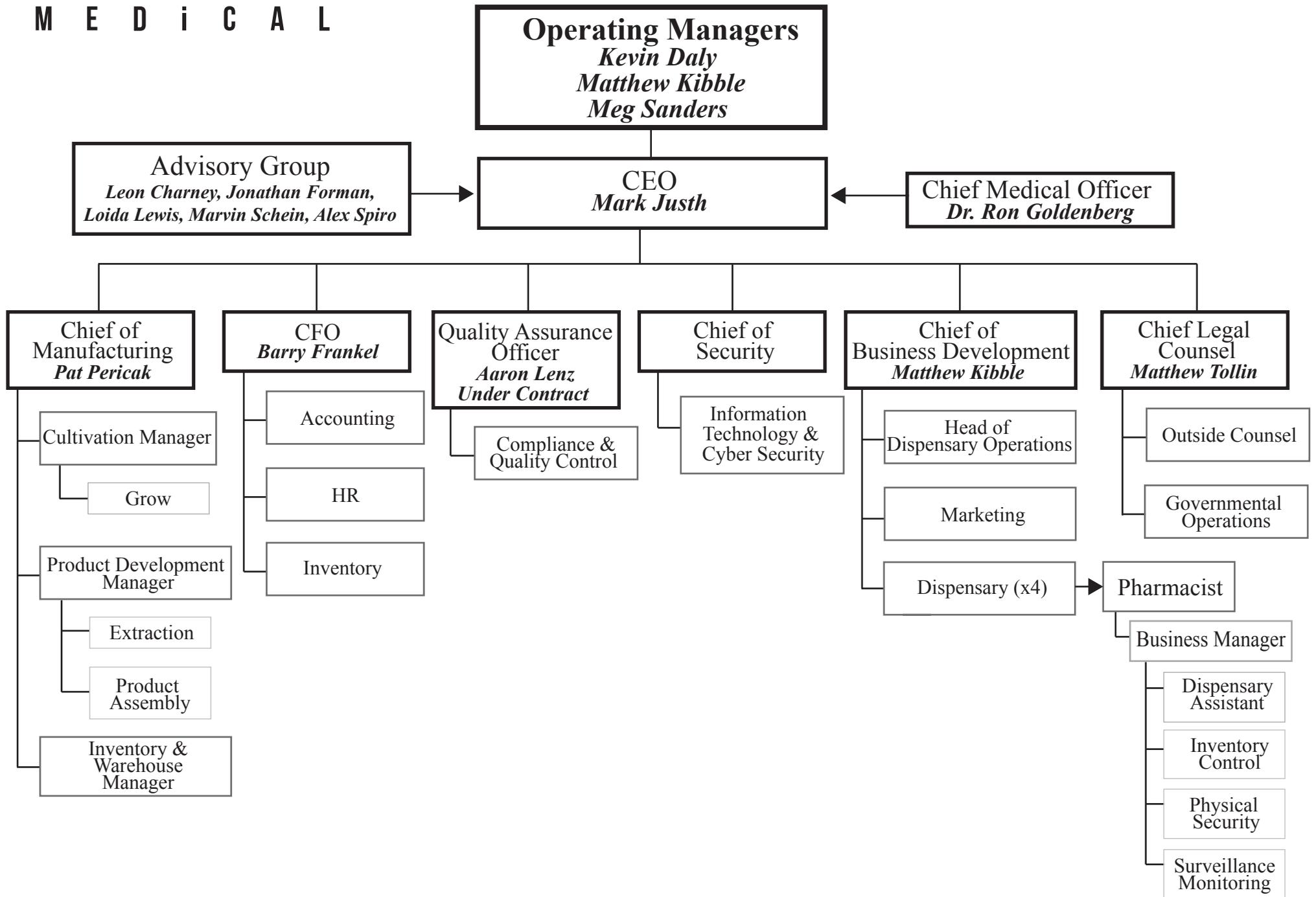
The evaluation and feedback process will not be limited to an annual review system. Employees will be provided feedback on an as needed basis throughout the year.

Staffing Timeline

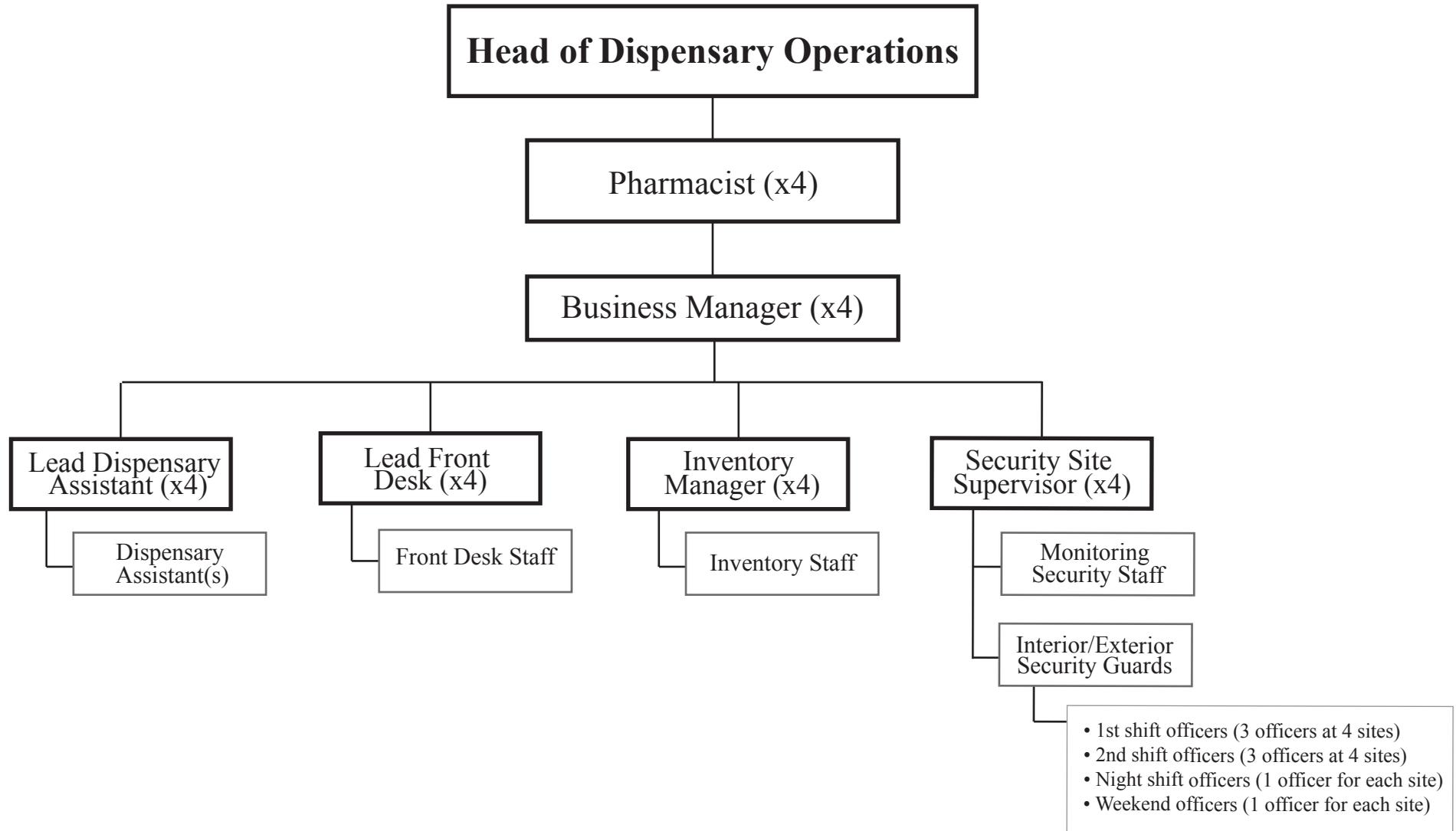
Please find attached staffing timelines showing how long it will take to complete the hiring of manufacturing and dispensary staff, which, at the start of dispensing, will number approximately 93 for the manufacturing facility and 66 for the dispensaries.

ORGANIZATION CHARTS

Corporate Organizational Chart



Dispensary Organizational Chart



STAFFING LIST

**NEW YORK MEDICAL MARIJUANA PROGRAM
CORPORATE STAFFING LIST**

1. **Chief Executive Officer (CEO)** – Oversee all operational strategy and compliance
2. **Chief Medical Officer (CMO)** – Advance knowledge and understanding of medical marijuana efficacy and use
3. **Chief of Manufacturing**– Oversee manufacturing facility and all aspects of production including grow; extraction; staff training; product distribution; and shipping and receiving protocols; responsible for repair and maintenance of all building systems
4. **Chief Financial Officer (CFO)** – Oversee all administrative, bookkeeping, human resources, inventory and cash management staff
5. **Quality Assurance Officer** – Responsible for maintaining compliance standards; product testing, safety and standardization
6. **Chief of Security** – In charge of all aspects of security involving personnel, facility, products, equipment and software
7. **Chief of Business Development** – Oversee entire dispensary operation including marketing, wholesale and retail operations, dispensary inventory and security
8. **Chief Legal Counsel** – Will serve as outside counsel to advise on legal matters and liaise between the Applicant and government agencies
9. **Cultivation Manager/Chief Grower** – Manage all grow protocols, planning and purchasing
10. **Assistant Chief Grower** – On-site management of grow and grow staff
11. **Growers** – Responsible for cultivation activities
12. **Laborers** – Perform heavy and other manual labor where/when needed
13. **Product Development Manager** – Oversee product manufacturing, distribution, responsible for quality and uniformity of products, maintaining inventory
14. **Assistant Production Managers** – Assist manager with product distribution; train packaging staff
15. **Extraction Technicians** – Operate extraction equipment and prepare samples
16. **Product Assemblers** – Assemble and weigh medicine; package, seal and label finished product; maintain appropriate stock level; clean and sanitize weigh stations
17. **Inventory & Warehouse Manager** – Maintain a clean and organized warehouse; oversee all shipping and receiving; supervise inventory and recordkeeping; oversee tracking and labeling of inventory
18. **Bookkeeper** – Responsible for payment of all bills and entering daily ledgers
19. **Cash Manager** – Responsible for cash coming in and going out
20. **Human Resources** – Maintain employee files, initiate new employees, update HR manuals
21. **Head of Inventory Management** – Responsible for all inventory across all systems and facilities at Mindful Medical
22. **Compliance & Quality Control Officer** – Develop, maintain and manage compliance and quality control programs program policies and procedures; develop and oversee system for handling violations; ensure that products meet standards of quality, safety, specified requirements and standardization; test sample products; develop and oversee system for handling any problems; maintain records of all product testing
23. **Information Technology and Cyber Security** – Oversee all IT and IT security

**NEW YORK MEDICAL MARIJUANA PROGRAM
DISPENSARY STAFFING LIST**

1. **Head of Dispensary Operations-** Oversee operations at the dispensaries including daily dispensary inventory audits, quality control of both services and products, staff training, compliance and hiring
2. **Pharmacist-** Supervise Dispensary Business Manager to coordinate all administrative, managerial and dispensing responsibilities; Counsel certified patients and designated caregivers on the use, administration of, and the risks associated with approved medical marijuana products.
3. **Dispensary Business Manager-** Responsible for recordkeeping, staff management and inventory control; coordinate with responsible staff on matters of security, inventory management and staff management. Oversees **Lead Front Desk** person as well as **Front Desk Staff**
4. **Dispensary Security Site Supervisor-** Manage security at the dispensary; monitor activity to ensure safety and protection; maintain security of product and cash and the safety of staff, clients and visitors; Oversees **Monitoring Security Staff**
5. **Inventory Manager-** Supervise inventory and recordkeeping of dispensary's medical marijuana inventory, product deliveries and product sales; ensure that all stored products have not passed their expiration date; Oversees **Inventory Staff**
6. **Dispensary Security Guards-** Guard the dispensary facility whenever open for sales; Guards will be posted at the entrance, check-in area, and limited access area;
7. **Lead Dispensary Assistant-** Oversee Dispensary Assistants (see Dispensary Assistant below)
8. **Dispensary Assistant-** Work under Pharmacist to aid in counseling, including reviewing inserts and labels, of certified patients and designated caregivers; fill approved prescriptions

STAFFING TIMELINES

Staffing Timeline				
Staff to Hire After License is Awarded				
	Current Staff	Month 1	Month 3	Month 6
Chief Executive Officer (CEO)	1			
Chief Medical Officer (CMO)	1			
Chief of Manufacturing	1			
Chief Financial Officer (CFO)	1			
Quality Assurance Officer	1			
Chief of Business Development	1			
Chief Legal Council	1			
Chief of Security (IT)		1		
Bookkeeper		1		
Cash Manager		1		
Human Resources		1		
Product Development Manager		1		
Cultivation Manager/Chief Grower		1		
Assistant Chief Grower		1		
Assistant Production Manager			1	
Compliance/Quality Control*			1	
Inventory/Warehouse Manager			1	
Facility Maintenance Worker			1	
Growers			8	8
Laborer/harvester			4	4
Extraction Technicians			4	4
Product Assemblers			4	12
TOTAL	7	7	24	28

Staffing Timeline (Four Dispensary Facilities)				
Number of Staff To Be Hired After License Is Granted				
	Month 1	Month 6	Month 7	Month 10
*See note below				
Head of Dispensary Operations	1			
Pharmacist		4		
Business Manager		4		
Lead Front Desk		4		
Security Cite Supervisor			4	
Front Desk Staff			4	
Lead Dispensary Assistant			4	
Inventory Manager			4	
Monitoring Security Staff			8	8
Interior/Exterior Security Guards			20	12
Dispensary Assistant			4	4
Inventory Staff			4	4
TOTALS	1	12	52	28
*Upper Level Management are listed in staffing timeline for manufacturing facility.				

POSITION DESCRIPTIONS

Position: Assistant Chief Grower - Indoor Grow and Greenhouse

Job Description:

The Assistant Chief Grower reports directly to the Chief Grower and assists in all phases of the grow process. S/he will be responsible for all aspects of the grow area (indoor or greenhouse) and for implementing the day to day standard operating procedures of the cultivation center as well as managing all the grow staff.

Responsibilities:

- Assisting with the management of a large-scale greenhouse or indoor cultivation facility
- Responsible for all grow processes, plants and staff
- Responsible for internal inventory control including weighing, recording information in the log, and tagging plants
- Assisting the Chief Grower with all the tasks in the grow including: seeding, cloning, transplanting, feeding plants, defoliation, super cropping, topping, foliar and preventative sprays, trimming, packaging, waste disposal and inventory management
- Monitoring environmental and atmospheric conditions including temperature and humidity
- Preventative maintenance and elimination of all types of mold, powdery mildew, spider mites, root aphids and fungus gnats
- Tracking and recording pesticide/fungicide use
- Managing plant scheduling and organization to project all garden needs on a daily, weekly, and monthly basis cataloguing and analyzing each individual strain
- Maintaining appropriate inventory levels

Skills/Qualifications:

- Education: Prefer a BS in a related area of agriculture (e.g. plant biology, botany, horticulture, genetics)
- Minimum of 2+ years of cannabis cultivation experience
- Knowledge of large scale commercial plant cultivation including nutrient requirements, mediums, light requirements, temperature control, air flow, etc.
- Knowledge of plant diseases, insects and fungi, as well as plant treatment options
- Physical ability and health necessary to perform manual labor tasks required for the proper management of grow warehouse
- Must be punctual, have accountability, proactive behavior and strong attention to detail

Position: Assistant Production Manager

Job Description:

The Assistant Production Manager will report to the Product Development Manager and help train the packaging staff. S/he will assist the Product Development Manager with product distribution, weighing, and inventory.

Responsibilities:

- Assist Product Development Manager with all aspects of production room management, including preparations for packaging, equipment coding, labeling, weighing, record keeping and tracking
- Enforce all safety and sanitation codes
- Train packaging staff in all packaging rules and regulations
- Assist in the oversight of production/packaging staff

Skills/Qualifications:

- Education: Bachelor's or Associate's degree
- ServSafe certification
- Prefer experience in inventory at another production facility
- Must be punctual, highly organized and a team player
- Must have leadership qualities and be able to perform under pressure
- Prefer someone with an aptitude for mechanics

Position: Bookkeeper

Job Description:

The Bookkeeper will report to the Chief Financial Officer. S/he will create financial transactions and financial reports based on transactions and reconcile accounts to ensure their accuracy.

Responsibilities:

- Maintaining records
- Preparing financial reports
- Ensuring compliance with legal requirements
- Defining and ensuring implementation of policies and procedures specific for bookkeeping
- Ensuring collection of receivables

Skills/Qualifications:

- Education: Bachelor's or Associate's degree in accounting or business administration
- Critical thinking skills, detail oriented, ability to problem solve, organizational skills
- Minimum of 3 years' experience in bookkeeping and generally accepted accounting principles
- Preference given to candidates with a working knowledge of the cannabis industry and accounting software package specific to site

Position: Cash Manager

Job Description:

The Cash Manager reports to the Bookkeeper and oversees the management of cash flow

Responsibilities:

- Ensuring compliance with all applicable laws, regulations, policies and procedures, safeguarding and managing cash, accounting for all sales and expenses

Skills/Qualifications:

- Education: High school diploma or GED certificate supplemented with courses in bookkeeping and supervisory techniques
- Minimum of three years of clerical accounting experience
- Experience in cash management (e.g. gaming, banking)
- Knowledge of bookkeeping procedures and generally accepted accounting practices as they relate to cash receipts
- Competence in using computer systems and software applications necessary to the performance of work
- Basic problem solving skills associated with software applications

Position: Chief Executive Officer (Position Identified) – Mark Justh

Job Description:

The Chief Executive Officer will report to the company's principal officers. He will provide strategic direction, vision, and leadership to advance the company's objectives.

Responsibilities:

- Create and oversee the implementation of the company's vision and mission
- Develop and oversee the translation of the mission and vision into a strategic plan
- Ensure the company's strategic edge through ongoing awareness of scientific landscape and developments, legislation, market trends and consumer preferences
- Build coalitions and relationships to advance the goals of the company
- Hire key executive staff members
- Oversee the operation of the company by supervising executive staff and developing and implementing standards, controls, systems and procedures to assure the quality of the organization
- Promote programs that are cost-effective while maintaining program quality
- Manage organizational change and growth
- Represent the company to government representatives, the community and consumers
- Develop performance measures and ensure that they are met

Skills/Qualifications:

- Education: A Bachelor's or more advanced degree in business management
- Minimum of 4 years' experience in a senior management position
- Must be results oriented with demonstrated expertise in team building, problem solving, governance, community relations, and culture-building
- Must exhibit excellent oral and written communication skills to clearly and effectively relay ideas and expectations
- Ability to multitask, work in a fast-paced environment, deal well with stress, and have mediating/negotiator skills (conflict resolution).

Position: Chief Financial Officer (Position Identified) – Barry Frankel

Job Description:

The Chief Financial Officer reports directly to the CEO and is responsible for all financial and fiscal management facets of the company as well as all human resources and inventory aspects of Mindful Medical.

Responsibilities:

- Develop financial strategies together with the CEO and stakeholders
- Responsible for all financial and fiscal management facets of the company including profit and loss, expense control, budget development, record keeping and reporting
- Assist CEO in developing and implementing strategic plan through data analysis and financial forecasting
- Improve operational efficiency by implementing processes that increase productivity
- Responsible on a day to day basis for cash flow, company liabilities, financial relationships, stakeholder relations, and regulatory relationships pertaining to finances
- Direct oversight of cash management
- Oversee purchasing and payroll
- Develop and maintain internal control systems
- Monitor company's banking activities
- Oversee human resources and the cost-effectiveness of health care coverage, business insurance plans and other fringe benefits
- Oversee inventory and the maintenance of fixed assets

Skills/Qualifications:

- Education: MBA or related degree in business, management, accounting, or finance
- Outstanding and proven leadership, team building, managerial, and communication skills
- Minimum of five years' experience in financial management and/or business development in mid to large size corporation

Position: Chief Legal Counsel (Position Identified) – Matthew Tollin

Job Description:

The Chief Legal Counsel will serve as in-house counsel to provide strategic legal advice to management; liaise between the Applicant, government agencies, and external parties; anticipate future issues while identifying solutions to diminish risk; keep abreast of changing rules and regulations.

Responsibilities:

- Manage legal staff and legal functions of the business
- Define and develop company policies and procedures
- Advise on internal and external company policies
- Hire and oversee outside counsel
- Ensure legal compliance with all laws and regulations

Skills/Qualifications:

- BS degree in Law or JD degree
- Prefer some business coursework or experience in a business environment
- High level of integrity, responsibility and professional ethics
- Excellent oral and written communication skills
- Broad legal knowledge
- Outstanding analytical skills

Position: Chief Medical Officer (Position Identified) - Dr. Ron Goldenberg

Job Description:

The **Chief Medical Officer** (CMO), Ron Goldenberg M.D., will work together with the CEO to guide the organization as it works with the Department and medical researchers in advancing knowledge and understanding of medical marijuana efficacy and use

Responsibilities:

- Will play a key role in Mindful Medical’s research and development
- Will maintain critical links and a collaborative relationship with the New York University Medical Center for purposes of Research and Development related to medical marijuana

Skills/Qualifications:

- [REDACTED], Division of Pulmonary and Critical Care Medicine, [REDACTED]
[REDACTED]
- [REDACTED] at [REDACTED]
- [REDACTED] at [REDACTED]
- Graduate of Temple University Medical School

Position: Chief of Business Development (Position Identified) – Matthew Kibble

Job Description:

The Chief of Business Development will manage the dispensary side of the business, overseeing the Head of Dispensary Operations and the Marketing Department. He will report directly to the CEO.

Responsibilities:

- Oversee all dispensary operations including marketing, security, inventory and sales
- Assist in planning and shaping the overall business vision, goals and strategy
- Nurture outside business relationships
- Work with marketing department to identify new sales prospects
- Help drive business growth
- Develop marketing strategy

Skills/Qualifications:

- Education: Bachelor's degree, MBA or any business related Master's degree a plus
- At least five years proven success in a business development role, preferably with sales
- Proven sales track record
- Must have leadership qualities and be able to perform under pressure
- Excellent written and verbal communication skills
- Self-starter with strong organizational skills

Position: Chief of Manufacturing (Position Identified) -Pat Pericak

Job Description:

The **Chief of Manufacturing**, will oversee the manufacturing facility and all aspects of cultivation and production as well as be responsible for maintaining the physical plant for manufacturing and dispensing. He will report directly to the CEO, and the Cultivation Manager, Product Development Manager and Inventory and Warehouse Manager will report to him.

Responsibilities:

- Assist in the planning and design of the manufacturing facility
- Oversee and coordinate all functions of cultivation and production
- Work with the compliance, quality control, and security staff to develop protocols
- Create, implement, and coordinate cultivation and production protocols
- Create and implement procedures to support standards of cleanliness, safety, and repair
- Ensure that the building meets health and safety requirements and that the facility complies with regulations

Skills/Qualifications:

- Education: Bachelor's or Associate degree preferred
- 2+ years of experience in construction or facility maintenance
- Cannabis industry experience a plus
- Knowledgeable about the safe use of chemicals and cleaning materials
- Mechanical aptitude and manual dexterity
- Good communication skills

Position: Chief of Security

Job Description:

The Chief of Security reports directly to the CEO. S/he will be responsible for ensuring a safe and secure environment for every facility and for all employees, visitors, equipment, company data, inventory and products and ensure strict compliance with State of New York regulations.

Responsibilities:

- Manage security staff operations including the preparation, review, and execution of security standards, policies, and procedures; implementing and continuously reviewing site-specific security plans for each of the five Mindful Medical New York facilities
- Interview, vet, hire and train all security staff
- Establish interface and relationship with local law enforcement
- Oversee installation of all security system equipment
- Develop and implement short and long-range plans for personnel and guest safety, as well as asset protection
- Serve as the Card Access System Administrator
- Monitor and oversee the Center Monitoring Station, including camera and security system integration
- Create and implement safety protocols, including emergency preparedness plans, bomb threat plans and disaster response procedures
- Oversee all evacuation ordinance requirements, including fire and life safety teams, emergency evacuation/fire drills, safety training for employees, emergency manuals, signage, etc.
- Establish and enforce protocols for property removal, floor operations and controls, and after-hours facility access
- Respond to and provide assistance with reported medical emergencies, bomb threats, fire alarms, intrusion alarms, or elevator entrapments, following established emergency response procedures. Respond to and manage any extenuating circumstances should they arise.
- Conduct internal investigations and prepare written reports and documentation on investigative findings and processes
- Evaluate, recommend, and implement programs that continually improve security service levels
- Network with law enforcement organizations and security industry associations
- Manage and evaluate security shift supervisors, assistant supervisors, and security officers.
- Supervise and ensure compliance of training programs for security officers and supervisors
- Conduct quarterly after-hours inspections to observe security staff performance
- Coordinate and work with security vendors, including guard service and access control vendors, to manage costs associated with security and safety technology
- Provide management with quarterly reports and annual audits
- Attend building staff meetings as the representative for security

- Review shift reports, logs, and work orders on a daily basis, responding appropriately and ensuring accuracy in logging procedures
- Stay abreast of emerging trends and new developments within the security industry and implement where applicable.

Skills/Qualifications:

- Education: Bachelor's degree or Associate's degree in criminal justice preferred
- Experience in law enforcement or armed forces if possible
- At least three years' experience managing a multi-site security operation
- Proficiency in modern security technology systems, including electronic access control, central station monitoring systems and CCTV systems with digital recording
- Familiarity with cybersecurity protocols and systems
- Excellent communications and managerial skills
- Ability to respond effectively under emergency circumstances

POSITION: Compliance and Quality Control Officer

Job Description:

The Compliance and Quality Control Officer (CQC) reports directly to the Quality Assurance Officer and is responsible for maintaining the highest compliance and quality standards across all facets of the business. Through collaboration with other key leadership, the CQC shall develop, implement, and maintain all essential compliance and quality control programs and protocols. Additionally, the CQC is the primary point of contact between several outside resources including compliance consultants, legal counsel, regulatory agencies, testing laboratories, bond providers, and insurance providers.

Responsibilities:

- License, permit, and bond maintenance with the Dept. of Health, local municipalities, and other regulatory agencies
- Ensuring all company facilities and operations abide by local and State law
- Tracking developments in rule changes and legislation in an effort to maintain a proactive approach to compliance processes
- Leveraging outside resources for expertise, infraction identification, and infraction resolution
- Developing inspection schedule for cultivation facility, including detailed checklists, documentation, and rigorous follow up to confirm that all issues have been addressed
- Developing effective documentation methods of tracking unusual or unique activity
- Developing investigation and disciplinary protocols for employees suspected of operating outside of compliance standards
- Leveraging technology resources to streamline and automate compliance tracking and documentation
- Effectively interact with State and local regulators and coordinate with internal parties
- Ensuring that all security measures meet or exceed licensing requirements
- Working with key staff to implement quality control measures that guarantee adequate and safe production, uniformity of product, reliable and outstanding product quality, and safe and secure storage and distribution

Skills/Qualifications:

- Education: Minimum of a Bachelor's degree in accounting, business administration, legal studies, finance, or political science
- Outstanding and proven leadership, team building, managerial, and communication skills
- Minimum of four years' experience in quality assurance, compliance and/or business development in mid to large size corporation

Position: Cultivation Manager/Chief Grower

Job Description:

The Cultivation Manager will report to the Chief of Manufacturing and manage a large-scale cannabis production. He will develop and maintain all grow warehouse protocols and nutrient regimens and oversee a crew that will perform all tasks in the grow area. He will be responsible for maintaining a high quality grow process that will produce superior products beneficial to the patients.

Responsibilities:

- Managing a large-scale greenhouse and indoor cultivation facility
- Responsible for all grow processes, plants and staff
- Maintaining company strategic advantage through continuous research and familiarity with the newest techniques and developments in the industry
- Hiring and training grow staff
- Supervising all the tasks in the grow including: seeding, cloning, transplanting, feeding plants, defoliation, super cropping, topping, flushing, foliar and preventative sprays, trimming, packaging, waste disposal and inventory management.
- Developing and/or maintaining grow-house protocols and nutrient regimens.
- Supervising environmental factors including temperature and humidity
- Supervising preventative maintenance and elimination of all types of mold, powdery mildew, spider mites, root aphids and fungus gnats
- Managing plant scheduling and organization to project all garden needs on a daily, weekly, and monthly basis cataloguing and analyzing each individual strain
- Assisting government auditors with inventory, sales and compliance audits.
- Maintaining company strategic advantage by continued familiarity with the newest techniques and developments in the industry

Skills/Qualifications:

- Education: Prefer a BS in a related area of agriculture (e.g. plant biology, botany, horticulture, genetics)
- Minimum of 5+ years of comprehensive cannabis cultivation experience
- Must have immense knowledge of plant biology, the cannabis plant, plant genetics and industrial agriculture
- Must have at least two years of commercial grow experience as a Cultivation Manager
- Knowledge of large scale commercial plant cultivation including nutrient requirements, mediums, light requirements, temperature control, air flow, etc.
- Knowledge of plant diseases, insects and fungi, as well as plant treatment options
- Physical ability and health necessary to perform manual labor tasks required for the proper management of grow warehouse
- Must have accountability, proactive behavior and strong attention to detail

Position: Extraction Technician

Job Description:

The Extraction Technician reports to the Product Development Manager and is responsible for operating extraction equipment and preparing samples for process control.

Responsibilities:

- Routine maintenance of extraction equipment
- Prepare samples for process control
- Collaboration with production team to ensure consistent extract supply to production area

Skills/Qualifications:

- Minimally an Associate's degree, but preferable a Bachelor's degree in either chemical or a related field
- 1- 3 years' experience working in food science, pharmaceutical, chemical or related area
- Prefer some experience optimizing extraction equipment
- Hands-on problem solving

Position: Facility Maintenance Worker

Job Description:

The Facility Maintenance Worker will report to the Chief of Manufacturing and will perform maintenance service and repairs in the areas of plumbing, carpentry, painting, plastering, and machine and electrical servicing for the organization's facilities.

Responsibilities:

- Repair and maintain facility in optimum condition
- Conduct building inspections on a daily, weekly, and monthly schedule
- Troubleshoot minor maintenance problems
- Perform preventive building maintenance
- Perform routine plumbing, electrical and hardware repairs
- Purchase necessary equipment and supplies

Skills/Qualifications:

- Education: High School diploma or GED
- Minimum of one years' experience in construction or facilities maintenance
- Knowledge of building maintenance and repair
- Knowledge of machinery, equipment and tools
- Knowledge of safety practices, precautions, and occupational hazards
- Ability to read blueprints
- Ability to communicate effectively
- Skilled in the use of hand and power tools

Position: Growers (Indoor Grow and Greenhouse)

Job Description:

Growers will report to their respective managers in the greenhouse and indoor grow. They will maintain the plants and perform all grow functions.

Responsibilities:

- Cloning, plant maintenance, plant inspections, tagging/tracking plants
- Maintaining sanitary standards
- Checking and maintaining room conditions (e.g. humidity, temperature)
- Checking and maintaining fertigator

Position: Trimmers (Indoor Grow and Greenhouse)

Job Description

Trimmers will report to their respective managers in the greenhouse and indoor grow. They will perform the plant manicuring operations including hand and machine trimming and plant manicuring.

Responsibilities:

- Hand trim leaves from cannabis plants
- Operate a trimming machine to remove leaves from cannabis plants
- Manicure plants to encourage better growth

Skills/Qualifications for Growers and Trimmers:

- Education: Prefer an Associate's degree
- ServSafe certification
- Familiarity with the different strains of cannabis
- Prefer experience in cannabis cultivation or other commercial/industrial agriculture experience
- Must be punctual, detail oriented and a team player
- Must be able to lift heavy loads
- Must maintain a clean and orderly environment

- Prefer someone with an aptitude for mechanics
- Be able to work quickly and efficiently and in a team environment
- Comply with all HR and State rules and regulations including confidentiality and non-disclosure

Position: Head of Inventory Management

Job Description:

The Head of Inventory Management will report to the Chief Financial Officer. S/he will be in charge of inventory across all systems and facilities at Mindful Medical, including raw materials, products, purchasing and orders.

Responsibilities:

- Day to day accountability for inventory across all systems and facilities
- Purchasing and ordering of all raw materials for all facilities
- Strong interface with Quality Assurance and Security to ensure that there is no theft or diversion of marijuana or medical marijuana products
- Regular audits and report to DOH, including access to the State-approved Seed to Sale system

Skills/Qualifications:

- Education: Preferably a BA degree in a business related area
- Organization and time management skills

Position: Human Resources

Job Description/ Responsibilities:

Human Resources reports to the Chief Financial Officer. S/he is responsible for maintaining employee files, orienting new employees, providing proactive support and direction to the management team on HR policies, procedures, and employee benefits. S/he develops and maintains policies and procedures and updates them as required and assists employees with issues relating to fringe benefits.

Skills/Qualifications:

- Education: Minimum high school diploma or GED, Associate or Bachelor's degree preferred
- Minimum 5 years' administrative experience at executive level
- Proficient in Microsoft Office
- Able to multi-task and work in a fast paced environment
- Good problem solving skills
- Solid commitment to customer and employee service
- Interpersonal skills

POSITION: Information Technology & Cyber Security Officer

Job Description:

Establish and maintain all technology and security apparatus, including hardware and software to meet NYS requirements to adopt and maintain security, tracking, recordkeeping, record retention and surveillance systems for: the cultivation, manufacturing, sale, delivery, transportation, distribution, or dispensing of approved medical marijuana products by the Applicant.

Responsibilities:

- Develop and implement specific measures for the protection of all electronic data throughout the company and its facilities; measures will prevent unauthorized access to data, prevent loss or theft of data and allow for the recovery of lost or stolen data;
- Design and implement measures and procedures to protect the privacy of certified patient, designated caregiver, employee and partner medical and personal information;
- After consultation with, and obtaining written approval from, the CEO, purchase all necessary and appropriate hardware (e.g. computers, back-up systems, back-up power sources and networking equipment), and services (e.g. Internet, secure Wi-Fi, anti-virus, firewall and cloud services), for the manufacturing facility and four dispensaries;
- Install hardware and provide a state of the art, secure networking system that offers industry standards of high security protection against loss, theft or diversion of product or corruption of information;
- Secure and encrypt systems as appropriate and supervise the use of access controls, including passwords, PINS, biometrics, encryption and two-factor authentication;
- Implement a business continuity and IT disaster recovery framework;
- Watch and learn from the webinar training, as well as any other training to be developed
- Develop detailed knowledge and understanding of the three main technical components of the Medical Marijuana Program (MMP): The Medical Marijuana Tracking and Management Solution; The Medical Marijuana Module in the existing NYS Clinical Laboratory Information Management System (CLIMS); The Seed to Sale Tracking Solution;
- Set up the technical components at each facility and enable all hardware and related software to work securely and seamlessly;
- Train staff in the use of the technical components and all security-related policies, protocols and procedures, including physical, data and network breach occurrence or incident protocols; provide ongoing training, as needed, both in groups and on an individual basis;
- Interface with the software developers and/or the NYS DOH through their help desk protocol to be developed, to troubleshoot problems or issues with the software; and
- Be available for off-hour emergency calls.

Skills/Qualifications:

- Five years of experience working with information security, preferred; Professional certification preferred (CISSP, CISM, CISA, CRISC, or other information security credentials);

- Knowledge of firewalls, intrusion detection/intrusion prevention systems, anti-virus, remote access systems, network zoning, centralized monitoring, and application scanning;
- Knowledge of cyber security and risk control frameworks such as COBiT, ISO 27001, ITIL, and ISO 31000 preferred;
- Knowledge of business continuity and IT disaster recovery frameworks such as ISO 22301 and ISO 27031 preferred;
- Ability to build strong relationships with company stakeholders, including executives and vendors; and
- Proven integrity and the ability to handle confidential matters in a professional and mature manner.

Position: Inventory and Warehouse Manager

Job Description:

The Inventory and Warehouse Manager reports to the Chief of Manufacturing. S/he is responsible for assisting in a variety of warehouse duties, including shipping and receiving, unloading and loading trucks, fulfilling purchase orders, tracking products and keeping warehouse stocked with essential equipment.

Responsibilities:

- Receive and unload trucks
- Oversee the stocking of the warehouse with tools
- Ensure machinery is serviced and functional
- Maintain computerized database of inventory
- Match and process purchase and sales orders
- Fulfill customer orders
- Oversee ship
- Fill requisitions, work orders, or requests for materials, tools, or other stock items
- Follow all safety codes
- Record amounts of materials or items received
- Sort material
- Identify damage, loss, or surplus of goods and materials stored in the warehouse
- Maintain records of all activities and processes pertaining to the warehouse
- Liaise with customers, suppliers and transport companies
- Plan, coordinate and monitor the receipt and dispatch of materials
- Plan for efficient utilization of space and future requirements
- Maintain standards of health, safety, hygiene and security

Skills/Qualifications:

- Prefer a Bachelor's degree in a business management related area
- Excellent computer skills including excel and database applications
- Leadership and team building skills
- Organizational and time management skills

Position: Laborers

Job Description:

Laborers will report to their respective Assistant Chief Grower or Assistant Production Manager. They will assist in manual labor wherever required.

Responsibilities:

- Maintaining sanitary standards
- Assist wherever needed (clean, empty garbage, etc.)

Skills/Qualifications for Growers and Trimmers:

- Education: High School diploma or GED
- Prefer cannabis experience
- Any construction experience is a plus
- ServSafe certification
- Familiarity with the different strains of cannabis
- Prefer experience in cannabis cultivation or other commercial/industrial agriculture experience
- Must be punctual, detail oriented and a team player
- Must be able to lift heavy loads
- Must maintain a clean and orderly environment

- Prefer someone with an aptitude for mechanics
- Be able to work quickly and efficiently and in a team environment
- Comply with all HR and State rules and regulations including confidentiality and non-disclosure

Position: Product Assemblers

Job Description:

The Product Assembler staff will report to the Assistant Production Manager. They will perform all tasks relating to product distribution, packaging, weighing, and inventory.

Responsibilities:

- Production room activities, including preparations for packaging, equipment coding, labeling, weighing, record keeping, tracking, and packaging
- Using all machinery relating to these activities
- Complying with all packaging and sanitation rules and regulations

Skills/Qualifications:

- Education: Bachelor's or Associate's degree
- ServSafe certification
- Prefer experience in inventory at another production facility
- Must be punctual and a team player
- Prefer someone with an aptitude for mechanics

Position: Product Development Manager

Job Description:

The Product Development Manager reports to the Chief of Manufacturing. S/he will optimize existing products, maintain the inventory levels required at the cultivation center, track dry weights of all products and maintain high quality of product at all times.

Responsibilities:

- Oversee bulk and direct packaging and distribution
- Maintain inventory levels
- Track dry weights of all products
- Create a paper trail of all weighing activities
- Coordinate efficient and cost-effective inventory seed to sale system with grow staff
- Track inventory weekly, including planting, harvesting, weighing and plant destruction
- Weekly audits of products in house and daily observance of store inventories
- Communicate with vendors to keep supplies steady
- Prepare supplies, such as packing materials, for delivery to dispensaries
- Must communicate with grow area to keep track of number of plants available
- Must be aware of any changes or incorrectly entered data and follow proper procedures to correct errors
- Maintain a clean and organized facility
- Properly maintain the security of the production area by ensuring adherence to safety and security protocols
- Maintain contact with upper management numerous times during the week to ensure that all processes are running smoothly
- Ensure that all travel manifests are properly filled out and stored

Skills/Qualifications:

- Education: Bachelor's degree in management or related business area preferred
- Minimum of 2 years' management experience
- ServSafe certification
- Excellent communication and team building skills
- Keen eye for detail

Position: Quality Assurance Officer (Position Identified) – Aaron Lentz*

*Note: Aaron Lentz has been identified as a candidate for this position; his contract is currently under negotiation.

