

COMPASSIONATE RELIEF CENTERS OF NEW YORK

**Application for Registration as a
Registered Organization**

NYSDOH Medical Marijuana Program

Volume I



June 5, 2014



COMPASSIONATE RELIEF CENTERS OF NEW YORK

**Application for Registration as a
Registered Organization**

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Volume II



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Compassionate Relief Centers of New York

INTRODUCTION

Pursuant to Title 5-A of the New York State Public Health Law and the regulations duly promulgated thereunder Compassionate Sunset LLC d/b/a/ Compassionate Relief Centers of New York in collaboration with the Greater New York Hospital Association through its for-profit subsidiary GNYHA Ventures is pleased to submit this comprehensive application to the New York State Department of Health (NYSDOH) for designation as a “Registered Organization” authorized to cultivate, produce and dispense medical marijuana products.

Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York is wholly-owned by The Durst Organization. The Durst Organization is a family-run real estate company that builds, owns and operates the world’s most innovative and efficient buildings. For 100 years the philosophy of The Durst Organization has been grounded in a few simple principles: Innovation. Integrity. Community. Sustainability.

The Durst Organization owns and operates a significant real estate portfolio in New York City and Dutchess County. The company has more than 1,000 employees; extensive security, accounting, public affairs, property management, leasing and human resources capabilities; a project management team that has built more than 10 million square feet of New York City buildings from the ground up; and longstanding and productive relationships with organized labor.

The Durst Organization’s real estate portfolio consists of more than 16 million square feet of residential and commercial property, including One World Trade Center, One Bryant Park and 4 Times Square. The Durst Organization also operates the New York Water Taxi ferry service. Furthermore, as the founder of McEnroe Organic Farm in Dutchess County, one of New York’s largest organic farms, The Durst Organization has developed extensive experience in organic agriculture and USDA Good Agricultural Practices.

GNYHA Ventures, Inc. is the business arm of the Greater New York Hospital Association (GNYHA). Founded in 1904, GNYHA is a trade association comprising nearly 250 hospitals and continuing care facilities, both voluntary and public, in the metropolitan New York area and throughout the State, as well as New Jersey, Connecticut, and Rhode Island. GNYHA Ventures operates companies that specialize primarily in group purchasing and supply chain management services for hospitals and other health care organizations.

GNYHA Ventures brings to Compassionate Relief Centers of New York extensive health and medical expertise—particularly in the highly regulated pharmaceutical arena. GNYHA Ventures employs a team of highly knowledgeable pharmacists, and through a subsidiary conducts more than \$1 billion in pharmacy purchasing annually.

GNYHA Ventures, based on its medical and pharmaceutical expertise coupled with its deep ties to New York's hospitals/health systems, affiliated physicians and other clinicians, is uniquely qualified to contribute to New York's medical marijuana program. In consultation with the NYSDOH, GNYHA Ventures will develop and administer training programs for physicians on medical marijuana products. GNYHA Ventures will also provide guidance on such requirements as quality assurance relating to pharmaceutical manufacturing best practices, product tracking, lab testing, product labeling, preparation of patient package safety inserts; and verification of foreign language advertisements.

GNYHA's members include some of the most highly regarded and leading medical research institutions in the world. Working with these members, the NYSDOH and other interested parties, GNYHA will advocate, promote and implement a research agenda that ensures the long-term success of New York's medical marijuana program.

Compassionate Relief Centers of New York maintains its principal business office at 15 Plains Road, Cambridge, New York 12816. Compassionate Relief Centers of New York was founded and developed in New York State by longtime residents of New York who exemplify the entrepreneurial spirit that forms the foundation of the Empire State and who are solely and exclusively focused on meeting the medicinal needs of their fellow New Yorkers.

Compassionate Relief Centers of New York proposes to cultivate marijuana and manufacture medical marijuana products in the Town of Jackson, Washington County, New York on property previously used for enclosed agricultural production. The site offers a strategic economic development opportunity by re-purposing developed property that has lain largely dormant for the past decade.

The siting of the cultivation and manufacture facility in the Town of Jackson, Washington County has been fully endorsed by the Town of Jackson and by numerous area local governments and by Washington County, all of which have adopted Local Resolutions of Support. The facility is completely constructed and requires only internal “fit-out” to become fully operational. Detailed engineering and architectural plans have been prepared and have been submitted to the local government in support of an application for a building permit. Other than the need to obtain the building permit, all local land use approvals for operation of the medical marijuana cultivation and manufacturing facility are in hand.

Consistent with New York State’s goal of ensuring accessibility to medical marijuana through geographically distributed locations across the State, Compassionate Relief Centers of New York has entered into lease agreements to site medical marijuana dispensaries in the following locations:

- Plattsburgh
- Manhattan
- Colonie
- White Plains

All proposed dispensary operations will be sited in a discrete and secure clinical environment. A “patient-centric” standard interior design for dispensary operation has been prepared and is set forth at Appendix B of this application. Under the supervision of the NYSDOH, Compassionate Relief Centers of New York will develop and implement a Patient Assistance Program to assist qualified patients who lack financial resources to obtain medical marijuana as recommended by a practitioner.

Contemporaneously with this application, Compassionate Relief Centers of New York is posting a \$2 million bond to the New York State Department of Health as surety for the establishment of the proposed dispensaries.

Given the breadth of capabilities and the economic development opportunities documented herein, the selection of Compassionate Relief Centers of New York as a Registered Organization is clearly in the best interest of all New Yorkers.

MISSION STATEMENT

Compassionate Relief Centers of New York will develop and attain the *highest achievable industry standards* for the cultivation, manufacture and distribution of medical marijuana products.

Cultivation: Compassionate Relief Centers of New York will cultivate marijuana in strict accordance with *good agricultural practices* and in a manner that comports with certified organic principles and standards.

Manufacture: Compassionate Relief Centers of New York will utilize the best available technology to manufacture medical marijuana products that attain the highest achievable industry standards for *product purity and dosage accuracy*.

Patient Care: Compassionate Relief Centers of New York will place the interests of certified patients at the forefront by providing *“patient-first” compassionate counseling* by a trained and knowledgeable staff under the supervision of licensed pharmacists within a secure, accessible and discreet dispensary setting.

Sustainability: Compassionate Relief Centers of New York is dedicated to the implementation of *sustainable environmental and energy practices* in all aspects of its operations. Cultivation will conform to *certified organic principles and USDA Good Agricultural Practices*. All dispensary locations will strive to meet LEED standards and utilize Zero-VOC finishes.

Community: Compassionate Relief Centers of New York adheres to *“good neighbor” practices* through transparent, timely and open consultation with residents and local governments, and by respecting local community standards with regard to hours of operation, lighting and architectural sensitivity.

Employee Relations: Compassionate Relief Centers of New York is committed to providing both *fair wages and benefits* and a safe, friendly and supportive workplace for its employees. *Labor Peace Agreements* have been established.

CRITERIA ANALYSIS

This application provides a comprehensive proposal, in full satisfaction of the requirements of Title 5-A of the New York State Public Health Law and its implementing regulations, to provide New York's certified patients with medical marijuana products to alleviate the debilitating symptoms associated with the conditions specified in the law and others that may yet be authorized by the NYSDOH.

As demonstrated by the documents which constitute this application, Compassionate Relief Centers of New York has the capability to meet, achieve and surpass the criteria established by the NYSDOH for recognition as a Registered Organization.

1. *Compassionate Relief Centers of New York will manufacture approved medical marijuana products, each with a consistent cannabinoid profile, and each able to pass the required quality control testing as further described in 10 NYRCC §1004.11.*

Particular attention should be paid to the following sections of this Application which address this requirement: Form 5138 Attachment D – Operating Plan: Sections 1 (Manufacturing), 6 (Standard Operating Procedure), 7 (Quality Assurance Plans), 9 (Product Quality Assurance), and Appendix B-1: Manufacturing Facility Documents.

2. *Pursuant to 10 NYCRR §1004.11 Compassionate Relief Centers of New York will produce sufficient quantities of medical marijuana products to meet the needs of certified patients.*

The following sections of this Application address this requirement: Form 5138 Attachment D – Operating Plan: Section 1 (Manufacturing), Appendix B-1: Manufacturing Facility Documents.

3. *Compassionate Relief Centers of New York will design and implement controls to guard against diversion of medical marijuana products pursuant to 10 NYCRR §1004.13.*

Please refer to Form 5138 Attachment D - Operating Plan: Sections 2 (Transportation and Distribution), 3 (Dispensing and Sale), 5 (Security and Control), and Form 5138 Attachment H: Security Plan.

4. *Compassionate Relief Centers of New York will comply with State and local laws pursuant to 10 NYCRR §1004.11(b)(4).*

A statement that Compassionate Relief Centers of New York will comply with State and local laws is included in Attachment M of Form 5138. A statement from the Town of Jackson located in Appendix B demonstrates that no discretionary approvals are required for reuse of the manufacturing site.

5. *Compassionate Relief Centers of New York is ready, willing and able to properly carry on the activities set forth in 10 NYCRR 1004.*

Compassionate Relief Centers' desire and ability are demonstrated in the breadth of experience and availability of resources found throughout this application.

6. *Compassionate Relief Centers of New York possesses or has the right to use sufficient real property, buildings and equipment to properly carry on the activity described in its operating plan.*

Proposed facilities locations are provided in Attachment A of Form 5138. Documentation of the right to use the proposed manufacturing and dispensing facility locations is provided in Attachment C, which includes copies of leases as well as a bond for \$2,000,000 which has been posted as surety for the proposed dispensaries.

- 7. It is in the public interest for NYSDOH to determine to issue a registration to Compassionate Relief Centers of New York.*

Compassionate Relief Centers of New York is capable, willing, and able to produce medical marijuana in New York State in full compliance with all NYSDOH requirements, as is demonstrated in this Application. Support from local and State governmental representatives is provided in Appendix B.

- 8. Compassionate Relief Centers of New York has proposed to site dispensary facilities in areas that are geographically diverse.*

The locations of the proposed manufacturing facility and four dispensaries are provided in Attachment A of Form 5138 and are:

- **Manufacturing Facility: Town of Jackson, Washington County**
- **Dispensaries:**
 - **City of Plattsburgh, Clinton County**
 - **Manhattan, New York County**
 - **Town of Colonie, Albany County**
 - **City of White Plains, Westchester County**

9. *The enclosed affidavits and biographies amply demonstrate the moral character and competence of board members, officers, managers, owners, partners, principal stakeholders, directors, members and high managerial agents of Compassionate Relief Centers of New York.*

Affidavits are located in Appendix A and biographies for key staff are located in Form 5138 Attachment J (Staffing Plan).

10. *Compassionate Relief Centers of New York has demonstrated the suitability of its proposed locations for cultivation, product manufacturing and dispensary services.*

Documentation pertaining to the manufacturing facility and the dispensary locations can be found in: Form 5138 Attachment A (Identification of Real Property Buildings and Facilities, Form 5138 Attachment C (Right to Use Land, Premises, Buildings, and Equipment), and Appendix B (Architectural Program From 5146 and supporting documents).

11. *Compassionate Relief Centers of New York has entered into a labor peace agreement with bona-fide labor organizations as defined in Section Thirty-three Hundred Sixty of the Public Health Law.*

Labor Peace Agreements included in Attachment F of Form 5138 have been entered into with the following labor organizations:

- **1199 SEIU United Healthcare Workers East**
- **Local 210 International Brotherhood of Teamsters**
- **Local 338 RWDSU / UFCW**



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Section A: Business Entity Information

1. Business Name: **Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York**

2. Organization Type (choose one):

☒ For-profit

☐ Non-profit

3. Business Type (choose one):

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Other:

☒ Limited Liability Company

☐ General Partnership

4. Phone: **518 915 4500**

5. Fax: **518 514 1125**

6. Email: **info@crc-ny.com**

7. Business Address: **15 Plains Road**

8. City: **Cambridge**

9. State: **NY**

10. ZIP Code: **12816**

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

12. City:

13. State:

14. ZIP Code:

Section B: Primary Contact Information

15. Name: **Stephen Lulla**

16. Title: **Co-CEO**

17. Phone: **518 915 4500**

18. Fax: **518 514 1125**

19. Email: **s.lulla@crc-ny.com**

20. Mailing Address: **15 Plains Road**

21. City: **Cambridge**

22. State: **NY**

23. ZIP Code: **12816**

Section C: Proposed Manufacturing Facility Information

24. Proposed Facility Name: **Compassionate Relief Centers of New York**

25. Proposed Facility Address: **15 Plains Road**

26. City: **Cambridge**

27. State: **NY**

28. ZIP Code: **12816**

29. County: **Washington**

30. Property Status (choose one):

☐ Owned by the applicant

☒ Leased by the applicant

☐ Other:

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

31. Proposed Hours of Operation:

Monday 6 AM to 10 PM

Friday: 6 AM to 10 PM

Tuesday 6 AM to 10 PM

Saturday: 8 AM to 4 PM

Wednesday 6 AM to 10 PM

Sunday: 8 AM to 4 PM

Thursday 6 AM to 10 PM

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



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32. Proposed Facility Name:		
33. Proposed Facility Address:		
34. City:	35. State: NY	36. ZIP Code:
37. County:	38. Property Status (choose one): <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: Compassionate Relief Centers of New York		
41. Proposed Facility Address: 285 Tom Miller Road		
42. City: Plattsburgh	43. State: NY	44. ZIP Code: 12901
45. County: Clinton	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 CLOSED Friday: 10 AM to 6 PM Tuesday 10 AM to 6 PM Saturday: 10 AM to 6 PM Wednesday 10 AM to 6 PM Sunday: CLOSED Thursday 10 AM to 6 PM		
Section E: Proposed Dispensing Facility #2 Information		
48. Proposed Facility Name: Compassionate Relief Centers of New York		
49. Proposed Facility Address: 601 W. 57th St		
50. City: New York	51. State: NY	52. ZIP Code: 10019
53. County: New York	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.	