Job Description:

The Quality Assurance Officer will be responsible for all regulatory compliance and quality control and will report directly to the CEO. He will be expected to develop, implement and maintain robust, system-wide compliance programs and work with the Department of Health to maintain highest compliance levels.

Responsibilities:

- Writing, creating and implementing standard operating procedures
- Establishing standards for quality, product testing, and take part in strategic development
- Engaging in and staying current with regulatory research
- Coordinating third party laboratory analysis
- Ensuring that products meet all regulatory standards

Skills/Qualifications:

- A Master's or PhD in a related area of science or agriculture (e.g. plant biology, botany, chemistry, food science)
- Has a minimum of 3+ years of related experience
- Quality control background with lab experience and familiarity with food testing protocols and Good Agricultural Practices (GAPs)
- Experience with product recalls and required technologies
- Must have accountability, be proactive and exhibit strong attention to detail

KEY STAFF
RESUMES
AND
SUPPORT LETTERS

MARK JUSTH



BIOGRAPHY

Mark Justh of [REDACTED] achieved notable success in the financial world before embracing a business opportunity that would revisit his [REDACTED] [REDACTED] the land. As [REDACTED] of [REDACTED] and [REDACTED] occupying over 4000 acres of farmland in Madison County, NY, Mark naturally combines leadership skills honed during years of Army service with the intellectual achievements of his college years, and the executive talent that distinguished his [REDACTED] year career with [REDACTED], managing their brokerage business in [REDACTED].

Prior to joining [REDACTED], Mark was a [REDACTED] at [REDACTED] [REDACTED] from [REDACTED] to [REDACTED] where he managed a \$25 million fund that made private investments in media properties. From [REDACTED], he served as a [REDACTED] at [REDACTED] based in [REDACTED] where he was responsible for Institutional Equity Sales coverage of [REDACTED] and [REDACTED] for the US equity product. He was also an [REDACTED] with [REDACTED].

Mark has never allowed financial success to dull his sensitivity to those less fortunate. After finishing his army service, Mark worked for the New York City Housing Preservation Department where he developed housing for the homeless in the Bronx and Harlem. His dedication to environmentalism and good stewardship of the earth is heartfelt. He is a board member and [REDACTED] of [REDACTED], and is an [REDACTED] to the [REDACTED].

Mark is a leader with a stellar work ethic, a scrupulous record of government regulatory compliance and an entrepreneurial energy that galvanizes those around him. As [REDACTED] of [REDACTED], he has acquired significant experience with NY State agriculture and market laws and is an expert in government financial and agricultural protocols. He often works shoulder to shoulder with his farm hands, herding cattle and always seeking better understanding of the operation from the ground up.

These assets, as well as Mark's keen appreciation for organic, holistic foods, an unpolluted food chain and a clean environment, drew the attention of investors and leaders of Mindful Medical NY, LLC, an industry leader in the cultivation, extraction and dispensing of premium grade medical marijuana. His keen intelligence, honesty, energy and management skills make him a natural choice as CEO of Mindful Medical NY, LLC.

EXPERIENCE

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

Project Coordinator 1987 - 1994

New York City Housing Preservation Department, *New York City*

- New York City Housing Preservation Department - Special Initiatives Program. Project Coordinator, worked with community groups and contractors to rehabilitate multi-family dwellings in the South Bronx, Harlem and East NY.

First Lieutenant US Army 1989 - 1992

- Honorably discharged from the US Army Reserve as a First Lieutenant in the Medical Service Corps.

EDUCATION

Insead *Fontainebleau, France* 1992 - 1993

- Masters of Business Administration

New York University *New York, NY* 1989 - 1992

- Masters of Science in Real Estate Finance

Princeton University *Princeton, NJ* 1983 - 1987

- Bachelor of Science Economics

POSITIONS

Current - Board member and [REDACTED] of [REDACTED]

Past Board Memberships - Albert G Oliver Scholars Program, Prospect Park Alliance

[REDACTED] to [REDACTED]

DISTRICT OFFICE:
1669 Bedford Avenue, 2nd Floor
Brooklyn, New York 11225
Phone: (718) 284-4700
Fax: (718) 282-3585

ALBANY OFFICE:
Legislative Office Building, Room 608
Albany, New York 12247
Phone: (518) 284-4700
Fax: (518) 426-6856



NEW YORK STATE SENATE
SENATOR JESSE HAMILTON

RANKING COMMITTEES

BANKS
MENTAL HEALTH

COMMITTEES

AGRICULTURE
COMMERCE
EDUCATION
ENERGY AND TELECOMMUNICATIONS

June 3, 2015

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

Dear Dr. Zucker,

I am writing this character reference for Mark Justh, CEO of Mindful Medical NY. I have had the pleasure of knowing Mark for a number of years. He has been an active member of the Park Slope, Brooklyn community. From coaching youth soccer to helping keep Prospect Park a vibrant resource for the community, Mark has invested time and energy in Brooklyn.

Mark has been active both in the public domain as a Board member of the Prospect Park Alliance and in business, building Fleishers Grass Fed and Organic Meats which is headquartered in Brooklyn. Fleishers has more than 50 employees and has its main processing facility in Red Hook. Mark is building an agriculture business upstate that provides organic hay throughout the East Coast as well as all natural proteins to Fleishers and other outlets throughout New York State. The combination of his prior banking management background and his deep knowledge of agriculture make him a highly qualified CEO for Mindful Medical NY.

I am also very supportive of the fact that, as far as I know, Mindful Medical NY is the only applicant applying for a medical marijuana license that has women and people of color as partners in its corporate structure. In 2014, Governor Cuomo increased the State's commitment to contracting with minority- and women-owned businesses to 30 percent, the highest target in the nation. It is incredibly important to maintain this commitment especially as we introduce a new industry and new medical solutions to those New Yorkers most in need of them both.

Yours in Service,

A handwritten signature in cursive script that reads "Jesse Hamilton".

Jesse Hamilton
New York State Senator, 20th District

+

RONALD M. GOLDENBERG, M.D.

[REDACTED]
Cell: [REDACTED]

Email: [REDACTED]

Beeper: [REDACTED]

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

EMPLOYMENT

TRAINING

New York University School of Medicine, Pulmonary and Critical Care Fellowship.

New York, New York July 1999 - June 2002

Boston University Medical Center, Internal Medicine Residency Program

Boston, Massachusetts June 1996 – June 1999

EDUCATION

Doctorate of Medicine, Temple University School of Medicine

Philadelphia, Pennsylvania. September 1991- May 1996

Baccalaureate of Science, University of Albany

Albany, New York. Major: Biology, September 1987 – May 1991

**BOARD
CERTIFICATIONS**

American Board of Internal Medicine - 1999

Pulmonary Medicine- 2001/2012

Critical Care Medicine- 2002 /2012

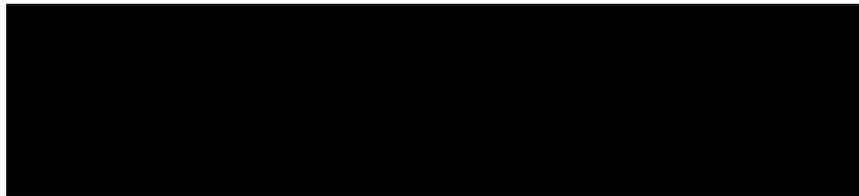
Neuro Critical Care- 2009

LICENSES

New York - 213430

Massachusetts - 156937(expired)

HONORS



Pulmonary and Critical Care Fellow of the Year- 2001 NYU Medical Center

CHEST Foundation and Aventis Clinical Research Trainee Award in Thrombosis for CHEST 2000- \$10,000 award received June 2000

Teaching Associate --Department of Medicine, June 1996 - Present

Phi Beta Kappa

Magna Cum Laude

Signum Laudis Honor Society

Golden Key National Honor Society

Dean's List 1987-1991

RESEARCH & PUBLICATIONS

Sub-Investigator - A Phase IIb Study to Determine the Efficacy and Safety of LY315920 in Patients with Severe Sepsis - Eli Lilly and Company

Sub-Investigator - Prospective, Randomized, Double Blind Comparison of the Efficacy and Safety of Sequential Treatment with Monifloxacin versus Ceftriaxone in Patients with Nosocomial Pneumonia - Bayer Corporation

Case Report: Ventricular Fibrillation in a World-Class Weightlifter Following Induction of Anaesthesia A Angelilli, K Felner, E Katz, R Goldenberg *ACTA Cardiologica* 60(4):443-4 Aug 2005
Accepted for poster presentation ACP

Vathesatogkit P. Goldenberg R. Parsey M. Disseminated Histoplasmosis with Severe Sepsis and Acute Respiratory Failure *Chest* 123(1) 272-6 Jan 2003

Barriers to Implementation of the ARDSnet Recommendations. RM Goldenberg, S Zafar, MV Parsey
Presented at ATS 2002 as slide presentation
Submitted for publication

The Role of the Prothrombin Gene G20210A Mutation in Thromboembolic Complications following Total Hip and Knee Arthroplasty. R. Goldenberg, CJ Della Valle, C Fang, PE DiCesare, WN Rom, DJ Steiger.
Abstract May 2001 Presented at ATS in May 2001

The Utility of a Clinical Model and Chest C.T. Angiogram in Patients with Suspected Pulmonary Embolism. R Goldenberg, E Faller, C Maca, E Weeks,

No. 4580 P. 3

May 26, 2015 10:27AM

P Taverna, J Munger, V Donnabella, J Shatkin, WN Rom, DJ Steiger
Abstract May 2000 Presented at ATS in May 2000

Goldenberg,R.M., Girone,J.A.C. **Oral Pyridoxine in the Prevention of Oxalate Kidney Stones** *American Journal Of Nephrology* . Nov.-Dec-1996

Medical Informatics System

Albert Einstein Medical Center, *Laboratory of Medical Informatics.*

Advisor: Igal Nevo, M.D.

Responsible for designing a study to test whether the VX system,
a new system which gathers and analyzes multiple vital signs,
improves human performance and identifies changes more rapidly.

EXPERIENCE

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

COMMITTEES **Pharmacy and Therapeutics Committee- NYU Medical Center- Chair**
Emergency Preparedness Committee- NYU Medical Center
Medicine Safety Committee- NYU Medical Center
Internal Medicine Clinical Competency Committee
Antithrombotic Committee- NYU Medical Center
MUE Committee- NYU Medical Center
ICU Tiger Team- Chair
ICOG

SOCIETIES **American Medical Association, American College of Physicians**
Massachusetts Medical Society, American Thoracic Society, American
College Of Chest Physicians

HOBBIES **NYC Marathon --Completed 2000**
Basketball
Softball
Tennis



550 First Avenue, New York, NY 10016

May 26, 2015

To Whom It May Concern:

I am writing a strong letter of support for Dr. Ron Goldenberg.

I have known Ron for the past 15 years and find him to not only be a great doctor but a man of great integrity. He has impeccable character and is incredibly well liked. He is always going out of his way to help other people. He is dedicated to making others better.

He has been the [REDACTED]

[REDACTED] and is an active leader at [REDACTED]

I think he will be a valuable asset to any organization that he joins.

If you have any questions feel free to give me a call

Sincerely

A handwritten signature in black ink, appearing to read "David Schwartz".

David Schwartz, M.D.

Director of the MICU

NYU Langone Medical Center

Barry R. Frankel

[REDACTED]

[REDACTED]

[REDACTED]

EMPLOYMENT

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

EDUCATION

The Wharton Graduate School, University Of Pennsylvania

Degree Conferred: MBA in Finance with Distinction, May 1974

Academic Honors:

- Director's Honors List
- Beta Gamma Sigma - Business Honor Society

The College Of Engineering, Rutgers University

Degree Conferred: BS in Industrial Engineering Summa Cum Laude, June 1972

Academic Honors:

- Tau Beta Pi - Engineering Honor Society
- Alpha Pi Mu - Industrial Engineering Honor Society
- James J. Slade Scholar - Rutgers Honor Society; thesis in Urban Planning

PROFESSIONAL ASSOCIATIONS

- Board Member: Cireca Theranostics, Nanocare Therapeutics, Chimera Biotechnology



PUBLICATIONS

The Current State of the Pharmaceutical Industry Research & Development: Four Part Series



LENZ FOOD
SOLUTIONS

AARON J. LENZ

FOOD SAFETY CONSULTANT

EXPERIENCE

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

EDUCATION

Associate of Occupational Studies—Culinary Arts

[The Culinary Institute of America](#), Hyde Park, New York (2004)

Bachelors of Science (2) with Honors—Pre-Medical Science; Biochemistry

[Montana State University](#), Bozeman, Montana (1995)

Undergraduate Honors Thesis: *Effects of Heat on the Epicuticular Lipids of D. willistoni*

[Montana State University](#), Bozeman, Montana (1995)

CERTIFICATIONS AND TRAINING

Principles of Hazard Analysis and Critical Control Point (HACCP)

[The Pennsylvania State University](#); University Park, PA [[International HACCP Alliance](#)-Accredited] (2013)

Certified Commercial Pesticide Technician—Food Processing (7F)

[New York State Department of Environmental Conservation](#) (2013)

Sous-Vide Preparation of Meat, Poultry, Seafood, Fruit, and Vegetables

[Culinary Research and Education Academy](#); New York City, New York (2013)

Principles of Low-Acid and Acidified Canned Foods

Better Process Control School (Full Course)

[Cornell University](#) [Compliant with [U.S. Food and Drug Administration](#) regulatory requirements] (2013)

- **HACCP for Not Shelf Stable, Ready-to-Eat, and Not Ready-to-Eat Products;**
- **Food Safety Regulatory Essentials—Raw Products HACCP and Sanitation**
- **Poultry Slaughter Inspection Training**
- **In-Plant Egg Products Training**

United States Department of Agriculture [USDA], Food Safety and Inspection Service [FSIS] (2009)

Cured Meats Professional Level Course

[Iowa State University](#); Ames, Iowa (2008)

AWARDS AND ACKNOWLEDGEMENTS

Highest Annual Performance Appraisal Rating—“Outstanding”

USDA FSIS, Office of Field Operations, Albany District (2011)

Featured in Three Agency Publications for Contributions Made to Public Health Mission

USDA FSIS, Congressional Public Affairs Office and Office of Management; Washington, D.C. (2012)

LANGUAGES

English

Native speaker

Spanish

Fluent spoken and written

PATRICK PERICAK

EDUCATION:

COLORADO STATE UNIVERSITY- B.S. Economics

SUMMARY OF QUALIFICATIONS:

- ◆ Skilled in applied mathematics and data analytics
- ◆ Strong communication skills
- ◆ Experienced manager

EXPERIENCE:

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

May 28, 2015

Re: Reference letter for Patrick Pericak

To whom it may concern:

My name is Don Schellhaas . I have known Patrick Pericak for over [REDACTED] years. We attended Colorado State University in 1972. Pat received a degree in Economics and always had a clear understanding of markets, economic concepts and their application to the real world scenarios.

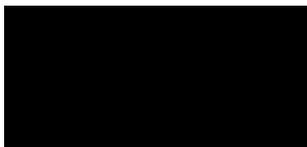
Pat has been a loyal friend and one with an honest and humorous reputation. He is reliable, excellent with the written word and can quickly calculate numbers. He would be a valuable part of any business by virtue of his ability to disseminate, analyze, and interpret information while applying it to current business situations. I often call him for business advice.

Pat has high expectations for those he works with but is very fair and honest. I highly expect Pat Pericak will be successful in the Medical Marijuana field in New York State as he has been extremely successful and is well respected here in Colorado.

Please do not hesitate to call me with any questions.

Regards,

Don Schellhaas



May 28, 2015

Re: Reference letter for Patrick Pericak

To whom it may concern:

My name is Dennis Wieszcholek and I have known Patrick Pericak for over [REDACTED] years. In 1975, we were [REDACTED] at Colorado State University and most recently in [REDACTED] together distributing [REDACTED] moisture detection equipment in the United States and Canada for the past [REDACTED] years.

Pat is an extremely smart business person who understands markets, sales, economics and trends. He's straight forward with his opinions and honest when working with clients and employees.

Pat is exceptionally skilled in mathematics and can quantify situations quickly. Because of his excellent communication skills and ability to work with a variety of people, he has been an asset for my business. Pat Pericak will do well in any Medical Marijuana venture in New York State and will be a tremendous asset to the industry.

Regards.

Dennis Wieszcholek
[REDACTED]

Matthew S. N. Kibble

WORK EXPERIENCE

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

Matthew S. N. Kibble

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

ADVISORY BOARDS

08/14–Present MOVE Systems, Advisory Board

New York, NY

EDUCATION

01/97–11/01 Bachelor of Commerce, University of Queensland
Majors: Accounting and Finance

Brisbane, Australia

01/97–11/01 Bachelor of Science, University of Queensland
Brisbane, Australia Major: Biomedical Sciences

Brisbane, Australia

12/05 FINRA Series 7, 63 Qualifications

New York, NY

CHARITABLE WORK AND INTERESTS

- Board member for the philanthropic organizations of Music for Tomorrow and 2Seeds Network and on the event committees of The River Fund, The Fortune Society and The Botanical Gardens
- [REDACTED]
- [REDACTED]
- Host partners of the collective art world's 2010 "Tools for Thought" to rebuild Haiti at Sotherby's
- [REDACTED]



BREGAL INVESTMENTS

To To whom it may concern (via email) June 10, 2014
From Charles (Chuck) Flynn, Managing Director of Bregal Investments
Re Reference on Matt Kibble

Dear Sirs (Madams),

I have had the distinct pleasure of knowing Matt Kibble for more than [REDACTED] years, and I am delighted to provide him with a reference letter.

Our investment worlds overlap from time to time, and professionally I know that Matt has the very highest integrity. I have seen his unwavering fidelity to investors, and those who've placed their trust in him, in a number of business situations. I manage private investments on behalf of a substantial European family that greatly values integrity and discretion, and our dealings with Matt have been excellent every time. Matt is a positive and fun person to be around, but at the same time he has an unwavering radar that guides him to do the right thing.

Matt is a very generous person, and does not hesitate to jump into the breach for a noble cause – from time to time he comes upon another good cause and I am more than happy to contribute to the good charity work that he is doing all the time. His awareness and care for those less fortunate is an inspiration. I wish the world had more people like Matt.

I would be happy to explain in more detail why I have such a high regard for this fine young man. So, please do not hesitate to contact me with any questions, at any time, via email at cflynn@bregal.com or by phone at +1 (212) 573-6232

Sincerely,

Chuck Flynn
Managing Director
Bregal Investments

Richard Kirshenbaum

August 7, 2014

Board Members
118 East 60th Street
New York, NY 10022

To the Board:

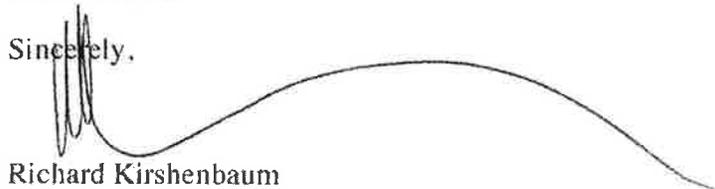
I am delighted to be writing a personal letter of recommendation for my very dear friends Matt and James Kibble.

As a long term resident and member of the board of [REDACTED] I am very aware of the importance of having the right tenants as neighbors. In my opinion, Matt and James would be more than welcome at [REDACTED] and I believe a great addition to any building.

My [REDACTED] and I have known Matt and James for many years and have always found them to be upstanding individuals, respected businessmen and philanthropic leaders. On a personal note, they both possess the qualities we look for in good friends: warmth, honesty, integrity and a love of family. We have always been impressed with their impressive character and business acumen.

I am totally confident that Matt and James would make wonderful neighbors and would be a great addition to any building. Should you have any further questions do not hesitate to contact me.

Sincerely,



Richard Kirshenbaum
Chief Executive Officer

RK/co'c

NEW YORK
GLOBAL  LEADERS
DIALOGUE

PHIL SCANLAN
Founder and Chairman

SERGIO FERNANDEZ DE CORDOVA
Vice Chairman

JOHN J. KELLY
Communications Director
JKelly@NYGLD.org

ELIJAH SUSSMAN
Director of Operations
ESussman@NYGLD.org

ADVISORY COUNCIL
United States Senator Brian Burke
Ambassador Luiz Felipe de Seixas Cortes
Ambassador Cynthia Schneider
Robert D. Zoellick
Robert Dalen Schneider
Theodore Roosevelt IV
Ellis Rubinstein
George Sapiro
Terrence Chacka

June 24, 2014

TO WHOM IT MAY CONCERN — MATT KIBBLE

Matthew Kibble, who is well known to me, is a young global leader investing in early stage technology companies through his engagement with investment banking, mergers and acquisitions, and capital markets. Matthew continues to build relationships which span the globe through his ability to engender trust among leading principals in banking and finance.

In extra-curricular matters, Matthew mentors younger leaders and has assumed a leadership role in our planetary platform of attracting young global leaders from all continents.

Matthew is the product of an excellent education through his degree from the University of Queensland, majoring in biomedical sciences. He is FINRA Series 7 and 63 certified.

Most important is Matthew's integrity and commitment to serving the community where he resides, and I have pleasure in recommending him.

Please do not hesitate to let me know if I can be of further assistance.

Yours sincerely,



PHIL SCANLAN | CHAIRMAN
New York Global Leaders Dialogue

Australian Consul General, New York April 2009 – September 2013

NEW YORK
GLOBAL  LEADERS
DIALOGUE

philscanlan@aald.org

825 Third Avenue, 8th Floor • New York, New York 10022 • +1-212 634 5987 • NY DOS ID# 446916

MATTHEW TOLLIN



EDUCATION

Harvard Law School, Cambridge, MA
Juris Doctor, May 2000

Georgetown University, Washington, DC
Bachelor of Arts in Psychology, May 1995



EXPERIENCE

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

The City College of New York, New York, NY
Adjunct Professor, August 2004- 2005

- Taught *Introduction to the Law: Legal Reasoning and Legal Writing* in the Political Science Department.

New York City Council, New York, NY

General Counsel to the Governmental Operations Committee, September 2002 – December 2004

- Drafted legislation, researched legal and factual issues and organized Council hearings on various issues; including, but not limited to drafting the New York City False Claims Act, campaign finance reform, openness in government initiatives, First Amendment issues and other civil rights/liberties issues.

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

Publications/Acknowledgements: Tollin et al., Global Injustice: An Overview of Racism, Racial Discrimination, Xenophobia, and Related Intolerance, “Africa” (July 2001).

Lectures/Presentations: “The Role of the Government Lawyer,” at Harvard’s Office of Public Interest Advising Annual World of Law Panel Discussion (2003); “Small is the New Big,” at 2014 LexThink.1 conference (www.pointonlaw.com/small-is-the-new-big)

Languages: Studied Portuguese, Spanish, Swahili, Arabic and Latin.

Activities/Awards: Community Board 9, *Former Member*; The Association of the Bar of the City of New York, *Former Member*; NAACP, Mid-Manhattan Branch, *Former Board Member*; American Friends University of Haifa; *Former Board Member*. Winner of 7 Telly Awards; 3 Emmy Awards, *Executive Producer*.

Bar Admission: New York State, Federal courts, NYS Eastern and Southern Districts.



HOUSE OF REPRESENTATIVES
WASHINGTON, D. C. 20515

Dr. Howard A. Zucker, Commissioner
New York State Department of Health
Bureau of House Counsel, Regulatory Affairs Unit
Corning Tower Building, Room 2438
Empire State Plaza
Albany, New York 12237

June 3, 2015

Dear Commissioner Zucker:

This letter serves as a character reference for Mr. Matthew Tollin, the Chief Legal Officer of Mindful Medical NY. I have had the pleasure of knowing Matthew for [REDACTED] years since he was a lawyer with New York City Council. I then retained Matthew as my [REDACTED] for several elections when he was in private practice. Matthew has always been smart, creative, ethical and industrious. He's always known how to tackle complex problems and I've come to lean on him through the years for his sound legal advice and acumen.

I am also very supportive of the fact that Mindful Medical NY has women and people of color as senior partners in its corporate structure. In 2014, Gov. Cuomo increased the State's commitment to contracting with minority—and women—owned businesses to 30 percent, one of the highest participating targets in the nation. It is incredibly important to maintain this commitment especially as we introduce a new industry and new medical solutions to those New Yorkers most in need of them both.

I am more than happy to answer any questions with regard to Matthew's background or provide additional insights via email or phone. I wholeheartedly endorse him and his team for the application.

Kindest regards,


Yvette D. Clarke
Member of Congress

Dr. Howard A. Zucker, Commissioner
New York State Department of Health
Bureau of House Counsel, Regulatory Affairs Unit
Corning Tower Building, Room 2438
Empire State Plaza
Albany, New York 12237

May 15, 2015

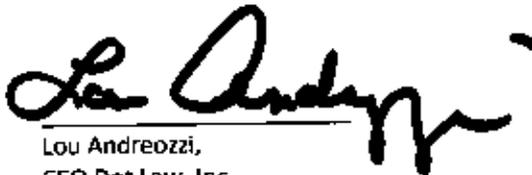
Dear Commissioner Zucker:

I am writing this character reference for Matthew Tollin- the Chief Legal Officer of Mindful Medical NY. I have had the pleasure of knowing Matthew for years as an [REDACTED] to his company [REDACTED]. As the former [REDACTED] of [REDACTED] and [REDACTED] of [REDACTED] I am experienced in spotting great ideas and people in the legal space. Matthew proved to be one of those stars in our industry. Sharp, talented, driven. It's been a pleasure seeing his enterprise grow and helping him steer it along the way.

I know he will do an incredible job of helping make Medical Marijuana accessible in New York State. I am very familiar with how this wonderful opportunity is becoming legally available throughout our country to help suffering children and adults that cannot find relief in any other way. I am pleased to see New York at the forefront of visionary change and am glad Matthew is at the forefront of implementing those changes.

I am more than happy to answer any questions with regard to Matthew's background or provide additional insights via email or phone.

Kindest regards,



Lou Andreozzi,
CEO Dot Law, Inc.

[REDACTED]

ADVISORY GROUP BIOS

LEON CHARNEY

Leon Charney's stunning rise from humble beginnings to international prominence is a classic American Dream story. Today he is an acclaimed lawyer, author, broadcaster, real estate tycoon, political pundit and philanthropist – but it all began with a young man who had to “sing for his supper”—to pay his way through law school, he preformed cantorial services in synagogues.

Shortly after graduating law school, armed with a few dollars and lots of guts, Charney [REDACTED] his own [REDACTED] representing sports and show business personalities. He built his [REDACTED] and an early fortune by maximizing tax benefits for oil partnerships. His confidence and entrepreneurial spirit, combined with good judgment and creativity led him try his hand at real estate. He [REDACTED] his [REDACTED] in [REDACTED]. In a few decades, he had catapulted to the peak of New York City's real estate and investment universe. He now [REDACTED] in Times Square with 1.2 million square feet of commercial space.

Ranked by “Forbes” as among the wealthiest Americans who started with nothing, Charney's achievements go far beyond the world of finance. He entered the realm of politics as a Special Counsel to Sen. Vance Hartke of Indiana in his early thirties. In the decades that followed, Charney developed a reputation as an expert in the complex realm of domestic and foreign politics. He became close to Golda Meir, Prime Minister of Israel, and joined the struggle to free Soviet Jews and help them migrate to Israel. Coordinated with U.S. initiatives, those efforts bore fruit, with the emigration of thousands of Soviet Jews to the Jewish state.

Later, from 1977-1981, U.S. President Jimmy Carter tapped Charney as a political advisor to help broker the Camp David Accords between Israel and Egypt. In a forward for one of Charney's books, Carter referred to Charney as "the unsung hero of the Camp David Peace Treaty."

For years, Charney [REDACTED] a [REDACTED], which dealt with local New York politics, foreign affairs and the Middle East, social issues and popular culture. Although since [REDACTED], the [REDACTED] has only broadcast repeats of previous shows, Charney is still ranked among the foremost authorities on the Middle East and the Arab-Israel conflict.

An accomplished [REDACTED] with strong pro-Israel leanings—he divides his time between his residences in [REDACTED] and [REDACTED]—Charney has [REDACTED] philosophical and historical [REDACTED], drawing on his fascination with Middle East politics, and with Jewish history and philosophy. He is [REDACTED] to the [REDACTED] and is the [REDACTED] of [REDACTED].

Jonathan Forman

Jonathan is a [REDACTED] at [REDACTED], a global public and private healthcare investment firm, which he joined in [REDACTED]. Prior to that, he was a [REDACTED] at [REDACTED] beginning in [REDACTED]. Before going into finance, Jonathan was an officer in the United States Marine Corps for over six years, deploying twice in support of Operation Iraqi Freedom as a platoon commander of both infantry and special operations units. He graduated from the University of Chicago with a B.A. in Philosophy

LOIDA NICOLAS-LEWIS

Loida Lewis has left her footprint across many landscapes. A lawyer by profession, admitted to practice in the Philippines and New York, she was the first Filipina woman to pass the New York bar without attending law school in the United States. Ironically, after having won her discrimination case against the US Immigration and Naturalization Service in 1987 and been awarded three years back pay, Loida served for ten years as General Attorney with the INS. She [REDACTED] now in its 10th edition and a best-seller in its genre.

After the [REDACTED], she served for six years as [REDACTED] and [REDACTED] of [REDACTED], a \$2 billion multinational food company with operations all across Europe. In 1995, Loida appeared on the cover of Working Woman magazine as the Top Business Woman in America.

As [REDACTED] of her late husband's company, she won over a skeptical business community by wise executive decisions that paid off in spades. She sold company assets including the corporate jet, paid down debt, downsized the New York corporate staff by 50 percent and increased overall company earnings. After successfully running the company for [REDACTED], she completed the sale of [REDACTED] and its related businesses in [REDACTED], achieving a 35 percent return on investment for its shareholders.

Loida is [REDACTED] of the [REDACTED], which has donated millions of dollars to Harvard Law School, the [REDACTED], and [REDACTED]. There is a Reginald F. Lewis International Law building at Harvard and the Reginald F. Lewis School of Business at Virginia State University.

She also supports Asian American Legal Defense and Education Fund, Asian Pacific American Legal Center, Asian Pacific Islander Coalition on HIV/AIDS, Asian Pacific American Film, Asian American Arts Alliance, Asian American Federation of New York, Asian American Foundation, Diversity Theater and Ma-Yi Theater.

She has [REDACTED]; [REDACTED]
[REDACTED]

Marvin Schein

Managing Partner, Salmar Properties

Marvin Schein [REDACTED] in [REDACTED] with his [REDACTED]. Soon after, [REDACTED] purchased Federal Building #2 in Liberty View Plaza and undertook a huge restoration project, making it one of the sleekest industrial buildings in the city. Liberty View Plaza is now home to companies in the hi-tech, fashion, medical sciences and visual arts production sectors, which provide jobs to local residents in the Sunset Park area. Through Marvin's dedication to local employment initiatives, Opportunities for a Better Tomorrow has been able to secure jobs for numerous graduates.

Before making the switch to real estate, Marvin [REDACTED], a world leader in health care supplies distribution to office-based doctors, dentists and vets. Under his leadership, Marvin and his management team successfully took the company public in the late 1990s. In addition to his support for [REDACTED], Marvin has served as [REDACTED] to the [REDACTED] board for the past [REDACTED] years. Mr. Schein is a graduate of Ohio State University School of Pharmacy.

Alex Spiro

Alex Spiro is a brilliant Harvard-trained lawyer with a rich background in criminal law and psychology who has already left his footprint in many fields, including humanitarian and social justice causes.

After graduating Harvard Law School, Mr. Spiro worked for the CIA and then joined the Manhattan District Attorney's Office, distinguishing himself in a number of high-profile cases. He helped indict and convict Rodney Alcala, the "Dating Game" serial killer, for two NY murders in the 1970s, and, convicted, at trial, serial murderer Travis Woods.

Currently, Mr. Spiro works with the prominent NY-based law firm of [REDACTED] as a [REDACTED], handling cases in both state and federal court. His notable clients include Mick Jagger, Dinesh D'Souza, Thomas Gilbert Jr., Jeff Tweedy, Thabo Sefolsha, Chris Copeland, and Peter Beard. Mr. Spiro has tried over 50 cases with verdicts ranging from misdemeanors to murders.

Prior to becoming a lawyer, Mr. Spiro studied bio-psychology and worked for more than [REDACTED] years at [REDACTED]. In his capacity as [REDACTED] of various departments in an adolescent treatment facility, he developed a singular understanding of the special challenges facing adolescents in our society, regardless of socio-economic status. He also ran a summer program for children with autism and Asperger's that helped ease the burden for families coping with these particular special-needs, often "invisible" populations.

Mr. Spiro has also served on the [REDACTED] of [REDACTED] for the past [REDACTED] years. In addition, he is a member of Phi Beta Kappa, and has received several other academic and professional citations, including the Albert Imlah writing award and the ACC Northeast Ethics Lawyering award.

PERFORMANCE REVIEW FORM

Performance Review

Employee Name	Hire Date	Position
Reviewing Supervisor/Manager	Review Dates (From - Through)	

Reason for Performance Review
Annual _____ Other _____

Job Responsibilities <i>Briefly describe major responsibilities during review period.</i>

The Performance Review provides a means for discussing, planning and reviewing performance. Managers and employees are strongly encouraged to discuss job performance and goals on an informal day-to-day basis. Formal performance reviews are conducted on a periodic basis to assess strengths, determine developmental needs and provide an opportunity to discuss future goals.

Performance Review Ratings	
Outstanding - 5	Performance consistently far exceeds job requirements.
Exceeds Expectations - 4	Performance consistently meets and frequently exceeds job requirements.
Successful - 3	Performance fully meets job requirements.
Needs Improvement - 2	Performance meets some, but not all, job requirements.
Unsatisfactory - 1	Performance is below job requirements.

Employee Name:

Job Knowledge

- a. Demonstrates the knowledge and skill required for the job.
- b. Exercises appropriate decision making and accountability.
- c. Performs efficiently without jeopardizing quality.

Rating _____

Job Knowledge Comments

Dependability

- a. Demonstrates ability to follow-up and follow-through on assignments.
- b. Displays reliability and consistency in attendance and punctuality.
- c. Adheres to schedules and plans.
- d. Displays integrity and honesty in work and communication.

Rating _____

Dependability Comments

Teamwork

- a. Works effectively with others to accomplish tasks, projects and assignments.
- b. Demonstrates respect to customers both internal and external.
- c. Communicates changes or concerns to others in a constructive and proactive manner.

Rating _____

Teamwork Comments

Employee Name:

Employee Comments

Employee signature acknowledges review of this document and discussion of the contents with the supervisor/manager. Employee signature only indicates receipt of the review; not agreement or disagreement with the review.

Employee

Date

Reviewing Supervisor

Date

Department Manager

Date

Human Resources

Date

Proof of Internet

MiNDFUL MEDiCAL Manufacturing Center
4337 Lebanon Road, Eaton, NY 13334



INIFG9G
P.O.Box 2300
Fort Wayne, IN 46801-2331

Phone 800-921-8102
Fax 800-483-4872

Re: Business Telephone Numbers 315-837-4891 & 375-837-9667

Frontier Communications provides Frontier Simply Unlimited Business Voice Lines, and Frontier Business Broadband Max 7/1mbps to:

J & D Farms
4337 Lebanon Road
Eaton, New York 13334

Sincerely,

Caitlin M. Gunkel
Business Sales & Service Consultant
Caitlin.gunkel@fir.com
1-877-433-3806 ext. 5210



Proof of Internet

MiNDFUL MEDiCAL Dispensary Facility #1
315 Court Street, Binghamton, NY 13902

From: Strong, Darin [<mailto:darin.strong@twcable.com>]
Sent: Wednesday, June 03, 2015 8:50 AM
To: Greg Nash
Subject: Time Warner Cable Business Services

Hello Greg,

Thank you for contacting Time Warner Cable Business Class. Here is the break down and costs associated with services that we discussed for your business. Please be advised that prices can change as this is just a quote. Once you are ready to get services installed I can send you an actual agreement with all services and final pricing at time of the agreement being signed.

Mindful
315 Court St
Binghamton, NY 13904
303-915-7555

10Mx1M Internet - \$70.00
Business Class Phone – Unlimited Nationwide Calling - \$34.99 first line and \$29.99 for each additional line (total of 3 requested).

\$70.00 - Internet
\$34.99 – Phone line 1
\$29.99 – Phone line 2
\$29.99 – Phone line 3
\$29.99 – Phone line 4

Total \$194.96 per month (taxes and fees not included)

If you have any further questions please feel free to contact me as I will be happy to answer them for you.

Have a great day!

Darin Strong
Account Executive I
Time Warner Cable Business Class
3311 S. Main St. Horseheads, NY 14845
(607) 584-0652: office
[REDACTED] mobile

business.twc.com



----- Forwarded message -----

From: **Haigler, Charles** <charles.haigler@twcable.com>

Date: Mon, Jun 1, 2015 at 5:30 PM

Subject: RE: FW: TIME WARNER

To: Michael Fragin <[REDACTED]>

Location:

315 Court St

Binghamton, NY 13904

You are 375 ft from our nearest service point which will require construction. Any job requiring construction at a distance of over 350 – 1000ft has a minimum of a 3 year commitment and > 95.00 per month in services is required to be approved to build to the customer site per construction guidelines.

Thank you!

Chuck



Proof of Internet

MiNDFUL MEDiCAL Dispensary Facility #2
392 Pearl Street, Buffalo, NY 14202

From: Culberson, Lindsey [<mailto:lindsey.culberson@verizon.com>]
Sent: Monday, June 01, 2015 4:51 PM
To: Greg Nash
Subject: RE: Service address

Hello,

We can provide FIOS at 60 Fullerton Ave, Yonkers, NY 10704 . Here is the pricing: 25M/25M - \$79.99 per month or 50M/50M - \$104.99 per month.

We can provide DSL at 392 Pearl St Buffalo, NY 14202 and 800 3rd Ave Brooklyn, NY 11232. Here is the pricing: 3Mbps/768Kbps - \$52.99 per month or 7Mbps/768Kbps - \$89.99 per month.

Please let me know if you would like to place an order. I am happy to help.

Sincerely,

Lindsey Culberson
Account Representative Medium Business | Verizon Enterprise Solutions
Tel: 303-305-5101 | 800-284-7006 ext. [REDACTED]
6415 Business Center Drive, Highlands Ranch, CO 80130, USA

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Proof of Internet

MiNDFUL MEDiCAL Dispensary Facility #3
60 Fullerton Ave, Yonkers, NY 10704

From: Culberson, Lindsey [<mailto:lindsey.culberson@verizon.com>]
Sent: Monday, June 01, 2015 4:51 PM
To: Greg Nash
Subject: RE: Service address

Hello,

We can provide FIOS at 60 Fullerton Ave, Yonkers, NY 10704 . Here is the pricing: 25M/25M - \$79.99 per month or 50M/50M - \$104.99 per month.