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55. Proposed Hours of Operation:

Monday	9 AM to 7 PM	Friday:	9 AM to 7 PM
Tuesday	9 AM to 7 PM	Saturday:	9 AM to 7 PM
Wednesday	9 AM to 7 PM	Sunday:	12 PM to 6 PM
Thursday	9 AM to 7 PM		

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: **Compassionate Relief Centers of New York**

57. Proposed Facility Address: **1 Park Place**

58. City: **Colonie**

59. State: **NY**

60. ZIP Code: **12205**

61. County: **Albany**

62. Property Status (choose one):

☐ Owned by the applicant

☒ Leased by the applicant

☐ Other:

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

63. Proposed Hours of Operation:

Monday	CLOSED	Friday:	10 AM to 6 PM
Tuesday	10 AM to 6 PM	Saturday:	10 AM to 6 PM
Wednesday	10 AM to 6 PM	Sunday:	CLOSED
Thursday	10 AM to 6 PM		

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: **Compassionate Relief Centers of New York**

65. Proposed Facility Address: **911 North Broadway**

66. City: **White Plains**

67. State: **NY**

68. ZIP Code: **10603**

69. County: **Westchester**

70. Property Status (choose one):

☐ Owned by the applicant

☒ Leased by the applicant

☐ Other:

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

71. Proposed Hours of Operation:

Monday	CLOSED	Friday:	10 AM to 6 PM
Tuesday	10 AM to 6 PM	Saturday:	10 AM to 6 PM
Wednesday	10 AM to 6 PM	Sunday:	CLOSED
Thursday	10 AM to 6 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).



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

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

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

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

Section I: Required Attachments

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

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

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

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

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

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

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

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

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

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



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. "



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92. ■ The applicant has attached proof from the local internet service provider(s) that all of the applicant's manufacturing and dispensing facilities are located in an area with internet connectivity and labeled this attachment as "**Attachment K.**" Internet connectivity will be required to support the use of a Seed-to-Sale Solution approved by the Department to record the registered organization's permitted activities.
93. ■ The applicant has attached a timeline demonstrating the estimated timeframe from growing marijuana to production of a final approved product, and labeled this attachment as "**Attachment L.**"
94. ■ The applicant has attached a statement and/or documentation showing that the applicant is able to comply with all applicable state and local laws and regulations relating to the activities in which it intends to engage under the registration, pursuant to 10 NYCRR § 1004.5(b)(8), and labeled this attachment as "**Attachment M.**"

Section J: Attestation and Signature

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

95. Signature:

96. Date Signed: **June 5, 2015**



97. Print Name: **Stephen H. Lulla, Co-CEO**

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: *Lawrence R. Schillinger*

Notary Registration Number:

02SC4985458

Notary (Notary Must Affix Stamp or Seal)
LAWRENCE R. SCHILLINGER
Notary Public, State of New York
Qualified in Albany County
No. 02SC4985458
Commission Expires August 19, 2013

Date:

6/5/2015



Question 73 Disclosure

1. Theodore Berndt, Co-CEO of Compassionate Relief Centers of New York, is the sole member of Plains Road LLC. Plains Road LLC will be leasing 15 Plains Road, Cambridge New York 12816 (the property upon which the cultivation / manufacturing facility is located) to Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York.
2. A real estate affiliate of The Durst Organization owns the real property located at 601 W. 57th St., New York NY and will be leasing a portion of the premises to Compassionate Relief Centers of New York for use as dispensary for medical marijuana products.

Question 74 Disclosure

D-4 M TRUST is the sole Member and Managing Member of CS Member LLC. Gary Rosenberg, Esq. is the trustee of D-4 M TRUST. CS Member LLC has an 85% interest in Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York. Compassionate Relief Centers of New York, Inc. has a 15% interest in Compassionate Sunset LLC. CS Member LLC is a member and the manager of Compassionate Sunset LLC. CS Member LLC, has its principal office at c/o Royal Realty Corp, One Bryant Park, 49th Floor, New York, NY 10036.

Compassionate Relief Centers of New York

NYSDOH Form 5138

Section H: Disclosures

Question 73 Disclosure

1. Theodore Berndt, Co-CEO of Compassionate Relief Centers of New York, is the sole member of Plains Road LLC. Plains Road LLC will be leasing 15 Plains Road, Cambridge New York 12816 (the property upon which the cultivation / manufacturing facility is located) to Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York.
2. A real estate affiliate of The Durst Organization owns the real property located at 601 W. 57th St., New York NY and will be leasing a portion of the premises to Compassionate Relief Centers of New York for use as dispensary for medical marijuana products.

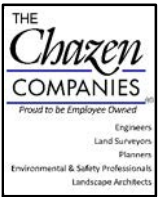
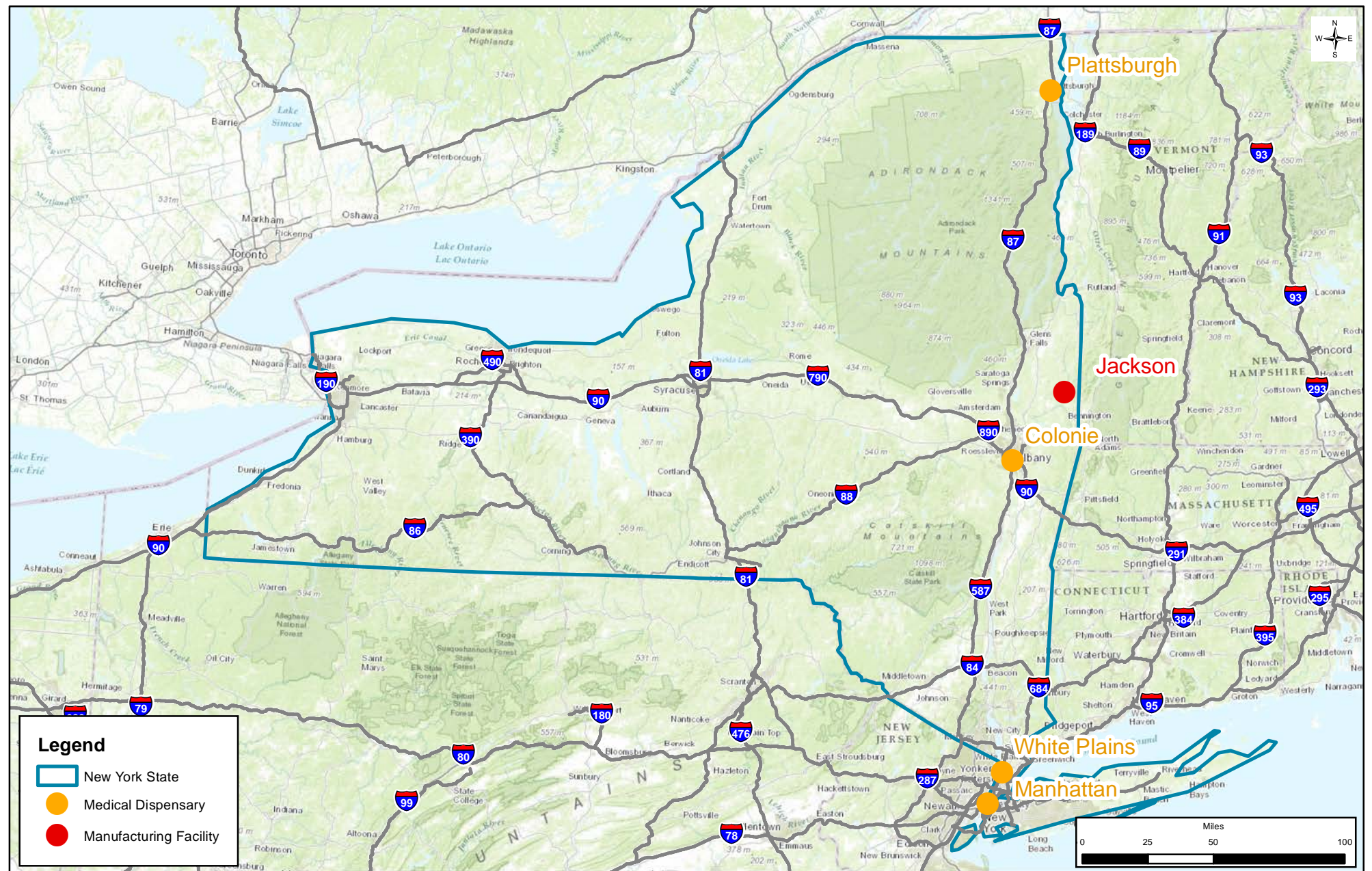
Question 74 B Disclosure:

D-4 M TRUST is the sole Member and Managing Member of CS Member LLC. Gary Rosenberg, Esq. is the trustee of D-4 M TRUST. CS Member LLC has an 85% interest in Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York. Compassionate Relief Centers of New York, Inc. has a 15% interest in Compassionate Sunset LLC. CS Member LLC is a member and the manager of Compassionate Sunset LLC. CS Member LLC, has its principal office at c/o Royal Realty Corp, One Bryant Park, 49th Floor, New York, NY 10036.

Compassionate Relief Centers of New York

ATTACHMENT A – Identification of Real Property Buildings & Facilities (See attached Figure)

Facility	Address	Municipality	Gross Area
Manufacturing	15 Plains Road Cambridge, NY 12816	Town of Jackson	53,026 square feet
Dispensary	215 Tom Miller Road, Plattsburg, NY 12901	Town of Plattsburgh	1,200 square feet
Dispensary	601 W 57th Street New York, NY 10019	New York County	2,000 square feet
Dispensary	One Park Place Colonie, NY 12205	Town of Colonie	777 square feet
Dispensary	911 N Broadway White Plains NY 10603	City of White Plains	900 square feet



CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

Office Locations:

Dutchess County Office: 21 Fox Street Poughkeepsie, NY 12601 Phone: (845) 454-3980	Capital District Office: 547 River Street Troy, NY 12180 Phone: (518) 273-0055	North Country Office: 375 Bay Road Queensbury, NY 12804 Phone: (518) 812-0513
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This map is a product of The Chazen Companies. It should be used for reference purposes only. Reasonable efforts have been made to ensure the accuracy of this map. The Chazen Companies expressly disclaims any responsibilities or liabilities from the use of this map for any purpose other than its intended use.

Compassionate Relief Centers of New York

Facility Location Map

New York State

Drawn:	GHM
Date:	06/05/2015
Scale:	1 inch=50 miles
Project:	81519.00
Figure:	

Option Agreement to Lease Real Estate

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledge, Landlord hereby grants the Tenant the Option to Lease the below described Premises on the terms and conditions set forth herein for a total period of five (5) months option period from the execution of this Option Agreement as set forth below.

LANDLORD: Plains Road, LLC
15 Plains Road
Cambridge, New York 12816

TENANT: Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York
c/o Royal Realty Corp.
One Bryant Park
New York, New York 10036

OPTION: This agreement is subject to the tenant obtaining a registration as a Registered Organization in the New York Medical Marijuana Project. Upon Receipt of said registration parties shall hereby acknowledge the option and negotiate in good faith as to the final Lease for the premises.

PREMISES: The real property being, lying and situated in the Town of Jackson, County of Washington, State of New York, such property having a street address of 15 Plains Road, Cambridge New York 12816, and more particularly described in Exhibit A attached hereto.

NOTICE: If Tenant elects to lease the Premises, Tenant must notify Landlord on or before the last day of the five (5) month option period (the "Notification Date"). Notice must be in writing by certified mail or overnight courier (such as FedEx or UPS) to Landlord at the above address or delivered personally to Landlord. If Tenant does not notify Landlord on or before the Notification Date, Tenant's right to Lease the Property shall terminate.

OTHER PROVISIONS:

1. Commencement Date: Later to occur of (a) September 1, 2015 and (b) receipt by Tenant of approval for registration with the New York State Department of Health.
2. Rent Commencement Date: January 1, 2016, or upon opening for business, whichever is earlier.
3. Expiration Date: December 31, 2021 [Two years from Rent Commencement Date]
4. Tenant's Option To Renew: One option to renew for a five year term

5. Base Rent:

Year 1: \$60,000

Year 2: \$72,000

\6. Additional Rent: Tenant agrees that Tenant shall be responsible for the payment all property taxes, utilities and maintenance of the subject property to the extent not incorporated in the Base Rent. Landlord shall promptly upon lease execution apply to the applicable taxing authority for a 10-year tax moratorium and shall diligently pursue such moratorium.

7. Insurance: Each party shall carry and pay for liability insurance and personal property insurance. Tenant shall provide a certificate of "all risk" or "all perils" liability insurance in an amount of no less than \$1,000,000 with Landlord as named co-insured.

8 Use: The premises shall be used only to manufacture and/or dispense marijuana and to conduct any other aspects of the marijuana business pursuant to a license and regulations issued by the New York State Department of Health.

9. Preparation of Building and Premises:

A. Landlord's Responsibility: Landlord to deliver Premises (a) with all scrap metal not necessary for Tenant's operations, including, without limitation duct work and steam lines (b) vacant, broom clean condition with a roof free of leaks.

B. Tenant's Responsibility: Tenant may make any alterations in the interior or exterior, subject to Landlord's reasonable approval and conditions.

10. Brokerage: Landlord is represented by no broker and Tenant is represented by no broker, and no other real estate brokerage is involved in this transaction. Both parties represent that they have not dealt with any other agents in this transaction.

11. Good Faith Effort; Cooperation: Upon mutual execution of this Letter of Intent, the parties agree that:

A. Landlord and Tenant will proceed to negotiate in good faith a lease agreement substantially reflecting the terms of this Option to Lease.

B. Landlord and Tenant shall continue negotiating in this manner until a final agreement is executed. If said lease is not executed by both parties before January 1, 2016, then this Option to Lease shall be of no further force and effect.

12. Landlord acknowledges and agrees to the following:

A. The effectiveness of any lease that is executed shall be contingent on Tenant's receipt of the approval referenced above from the New York State Department of Health.