We can provide DSL at 392 Pearl St Buffalo, NY 14202 and 800 3rd Ave Brooklyn, NY 11232. Here is the pricing: 3Mbps/768Kbps - \$52.99 per month or 7Mbps/768Kbps - \$89.99 per month.

Please let me know if you would like to place an order. I am happy to help.

Sincerely,

Lindsey Culberson

Account Representative Medium Business | Verizon Enterprise Solutions
Tel: 303-305-5101 | 800-284-7006 ext. [REDACTED]
6415 Business Center Drive, Highlands Ranch, CO 80130, USA

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MiNDFUL MEDiCAL Dispensary Facility #4
800 Third Avenue, Brooklyn, NY 11232

From: Nordfors, Kristyn L <kristyn.l.nordfors@verizon.com>

Date: Mon, Jun 1, 2015 at 5:05 PM

Subject: Service Availability

To: [REDACTED]

Hi Michael,

This email is to confirm service availability as discussed today.

We have FiOS available at 60 Fullerton Ave Yonkers, NY.

We have up to 7M DSL available at 392 Pearl St Buffalo, NY.

We have up to 3M DSL available at 800 3rd Ave Brooklyn, NY.

I am unable to locate 315 Court St Binghamton, NY 13904 in our systems. You may want to check with the building owner or the city to confirm this is the physical address on file in the 911 database.

When you are ready to place orders just respond to this email with the best contact number and I will get back to you ASAP.

We look forward to doing business with you!

Kristyn
Verizon Business Sales Center

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Timeline/ Gantt Chart

Manufacturing

Construction of Phase One (5,000 square foot indoor facility and one acre greenhouse under construction) will commence by 7.22.15. The indoor facility will be completed 9.30.15. With all systems in place, trial SOP's will commence 9.23.15 extending through 12.15.15. Cultivation will begin with completion of the 5,000 sq. foot indoor facility on 10.1.15. Plant material will be ready for extraction on 12.15.15. Products will be ready to be shipped to the Applicant's dispensaries on 12.31.15.

Approvals for Phase Two (full build-out of the greenhouse and 30,000 square foot indoor facility) will be secured between 7.1.15 and 3.31.16. The greenhouse will be fully built by 10.15.15, at which point Large Scale Grow will begin. The 30,000 sq. ft. indoor facility with full Large Extraction Capability will be completed by 12.01.15. Trial SOP's in the Large Scale Facility will extend from 10.01.15 to 2.16.16. Cultivation on a large scale will commence on 10.15.15. Large scale extraction will begin on 4.12.16, with products produced on a large scale ready for delivery to the Applicant's dispensaries on 5.11.16.

Dispensaries

All local approvals will be in place by August 28, 2015. Key staff will be hired by 9.14.15. Trial SOPs will be complete by 12.16.15, including the state-approved Seed to Sale program, POS, inventory audit, open and close, and emergency response trials. Inventory stocking will take place on 1.01.15, when the dispensaries will open to receive patients.

Manufacturing Gantt Chart

Task Name	Duration	Start	Finish
Phase One Marijuana Production and Extraction Facility	134	07/01/15	01/04/16
Town Board Approval	0	07/01/15	07/01/15
Planning Board Approval	0	07/01/15	07/01/15
Construction Documents Prepared	0	07/01/15	07/01/15
Building Permit Obtained	0	07/22/15	07/22/15
Bidding Phase Completed	0	07/22/15	07/22/15
Contract Award Phase (General Contractor)	0	07/22/15	07/22/15
Contract Award Phase (Mechanical)	0	07/22/15	07/22/15
Contract Award Phase (Electrical)	0	07/22/15	07/22/15
Contract Award Phase (Plumbing)	0	07/22/15	07/22/15
Commencement of Construction	0	07/22/15	07/22/15
Site Preparation	9	07/22/15	08/03/15
Leveling	3	07/22/15	07/24/15
Drainage (Roof, Interior, & Sewage)	2	07/27/15	07/28/15
Digging Holes for Foundation Poles	1	08/03/15	08/03/15
Utilities	30	07/22/15	09/01/15
Electricity	30	07/22/15	09/01/15
Telephone	5	08/05/15	08/11/15
Potable water	20	07/22/15	08/18/15
Irrigation/Sewage Water	5	07/29/15	08/04/15
Natural Gas	22	07/22/15	08/20/15
Foundation	17	07/22/15	08/13/15
Soils Test	5	07/22/15	07/28/15
Piers	6	07/27/15	08/03/15
Foundation	10	07/31/15	08/13/15
Concrete Floors/Walkways	5	08/03/15	08/07/15
Roof Drainage	3	08/05/15	08/07/15
Structure	22	08/14/15	09/14/15
Framing	10	08/14/15	08/27/15
Electrical	10	08/25/15	09/07/15
Dry Wall	10	09/01/15	09/14/15
Ventilation and Cooling Systems	5	09/15/15	09/21/15
Mechanical Ventilation	5	09/15/15	09/21/15
Exhaust Fans	5	09/15/15	09/21/15
Horizontal Airflow Fans	5	09/15/15	09/21/15
Heating Systems	5	09/04/15	09/10/15
Hot Air Unit Heater	5	09/04/15	09/10/15
Polytube Distribution System	5	09/04/15	09/10/15
Irrigation Systems	14	09/04/15	09/23/15
Drip Irrigation	14	09/04/15	09/23/15
CO2 Injection Units	5	09/04/15	09/10/15
CO2 Distribution Systems	5	09/04/15	09/10/15
Building/Grow Room Lighting	10	09/11/15	09/24/15
Supplemental Lighting	5	09/11/15	09/17/15
Photoperiod Lighting	10	09/11/15	09/24/15
Walkway/External/Security Lighting	5	09/11/15	09/17/15
Growing Systems/Growing Rooms	7	09/16/15	09/24/15
Tables/Benches	7	09/16/15	09/24/15

Carts/Mobile tables for transport	7	09/16/15	09/24/15
Environmental Control Systems	7	09/16/15	09/24/15
Analog Control	7	09/16/15	09/24/15
Computer Control	7	09/16/15	09/24/15
Alarm Systems	7	09/16/15	09/24/15
Electrical Installations	11	09/15/15	09/29/15
Service/Employee Entrance Equipment	5	09/23/15	09/29/15
Control Panels	5	09/23/15	09/29/15
Main Operating Voltage	5	09/15/15	09/21/15
Low Voltage Lines	5	09/15/15	09/21/15
Back-Up Generator	5	09/23/15	09/29/15
Extraction Equipment Installation	10	09/15/15	09/28/15
Site Finishing (Parking Lot/Landscaping)	5	09/23/15	09/29/15
Phase One - Trial Phase SOPs	60	09/23/15	12/15/15
Plant Processing Trials	10	09/28/15	10/09/15
Extraction and Post-Extraction Trials	60	09/23/15	12/15/15
Testing and Standardization	1	10/07/15	10/07/15
R&D Lab-Product Development	40	10/21/15	12/15/15
Production Systems Trials	40	10/21/15	12/15/15
Cultivation - First Grow Readiness	51	07/22/15	09/30/15
Hiring/Staffing Complete	51	07/22/15	09/30/15
Grow Room Complete	0	09/25/15	09/25/15
Construction Complete - Phase 1	0	09/30/15	09/30/15
All Cultivation/Production Raw Material On-Site	74	09/23/15	01/04/16
Seed (Current Crop and Mother Plants)	7	09/23/15	10/01/15
Mother Plants	60	09/29/15	12/21/15
Clones (Future Crop)	10	12/22/15	01/04/16
Vegetative Plants	7	09/23/15	10/01/15
Flowering Plants	40	10/02/15	11/26/15
Harvesting Plants	1	11/27/15	11/27/15
Extraction and Production Facility - Final Production Pha	24	11/30/15	12/31/15
Material Procurement	1	11/30/15	11/30/15
Packaging - Procurement	0	11/30/15	11/30/15
Ingredients - Procurement	0	11/30/15	11/30/15
Plant Material Recieved	0	11/30/15	11/30/15
Plant Processing	10	12/01/15	12/14/15
Size Reduction	1	12/01/15	12/01/15
Drying	10	12/01/15	12/14/15
Extraction	6	12/15/15	12/22/15
Extraction Process	2	12/15/15	12/16/15
Post Extraction	1	12/17/15	12/17/15
Standardization	3	12/18/15	12/22/15
Production	7	12/23/15	12/31/15
Pre-Weigh	1	12/23/15	12/23/15
Blending	0.5	12/24/15	12/24/15
Fill/Form/Convert	0.5	12/24/15	12/24/15
WIP-HOLD	3	12/25/15	12/29/15
Final Packout	1	12/30/15	12/30/15
First Products Ready to be Shipped	0	12/31/15	12/31/15
Large Scale Medical Cannabis Production Facility Approva	197	07/01/15	03/31/16
All Permits in Place	197	07/01/15	03/31/16

Site Preparation	29	07/01/15	08/10/15
Leveling	18	07/01/15	07/24/15
Drainage (Roof, Interior, & Sewage)	10	07/27/15	08/07/15
Digging Holes for Foundation Poles	7	07/31/15	08/10/15
Utilities	48	07/01/15	09/04/15
Electricity	30	07/01/15	08/11/15
Potable water	20	07/08/15	08/04/15
Irrigation/Sewage Water	1	09/04/15	09/04/15
Telephone	1	08/14/15	08/14/15
Natural Gas	22	07/01/15	07/30/15
Greenhouse Foundation	31	07/01/15	08/12/15
Soil-Bearing Consideration	10	07/01/15	07/14/15
Posts	12	07/08/15	07/23/15
Perimeter Wall	15	07/23/15	08/12/15
Concrete Floors/Walkways	10	07/29/15	08/11/15
Roof Drainage	5	08/05/15	08/11/15
Greenhouse Structure	10	08/10/15	08/21/15
Roof	10	08/10/15	08/21/15
Sidewalls	10	08/10/15	08/21/15
Endwalls	10	08/10/15	08/21/15
Ventilation and Cooling Systems	10	08/24/15	09/04/15
Mechanical Ventilation	10	08/24/15	09/04/15
Natural Ventilation	10	08/24/15	09/04/15
Exhaust Fans	10	08/24/15	09/04/15
Horizontal Airflow Fans	10	08/24/15	09/04/15
Curtain Systems	5	08/25/15	08/31/15
Internal Curtains	5	08/25/15	08/31/15
Blackout Curtains	5	08/25/15	08/31/15
Heating Systems	10	08/17/15	08/28/15
Hot Air Unit Heater	10	08/17/15	08/28/15
Hot Air Furnace	10	08/17/15	08/28/15
Hot Water Unit Heater	10	08/17/15	08/28/15
Polytube Distribution System	10	08/17/15	08/28/15
Irrigation Systems	15	08/17/15	09/04/15
Drip Irrigation	15	08/17/15	09/04/15
Fertigation	10	08/17/15	08/28/15
Proportioners	10	08/17/15	08/28/15
Liquid Fertilizer Injection Systems	10	08/17/15	08/28/15
Slow Release Fertilizer	10	08/17/15	08/28/15
CO2 Injection Units	21	08/17/15	09/14/15
CO2 Distribution Systems	21	08/17/15	09/14/15
GreenHouse/Grow Room Lighting	15	08/31/15	09/18/15
Supplemental Lighting Systems	10	08/31/15	09/11/15
Photoperiod Lighting Systems	15	08/31/15	09/18/15
Walkaway-External and security lighting	7	09/10/15	09/18/15
Growing Systems/Growing Rooms	10	09/21/15	10/02/15
Greenhouse Floor	10	09/21/15	10/02/15
Greenhouse Tables/Benches	10	09/21/15	10/02/15
Ebb/Flo Tables	5	09/21/15	09/25/15
Carts/Mobile tables for transport	5	09/21/15	09/25/15
Environmental Control Systems	14	09/21/15	10/08/15

Analog Control	14 09/21/15	10/08/15
Computer Control	14 09/21/15	10/08/15
Alarm Systems	14 09/21/15	10/08/15
Electrical Installations	28 09/07/15	10/14/15
Service/Employee Entrance Equipment	10 10/01/15	10/14/15
Control Panels	10 10/01/15	10/14/15
Main Operating Voltage	10 09/07/15	09/18/15
Low Voltage Lines	10 09/07/15	09/18/15
Back-Up Generator	10 09/28/15	10/09/15
Miscellaneous Equipment Installations	20 09/07/15	10/02/15
Site Finishing (Parking Lot/Landscaping)	10 09/21/15	10/02/15
Cultivation - Large Grow Readiness	77 07/01/15	10/15/15
Hiring/Staffing Complete	77 07/01/15	10/15/15
Grow Room Complete	0 10/08/15	10/08/15
Construction Complete - Phase 2	0 10/15/15	10/15/15
All Cultivation/Production Raw Material On-Site	65 09/07/15	12/04/15
Seed	5 09/07/15	09/11/15
Mother Plants	65 09/07/15	12/04/15
Clones	10 09/07/15	09/18/15
Vegetative Plants	14 09/07/15	09/24/15
Flowering Plants	60 09/07/15	11/27/15
Harvest Plants	5 11/30/15	12/04/15
Plant Processing	17 12/07/15	12/29/15
Drying/Curing/Trim	14 12/07/15	12/24/15
Packaging and Shipping	3 12/25/15	12/29/15
Extraction Facility Capability Build-Out	110 07/01/15	12/01/15
Extraction Processing	110 07/01/15	12/01/15
Site Prep	80 07/01/15	10/20/15
Plant Processing	10 09/30/15	10/13/15
Extraction and Post-Processing	110 07/01/15	12/01/15
Testing and Standardization	110 07/01/15	12/01/15
Production Infrastructure	110 07/01/15	12/01/15
Warehousing	1 09/30/15	09/30/15
Laboratory	70 07/01/15	10/06/15
Extraction and Production Facility - Trial Phase SOPs	99 10/01/15	02/16/16
Plant Processing Trials	10 10/14/15	10/27/15
Extraction and Post-Extraction Trials	89 10/01/15	02/02/16
Testing and Standardization	1 12/02/15	12/02/15
R&D Lab-Product Development	42 12/21/15	02/16/16
Production Systems Trials	40 12/23/15	02/16/16
Extraction and Production Facility - Final Production Phase	61 02/17/16	05/11/16
Material Procurement	40 02/17/16	04/12/16
Packaging - Procurement	40 02/17/16	04/12/16
Ingredients - Procurement	40 02/17/16	04/12/16
Plant Material Recieved	0 04/12/16	04/12/16
Plant Processing	11 04/13/16	04/27/16
Size Reduction	1 04/13/16	04/13/16
Drying	10 04/14/16	04/27/16
Extraction	9 04/28/16	05/10/16
Extraction Process	2 04/28/16	04/29/16
Post Extraction	1 05/02/16	05/02/16

Testing and Standardization	6 05/03/16	05/10/16
Production	6 05/04/16	05/11/16
Pre-Weigh	1 05/04/16	05/04/16
Blending	0.5 05/05/16	05/05/16
Fill/Form/Convert	0.5 05/05/16	05/05/16
WIP-HOLD	3 05/06/16	05/10/16
Final Packout	1 05/11/16	05/11/16

Dispensary Gantt Chart

Task Name	Duration	Start	Finish
Phase One Marijunan and Extraction Facility	133	07/01/15	01/01/16
Town Board Approval	0	07/01/15	07/01/15
Planning Board Approval	0	07/01/15	07/01/15
Construction Documents Prepared	0	08/25/15	08/25/15
Building Permit Obtained	0	08/26/15	08/26/15
Bidding Phase Completed	0	08/27/15	08/27/15
Contract Award Phase (General Contractor)	0	08/28/15	08/28/15
Contract Award Phase (Mechanical)	0	08/28/15	08/28/15
Contract Award Phase (Electrical)	0	08/28/15	08/28/15
Contract Award Phase (Plumbing)	0	08/28/15	08/28/15
Commencement of Construction	0	08/28/15	08/28/15
Site Preparation	57	07/01/15	09/17/15
Design/Engineering	40	07/01/15	08/25/15
Demolition	14	08/31/15	09/17/15
Utilities	5	08/31/15	09/04/15
Telephone Service Transfer	5	08/31/15	09/04/15
Gas Service Transfer	5	08/31/15	09/04/15
Electrical Service Transfer	5	08/31/15	09/04/15
Structure	14	09/18/15	10/07/15
Framing	14	09/18/15	10/07/15
Electrical	14	09/18/15	10/07/15
Dry Wall	14	09/18/15	10/07/15
Ventilation and Cooling Systems	14	10/08/15	10/27/15
Mechanical Ventilation	14	10/08/15	10/27/15
Heating Systems	14	10/08/15	10/27/15
Hot Air Unit Heater	14	10/08/15	10/27/15
Building Lighting	14	10/08/15	10/27/15
Supplemental Lighting	14	10/08/15	10/27/15
Walkway/External/Security Lighting	14	10/08/15	10/27/15
Environmental Control Systems	14	10/08/15	10/27/15
Analog Control	14	10/08/15	10/27/15
Computer Control	14	10/08/15	10/27/15
Electrical Installations	14	10/08/15	10/27/15
Service/Employee Entrance Equipment	14	10/08/15	10/27/15
Security/IT Equipment	14	10/08/15	10/27/15
Control Panels	14	10/08/15	10/27/15
Main Operating Voltage	14	10/08/15	10/27/15
Low Voltage Lines	14	10/08/15	10/27/15
Furniture Installations	7	10/28/15	11/05/15
Desks/Tables/Chairs	7	10/28/15	11/05/15
Wall mounts/Permanent Fixtures	7	10/28/15	11/05/15
Site Finishing	21	10/28/15	11/25/15
Landscaping	21	10/28/15	11/25/15
Parking Lot	21	10/28/15	11/25/15
Trial Phase SOPs	14	11/26/15	12/15/15
State Sanctioned Tracking Program Trials	14	11/26/15	12/15/15
POS Trials	14	11/26/15	12/15/15
Inventory Audit Trials	14	11/26/15	12/15/15
Open and Close Trials	14	11/26/15	12/15/15
Emergency Response Trials	14	11/26/15	12/15/15
Retail - First Sale Readiness	80	09/14/15	01/01/16
Construction Complete	0	11/26/15	11/26/15
Hiring/ Key Staffing Complete	0	09/14/15	09/14/15

Trial Phase SOPs Complete	0	12/16/15	12/16/15
Inventory Stocked	0	01/01/16	01/01/16
Shelves/Displays Stocked	0	01/01/16	01/01/16

Statement and Documents Regarding Ability to Comply

Attached are the following documents that testify to the ability of the applicant to comply with all mandated rules and regulations:

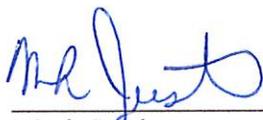
- 1) A statement from Mark Justh, CEO of Mindful Medical New York, LLC;
- 2) A statement from the Town of Georgetown regarding the compliance record of Mr. Justh, who is a local farmer and businessman;
- 3) Licenses held by Mindful Colorado and associated companies;
- 4) DBA's that explain Mindful's relationship to the companies holding licenses; and
- 5) Letters from Accelerate Colorado and Aurora Colorado that speak to Mindful's leadership in the area of regulatory compliance.

It should be noted that Mindful was cited by Diana Savino (D-Staten Island) as having provided a "blueprint" for a medical marijuana program in New York. This is what was written in The New York Daily News, June 21, 2014: "Diana Savino (D-Staten Island), the prime sponsor of the bill in the Senate... credited Gaia with providing expertise — giving the state a basic blueprint of what a regulated system would be and showing reluctant lawmakers that you could avoid the wide-open system that California implemented in 1996, which led to medical pot falling into the hands of teenagers....They've been pretty good because you need somebody to educate you because we don't have any frame of reference in New York — how do you run a medical marijuana program, what would one look like."

Statement of Compliance

Mindful Medical New York, LLC hereby acknowledges its ability to fully comply with all applicable New York State laws and regulations, including, but not limited to, the Compassionate Care Act 10 NYCRR Part 1004. Furthermore, Mindful Medical New York, LLC acknowledges its ability to fully comply with all local laws and regulations relating to the activities in which it intends to engage under the registration.

IN WITNESS WHEREOF, the Chief Executive Officer of the Applicant Mindful Medical New York, LLC attests to the foregoing and has hereunto set his hand and seal on the date written below.



Mark Justh
Chief Executive Officer
Mindful Medical New York, LLC

6/3/2015
Date



Town of Georgetown
995 State Route 26
P.O. Box 256
Georgetown, N.Y. 13072

May 30, 2015

Dear Commissioner Zucker,

The Town Board of Georgetown unanimously supports Mindful's proposed Medical Marijuana facility in our town. Mindful representatives Erik Williams and Mark Justh have presented their project to every segment of our local government, with a commitment by all to see this succeed here in Georgetown.

This enthusiastic response, was in part because of NY CEO Mark Justh presence here in our community as a [REDACTED], who has demonstrated a dedication to proper stewardship of our natural resources, and the ability to manage his labor force fairly and ethically for the benefit of not only his business but our small town.

Madison County is a rural area that is home to an array of various agricultural enterprises. I am confident we have the broader agribusiness infrastructure needed to ensure the success of this important endeavor.

On behalf of The Georgetown Board.

Sincerely,



Paul Walrod
Town Supervisor

Mindful Colorado's successful license history dating back to 2010

Licenses Held by Winkanda, LLC and Associated Parties			
LICENSES TYPE	Entity	Address	License #
MMED Medical Marijuana OPC License	WDG, INC.	3880 Holly St Denver CO 80207	403R-00106
MMED Medical Marijuana OPC License	WDG, INC.	3880 Holly St Denver CO 80207	403-01061
MMED Medical Marijuana Center License	WDG, INC.	5926 E. Colfax Ave Denver CO	402R-00085
MMED Medical Marijuana Center License	WDG, INC.	5926 E. Colfax Ave Denver CO	402-00703
Business Professional License Retail OPC	WDG, INC.	3880 Holly St Denver CO 80207	1069384
Business Professional License Retail Marijuana Store	WDG, INC.	5926 E. Colfax Ave Denver CO	1069382
Business Professional License Medical Marijuana OPC	WDG, INC.	3880 Holly St Denver CO 80207	1060624
Business Professional License Medical Marijuana Center	WDG, INC.	5926 E. Colfax Ave Denver CO	1045777
MMED Retail Marijuana Products Mfg.	TR Scientific, LLC	3880 Holly St Denver CO 80207	404R-00015
MMED Infused Products Manufacturer	TR Scientific, LLC	3880 Holly St Denver CO 80207	404-00356
Business Professional License Retail Marijuana Infused Products	TR Scientific, LLC	3880 Holly St Denver CO 80207	1069785
Business Professional License Medical Marijuana Infused Products	TR Scientific, LLC	3880 Holly St Denver CO 80207	1067863
MMED Medical Marijuana OPC License	H&J Services, Inc	3880 Holly St Denver CO 80207	403-00696
MMED Medical Marijuana OPC License	H&J Services, Inc	3880 Holly St Denver CO 80207	403-00698
MMED Medical Marijuana Center License	H&J Services, Inc	1015 2nd St Berthoud CO 80513	402-01000
Business Professional License Medical Marijuana OPC	H&J Services, Inc	3880 Holly St Denver CO 80207	1066100
Business Professional License Medical Marijuana OPC	H&J Services, Inc	3880 Holly St Denver CO 80207	1074488
Business Professional License Medical Marijuana Center	H&J Services, Inc	1015 2nd St Berthoud CO 80513	N/A
MMED Medical Marijuana OPC License	Floobies LLC	3880 Holly St Denver CO 80207	403-00694
MMED Medical Marijuana OPC License	Floobies LLC	3880 Holly St Denver CO 80207	403-01093
MMED Medical Marijuana Center License	Floobies LLC	417 North Circle Drive Colorado Springs CO 80909	402-01008
Business Professional License Medical Marijuana OPC	Floobies LLC	3880 Holly St Denver CO 80207	1066101
Business Professional License Medical Marijuana OPC	Floobies LLC	3880 Holly St Denver CO 80207	1074487
Business Professional License Medical Marijuana Center	Floobies LLC	417 North Circle Drive Colorado Springs CO 80909	719518
MMED Retail Marijuana Store License	5B1S, LLC	231 Gregory Street Black Hawk, CO	402R-00374
MMED Retail Marijuana Cultivation OPC	5B1S, LLC	3880 Holly St Denver CO 80207	402-00952
MMED Medical Marijuana OPC License	5B1S, LLC	3880 Holly St Denver CO 80207	403-00698
Business Professional License Retail Marijuana Store	5B1S, LLC	231 Gregory Street Black Hawk, CO	14-1
Business Professional License Medical Marijuana OPC	5B1S, LLC	3880 Holly St Denver CO 80207	1074488
Business Professional License Medical Marijuana Center	5B1S, LLC	231 Gregory Street Black Hawk, CO	1411
MMED Retail Marijuana Store License	3LP LLC	1401 Peoria Steet Aurora, CO 80011	402R-00333
MMED Retail Marijuana Store License	3LP LLC	6403 North Jackson Gap Street Aurora, CO 80019	402R-00290
Business Professional License Retail Marijuana Store	3LP LLC	1401 Peoria Steet Aurora, CO 80011	pending
Business Professional License Retail Marijuana Store	3LP LLC	6403 North Jackson Gap Street Aurora, CO 80019	pending



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- Business Information
- Business Search

- FAQs, Glossary and Information

Summary

Details			
Trade name	Mindful		
Registrant name	FLOOBIES LLC		
Status	Effective	Formation Date	11/13/2014
ID number	20141691536	Form	Limited Liability Company
Renewal month	n/a	Expiration Date	n/a
Primary residence or usual place of business street address	n/a		
Primary residence or usual place of business mailing address	n/a		

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Summary

Details			
Trade name	Mindful		
Registrant name	WDG, Inc.		
Status	Effective	Formation Date	11/13/2014
ID number	20141692530	Form	Corporation
Renewal month	n/a	Expiration Date	n/a
Primary residence or usual place of business street address	n/a		
Primary residence or usual place of business mailing address	n/a		

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Summary

Details			
Trade name	Mindful		
Registrant name	H&J SERVICES, INC		
Status	Effective	Formation Date	11/13/2014
ID number	20141691564	Form	Corporation
Renewal month	n/a	Expiration Date	n/a
Primary residence or usual place of business street address	n/a		
Primary residence or usual place of business mailing address	n/a		

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June 2, 2015

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

Dear Mr. Zucker:

Accelerate Colorado would like to convey to you its unqualified support of MiNDFUL's application to operate a medical marijuana dispensary in New York.

Accelerate Colorado is a partnership between business and local governments in Colorado that works with the U.S. Congress and key federal leadership on issues critical to the state's economic development, top industries, and business community. We work year-round to build consensus among the state's local governments and business leaders in order to present a unified, comprehensive agenda at the federal level for the economic benefit of the state as a whole.

MiNDFUL has been a member and strong supporter of Accelerate Colorado for the past several years and Meg Sanders has actively participated in our annual Washington, D.C business mission. Even though there have been no marijuana related asks on our agenda, Meg has worked hand in hand with the elected officials and private sector representatives on the trip to engage our Congressional delegation on issues important to the state such as transportation, water, and aerospace/defense. Meg is an excellent example of selfless civic mindedness and we appreciate her involvement.

Meg's organization, MiNDFUL, has an excellent reputation in Colorado. In an industry that is under constant government and public scrutiny, MiNDFUL has been a flagship in setting an example of how things should be done properly, from its grow operations to its retail operations. MiNDFUL has been beyond reproach.

Accelerate Colorado urges you to give positive consideration to MiNDFUL's application for a medical marijuana license in New York.

Sincerely,

A handwritten signature in black ink, appearing to read "Morgan Cullen", is written over a light blue horizontal line.

Morgan Cullen
Executive Director



June 2, 2015

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

Dear Mr. Zucker:

On behalf of the Aurora Economic Development Council, I would like to express my organization's strong support of MiNDFUL's application to operate a medical marijuana dispensary in New York.

Aurora EDC is a forty year old non-profit corporation with a mission of creating and retaining primary jobs in Aurora which is Colorado's third largest city. Our Board of Directors includes a select group of elected officials and private sector companies that provide executive leadership for our economic development initiatives. MiNDFUL, with Meg Sanders as its representative, has been an active Board member for the past two years. Her support and involvement have been critical to Aurora EDC's successes. We have been very fortunate to have Meg take time out of her busy schedule to work with us.

As you may be aware, medical marijuana has been legal for a number of years in Colorado and, recently, our state has legalized recreational marijuana. Colorado's state and local governments have gone to great lengths to assure that businesses in both medical and recreational marijuana are strictly regulated and adhere to the letter of the law. Entry into this industry is difficult and only the most responsible businesses are licensed. From personal observation and the company's reputation, I can say that MiNDFUL is an industry leader recognized for the quality of its operations as well as its reliability in meeting legal requirements.

It is my organization's belief that the New York could not find a better, more responsible company than MiNDFUL to operate a medical marijuana dispensary in your state.

Respectfully,

A handwritten signature in black ink, appearing to read "Wendy Mitchell", is written over a light blue background. The signature is fluid and cursive.

Wendy Mitchell
President & CEO

APPENDIX A

Kevin Patrick Daly



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Kevin Patrick Daly 3. Title: Manager
4. Briefly describe the role of this person or entity in the proposed registered organization:
Helping manage the affairs and finances of Mindful Medical New York, LLC.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [checked] Yes [] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.
[redacted]: Kevin Daly is a [redacted] There have been no violations of law or regulation by a governmental agency against [redacted] or Kevin Daly.



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.

N/A

8. Phone: [redacted] 9. Fax: [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Boston College and University of Colorado.



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: Occupational License-MMC-OPC-MIP, M00771, Department of Revenue Marijuana Enforcement Division, 5/1/2012, 7/24/2015.

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/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.



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

Form with three entries for business registration. Each entry includes fields for 'From' date, 'To' status, 'Business Type', 'Office Held/Nature of Interest', and 'Name, Address and Phone Number of Licensing/Regulatory Agency'. The entries are for 3LP, LLC; Marimind, LLC; and 5B1S, LLC. All 'open' checkboxes are checked.



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: 10/1/2013, To: Current, Business Type: Management Company, Name and Address of Business: Meristem Partners, LLC, Office Held/Nature of Interest: Member, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A



Appendix A:

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

N/A

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

Signature: [Handwritten Signature]

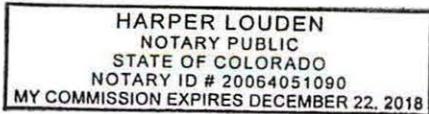
Date: 6/1/2015

Notary Name: KEVIN P. DALY

Notary Registration Number: 20064051090

Notary (Notary Must Affix Stamp or Seal)

Date: 6/1/2015



L-1 Enrollment Services

New York State
EasyPath Network

Applicant: DALY, KEVIN, PATRICK

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 20150529

Fingerprint Center: L074

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: US BANK EPAY

Operator ID: [REDACTED]

(Agency Copy)



KEVIN DALY

[REDACTED]
Phone: [REDACTED]
Cell Phone: [REDACTED]
Email: [REDACTED]

PROFESSIONAL PROFILE

Kevin Daly is a well respected leader in the Medical Marijuana Industry due to both his commitment and vision. [REDACTED] Kevin ran a successful career as an investor and businessman whose experience spanned multiple industries. Drawing on that rich experience, Kevin has taken a pivotal role in building [REDACTED] into the flourishing company it is today. His talent for breathing life and vision into an enterprise took the company from the nascent dream stage to a robust operation poised for further growth and expansion. Kevin's history and skill in identifying specific talent were indispensable to his personal selection of a premier management team that has powered [REDACTED] extraordinary growth. In addition to overseeing operations, Kevin has been the guiding force in developing the company's unique corporate culture: maintaining the highest standards of employee loyalty and esprit de corps in the plant based industry, as well as a spotless compliance record.

EXPERIENCE

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

PERSONAL

Kevin is a devoted [REDACTED] and [REDACTED]. Along with his involvement and fascination in all matters involving pioneering approaches to health and wellness, Kevin is an [REDACTED]
[REDACTED]

June 3, 2015

Dr. Howard A. Zucker, Commissioner
New York State Department of Health
Bureau of House Counsel, Regulatory Affairs Unit
Corning Tower Building, Room 2438
Empire State Plaza
Albany, New York 12237

Re: Kevin P. Daly

Dear Dr. Zucker:

I am pleased to provide this letter of reference/recommendation for Kevin P. Daly. I have known Mr. Daly professionally for over [REDACTED] years. During that period of time I or other members of my firm represented Mr. Daly on many business matters. At all times we found Mr. Daly to be very conscientious, honest, and wanting to do everything correct both in terms of the letter and spirit of the law. He has always put the interest and wellbeing of others on the top shelf. There is no reason to believe that he would do anything less with respect to the matter at hand. Should you need additional information please do not hesitate to call me.

Yours Truly

A handwritten signature in black ink, appearing to read "Peter R. Moison, J.D.", with a stylized flourish extending to the right.

Peter R. Moison, J.D.
Phone: 303-895-1681

APPENDIX A

Michael A. Dolan II



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

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

1. Business Name: Mindful Medical New York LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Michael A Dolan II 3. Title: Member
4. Briefly describe the role of this person or entity in the proposed registered organization:
Passive Member.
Mr. Dolan will act as a Member in the Applicant through his membership in RAM Holdings, LLC.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [x] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted]

9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: Pennsylvania State University, 201 Old Main, University Park, PA 16802, 1997, 2001, Bachelor of Science, Marketing w/ Minor Bus. Law, 2001.



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.



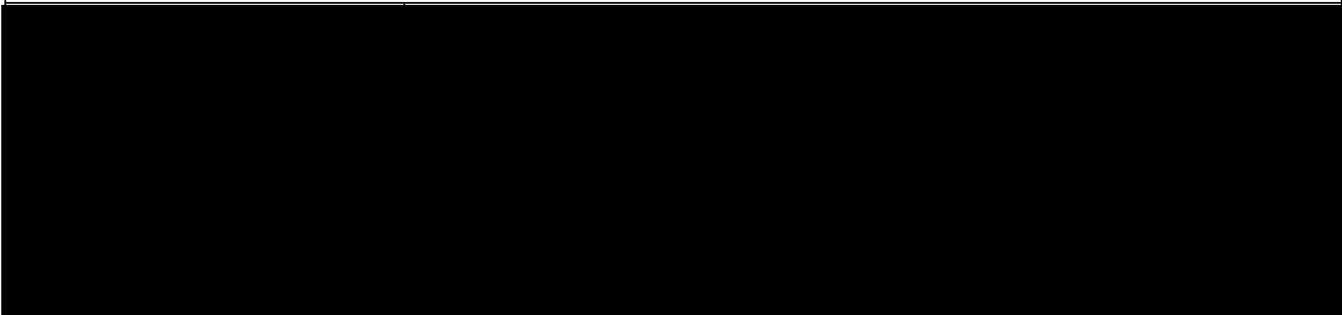
Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

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, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.



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

Form with two entries. Each entry includes fields for 'From' and 'To' dates, 'Business Type' (Real Estate), 'Office Held/Nature of Interest' (Member), and 'Name, Address and Phone Number of Licensing/Regulatory Agency' (N/A). Includes checkboxes for 'open', 'closed', and 'proposed'.





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

From: 2000	Name and Address of Business:	
To: Current	Comax Partners L.P., 1001 Liberty Ave 90 Beta Drive, Pittsburgh, PA 15222	
Business Type: Family Office	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: 2006	Name and Address of Business:	
To: Current	Red Elephant, LLC, 90 Beta Drive, Pittsburgh, PA 15238	
Business Type: Real Estate	Office Held/Nature of Interest: Memeber	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: 2013	Name and Address of Business:	
To: Current	Samaritan Capital LLC, 90 Beta Drive, Pittsburgh, PA 15238	
Business Type: Real Estate	Office Held/Nature of Interest: Manager	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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

Form with multiple sections for business information, including 'From', 'To', 'Business Type', 'Office Held/Nature of Interest', and 'Name, Address and Phone Number of Licensing/Regulatory Agency'. Includes radio buttons 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: 05/11/2015

Notary Name: JOHN WONG

Notary Registration Number: 01W0615-2913

Notary (Notary Must Affix Stamp or Seal)
EXP 9/25/2018
N.Y. N.Y.

Date: 5/11/2015

APPENDIX A

Thomas G. Donahue

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: Mindful Medical New York, LLC	
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.	
2. Name: Thomas G. Donahue	3. Title: Minority Shareholder
4. Briefly describe the role of this person or entity in the proposed registered organization: Mr. Donahue will act as a Passive Member of the applicant, Mindful Medical New York, LLC.	
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>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."</p>	
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>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.</p>	

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

Yes No

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

8. Phone: [REDACTED]

9. Fax: [REDACTED]

10. Email: [REDACTED]

11. Residence Address: [REDACTED]

12. City: [REDACTED]

13. State: [REDACTED]

14. ZIP Code: [REDACTED]

15. Formal Education

Dates Attended

Degree

Institution	Address	From	To	Degree Received	Date Received
Duquesne University School of Law		2006	2009	JD	2009
Boston College		2002	2006	BS	2006

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Law	307604	Pennsylvania Supreme Court	2009	Annual
Law	11421	West Virginia Supreme Court of Appeals	2010	Annual

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

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

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

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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

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

From: 2013	Name and Address of Business: Pittsburgh Urban Magnet Project 100 Ross Street, Pittsburgh, PA 15219	
To: Present		
Business Type: Sports League/ Charity	Office Held/Nature of Interest: Board Member	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 2011	Name and Address of Business: Junior Achievement Young Executive Board One Allegheny Center, Pittsburgh, PA 15212	
To: Present		
Business Type: Charity	Office Held/Nature of Interest: Board Member	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		



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

From: 5/2015	Name and Address of Business: RAM Holdings Group, LLC 450 7th Avenue, Suite 2701 New York, NY 10123	
To: Current		
Business Type: Holding Company	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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

19. Affirmative Statement of Qualifications

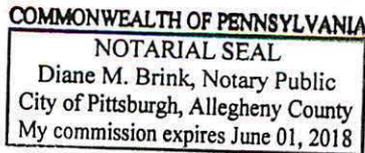
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background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

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

Signature: [Handwritten Signature] Date: 5/26/15

Notary Name: Diane M Brink Notary Registration Number: 1224097

Notary (Notary Must Affix Stamp or Seal) Diane M Brink Date: 5-26-15



Thomas G. Donahue

Current Address

EDUCATION

Duquesne University School of Law 2009

Pittsburgh, PA

Sports and Entertainment Law Society

Vatican Study Abroad Program

Cali Award for Excellence in Trial Advocacy

Boston College

Wallace E. Carroll School of Management 2006

Chestnut Hill, MA

Triple Concentration: (*Finance, HR, and General Management*)

Treasurer 04' / Vice-President 05-06' – Bellarmine Pre-Law Society

Founder- Legionaries' of BC

Staff Writer: *The Observer, Pre-Law Review*

WORK EXPERIENCE

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



LICENSURES

- **Pennsylvania State Bar:** October 2009 • **West Virginia State Bar:** October 2010
- Eastern District of Pennsylvania, Western District of Pennsylvania, Southern District of West Virginia

ACTIVITIES

Memberships and Service: Young Pittsburgh Advisory Commission (YPAC): Chairman • Pittsburgh Regional Alliance: Board Member • ACBA Arts and Law Committee: Vice-Chairman • Junior Achievement Young Executive Board: Founding Member • United Way: Millennial Steering Committee Member • Pittsburgh Urban Magnet Project(PUMP): Board Member • PICT Uncommon Pleas: Co-Chair/Founder • Propel Charter Schools: Development Committee Member and Entrepreneurship Competition Founder/Judge • Donahue Family Entities and Foundations: Board Member • Leukemia & Lymphoma Society: Man of the Year 2011 • Neighborhood Legal Services Association: Former Pro Bono Volunteer • Allegheny County Bar Association: Member • Pennsylvania Bar Association: Member • West Virginia Bar Association: Member • Boston College Alumni Association: Member • Pittsburgh Field Club: Member • Duquesne Club: Member •

Hobbies:



APPENDIX A

Charles Eugene Feldmann



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Charles Eugene Feldmann 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?
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 No

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

8. Phone:

9. Fax:

10. Email:

11. Residence Address:

12. City:

13. State:

14. ZIP Code:

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Denver, Denver, Colorado, 1989, 1992, Juris Doctorate, 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. Row 1: Attorney, 21838, Supreme Court State of Colorado 1300 Broadway, Denver, CO 80203, 1992, 1-1-2016.