B. The lease shall contain the following provisions:

(i) "Notwithstanding anything to the contrary contained herein, access to the Premises is regulated by the New York State Department of Health. Except in an emergency, no entry by unauthorized persons, including, without limitation, Landlord, shall be permitted without (a) reasonable prior written notice of such intent to enter the Premises and (b) Tenant obtaining a written waiver for the persons requesting entry of the prohibition of unauthorized persons from the New York State Department of Health."

(ii) "Landlord acknowledges that its rights of reentry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Premises medical marihuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson Rockefeller Empire State Plaza, Albany, NY 12237, with notification by certified mail of its intent to reenter the Premises or to initiate dispossession proceedings or that the Lease is due to expire, at least thirty (30) days prior to the date on which Landlord intends to exercise a right of reentry or to initiate such proceeding or at least sixty (60) days before the expiration of the Lease."

13. Option to Purchase: Landlord shall include an option to purchase the Premises for a purchase price of \$600,000, subject to review of the fair market value in "as is" condition and use as of the date of lease execution. The option price shall be adjusted by CPI to the date the option is exercised.

14. Counterparts. This Agreement may be executed in any number of counterparts and via facsimile or electronic transmission and any such copies shall be deemed originals. All such counterparts taken together shall be deemed to constitute one and the same instrument. Signature pages may be detached from counterpart documents and reassembled to form a single executed document.

AGREED TO BY:

Plains Road, LLC , Landlord

By: Theodore E Berndt
Name: Theodore Berndt
Title:

Date: 6/5/15

Compassionate Sunset LLC, Tenant

By: CS Member LLC, its Manager

By: _____
Name: Helena Durst
Title: President

Date: _____

AGREED TO BY:


Plains Road, LLC , Landlord

By: _____
Name:
Title:

Date: _____

Compassionate Sunset LLC, Tenant

By: CS Member LLC, its Manager

By:  _____
Name: Helena Durst
Title: President

Date: June 4, 2015

EXHIBIT A

[Legal Description of Premises]

SCHEDULE "A"

Doc#: 00089436
Bk: 3363 Pg: 126

All that piece or parcel of land situate, lying and being in the Town of Jackson, County of Washington, State of New York being bounded and described as follows:

Beginning at a 1" dia. Iron pipe set on the westerly bounds of Plains Road (said iron pipe marks the southeasterly corner of the lands conveyed by Helen K. Driscoll to the Village of Cambridge by deed dated July 3, 1964 and recorded in the Washington County Clerk's Office in Book 393 at Page 952 and is located on the northerly bounds of the parcel herein described) and proceeding thence from said point of beginning north 83 deg. 35 min. 36 sec. west (bearings based on Magnetic North of July 1984) along the southerly bounds of the lands now or formerly of the Village of Cambridge a distance of 814.29 ft. to a set 1" dia. iron pipe; thence south 5 deg. 00 min. 29 sec. west along the said lands of the Village of Cambridge a distance of 142.43 ft. to a set 1" dia. Iron pipe; thence north 84 deg. 59 min. 31 sec. west along the said lands of the Village of Cambridge a distance of 1661.01 ft. to a set 1" dia. Iron pipe (said iron pipe marks the northwesterly corner of the parcel herein described and the northeasterly corner of lands now or formerly of George Elliot Ruta by deed dated July 17, 1985 and recorded in the Washington County Clerk's Office in Book 507 at Page 1085); thence south 04 deg. 04 min. 35 sec. west along said lands of Ruta and along lands now or formerly of Theodore W. Tulip and Alice C. Tulip a distance of 1209.31 ft. to a set 1" dia. Iron pipe; thence north 87 deg. 23 min. 04 sec. west a distance of 52.80 ft. to a set 1" dia. Iron pipe; thence south 04 deg. 04 min. 35 sec. west a distance of 825.00 ft. to a set 1" dia. Iron pipe located on the northerly bounds of lands reputedly of Joseph and Ann Heneghan; thence south 87 deg. 23 min. 04 sec. east a distance of 52.80 ft. to a set 1" dia. Iron pipe; thence south 84 deg. 04 min. 32 sec. east along the northerly bounds of said lands of Heneghan, lands of Brewer and lands of Lathrop a distance of 1304.06 ft. to a set 1/2" dia. Iron pipe (said iron pipe marks the southwest corner of lands now or formerly of Michael J. Severson and Ann E. Severson); thence northeasterly, easterly, and southerly along the said lands of Severson the following 3 courses: north 62 deg. 39 min. 04 sec. east a distance of 660.00 ft. to a set 1/2" dia. Iron pipe, south 82 deg. 26 min. 02 sec. east a distance of 363.00 ft. to a set 1/2" dia. Iron pipe, and south 11 deg. 23 min. 31 sec. east a distance of 130.34 ft. to a set 1/2" dia. Iron pipe located on the westerly bounds of N.Y. State Route 313; thence north 19 deg. 22 min. 36 sec. east along said westerly bounds a distance of 132.43 ft. to a found granite highway monument located 58 ft. perpendicular from station 88+14 of the survey baseline for said highway; thence south 87 deg. 46 min. 29 sec. east crossing N.Y. State Route 313 a distance of 146.71 ft. to a set 1" dia. Iron pipe located on the easterly bounds of said highway and on the northerly bounds of lands now or formerly of Max E. Malay and Ethel G. Malay; thence south 84 deg. 04 min. 55 sec. east along said lands of Malay a distance of 362.40 ft. to a set 1" dia. Iron pipe; thence north 04 deg. 51 min. 05 sec. east along said lands of Malay and lands now or formerly of Harold Walsh and Eleanor Walsh a distance of 1227.22 ft. to a found granite highway monument located 30 ft. perpendicular from station 101+72 feet of the survey baseline for the said highway; thence south 77 deg. 18 min. 04 sec. west crossing N.Y. State Route 313 a distance of 345.21 ft. to a set 1/2" dia. Iron pipe located on the westerly bounds of said highway; thence north 14 deg. 08 min. 36 sec. east along the westerly bounds of said highway a distance of 163.07 ft. to a set 1/2" dia. Iron pipe; thence north 00 deg. 36 min. 12 sec. west along the westerly bounds of Plains Road a distance of 555.24 ft. to the point or place of beginning containing 122.511 acres of land more or less.

Excepting therefrom all the lands lying within the bounds of N.Y. State Route 313 which are more particularly bounded and described as follows:

Beginning at a found granite highway monument located on the westerly bounds of N.Y. State Route 313 58 ft. perpendicular from station 88+14 of the survey baseline for said highway and proceeding thence from said

SCHEDULE "A" continued

Doc#: 00089436
Bk: 3363 Pg: 127

point of beginning northerly along the westerly bounds of said highway the following 8 courses:

- 1) North 33 deg. 45 min. 21 sec. east a distance of 83.73 ft. to a found granite highway monument
- 2) North 19 deg. 18 min. 13 sec. east a distance of 103.98 ft. to a set ½" iron pipe
- 3) North 07 deg. 37 min. 25 sec. east a distance of 162.42 ft. to a set ½" iron pipe
- 4) North 04 deg. 11 min. 13 sec. east a distance of 105.62 ft. to a set ½" iron pipe
- 5) North 08 deg. 00 min. 01 sec. east a distance of 117.41 ft. to a set ½" iron pipe
- 6) North 12 deg. 00 min. 02 sec. east a distance of 79.29 ft. to a set ½" iron pipe
- 7) North 15 deg. 00 min. 08 sec. east a distance of 384.93 ft. to a found granite highway monument
- 8) North 16 deg. 48 min. 04 sec. east a distance of 108.82 ft. to a set ½" iron pipe;

Thence north 77 deg. 18 min. 04 sec. east crossing N.Y. State Route 313 a distance of 345.21 ft. to a found granite highway monument located 30 ft. perpendicular from station 101+72 of the survey baseline for said highway; thence southerly along the easterly bounds of said highway the following 3 courses:

- 1) South 34 deg. 24 min. 04 sec. west a distance of 348.83 ft. to a found granite highway monument
- 2) South 14 deg. 29 min. 48 sec. west a distance of 676.87 ft. to a set ½" dia. Iron pipe, and
- 3) South 21 deg. 58 min. 00 sec. west a distance of 261.29 ft. to a set 1" dia. Iron pipe; thence north 87 deg. 46 min. 29 sec. west crossing N.Y. State Route 313 a distance of 146.71 ft. to the point or place of beginning containing 5.047 acres of land more or less.

Also excepting therefrom:

All that piece or parcel of land situate, lying and being in the Town of Jackson, County of Washington, State of New York, being more particularly bounded and described as follows:

Beginning at a found granite highway monument located on the westerly bounds of New York State Route 313 (SH No. 8479) (said monument located 26 feet +/- perpendicular from station 88+92 of the survey baseline for the reconstruction of the Cambridge-Anaquassacook-Vermont State line, SH"N. 8479, Washington County), and proceeding thence from said point of beginning northerly along the westerly bounds of said highway the following 4 courses:

- 1) North 19 deg. 18 min. 13 sec. east a distance of 103.98 feet to a set ½" dia. Iron pipe,
- 2) North 07 deg. 37 min. 25 sec. east a distance of 162.42 feet to a set ½" dia. Iron pipe,
- 3) North 04 deg. 11 min. 13 sec. east a distance of 105.62 feet to a set ½" dia. Iron pipe, and
- 4) North 08 deg. 00 min. 01 sec. east a distance of 117.41 feet to a set ½" dia. Iron pipe (said iron pipe marks the northeasterly corner of the parcel herein described); thence south 80 deg. 06 min. 32 sec. west a distance of 128.90 feet to a set ¾" dia. Iron pipe (said iron pipe marks the northwesterly corner of the parcel herein described); thence south 29 deg. 03 min. 02 sec. west a distance of 332.70 feet to a set ¾" dia. Iron pipe (said iron pipe marks the southwest corner of the parcel herein described); thence south 83 deg. 18 min. 23 sec. east a distance of 54.06 feet to a set ½" dia. Iron pipe; thence south 18 deg. 59 min. 02 sec. east a distance of 288.20 feet to a set ½" dia. Iron pipe located on the westerly bounds of New York State Route 313 (said iron pipe marks the southeasterly corner of the parcel herein described); thence northerly along the westerly bounds of said highway the following 2

Schedule "A" Continued

Doc#: 00089436
Bk: 3363 Ps: 128

- 1) North 19 deg. 22 min. 36 sec. east a distance of 43.96 feet to a found granite highway monument, and
- 2) North 33 deg. 45 min. 21 sec. east a distance of 83.73 feet to the point or place of beginning, containing 2.000 acres of land more or less.

Also excepting a permanent easement appropriated by the State of New York pursuant to a Notice of Appropriation recorded in Liber 400 of Deeds at Page 933&c. and is more particularly referred to therein as the drainage easement over parcel 112 as shown on map 67 attached to said Notice of Appropriation being more particularly bounded and described as follows:

Beginning at a found granite highway monument located on the westerly bounds of N.Y. State Route 313 and proceeding thence from said point of beginning south 66 deg. 47 min. 01 sec. west a distance of 591.69 ft. to a found granite highway monument; thence north 16 deg. 23 min. 39 sec. west a distance of 36.05 ft to a found granite highway monument; thence north 64 deg. 29 min. 44 sec. east a distance of 639.41 ft. to a found granite highway monument located on the westerly bounds of said Route 313; thence south 16 deg. 48 min. 10 sec. west along said westerly bounds a distance of 80.07 ft. to the point or place of beginning containing 0.678 acres of land more or less.

Excepting and reserving a 25 foot right of way of which the southeasterly, southerly and southwesterly lines thereof are more particularly bounded and described as follows:

The beginning point of the right of way lines herein described is located the following courses and distances from the southwest corner of the premises described above: South 87 deg. 23 min. 04 sec. east a distance of 52.80 feet; thence south 84 deg. 04 min. 32 sec. east a distance of 1304.06 feet to a 1/2" iron pipe located at the point and place of beginning of the aforesaid lines of the 25 foot right of way herein referred to; thence north 62 deg. 39 min. 04 sec. east a distance of 660 feet to a 1/2" iron pipe; thence south 82 deg. 26 min. 02 sec. east a distance of 363 feet to a 1/2" iron pipe; thence south 11 deg. 23 min. 31 sec. east a distance of 130.34 feet to a 1/2" iron pipe set in the east line of N.Y. State Route 313.

Excepting and reserving therefrom premises conveyed by Frankin Farms, Inc. f/k/a Franklin Mushroom Farms Inc. to Robert G. Malay and Barbara M. Malay, husband and wife, dated December 11, 2003 recorded December 29, 2003 in Liber 956 cp 14.

THE HELENA ASSOCIATES LLC
c/o Royal Realty Corp.
One Bryant Park
New York, New York 10036

As of June 5, 2015

Compassionate Sunset LLC d/b/a
Compassionate Relief Centers of New York
c/o Compassionate Relief Centers of New York, Inc.
15 Plains Road
Cambridge, NY 12816

Re: 601 West 57th Street, New York, New York

Dear Sirs:

Compassionate Sunset LLC ("Tenant") has requested permission from the undersigned (the "Landlord") to lease certain premises located on the ground floor currently designated by Landlord as a ground floor retail unit consisting of approximately 2,000 square feet (the "Premises") of the building located at 601 West 57th Street, New York, New York and commonly known as The Helena (the "Building"), as shown on the floor plan annexed hereto as Exhibit A, and to utilize the Premises for a term commencing on the date (the "Commencement Date") that is the later to occur of (i) September 1, 2015 and (ii) the date Tenant's application to do business in New York is approved by the New York State Department of Health ("NYSDOH") and expiring on the last day of the month preceding the month in which the two (2) year anniversary of the Commencement Date shall occur (the "Expiration Date"), or on such earlier date upon which said term may expire or be canceled or terminated pursuant to any of the conditions or covenants of this agreement or pursuant to law (the "Term"). Landlord is willing to lease the Premises to Tenant during the Term upon the terms contained herein. Notwithstanding the foregoing, this Lease is conditioned on receipt by Tenant of the aforementioned approval from the NYSDOH. If such approval is not received on or before January 1, 2016, this Lease shall be deemed null and void.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the Premises on the terms and provisions of this lease (this "Lease"), except as may be inconsistent with the terms, scope and/or purpose hereof, in the sole judgment of the Landlord.