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

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

Type of Business:



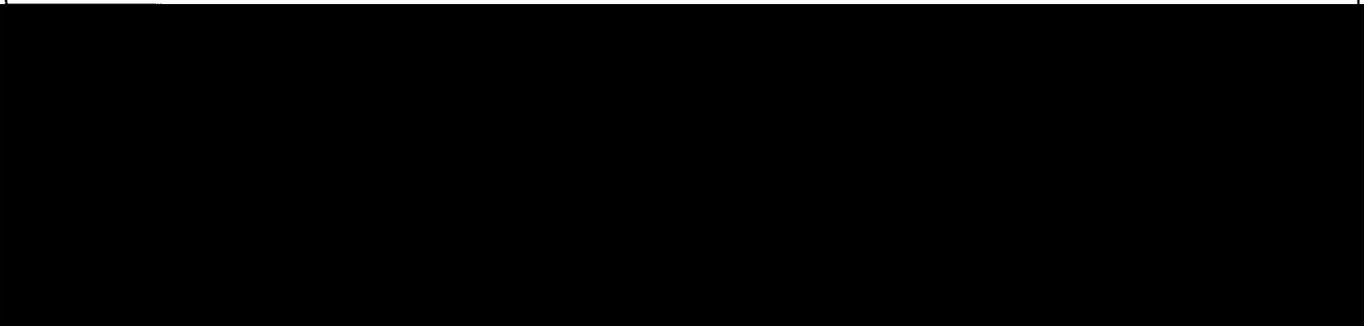
Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Form with multiple sections for personal and professional information, including address, employment dates, supervisor details, and position responsibilities. Includes fields for 'Reason For Departure' and 'Name of Employer'.



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

Form with fields for Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.





Appendix A:

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



Appendix A:

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



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

Form with multiple sections for business information, including 'From', 'To', 'Business Type', 'Office Held/Nature of Interest', and 'Name, Address and Phone Number of Licensing/Regulatory Agency'. Includes radio buttons for 'open', 'closed', and 'proposed'.



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

19. Affirmative Statement of Qualifications

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

N/A

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

Signature: [Handwritten Signature] Date: 6/1/2015

Notary Name: Harper Louden [Handwritten Signature] Notary Registration Number: 20064051090

Notary (Notary Must Affix Stamp or Seal) Date: 6/1/2015

HARPER LOUDEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20064051090
MY COMMISSION EXPIRES DECEMBER 22, 2018

Charles E. Feldmann, [REDACTED]



Summary:

Besides for being a [REDACTED] I am an experienced criminal defense/corporate attorney and have focused my practice on assisting my single medical marijuana business client in planning, creating and operating medical marijuana growing facilities and dispensaries. Utilizing past experience as a Marine Corps federal prosecutor, DEA drug task force project director and state prosecutor enables me to assist my client in establishing strict regulatory compliance protocols at both State and Federal levels. This expertise has made me instrumental in keeping my medical marijuana client 100% compliant with all evolving state rules and regulations and ensures the legal operations of all of the client's medical marijuana businesses.

Past Employment Positions:

- Navy-Marine Corps, Federal Prosecutor
- US Drug Enforcement Division - State Drug Task Force: Project Director, Task Force Commander, Task Force Prosecutor
- Colorado - Deputy District Attorney
- [REDACTED]

Bar Admissions:

- Colorado 1992
- U.S. District Court District of Colorado 2003
- U.S. Navy-Marine Corps Court of Criminal Appeals 1992

Education:

University of Denver College of Law, Denver, Colorado 1992

- J.D.

Naval Justice School 2007, 2009-2011

Honors and Awards:

- American Trial Lawyers Top 100 Trial Lawyers
- Named 2007 Colorado Super Lawyer

Professional Associations and Memberships:

- National Association of Criminal Defense Lawyers
 - Colorado Trial Lawyers Association
 - American Association of Justice, Member
-

Classes/Seminars:

- Lecturer at Naval Justice School on "Courtroom Storytelling." Trial Advocacy Instructor for Prosecuting Alcohol Facilitated Sexual Assaults, Judge Advocate General of Navy, Air Force, Army and Marine Corps. 2013
 - [REDACTED] 2012
 - Judge for Trial Advocacy Competition University of Colorado School of Law and the University of Denver College of Law 2011- 2012
 - [REDACTED] 2011- 2011
 - Instructor, Naval Legal Service Office, Pacific Defense Counsel Conference Japan 2010
 - Lecturer for Trial Counsel and Defense Counsel - Cross examination of an Accused and Cross Examination of a Victim, RLSO, Department of the Navy, San Diego, CA 2010
 - Instructor, Ethics for Prosecutors, Regional Legal Services Office, Department of the Navy, Jacksonville, FL 2010
 - [REDACTED] 2009
 - Instructor, Department of the Navy, Office of the Judge Advocate General, Criminal Law Division 2009
 - Instructor/Lecturer Naval Justice School, Newport RI 2009
 - Instructor/Lecturer/Prosecutor Trial Enhancement Training, Naval Justice School, CA&VA 2007-2008
-

Publications:

- *Navigating the Military Justice System: What Service Members Need to Know*, By Charles E. Feldmann
- *Witness Preparation and Examination for DUI Proceedings*
- *Strategies for Military Criminal Defense*
- *Ark of War*
- *Sons of Sheriff Henry*

APPENDIX A

Barry R. Frankel



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Barry R. Frankel 3. Title: CFO
4. Briefly describe the role of this person or entity in the proposed registered organization:
As CFO of Mindful New York, LLC, Barry Frankel will manage the fiscal and human resources departments of the company and report directly to the CEO.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted]

9. Fax:

10. Email: [redacted]

11. Residence Address: [redacted]

12. City: [redacted]

13. State: [redacted]

14. ZIP Code: [redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains two rows of education data: Rutgers University (BS Engineering, 6/72) and University of Pennsylvania (MBA Finance, 6/74).



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Includes a section for '17. Employment History for the Past 10 Years'.

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/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities.



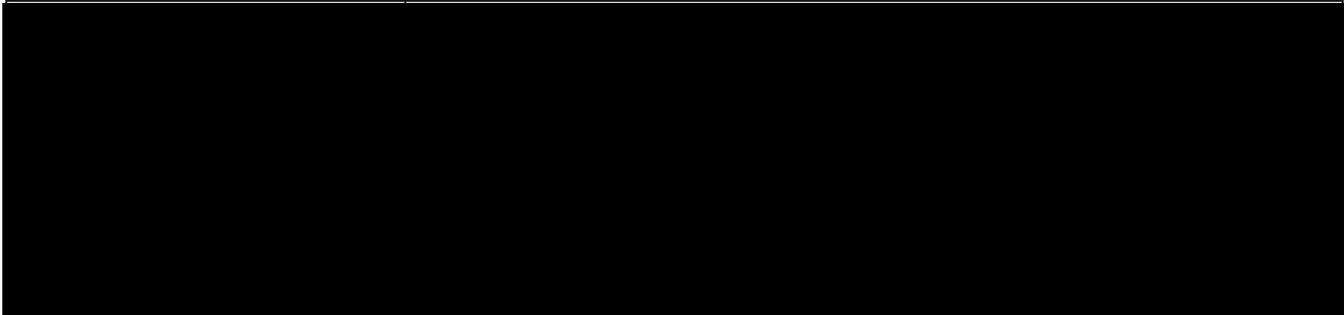
**Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.</p>		
<p>Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
From: 2012	Name and Address of Business:	
To: Present	Cireca Theranostics (owned by Blue Slate LLC) Parsippany, NJ	
Business Type: Oncology Diagnostics Startup	Office Held/Nature of Interest: Board of Directors Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N.A.		



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

Form with two entries. Entry 1: From: 2014, To: Present, Business Type: Oncology Therapeutics Startup, Office Held/Nature of Interest: Board of Directors Member, Status: open. Entry 2: From: 2011, To: 2013, Business Type: Oncology Tx and Dx Company, Office Held/Nature of Interest: Board of Directors Member, Status: closed. Both entries list 'N.A.' for the licensing/regulatory agency.





Appendix A:

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

From: 1/14	Name and Address of Business: Huron Consulting	
To: Current	599 Lexington Ave New York, NY 10017	
Business Type: Life Science Consulting	Office Held/Nature of Interest: Member of Public Company	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 3/93	Name and Address of Business: Frankel Group	
To: 12/13	11 W. 42nd Street New York, NY 10011	
Business Type: Life Sciences Consulting	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 5/15	Name and Address of Business: RAM Holdings Group, LLC	
To: Current	450 7th Ave Ste 2701 New York, NY 10123	
Business Type: Holding Company	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		



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

19. Affirmative Statement of Qualifications
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.
N.A.
20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.
Signature: [Handwritten Signature] Date: 5-28-15
Notary Name: Nicole Persaud Notary Registration Number: 01PE6248087
Notary (Notary Must Affix Stamp or Seal) Date: MAY 28, 2015
NICOLE PERSAUD
Notary Public, State of New York
No. 01PE6248087
Qualified in Kings County
Commission Expires Sept. 12, 2015

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: FRANKEL, BARRY, ROY
Address: [REDACTED]

OCA:
Date Fingerprinted: 20150527

Fingerprint Center: L074
Agency: NYS Dept of Health Bur Narcotic Enforcement
Reason Fingerprinted:
CONTROLLED SUBSTANCE

Amount Paid: 84.95
Fee Paid By: US BANK EPAY

Operator ID: [REDACTED]

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: FRANKEL, BARRY, ROY
Address: [REDACTED]

OCA:
Date Fingerprinted: 20150527

Fingerprint Center: L074
Agency: NYS Dept of Health Bur Narcotic Enforcement
Reason Fingerprinted:
CONTROLLED SUBSTANCE

Amount Paid: 84.95
Fee Paid By: US BANK EPAY

Operator ID: [REDACTED]

(Agency Copy)

Barry R. Frankel



EMPLOYMENT

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

EDUCATION

The Wharton Graduate School, University Of Pennsylvania

Degree Conferred: MBA in Finance with Distinction, May 1974

Academic Honors:

- Director's Honors List
- Beta Gamma Sigma - Business Honor Society

The College Of Engineering, Rutgers University

Degree Conferred: BS in Industrial Engineering Summa Cum Laude, June 1972

Academic Honors:

- Tau Beta Pi - Engineering Honor Society
- Alpha Pi Mu - Industrial Engineering Honor Society
- James J. Slade Scholar - Rutgers Honor Society; thesis in Urban Planning

PROFESSIONAL ASSOCIATIONS

- Board Member: Cireca Theranostics, Nanocare Therapeutics, Chimera Biotechnology



PUBLICATIONS

The Current State of the Pharmaceutical Industry Research & Development: Four Part Series

APPENDIX A

Mark Frechette



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

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

Form with 6 numbered questions regarding business name, name, title, role, contact with medical marijuana, and previous management/ownership. Includes checkboxes for Yes/No and a URL for background checks.



Appendix A:

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

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

Yes No

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

8. Phone: 9. Fax

10. Email:

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Univ Of California Berkley and Georgetown Univ.



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: Occupational license-MMC, OPC, MIP, M23301, Marijuana Enforcement Division, 11/20/2015, 11/20/2016.

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
From: 5/19/2015 Name and Address of Business: Meristem Partners, LLC
Wilmington DE 19899
To: Current
Business Type: Management Company Office Held/Nature of Interest: Member [x] open [] closed [] proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A



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

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:'.



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

19. Affirmative Statement of Qualifications

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

N/A

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

Signature: [Handwritten Signature]

Date: 6/1/15

Notary Name: Cathryn Faber

Notary Registration Number: 20034007224

Notary (Notary Must Affix Stamp or Seal)

Date: 6-1-15



MARK A. FRECHETTE

[REDACTED] (Cell) [REDACTED]
[REDACTED]

PROFESSIONAL SUMMARY

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

EDUCATION

University of California at Berkeley, Berkeley, CA ♦ M.B.A., 1983

Georgetown University, Washington, D.C. ♦ B.S., Business Administration, Finance (Cum Laude), 1978

London School of Economics and University of London – junior year of undergraduate degree

Graduate, Financial Management Program (FMP) – General Electric Company

PROFESSIONAL /COMMUNITY ASSOCIATIONS

[REDACTED]

Volunteer Member of YMCA Finance and Investment Committees

Volunteer, Childhood Health Services (non-profit health clinic)

APPENDIX A

Carlos Gomez Gallego



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

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

Form with fields for: 1. Business Name: Mindful Medical New York, LLC; 2. Name: Carlos Gomez Gallego; 3. Title: Minority Shareholder; 4. Role: Investor; 5. Will this person or entity come into contact with medical marijuana or medical marijuana products? (No selected); 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? (No selected).



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.

N/A

8. Phone: [Redacted]

9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: University of Queensland Australia, St Lucia QLD 4072, Australia, 2/1995, 11/1998, Bachelor of Engineering Electrical and Computer Systems, 11/1998.



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

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

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



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

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

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



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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.</p>		
<p>Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
From: 11/2007	Name and Address of Business Amigopod 9/8 Petrie Terrace Brisbane, Australia 4000	
To: 12/2010		
Business Type:	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		



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

From: 6/3/2015	Name and Address of Business: Mindful Medical New York, LLC 450 Seventh Ave New York, NY 10123	
To: Current		
Business Type: NY Registered Organization Applicant	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: New York State Department of Health, Bureau of Narcotic Enforcement, Medical Marijuana Program 150 Broadway, Albany, NY 12204 866-811-7957		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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

19. Affirmative Statement of Qualifications

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

N/A

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

Signature: [Handwritten Signature] Date: 06/02/2015
Notary Name: Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) Date:
SEE ATTACHED
CA AKM
[Handwritten Signature]

ALL PURPOSE ACKNOWLEDGEMENT CALIFORNIA

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

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

On Tuesday, June 02, 2015 before me Hasan Ahmed, Notary Public,
Personally Appeared **CARLOS GOMEZ GALLEGO** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Signature



WITNESS my hand and official seal.

OPTIONAL INFORMATION

Application for registration.

Doc. date: 06/02/2015.

07 (seven) Page document.

Personal Details

Name [REDACTED]
Address Redacted pursuant to
N.Y. Public Officers Law,
Telephone Art. 6
E-mail
Nationality
Date of Birth
Place of Birth

Academic Background

Tertiary Bachelor of Computer Systems Engineering (Honours), 1998
The University of Queensland, St. Lucia

Honours Thesis “Object Recognition and tracking in a Robot Soccer Environment” This
thesis involved designing and coding of a real time vision recognition
system for The University of Queensland Roboroos, runners up in the
1998 Robot Soccer World Cup. The thesis can be viewed in full at
<http://www.smartboy.com/carlos/thesis.html>

Secondary Clairvaux Mackillop College
Senior Certificate, 1994
Overall Position (5), Range 1-25, with 1 being the highest

Spanish High School Equivalence Course, 3 years

Spoken Languages [REDACTED]

Additional Courses St. John Ambulance Australia, Senior First Aid

Professional Skill Set

Working at startup companies has enabled me to gain a detailed understanding of many aspects of the network security business from the manufacturer, through to distributor/integrator relationships and end user management. Key areas of expertise

Product Management: Evaluate the market, competitors and end user needs. Drive ideas and customer requests through to implemented features. Provide manufacturer technical point of contact for strategic accounts.

Technical Marketing: Create presentations and technical papers highlighting product strengths, vertical market initiatives. Be the external facing technical lead speaking at seminars, conferences and doing press/analyst interviews. Form strategic relationship with complementary manufacturers/solution providers.

Business Development: Provide technical lead in strategic business development initiatives. Forming relationships with global integrators, manufacturers, carriers and other market leaders.

Technical Consulting: Delivering all aspects of technical pre and post sales support to end users and partners alike. Creating and delivering of technical training courses. High end technical design, implementation and project management of end to end solutions.

Employment History

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

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

Personal Profile

Professional Aim

To ensure I maintain a high level of professionalism in all aspects of my work. To develop, enhance and implement technology to provide useful and effective solutions to problems. To promote positive company culture by setting a personal example.

Professional Interests

Carlos Gómez Gallego

Using wireless to deliver unique applications and services. All aspects of strategic business development, product management and technical marketing in the high tech sector. Working in a start up environment with like minded enthusiastic and ambitious people.

Personal Interests

[Redacted]

Personal Characteristics

Highly motivated, creative, honest, enthusiastic, career oriented, reliable, friendly and easygoing.

Referees

References available upon request

APPENDIX A

Ronald Goldenberg



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Ronald Goldenberg 3. Title: Chief Medical Officer
4. Briefly describe the role of this person or entity in the proposed registered organization:
Chief Medical Officer
I will guide the organization as it works together with the Department in advancing knowledge and understanding of medical marijuana efficacy and use.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [redacted] 9. Fax: [redacted]

10. Email: [redacted]

11. Residence Address: [redacted]

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

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include University at Albany and Temple University School of Medicine.



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: MD, 213430, New York State, 6/30/2104, 6/30/2016.

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

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

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**

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.</p> <p>Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="radio"/> Yes <input type="radio"/> No</p>		
From: 5/2015	Name and Address of Business: RAM Holdings Group, LLC 450 7th Avenue, Ste 2701 New York, NY 10123	
To: Current		
Business Type: Holding Company	Office Held/Nature of Interest: Member	<input checked="" type="radio"/> open <input type="radio"/> closed <input type="radio"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		



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

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:'.



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

19. Affirmative Statement of Qualifications

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

N.A.

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

Signature: ronald goldenberg [Handwritten Signature]

Date: 5/25/15

Notary Name: Darine F. Anderson [Handwritten Signature]

Notary Registration Number: 01AN6295174

Notary (Notary Must Affix Stamp or Seal)
DARINE F. ANDERSON
Notary Public, State of New York
No. 01AN6295174
Qualified in Bronx County
Commission Expires December 30, 2017

Date: May 29, 2015

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: GOLDENBERG, RONALD, MARK

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 20150527

Fingerprint Center: L074

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: US BANK EPAY

Operator ID: [REDACTED]

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: GOLDENBERG, RONALD, MARK

Address: [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 20150527

Fingerprint Center: L074

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee-Paid By: US BANK EPAY

Operator ID: [REDACTED]

+

RONALD M. GOLDENBERG, M.D.

[Redacted]
Cell: [Redacted]
Email: [Redacted]
Beeper: [Redacted]

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

TRAINING **New York University School of Medicine, Pulmonary and Critical Care Fellowship.**
New York, New York July 1999 - June 2002

Boston University Medical Center, Internal Medicine Residency Program
Boston, Massachusetts June 1996 – June 1999

EDUCATION **Doctorate of Medicine, Temple University School of Medicine**
Philadelphia, Pennsylvania. September 1991- May 1996

Baccalaureate of Science, University of Albany
Albany, New York. Major: Biology, September 1987 – May 1991

BOARD CERTIFICATIONS **American Board of Internal Medicine - 1999**

Pulmonary Medicine- 2001/2012

Critical Care Medicine- 2002 /2012

Neuro Critical Care- 2009

LICENSES **New York - 213430**
Massachusetts - 156937(expired)

HONORS

Tisch Hospital Teacher of the Year- 2006 NYU Medical Center
Chief Resident's Teacher of the Year-2006 Department of Medicine
Tisch Hospital Teacher of Year- 2004 NYU Medical Center
Pulmonary and Critical Care Fellow of the Year- 2001 NYU Medical Center

CHEST Foundation and Aventis Clinical Research Trainee Award in Thrombosis for CHEST 2000- \$10,000 award received June 2000

Teaching Associate --Department of Medicine, June 1996 - Present

Phi Beta Kappa

Magna Cum Laude

Signum Laudis Honor Society

Golden Key National Honor Society

Dean's List 1987-1991

RESEARCH & PUBLICATIONS

Sub-Investigator - A Phase IIb Study to Determine the Efficacy and Safety of LY315920 in Patients with Severe Sepsis - Eli Lilly and Company

Sub-Investigator - Prospective, Randomized, Double Blind Comparison of the Efficacy and Safety of Sequential Treatment with Monifloxacin versus Ceftriaxone in Patients with Nosocomial Pneumonia - Bayer Corporation

Case Report: Ventricular Fibrillation in a World-Class Weightlifter Following Induction of Anaesthesia A Angelilli, K Felner, E Katz, R Goldenberg *ACTA Cardiologica* 60(4):443-4 Aug 2005
Accepted for poster presentation ACP

Vathesathogkit P. Goldenberg R. Parsey M. Disseminated Histoplasmosis with Severe Sepsis and Acute Respiratory Failure *Chest* 123(1) 272-6 Jan 2003

Barriers to Implementation of the ARDSnet Recommendations. RM Goldenberg, S Zafar, MV Parsey
Presented at ATS 2002 as slide presentation
Submitted for publication

The Role of the Prothrombin Gene G20210A Mutation in Thromboembolic Complications following Total Hip and Knee Arthroplasty. R. Goldenberg, CJ Della Valle, C Fang, PE DiCesare, WN Rom, DJ Steiger.
Abstract May 2001 Presented at ATS in May 2001

The Utility of a Clinical Model and Chest C.T. Angiogram in Patients with Suspected Pulmonary Embolism. R Goldenberg, E Faller, C Maca, E Weeks,

P Taverna, J Munger, V Donnabella, J Shatkin, WN Rom, DJ Steiger
Abstract May 2000 Presented at ATS in May 2000

Goldenberg,R.M., Girone,J.A.C. **Oral Pyridoxine in the Prevention of Oxalate Kidney Stones** *American Journal of Nephrology* . Nov.-Dec-1996

Medical Informatics System

Albert Einstein Medical Center, *Laboratory of Medical Informatics.*

Advisor: Igal Nevo, M.D.

Responsible for designing a study to test whether the VX system,
a new system which gathers and analyzes multiple vital signs,
improves human performance and identifies changes more rapidly.

EXPERIENCE

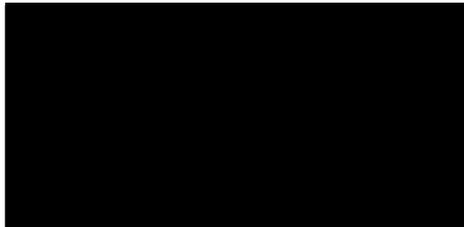
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

COMMITTEES **Pharmacy and Therapeutics Committee- NYU Medical Center- Chair**
Emergency Preparedness Committee- NYU Medical Center
Medicine Safety Committee- NYU Medical Center
Internal Medicine Clinical Competency Committee
Antithrombotic Committee- NYU Medical Center
MUE Committee- NYU Medical Center
ICU Tiger Team- Chair
ICOG

SOCIETIES **American Medical Association, American College of Physicians**
Massachusetts Medical Society, American Thoracic Society, American
College Of Chest Physicians

HOBBIES





550 First Avenue, New York, NY 10016

May 26, 2015

To Whom It May Concern:

I am writing a strong letter of support for Dr. Ron Goldenberg.

I have known Ron for the past 15 years and find him to not only be a great doctor but a man of great integrity. He has impeccable character and is incredibly well liked. He is always going out of his way to help other people. He is dedicated to making others better.

He has been the [REDACTED]

[REDACTED] and is an active leader at [REDACTED]

I think he will be a valuable asset to any organization that he joins.

If you have any questions feel free to give me a call

Sincerely

David Schwartz, M.D.

Director of the MICU

NYU Langone Medical Center

APPENDIX A

Mark B. Justh



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Mark B. Justh 3. Title: CEO
4. Briefly describe the role of this person or entity in the proposed registered organization:
Mark will serve as CEO and Manager of the New York Business.
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

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include INSEAD, New York University, and Princeton University.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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



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

Form with multiple sections for employer information, including fields for 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, 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 18. Offices Held or Ownership Interest in Other Businesses.



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

From: 2011	Name and Address of Business: Fleishhers Grass Fed and Organic Meats, LLC	
To: Current	156 6th Ave Brooklyn, NY 11217	
Business Type: Meat Company	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 2008	Name and Address of Business: J&D Farms, LLC	
To: Current	156 6th Ave Brooklyn, NY 11217	
Business Type: Farm	Office Held/Nature of Interest: member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 2008	Name and Address of Business: Pinnacle Holdings	
To: Current	156 6th Ave Brooklyn, NY 11217	
Business Type: Holding Company	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		



Appendix A:

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

From: 2012	Name and Address of Business: Maxon Road Farms, LLC	
To: Current	4337 Lebanon Road Eaton, NY 13334	
Business Type: Farm Holding Company	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 2006	Name and Address of Business: 128 Maple Avenue, LLC	
To: Current	128 Maple Ave Montclair, NJ	
Business Type: 8 unit residence	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 5/2015	Name and Address of Business: RAM Holdings Group, LLC	
To: Current	450 7th Avenue, Suite 2701 New York, NY, 10123	
Business Type: Holding Company	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		



Appendix A:

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

19. Affirmative Statement of Qualifications

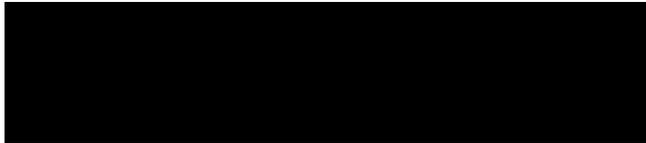
For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background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

NA

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: 6/3/15
Notary Name: Stephen J Burnett Notary Registration Number: 01BU6288234
Notary (Notary Must Affix Stamp or Seal) Date: 6/3/15
STEPHEN J BURNETT
Notary Public - State of New York
NO. 01BU6288234
Qualified in Kings County
My Commission Expires Sep 3, 2017

MARK JUSTH



BIOGRAPHY

Mark Justh of [REDACTED] spent 23 years in finance both domestically and internationally before returning to agriculture. He has been both the [REDACTED]



[REDACTED] Mark combines the management savvy and agricultural background to make Mindful Medical, New York a success in serving patients and carrying out the Department of Health's mandate.

Prior to joining [REDACTED] Mark was a [REDACTED]

Mark has been active helping those less fortunate and Mindful Medical is a continuation of a theme throughout his career. After completing a [REDACTED], Mark worked for three years with the City of New York from 1989-1992 developing housing for the homeless in the South Bronx and Harlem with the Department of Housing Preservation and Development's Special Initiative Program. [REDACTED]

More recently, [REDACTED]

Mark is a leader with a stellar work ethic, a scrupulous record of government regulatory compliance and an entrepreneurial energy that galvanizes those around him. As [REDACTED], he has acquired significant experience with NY State agriculture and market laws and is an expert in government financial and agricultural protocols.

These assets, as well as Mark's keen appreciation for organic, holistic foods, an unpolluted food chain and a clean environment, drew the attention of investors and leaders of Mindful Medical NY, LLC, an industry leader in the cultivation, extraction and dispensing of premium grade medical marijuana. His keen intelligence, honesty, energy and management skills make him a natural choice as CEO of Mindful Medical NY, LLC.

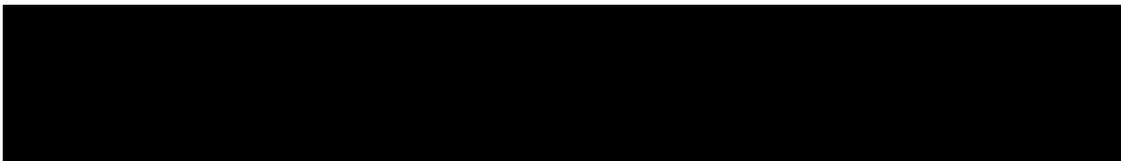
EXPERIENCE

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

Project Coordinator 1989 - 1992

New York City Housing Preservation Department, *New York, NY*

- New York City Housing Preservation Department - Special Initiatives Program. Project Coordinator, worked with community groups and contractors to rehabilitate multi-family dwellings in the South Bronx, Harlem and East NY.



First Lieutenant US Army Reserves 1987 - 1993

- Honorably discharged from the US Army Reserve as a First Lieutenant in the Medical Service Corps.

EDUCATION

Insead *Fontainebleau, France* 1992 - 1993

- Masters of Business Administration

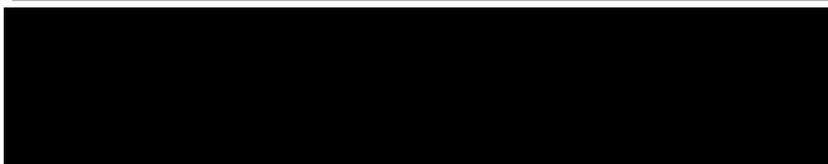
New York University *New York, NY* 1989 - 1992

- Masters of Science in Real Estate Finance

Princeton University *Princeton, NJ* 1983 - 1987

- Bachelor of Science Economics

POSITIONS



Town of Georgetown
995 State Route 26
P.O. Box 256
Georgetown, N.Y. 13072

May 30, 2015

Dear Commissioner Zucker,

The Town Board of Georgetown unanimously supports Mindful's proposed Medical Marijuana facility in our town. Mindful representatives Erik Williams and Mark Justh have presented their project to every segment of our local government, with a commitment by all to see this succeed here in Georgetown.

This enthusiastic response, was in part because of NY CEO Mark Justh presence here in our community as a [REDACTED], who has demonstrated a dedication to proper stewardship of our natural resources, and the ability to manage his labor force fairly and ethically for the benefit of not only his business but our small town.

Madison County is a rural area that is home to an array of various agricultural enterprises. I am confident we have the broader agribusiness infrastructure needed to ensure the success of this important endeavor.

On behalf of The Georgetown Board.

Sincerely,



Paul Walrod
Town Supervisor

DISTRICT OFFICE:
1669 Bedford Avenue, 2nd Floor
Brooklyn, New York 11225
Phone: (718) 284-4700
Fax: (718) 282-3585

ALBANY OFFICE:
Legislative Office Building, Room 608
Albany, New York 12247
Phone: (518) 284-4700
Fax: (518) 426-6856



NEW YORK STATE SENATE
SENATOR JESSE HAMILTON

RANKING COMMITTEES

BANKS
MENTAL HEALTH

COMMITTEES

AGRICULTURE
COMMERCE
EDUCATION
ENERGY AND TELECOMMUNICATIONS

June 3, 2015

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

Dear Dr. Zucker,

I am writing this character reference for Mark Justh, CEO of Mindful Medical NY. I have had the pleasure of knowing Mark for a number of years. He has been an active member of the Park Slope, Brooklyn community. From [REDACTED] to helping keep Prospect Park a vibrant resource for the community, Mark has invested time and energy in Brooklyn.

Mark has been active both in the public domain as a Board member of the Prospect Park Alliance and in business, building Fleishers Grass Fed and Organic Meats which is headquartered in Brooklyn. Fleishers has more than 50 employees and has its main processing facility in Red Hook. Mark is building an agriculture business upstate that provides organic hay throughout the East Coast as well as all natural proteins to Fleishers and other outlets throughout New York State. The combination of his prior banking management background and his deep knowledge of agriculture make him a highly qualified CEO for Mindful Medical NY.

I am also very supportive of the fact that, as far as I know, Mindful Medical NY is the only applicant applying for a medical marijuana license that has women and people of color as partners in its corporate structure. In 2014, Governor Cuomo increased the State's commitment to contracting with minority- and women-owned businesses to 30 percent, the highest target in the nation. It is incredibly important to maintain this commitment especially as we introduce a new industry and new medical solutions to those New Yorkers most in need of them both.

Yours in Service,

A handwritten signature in cursive script that reads "Jesse Hamilton".

Jesse Hamilton
New York State Senator, 20th District

APPENDIX A

Matthew Simon Nash Kibble



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Matthew Simon Nash Kibble 3. Title: Chief of Business Development
4. Briefly describe the role of this person or entity in the proposed registered organization:
As the Chief of Business Development, Matt Kibble, will manage the Dispensary aspect of the business, overseeing the Head of Dispensary Operations, the Marketing Department, and the Retail of the finished product. He will report directly to the CEO.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted]

9. Fax:

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains two rows of education data from the University of Queensland.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains two rows of license data for FINRA Series 7 and 63.

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



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



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



Appendix A:
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
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 'From', 'To', 'Business Type', 'Office Held/Nature of Interest', and 'Name, Address and Phone Number of Licensing/Regulatory Agency'. Includes radio buttons for 'open', 'closed', and 'proposed'.



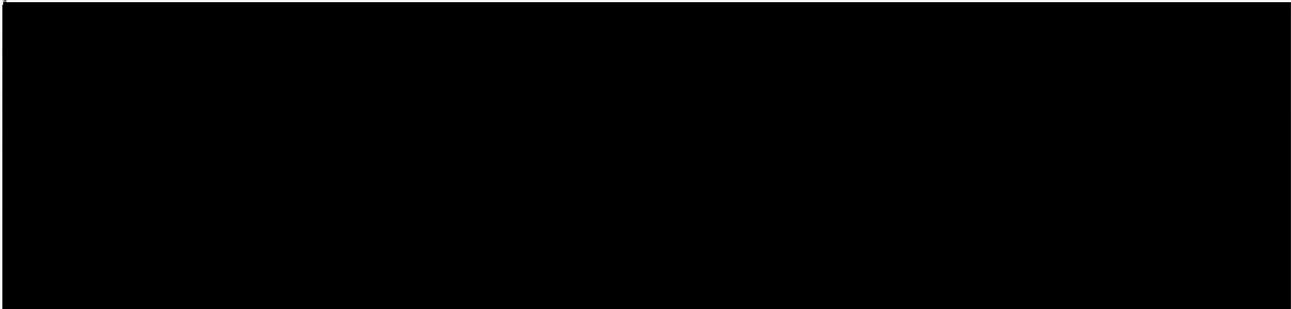
Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

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.

Charity Boards (501c3): Music for Tomorrow (recently merged with Afro-Latin Jazz Alliance), 2Seeds
Host Committees (501c3): The Riverfund, The Fortune Society and The Botanical Gardens

Active member of St James Episcopal Church:
Recently donated approximately \$5000 of underwear from BeMe Clothing Group to support victims of sex trafficking (GEMS - Girls Education and Mentoring Services)



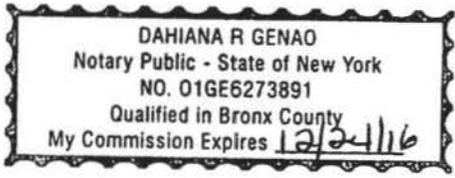
Leadership today is cultural. It's public It's private. It's economic. It's intellectual. It's innovative. It's policy. It's scientific. It's our future in the service of others.

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: Matthew Fible Date: 5.27.15

Notary Name: Dahiana R Genao Notary Registration Number: 01GE6273891

Notary (Notary Must Affix Stamp or Seal) Date: May 27, 2015



L-1 Enrollment Ser

New York State
EasyPath Netwo

Applicant: KIBBLE, MATTHEW, SIMC
Address: [REDACTED]

OCA:

Date Fingerprinted: 20150526

Fingerprint Center: L112

Agency: NYS Dept of Health Bur Na

Reason Fingerprinted:

CONTROLLED SUBS

Amount Paid: 84.95

Fee Paid By: US BANK EPAY

Operator ID: [REDACTED]

(Agency Copy)

Matthew S. N. Kibble



WORK EXPERIENCE

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

Matthew S. N. Kibble

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

ADVISORY BOARDS

08/14–Present MOVE Systems Advisory Board

New York, NY

EDUCATION

01/97–11/01 Bachelor of Commerce, University of Queensland
Majors: Accounting and Finance

Brisbane, Australia

01/97–11/01 Bachelor of Science, University of Queensland
Brisbane, Australia Major: Biomedical Sciences

Brisbane, Australia

12/05 FINRA Series 7, 63 Qualifications

New York, NY

CHARITABLE WORK AND INTERESTS

- Board member for the philanthropic organizations of Music for Tomorrow and 2Seeds Network and on the event committees of The River Fund, The Fortune Society and The Botanical Gardens
- Active member of St James Episcopal Church
- Vice-Chairman of the New York Global Young Leaders Dialogue
- Host partners of the collective art world's 2010 "Tools for Thought" to rebuild Haiti at Sotherby's
- Polo, hunting, tennis, sailing and snow skiing



BREGAL INVESTMENTS

To To whom it may concern (via email) June 10, 2014
From Charles (Chuck) Flynn, Managing Director of Bregal Investments
Re Reference on Matt Kibble

Dear Sirs (Madams),

I have had the distinct pleasure of knowing Matt Kibble for more than [REDACTED] years, and I am delighted to provide him with a reference letter.

Our investment worlds overlap from time to time, and professionally I know that Matt has the very highest integrity. I have seen his unwavering fidelity to investors, and those who've placed their trust in him, in a number of business situations. I manage private investments on behalf of a substantial European family that greatly values integrity and discretion, and our dealings with Matt have been excellent every time. Matt is a positive and fun person to be around, but at the same time he has an unwavering radar that guides him to do the right thing.

Matt is a very generous person, and does not hesitate to jump into the breach for a noble cause – from time to time he comes upon another good cause and I am more than happy to contribute to the good charity work that he is doing all the time. His awareness and care for those less fortunate is an inspiration. I wish the world had more people like Matt.

I would be happy to explain in more detail why I have such a high regard for this fine young man. So, please do not hesitate to contact me with any questions, at any time, via email at cflynn@bregal.com or by phone at +1 (212) 573-6232

Sincerely,

Chuck Flynn
Managing Director
Bregal Investments

Lev A. Sviridov D.Phil.

Hunter College
695 Park Avenue NH 140
New York, NY 10065
(212) 650 - 3556
LS626@hunter.cuny.edu



17 June 2014

To Whom It May Concern:

It is with great pleasure that I submit this letter of recommendation in support of Matthew Kibble's candidacy to be your neighbor. In short: you will not find a better friend and fellow resident.

I have had the pleasure of knowing Matt for over [REDACTED] years now. [REDACTED]

[REDACTED] and then again at [REDACTED]. This is just the tip of the iceberg! Matt is deeply connected in the art world and is known in philanthropic circles, indicating his commitment to his causes and people who benefit from them.

To support all of his interests, Matt has embraced the entrepreneurial ways, leaving [REDACTED]

[REDACTED] Knowing that people trust him with their money speaks well to the level of confidence others have in him, in his abilities, and his honesty.

As a resident in [REDACTED] for the last [REDACTED], I know that the most important qualities of a good neighbor are being responsive and responsible. Matt will not have loud late-night parties and will treat all of you with the respect that you deserve. He will be a great friend and asset to your community.

Should you have any questions or concerns, please feel free to contact me via email or phone.

Sincerely,

Lev A. Sviridov
Director
Macauley Honors College at Hunter College



TAMARIX CAPITAL CORP

June 16, 2014

To Whom it May Concern,

I am writing this reference letter in support of Matthew Kibble's application to purchase an apartment.

I met Matt through our mutual involvement in the [REDACTED]. Our interactions have been both social and professional, with meetings both in NY and elsewhere.

In all of our dealings, I have found Matt to be warm and caring, always acting with integrity and professionalism.

Please do not hesitate to contact me if you would like further information.

Regards,

Mark S. Hauser

New York | Chicago
540 Madison Avenue, 8th Floor, New York, NY 10022 www.tamarixcapital.com

Richard Kirshenbaum

August 7, 2014

Board Members
118 East 60th Street
New York, NY 10022

To the Board:

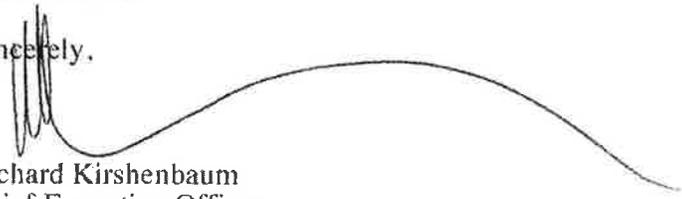
I am delighted to be writing a personal letter of recommendation for my very dear friends Matt and James Kibble.

As a long term resident and member of the board of [REDACTED] I am very aware of the importance of having the right tenants as neighbors. In my opinion, Matt and James would be more than welcome at [REDACTED] and I believe a great addition to any building.

My [REDACTED] and I have known Matt and James for many years and have always found them to be upstanding individuals, respected businessmen and philanthropic leaders. On a personal note, they both possess the qualities we look for in good friends: warmth, honesty, integrity and a love of family. We have always been impressed with their impressive character and business acumen.

I am totally confident that Matt and James would make wonderful neighbors and would be a great addition to any building. Should you have any further questions do not hesitate to contact me.

Sincerely,



Richard Kirshenbaum
Chief Executive Officer

RK/co'c

NEW YORK
GLOBAL  LEADERS
DIALOGUE

PHIL SCANLAN
Founder and Chairman

SERGIO FERNANDEZ DE CORDOVA
Vice Chairman

JOHN J. KELLY
Communications Director
JKelly@NYGLD.org

ELIJAH SUSSMAN
Director of Operations
ESussman@NYGLD.org

ADVISORY COUNCIL
United States Senator Brian Babin
Ambassador Luiz Felipe de Seixas Cortes
Ambassador Cynthia Schneider
Robert D. Zoellick
Robert D. Klein
Theodore Roosevelt IV
Ellis Rubinstein
George Sapiro
Terrence Chelci

June 24, 2014

TO WHOM IT MAY CONCERN — MATT KIBBLE

Matthew Kibble, who is well known to me, is a young global leader investing in early stage technology companies through his engagement with investment banking, mergers and acquisitions, and capital markets. Matthew continues to build relationships which span the globe through his ability to engender trust among leading principals in banking and finance.

In extra-curricular matters, Matthew mentors younger leaders and has assumed a leadership role in our planetary platform of attracting young global leaders from all continents.

Matthew is the product of an excellent education through his degree from the University of Queensland, majoring in biomedical sciences. He is FINRA Series 7 and 63 certified.

Most important is Matthew's integrity and commitment to serving the community where he resides, and I have pleasure in recommending him.

Please do not hesitate to let me know if I can be of further assistance.

Yours sincerely,



PHIL SCANLAN | CHAIRMAN
New York Global Leaders Dialogue

Australian Consul General, New York April 2009 – September 2013

NEW YORK
GLOBAL  LEADERS
DIALOGUE

philscanlan@aald.org

825 Third Avenue, 8th Floor • New York, New York 10022 • +1-212 634 5987 • NY DOS ID# 446916

APPENDIX A

John Vincent Mulvaney, Jr.



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: John Vincent Mulvaney, Jr. 3. Title: Minority Shareholder
4. Briefly describe the role of this person or entity in the proposed registered organization: Investor
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? [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.
N/A



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.

N/A

8. Phone: [Redacted]

9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Marquette University, University of Colorado Boulder, and Depaul University.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Series 7, CRD# 4763380, FINRA 1735 K Street Washington DC, 20006 (301) 590-6500, Current, Current.

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

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

Type of Business:



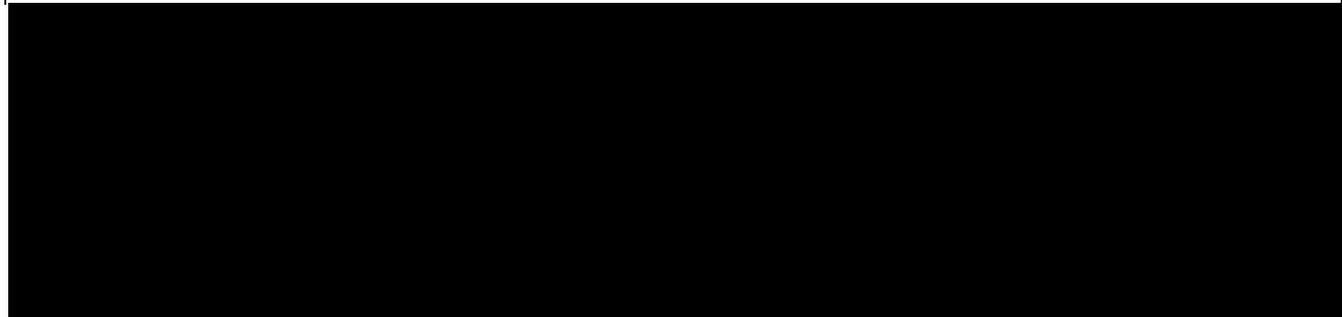
Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

Form with multiple sections for personal and professional information, including fields for Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, Name of Employer, and Type of Business.



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.





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



Form with two identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. The second section is shaded light beige.



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

19. Affirmative Statement of Qualifications

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

N/A

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

Signature: [Handwritten Signature]

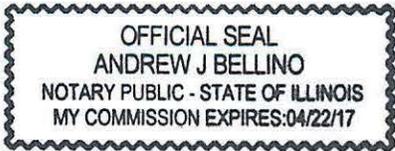
Date: 6/1/15

Notary Name: Andrew Bellino

Notary Registration Number: 784105

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

Date: 6/1/2015



APPENDIX A

Patrick Pericak



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Patrick Pericak 3. Title: Chief of Manufacturing
4. Briefly describe the role of this person or entity in the proposed registered organization:
Grow operations, facilities management and construction.
Mr. Pericak will manage manufacturing operations, facilities management and construction.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[checked] Yes [] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] Yes [checked] No
If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.



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

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

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

8. Phone: [Redacted]

9. Fax:

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1: Colorado State University, Ft. Collins, CO, 1972, 1977, BS Economics, Dec. 1977.



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: Occupational License-MMC,OPC,MIP, M16838, Department of Revenue Marijuana Enforcement Division 455 Sherman St Ste 395 Denver, CO 303-205-8421, 9/2014, 9/22/2015.

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

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



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

Form with multiple sections for employer information, including fields for 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, and Position/Responsibilities.

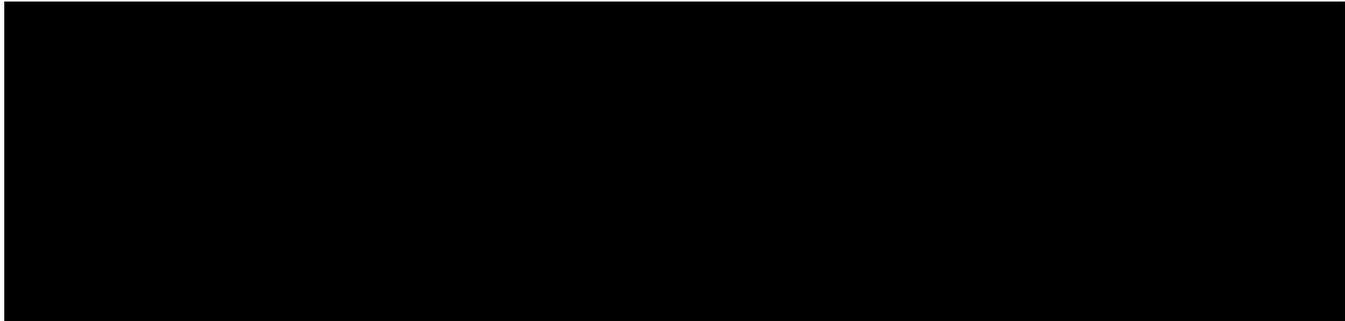


**Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.</p>		
<p>Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
From: 3/17/2014	Name and Address of Business:	
To: Present	Marimind, LLC 3880 Holly Street, Denver, CO 80207	
Business Type: Consulting company	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: 3LP LLC		



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



Form with two entries. Entry 1: From: 8/17/2004, To: Current, Business Type: Distribution Company, Office Held/Nature of Interest: Member, Status: open. Entry 2: From: 7/5/2012, To: Current, Business Type: Property Management, Office Held/Nature of Interest: Member, Status: open. Both entries include Name and Address of Business and Name, Address and Phone Number of Licensing/Regulatory Agency (N/A).



Appendix A:

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

From: 2/20/2012	Name and Address of Business: Winkanda Management, LLC dba Mindful	
To: Current	3880 Holly Street Denver, CO 80207	
Business Type: Management Company	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 10/1/2013	Name and Address of Business: Meristem Partners, LLC	
To: Current	PO Box 511 Wilmington, DE 19899	
Business Type: Management Company	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 2/5/2014	Name and Address of Business: Delta 9 Design, LLC	
To: Current	155 Sunrise Lane Boulder, CO 80302	
Business Type: Equipment Design	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		



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

19. Affirmative Statement of Qualifications

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

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

Signature:

[Handwritten signature]

Date:

5-31-15

Notary Name:

Jennifer Lynn Kealy

Notary Registration Number:

20064040415

Notary (Notary Must Affix Stamp or Seal)

[Handwritten signature]

Date:

5/31/15



L-1 Enrollment Sen

New York State
EasyPath Netwo

Applicant: PERICAK, PATRICK.

Address:

OCA:

Date Fingerprinted: 20150528

Fingerprint Center: L130

Agency: NYS Dept of Health Bur Na

Reason Fingerprinted:

CONTROLLED SUBS

Amount Paid: 84.95

Fee Paid By: US BANK EPAY

Operator ID:

(Agency Copy)

PATRICK PERICAK

EDUCATION:

COLORADO STATE UNIVERSITY - B.S. Economics

SUMMARY OF QUALIFICATIONS

- ◆ Skilled in applied mathematics and data analytics
- ◆ Strong communication skills
- ◆ Experienced manager

EXPERIENCE

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

May 28, 2015

Re: Reference letter for Patrick Pericak

To whom it may concern:

My name is Don Schellhaas . I have known Patrick Pericak for over 43 years. We attended Colorado State University in 1972. Pat received a degree in Economics and always had a clear understanding of markets, economic concepts and their application to the real world scenarios.

Pat has been a loyal friend and one with an honest and humorous reputation. He is reliable, excellent with the written word and can quickly calculate numbers. He would be a valuable part of any business by virtue of his ability to disseminate, analyze, and interpret information while applying it to current business situations. I often call him for business advice.

Pat has high expectations for those he works with but is very fair and honest. I highly expect Pat Pericak will be successful in the Medical Marijuana field in New York State as he has been extremely successful and is well respected here in Colorado.

Please do not hesitate to call me with any questions.

Regards,

Don Schellhaas
PO BOX 71
Cordrey CO 80434
[970-218-0956](tel:970-218-0956)

May 28, 2015

Re: Reference letter for Patrick Pericak

To whom it may concern:

My name is Dennis Wieszcholek and I have known Patrick Pericak for over 40 years. In 1975, we were [REDACTED] at Colorado State University and most recently [REDACTED]

Pat is an extremely smart business person who understands markets, sales, economics and trends. He's straight forward with his opinions and honest when working with clients and employees.

Pat is exceptionally skilled in mathematics and can quantify situations quickly. Because of his excellent communication skills and ability to work with a variety of people, he has been an asset for my business. Pat Pericak will do well in any Medical Marijuana venture in New York State and will be a tremendous asset to the industry.

Regards.

Dennis Wieszcholek
4901 Fox Ridge CT.
Fort Collins CO 80524
[970-556-8853](tel:970-556-8853)

APPENDIX A

Thomas Regan



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Thomas Regan 3. Title: Minority Shareholder
4. Briefly describe the role of this person or entity in the proposed registered organization: Mr. Regan will act as a Passive Member in the applicant, Mindful Medical New York, LLC
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? [] Yes [X] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] 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

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains data for Northeastern University and Boston College.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Row 1: Occupational License-MMC, OPC, MIP, M23304, Marijuana Enforcement Division, 11/20/2015, 11/20/2016.

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

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



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

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



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.



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

From: 10/1/2013	Name and Address of Business: Meristem Partners, LLC	
To:	PO Box 511 Wilmington, DE 19899	
Business Type: Management Company	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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

19. Affirmative Statement of Qualifications

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

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

Signature: Thomas Regan

Date: 6/2/15

Notary Name: Cathryn Faber

Notary Registration Number: 20034007224

Notary (Notary Must Affix Stamp or Seal)

Date: 6-2-15



Thomas Regan

SUMMARY

- Executive with 20 years of global operations and product development results in high technology- with a specific focus on product development, supply chain and business operations
- Demonstrated success building products and operations in both Fortune 100 global organization and successful venture backed start-up companies
- Product/Program development: Developed and championed successful new products from concept to product realization
- Experience growing supply chain/manufacturing operations from small start-up to \$2B annual revenue run- rates
- Developed and implemented strategy to extend global end-to-end operations capabilities in US, Mexico, China, Malaysia and Thailand
- Business development: Created strategic business, technology and government partnerships to enable market penetration for VPN products and successful sale of Altiga Networks to Cisco Systems

PROFESSIONAL EXPERIENCE

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

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

EDUCATION

BOSTON COLLEGE

MBA 1996, Finance & Marketing

NORTHEASTERN UNIVERSITY

BS 1989, Logistics Operations

MIT Sloan Executive Certificate

2010, Technology, Operations

APPENDIX A

Megan Anne Sanders



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Megan Anne Sanders 3. Title: Operating Manager
4. Briefly describe the role of this person or entity in the proposed registered organization: Ms. Sanders will act as a operations manager responsible for the day to day operations and oversight of cultivation, manufacturing and dispensing 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.
Meg Sanders is the [redacted] of [redacted] and has owned [redacted] % in the past [redacted] and now owns [redacted] % of this entity. Ms. Sanders is an [redacted] of day to day operations of [redacted] a state-of-the-art medical marijuana cultivator, manufacturer and dispenser licensed in five regions across the state of Colorado. Ms. Sanders is key to MiNDFUL's driving philosophy is to ensure safe-access to high quality medication to patients across Colorado within strict compliance of Colorado State Law. Ms. Sanders owns [redacted] % of [redacted], a dispensary located in Black Hawk, CO. There are no violations of law or regulation by a governmental agency for either MiNDFUL or Meg Sanders.



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

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

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

8. Phone: [Redacted]

9. Fax:

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains data for University of Colorado and Metropolitan State College of Denver.



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

Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date. Contains two rows of license data and a section for employment history.

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



Appendix A:

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



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

Form with fields: Name of Employer, Type of Business, Street Address, City, State, Zip Code, Starting Date of Employment, Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, 18. Offices Held or Ownership Interest in Other Businesses, Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries?

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

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



Appendix A:

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

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

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

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

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



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

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

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

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

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

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



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

Form with three sections for agency information, business details, and office status. Includes fields for 'Name, Address and Phone Number of Licensing/Regulatory Agency', 'From:', 'To:', 'Business Type:', and 'Office Held/Nature of Interest' with radio buttons for 'open', 'closed', and 'proposed'.



Appendix A:

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

19. Affirmative Statement of Qualifications

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

N/A

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

Signature: [Handwritten Signature]

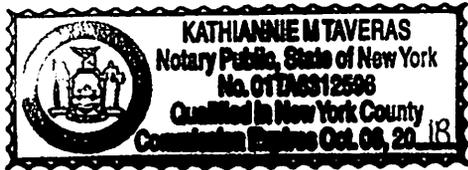
Date: 5/28/2015

Notary Name: Kathiannie Taveras [Handwritten Signature]

Notary Registration Number: 01TA6312596

Notary (Notary Must Affix Stamp or Seal)

Date: 5/28/15



L-1 Enrollment Services

New York State
EasyPath Network

Applicant: SANDERS, MEGAN, ANNE
Address [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 20150528

Fingerprint Center: L076

Agency: NYS Dept of Health Bur Narcotic Enf

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: US BANK EPAY

Operator ID: [REDACTED]

(Agency Copy)

PROFILE

Meg Sanders is the Chief Executive Officer of MiNDFUL. MiNDFUL is a state-of-the-art medical marijuana producer and dispenser licensed in five regions across the state of Colorado. MiNDFUL's driving philosophy is to ensure safe-access to high quality medication to patients across Colorado within strict compliance of Colorado State Law.

Meg has been with MiNDFUL since the company began in 2010 and is a key part of its success. She was appointed by Governor Hickenlooper to the Amendment 64 Task Force which created the recommendations to implement Adult-use marijuana in Colorado. She was the only industry representative appointed. Meg works with local and state regulators on a consistent basis to provide input, feedback and beta testing for various systems related to tracking, growing and selling medical and adult-use marijuana.

EXPERIENCE

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

EDUCATION AND ACTIVITIES

1986 – 1988	University of Colorado	Boulder, CO
1988 – 1991	Metro State College of Denver	Denver, CO

Meg is a board member of the Aurora Economic Development Council.

Meg represents MiNDFUL as a member of the Denver Metro Chamber of Commerce.

Meg prides herself on her community involvement [REDACTED] of the [REDACTED]
[REDACTED] Serving as [REDACTED] for
[REDACTED] years, BVSD Food Task Force and frequent volunteer in [REDACTED]
activities.

Additional Interests [REDACTED]
[REDACTED]

SKILLS

Meg's ability to quickly analyze complex policy changes and adapt strategies transferred perfectly into the complex world of compliance with newly created regulations for the production and distribution of medical marijuana.

REFERRALS

Please see attached Letters of Recommendation.



June 2, 2015

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

Dear Mr. Zucker:

Accelerate Colorado would like to convey to you its unqualified support of MiNDFUL's application to operate a medical marijuana dispensary in New York.

Accelerate Colorado is a partnership between business and local governments in Colorado that works with the U.S. Congress and key federal leadership on issues critical to the state's economic development, top industries, and business community. We work year-round to build consensus among the state's local governments and business leaders in order to present a unified, comprehensive agenda at the federal level for the economic benefit of the state as a whole.

MiNDFUL has been a member and strong supporter of Accelerate Colorado for the past several years and Meg Sanders has actively participated in our annual Washington, D.C business mission. Even though there have been no marijuana related asks on our agenda, Meg has worked hand in hand with the elected officials and private sector representatives on the trip to engage our Congressional delegation on issues important to the state such as transportation, water, and aerospace/defense. Meg is an excellent example of selfless civic mindedness and we appreciate her involvement.

Meg's organization, MiNDFUL, has an excellent reputation in Colorado. In an industry that is under constant government and public scrutiny, MiNDFUL has been a flagship in setting an example of how things should be done properly, from its grow operations to its retail operations. MiNDFUL has been beyond reproach.

Accelerate Colorado urges you to give positive consideration to MiNDFUL's application for a medical marijuana license in New York.

Sincerely,

A handwritten signature in black ink, appearing to read "Morgan Cullen", written over a light blue horizontal line.

Morgan Cullen
Executive Director

June 2, 2015

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

Dear Mr. Zucker:

On behalf of the Aurora Economic Development Council, I would like to express my organization's strong support of MiNDFUL's application to operate a medical marijuana dispensary in New York.

Aurora EDC is a forty year old non-profit corporation with a mission of creating and retaining primary jobs in Aurora which is Colorado's third largest city. Our Board of Directors includes a select group of elected officials and private sector companies that provide executive leadership for our economic development initiatives. MiNDFUL, with Meg Sanders as its representative, has been an active Board member for the past two years. Her support and involvement have been critical to Aurora EDC's successes. We have been very fortunate to have Meg take time out of her busy schedule to work with us.

As you may be aware, medical marijuana has been legal for a number of years in Colorado and, recently, our state has legalized recreational marijuana. Colorado's state and local governments have gone to great lengths to assure that businesses in both medical and recreational marijuana are strictly regulated and adhere to the letter of the law. Entry into this industry is difficult and only the most responsible businesses are licensed. From personal observation and the company's reputation, I can say that MiNDFUL is an industry leader recognized for the quality of its operations as well as its reliability in meeting legal requirements.

It is my organization's belief that the New York could not find a better, more responsible company than MiNDFUL to operate a medical marijuana dispensary in your state.

Respectfully,



Wendy Mitchell
President & CEO

APPENDIX A

Matthew Tollin



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: Mindful Medical NY, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Matthew Tollin 3. Title: Chief Legal Counsel
4. Briefly describe the role of this person or entity in the proposed registered organization: As Chief Legal Counsel of Mindful Medical NY, Matthew will lead helping the company minimize its legal and compliance risk by advising the company's other officers and board members on any major legal and regulatory issues the company may confront, such as litigation risk, governmental disclosure and transparency, and workplace procedures and policy. He will oversee the company's in-house attorneys and outside counsel. He will additionally be responsible for liaising with regulatory bodies on compliance issues, maintaining and protecting intellectual property, licensing and service agreements with partners, and human resources policies.
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.
N/A



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.

N/A

8. Phone: [Redacted]

9. Fax:

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

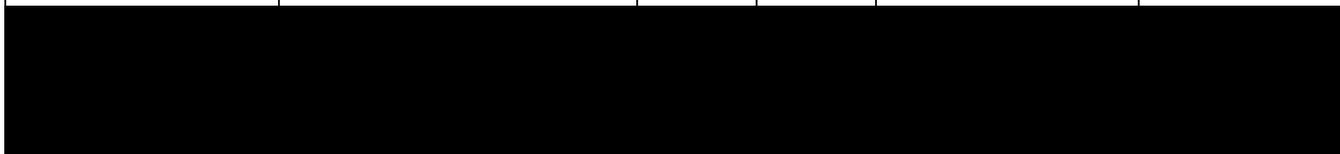
14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Harvard Law School, Northwestern University School of Law, and Georgetown University.



Empty table structure with 6 columns, likely for additional education entries.



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, Effective Date, Expiration Date. Row 1: Admitted to New York State Bar, 4075966, Appellate Division of the Supreme Court of New York State, 2nd Department, 12/2002, 12/2016. Row 2: Notary Public, 02TO6225485, Kings County, Clerk's Office, 7/2006, 7/2014.

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, Employment Dates, Supervisor Information, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.



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

Form with fields for Name, Address and Phone Number of Licensing/Regulatory Agency, From: May 2009, To: Present, Business Type: Film and New Media Production, Office Held/Nature of Interest: Shareholder, and checkboxes for open, closed, proposed.

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



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

Form with two entries for business information. Entry 1: From: February 24, 2009; To: December 20, 2010; Business Type: Nonprofit Cultural; Office Held/Nature of Interest: Board Member. Entry 2: From: May 2009; To: December 30, 2009; Business Type: Media Advising; Office Held/Nature of Interest: Member. Both entries include checkboxes for open, closed, and proposed status.



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 Agency Name, Business Name (The Global Film Initiative), Dates (January 2012 to December 2013), Business Type (Nonprofit Cultural), and Office Held (Board Member).

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

Form with field for Agency Name, containing N/A.

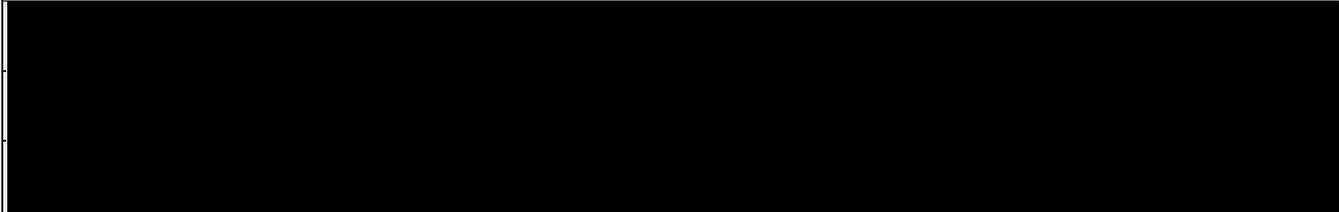


Appendix A: Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Form with three entries for business information, including dates, business names (TOLLIN, DIGGS AND HUTCHINS, LLC; THE ISIS FIRM, PROFESSIONAL LIMITED LIABILITY COMPANY; OBSIDIAN HOLDINGS, LLC), and office types (Member).



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



Form with fields for Name, Address and Phone Number of Licensing/Regulatory Agency, From, To, Business Type, and Office Held/Nature of Interest. Includes checkboxes for open, closed, and proposed.



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

19. Affirmative Statement of Qualifications

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

N/A

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

Signature: [Handwritten Signature] Date: 6/2/15

Notary Name: Melissa A. Rivera Notary Registration Number: No. 4-2865

Notary (Notary Must Affix Stamp or Seal) Date: 6-2-15

MELISSA A. RIVERA
Commissioner Of Deeds
City Of New York No.4-2862
Certificate Filed In Kings County
Commission Expires Dec 1, 2015

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: TOLLIN, MATTHEW.

Address [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 20150528

Fingerprint Center: L012

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

Amount Paid: 84.95

Fee Paid By: US BANK EPAY

Operator ID [REDACTED]

(Agency Copy)

L-1 Enrollment Services

New York State
EasyPath Network

Applicant: TOLLIN, MATTHEW.

Address [REDACTED]

OCA: [REDACTED]

Date Fingerprinted: 20150528

Fingerprint Center: L012

Agency: NYS Dept of Health Bur Narcotic Enforcement

Reason Fingerprinted:

CONTROLLED SUBSTANCE

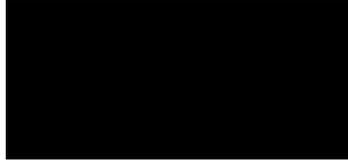
Amount Paid: 84.95

Fee Paid By: US BANK EPAY

Operator ID [REDACTED]

(Agency Copy)

MATTHEW TOLLIN



EDUCATION

Harvard Law School, Cambridge, MA
Juris Doctor, May 2000

Georgetown University, Washington, DC
Bachelor of Arts in Psychology, May 1995



EXPERIENCE

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

The City College of New York, New York, NY
Adjunct Professor, August 2004- 2005

- Taught *Introduction to the Law: Legal Reasoning and Legal Writing* in the Political Science Department.

New York City Council, New York, NY

General Counsel to the Governmental Operations Committee, September 2002 – December 2004

- Drafted legislation, researched legal and factual issues and organized Council hearings on various issues; including, but not limited to drafting the New York City False Claims Act, campaign finance reform, openness in government initiatives, First Amendment issues and other civil rights/liberties issues.

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

Publications/Acknowledgements: Tollin et al., Global Injustice: An Overview of Racism, Racial Discrimination, Xenophobia, and Related Intolerance, “Africa” (July 2001).

Lectures/Presentations: “The Role of the Government Lawyer,” at Harvard’s Office of Public Interest Advising Annual World of Law Panel Discussion (2003); “Small is the New Big,” at 2014 LexThink.1 conference (www.pointonelaw.com/small-is-the-new-big)

Languages: Studied Portuguese, Spanish, Swahili, Arabic and Latin.

Activities/Awards: Community Board 9, *Former Member*; The Association of the Bar of the City of New York, *Former Member*; NAACP, Mid-Manhattan Branch, *Former Board Member*; American Friends University of Haifa; *Former Board Member*. Winner of 7 Telly Awards; 3 Emmy Awards, *Executive Producer*.

Bar Admission: New York State. Federal courts, NYS, Eastern and Southern Districts.



HOUSE OF REPRESENTATIVES
WASHINGTON, D. C. 20515

Dr. Howard A. Zucker, Commissioner
New York State Department of Health
Bureau of House Counsel, Regulatory Affairs Unit
Corning Tower Building, Room 2438
Empire State Plaza
Albany, New York 12237

June 3, 2015

Dear Commissioner Zucker:

This letter serves as a character reference for Mr. Matthew Tollin, the Chief Legal Officer of Mindful Medical NY. I have had the pleasure of knowing Matthew for [REDACTED] years since he was a lawyer with New York City Council. I then retained Matthew as my [REDACTED] for several elections when he was in private practice. Matthew has always been smart, creative, ethical and industrious. He's always known how to tackle complex problems and I've come to lean on him through the years for his sound legal advice and acumen.

I am also very supportive of the fact that Mindful Medical NY has women and people of color as senior partners in its corporate structure. In 2014, Gov. Cuomo increased the State's commitment to contracting with minority—and women—owned businesses to 30 percent, one of the highest participating targets in the nation. It is incredibly important to maintain this commitment especially as we introduce a new industry and new medical solutions to those New Yorkers most in need of them both.

I am more than happy to answer any questions with regard to Matthew's background or provide additional insights via email or phone. I wholeheartedly endorse him and his team for the application.

Kindest regards,


Yvette D. Clarke
Member of Congress

Dr. Howard A. Zucker, Commissioner
New York State Department of Health
Bureau of House Counsel, Regulatory Affairs Unit
Corning Tower Building, Room 2438
Empire State Plaza
Albany, New York 12237

May 15, 2015

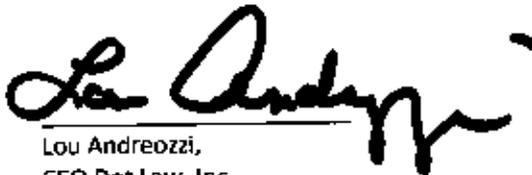
Dear Commissioner Zucker:

I am writing this character reference for Matthew Tollin- the Chief Legal Officer of Mindful Medical NY. I have had the pleasure of knowing Matthew for years as an [REDACTED] to his company [REDACTED]. As the former [REDACTED] of [REDACTED] and [REDACTED] of [REDACTED] I am experienced in spotting great ideas and people in the legal space. Matthew proved to be one of those stars in our industry. Sharp, talented, driven. It's been a pleasure seeing his enterprise grow and helping him steer it along the way.

I know he will do an incredible job of helping make Medical Marijuana accessible in New York State. I am very familiar with how this wonderful opportunity is becoming legally available throughout our country to help suffering children and adults that cannot find relief in any other way. I am pleased to see New York at the forefront of visionary change and am glad Matthew is at the forefront of implementing those changes.

I am more than happy to answer any questions with regard to Matthew's background or provide additional insights via email or phone.

Kindest regards,



Lou Andreozzi,
CEO Dot Law, Inc.

[REDACTED]

APPENDIX A

Jeffrey White



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Jeffrey White 3. Title: Member
4. Briefly describe the role of this person or entity in the proposed registered organization:
Ownership interest in [redacted] which is a member in [redacted] which is an owner of applicant (Mindful Medical New York, LLC)
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] 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]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include university of Massachusetts and Lesley University.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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

Name of Employer:
Type of Business:

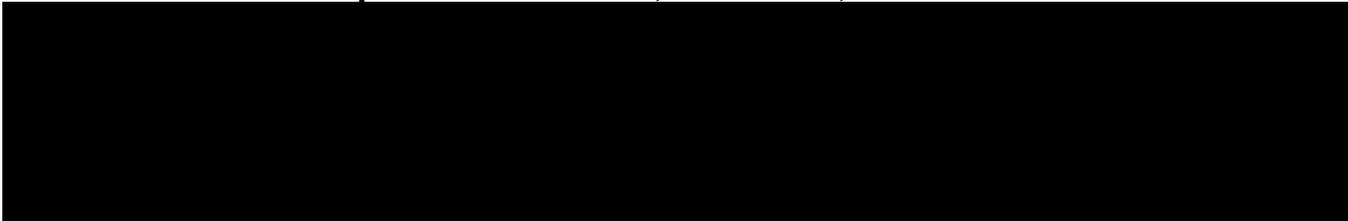


**Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.</p>		
<p>Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="radio"/> Yes <input type="radio"/> No</p>		
From: 5/20/2015	Name and Address of Business:	
To: Current	Meristem Partners, LLC	
	PO Box 511	
	Wilmington, DE 19899	
Business Type: Management Company	Office Held/Nature of Interest: Member	<input checked="" type="radio"/> open <input type="radio"/> closed <input type="radio"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		



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



Form with three sections for agency information, business details, and office nature. Includes fields for 'From:', 'To:', 'Business Type:', and 'Office Held/Nature of Interest:' with radio button options for open, closed, and proposed.



Appendix A:

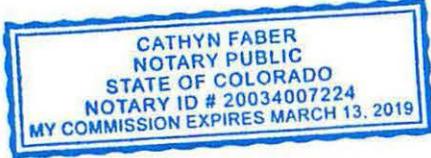
Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members

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.
I have been a manager, director, and Vice President at five different companies before moving in to real estate development. For the last year I have been a managing partner of Mindful, CO, a leading cultivation, processing and dispensing company in Colorado. I was also a [redacted] for [redacted] for [redacted] the service corp of retired executives.

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: 5/25/15
Notary Name: Cathryn Faber Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal) Date: 5-25-15



Jeffrey K. White



SUMMARY

Proven technology industry executive with extensive experience in manufacturing engineering, production, purchasing, materials, facilities management and quality. Specialist in “Start-Up” environments with strong management and leadership skills. Demonstrated ability to design and implement manufacturing strategies which achieved world-class performance in quality, time to market, cost, inventory management and operational efficiency.

EXPERIENCE

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

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

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

EDUCATION

M.S. Lesley College, Cambridge, Massachusetts 1987

Major: Applied Management

B.S. University of Massachusetts, Amherst, Massachusetts 1984

Major: Mechanical Engineering (Manufacturing Concentration)

APPENDIX A

Erik A. Williams



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.

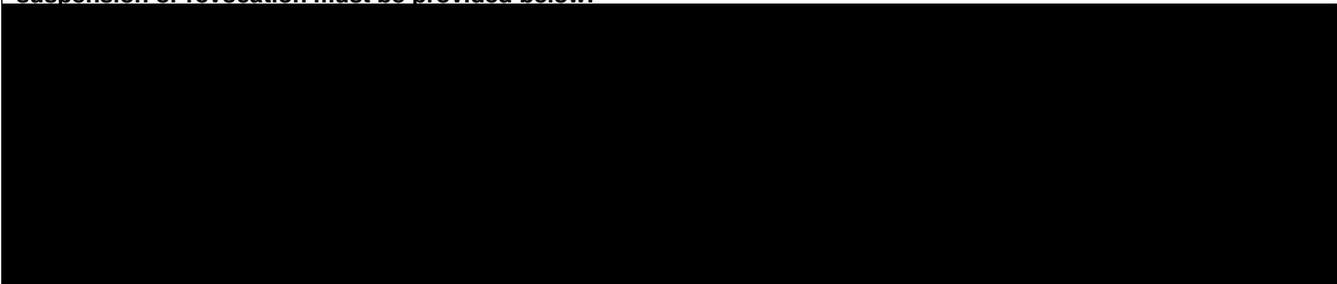
1. Business Name: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Erik A. Williams 3. Title: Member
4. Briefly describe the role of this person or entity in the proposed registered organization:
Mr. Williams will act as a member of Mindful Medical NY, LLC through his role as a member of Meristem, one of the ownership entities. He will also be involved in the management of Government and Public Affairs through consulting firm Marimind and aid in managing government affairs, community, public and media relations.
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]

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Rows include Boston University and Northeastern 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. Includes instructions for listing licenses and employment history.

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



Appendix A:

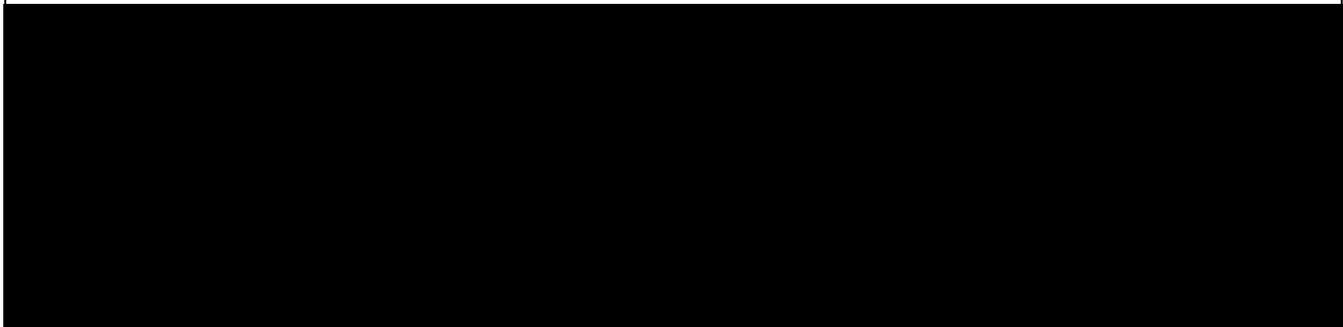
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Name of Employer:



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.





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

Form with fields: From: 10/2013, To: Current, Business Type: Management Company, Name and Address of Business: Meristem Partners, LLC, Office Held/Nature of Interest: Member, Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A



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

19. Affirmative Statement of Qualifications

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

Erik Williams has worked in the medical cannabis industry for the past three (3) years and has been a patients' rights advocate for medical cannabis for five (5) in New York, playing a major role in the passage of New York's Compassionate Use Act. He has spent nine (9) months in training at Mindful's cultivation center and in their related dispensaries, spending lengthy periods of time being trained by experts in each of the various aspects of planning, propagation, cultivation, harvesting, processing, curing and distribution. As a consultant to Mindful, he has developed protocols, redundancies, and systems to enhance and/or improve their operations and logistics.

As Director of Government and Public Affairs for Mindful, Erik's key job is education of elected officials at all levels, regulators, our communities and the general public of the inner workings of the medical cannabis industry. His understanding and knowledge of the medical cannabis industry is unrivaled and he calls on his decades of experiences in federal, state and local government to ensure clear and proper communication in this highly regulated industry. Combining that with his national recognition cannabis patient activists and groups, including being awarded the NORML 2012 Activist of the Year, Erik is uniquely qualified. In addition to New York, he has and continues to be engaged in crafting strict, tightly-regulated, medical cannabis policy, rules and regulations across the nation.