1. Tenant shall pay to Landlord the following as an occupancy fee for this Lease (the "Fixed Rent") in the amount of One Hundred Thirty Thousand Dollars (\$130,000.00) per annum (\$10,833.33 per month), payable in equal monthly installments in advance of the first day of each month commencing on the Commencement Date through and including the Lease Expiration Date. The foregoing Fixed Rent is subject to adjustment upon final determination of the rentable square footage of the Premises.

2. (a) Landlord shall furnish to Tenant electricity for normal business purposes in the Premises at no additional charge or rental, subject however to future adjustments after the Commencement Date, in the event that there is an increase or decrease in the utility rate schedule or utility or sales taxes thereon pursuant to which electricity shall be furnished to Landlord by the utility company serving the Building in which the Premises are located and the Tenant shall have the right so long as it shall not be in default in the performance of the terms of this Lease to use electricity on an unmetered basis as an additional service.

(b) In order that personal safety and property of the tenants, occupants and Landlord of the Premises may not be imperiled by overtaxing of the capacity of the electrical distribution system of the Premises or of the Building, Tenant agrees that without the prior written consent of Landlord, Tenant shall not make any changes in, or alterations to the electrical system serving the Premises. Tenant shall at all times comply with Landlord's rules and regulations applicable to the service, equipment and wiring requirements of the electricity in the Building.

(c) Landlord shall not be liable to Tenant for any loss, damage or expense resulting from change in the quantity or character of the electric service or its being no longer suitable for Tenant's requirements or due to cessation or interruption of the supply of electricity.

(d) Landlord may, at Tenant's option, furnish and install all replacement lighting, tubes, lamps, starters, bulbs and ballasts required in the Premises, and Tenant shall pay to Landlord, in addition to the Fixed Rent (or shall pay to Landlord's designated contractor) and upon demand, the then established charges therefor.

3. Tenant shall use and occupy the Premises solely in accordance with applicable laws and in accordance with Landlord's rules and regulations for the Building.

4. Landlord shall have the absolute and unqualified right at any time during the Term, upon thirty (30) days' notice to Tenant, to substitute the Premises with other space of approximately the same size in the Building or any other building owned or operated by Landlord or its affiliates in New York City ("Substituted Space"). Notwithstanding such substitution of space, this Lease and all the terms, provisions, covenants and conditions contained in this Lease shall remain and continue in full force and effect. Following any substitution of space pursuant to this paragraph, Landlord and Tenant shall, at the request of either party, promptly execute and deliver an amendment to this Lease setting forth such substitution of space and the changes (if any) in the Fixed Rent and rentable square footage in the applicable places in the Lease.

5. Tenant covenants, warrants and represents to Landlord that no conversations or negotiations were had with any broker or finder concerning this Lease. Tenant agrees to defend, save and hold Landlord harmless from and against any claims for a brokerage commission, finder's fee or similar compensation and against any liability (including reasonable attorneys' fees and disbursements in connection with defending any action or proceeding and also in connection with enforcing this indemnification provision against Tenant) arising out of any conversations or negotiations had by Tenant with any broker or finder concerning this Lease. This paragraph shall survive the expiration or sooner termination of this Lease.

6. Notwithstanding anything contained herein to the contrary, Tenant acknowledges that it has inspected the Premises, is fully familiar with the condition thereof, and agrees to take possession of the Premises on the Commencement Date in their "as-is" condition on the Commencement Date. Landlord shall not be required to perform any alterations or decorations or furnish any materials in or to the Premises in order to suit them for Tenant's occupancy.

7. Tenant will, at its sole cost and expense, maintain and take good care of the Premises, including all fixtures and appurtenances therein, and make all repairs thereto as and when needed to preserve them in good working order and condition. In addition to the foregoing, all damage or injury to the Premises or to any other part of the Building, or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from misuse or negligent conduct or omission of Tenant, its agents, employees, invitees or licensees, will be immediately repaired, at Tenant's sole cost and expense, by Tenant to Landlord's satisfaction (if the required repairs are non-structural in nature and do not affect any Building system), in compliance with law and all applicable legal requirements. Tenant also immediately will repair all damage to the Building and the Premises caused by the moving of its property.

8. Tenant shall not make or cause to be made any alterations, installations, improvements, additions or other physical changes in, to or about the Premises, without the prior written approval of Landlord, which approval may be given or withheld in Landlord's sole discretion.

9. (a) To the fullest extent permitted by law but except to the extent solely due to the gross negligence or willful misconduct of Landlord, any superior lessors and/or superior mortgagees and/or their agents, employees and/or servants (collectively, the "Indemnified Parties"), Tenant agrees to expressly indemnify and hold the Indemnified Parties harmless from and against all claims, liabilities, obligations, damages, penalties, claims, costs and expenses, including, without limitation, bodily injury or death to any person and/or damage to property of any person (including labor law claims) and reasonable attorneys' fees, in connection with or directly or indirectly arising or resulting (or alleged to directly or indirectly arise or result) from any of the foregoing occurring at any time during the Term: (i) any breach by Tenant, Tenant's agents, vendors, contractors, employees, invitees and/or licensees (individually, "Tenant Party" and collectively, "Tenant Parties") of any term of this Lease, (ii) the use or occupancy of the Premises by Tenant and/or any party claiming under Tenant, (iii) any accident or injury occurring in or about the Premises or (iv) any acts, omissions and/or negligence of any Tenant Party, including, without limitation, outside of the Premises but in or about the Building, the common areas of the Building or the areas around the Building. Tenant shall pay to Landlord as additional rent, within ten (10) days following the delivery by Landlord to Tenant of a reasonably detailed bill therefor, sums equal to all amounts payable by Tenant pursuant to the foregoing. Tenant's liability pursuant to the foregoing extends to the acts, omissions and/or negligence of any subtenant and any agent, vendor, contractor, employee, invitee and/or licensee thereof. Nothing in this Lease shall be construed to relieve Landlord from any responsibility to Tenant for any loss or damage caused to Tenant solely by the acts, omissions and/or gross negligence of Landlord; except, however, that Landlord shall not be responsible for any portion thereof which is recovered or recoverable by Tenant from insurance maintained by Tenant covering such loss or damage. It is the intention of Landlord and Tenant that (A) the parties

hereto are allocating between themselves the risk of liability to third parties through the use of the insurance maintained by Tenant and (B) Tenant shall be obligated to indemnify the Indemnified Parties pursuant to the foregoing except to the extent that the Indemnified Parties are solely (i.e., one hundred (100%) percent) responsible therefor.

(b) Tenant agrees to use and occupy the Premises and other facilities of the Building at its own risk and hereby releases Landlord, its agents and employees, from all claims for any damage or injury to the full extent permitted by law.

(c) Tenant agrees that Landlord shall not be responsible or liable to Tenant, its employees, agents, customers or invitees for bodily injury, personal injury or property damage occasioned by the acts or omissions of any other tenant or occupant such tenant's or occupant's employees, agents, contractors, customers or invitees within the Building or within any common areas related to the Building.

(d) Tenant will be required to maintain general liability insurance, written on an occurrence and per location form, including coverage for bodily injury and property damage, professional liability, and workers' compensation at a level that would be considered reasonable in the industry of the Tenant based on the risk associated with characteristics of this Lease and only to the extent permitted by law. Such insurance is to be primary and non-contributory. The general liability policy will include the additional insureds as designated by Landlord. Tenant waives all rights of subrogation against the additional insureds and against their respective agents and employees for damages, for all policies except workers' compensation. Copies of endorsements CG2010 (10/01) and CG2037 (07/04) or their equivalents are required. All insurance policies will remain materially unchanged for the duration of this Lease.

10. Tenant shall, during its use and/or occupancy of the Premises, comply with all laws, orders, ordinances, regulations and requirements of all governmental authorities having jurisdiction over Landlord, Tenant, or the Premises, and upon vacating the Premises, Tenant shall surrender the Premises vacant, broom-clean and in good condition and repair, ordinary wear and tear excepted, in accordance with all of the applicable provisions hereof. Tenant shall remove all leased and owned office equipment and personal property from the Premises. In the event Tenant fails to quit the Premises as provided herein, Landlord may enter the Premises, remove and dispose of all personal property therein with no liability for such removal or disposal, and Tenant shall be liable for all costs incurred by Landlord in connection therewith. Tenant acknowledges that possession of Premises must be surrendered to Landlord upon the expiration, termination or cancellation of this Lease. Tenant shall indemnify, defend and save Landlord harmless from and against any and all liabilities, obligations, damages (including consequential damages), penalties, claims, costs, charges and expenses, including attorneys' fees and disbursements, resulting from any delay by Tenant in so surrendering the Premises, including any claims made by any succeeding occupant or tenant founded on such delay. The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to surrender possession of the Premises on a timely basis as aforesaid will be extremely substantial, will exceed the amount of the Fixed Rent which would be payable under this Lease, and will be impossible to accurately measure. Tenant, therefore, agrees that if possession of the Premises is not timely surrendered to Landlord, then Tenant agrees to pay to Landlord as liquidated damages, and not as a penalty, for each month and for each portion of any month during which Tenant holds over in all or any part of the Premises, a sum equal to two

hundred (200%) percent the amount of the Fixed Rent and any additional rent payable by Tenant under this Lease with respect to the entire Premises during the last month of the Term, which aggregate sum Tenant agrees to pay to Landlord within thirty (30) days after demand therefor, in full without setoff, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over. Such liquidated damages shall not (a) limit Tenant's indemnification obligation founded upon Tenant's failure or refusal to timely surrender the Premises to Landlord or (b) limit Landlord's rights of eviction against Tenant concerning the Premises. Nothing contained herein shall be deemed to authorize Tenant to remain in occupancy of the Premises after the expiration of the Term. Notwithstanding anything to the contrary contained herein, Landlord acknowledges that its rights of reentry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense medical marihuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A Rockefeller Empire State Plaza, Albany, NY, with notification by certified mail of its intent to reenter the Premises or to initiate dispossess proceedings or that the Lease is due to expire, at least thirty (30) days prior to the date on which Landlord intends to exercise a right of reentry or to initiate such proceedings or at least sixty (60) days before expiration of this Lease.

11. Landlord will have no obligation to supply any services to the Premises except as expressly set forth in this Lease. Landlord reserves the right to stop service of electrical, heating, plumbing or other mechanical systems or facilities in the Building when necessary by reason of accident or emergency, or for repairs, additions, alterations, replacements or improvements in Landlord's judgment desirable or necessary to be made, until said repairs, alterations, replacements or improvements shall have been completed and Landlord agrees to use reasonable diligence in making said repairs, alterations, replacements and improvements, provided Landlord shall have no obligation to employ contractors at overtime or other premium rates. Landlord shall have no responsibility or liability for interruption, curtailment, failure or defect in the supply or character of electrical service, or elevator service or plumbing or other mechanical systems furnished to the Premises. The exercise of such right or such failure by Landlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of the Lease Fee or any other amount payable hereunder and shall not entitle Tenant to any compensation or relieve Tenant from any of Tenant's obligations under this Lease, or impose any liability upon Landlord or Landlord's agents by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise. Upon cessation of the condition which prevented Landlord from supplying services to the Premises, Landlord shall reasonably pursue the restoration of such services.

12. Subject to the last two sentences of this Section 12, Landlord and Landlord's agents will have the right throughout the Term upon reasonable advance notice (which may be oral) and at reasonable times, except in the case of an emergency, to enter any portion of the Premises to examine the same (including, without limitation, a right of access at any time of the day or night to read, service, replace and/or otherwise utilize as necessary the electric meters, gas meters, water meters and all other meters and/or other devices which may be housed in the basement space situated in the Premises), to show the same to prospective purchasers, mortgagees or lessees of the Building or any space therein, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable to the Premises or any other portion of the Building, or, at Tenant's sole cost and expense, which Landlord may elect to perform following Tenant's failure

to make repairs or perform any work which Tenant is obligated to make or perform under this Lease. Any work performed or inspection or installations made pursuant to this paragraph shall be made with reasonable diligence and in a manner designed to minimize interference with Tenant's use of the Premises; provided, however, that Landlord will not be obligated to employ contractors or labor at overtime or other premium pay rates or incur any other overtime costs or expenses whatsoever. Notwithstanding the foregoing, Landlord acknowledges and agrees that entry to the Premises is regulated by law. Except in the case of an emergency, no entry to the Premises by Landlord or its agents, employees or contractors, shall be permitted under this Lease until and unless (a) Landlord has given reasonable prior notice to Tenant and (b) Tenant has obtained a written waiver from the NYSDOH permitting such entry. Tenant agrees to use commercially reasonable best efforts to forward all requests for such entry into the Premises to and obtain all applicable waivers from the NYSDOH.

13. Tenant shall not, without the express written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion, display any signage or other advertisement or material on the exterior of the Building or any public areas of the Building, including, without limitation, flags, banners, signs and awnings.

14. This Lease may not be changed, modified, discharged, canceled or waived orally, or in any manner other than by an agreement in writing signed by the parties hereto.

15. This Lease is and shall be subject and subordinate in all respects to ground leases, overriding leases and underlying leases of the Land and/or the Building now or hereafter existing and to all mortgages which may now or hereafter affect the Building (and/or the land on which the Building is situated) and/or such leases, to each and every advance made or hereafter to be made under such mortgages and to all renewals, modifications, consolidations, replacements and extensions of such leases or mortgages. This paragraph shall be self-operative and no further instrument of subordination shall be required.

16. In addition to any and all other rights or remedies provided in this Lease or which Landlord may have at law, in equity or otherwise, in the event that Tenant fails to comply with any obligations imposed upon Tenant hereunder, Landlord will have the right, after ten (10) business days written notice to Tenant for any such non-compliance and Tenant's failure to remedy same within such period (or if such non-compliance cannot be remedied within such ten (10) business day period, Lease's failure to commence within such period and diligently pursue such cure to completion), to terminate this Lease on the date specified by Landlord in such notice as if such date were the date herein fixed for the expiration of the Term and Tenant will immediately quit and surrender the Premises as required hereby.

17. All notices required or desired to be given hereunder by Tenant or Landlord to the other must be in writing and served by (a) certified or registered mail, return receipt requested, (b) reputable overnight courier or (c) hand delivery (against confirmation of delivery). If to Landlord, to the address set forth in the heading of this Lease, Attention: President, with a copy to (i) the same address Attention: Corporate Counsel and (ii) Rosenberg & Estis, P.C., 733 Third Avenue, New York, NY 10017, Attention: Gary M. Rosenberg, Esq. If to Tenant, c/o Royal Realty Corp., One Bryant Park, New York, New York 10036 with a copy to c/o Compassionate

Relief Centers of New York, 15 Plains Road, Cambridge, NY 12816, Attention: Ted Berndt, Co-CEO, COO.

18. Tenant hereby (a) irrevocably consents and submits to the jurisdiction of any Federal, state, county or municipal court sitting in the State of New York in respect to any action or proceeding brought therein by Landlord against Tenant concerning any matters arising out of or in any way relating to this Lease; (b) irrevocably waives personal service of any summons and complaint and consents to the service upon it of process in any such action or proceeding by mailing of such process to Tenant at the address set forth herein; (c) irrevocably waives all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceedings; (d) agrees that the laws of the State of New York shall govern in any such action or proceeding and waives any defense to any action or proceeding granted by the laws of any other country or jurisdiction unless such defense is also allowed by the laws of the State of New York; and (e) agrees that any final judgment rendered against it in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Tenant further agrees that any action or proceeding by Tenant against Landlord in respect to any matters arising out of or in any way relating to this Lease shall be brought only in the State of New York, county of New York. In furtherance of the foregoing, Tenant hereby agrees that its address for notices by Landlord and service of process under this Lease shall be the Premises.

19. TENANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF LANDLORD OR TENANT AGAINST THE OTHER (EXCEPT FOR PERSONAL INJURY OR PROPERTY DAMAGE) ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE. IF LANDLORD SHALL COMMENCE ANY SUMMARY PROCEEDING AGAINST TENANT, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDING (UNLESS FAILURE TO IMPOSE SUCH COUNTERCLAIM WOULD PRECLUDE TENANT FROM ASSERTING IN A SEPARATE ACTION THE CLAIM WHICH IS THE SUBJECT OF SUCH COUNTERCLAIM). MOREOVER, TENANT WILL NOT SEEK TO CONSOLIDATE SUCH PROCEEDING WITH ANY OTHER ACTION WHICH MAY HAVE BEEN OR MAY BE BROUGHT IN ANY OTHER COURT BY TENANT.

20. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Lease is submitted to Tenant on the understanding that it shall not be considered an offer and shall not bind Landlord in any way until (i) Tenant has duly executed and delivered to Landlord duplicate originals of this Lease and (ii) Landlord has executed and unconditionally delivered one of said originals to Tenant.

21. Any and all obligations and/or liabilities of Tenant under this Lease which arise during the Term or which, by the terms hereof, are to be performed after the end of the Term, shall survive the expiration or termination of the Lease.

22. The rights and obligations of the parties hereto shall bind and inure to the benefit of the successors and permitted assigns of the parties. Tenant shall not have the right to sublicense or assign this Lease.

23. Landlord's obligations under this Lease will not be binding upon Landlord after the sale, conveyance, assignment or transfer by Landlord of Landlord's interest in the Building or the real property on which the Building is located, as the case may be, and in the event of any such sale, conveyance, assignment or transfer, Landlord will be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder to the extent that such transferee assumes Landlord's obligations under this Lease, subject to the terms hereof. Neither the partners comprising Landlord, nor the shareholders (nor any of the partners comprising Landlord), partners, directors or officers of any of the foregoing (collectively, the "Landlord Parties") will be liable for the performance of Landlord's obligations under this Lease. Tenant will look solely to Landlord to enforce Landlord's obligations hereunder and will not seek any damages against any of the Landlord Parties. Prior to any such sale, conveyance, assignment or transfer, Landlord's liability for Landlord's obligations under this Lease will be limited to Landlord's interest in the real property and Tenant will not look to any other property or assets of Landlord's or the property or assets of any of the Landlord Parties in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations. After any such sale, conveyance, assignment or transfer, to the extent that the transferee has not assumed Landlord's obligations under this Lease, Landlord's liability for such obligations will be limited to the proceeds of such transfer that Landlord received.

24. Tenant shall not cause or permit Hazardous Materials to be used, transported, stored, released, handled, produced or installed in, on or from, the Premises or the Building, except for Hazardous Materials (such as cleaning and photocopying fluids) that are customarily used in the operation or cleaning of storage premises, provided that such Hazardous Materials are used in compliance with all laws and/or requirements of public authorities. In the event of a breach of the provisions of this paragraph, Landlord shall, in addition to all of its rights and remedies under this Lease and pursuant to law, require Tenant to remove any such Hazardous Materials from the Premises or the Building in the manner prescribed for such removal by all requirements of law. The term "Hazardous Materials" shall mean any flammable, explosive or radioactive materials; hazardous wastes; hazardous and toxic substances or related materials; asbestos or any material containing asbestos; or any other such substance or material; as defined by any federal, state or local law, ordinance, rule or regulation. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

25. Tenant shall keep the Premises and Building free and clear from any and all liens of whatever nature arising out of any work performed, materials furnished and/or obligations incurred by, or on behalf of or under the direction of Tenant.

26. Notwithstanding anything herein to the contrary, Landlord and Tenant agree that neither Landlord nor Tenant shall be liable to the other for (a) consequential, indirect or punitive damages (except holdover damages which are the responsibility of Tenant as expressly provided in this Lease) or (b) damages on account of loss of business, inconvenience or annoyance, in connection with any claims arising under this Lease.

[SIGNATURE PAGE TO FOLLOW]

Kindly indicate your agreement to the foregoing by signing this Lease where indicated below.

Very truly yours,

THE HELENA ASSOCIATES LLC

By: The Durst Manager, LLC, its Manager

By: SRDA Manager, LLC, its Managing
Member

By: 

Name: David Neil

Title: Authorized Signatory

THIS LEASE IS AGREED AND CONSENTED TO
AS OF THE 5th DAY OF JUNE, 2015:

COMPASSIONATE SUNSET LLC d/b/a
Compassionate Relief Centers of New York

By: CS Member LLC, its Manager

By: 

Name: Helena Durst

Title: President

EXHIBIT A

FLOOR PLAN

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

Option Agreement to Lease Real Estate

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledge, Landlord hereby grants the Tenant the Option to Lease the below described Premises on the terms and conditions set forth herein for a total period of five (5) months option period from the execution of this Option Agreement as set forth below.

LANDLORD: McCarthy Brothers Real Estate Holdings, LLC
2121 Essex Road
Williston, Vermont 05495

TENANT: Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York
c/o Royal Realty Corp.
One Bryant Park
New York, New York 10036

PREMISES: Approximately 2,500 square feet of the main floor in the building (Building) located at 285 Tom Miller Road, Plattsburgh, New York 12901, which Premises more particularly described in Exhibit A attached hereto.

NOTICE: If Tenant elects to lease the Premises, Tenant must notify Landlord on or before the last day of the five (5) month option period (the "Notification Date"). Notice must be in writing by certified mail or overnight courier (such as FedEx or UPS) to Landlord at the above address or delivered personally to Landlord. If Tenant does not notify Landlord on or before the Notification Date, Tenant's right to Lease the Property shall terminate.

OTHER PROVISIONS:

1. Commencement Date: Later to occur of (a) September 1, 2015 and (b) receipt by Tenant of approval for registration with the New York State Department of Health.

2. Rent Commencement Date: January 1, 2016, or upon opening for business, whichever is earlier.

3. Expiration Date: December 31, 2021 [Two years from Rent Commencement Date]

4. Tenant's Option To Renew: TO BE DETERMINED

5. Base Rent: Year1: \$10.00 per square foot; Year 2: \$10.50 per square foot.

6. Additional Rent: Tenant agrees that Tenant shall be responsible for the payment of its proportionate share of real property taxes, insurance, utilities and maintenance of the subject property based on the actual square footage to be leased by Tenant in relation to the total square footage of the {WD038422.1}

building in which the lease premises is located.

7. Insurance: Each party shall carry and pay for liability insurance and personal property insurance. Tenant shall provide a certificate of "all risk" or "all perils" liability insurance in an amount of no less than \$1,000,000 with Landlord as named co-insured.

8 Use: The premises shall be used only to manufacture and/or dispense marijuana and to conduct any other aspects of the marijuana business pursuant to a license and regulations issued by the New York State Department of Health.

9. Preparation of Building and Premises:

A. Landlord's Responsibility: Landlord to deliver Premises (a) with all scrap metal not necessary for Tenant's operations, including, without limitation duct work and steam lines (b) vacant, broom clean condition with a roof free of leaks.

B. Tenant's Responsibility: Tenant may make any alterations in the interior or exterior, subject to Landlord's reasonable approval and conditions.

10. Brokerage: Landlord is represented by no broker and Tenant is represented by no broker, and no other real estate brokerage is involved in this transaction. Both parties represent that they have not dealt with any other agents in this transaction.

11. Good Faith Effort; Cooperation: Upon mutual execution of this Letter of Intent, the parties agree that:

A. Landlord and Tenant will proceed to negotiate in good faith a lease agreement substantially reflecting the terms of this Option to Lease.

B. Landlord and Tenant shall continue negotiating in this manner until a final agreement is executed. If said lease is not executed by both parties before January 1, 2016, then this Option to Lease shall be of no further force and effect.

12. Counterparts. This Agreement may be executed in any number of counterparts and via facsimile or electronic transmission and any such copies shall be deemed originals. All such counterparts taken together shall be deemed to constitute one and the same instrument. Signature pages may be detached from counterpart documents and reassembled to form a single executed document.

14. Landlord acknowledges and agrees to the following:

A. The effectiveness of any lease that is executed shall be contingent on Tenant's receipt of the approval referenced above from the New York State Department of Health.

B. The lease shall contain the following provisions:

(i) "Notwithstanding anything to the contrary contained herein, access to the Premises is regulated by the New York State Department of Health. Except in an emergency, no entry by unauthorized persons, including, without limitation, Landlord, shall be permitted without (a) reasonable prior written notice of such intent to enter the Premises and (b) Tenant obtaining a written waiver for the persons requesting entry of the prohibition of unauthorized persons from the New York State Department of Health."

(ii) "Landlord acknowledges that its rights of reentry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Premises medical marihuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson Rockefeller Empire State Plaza, Albany, NY 12237, with notification by certified mail of its intent to reenter the Premises or to initiate dispossession proceedings or that the Lease is due to expire, at least thirty (30) days prior to the date on which Landlord intends to exercise a right of reentry or to initiate such proceeding or at least sixty (60) days before the expiration of the Lease."

15. Option Fee: Tenant shall pay to Landlord a non-refundable fee of \$5,000.00 no later than June 8, 2015, in consideration of Landlord granting the within Option. In the event that Tenant exercises the option to lease the demised premises, the \$5,000 shall be credited toward rent and additional rent due under the Lease to be executed by and between the parties.

AGREED TO BY:

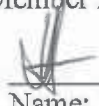
McCarthy Brothers Real Estate
Holdings, LLC, Landlord

By: _____
Name: Todd McCarthy, Member

Date: _____

Compassionate Sunset LLC, Tenant

By: CS Member LLC, its Manager

By: 
Name: Helena Durst
Title: President

Date: June 4, 2015

A. The effectiveness of any lease that is executed shall be contingent on Tenant's receipt of the approval referenced above from the New York State Department of Health.

B. The lease shall contain the following provisions:

(i) "Notwithstanding anything to the contrary contained herein, access to the Premises is regulated by the New York State Department of Health. Except in an emergency, no entry by unauthorized persons, including, without limitation, Landlord, shall be permitted without (a) reasonable prior written notice of such intent to enter the Premises and (b) Tenant obtaining a written waiver for the persons requesting entry of the prohibition of unauthorized persons from the New York State Department of Health."

(ii) "Landlord acknowledges that its rights of reentry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Premises medical marihuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson Rockefeller Empire State Plaza, Albany, NY 12237, with notification by certified mail of its intent to reenter the Premises or to initiate dispossession proceedings or that the Lease is due to expire, at least thirty (30) days prior to the date on which Landlord intends to exercise a right of reentry or to initiate such proceeding or at least sixty (60) days before the expiration of the Lease."

15. Option Fee: Tenant shall pay to Landlord a non-refundable fee of \$5,000.00 no later than June 8, 2015, in consideration of Landlord granting the within Option. In the event that Tenant exercises the option to lease the demised premises, the \$5,000 shall be credited toward rent and additional rent due under the Lease to be executed by and between the parties.

AGREED TO BY:

McCarthy Brothers Real Estate
Holdings, LLC, Landlord

By: 
Name: Todd McCarthy, Member

Date: 6/4/15

Compassionate Sunset LLC, Tenant

By: CS Member LLC, its Manager

By: _____
Name: Helena Durst
Title: President

Date: _____

Option Agreement to Lease Real Estate

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledge, Landlord hereby grants the Tenant the Option to Lease the below described Premises on the terms and conditions set forth herein for a total period of five (5) months option period from the execution of this Option Agreement as set forth below.

LANDLORD: John Magnota
911 North Broadway
White Plains, New York 10603

TENANT: Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York
c/o Royal Realty Corp.
One Bryant Park
New York, New York 10036

PREMISES: 911 Broadway, White Plains, NY 10603
Store K, Comprising approximately 900 rentable square feet
which Premises are more particularly described in Exhibit A attached hereto.