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

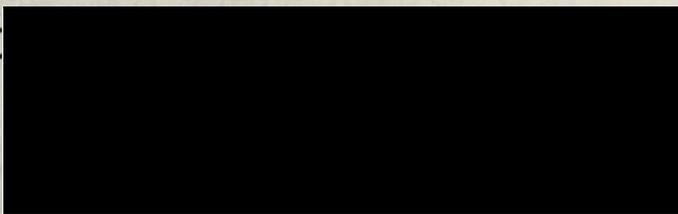
Signature: [Handwritten Signature] Date: 5/30/2015
Notary Name: Gerald Sullivan Notary Registration Number: 152922
Notary (Notary Must Affix Stamp or Seal) [Handwritten Signature] Date: May 30th 2015
My Commission Expires: 10/31/2018

L-1 Enrollment Sen

New York State
EasyPath Netwo

Applicant: WILLIAMS, ERIK, ANTHON

Address:



OCA:

Date Fingerprinted: 20150528

Fingerprint Center: L086

Agency: NYS Dept of Health Bur Na

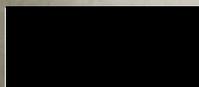
Reason Fingerprinted:

CONTROLLED SUBS

Amount Paid: 84.95

Fee Paid By: US CURRENCY

Operator ID:



(Agency Copy)

ERIK A. WILLIAMS



PROFILE

A [REDACTED] for [REDACTED] formerly [REDACTED] in Denver, Co., Erik is regarded as one of the company's most talented and versatile officers. To familiarize himself with the operation, Erik spent the better part of a [REDACTED] at the [REDACTED] cultivation center and its related dispensaries, acquiring in-depth training in cannabis production, processing and distribution from leading experts in the field. Integrating these newfound skills with his talents in team-building, community relations and thorough grasp of regulatory compliance, Erik developed protocols to facilitate and maximize all operations running out of [REDACTED] cultivation center and its dispensaries. With his legal and financial background as well as marketing and budgeting expertise, Erik promotes [REDACTED] interests in innumerable ways.

EXPERIENCE

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

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

**ELECTED &
VOLUNTEER
EXPERIENCE**

[REDACTED]	
New Britain Chamber of Commerce Member	Present
[REDACTED]	

May 31, 2015

Dr. Howard A. Zucker, Commissioner
New York State Department of Health
Bureau of House Counsel, Regulatory Affairs Unit
Corning Tower Building Room 2438
Empire State Plaza
Albany, NY 12237

RE: Application for Mindful Medical New York, LLC for Medical Marijuana Production and Dispensary License

Dear Commissioner Zucker;

I write this letter in enthusiastic support of the application by Mindful Medical New York LLC for a production and dispensary license under the State's Medical Marijuana Program.

I have known Erik Williams, a key principal of Mindful, for many years, and in two contexts. When we worked together while he was employed by the Connecticut General Assembly, I found him to be extraordinarily honest, remarkably thorough, and always exceptionally concerned first and foremost about the welfare of the constituents he served. You are no doubt aware that occasionally the culture in a state capital such as Hartford can become cynical, but never Erik. I felt that he always cared deeply about our State, and about our communal success. As he transitioned into a consultant role, I noticed that he first and foremost wanted to work with people, causes and campaigns in which he felt would make a difference. When you combine that with a kind of clarity that makes Erik trustworthy and dependable in every instance, you may understand why I would be so effusive in my support.

I have also been in regular contact with Erik as he pursued his cause to legalize marijuana for palliative purposes in Connecticut and throughout the nation. It is in this that Erik's passion has shown itself. With an industry that I have absolutely no real knowledge, Erik has been clear and patient in discussions of the ways that medical marijuana brings benefits to the afflictions in which it is meant to alleviate. He is cognizant of the societal risks of this product being misused or misunderstood, and preaches constantly about responsibility, straightforwardness, and honesty. He is easily understood in his discussions, enthusiastic in helping those in need, and most importantly to me, driven to demonstrate common-sense approaches to the medical uses of marijuana.

I say without the slightest bit of doubt that there is no more appropriate or dependable person to successfully and positively lead New York into this industry. I assume he will run this business with the probity he had run his past businesses, I assume he will be concerned about the welfare and image of your state, and I assume he will always run his affairs with the best of

intentions. I am Chairman of the Connecticut Lottery Corporation, and as an appointee in a state position that is constantly – and appropriately – scrutinized, I know how demands for accountability and transparency must be recognized and met. It is undoubtable that Erik and his team will know this, and their actions as licensees will bring great credit to the program, allowing the general public to see the benefits of New York’s decision in the light and probity that it was intended.

Please feel free to contact me at (203) 554-6140 at any time if you need any further clarification.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Farricker', with a long horizontal flourish extending to the right.

Frank Farricker
126 Milbank Avenue
Greenwich CT 06830

Bryan Clenahan

Dear Sir/Madam:

I am writing to make a strong personal recommendation of Erik Williams. I make this recommendation on both professional and personal interactions with Erik.

The medical, statutory, regulatory and legal aspects of medical cannabis are very complicated and fluid, and few people possess a strong understanding of them. Erik Williams is far and away one of the most knowledgeable, intelligent and experienced people working in the medical cannabis industry today. He possess tremendous knowledge of current medical cannabis statutory and regulatory models in Colorado, Connecticut and New York and his comprehension and expertise of each of these models is remarkable.

Erik has closely advised policymakers on all aspects of medical cannabis laws in Connecticut and New York. He has helped make sure that states' legislation creates a statutory and regulatory framework that would ensure a highly effective and safe system of medical cannabis.

He also works closely with regulatory authorities in Colorado in the continuing implementation and oversight of that state's successful medical cannabis law. Carefully and safely grown medical cannabis has brought relief to countless patients in Colorado over the past several years.

Erik is further working with policymakers in several states currently considering medical cannabis legislation, including Florida, Pennsylvania, and others. Erik has truly been -- and remains -- front and center in the national, state-by-state debate surrounding medical cannabis.

Finally on a personal note, Erik is a great pleasure to work with -- he is always professional, helpful, and available. Further, he is always willing to provide great diligence and equally willing to share his tremendous knowledge collaboratively in pursuit of the greater goal of providing effective medical relief to suffering patients. His commitment to that goal across the country is inspirational.

I very strongly personally recommend Erik - he was essential to the passage of strong, safe and effective medical cannabis laws in multiple states, including New York and Connecticut.

Please feel free to contact me any time if you have any questions or I can provide any further information.

Very truly yours,


Bryan Clenahan

Town of Georgetown
995 State Route 26
P.O. Box 256
Georgetown, N.Y. 13072

May 30, 2015

Dear Commissioner Zucker,

The Town Board of Georgetown unanimously supports Mindful's proposed Medical Marijuana facility in our town. Mindful representatives Erik Williams and Mark Justh have presented their project to every segment of our local government, with a commitment by all to see this succeed here in Georgetown.

This enthusiastic response, was in part because of NY CEO Mark Justh presence here in our community as a [REDACTED], who has demonstrated a dedication to proper stewardship of our natural resources, and the ability to manage his labor force fairly and ethically for the benefit of not only his business but our small town.

Madison County is a rural area that is home to an array of various agricultural enterprises. I am confident we have the broader agribusiness infrastructure needed to ensure the success of this important endeavor.

On behalf of The Georgetown Board.

Sincerely,



Paul Walrod
Town Supervisor

APPENDIX A

Bartlett Witherspoon



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: Bartlett Witherspoon 3. Title: Minority Shareholder
4. Briefly describe the role of this person or entity in the proposed registered organization:
Investor.
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [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.
N/A



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.

N/A

8. Phone: [Redacted]

9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Contains two rows of education data: University of South Carolina (MBA Bachelor, 2011-2014) and Vanderbilt University (Bachelor of Science, 2006-2010).



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
Table with 5 columns: Type of Professional License, License Number, Institution Granting License (Mailing Address, Phone, Email), Effective Date, Expiration Date.
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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



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

Form with multiple sections for business information, including fields for Type of Business, Street Address, City, State, Zip Code, Starting/Ending Date of Employment, Name of Supervisor for Reference, Supervisor Phone Number, and Position/Responsibilities.



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

Type of Business: N/A		
Street Address:		
City:	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: N/A		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.</p>		
<p>Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
From: 05/15	Name and Address of Business:	
To: Current	RAM Holdings Group, LLC ATTN: Ronald Goldenberg	
	450 7th Avenue Suite 2701	
	New York, NY 10123	
Business Type: Holdings Company	Office Held/Nature of Interest: Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
N/A		



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: N/A, To: N/A, Business Type: N/A, Name and Address of Business: N/A, Office Held/Nature of Interest: N/A, Name, Address and Phone Number of Licensing/Regulatory Agency: N/A. Includes checkboxes for open, closed, proposed.



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

19. Affirmative Statement of Qualifications

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

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

Signature: [Handwritten Signature] Date: 5/27/15

Notary Name: Natasja V. Marquez Notary Registration Number: N/A

Notary (Notary Must Affix Stamp or Seal) Date: 5/27/15



Current Address

BARTLETT WITHERSPOON

Permanent Address

EDUCATION

TULANE UNIVERSITY, A.B FREEMAN SCHOOL OF BUSINESS
MASTERS OF ENERGY MANAGEMENT

New Orleans, LA
July 2014-May 2015

- Specialized degree in energy finance, trading, and project management
- Teaching Assistant for Strategic Management Capstone course
- Burkenroads Equity Analyst

UNIVERSITY OF SOUTH CAROLINA, MOORE SCHOOL OF BUSINESS
MASTERS OF INTERNATIONAL BUSINESS (BEIJING LANGUAGE AND CULTURAL UNIVERSITY)

Beijing, CN/ Columbia, SC
July 2011-May 2014

- Intensive Chinese language training and business studies at Beijing Language and Cultural University
- Top 1% of class; Top Ranked International MBA program

VANDERBILT UNIVERSITY

Nashville, TN
August 2006- May 2010

- President of Mortar Boar Honor Society and Student Body Representative
- Cum Laude

EXPERIENCE

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

ADDITIONAL QUALIFICATIONS

- Languages: English (Native), Chinese (Advanced)
- CFA Level 2 Candidate (June 2015)

APPENDIX A

Mindful Medical New York, LLC



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: N/A 3. Title: N/A
4. Briefly describe the role of this person or entity in the proposed registered organization: Mindful Medical New York is the applicant. We are filling this out as it is our understanding every entity and natural person needs to complete an appendix A.
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.
N/A



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.

N/A

8. Phone: [Redacted]

9. Fax:

10. Email: [Redacted]

11. Residence Address: Corp. address- [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1 contains 'N/A' in the Institution column.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
N/A				
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.				
Name of Employer: N/A				
Type of Business:				
Street Address:				
City:		State:		Zip Code:
Starting Date of Employment:			Ending Date of Employment:	
Name of Supervisor for Reference:			Supervisor Phone Number:	
Position/Responsibilities:				
Reason For Departure:				
Name of Employer:				
Type of Business:				



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, Position/Responsibilities, Reason For Departure, and 18. Offices Held or Ownership Interest in Other Businesses.



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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed'.



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

19. Affirmative Statement of Qualifications

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

N/A

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

Signature: [Handwritten Signature]

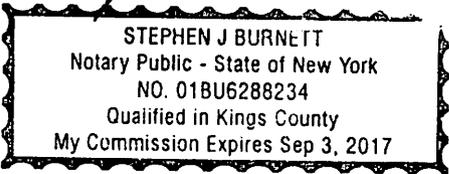
Date: 6/4/15

Notary Name: Stephen J Burnett

Notary Registration Number:

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

Date: 6/4/15



APPENDIX A

New York Canopy Venture Group, LLC



Appendix A:

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

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

Form with fields for: 1. Business Name: Mindful Medical New York, LLC; 2. Name: New York Canopy Venture Group, LLC; 3. Title: Member; 4. Briefly describe the role of this person or entity in the proposed registered organization: New York Canopy Venture Group, LLC is a member of Mindful Medical New York, LLC; 5. Will this person or entity come into contact with medical marijuana or medical marijuana products? [X] No; 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] No.



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

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

Yes No

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

8. Phone: 9. Fax:

10. Email:

11. Residence Address:

12. City: 13. State: 14. ZIP Code:

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1 contains 'N/A'.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.
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.
Name of Employer: N/A
Type of Business:
Street Address:
City: State: Zip Code:
Starting Date of Employment: Ending Date of Employment:
Name of Supervisor for Reference: Supervisor Phone Number:
Position/Responsibilities:
Reason For Departure:
Name of Employer:
Type of Business:



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**

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
From:	Name and Address of Business: N/A	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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

Form with three identical sections for business information. Each section includes fields for 'From:', 'To:', 'Business Type:', 'Name and Address of Business:', 'Office Held/Nature of Interest:', and 'Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:'. Radio buttons are provided for 'open', 'closed', and 'proposed'.



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

19. Affirmative Statement of Qualifications

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

N/A

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

Signature: [Handwritten Signature]

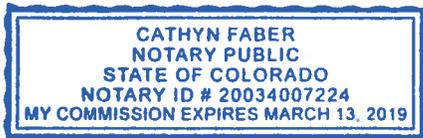
Date: 6-4-15

Notary Name: Cathryn Faber

Notary Registration Number: 20034007224

Notary (Notary Must Affix Stamp or Seal)

Date: 6-4-15



APPENDIX A

RAM Holdings Group, LLC



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: Mindful Medical New York, LLC
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.
2. Name: RAM Holdings Group, LLC 3. Title: Member
4. Briefly describe the role of this person or entity in the proposed registered organization:
RAM Holdings Group, LLC is a member of Mindful Medical New York, LLC
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
[] Yes [x] No
Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? [] 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.
N/A



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.

N/A

8. Phone: [Redacted]

9. Fax: [Redacted]

10. Email: [Redacted]

11. Residence Address: [Redacted]

12. City: [Redacted]

13. State: [Redacted]

14. ZIP Code: [Redacted]

15. Formal Education

Dates Attended

Degree

Table with 6 columns: Institution, Address, From, To, Degree Received, Date Received. Row 1 contains 'N/A' in the Institution column.



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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
N/A				
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.				
Name of Employer: N/A				
Type of Business:				
Street Address:				
City:		State:		Zip Code:
Starting Date of Employment:			Ending Date of Employment:	
Name of Supervisor for Reference:			Supervisor Phone Number:	
Position/Responsibilities:				
Reason For Departure:				
Name of Employer:				
Type of Business:				



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**

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.</p>		
<p>Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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

Form with three identical sections for business information, including fields for From, To, Business Type, Office Held/Nature of Interest, and Licensing/Regulatory Agency.



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

19. Affirmative Statement of Qualifications

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

N/A

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

Signature: [Handwritten Signature] Date: 6/4/2015

Notary Name: SCHARLENE Y. DAVIS Notary Registration Number: 01DA6146578

Notary (Notary Must Affix Stamp or Seal) Date: 6/4/15

SCHARLENE Y. DAVIS
Notary Public - State of New York
No. 01DA6146518
Qualified in Nassau County
My Commission Expires May 22, 2018

[Handwritten Signature]

Appendix B

MiNDFUL MEDiCAL Manufacturing Center

4337 Lebanon Road, Eaton, NY 13334



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:	Mindful Medical New York
Facility Type:	<input checked="" type="checkbox"/> Manufacturing Facility <input type="checkbox"/> Dispensing Facility
Use and Occupancy Classification:	Medical Marijuana Manufacturing Facility (F-1 Plant Husbandry)
Building Construction Type and Classification:	TYPE II-B
Facility Address:	4337 Lebanon Rd, Eaton NY. 13334
Primary Contact Telephone number:	917 974 6492
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE: Applicant shall identify planning requirements, including but not limited to:	
	<input type="checkbox"/> TOWN BOARD APPROVAL
	<input checked="" type="checkbox"/> PLANNING BOARD APPROVAL
	<input type="checkbox"/> ZONING BOARD OF APPEALS APPROVAL
	<input checked="" type="checkbox"/> PREPARATION OF CONSTRUCTION DOCUMENTS
	<input checked="" type="checkbox"/> BUILDING PERMIT
	<input checked="" type="checkbox"/> BIDDING PHASE
	<input checked="" type="checkbox"/> CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
	<input checked="" type="checkbox"/> COMMENCEMENT OF CONSTRUCTION
	<input checked="" type="checkbox"/> COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

PART II – SITE PLAN(S)

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

- | | |
|--|---|
| <input type="checkbox"/> Entrance and Exits | <input type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input type="checkbox"/> Public Parking Spaces | <input type="checkbox"/> Percentage of Green Space |
| <input type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input type="checkbox"/> Accessible Parking Spaces | <input type="checkbox"/> Loading & Unloading |
| <input type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

- Energy Source:
 Natural Gas Oil Electric
 Solar Other _____
- Engineering Systems:
 Heating System: Type Gas, Size 228K BTU Efficiency 80%,
 Ventilation Requirements _____
 Cooling System: Type ELEC., Size 312K BTU Efficiency 13 SEER,
 Ventilation Requirements _____
 Ventilation & Humidification Systems:
 Type _____, Size _____, Efficiency _____,
 Ventilation Requirements _____
 Electrical Distribution Available 600 Amps
 Water Supply: Municipal Water Service _____ or Private Well Water X
 Sewage: Municipal Sewer System _____ or Private Septic System X
 Emergency Power System:
 Type _____, Size _____, Efficiency _____



Appendix B – Architectural Program

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



Appendix B – Architectural Program

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

<p>CODE COMPLIANCE REVIEW</p> <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.	F-1 Plant Husbandry	F-1 Plant Husbandry (No Hazardous Material)



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		NA
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		NA
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		NA
5	Building Area & Height	501-507		Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).		
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies 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
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).	No Separation Required (Table 508.4)	
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.		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.		



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).	2 Hours	2 Hours
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	X<5 Ft : 2 Hour 5<X<10 : 1 Hour	2 Hours
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NR	NR
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NR	NR
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NR	NR
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NR	NR
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.	NFPA 13	NFPA 13
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NA	NA
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	NA	NA



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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.		
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.		
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans		
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.		



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



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).		
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.		NA
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.		
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.		
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.		
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.		



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.		
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.		
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).		
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	NA
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NR	NR



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).		SEE CODE ANALYSIS A 1.0
48	Available Street Water Pressure			Provide the available street or well water pressure.		Well Water Only
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.		

Code Compliance Review #3 Hazardous Materials

In the manufacturing facility, hazardous materials will be stored within the allowable acceptable exempt quantities in a discrete hazardous materials storage area. Strict separation will be maintained between plant materials and noxious chemicals including pesticides and cleansers. Nitrate-based and other fertilizers will be stored away from fuels, solvents and pesticides. Below is a list of pesticides and cleansers to be stored:

Hazardous Materials

Pesticides						
Product Name	Brand Name	EPA Registration Number	Quantity	Type	Active Ingredients	
AzaMax	Parry America	71908-1-81268	8 gallons	Insecticide	azadirachtin - 1.20%	
Cease	AgraQuest	69592-19-68539	1 gallon	Fungicide	QST 713 Strain of dried Bacillus subtilis-1.34%, Other Ingredients- 98.66%	
Double Nickel LC	Certis USA, LLC	70051-107	10 lbs.	Fungicide	<i>bacillus amyloliquefaciens</i> strain D747 - 98.85%	
Eco-Mite Plus	Arborjet, Inc.	25(b)	12 quarts	Insecticide	rosemary - 0.50%, cottonseed oil - 2.50%, peppermint oil - 2.50%, rosemary oil - 2.50%	
Fosphite Fungicide	JH Biotech, Inc.	68573-2	2 gallons	Fungicide	phosphorus acid, mono- and di-	

Gnatrol WDG	Valent BioSciences Corporation	73049-56	16 lbs.	Insecticide	potassium salts - 53.00% <i>bacillus thuringiensis</i> ssp. <i>israelensis</i> - 37.40%
Green Cleaner	Old Stage Garden Products, LLC	25(b)	12 gallons	Miticide/Fungicide	corn oil, soybean oil - 15.00%
Liquid Ladybug	Eco Organics	25(b)	12 gallons	Miticide	citric acid - 0.10%, geranio - 0.30%, peppermint oil - 0.40%
Neem Oil	NimBioSys	84181-2	6 gallons	Insecticide	cold-pressed neem oil - 100%
Organic JMS Stylet-Oil PFR-97	JMS Flower Farms, Inc. Certis USA, LLC	65564-1 70051-19	2.5 gallons 10 lbs.	Fungicide/Insecticide Insecticide	paraffinic oil - 97.1% Isaria fumosorosea Apopka Strain 97 (ATCC 20874)-20%, Other Ingredients-80%
Pyganic Crop Protection	McLaughlin Gormley King	1021-1772	2 quarts	Insecticide	pyrethrins - 5.00%

SNS-209	Sierra Natural Science Inc.	25(b)	8 gallons	Insecticide	Rosemary extract- 10%, Rosemary oil- 0.23%, Oother Ingredients 89.77%, Water, Quillaja Saponin & Humic Acid
Detergents, Cleansers and Disinfectants					
TerraClean 5.0	BioSafe Systems	N/A	1 gallon	Detergent	Hydrogen Dioxide 27%, Peroxyacetic Acid 5%, Other Ingredients 68%
Physan 20	Maril Products	N/A	1 gallon	Detergent	n-alkyl (60% C14, 30% C16, 5% C12, 5% C18) dimethyl benzyl ammonium chloride 10% n-alkyl (68% C12, 32% C14) dimethyl ethylbenzyl ammonium chloride 10% INERT 80%
Windex	S. C. Johnson	N/A	1 gallon	Cleanser	N/A
Bleach	Generic	N/A	1 gallon	Detergent	sodium hypochlorite

Supersonic Chlorine	GLB	N/A	1 gallon	Disinfectant	Calcium Hypochlorite, 73% OTHER INGREDIENTS 27%
Sulfuric Acid	The Science Company	N/A	1 gallon	Disinfectant	N/A
Isopropyl Alcohol	Generic	N/A	1 gallon	Disinfectant	Isopropyl Alcohol



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:	Mindful Medical New York
Facility Type:	<input checked="" type="checkbox"/> Manufacturing Facility <input type="checkbox"/> Dispensing Facility
Use and Occupancy Classification:	Group U Agricultural Husbandry Use
Building Construction Type and Classification:	TYPE V-B
Facility Address:	4337 Lebanon Rd, Eaton NY. 13334
Primary Contact Telephone number:	917 974 6492
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE: Applicant shall identify planning requirements, including but not limited to:	
<input type="checkbox"/>	TOWN BOARD APPROVAL
<input checked="" type="checkbox"/>	PLANNING BOARD APPROVAL
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input checked="" type="checkbox"/>	BIDDING PHASE
<input checked="" type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input checked="" type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input checked="" type="checkbox"/>	COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

PART II – SITE PLAN(S)

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

- | | |
|--|---|
| <input type="checkbox"/> Entrance and Exits | <input type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input type="checkbox"/> Public Parking Spaces | <input type="checkbox"/> Percentage of Green Space |
| <input type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input type="checkbox"/> Accessible Parking Spaces | <input type="checkbox"/> Loading & Unloading |
| <input type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

Energy Source:
 Natural Gas Oil Electric
 Solar Other _____

Engineering Systems:
 Heating System: Type Gas, Size 400K BTU Efficiency 80%,
 Ventilation Requirements _____
 Cooling System: Type _____, Size _____ Efficiency _____,
 Ventilation Requirements _____
 Ventilation & Humidification Systems:
 Type Elec, Size 3 hp Ea, Efficiency 92%,
 Ventilation Requirements _____
 Electrical Distribution Available 400 Amps
 Water Supply: Municipal Water Service _____ or Private Well Water X
 Sewage: Municipal Sewer System _____ or Private Septic System X
 Emergency Power System:
 Type _____, Size _____, Efficiency _____



Appendix B – Architectural Program

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



Appendix B – Architectural Program

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

<p>CODE COMPLIANCE REVIEW</p> <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.	U Agricultural Greenhouse	U Agricultural Greenhouse (No Hazardous Material)



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		NA
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		NA
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		NA
5	Building Area & Height	501-507		Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).		
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies 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
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).	No Separation Required (Table 508.4)	
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.		TYPE V-B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.		



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).	2 Hours	2 Hours
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	X<5 Ft : 2 Hour 5<X<10 : 1 Hour	2 Hours
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NR	NR
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NR	NR
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NR	NR
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NR	NR
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.	NFPA 13	NFPA 13
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NA	NA
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	NA	NA



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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.		
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.		
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans		
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.		



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



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).		
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.		NA
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.		
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.		
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.		
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.		



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.		
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.		
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).		
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	NA
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NR	NR



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).		SEE CODE ANALYSIS A 1.0
48	Available Street Water Pressure			Provide the available street or well water pressure.		Well Water Only
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.		

MiNDFUL MEDiCAL Manufacturing Center – 4337 Lebanon Road, Eaton, NY 13334

Property Description

Mindful Medical New York LLC has secured a 20 acre parcel of land in Madison County, NY to be used as the site for the manufacturing and agricultural husbandry facility. The mailing address for the facility is 4337 Lebanon Road, Eaton NY 13334. The Property Tax Lot Number: 165.00-1-4, 180.00-1-1, 164.00-1-28.

Mindful Medical has entered into a lease agreement with the property owner, Pinnacle Farm Holdings, LLC, a New York company based in Brooklyn. The mailing address on the property is in Eaton, NY, but the property borders are located in the district of Georgetown. The owner has affirmed that there are no liens or encumbrances on the property.

The 20 acre parcel consists of green farmland with access to three wells that will supply the facility with more than adequate high quality water for the manufacturing operations. Situated in a wind corridor with many turbines, it allows for maximum use of sustainable wind and solar power, making it well suited for efficient manufacturing of medical marijuana. The owner has confirmed that there is no environmental pollution on the property. Broadband internet is available at the property through Frontier Communications.

Located in the geographic center of NYS, Madison County sits near the crossroads of the NYS Thruway and Interstate 81. Madison County has a well-founded history of agriculture, which will greatly benefit the medical marijuana industry. The area is home to a variety of agricultural enterprises, which can provide the broader agribusiness infrastructure to support the new facility.

Local Support

The Applicant has received full approval and written support for this project from many decision makers within the area. With the property secured, and engineers, plans, and local support in place, Mindful Medical is positioned to begin operations expeditiously upon NYS DOH registration approval.

The Applicant has received support in writing, from Assemblyman Bill Magee, 121st District NY, Chair of the Assembly Agriculture Committee, to establish a medical marijuana growing and processing facility in the Madison County area.

The Applicant has received support in writing, from Roger S. Cook, Code Enforcement Officer for the Town of Georgetown Planning Board, stating that the proposed agricultural facility is an “as right use” in the town. He has determined that the manufacturing facility is also “as right use,” with the approval of the planning board.

The Applicant has received support in writing from Paul Walrod, Town Supervisor, stating unanimous support on behalf of the Georgetown Board.

The Applicant has also received support in writing from Kipp Hicks, Executive Director of Madison County Industrial Development Agency.

Construction Phases

The applicant's construction plan includes two phases. Phase One includes the 5,000 square foot manufacturing facility and one acre greenhouse. This will allow Mindful Medical to begin growing immediately upon Department approval.

Phase Two includes the full build out of the 53,346 square foot greenhouse and 30,000 square foot manufacturing facility. The large property also offers Mindful Medical the option for future expansion, as needed by the Department.

Manufacturing Facility

Architectural Program and Construction Timeline

The Applicant will apply for Planning Board approval and prepare all construction documents, including Building Permits. The Applicant will initiate the bidding phase and contract award phase for each applicable contractor.

Energy Sources and Engineering Systems

The Applicant will utilize Natural Gas energy sources for a clean, highly efficient form of energy for engineering systems. The gas powered heating system will operate at 228K BTU with 80% efficiency. The electric powered cooling system will operate at 312K BTU with 13 SEER efficiency. Electrical distribution is available to 600 Amps.

Water supply is provided through the Private Well Water.

Sewage is transported through the Private Septic System.

Code Compliance: Manufacturing Facility

The Applicant will obtain all applicable Building Code Compliance, including:

2010 Building Code of NYS

2010 Fire Code of NYS

2010 Plumbing Code of NYS

2010 Mechanical Code of NYS

2010 Fuel Gas Code of NYS

2010 Property Maintenance Code of NYS

2010 Energy Conservation Construction Code of NYS

2010 Existing Building Code of NYS

Construction Plan

The Applicant will construct a new building to house the Manufacturing Facility. Plans include general construction work, as well as structural, mechanical, plumbing and electrical work. The

Applicant has designed construction of the manufacturing facility that will meet its needs, and is in full compliance with the Department's regulations.

The manufacturing facility will feature two grow rooms, one at 1088 square feet, and one at 1195 square feet. Individual grow rooms are designated for mom growth, clone growth and vegetable growth. The facility includes two drying rooms, extraction, packaging and shipping areas, as well as mechanical areas, offices and restrooms.

The facility will be fully equipped with shipping and receiving bay doors, safety bollards and panic hardware. The designated parking lot is adjacent to the facility.

Code Compliance Hazardous Materials

The manufacturing facility will store hazardous materials within the acceptable exempt quantities in a discrete hazardous materials storage area. Strict separation will be maintained between plant materials and noxious chemicals, including pesticides, detergents, cleansers and disinfectants. Nitrate-based and other fertilizers will be stored away from fuels, solvents and pesticides.

Manufacturing Facility: Group U Agricultural Husbandry Use (Greenhouse)

Architectural Program and Construction Timeline

The Applicant will apply for Planning Board approval and prepare all construction documents, including Building Permits. The Applicant will initiate the bidding phase and contract award phase for each applicable contractor.

Energy Sources and Engineering Systems

The Applicant will utilize Natural Gas and Electric energy sources for a clean, highly efficient form of energy for engineering systems. The gas powered heating and cooling system will operate at 400K BTU with 80% efficiency. The electric powered ventilation and humidification system will operate at 3 hp each with 92% efficiency. Electrical distribution is available to 400 Amps.

Water supply is provided through the Private Well Water.

Sewage is transported through the Private Septic System.

Code Compliance: Agricultural Husbandry Facility

The Applicant will obtain all applicable Building Code Compliance, including:

2010 Building Code of NYS

2010 Fire Code of NYS

2010 Plumbing Code of NYS

2010 Mechanical Code of NYS

2010 Fuel Gas Code of NYS

2010 Property Maintenance Code of NYS

2010 Energy Conservation Construction Code of NYS

2010 Existing Building Code of NYS

Construction Plan

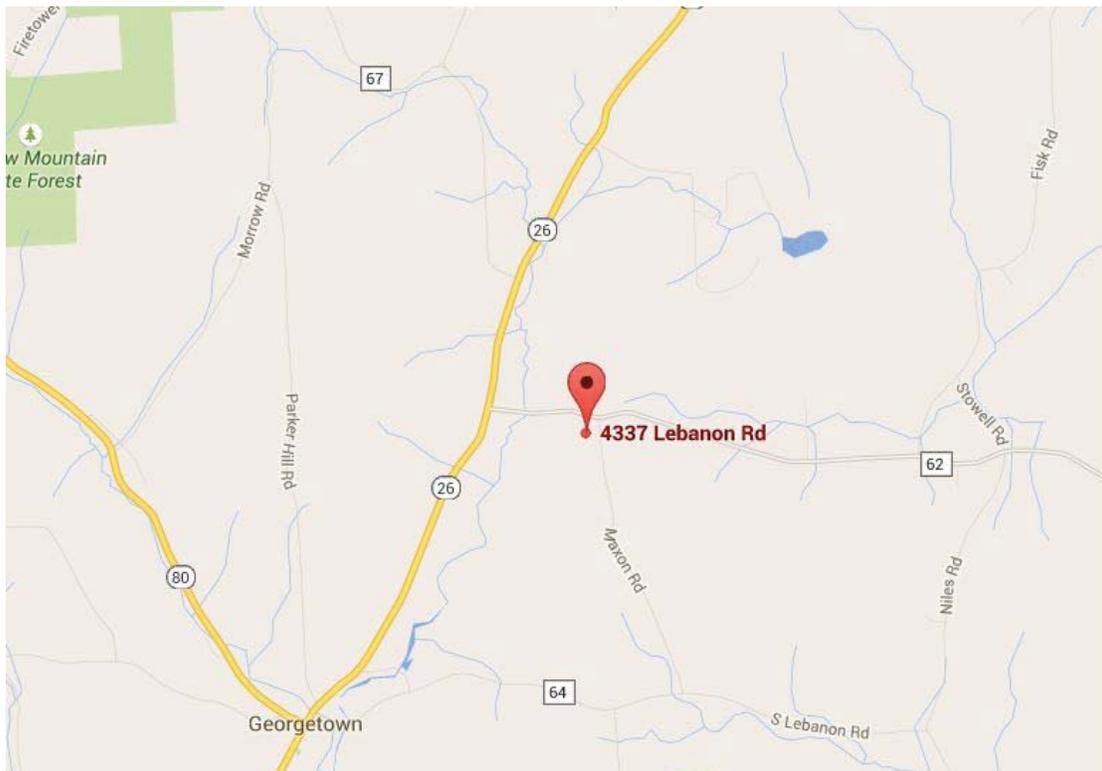
The Applicant will construct a new building to house the Agricultural Husbandry Facility. Plans include general construction work, as well as structural, mechanical, plumbing, electrical, sprinkler and site work.

The Applicant has designed construction of the agricultural husbandry facility that will meet its needs, and is in full compliance with the Department's regulations. The agricultural husbandry facility will feature a series of seven greenhouses. The facility will be fully equipped with double egress doors, safety bollards and panic hardware. The designated parking lot is adjacent to the facility.

Manufacturing site; Land



Street Map:



TOWN OF GEORGETOWN
PO. BOX 103
GEORGETOWN, NEW YORK 13072

OFFICE OF CODE ENFORCEMENT

315-837-4299

June 1, 2015

Mr. Erik Williams
Director of Governmental & Public Affairs
Mindful Medical New York

Re: Letter of Support

Dear Mr. Williams,

Thank you and Mark for meeting with me and the Town of Georgetown Planning Board. Your review of the proposed Medical Marijuana Facility gave a great in-sight as to how beneficial that your business could be for the residents of the Town of Georgetown and the surrounding area.

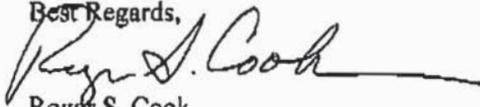
The Town of Georgetown Building and Development Control Law is our guiding document regarding zoning and land use within the town. Article III, Section 3 outlines the regulations that are applicable to all properties, buildings and uses within the town. Your proposed agricultural activity is an "as right use" in the town. This would allow you to build and use those buildings for any type of agricultural use. The State of New York as you explained is issuing licenses to certain companies for the legal right to grow and process marijuana for medical use. The growing of marijuana would be considered an agricultural use by our development ordinance.

You have also indicated that within the facility there would be a process to turn your harvested crop into a product that will then be transported to Mindful Medical's four dispensaries. The Building and Development Control Law also allows for commercial and industrial uses on all properties within the town upon the approval of a Special Use Permit. Once again this is an "as right" use but with the approval of the planning board.

At this time I have not been able to verify if the New York State Department of Agriculture and Markets will have any jurisdiction over this new agricultural use within New York State or not. My experience has been if they are involved and deem a project of this nature an agricultural use (growing, processing and sales) that the Special Use Permit can be waived and only a Site Plan Review would be appropriate.

As you know the Town of Georgetown Planning Board and I are supportive of your efforts to obtain a license from the State of New York to build a facility on your farm and produce Medical Marijuana.

Best Regards,



Roger S. Cook
Code Enforcement Officer



THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIRMAN
Joint Legislative Commission on
Dairy Industry Development

WILLIAM MAGEE
Member of Assembly
121st Assembly District

CHAIRMAN
Agriculture Committee

COMMITTEES
Aging
Banks
Higher Education
Local Governments

June 2, 2015

Howard A. Zucker, MD, JD, Acting Commissioner
New York State Dept. of Health
Bureau of Narcotic Enforcement, Medical Marijuana Program
150 Broadway
Albany NY 12204

Dear Mr. Zucker,

I write you today to express my support for the proposal of Mindful Medical to bring a medical marijuana growing and processing facility to Georgetown, in Madison County. Mindful Medical is a practicing medical dispensary in Denver, Colorado.

As the Assemblyman for the 121st district I endorse the project for its economic benefits to the region. This would bring much needed employment opportunities and tax revenue to Madison County, and it has the support of the Town Supervisor, and the Madison County Chair. I remain hopeful that, with the passing of The Compassionate Care Act, a facility such as this will expedite comfort and relief to patients who qualify for this drug, and eliminate the stigma attached to its use for medical patients.

Georgetown is well suited geographically and demographically for this type of industrial agricultural venture. As Chair of the Assembly Agriculture Committee, I can attest to the value of the well founded history of agriculture of the region, and the benefits of that to this developing industry.

With that, I offer my strong support of the application and ask that you give it every consideration. Please feel free to contact me if I can be of any assistance.

Sincerely,

Assemblyman Bill Magee, 121st District NY

BM/lm

Town of Georgetown
995 State Route 26
P.O. Box 256
Georgetown, N.Y. 13072

May 30, 2015

Dear Commissioner Zucker,

The Town Board of Georgetown unanimously supports Mindful's proposed Medical Marijuana facility in our town. Mindful representatives Erik Williams and Mark Justh have presented their project to every segment of our local government, with a commitment by all to see this succeed here in Georgetown.

This enthusiastic response, was in part because of NY CEO Mark Justh presence here in our community as a farm owner, who has demonstrated a dedication to proper stewardship of our natural resources, and the ability to manage his labor force fairly and ethically for the benefit of not only his business but our small town.

Madison County is a rural area that is home to an array of various agricultural enterprises. I am confident we have the broader agribusiness infrastructure needed to ensure the success of this important endeavor.

On behalf of The Georgetown Board.

Sincerely,



Paul Walrod
Town Supervisor



Madison County IDA

INDUSTRIAL DEVELOPMENT AGENCY

*Madison County Center
for Economic Development*



May 27, 2015

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

Commissioner Zucker,

On behalf of the Madison County Industrial Development Agency, we are happy to express our support of Mindful's application to secure a growing and distribution license from NYS based on authorization from the Compassionate Care Act.

Mindful has proven themselves with operations in Colorado, and we hope that they can emulate that success here in NYS. The potential economic impact that a greenhouse facility and processing operation would have on our local community is tremendous. We are optimistic about the development of this industry to serve the needs of critical patients with medical needs.

Considering the property tax impact, excise tax revenue, and jobs associated with the greenhouse, processing/extraction, security, warehousing, distribution, and pharmaceutical applications, this is a win-win for NYS, Central New York, Madison County, and private industry.

Located in the geographic center of NYS, Madison County sits near the crossroads of the NYS Thruway and Interstate-81, providing outstanding access to the entire state. We also have a rich history of agribusiness and value-added agriculture. We anticipate that Morrisville State College, with its academic history in farming and plant cultivation, coupled with their cutting edge LED lighting research and development, could prove a valuable partner, with practical working knowledge for this emerging industry.

We thank you for your consideration.



Kipp Hicks
Executive Director

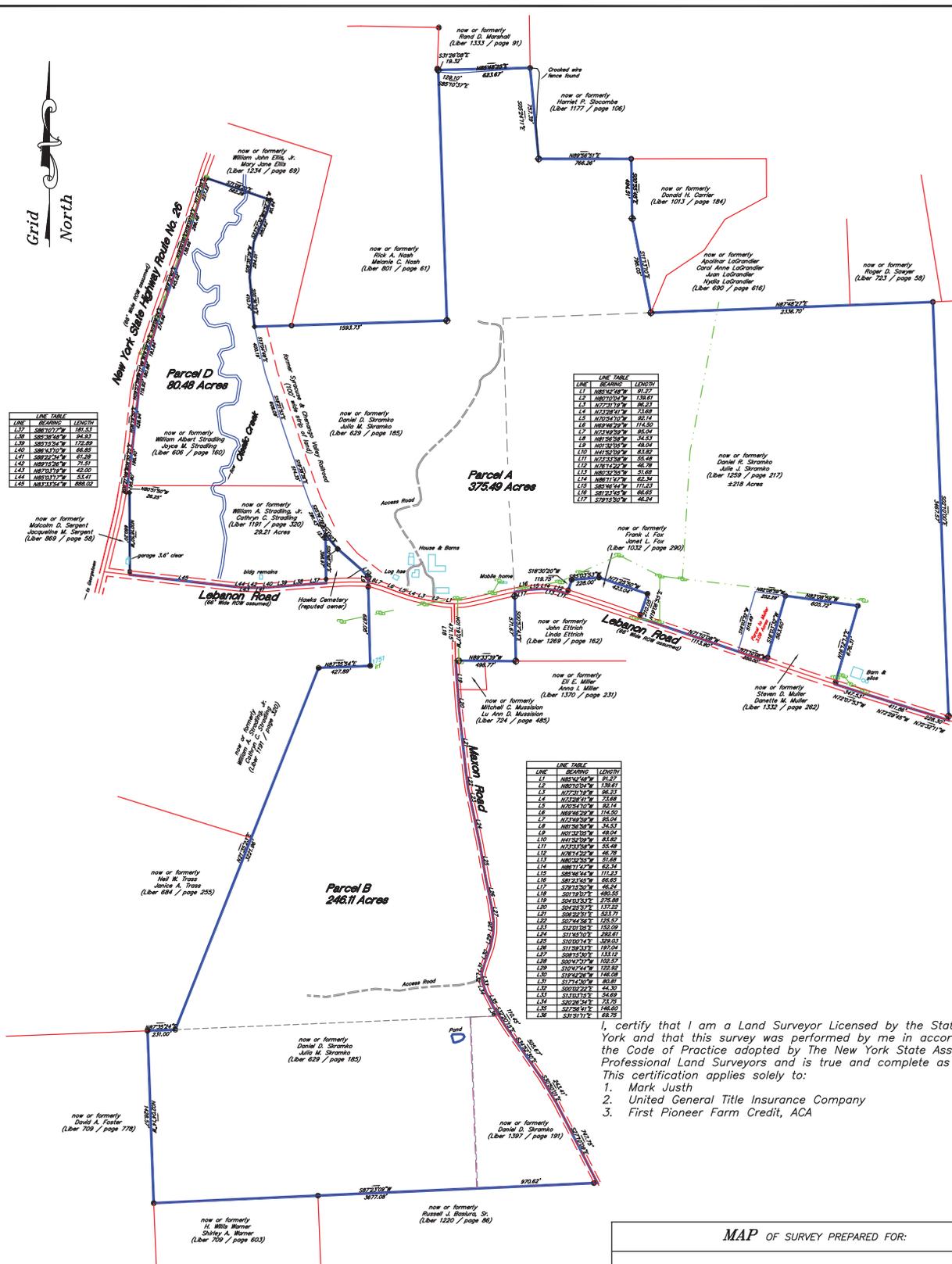
3215 Seneca Turnpike * Canastota, NY 13032 * (315) 697-9817 * (315) 697-8169 Fax
director@madisoncountyyida.com * www.madisoncountyyida.com



LINE	BEARING	LENGTH
L1	S89°57'37"	189.51
L2	S85°39'54"W	34.33
L3	S85°32'36"W	175.89
L4	S86°31'32"W	66.85
L5	S86°24'24"W	61.88
L6	S86°15'26"W	72.57
L7	S86°12'17"W	45.89
L8	S85°51'17"	55.17
L9	N87°14'54"W	888.02

LINE	BEARING	LENGTH
L1	N89°54'56"E	91.77
L2	N89°10'04"W	138.87
L3	N77°21'31"W	46.23
L4	N72°28'42"W	23.68
L5	N70°30'21"W	85.14
L6	N69°46'22"W	714.30
L7	N71°23'30"W	85.07
L8	N69°36'36"W	54.53
L9	N69°25'29"W	45.69
L10	N69°24'29"W	63.09
L11	N72°24'58"W	55.48
L12	N78°22'22"W	46.28
L13	N88°29'30"W	51.68
L14	N88°15'19"W	42.34
L15	S88°36'54"W	711.23
L16	S87°14'54"W	66.65
L17	S79°15'30"W	46.24

LINE	BEARING	LENGTH
L1	N89°54'56"E	91.77
L2	N89°10'04"W	138.87
L3	N77°21'31"W	46.23
L4	N72°28'42"W	23.68
L5	N70°30'21"W	85.14
L6	N69°46'22"W	714.30
L7	N71°23'30"W	85.07
L8	N69°36'36"W	54.53
L9	N69°25'29"W	45.69
L10	N69°24'29"W	63.09
L11	N72°24'58"W	55.48
L12	N78°22'22"W	46.28
L13	N88°29'30"W	51.68
L14	N88°15'19"W	42.34
L15	S88°36'54"W	711.23
L16	S87°14'54"W	66.65
L17	S79°15'30"W	46.24
L18	S89°15'30"W	466.50
L19	S89°15'30"W	275.88
L20	S89°28'37"E	127.82
L21	S88°22'12"E	158.97
L22	S87°34'58"E	128.57
L23	S87°02'12"E	155.09
L24	S71°45'10"E	280.87
L25	S70°03'12"E	124.13
L26	S71°38'21"E	122.04
L27	S70°03'12"E	124.13
L28	S70°03'12"E	122.04
L29	S70°03'12"E	122.04
L30	S71°14'20"W	80.87
L31	S89°22'12"E	44.30
L32	S73°11'12"E	54.89
L33	S73°11'12"E	72.79
L34	S72°36'31"E	148.89
L35	S73°11'12"E	68.29



Notes:

- Hereon shown Parcel D being a portion of the premises conveyed to William Albert Stradling and Joyce M. Stradling by deed dated April 15, 1963, and recorded in Liber 606 of Deeds at page 160, and also including a portion of the premises conveyed to William A. Stradling, Jr. and Cathryn C. Stradling by deed dated April 27, 2001, and recorded in Liber 1191 of Deeds at page 320.
- Only copies from the original of this survey marked with an original of the land surveyor's embossed seal shall be considered to be valid true copies.
- Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.

LEGEND

	CENTER OF ROAD
	RIGHT-OF-WAY BOUNDARY
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	EDGE OF BLDG. EAVES
	INTERIOR PROPERTY LINE
	SHORE/STREAM/DITCH
	FENCE LINE
	STONE WALL
	UTILITY LINE AND POLE
	FOUND IRON ROD
	FOUND IRON PIPE
	SET IRON ROD
(d)	DEED RECITAL
(m)	MEASURED
	CONCRETE HIGHWAY MONUMENT

I, certify that I am a Land Surveyor Licensed by the State of New York and that this survey was performed by me in accordance with the Code of Practice adopted by The New York State Association of Professional Land Surveyors and is true and complete as shown. This certification applies solely to:

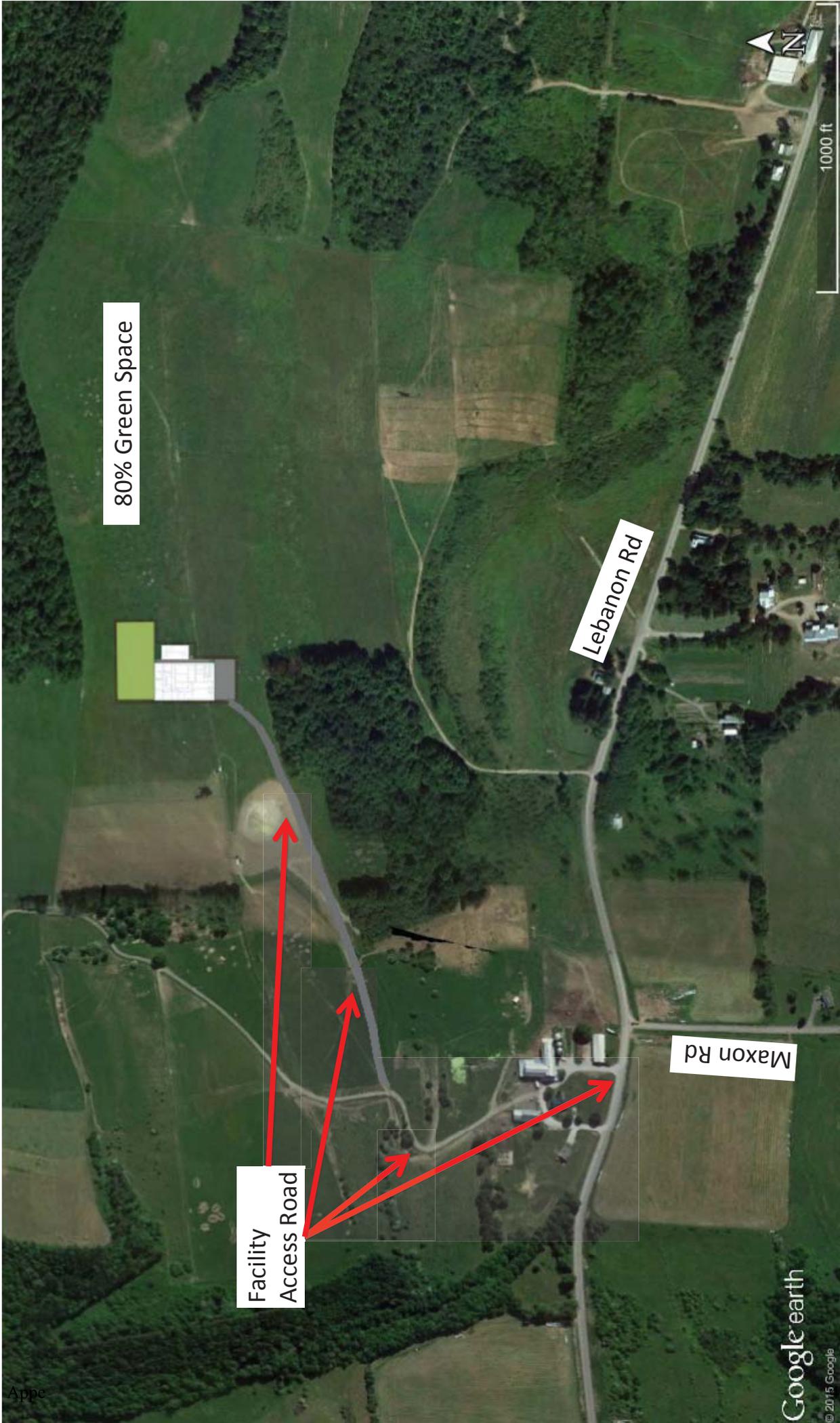
- Mark Justh
- United General Title Insurance Company
- First Pioneer Farm Credit, ACA

MAP OF SURVEY PREPARED FOR:

Mark Justh
Stradling property
 TOWN OF GEORGETOWN
 COUNTY OF MADISON
 STATE OF NEW YORK

SITUATE IN:
 DATE: 4/2008 SCALE: 1 inch = 800 feet
 TAX MAP ID #180.00-1-1 (part) FILE #08-009
 & 180.00-1-5 & 179.00-1-16 (part)

PREPARED BY:



80% Green Space

Lebanon Rd

Maxon Rd

Facility
Access Road

Google earth

© 2015 Google

1000 ft



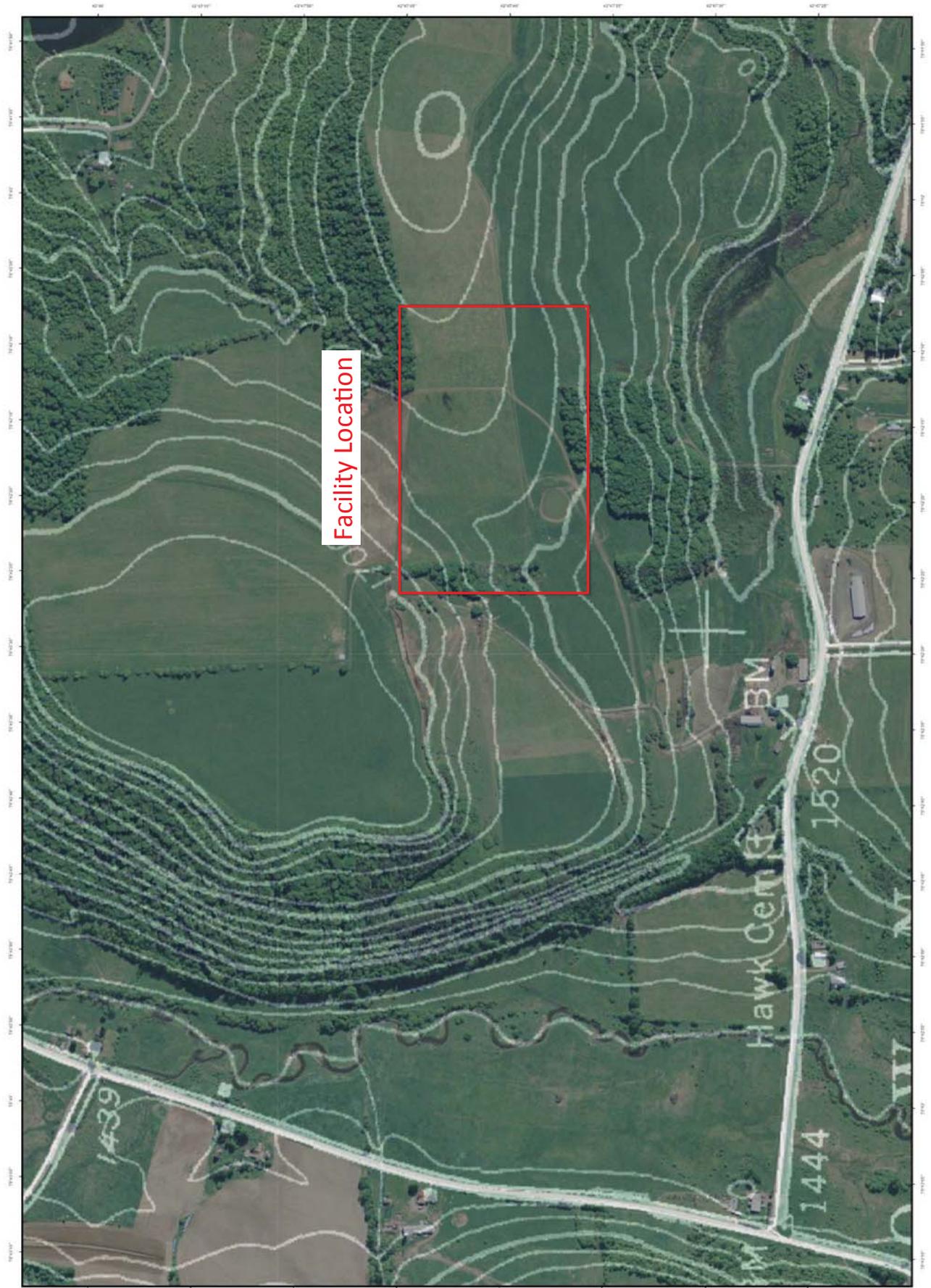
Accessibility Entrance/Exit



Fire Lane



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



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

VERIFICATION OF EXISTING CONDITIONS
 EFFORTS HAVE BEEN MADE TO VERIFY THE ACCURACY OF EXISTING CONDITIONS BUT CONSTRUCTIVE ENGINEERING SOLUTIONS (C.E.S.) CANNOT BE GUARANTEED. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS FOUND NO DISCREPANCIES. SHOULD ANY VARIATIONS BE DISCOVERED, PLEASE BRING THEM TO THE ATTENTION OF THE ENGINEER. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND ALL EFFORTS TO VERIFY THE ACCURACY OF THE EXISTING CONDITIONS AND ALL EFFORTS TO VERIFY THE ACCURACY OF THE EXISTING CONDITIONS SHALL BE MADE TO THE OWNER. THE ENGINEER SHALL BE RESPONSIBLE FOR ANY DISCREPANCIES IN CONTENT.

CODE ANALYSIS

- APPLICABLE CODES**
- 2010 NYS FIRE CODE (FC)
 - 2010 NYS EGRESS CODE (EC)
 - 2010 NYS MECHANICAL CODE (MC)
 - 2010 NYS FUEL GAS CODE (FG)
 - 2010 NYS ENERGY CODE (E)

BUILDING USE & OCCUPANCY TYPE
 F-1, MEDICAL, MARIJUANA PLANT HUSBANDRY PRIMARY USE (NO ASSEMBLY OCCUPANCY)
(from appropriate, listed use Occupancy Per section B502)

- OCCUPANCY GROUP**
- F-1 PRODUCTION AND MANUFACTURING (INCLUDING MARIJUANA EXTRACTION)
 - B OFFICE/GENERAL BUSINESS AREA

- TYPE OF CONSTRUCTION** (PER TABLE B-601)
- II NON-COMBUSTIBLE LOAD BEARING EXTERIOR WALLS (RATED PER TABLE B-602)
 - III NON-COMBUSTIBLE MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - IV MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - V CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - VI CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - VII CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - VIII CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - IX CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - X CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XI CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XII CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XIII CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XIV CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XV CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XVI CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XVII CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XVIII CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XIX CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XX CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XXI CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XXII CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XXIII CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XXIV CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XXV CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XXVI CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XXVII CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XXVIII CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XXIX CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)
 - XXX CONCRETE OR MASONRY EXTERIOR WALLS (RATED PER TABLE B-602)

SPRINKLER SYSTEM

FULLY SPANNERED FACILITY

FIRE RESISTANCE RATING REQUIREMENTS

- EXTERIOR BEARING WALLS: 0 HOUR
- NON-BEARING WALLS & PARTITIONS: 0 HOUR
- ROOF CONSTRUCTION: 0 HOUR
- ROOF JOISTS: 0 HOUR

FIRE RESISTANCE REQUIREMENTS

- XXS: 2-HOURS
- XXSS: 1-HOUR
- XXSSS: 0-HOUR

SEPARATION REQUIREMENTS

NO SEPARATION REQUIREMENTS (PER TABLE B-508-4)

ZONING

AGRICULTURAL

BUILDING AREA & HEIGHT

BUILDING AREA: 5,000 S.F.
 HEIGHT: 11.1 STORY

ALLOWABLE BUILDING HEIGHTS AND AREAS (PER TABLE 503)

GROUP F-1, TYPE III, SPRINKLERED: 4,500 S.F. & 10 STORES
 BUILDING AREA HEIGHT MODIFIC. ALLOWANCE REQUIRED

PARKING INFORMATION:

- 11 NO. OF REQUIRED PARKING SPOTS PROVIDED INCLUDING 1% ACCESSIBLE SPACE

BIKE PARKING:

NOT REQUIRED

PLUMBING FIXTURE ANALYSIS:

MINIMUM PLUMBING FIXTURES REQUIRED:

- 1 MALE WATER CLOSET
- 1 FEMALE WATER CLOSET
- 1 FEMALE LAVATORY
- 1 DRINKING FOUNTAIN

FIXTURES PROVIDED:

- 1 MALE WATER CLOSET
- 1 MALE LAVATORY
- 1 FEMALE WATER CLOSET
- 1 FEMALE LAVATORY
- 1 SERVICE SINK
- 1 DRINKING FOUNTAIN (DUAL HEIGHT ACCESSIBLE FOUNTAIN)

OCCUPANCY CALCULATIONS (Per Table 1004.1.1)

- M. MERCANTILE SALES, BASKET AND GRADE FLOOR: 30 GROSS
- N. OFFICE/GENERAL BUSINESS AREA: 100 GROSS
- O. OFFICE/GENERAL BUSINESS AREA ON OTHER FLOORS: 40 GROSS
- P. BUSINESS AREA: 100 GROSS
- Q. STORAGE: 100 GROSS
- R. GENERAL WAREHOUSE: 300 GROSS
- F-1. GENERAL PRODUCTION AREAS: 100 GROSS
- F-1. MECHANICAL EQUIPMENT ROOM/ACCESSORY STORAGE AREAS: 300 GROSS
- F-1. MECHANICAL EQUIPMENT ROOM/ACCESSORY STORAGE AREAS: 300 GROSS
- F-1. MECHANICAL EQUIPMENT ROOM/ACCESSORY STORAGE AREAS: 300 GROSS

OCCUPANCY GROUP (F-1)

PLANT HUSBANDRY (175+108+49+108+2541 X 1/1000)

MFG & PRODUCTION: 214+180+144+507+207+227+100

= 1179 (1/1768) = 117 PEOPLE

GROUP F-1: TOTAL 28-2 PEOPLE

OCCUPANCY GROUP (F-1) (Occupant/100 Square Feet)

GROUP B TOTAL 2-2 OCCUPANTS

TOTAL OCCUPANTS 26+2+2+28+4 OCCUPANTS = 29 OCCUPANTS

GROUP F-1 = 27 OCCUPANTS CONSISTING OF 14 MALE AND 14 FEMALE

GROUP B = 3 OCCUPANTS CONSISTING OF 2 MALE AND 2 FEMALE

EGRESS CALCULATIONS (Per Table 1009)

EGRESS DOOR WIDTH = 0.2 X 29 OCCUPANTS = 5.8 INCHES REQUIRED

108 INCHES OF EGRESS DOORS WITH 3 EGRESS EXITS ARE PROVIDED.

EXIT ACCESS TRAVEL DISTANCE (Table 1016.1)

108 FEET MAXIMUM TRAVEL DISTANCE (143 FEET COMPLIANT)

ACTUAL MAXIMUM EGRESS TRAVEL DISTANCE 143 FEET (COMPLIANT)



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

CONSTRUCTIVE ENGINEERING SOLUTIONS
 1231 8th Street, Golden, CO 80401
 Tel: 303-269-1575

Property Owner: _____
 Property Address: _____
 City/State/Zip: _____
 License Number: _____

THE MANUFACTURING FACILITY
 Property Address: 4327 Lebanon Rd.
 MINDFUL MEDICAL MARIJUANA
 Golden, NY

NORTH
 SCALE: 1/16" = 1'-0"

Date Prepared: 6/1/2015
 Review: _____
 Title: PEF3
A1.0
 COVER SHEET

MANUFACTURING FACILITY PHASE I PLAN SCALE: 1/16"=1'-0"

**CONSTRUCTIVE
ENGINEERING
SOLUTIONS**
1231 8th Street, Golden, CO 80401
Tel: 303-269-1575

Stamp

Property Owner:
Legal Description:
PIN:
Schedule Number:

THE MANUFACTURING FACILITY
Property Address:
437 Leckon Rd
MINDFUL MEDICAL
MARILUANA
GROW BUILDING
Eaton, NY

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

Date Prepared:
Drawn By:
Reviewed:
PAGE 5
A2.0
SITE PLAN

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

CONSTRUCTIVE ENGINEERING SOLUTIONS
 1231 8th Street, Golden, CO 80401
 Tel: 303-269-1575

Stamp

Property Owner:
 Legal Description:
 File:
 Schedule Number:

THE MANUFACTURING FACILITY
 Property Address:
 4337 Lebcorn Rd
 MINDFUL MEDICAL
 MARLIANA
 GROW BUILDING
 ECTON, NY

NORTH

 SCALE: 1/4" = 1' 0"

Date Prepared: 07/11/15
Revised:
3005
3005
A3.0
BUILDING PLAN

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

DOOR HARDWARE NOTES:
 ALL HARDWARE TO BE INSTALLED PER THE FOLLOWING:
 1. DOUBLE DOOR: INDIVIDUAL LOCKS, 20" MIN. WIDE
 2. PANIC HARDWARE: INSTALLED ON ALL 2 HR. METAL DOORS
 3. ELECTRONIC KEY INGRESS TO SECURE ACCESS ROOMS. (FREE EGRESS)
 HARDWARE ON INTERIOR DOORS

VERIFICATION OF EXISTING CONDITIONS
 EFFORTS HAVE BEEN MADE TO VERIFY THE ACCURACY OF EXISTING CONDITIONS BUT CONSTRUCTIVE ENGINEERING SOLUTIONS CANNOT BE GUARANTEED. THE DESIGNER ASSUMES NO LIABILITY FOR ANY VARIATIONS BEING DISCOVERED. PLEASE BRING THEM TO THE ATTENTION OF THE OWNER AND ALL EFFORTS WITH PRACTICITY SHALL BE MADE TO CORRECT THEM. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DISCREPANCIES IN CONTENT.

CODE ANALYSIS

- APPLICABLE CODES**
- 2010 NYS BUILDING CODE (B)
 - 2010 NYS PLUMBING CODE (P)
 - 2010 NYS FUEL GAS CODE (FG)
 - 2010 NYS ENERGY CODE (E)

BUILDING USE & OCCUPANCY TYPE

U - AGRICULTURAL GREENHOUSE FOR MEDICAL MARIJUANA CULTIVATION (Non-Separated, Mixed Use Occupancy Per Section 9.09(2.3))

OCCUPANCY GROUP

U - Agricultural Greenhouse for Medical Marijuana Cultivation

TYPE OF CONSTRUCTION (PER TABLE B.601)

- REINFORCED CONCRETE/FIBER
- 5" CONCRETE SLAB

SPRINKLER SYSTEM

FULLY SPRINKLERED FACILITY

FIRE RESISTANCE RATING REQUIREMENTS

INTERIOR BEARING WALLS: 0 HOUR
 FLOOR-BEARING WALLS & PARTITIONS: 0 HOUR
 ROOF CONSTRUCTION: 0 HOUR

FIRE RESISTANCE REQUIREMENTS

100'-0" TO 149'-0" HIGH: 1 HOUR
 150'-0" TO 199'-0" HIGH: 2 HOUR
 200'-0" TO 299'-0" HIGH: 3 HOUR

SEPARATION REQUIREMENTS

MINIMUM REQUIREMENTS (PER TABLE B.508.4)

TYPING

AGRICULTURAL

BUILDING AREA & HEIGHT

PROJECT SINGLE GREENHOUSE COMBINED TO FOR A GROSS FLOOR AREA OF 53,344.

HEIGHT: 20 FT. 1 STORY

ALLOWABLE BUILDING HEIGHTS AND AREAS (PER TABLE 503)

GROUP U, TYPE V-B = 5,500 S.F. / 11 STORIES
 BUILDING AREA REQUIRES AUTOMATIC SPRINKLER AREA INCREASE
 ALLOWABLE FRONTAGE INCREASE USING R_n = 2
 ALLOWABLE AREA IS 16,500 S.F.
 NO HEIGHT ADJUSTMENTS ARE REQUIRED

PARKING INFORMATION:

22 NEW PARKING SPOTS PROVIDED
 22 EXISTING SPOTS AVAILABLE

BIKE PARKING:

NOT REQUIRED

PLUMBING FIXTURE ANALYSIS:

MINIMUM PLUMBING FIXTURES NOT REQUIRED FOR U OCCUPANCY
 SINK AND FEMALE WATER CLOSET FLUSH VALVE AND DRINKING FOUNTAIN SERVICE SINK ARE ALL PROVIDED IN ADJACENT BUILDING.

OCCUPANCY CALCULATIONS (Per Table 1024.1.1)
 FLOOR ALLOWANCES PER OCCUPANT:
 M. MERCANTILE SALES, STORAGE/STOCK/SHIPPING AREAS: 300 GROSS
 N. BUSINESS AREAS, 100 AREAS
 S-1 STORAGE WAREHOUSE: 300 GROSS
 F-1 GENERAL PRODUCTION AREAS: 100 GROSS
 F-1 MARIJUANA PLANT/HUSBANDRY: 300 GROSS
 F-1 MITCHEN, COMMERCIAL: 200 GROSS
 U. AGRICULTURAL GROW: 300 GROSS

OCCUPANTS: GROUP U
 AGRICULTURAL PLANT HUSBANDRY: 23,344 X 1/200
 = 117 PEOPLE

TOTAL OCCUPANTS: 178 GROUP U OCCUPANTS CONSISTING OF 89 MEN AND 89 WOMEN

EGRESS CALCULATIONS (Per Table 1003)
 268 SQUARE FEET OF EGRESS ARE REQUIRED
 268 SQUARE FEET OF EGRESS ARE PROVIDED.

EXIT ACCESS TRAVEL DISTANCE (Per Table 1014.1)

OCCUPANCY U, WITH SPRINKLER SYSTEM: 400 FEET
 ACTUAL MAXIMUM EGRESS TRAVEL DISTANCE: 291 FEET (COMPLIANT)



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

CONSTRUCTIVE ENGINEERING SOLUTIONS
 1231 8th Street, Golden, CO 80401
 Tel: 303-269-1575

Property Owner:	
Legal Description:	
Lot/Block Number:	

THE MANUFACTURING FACILITY
 Property Address:
 4527 Lebonon Rd
 EDISON, NY
 MINDFUL MEDICAL MARIJUANA GREENHOUSE

NORTH
 SCALE: 1" = 40' 0"

Date Prepared: 6/1/2015
 Revised:
 TO: J&D
A1.0
 COVER SHEET

MANUFACTURING FACILITY PHASE II PLAN SCALE: 1"=40'0"

**CONSTRUCTIVE
ENGINEERING
SOLUTIONS**
1231 8th Street, Golden, CO 80401
Tel: 303-269-1575

Stamp

Property Owner:
Legal Description:
PIN:
Schedule Number:

THE MANUFACTURING FACILITY
Property Address:
437 Leckon Rd
MARIUANA
Eaton, NY
GREENHOUSE

NORTH
SCALE: 1" = 20' 0"

Date Prepared:
Drawn By:
Reviewed:
Page 5
A2.0
SITE PLAN

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

**CONSTRUCTIVE
ENGINEERING
SOLUTIONS**
1231 8th Street, Golden, CO 80401
Tel: 303-269-1575

Stamp

Property Owner:
Legal Description:
PIN:
Schedule Number:

THE MANUFACTURING FACILITY
Property Address:
4337 Leckon Rd
MARIUANA
MINDFUL MEDICAL
GREENHOUSE

SCALE: 1/16" = 1'-0"
NORTH

Date Prepared:
Drawn By:
Reviewed:
3/26/15
A3.0
GREENHOUSE PLAN

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

Appendix B

MiNDFUL MEDiCAL Dispensary Facility #1
315 Court Street, Binghamton, NY 13902



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:	Mindful Medical New York
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	Medical Marijuana Dispensary / Mercantile Group M
Building Construction Type and Classification:	TYPE III-B
Facility Address:	315 COURT STREET, BINGHAMTON NY 13904
Primary Contact Telephone number:	917 974 6492
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:	
Applicant shall identify planning requirements, including but not limited to:	
<input type="checkbox"/>	TOWN BOARD APPROVAL
<input checked="" type="checkbox"/>	PLANNING BOARD APPROVAL
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input checked="" type="checkbox"/>	BIDDING PHASE
<input checked="" type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input checked="" type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input checked="" type="checkbox"/>	COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

PART II – SITE PLAN(S)

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

- | | |
|--|---|
| <input type="checkbox"/> Entrance and Exits | <input type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input type="checkbox"/> Public Parking Spaces | <input type="checkbox"/> Percentage of Green Space |
| <input type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input type="checkbox"/> Accessible Parking Spaces | <input type="checkbox"/> Loading & Unloading |
| <input type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

- Energy Source:
- Natural Gas Oil Electric
- Solar Other _____
- Engineering Systems:
- Heating System: Type Gas, Size 350K BTU, Efficiency 80%,
Ventilation Requirements _____
- Cooling System: Type ELEC., Size 144 K BTU, Efficiency 13 SEER,
Ventilation Requirements _____
- Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____
Ventilation Requirements _____
- Electrical Distribution Available 380 Amps
- Water Supply: Municipal Water Service X or Private Well Water _____
- Sewage: Municipal Sewer System X or Private Septic System _____
- Emergency Power System:
Type _____, Size _____, Efficiency _____



Appendix B – Architectural Program

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



Appendix B – Architectural Program

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

<p>CODE COMPLIANCE REVIEW</p> <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.	Mercantile Group M (No Hazardous Material)	Mercantile Group M (No Hazardous Material)



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		NA
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		NA
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		NA
5	Building Area & Height	501-507		Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	2 Stories / 12,500 Sq Feet Per Table 503	Area: 9,750Square Feet Height: 19 Feet (1 Story) Area Modifications NR ⁺
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies 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
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).	No Separation Required (Table 508.4)	
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.		TYPE III-B
11	Fire Resistance Rating Reqmt 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).	2 Hours	2 Hours
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	X<5 Ft : 2 Hour 5<X<10 : 1 Hour	2 Hours
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NR	NR
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NR	NR
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NR	NR
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR



Appendix B – Architectural Program

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



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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.		
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.		
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans		
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.		



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



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).		
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.		NA
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.		
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.		
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.		
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.		



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.		
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.		
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).		
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	NA
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NR	NR



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).		SEE CODE ANALYSIS A 1.0
48	Available Street Water Pressure			Provide the available street or well water pressure.		60 psi
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.		

MiNDFUL MEDiCAL Dispensary Facility #1 – 315 Court Street, Binghamton, NY 13904

Mindful Medical NY has secured space within an existing industrial section of Broome County, zoned for commercial use. Located at 315 Court Street Binghamton, New York 13904. Binghamton is largest city, and the county seat of Broome County, home to a population of over 200,600 residents. Total population of the city of Binghamton is 47,400.

The well maintained one story warehouse building has a newly renovated front and one oversized drive in door in the rear. The location offers about 21 parking spaces in the rear and on the side of the building as well as a fenced storage area. Additional details include gas heat with oversized electrical panel, gas hot water heater, concrete floor, display window and sidewalks.

Built in 1977, this industrial warehouse provides available space of 10,000 square feet and a 17 feet high ceiling. The building has easy access to all major highways, I-81, I-86, I-88, RTE 17, RTE 11. The property is located on the Corner of Upper Front Street and Alice Street.

The property complies fully with all of the mandatory criteria dictated by the Department. A review of the immediate neighborhood indicates that there are no schools, churches, synagogues or other places of worship within one thousand feet of the facility.

Internet access is available to the facility.

Construction Plan

Mindful Medical NY has designed construction renovations for the facility that will meets its dispensing needs. General construction will include plumbing and electrical.

The applicant will retrofit the facility to meet all applicable rules and regulation and anticipates a 120 day renovation period.

Architectural Program and Construction Timeline

Mindful Medical NY will apply for Planning Board approval and prepare all construction documents, including Building Permit. The Applicant will initiate the bidding phase and contract award phase for each applicable contractor.

Energy Sources and Engineering Systems

Mindful Medical NY will utilize Natural Gas and electric energy sources for clean, highly efficient forms of energy for engineering systems. The gas powered heating system will operate at 350K BTU with 80% efficiency. The electric powered cooling system will operate at 144K BTU with 13 SEER. Electrical distribution is available to 380 Amps.

Water supply is provided through the Municipal Water Service. Sewage is transported through the Municipal Sewer System.

Code Compliance

The Applicant will obtain all applicable Building Code Compliance, including:

2010 Building Code of NYS

2010 Fire Code of NYS

2010 Plumbing Code of NYS

2010 Mechanical Code of NYS

2010 Fuel Gas Code of NYS

2010 Energy Conservation Construction Code of NYS

2010 Existing Building Code of NYS

Security Measures

The property's security plan will ensure the safety and security of the facility at all times. Entry is restricted using electrified door hardware which must be activated via card/ fob reader. The staff will use microphones and security cameras to interface within the facility, with a panic button in case of emergency.



Michael J. Castellana
President & CEO

June 3, 2015

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

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

Mail: SEFCU @ Patroon Creek
Patroon Creek Corporate Center
700 Patroon Creek Blvd.
Albany, NY 12206-1067

Telephone: 518-464-5218

Web: www.sefcu.com

Re: Letter of Support for Mindful

Dear Commissioner Zucker:

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

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

I was recently introduced to Mindful, a medical marijuana company with locations in both Colorado and Illinois (one of the most highly regulated medical cannabis jurisdictions in the country). Mindful is planning to submit an application with the Department of Health for a coveted license to become a Registered Organization. Further, we have done preliminary customer due diligence on the company. Established in 2009, Mindful has earned the status of reputable partner in both states' efforts to make medical marijuana available to qualified patients in need. Mindful is now eager to bring such expertise to New York State and has recently contacted SEFCU, an award winning financial institution, to form a banking relationship.

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

Thank you.

Very truly yours,

A handwritten signature in blue ink, consisting of several loops and flourishes, positioned above the printed name.

Michael Castellana
President and CEO

Front of Building:



Side of Building:



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

VERIFICATION OF EXISTING CONDITIONS
 EFFORTS HAVE BEEN MADE TO VERIFY THE ACCURACY OF EXISTING CONDITIONS. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF ALL CONDITIONS DESCRIBED DURING CONSTRUCTION. THE ENGINEER HAS CONDUCTED VISUAL VERIFICATION OF ALL CONDITIONS DESCRIBED DURING CONSTRUCTION. THE ENGINEER HAS CONDUCTED VISUAL VERIFICATION OF ALL CONDITIONS DESCRIBED DURING CONSTRUCTION. THE ENGINEER HAS CONDUCTED VISUAL VERIFICATION OF ALL CONDITIONS DESCRIBED DURING CONSTRUCTION.