NOTICE: If Tenant elects to lease the Premises, Tenant must notify Landlord on or before the last day of the five (5) month option period (the "Notification Date"). Notice must be in writing by certified mail or overnight courier (such as FedEx or UPS) to Landlord at the above address or delivered personally to Landlord. If Tenant does not notify Landlord on or before the Notification Date, Tenant's right to Lease the Property shall terminate.

OTHER PROVISIONS:

1. Commencement Date: Later to occur of (a) September 1, 2015 and (b) receipt by Tenant of approval for registration with the New York State Department of Health.
2. Rent Commencement Date: January 1, 2016, or upon opening for business, whichever is earlier.
3. Expiration Date: December 31, 2021 [Two years from Rent Commencement Date]
4. Tenant's Option To Renew: One option to renew for a five year term
5. Base Rent:
Year 1: \$3,200 per month
Year 2: \$3,300 per month

6. Additional Rent: Tenant agrees that Tenant shall be responsible for the payment all property taxes, utilities and maintenance of the subject property to the extent not incorporated in the Base Rent. Landlord shall promptly upon lease execution apply to the applicable taxing authority for a 10-year tax moratorium and shall diligently pursue such moratorium.
7. Insurance: Each party shall carry and pay for liability insurance and personal property insurance. Tenant shall provide a certificate of "all risk" or "all perils" liability insurance in an amount of no less than \$1,000,000 with Landlord as named co-insured.
8. Use: The premises shall be used only to manufacture and/or dispense marijuana and to conduct any other aspects of the marijuana business pursuant to a license and regulations issued by the New York State Department of Health.
9. Preparation of Building and Premises:
- A. Landlord's Responsibility: bring the building, including the Premises, to current local building code, with all building systems serving the Premise in good operating order and to deliver vacant, broom clean possession of the Premises to Tenant.
- B. Tenant's Responsibility: Tenant may make any alterations in the interior or exterior, subject to Landlord's reasonable approval and conditions.
10. Brokerage: Landlord is represented by T Square Properties, Inc. (Landlord's Broker) and no other real estate brokerage is involved in this transaction. Landlord shall be responsible to pay any brokerage commission due to Landlord's Broker. Both parties represent that they have not dealt with any other agents in this transaction.
11. Counterparts, Good Faith Effort, Cooperation: This Agreement may be executed in any number of counterparts and via facsimile or electronic transmission and any such copies shall be deemed originals. All such counterparts taken together shall be deemed to constitute one and the same instrument. Signature pages may be detached from counterpart documents and reassembled to form a single executed document. Upon mutual execution of this Letter of Intent, the parties agree that:
- A. Landlord and Tenant will proceed to negotiate in good faith a lease agreement substantially reflecting the terms of this Option to Lease.
- B. Landlord and Tenant shall continue negotiating in this manner until a final agreement is executed. If said lease is not executed by both parties before January 1, 2016, then this Option to Lease shall be of no further force and effect.

JAM 12
14. Landlord acknowledges and agrees to the following:

A. The effectiveness of any lease that is executed shall be contingent on Tenant's receipt of the approval referenced above from the New York State Department of Health.

B. The lease shall contain the following provisions:

(i) "Notwithstanding anything to the contrary contained herein, access to the Premises is regulated by the New York State Department of Health. Except in an emergency, no entry by unauthorized persons, including, without limitation, Landlord, shall be permitted without (a) reasonable prior written notice of such intent to enter the Premises and (b) Tenant obtaining a written waiver for the persons requesting entry of the prohibition of unauthorized persons from the New York State Department of Health."

(ii) "Landlord acknowledges that its rights of reentry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Premises medical marihuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson Rockefeller Empire State Plaza, Albany, NY 12237, with notification by certified mail of its intent to reenter the Premises or to initiate dispossession proceedings or that the Lease is due to expire, at lease thirty (30) days prior to the date on which Landlord intends to exercise a right of reentry or to initiate such proceeding or at least sixty (60) days before the expiration of the Lease."

AGREED TO BY:

John Magnotta, Landlord

By: John Magnotta
Name:
Title: Principal

Date: 6/4/15

Compassionate Sunset LLC, Tenant

By: CS Member LLC, its Manager

By: [Signature]
Name: Helena Durst
Title: President

Date: June 4, 2015

{WD038427.1}

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Exhibit A

T Square Properties, Inc.

T Square Properties, Inc.

T Square Properties, Inc.

T Square Properties, Inc.

Available for Lease



Sir John's Plaza
911 North Broadway
North White Plains, NY

Retail Strip Center
8,800 SF – Leasable Area

Great Retail Location

SPACE AVAILABLE:

- 800 – 900 square feet – several storefronts
- Heavily trafficked area with great visibility
- Good parking
- Other tenants include:
 - Italian Restaurant
 - Deli
 - Hair Salon
 - Dry Cleaners / Tailor

Location Map



DEMOGRAPHICS FOR 911 North Broadway (2013)

	<u>1 MILE</u>	<u>3 MILES</u>	<u>5 MILES</u>
Population			
Adults	5,438	65,822	129,685
Median HH Income	\$104,929	\$75,071	94,926
Avg. HH Income	\$117,464	\$94,172	\$114,718

For Details Please Contact



T Square Properties, Inc.

(914) 328-7511 www.tsquareproperties.com

Listed subject to errors, omissions, change of price, prior sale or withdrawal without notice.

T Square Properties, Inc.

T Square Properties, Inc.

T Square Properties, Inc.

T Square Properties, Inc.

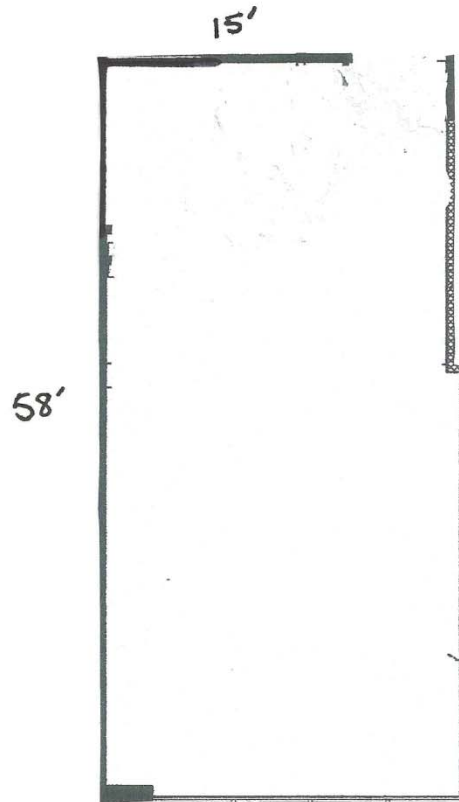


T SQUARE PROPERTIES, INC

56 Lafayette Avenue
White Plains, NY 10603

(914) 328-7511
Fax 328 1416
www.tsquareproperties.com

Sir John's Plaza
911 North Broadway
Store K
900 square feet



PICOTTE COMPANIES

Lease Agreement

Landlord: Delta Properties, LLC

Tenant: Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York

Location/Property: 1 Park Place, Albany, New York

Date of Lease Preparation: May 29, 2015

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Exhibit B Work Letter

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Exhibit I

Contractors Rules and Regulations

This Lease

made as of the 29 day of May, 2015

Between

Landlord

and

Tenant

Delta Properties, LLC

20 Corporate Woods Blvd., Suite 600
Albany, NY 12211

Landlord is a limited liability corporation organized under the laws of New York, with principal offices at 20 Corporate Woods Boulevard, Suite 600 Albany, New York 12211

**Compassionate Sunset, LLC d/b/a
Compassionate Relief Centers of New
York
c/o Compassionate Relief Centers of
New York, Inc.**

15 Plains Road
Cambridge, NY 12816

Tenant is a limited liability company organized under the laws of New York with principal offices at c/o Compassionate Relief Centers of New York, Inc. 15 Plains Road Cambridge, NY 12816

Witnesseth:

In consideration of the mutual covenants, Landlord hereby leases to Tenant the premises described below upon the terms and conditions specified:

SECTION 1.0 BASIC LEASE PROVISIONS

1. Premises

- 1.1 The Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following space:
777 rentable square feet (Premises) as shown cross-hatched on the attached floor plan (Exhibit A) on the first floor of the building known as 1 Park Place.
- 1.2 Tenant's proportionate share of the Building is 0.78% calculated as follows:
Tenant's rentable square footage 777, divided by rentable square footage for the Building 98,986.
- 1.3 Landlord warrants that the rentable square footage set forth in this Lease is in accordance with currently applicable standards of the Building Owners and Managers Association ("BOMA Standards").

2. Common Areas

Tenant and its agents, employees, and invitees have the non-exclusive right with others designated by Landlord to the free use of the common areas in the Building and of the land (Land) on which the Building is located for the common areas' intended and normal purpose. Common areas include elevators, sidewalks, parking areas, driveways, hallways, stairways, public bathrooms, common entrances, lobby, and other similar public areas and access ways. Landlord may change the common areas if the changes do not materially and unreasonably interfere with Tenant's access to the Premises or use of them.

3. Term

- 3.1 The term of this Lease shall be for a period of two (2) years commencing on the date (the "Commencement Date") which is the later to occur of (a) Tenant obtaining the registration described in Section 3.2 below (b) and September 1, 2015.
- 3.2 This Lease is contingent on the Tenant obtaining a registration as a registered organization in the New York Medical Marijuana Program by the New York State Department of Health.
- 3.3 Provided tenant is not in default beyond any cure period, has not materially changed its use of the premises or had a material negative change in its financial condition and after any required notice, Tenant may renew this Lease for one (1) extension term of two (2) years each on the same terms and conditions as during the original term except Base Rent, which shall be increased to \$16.00 per rentable square foot, being \$12,432 per year, payable monthly at the rate of \$1,036. The terms and conditions of the lease applicable at the expiration date will govern the extended term.

SECTION 2.0 RENT AND SECURITY

4. Base Rent

Tenant will pay Landlord, during the term hereof, the annual rental ("Base Rent") as follows:

Beginning with the Commencement Date, Tenant shall pay Base Rent in the amount of \$14.00 per rentable square foot of the Premises per year, being \$10,878 per year, payable monthly at the rate of \$906.50 during the initial term.

Base Rent shall be payable, without demand or notice, in equal monthly installments on the first of each and every month, in advance, without off-set, recoupment or deduction of any kind. Base Rent for the first month, or partial month, or a prorated amount if less than an entire month, shall be due within ten (10) days after execution of this Lease. Base Rent for any partial month shall be prorated on a per diem basis (based on actual days in the partial month).

5. Additional Rent

- 5.1 All electricity consumed (e.g., for lighting, heating, cooling, operation of business equipment/computers) in the demised premises shall be paid for by the Tenant. Tenant shall also pay its pro-rata share of common area electric. Charges shall be billed based upon:

**Demised
Premises**

**Common
Area**

☐
☐
☐
☐
☒

☐
☐
☐
☐
☒

Separate utility meter

Separate sub-meter

Pro-rated utility meter

Pro-rated sub-meter

Fixed rate of \$1.45 per rentable square foot per year, billed monthly.
Rate to be increased annually on July 1 based on the change in the
Consumer Price Index for Northeast Utilities. All
Urban Consumers, Northeast Area (non-seasonally adjusted) for
the prior calendar year.

Where a separate utility meter is indicated, Tenant shall establish an account and make payments directly to the utility company. The Tenant is responsible for any security deposit that may be required by the utility company. Tenant shall cooperate with Landlord by providing information necessary to monitor energy usage through the utilities website, including but not limited to execution of a consent letter with utility company (Exhibit H).

Landlord may include in electrical costs the cost of energy savings related improvements or any other costs which can reasonably be expected to reduce electrical costs with such cost being recovered over the period which a qualified person such as an engineer or architect shall estimate as the "payback" period. The "payback" period is the time over which estimated expense savings shall equal the cost of obtaining said savings. By way of example: If the aggregate costs of such energy savings related improvement are \$10,000, the projected annual savings are \$2,500 and the payback period for such energy savings related improvement is forty-eight (48) months, then Landlord may include \$2,500 of the aggregate costs of such energy savings related improvement in electrical costs for four consecutive years commencing with the first month following the month in which such energy savings related improvement is completed and placed in service.

5.2 The Tenant shall pay as additional rent its accrued pro-rata share of increases in real estate taxes as paid by Landlord subject to the following terms and conditions:

- (a) The "base year" for real estate taxes shall be calendar year 2015.
- (b) Real Estate Taxes are defined as all real property taxes levied or assessed and paid against the land and building of which the demised premises form a part.
- (c) Base Year Real Estate Taxes means the Real Estate Taxes accrued for the base year adjusted to reflect full assessment without abatement.

Examples (for illustrative purposes only – not actual tax figures)

Base Year = 2008

School tax 7/07 – 6/08 = \$40,000

School tax 7/08 – 6/09 = \$42,000

Assumption #1: Base year at full assessment

Base Year School Tax = (\$40,000 x 6/12) + (\$42,000 x 6/12) = \$41,000.

Assumption #2: Base year at 80% of full assessment, current tax bill at full assessment.
Base Year School Tax = \$41,000/.8 = \$51,250.

- (d) Landlord shall submit to Tenant an accounting of its pro-rata share of additional rent due for increases in real estate taxes over Base Year Real Estate Taxes as paid. The accounting shall include a copy of the original tax bill paid by Landlord. General Tax is generally paid in January (with the exception of certain villages) and School Tax in September. No additional rent will accrue during the initial twelve months of the lease.
 - (e) Landlord shall have the right to require Tenant to make estimated monthly payments on account of the respective amounts Tenant will be obligated to pay pursuant to this Article for real estate taxes. If so exercised, Landlord shall submit to Tenant a statement setting forth that one-twelfth (1/12th) of additional real estate taxes paid over the Base Year Real Estate Taxes be added or deducted from the monthly rental then in effect. As future bills are paid in accordance with 5.2(d), the accounting will reflect the estimated payments required by this Article.
 - (f) If Tenant shall have paid additional rent on account of contested Real Estate Taxes and Landlord thereafter receives a refund of such taxes, Tenant shall receive a pro-rata share of such refund (net of reasonable expenses).
- 5.3 The Tenant shall pay as additional rent its pro-rata share of increases in “Building Operating Expenses” incurred by Landlord in the operation of the Property during each Operating Year, subject to the following terms and conditions.
- (a) The “base year” for “Building Operating Expenses” shall be calendar year 2015. Each subsequent calendar year shall be considered the current “operating year”.
 - (b) Property means the Building, its equipment and systems, land and land improvements.
 - (c) Building Operating Expenses are defined as all reasonable costs and expenses incurred by or on behalf of Landlord in operating, maintaining, repairing, protecting and managing the Property in accordance with generally accepted accounting practices consistently applied (except as modified by 5.3(c)(5)), including:
 - (1) Salaries and other reasonable compensation (and related payroll taxes) of personnel engaged in the direct operation, maintenance, repair or management of the Property, including payroll taxes and other fringe benefits related thereto;
 - (2) Services of independent contractors, including but not limited to engineers, mechanics, electricians, plumbers, window cleaners;
 - (3) The purchase, cleaning and replacement of uniforms for employees;
 - (4) Repairs and maintenance of the Property and the cost of supplies, tools, materials, equipment and parts, but not items that would normally be capitalized under generally accepted accounting principles;
 - (5) Repairs and maintenance as per 5.3(c)(4) which are includable as expenses under generally accepted accounting principles but are non-recurring on a year to year

basis and which are significant in nature (as determined by the Landlord) shall be amortized over a reasonable period including:

3 Years

Parking lot striping and seal coating
Walk off mats

5 Years

Painting and redecorating
Parking deck sealing
Full building light bulb replacement

10 Years

Exterior caulking
Duct cleaning

- (6) Insurance on the Property and for employees specified in 5.3(c)(1) including:
 - All risk property coverage with full replacement protection.
 - Commercial general liability coverage and umbrella and excess liability coverage of \$50 million.
 - Energy equipment (boiler and machinery) coverage.
 - Workers' compensation, disability, employer's liability, fidelity, life and health, etc.
 - Equipment and auto coverage.
 - Other insurance as is customary for operators of first class office properties;
 - (7) Costs incurred for inspection and servicing, including all outside maintenance contracts necessary or proper for the maintenance of the Property, including janitorial, rubbish removal and recycling, exterminating, water treatment, elevator, lawn care and landscaping, snow and ice removal, parking lot (deck maintenance);
 - (8) Costs incurred for electricity (not otherwise reimbursed), water and sewer, gas, fuel, telephone and internet service, or other utilities;
 - (9) Cost of energy saving or similar equipment or any other cost which can reasonably be expected to reduce other operating expense with such cost being recovered over the period which a qualified person such as an engineer or architect shall estimate as the "pay back" period. The "pay back" period is the time over which estimated operating expense savings shall equal the cost of obtaining said savings;
 - (10) License, permit and inspection fees (except for construction or alterations);
 - (11) Other costs reasonably necessary to operate, repair, manage and maintain the Property in a first class manner and condition.
- (d) Notwithstanding Article 5.3(c) Building Operating Expenses exclude:
- (1) Real Estate Taxes as defined in Article 5.2;

- (2) Leasing commissions and other expenses applicable to leasing, renovating or improving for a particular tenant;
 - (3) Depreciation and amortization on the Building, except as expressly permitted elsewhere in the Lease;
 - (4) Overhead and profit and costs paid to affiliates of Landlord to the extent they exceed competitive costs;
 - (5) Interest;
 - (6) Compensation of administrative and executive staff;
 - (7) Costs, fines or penalties (unless caused by Tenant);
 - (8) Costs related to hazardous wastes unless ordinary and necessary (i.e., light bulb and ballast recycling);
 - (9) Federal, state or local income taxes.
- (e) If 90% or less of the rentable square footage in the Building is occupied, on average, in the base year or any operating year subsequent to the base year, then Building Operating Expenses shall be established by the Landlord as if such Building were occupied to the extent of 90% of the rentable square footage therein during both the base year and the operating year being measured. If the building is occupied at greater than 90% during the base year and operating year than actual expenses shall be used without gross up. Only those expenses that are affected by variations in occupancy levels, as reasonably determined by Landlord, shall be grossed up.
- (f) If during any operating year the Landlord eliminates, reduces, or adds a material operating expense relative to the base year, the component shall be adjusted, accordingly, in the base year to fairly reflect the true change in cost over the base year.
- (g) Within one hundred eighty (180) days following the end of the twelve (12) month period subsequent to the “base year,” and each Operating Year thereafter, Landlord will deliver to Tenant detailed statements setting forth the amount payable as additional rent, “Building Operating Expenses” incurred during the “base year” and “Building Operating Expenses” for the most current Operating Year. Tenant’s pro-rata share shall be calculated commencing with the first anniversary of the lease commencement (i.e. no additional rent shall accrue for the first twelve months of the Lease). Payment shall be due from Tenant within thirty (30) days of receipt. During a period of ninety (90) days after receipt of the statements, Tenant shall have a right to inspect Landlord’s books and records, during normal business hours, for the purpose of verifying the statements.

Tenant may contest Landlord’s computations, in whole or in part, by giving Landlord written notice no later than ten (10) days after the expiration of the 90 day inspection period. Objections will be disposed of by mutual agreement or three party arbitration. Landlord agrees to reimburse or credit Tenant within five days after final determination if Tenant prevails.

Within thirty (30) days of final determination of the computation of the Tenant's pro rata share of the increase, Tenant shall reimburse Landlord for said increase. In addition, one-twelfth (1/12th) of the amount of said increase, at the Landlord's discretion, shall be added to the monthly rentals due during the subsequent year. Retroactive monthly additions shall be paid with the first monthly rental due following final determination.

For each subsequent operating year through the remainder of the lease term, Landlord shall submit a statement of Operating Expenses to the Tenant which shall be subject to the same inspection and payment terms stated above, adjusted for pre-paid installments.

In no event shall any adjustment result in a reduction in rent below the rent in the first year of the Lease.

- 5.4 The Tenant shall reimburse the Landlord for any cost it incurs for checks returned or payments rejected for insufficient funds plus a \$10 processing fee.

6. Security Deposit

- 6.1 Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord the sum of one thousand dollars (\$1,000.00) as a "Security Deposit." The security deposit shall be security for the performance by Tenant of all Tenant's obligations, covenants, conditions and agreements under this Lease.
- 6.2 Tenant shall have the right to deposit and maintain the Security Deposit as an irrevocable commercial standby letter of credit in form and substance acceptable to Landlord.

Landlord's willingness to accept a Letter of Credit in lieu of cash is an accommodation to Tenant and Tenant bears all risk of issuer being unable to honor a proper presentment thereon.

- 6.3 In the event of any default beyond applicable notice and cure period by Tenant hereunder during the Lease Term, Landlord shall have the right, but shall not be obligated, to use, apply or retain all or any portion of the Security Deposit for (a) the payment of any rent as to which Tenant is in default beyond applicable notice and cure periods, or (b) the payment of any amount which Tenant may be obligated to pay to repair physical damage to the Premises or the Building pursuant to this Lease, or (c) the payment of any amount which Tenant may be obligated to pay for the compensation to Landlord for any losses incurred by reason of Tenant's default beyond applicable notice and cure periods, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the Security Deposit is so used or applied, then within ten (10) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease. The Security Deposit is not a measure of damages or liquidated damages, and Landlord's use of the Security Deposit is not a waiver of its other rights and remedies. Provided Tenant is not in default hereunder, Landlord shall return the Security Deposit to Tenant, less such portion thereof as Landlord shall have applied or be entitled to apply to satisfy any default beyond applicable notice and cure periods by Tenant hereunder which remains uncured at such time, after the last to occur of the making of the payment of the final Operating Year's increase in Annual Operating Charges and/or Real Estate Taxes under Section 5, or within forty-five (45) days following the later to occur of the expiration of the Lease Term of the vacating and surrendering of the Premises by Tenant to Landlord.

- 6.4 In the event of the sale or transfer of Landlord's interest in the Building, Landlord shall have the right to transfer the Security Deposit to the transferee of Landlord's interest, in which event Tenant shall look only to the new landlord for the return of the security deposit, and the transferor Landlord shall thereupon be released from all liability to Tenant for the return of the Security Deposit. Tenant hereby acknowledges that Tenant will not look to the holder of any Mortgage encumbering the Building or the Property for return of the Security Deposit if such holder or its successors or assigns shall succeed to the ownership of the Building or Property whether by foreclosure or deed in lieu thereof, except if and to the extent the Security Deposit is actually received by such holder.
- 6.5 Without limiting Landlord's other rights and remedies provided for in this Lease, Landlord shall have the right to increase the Security Deposit if Tenant is in default beyond applicable notice a cure periods under this Lease more than three (3) times within any twelve (12) month period, irrespective of whether or not such default is cured. Landlord may increase the Security Deposit to an amount not in excess of three times the original Security Deposit amount. Such increase shall be paid by Tenant within five (5) business days after written demand by Landlord.

7. Late Fees

If Tenant fails to make any payment of rent or additional rent within five (5) business days of the date such payment is due and payable, Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such payment, together with interest on said overdue amount from the due date until paid at the rate of eighteen percent (18%) per annum or such lesser rate as may be the maximum allowed by applicable law. Such late charges and interest shall constitute additional rent due hereunder, shall be paid within (10) business days after demand therefore by Landlord and shall be in addition to all other rights and remedies provided to Landlord in this Lease. Notwithstanding the foregoing, Tenant shall not be subject to the foregoing for the first late payment in any twelve (12) month period, provided such payments paid after the expiration of applicable notice and cure period for same.

SECTION 3.0 PROPERTY USE AND SERVICES

8. Landlord's Services

- 8.1 Landlord agrees to furnish and maintain at the Landlord's expense:
- (a) Access to the premises twenty-four (24) hours a day, seven (7) days a week;
 - (b) Passenger elevator service twenty-four (24) hours a day, seven (7) days a week. Landlord shall have the right to remove elevators from service as may be required for servicing or maintaining the elevators and/or the Building; provided, however, that Landlord will also provide at least one elevator subject to call for all tenants in general.
 - (c) Heat, ventilation and air conditioning ("HVAC") during normal business hours. If Tenant requires air-conditioning or heat beyond the normal hours of operation set forth herein, Landlord will furnish such air conditioning or heat provided Tenant gives Landlord sufficient advance notice of such requirement, and Tenant hereby agrees to pay for such extra service in accordance with Landlord's reasonable estimate of costs for such extra service.

- (d) Maintenance of the building and its common areas as a first class office building.
 - (e) Lighting to provide 75 foot candles at desk height.
 - (f) Hot and cold potable water for normal office use.
 - (g) One chilled drinking fountain per floor.
 - (h) A reasonable number of electrical outlets.
 - (i) Venetian blinds on all windows.
 - (j) Adequate directory in the lobby.
- 8.2 The normal hours of operation of the Building will be 7:00 a.m. to 6:00 p.m. on Monday through Friday (except legal holidays). There will be no normal hours of operation of the Building on Sunday or legal holidays, and Landlord shall not be obligated to maintain or operate the Building at such times unless special arrangements are made by Tenant.
- 8.3 It is understood and agreed that Landlord shall not have any liability whatsoever to Tenant as a result of Landlord's failure or inability to furnish any of the utilities or services required to be furnished by Landlord hereunder, whether resulting from breakdown, removal from service for maintenance or repairs, strikes, scarcity of labor or Hazardous Materials, acts of God, governmental requirements or from any other cause beyond the Landlord's control.

9. Use of Premises

Tenant shall use and occupy the Premises solely for a dispensary of medical marihuana, general office purposes, uses ancillary thereto, and for no other use or purpose. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance or unreasonable annoyance to Landlord or other tenants of the Building.

10. Tenant's Care of Premises

Tenant shall take good care of the premises and fixtures, make good any injury or breakage done by Tenant or Tenant's agents, employees or visitors, and shall quit and surrender said premises at the end of said term in as good condition as the reasonable use thereof will permit; shall not make any additions, alterations or improvements in said premises, or permit any additional lock or fastening on any door, without the written consent of Landlord; and all alterations, partitions, additions, or improvements, which may be made by either of the parties hereto upon the premises, shall be the property of Landlord, and shall remain upon and be surrendered with the premises, as a part thereof, at the termination of this Lease, without disturbance, molestation or injury unless otherwise directed by Landlord pursuant to Section 11.3 hereof.

11. Alterations

- 11.1 (a) Tenant will not make or permit anyone to make any alterations, decorations, additions or improvements (herein referred to collectively as "Alterations"), structural or otherwise, in or to the Premises or the Building without the prior written consent of the Landlord,

which shall not be unreasonably withheld. When granting its consent, Landlord may impose any conditions it deems appropriate, including without limitation, the approval of plans and specifications, approval of the contractor or other persons to perform the work, and the obtaining of a performance bond in an amount specified by Landlord and specified insurance. All Alterations permitted by Landlord must conform to all rules and regulations established from time to time by the Board of Fire Underwriters having jurisdiction or any similar body exercising similar functions, and to all laws, statutes, ordinances, codes, rules, regulations and requirements of the federal and/or state, county, municipal or other applicable governments. Without limiting the foregoing, all cable installed by or for Tenant, must be tagged with an identification tag or other distinguishing mark to clearly identify it as relating to Tenant and/or the Premises, and Landlord must be given notice of the location of all such cable as and when it is installed. Tenant and Tenant's contractors shall abide by Landlord's "Contractor Rules and Regulations".