CODE ANALYSIS

- APPLICABLE CODES**
- 2010 NYS FIRE CODE (FC)
 - 2010 NYS ERE CODE (E)
 - 2010 NYS MECHANICAL CODE (M)
 - 2010 NYS FUEL GAS CODE (FG)
 - 2010 NYS ENERGY CODE (E)

BUILDING USE & OCCUPANCY TYPE

MARJ-1 MEDICAL MARIJUANA SALES PRIMARY USE (NO ASSEMBLY OCCUPANCY)
 (Non-separated, Mixed Use Occupancy Per Section 508.3)

OCCUPANCY GROUP

- A - OFFICE/GENERAL BUSINESS AREA
- B - OFFICE/GENERAL BUSINESS AREA
- S-1 - HIGH BAY INDUSTRIAL STORAGE

TYPE OF CONSTRUCTION (PER TABLE B-601)

- NON-COMBUSTIBLE MASONRY EXTERIOR WALLS (2 HOUR)
- METAL STUD INTERIOR NON-BEARING PARTITION WALLS, 5/8 TYPE X DRYWALL
- 5" CONCRETE SLAB

SPRINKLER SYSTEM

NON-SPRINKLERED FACILITY

FIRE-RESISTANCE RATING REQUIREMENTS

- INTERIOR BEARING WALLS: 1 HOUR
- INTERIOR PARTITION WALLS: 1 HOUR
- FLOOR CONSTRUCTION: 0 HOUR
- ROOF CONSTRUCTION: 0 HOUR

FIRE-RESISTANCE REQUIREMENTS

- 100-KC0 - 1 HOUR
- 100-KC0 - 1 HOUR

DOOR REQUIREMENTS

NO SEPARATION REQUIREMENTS (PER TABLE B-508.4)

TYPING

INDUSTRIAL

BUILDING AREA & HEIGHT

HEIGHT: 11 FT. 3 STORY

ALLOWABLE BUILDING HEIGHTS AND AREAS (PER TABLE 503)

GROUP M = 12,000 SF, /2 STORES (M IS PRIMARY USE)

BUILDING AREA/HEIGHT MODIFICATIONS NOT REQUIRED

PARKING INFORMATION:

2 TOTAL PRIVATE PARKING SPACES PROVIDED
 2 TOTAL AVAILABLE ACCESSIBLE SPACES

BIKE PARKING:

2 BIKE PARKING SPACES PROVIDED

PLUMBING FIXTURE ANALYSIS:

MINIMUM PLUMBING FIXTURES REQUIRED:

- 1 MALE WATER CLOSET
- 1 FEMALE WATER CLOSET
- 1 SERVICE SINK
- 1 DRINKING FOUNTAIN

FIXTURES PROVIDED:

- 2 MALE WATER CLOSET
- 2 MALE LAVATORY
- 2 FEMALE LAVATORY
- 1 DRINKING FOUNTAIN (DUAL HEIGHT ACCESSIBLE FOUNTAIN)

OCCUPANCY CALCULATIONS (Per Table 1004.1.1)

FLOOR AREA AVAILABLE FOR OCCUPANCY = 100,000 SF
 IN WAREHOUSE SALES (GROUP M) AND GRADE FLOOR = 300 GROSS
 STORAGE/STOCK/SHIPPING AREAS = 300 GROSS

BUSINESS AREAS: 100 GROSS

- F-1 CHURCH
- F-1 CHURCH WAREHOUSE: 300 GROSS
- F-1 MARJUANNA PLANT HUSBANDRY: 300 GROSS
- F-1 MECHANICAL EQUIPMENT ROOM/ACCESSORY STORAGE AREAS: 300 GROSS
- F-1 KITCHEN, COMMERCIAL: 200 GROSS

OCCUPANCY GROUP M:

MEDICAL MARIJUANA SALES AREA: 200 x 200 = 40,000 S.F. X 1.20 = 48,000 PEOPLE
 STORAGE/STOCK AREAS: 140 x 17000 = 1.5

GROUP M TOTAL: 83 PEOPLE

OCCUPANCY GROUP B (1 Occupant/100 Square Feet)
 OFFICE: 400 x 300 = 600 S.F. X 1.7/1000 = 6.8 OCCUPANTS

GROUP B TOTAL: 6.8 OCCUPANTS

OCCUPANCY GROUP S-1:

STORAGE AREAS: 400 x 1189 = 236 S.F. X 1.000 = 19.5 OCCUPANTS

TOTAL OCCUPANTS = 83 + 6.8 + 19.5 = 109.3 OCCUPANTS ≈ 110 OCCUPANTS

GROUP M = 83 OCCUPANTS CONSISTING OF 42 MALE AND 42 FEMALE
 GROUP B = 6.8 OCCUPANTS CONSISTING OF 3.4 MALE AND 3.4 FEMALE
 GROUP S-1 = 19.5 OCCUPANTS CONSISTING OF 10 MALE AND 10 FEMALE OCCUPANTS

EGRESS CALCULATION (Per Table 1005)

EGRESS WIDTH: 0.2 x 110 OCCUPANTS = 22.0 INCHES REQUIRED
 148 INCHES OF EGRESS EXITS WITH 3 EGRESS EXITS ARE PROVIDED.

EXIT ACCESS TRAVEL DISTANCE (Per Table 1005.1)

EXIT ACCESS TRAVEL DISTANCE WITHOUT SPRINKLER SYSTEM: 200 FEET
 ACTUAL MAXIMUM EGRESS TRAVEL DISTANCE: 86 FEET (COMPLIANT)

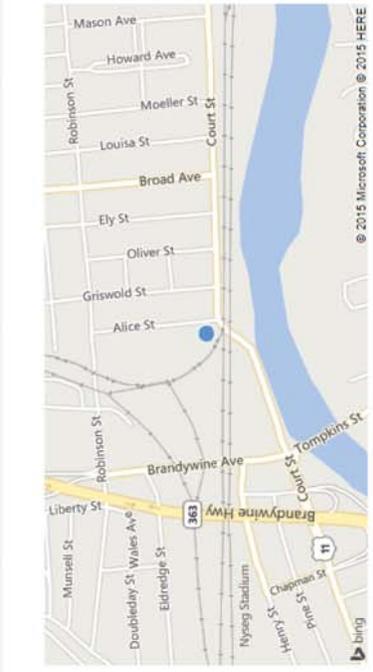
CONSTRUCTIVE ENGINEERING SOLUTIONS
 1231 8th Street, Golden, CO 80401
 Tel: 303-269-1575

Property Owner:
 Logo Description:
 License Number:

DISPENSING FACILITY
 MINDFUL MEDICAL
 MARIJUANA
 BINGHAMTON
 Property Address:
 315 Court Street
 Binghamton, NY
 13904

NORTH
 SCALE: 1/32" = 1'-0"

Date Prepared:
 6/17/15
 Revised:
 7/15/15
 TITLE:
 A1.0
 COVER SHEET



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

CONSTRUCTIVE ENGINEERING SOLUTIONS
1231 8th Street, Golden, CO 80401
Tel: 303-269-1575

Stamp

Property Owner:
Legal Description:
PIN:
Schedule Number:

DISPENSING FACILITY
MINDFUL MEDICAL MARIJUANA
BINGHAMTON
Property Address:
315 Court Street
Binghamton NY
13904

NORTH
SCALE: 1/16" = 1'-0"

Date Prepared: 07/15/18
Revised: 08/05/18
Page 5
A2.0
SITE PLAN

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

DISPENSING FACILITY SITE PLAN SCALE: 1/16" = 1'-0"
NORTH

CONSTRUCTIVE ENGINEERING SOLUTIONS
1231 8th Street, Golden, CO 80401
Tel: 303-269-1575

Stamp

Property Owner:
Legal Description:
PIN:
Schedule Number:

DISPENSING FACILITY
MINDFUL MEDICAL MARIJUANA BINGHAMTON
Property Address:
315 Court Street
Binghamton NY
13904

NORTH
SCALE: 3/16" = 1'-0"

Date Prepared: 07/11/18
Revised:
PAGE 5
A3.0
BUILDING PLAN

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

Appendix B

MiNDFUL MEDiCAL Dispensary Facility #2

392 Pearl Street, Buffalo, NY 14202



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:	Mindful Medical New York
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	Medical Marijuana Dispensary / Mercantile Group M
Building Construction Type and Classification:	TYPE II-A
Facility Address:	392 PEARL STREET SUITE 100, BUFFALO NY, 14202
Primary Contact Telephone number:	917 974 6492
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:	
Applicant shall identify planning requirements, including but not limited to:	
<input type="checkbox"/>	TOWN BOARD APPROVAL
<input checked="" type="checkbox"/>	PLANNING BOARD APPROVAL
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input checked="" type="checkbox"/>	BIDDING PHASE
<input checked="" type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input checked="" type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input checked="" type="checkbox"/>	COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

PART II – SITE PLAN(S)

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

- | | |
|--|---|
| <input type="checkbox"/> Entrance and Exits | <input type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input type="checkbox"/> Public Parking Spaces | <input type="checkbox"/> Percentage of Green Space |
| <input type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input type="checkbox"/> Accessible Parking Spaces | <input type="checkbox"/> Loading & Unloading |
| <input type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

- Energy Source:
- Natural Gas Oil Electric
- Solar Other _____
- Engineering Systems:
- Heating System: Type Gas, Size 88K BTU Efficiency 80%,
- Ventilation Requirements _____
- Cooling System: Type ELEC., Size 68 K BTU Efficiency 13 SEER,
- Ventilation Requirements _____
- Ventilation & Humidification Systems:
- Type _____, Size _____, Efficiency _____,
- Ventilation Requirements _____
- Electrical Distribution Available 100 Amps
- Water Supply: Municipal Water Service X or Private Well Water _____
- Sewage: Municipal Sewer System X or Private Septic System _____
- Emergency Power System:
- Type _____, Size _____, Efficiency _____,



Appendix B – Architectural Program

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



Appendix B – Architectural Program

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

<p>CODE COMPLIANCE REVIEW</p> <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.	Mercantile Group M (No Hazardous Material)	Mercantile Group M (No Hazardous Material)



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		NA
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		NA
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		NA
5	Building Area & Height	501-507		Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).		
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies 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
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).	No Separation Required (Table 508.4)	
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.		TYPE II-A
11	Fire Resistance Rating Reqmt 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).	2 Hours	2 Hours
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	X<5 Ft : 2 Hour 5<X<10 : 1 Hour	2 Hours
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NR	NR
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NR	NR
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NR	NR
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR



Appendix B – Architectural Program

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



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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.		
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.		
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans		
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.		



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



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).		
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.		NA
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.		
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.		
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.		
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.		



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.		
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.		
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).		
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	NA
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NR	NR



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).		SEE CODE ANALYSIS A 1.0
48	Available Street Water Pressure			Provide the available street or well water pressure.		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.		

Water supply is provided through the Municipal Water Service. Sewage is transported through the Municipal Sewer System.

Code Compliance

The Applicant will obtain all applicable Building Code Compliance, including:

2010 Building Code of NYS

2010 Fire Code of NYS

2010 Plumbing Code of NYS

2010 Mechanical Code of NYS

2010 Fuel Gas Code of NYS

2010 Property Maintenance Code of NYS

2010 Energy Conservation Construction Code of NYS

2010 Existing Building Code of NYS

2014 NY City Construction Code

NFPA 101-06 Life Safety Code

Security Measures

The property's security plan will ensure the safety and security of the facility at all times. Entry is restricted using electrified door hardware which must be activated via card/ fob reader. The staff will use microphones and security cameras to interface within the facility, with a panic button in case of emergency.

MiNDFUL MEDiCAL Dispensary Facility #2 - 392 Pearl Street, Buffalo, NY 14202

Mindful Medical NY has secured a retail office space within an existing retail district, located at 392 Pearl Street, Buffalo, NY 14202. Buffalo is the seat of Erie County, home to a population of over 900,000 residents.

The property is a four story multi-tenant commercial office and retail facility, with the proposed dispensary on the first floor, known as Suite 101. The four story, Class A Office Building boasts a renovated atrium, with a comfortable and pleasing entranceway. The retail space is 3,271 square feet, with a maximum occupancy of 54 people.

The property is situated within the “DO” Downtown Opportunity District, according to the zoning codes of the City of Buffalo. The use of this property as first floor retail with offices is permitted in the district.

A public parking lot is situated next to the dispensary. Parking rates are \$2.00 an hour, the Applicant will compensate for patient’s parking for one hour. The property is in walking distance to public transportation, with the subway located one block east.

The property complies fully with all of the mandatory criteria dictated by the Department. A review of the immediate neighborhood indicates that there are no schools, churches, synagogues or other places of worship within one thousand feet of the facility.

Internet access is available to the facility.

Construction Plan

Mindful Medical NY has designed construction renovations for the facility that will meet its dispensing needs.

The site will undergo a full renovation to the existing 3271 square foot space in order to accommodate the new facilities. The dispensing facility will include an 830 square foot patient waiting and sales area, a 440 square foot product storage area, as well as a secure check in area, security offices, and the remaining areas as employee break rooms and restrooms.

Architectural Program and Construction Timeline

Mindful Medical NY will apply for Planning Board approval and prepare all construction documents, including Building Permits. The Applicant will initiate the bidding phase and contract award phase for each applicable contractor.

Energy Sources and Engineering Systems

Mindful Medical NY will utilize Natural Gas energy sources for a clean, highly efficient form of energy for engineering systems. The gas powered heating system will operate at 88K BTU with 80% efficiency. The electric powered cooling system will operate at 68K BTU with 13 SEER. Electrical distribution is available to 100 Amps.

Water supply is provided through the Municipal Water Service. Sewage is transported through the Municipal Sewer System.

Code Compliance

The Applicant will obtain all applicable Building Code Compliance, including:

2010 Building Code of NYS

2010 Fire Code of NYS

2010 Plumbing Code of NYS

2010 Mechanical Code of NYS

2010 Fuel Gas Code of NYS

2010 Property Maintenance Code of NYS

2010 Energy Conservation Construction Code of NYS

2010 Existing Building Code of NYS

2014 NY City Construction Code

NFPA 101-06 Life Safety Code

Security Measures

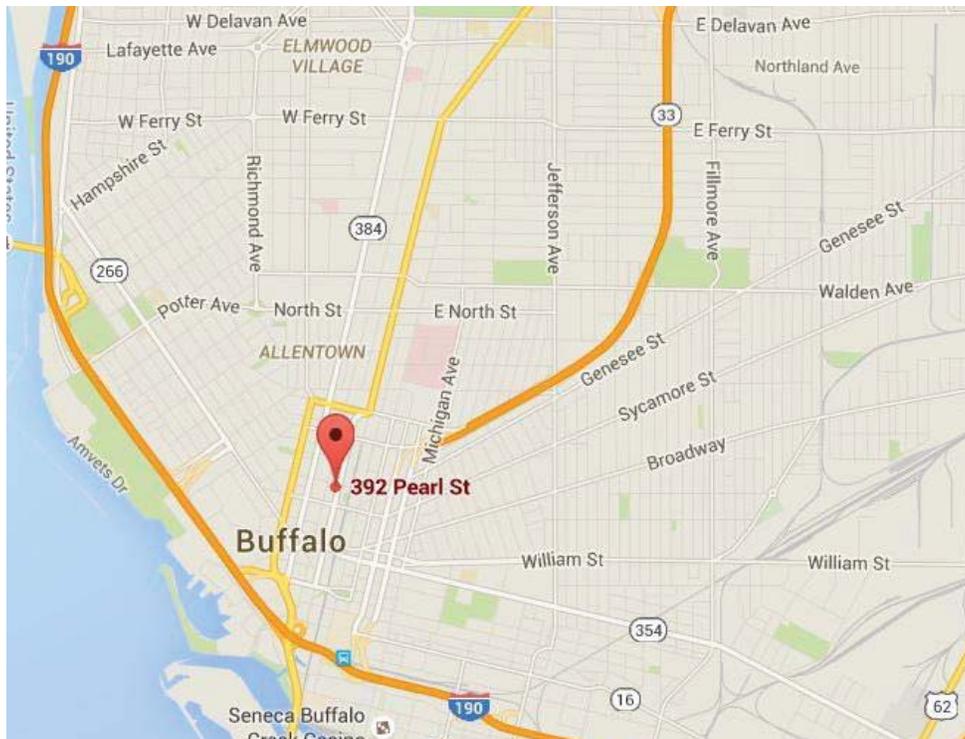
The property's security plan will ensure the safety and security of the facility at all times. Entry is restricted using electrified door hardware which must be activated via card/ fob reader. The staff will use microphones and security cameras to interface within the facility, with a panic button in case of emergency.

Front of Building

Front of Building



Street Map



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

Proposed Facility Layout :

<p>CONSTRUCTIVE ENGINEERING SOLUTIONS</p> <p>1231 8th Street, Golden, CO 80401 Tel: 303-269-1575</p>	<p>Stamp</p>	<p>Property Owner: _____ Legal Description: _____ PIN: _____ Schedule Number: _____</p>	<p>DISPENSING FACILITY</p> <p>MINDFUL MEDICAL MARIJUANA BUFFALO Property Address: 392 Peach Street Suite 100 Buffalo, NY 14202</p>	<p>SCALE: 1/8" = 1' 0"</p> <p>NORTH</p>	<table border="1"> <tr> <td>Date Prepared: 07/11/15</td> </tr> <tr> <td>Revised: _____</td> </tr> <tr> <td>3015</td> </tr> <tr> <td>A2.0</td> </tr> <tr> <td>SITE PLAN</td> </tr> </table>	Date Prepared: 07/11/15	Revised: _____	3015	A2.0	SITE PLAN
Date Prepared: 07/11/15										
Revised: _____										
3015										
A2.0										
SITE PLAN										

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

CONSTRUCTIVE ENGINEERING SOLUTIONS
1231 8th Street, Golden, CO 80401
Tel: 303-269-1575

Stamp

Property Owner:
Legal Description:
PIN:
Schedule Number:

DISPENSING FACILITY
MINDFUL MEDICAL MARIJUANA
BUFFALO
Property Address:
392 Peach Street
Suite 100
Buffalo, NY 14202

NORTH
SCALE: 3/8" = 1'-0"

Date Prepared:
Drawn By:
Reviewed:
3/28/15
A3.0
BUILDING PLAN

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

Appendix B

MiNDFUL MEDiCAL Dispensary Facility #3

60 Fullerton Ave, Yonkers, NY 10704



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:	Mindful Medical New York
Facility Type:	<input type="checkbox"/> Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/> Dispensing Facility
Use and Occupancy Classification:	Medical Marijuana Dispensary / Mercantile Group M
Building Construction Type and Classification:	TYPE II-B
Facility Address:	60 Fullerton Ave. Yonkers, NY 10704
Primary Contact Telephone number:	917 974 6492
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE: Applicant shall identify planning requirements, including but not limited to:	
<input type="checkbox"/>	TOWN BOARD APPROVAL
<input checked="" type="checkbox"/>	PLANNING BOARD APPROVAL
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input checked="" type="checkbox"/>	BIDDING PHASE
<input checked="" type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input checked="" type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input checked="" type="checkbox"/>	COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

PART II – SITE PLAN(S)

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

- | | |
|--|---|
| <input type="checkbox"/> Entrance and Exits
<input type="checkbox"/> Public Parking Spaces
<input type="checkbox"/> Staff Parking Spaces
<input type="checkbox"/> Accessible Parking Spaces
<input type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> Fire Lane and/or Fire Apparatus Road
<input type="checkbox"/> Percentage of Green Space
<input type="checkbox"/> Location of Emergency Power Systems
<input type="checkbox"/> Loading & Unloading
<input type="checkbox"/> Security Gates & Fences |
|--|---|

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

- Energy Source:
 Natural Gas Oil Electric
 Solar Other _____
- Engineering Systems:
 Heating System: Type Gas, Size 160K BTU, Efficiency 80%,
 Ventilation Requirements _____
 Cooling System: Type ELEC., Size 88K BTU, Efficiency 13 SEER,
 Ventilation Requirements _____
 Ventilation & Humidification Systems:
 Type _____, Size _____, Efficiency _____,
 Ventilation Requirements _____
 Electrical Distribution Available 200 Amps
 Water Supply: Municipal Water Service X or Private Well Water _____
 Sewage: Municipal Sewer System X or Private Septic System _____
 Emergency Power System:
 Type _____, Size _____, Efficiency _____



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)	
CHECK ALL APPLICABLE CODES FOR THE FACILITY	
<input type="checkbox"/>	2010 BUILDING CODE OF NYS
<input type="checkbox"/>	2010 FIRE CODE OF NYS
<input type="checkbox"/>	2010 PLUMBING CODE OF NYS
<input type="checkbox"/>	2010 MECHANICAL CODE OF NYS
<input type="checkbox"/>	2010 FUEL GAS CODE OF NYS
<input type="checkbox"/>	2010 PROPERTY MAINTENANCE CODE OF NYS
<input type="checkbox"/>	2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input type="checkbox"/>	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
<input type="checkbox"/>	2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	1968 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	NFPA 101-06 LIFE SAFETY CODE
<input type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input checked="" type="checkbox"/>	OTHER YONKERS BUILDING & ELECTRIC CODES, CHAP 56 YONKERS PLUMBING CODES, FIRE CODE, CHAP 57, 58, 59



Appendix B – Architectural Program

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

<p>CODE COMPLIANCE REVIEW</p> <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.	Mercantile Group M (No Hazardous Material)	Mercantile Group M (No Hazardous Material)



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		NA
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		NA
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		NA
5	Building Area & Height	501-507		Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).		
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies 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
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).	No Separation Required (Table 508.4)	
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.		TYPE II-B
11	Fire Resistance Rating Reqmt 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).	2 Hours	2 Hours
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	X<5 Ft : 2 Hour 5<X<10 : 1 Hour	2 Hours
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NR	NR
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NR	NR
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NR	NR
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR



Appendix B – Architectural Program

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



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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.		
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.		
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans		
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.		



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



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).		
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.		NA
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.		
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.		
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.		
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.		



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.		
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.		
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).		
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	NA
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NR	NR



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).		SEE CODE ANALYSIS A 1.0
48	Available Street Water Pressure			Provide the available street or well water pressure.		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.		

MiNDFUL MEDiCAL Dispensary Facility #2 – 60 Fullerton Ave, Yonkers, NY 10704

Mindful Medical NY has secured warehouse space within a retail facility at 60 Fullerton Ave, in the Dunwoodie area of Yonkers, NY 10704, an area zoned for general business and industrial use. With almost 200,000 people living within its borders, Yonkers is Westchester County's largest city, and the fourth most populous city in the state, trailing only New York City, Rochester, and Buffalo. Westchester has over 973,000 residents living in the County.

The two story multi-tenant commercial office has a private parking lot that will accommodate 10 vehicles. A parking lot across the street has 50 spaces with 20 spots to be reserved for applicant's clients. Accessible side street parking is also available.

Mindful Medical NY has signed a lease agreement with Hampshire Management Company, the owner of the facility, securing 8,500 square feet of this commercial facility for medical marijuana dispensing upon licensing. The structure is 51,200 square feet in total, and of warehouse design.

The facility is located on Fullerton Avenue off of Midland Avenue, an east/west street which traverses through East Yonkers, The property is just west of the New York State Thruway and just north of the Cross County Parkway providing excellent access by road. It is near public transportation, approximately one mile from the Fleetwood Station on the Metro North Harlem Line.

The property complies fully with all of the mandatory criteria dictated by the Department. A review of the immediate neighborhood indicates that there are no schools, churches, synagogues or other places of worship within one thousand feet of the facility.

Verizon FIOS Internet service is readily available in the area.

Construction Plan

The Applicant has designed construction renovations for the facility that will meet its dispensing needs.

The applicant will provide general construction including mechanical, plumbing, and electrical work to meet all applicable rules and regulation and anticipates a 120 day renovation period.

Architectural Program and Construction Timeline

The Applicant will apply for Planning Board approval and prepare all construction documents, including Building Permit. The Applicant will initiate the bidding phase and contract award phase for each applicable contractor.

Energy Sources and Engineering Systems

The Applicant will utilize Natural Gas and Electric energy sources for clean, highly efficient forms of energy for engineering systems. The gas powered heating system will operate at 160K BTU with 80% efficiency. The electric powered cooling system will operate at 88K BTU with 13 SEER. Electrical distribution is available to 200 Amps.

Water supply is provided through the Municipal Water Service. Sewage is transported through the Municipal Sewer System.

Code Compliance

The Applicant will obtain all applicable Building Code Compliance, including:

Yonkers Building & Electric Codes, Chap 56

Yonkers Plumbing Codes, Fire Code, Chap 57, 58, 59

Security Measures

The property's security plan will ensure the safety and security of the facility at all times. Entry is restricted using electrified door hardware which must be activated via card/ fob reader. The staff will use microphones and security cameras to interface within the facility, with a panic button in case of emergency.



OFFICE OF THE MAYOR
MIKE SPANO

May 26, 2015

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

Dear Commissioner Zucker:

Please accept this letter as my full support of MiNDFUL Medical New York's application to open and operate a medical marijuana dispensary in the City of Yonkers.

The City is ready for a dispensary and is actively working with MiNDFUL Medical New York to find a suitable location within Yonkers. I believe that establishing this company's operation in Yonkers will advance Governor Cuomo's goal of implementing a comprehensive, safe and effective medical marijuana program that meets the needs of New Yorkers with serious conditions, while simultaneously protecting public health and safety, and growing our economy.

As you review applications for the establishment of medical marijuana dispensaries in New York State, your consideration of MiNDFUL Medical New York is greatly appreciated. Please do not hesitate to contact my office if I may be of any further assistance.

Sincerely,

MIKE SPANO
Mayor

MIKE SPANO
MAYOR

WILSON KIMBALL
COMMISSIONER



87 NEPPERHAN AVENUE, SUITE 307
YONKERS, NY 10701

T (914) 377-6150
F (914) 377-6003

DEPARTMENT OF PLANNING AND DEVELOPMENT
CITY OF YONKERS

May 29, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To whom it may concern:

This letter affirms that *60 Fullerton Avenue, Yonkers, NY 10704* is located in an I Zone and that zoning is permissible for a medical marijuana dispensary as a wholesale distribution. The building is as-of-right and as such would not require any City board or planning board approvals.

Sincerely,

A handwritten signature in blue ink that reads "Wilson Kimball".

Wilson Kimball

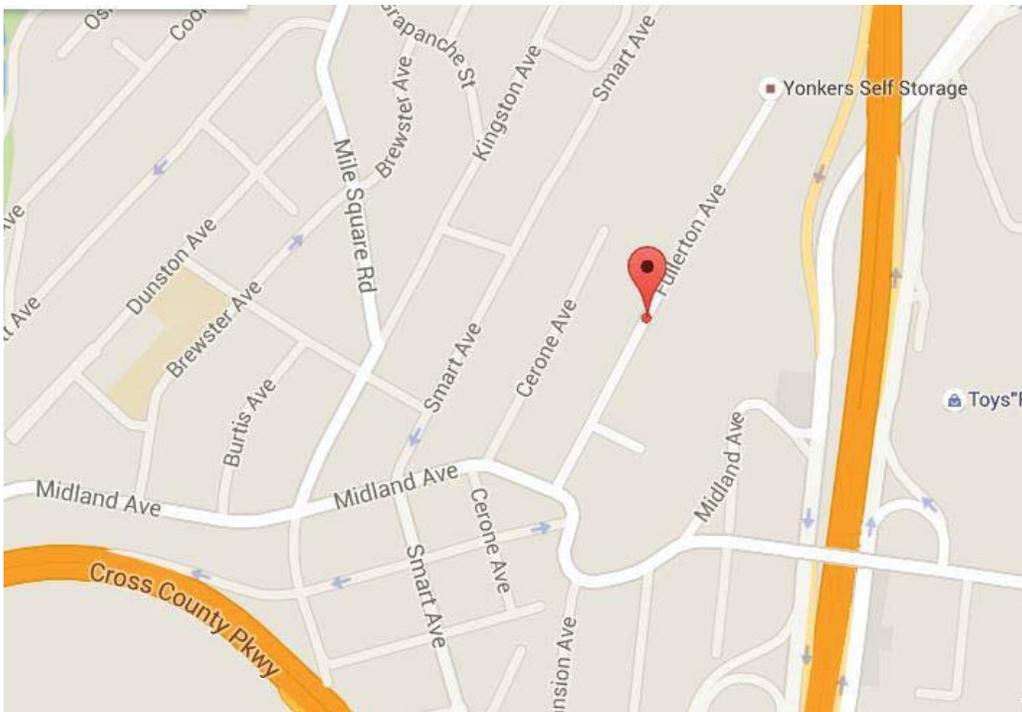
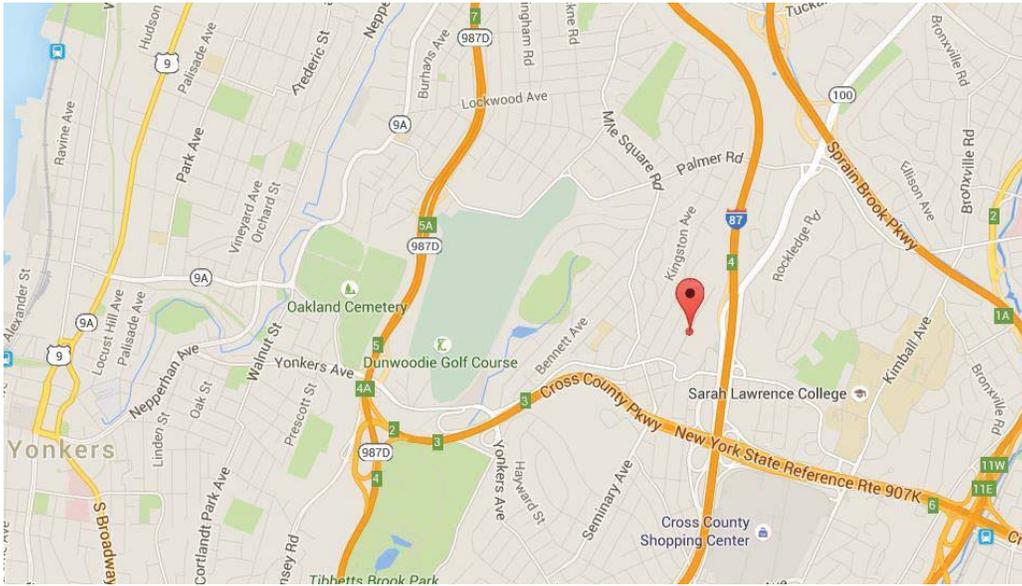
Front of Building:



Side of Building:



Street Map:



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

CONSTRUCTIVE ENGINEERING SOLUTIONS
 1231 8th Street, Golden, CO 80401
 Tel: 303-269-1575

Stamp

Property Owner:
 Legal Description:
 File:
 Schedule Number:

DISPENSING FACILITY
 MINDFUL MEDICAL MARIJUANA YONKERS
 Property Address:
 60 Fulton Ave
 Yonkers, NY

NORTH

 SCALE: 1" = 30' 0"

Date Prepared:	10/1/18
Revised:	
PAGE 5	
A2.0	
SITE PLAN	

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

COUNTY ROAD 4211A

DISPENSING FACILITY SITE PLAN SCALE: 1"=30'0"

CONSTRUCTIVE ENGINEERING SOLUTIONS
1231 8th Street, Golden, CO 80401
Tel: 303-269-1575

Stamp

Property Owner:
Legal Description:
File:
Schedule Number:

DISPENSING FACILITY
Property Address:
60 Fulton Ave
Yonkers, NY
MINDFUL MEDICAL MARIJUANA YONKERS

NORTH
SCALE: 3/16" = 1'-0"

Date Prepared:
Drawn By:
Reviewed:
3/26/15
A3.0
BUILDING PLAN

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

Appendix B

MiNDFUL MEDiCAL Dispensary Facility #4

800 Third Avenue, Brooklyn, NY 11232



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:	Mindful Medical New York
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	Medical Marijuana Dispensary / Mercantile Group M
Building Construction Type and Classification:	TYPE III-B
Facility Address:	800 3rd Avenue, Brooklyn New York +
Primary Contact Telephone number:	917 974 6492
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE: Applicant shall identify planning requirements, including but not limited to:	
<input type="checkbox"/>	TOWN BOARD APPROVAL
<input checked="" type="checkbox"/>	PLANNING BOARD APPROVAL
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input checked="" type="checkbox"/>	BIDDING PHASE
<input checked="" type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input checked="" type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input checked="" type="checkbox"/>	COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

PART II – SITE PLAN(S)

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

- | | |
|--|---|
| <input type="checkbox"/> Entrance and Exits
<input type="checkbox"/> Public Parking Spaces
<input type="checkbox"/> Staff Parking Spaces
<input type="checkbox"/> Accessible Parking Spaces
<input type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> Fire Lane and/or Fire Apparatus Road
<input type="checkbox"/> Percentage of Green Space
<input type="checkbox"/> Location of Emergency Power Systems
<input type="checkbox"/> Loading & Unloading
<input type="checkbox"/> Security Gates & Fences |
|--|---|

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

- Energy Source:
 Natural Gas Oil Electric
 Solar Other _____
- Engineering Systems:
 Heating System: Type Gas, Size 380K BTU, Efficiency 80%,
 Ventilation Requirements _____
 Cooling System: Type ELEC., Size 125 K BTU, Efficiency 13 SEER,
 Ventilation Requirements _____
 Ventilation & Humidification Systems:
 Type _____, Size _____, Efficiency _____,
 Ventilation Requirements _____
 Electrical Distribution Available 400 Amps
 Water Supply: Municipal Water Service X or Private Well Water _____
 Sewage: Municipal Sewer System X or Private Septic System _____
 Emergency Power System:
 Type _____, Size _____, Efficiency _____



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)	
CHECK ALL APPLICABLE CODES FOR THE FACILITY	
<input type="checkbox"/>	2010 BUILDING CODE OF NYS
<input type="checkbox"/>	2010 FIRE CODE OF NYS
<input type="checkbox"/>	2010 PLUMBING CODE OF NYS
<input type="checkbox"/>	2010 MECHANICAL CODE OF NYS
<input type="checkbox"/>	2010 FUEL GAS CODE OF NYS
<input type="checkbox"/>	2010 PROPERTY MAINTENANCE CODE OF NYS
<input type="checkbox"/>	2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input type="checkbox"/>	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
<input checked="" type="checkbox"/>	2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	1968 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	NFPA 101-06 LIFE SAFETY CODE
<input type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input checked="" type="checkbox"/>	OTHER NEW YORK CITY 2011 ELECTRICAL CODE



Appendix B – Architectural Program

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

<p>CODE COMPLIANCE REVIEW</p> <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.	Mercantile Group M (No Hazardous Material)	Mercantile Group M (No Hazardous Material)



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		NA
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		NA
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		NA
5	Building Area & Height	501-507		Provide the building area & height. Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	2 Stories / 12,500 Sq Feet Per Table 503	Area: 11,500 Square Feet Height: 22 Feet (1 Story) Area Modifications NR ⁺
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies 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
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).	No Separation Required (Table 508.4)	
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.		TYPE III-B
11	Fire Resistance Rating Reqmt 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).	2 Hours	2 Hours
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	X<5 Ft : 2 Hour 5<X<10 : 1 Hour	2 Hours
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NR	NR
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NR	NR
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NR	NR
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR



Appendix B – Architectural Program

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



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
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.		
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.		
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans		
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.		



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



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).		
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.		NA
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.		
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.		
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.		
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.		



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.		
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.		
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).		
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	NA
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NR	NR



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).		SEE CODE ANALYSIS A 1.0
48	Available Street Water Pressure			Provide the available street or well water pressure.		65 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.		

MiNDFUL MEDiCAL Dispensary Facility #4 – 800 Third Ave, Brooklyn NY 11232

Mindful Medical NY has secured a warehouse in an industrial zoned district, located at 800 3rd Avenue, Brooklyn, New York, a borough of New York City. With close to 2,600,000 residents, if Brooklyn were a city, it would be the third largest in the United States after Los Angeles and Chicago.

The 12,000 square foot single floor warehouse has 115 foot frontage on 3rd Avenue, 22 foot ceilings and 4 rollup gates as entrances for 4 vehicles. Parking is available on the public streets. Two bike parking spaces are provided.

The property complies fully with all of the mandatory criteria dictated by the Department. A review of the immediate neighborhood indicates that there are no schools, churches, synagogues or other places of worship within one thousand feet of the facility.

Internet access is available to the area.

Construction Plan

The Mindful Medical NY has designed construction renovations for the facility that will meet its dispending needs.

The applicant will provide renovation to accommodate change of occupancy. General construction will include plumbing and electrical work on the facility to meet all applicable rules and regulation and anticipates a 120 day renovation period.

Architectural Program and Construction Timeline

The Mindful Medical NY will apply for Planning Board approval and prepare all construction documents, including Building Permits. The Applicant will initiate the bidding phase and contract award phase for each applicable contractor.

Energy Sources and Engineering Systems

Mindful Medical NY will utilize Natural Gas and Electric energy sources for clean, highly efficient forms of energy for engineering systems. The gas powered heating system will operate at 380K BTU with 80% efficiency. The electric powered cooling system will operate at 125K BTU with 13 SEER. Electrical distribution is available to 400 Amps.

Water supply is provided through the Municipal Water Service. Sewage is transported through the Municipal Sewer System.

Code Compliance

Mindful Medical NY will obtain all applicable Building Code Compliance, including:

2014 NY City Construction Code

New York City 2011 Electrical Code

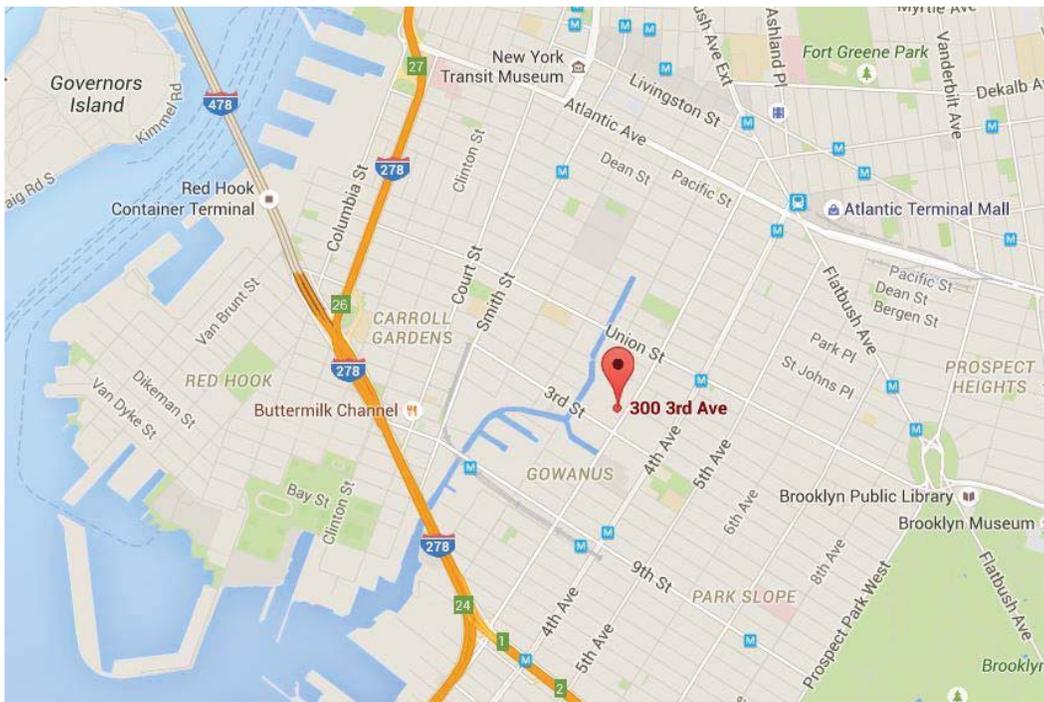
Security Measures

The property's security plan will ensure the safety and security of the facility at all times. Entry is restricted using electrified door hardware which must be activated via card/ fob reader. The staff will use microphones and security cameras to interface within the facility, with a panic button in case of emergency.

Front of the Building:



Street Map:



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

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

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

<p>CONSTRUCTIVE ENGINEERING SOLUTIONS</p> <p>1231 8th Street, Golden, CO 80401 Tel: 303-269-1575</p>	<p>Stamp</p>	<p>Property Owner: _____ Legal Description: _____ PIN: _____ Schedule Number: _____</p>	<p>DISPENSING FACILITY</p> <p>MINDFUL MEDICAL MARIJUANA BROOKLYN</p> <p>Property Address: 800 3rd Avenue Brooklyn, NY.</p>	<p>NORTH </p> <p>SCALE: 3/16" = 1'-0"</p>	<table border="1"> <tr> <td>Date Prepared: 07/11/18</td> </tr> <tr> <td>Revised:</td> </tr> <tr> <td>DATE: 7/11/18</td> </tr> <tr> <td>A3.0</td> </tr> <tr> <td>BUILDING PLAN</td> </tr> </table>	Date Prepared: 07/11/18	Revised:	DATE: 7/11/18	A3.0	BUILDING PLAN
Date Prepared: 07/11/18										
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