- (b) As a condition precedent to such written consent of Landlord, Tenant agrees to obtain and deliver to Landlord written, unconditional waivers of mechanic's and material men's liens against the Building and the Land from all work, labor and services to be performed, and any materials supplied, in connection with any Alterations. It is further understood and agreed that any Alterations, other than those made by Landlord directly, shall be conducted on behalf of Tenant and not on behalf of Landlord, and that Tenant shall not be deemed to be the agent of Landlord. It is further understood and agreed that in the event Landlord shall give its written consent to the making of any Alterations, such written consent shall not be deemed to be an agreement or consent by Landlord to subject its interest in the Premises, or any leasehold or other interest of Tenant in the Premises, the Building or the Land, to any mechanic's or material men's liens which may be filed in connection therewith. If, notwithstanding the foregoing, any mechanic's or material men's lien is filed against the Premises, Tenant's interest therein, the Building and/or the Land for work claimed to have been done for, or materials claimed to have been furnished to, the Premises or to Tenant, such lien shall be discharged by Tenant within five (5) days after notice, at Tenant's sole cost and expense, by the payment thereof or by the filing of a bond. If Tenant shall fail to discharge any such mechanic's or material men's lien, Landlord may, at its sole option, discharge such lien and treat the cost thereof (including attorney's fees incurred in connection therewith) as additional rent payable with the next Fixed Monthly Rent payment falling due. It is expressly agreed that such discharge by Landlord shall not be deemed to waive or release the default of Tenant in not discharging such lien.

- 11.2 Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, suits, actions, proceedings, liens, liabilities, judgments, damages, losses, costs and expenses (including, without limitation, attorneys' fees) based on or arising directly or indirectly by reason of the making of any Tenant Alterations Improvement Work. If any Tenant Alterations are made without the prior written consent of Landlord, Landlord shall have the right to remove and correct such changes and to restore the Premises and the Building to their condition immediately prior thereto, and Tenant shall be liable for all expenses incurred by Landlord in connection therewith.
- 11.3 Alterations to the Premises or the Building (except for personal property solely owned by Tenant), made by either party shall immediately become the property of Landlord and shall remain upon and be surrendered with the Premises as part thereof at the end of the Lease Term except that (a) if Tenant is not in default beyond applicable notice and cure periods under this Lease, Tenant shall have the right to remove, prior to the expiration of the Lease Term, all

movable furniture, furnishings and equipment installed in the Premises solely at the expense of the Tenant, and (b) Landlord shall have the right to require Tenant to remove all Tenant Improvement Work and Alterations at the end of the Lease Term at the sole cost of Tenant, provided that Landlord shall have designated in writing that the removal of such Alteration is required at the time such Alteration is approved thereby. Unless Landlord otherwise specifically agrees in writing at or prior to the installation of the same, all data and communications cabling and equipment installed in the Premises or the Building for the exclusive use of Tenant, whether originally installed by Landlord or Tenant, shall be removed by Tenant at its own cost and expense upon the expiration or termination of the Lease Term. All damage and injury to the Premises or to the Building caused by such removal shall be repaired by Tenant, at Tenant's sole expense. If such property of Tenant is not removed by Tenant prior to the expiration or termination of this Lease, the same shall be deemed to have been abandoned by Tenant and shall be surrendered with the Premises as a part thereof, which property may be retained by Landlord or disposed of at Tenant's expense. Tenant's obligation to pay for any costs incurred by Landlord for the disposal of such abandoned property shall survive the expiration or earlier termination of this Lease.

12. Rules and Regulations

- 12.1 Tenant and its agents, employees, invitees and subtenants shall at all times abide by and observe the rules and regulations promulgated by Landlord and attached hereto as Exhibit D. In addition, Tenant and its agents, employees, invitees and subtenants shall abide by and observe all other rules or regulations that Landlord may promulgate from time to time for the operation and maintenance of the Building, provided that notice thereof is given to Tenant and such rules and regulations are not inconsistent with the provisions of the Lease.
- 12.2 Landlord shall not be liable to Tenant for the violation of such rules or regulations or lease by any other tenant or its employees, agents, invitees or subtenants.

13. Compliance with Laws

- 13.1 Tenant shall comply with all present and future laws, statutes, ordinances, codes, rules, regulations, and orders of the United States of America and any other public or quasi-public authority having jurisdiction over the Premises.
- 13.2 Notwithstanding anything to the contrary contained herein, Landlord acknowledges and agrees that its rights of reentry into the Premises do not confer on it the authority to manufacture and/or dispense on the Premises medical marijuana in accordance with Article 33 of the Public Health Law and agrees to provide New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the Premises or to initiate dispossession proceedings or the Lease is due to expire, at least thirty (30) days prior to the date on which Landlord intends to exercise a right of reentry or institute such proceeding or at least sixty (60) days before the expiration of this Lease.

14. Environmental Compliance

- (a) Tenant shall not use any portion or all of the Property for the use, generation, treatment, storage or disposal of "toxic substances," "contaminants," "pollutants," hazardous materials," "hazardous waste," "hazardous substances" or "oil" (collectively, "Hazardous Materials"), as

such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., as amended, and any and all other environmental statutes which regulate the use of hazardous and/or dangerous substances, and the regulations promulgated thereunder and any and all state and local laws, statutes, codes, ordinances, rules and regulations, without the express prior written consent of Landlord, and then only to the extent that the presence and/or discharge of the Hazardous Materials is (i) properly licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations and (ii) in compliance with any terms and conditions stated in said prior written approval by Landlord. Notwithstanding the foregoing, Tenant may use such Hazardous Materials as are used for ordinary office purposes in the ordinary course of Tenant's business, provided that such use is in accordance with all applicable statutes, laws, codes, ordinances, rules and regulations, and any manufacturer's instructions. Tenant shall be solely responsible for removing all such permitted Hazardous Materials from the Property at Tenant's sole cost and expense, and Landlord shall have no liability or obligation with respect thereto. Notwithstanding the permitted use of certain Hazardous Materials, Tenant may not discharge any Hazardous Materials except as provided by applicable statutes, laws, codes, ordinances, rules and/or regulations, and specifically may not discharge any Hazardous Materials in any public sewer or any drain and/or drainpipe leading or connected thereto. Tenant shall promptly give written notice to Landlord of any communication received by Tenant from any governmental authority or other person or entity concerning any complaint, investigation or inquiry regarding any use, generation, treatment, storage or disposal (or alleged use, generation, treatment, storage or disposal) by Tenant of any Hazardous Materials. Landlord shall have the right (but not the obligation) as an Operating Expense to conduct such investigations or tests (or both) as Landlord shall deem necessary with respect to any such complaint, investigation or inquiry, and Tenant, at its expense, shall take such action (or refrain from taking such action) as Landlord may request in connection with such investigations and tests by Landlord. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be liable for any Hazardous Materials existing in the Building or Premises on or before Commencement Date hereof.

- (b) Landlord represents and warrants that it has no knowledge of mold in the Building. In the event that Tenant hereafter obtains actual knowledge of mold in the Building or that Landlord hereafter obtains actual knowledge of mold in the Building and believes that such mold could have an adverse effect on the health of any person of normal susceptibility in the Premises, the party with such knowledge shall promptly notify the other party. The Landlord shall then attempt in good faith to address any health concerns relating thereto and ameliorate the same consistent with the then-current state of scientific knowledge and industry standard in comparable buildings.
- (c) Notwithstanding anything in this Lease to the contrary, Tenant shall not materially adversely affect the indoor air quality of the Premises or the Building. Tenant shall reimburse the Landlord for the cost of indoor air quality testing if it is determined that the air quality was adversely affected by the introduction of irritants from the Tenant's operations.
- (d) This Section shall survive the expiration or termination of this Lease.

15. Quiet Enjoyment

Landlord covenants that it has the right to make this Lease for the Lease Term and that if Tenant shall pay all rent when due and punctually perform all of the covenants, terms, conditions and agreements of

this Lease to be performed by Tenant, Tenant shall have the right, during the Lease Term, to freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord, subject to the provisions of this Lease.

16. Subordination and Non-Disturbance

- 16.1 (a) This Lease and Tenant's interest hereunder is and shall remain subject and subordinate to the lien of any and all current and future "Mortgages" (which shall include mortgages, deeds of trust, deeds to secure debt, similar security instruments and "Mortgagee" shall mean the holder or beneficiary or secured party under any Mortgage), and ground leases which may now or hereafter encumber the Building and/or the Land, or any part thereof, and to all and any renewals, extensions, modifications, recasts or refinances thereof. The foregoing subordination and/or superiority shall be automatic and shall not require execution of a separate instrument of subordination or superiority to be effective; however, in confirmation thereof, Tenant shall, within ten (10) days after Landlord's request, execute any requisite or appropriate certificate or other document. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or other document required by this clause for or on behalf of Tenant.
- (b) In any case, such ground lessor, Mortgagee, landlord or successor shall not be: bound by any prepayment on the part of Tenant of any Rent for more than one month in advance; bound by the payment of any security deposit except to the extent actually received by it; liable for any default (except of a continuing nature), act or omission of any prior landlord; subject to any counterclaims, defenses or offsets which Tenant might have against any prior landlord; or bound by this Lease or any amendment or modification of this Lease unless Landlord's ground lessor or Mortgagee, as may be applicable, at the applicable time had approved the same in writing.
- 16.2 Tenant agrees that in the event any proceedings are brought for the foreclosure of any Mortgage encumbering the Building, the Land, or any part thereof, or the termination of any ground lease affecting the Building, the Land, or any part thereof, Tenant shall be deemed to automatically attorn to the purchaser at such foreclosure sale or to any ground lessor, as the case may be, and shall recognize such party as Landlord under this Lease, and Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event any such foreclosure proceeding or termination is prosecuted or completed. The foregoing attornment does not abrogate, limit or otherwise affect the rights of any Mortgagee or ground lessor whose Mortgage or ground lease is superior to this Lease or of any purchaser at a foreclosure sale pursuant to such a Mortgage.
- 16.3 Tenant agrees to simultaneously furnish to any ground lessor and/or Mortgagee of which Tenant has notice copies of any default or other notices delivered by Tenant to Landlord in connection with this Lease, and no such notice shall be effective against such ground lessor or Mortgagee unless and until a copy of it is sent to each such ground lessor or Mortgagee. Each such ground lessor and Mortgagee shall have the right (but not the obligation) to cure any default by Landlord within the same time period afforded to Landlord to cure any such default, plus such additional period of time thereafter as may be reasonably necessary for such ground lessor or Mortgagee to cure such default, including (without limitation) any period necessary for such

ground lessor or Mortgagee to obtain possession of the Property, if required, in order to cure such default.

17. Estoppel Certificates

Landlord and Tenant each agrees, at any time from time to time, upon not less than ten (10) business days' prior written notice by the other party, to execute, acknowledge and deliver to the requesting party a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications); (b) stating whether such Tenant has taken possession of the Premises; (c) stating whether Tenant has sublet all or any part of the Premises or assigned this Lease in whole or in part; (d) stating whether any rent abatements exist under this Lease and the dates to which the rent has been paid by Tenant; (e) stating whether or not, to the knowledge of the other party, the requesting party is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying the nature of such default; (f) if any improvements are required to be performed by Landlord under this Lease, stating that all such work has been satisfactorily completed or, if not, providing a list of items excepted; (g) stating the Lease Commencement Date, the rent commencement date and the scheduled expiration date of the Lease Term; (h) stating whether any security deposit has been posted; (i) stating whether such party has any knowledge of any environmental problem affecting the Premises or the Property; (j) stating whether Tenant has any expansion, contraction, renewal or termination options of any sort or any right to purchase the Building and/or the Land and, if Tenant does have any of the foregoing, stating whether Tenant has exercised such option(s); (k) stating the address to which notices to such party are to be sent; and (l) certifying as to such other matters as may reasonably be requested. As a condition for obtaining Tenant's statement Landlord shall obtain a non-disturbance agreement from mortgagee which includes an agreement (a) not to disaffirm the Lease; (b) not to disturb possession or use; (c) to assume the Landlord's obligations except for rent paid more than one month in advance or for any defaults arising before the foreclosure, except such defaults of a continuing nature regarding repairs, maintenance and or access to the Premises. Any such statement delivered by Tenant may be relied upon by Landlord, any owner of the Building or the Land, any prospective purchaser of the Building or Land, any Mortgagee or prospective Mortgagee of the Building or Land or of Landlord's interest therein, or any prospective assignee of any such Mortgagee.

18. Assignment and Subletting

- 18.1 (a) Tenant shall not sell, assign, transfer, mortgage or otherwise encumber this Lease or its interest therein (collectively "assign" or "assignment") or sublet, rent or permit anyone to occupy the Premises, or any part thereof (collectively "sublet"), without obtaining the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute judgment as to any assignment and which consent shall not be unreasonably withheld, conditioned or delayed as to any subletting. Notwithstanding the foregoing, this Lease may not be assigned, and the Premises may not be sublet, to any person or entity who may claim the defense of sovereign immunity or any similar defense. When Landlord's "consent" is referenced herein, it shall refer to both approval of the proposed assignee/subtenant and approval of the instrument of assignment/sublet and any amendment thereof.
- (b) In no event may this Lease be assigned in part, nor may the Premises be subleased in part. No assignment or sublet may be effectuated by operation of law or otherwise without the prior written consent of Landlord as aforesaid. The consent of Landlord to any assignment or subletting, or the implementation of any assignment or subletting

that may be permitted hereunder without Landlord's consent, shall not be construed as a waiver or release of Tenant from liability for the performance of all covenants and obligations to be performed by Tenant under this Lease, nor shall the collection or acceptance of rent from any assignee or subtenant constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease, and the assignor Tenant shall remain jointly and severally liable for the continued performance of Tenant's obligations. Tenant hereby waives all suretyship and similar technical defenses, including, without limitation, defense arising from the amendment, renewal, termination or expiration of this Lease without its knowledge or consent. Landlord's consent to any assignment or subletting shall not be construed as relieving Tenant from the obligation of obtaining Landlord's prior written consent to any subsequent assignment or subletting. If Tenant is in default hereunder beyond applicable notice and cure period, Tenant hereby authorizes each such subtenant to pay said rent directly to Landlord. The cost of any construction required to permit the operation of any subleased space separate from the balance of the Premises shall be an Alteration, and the cost thereof shall be borne solely by Tenant.

- (c) In all cases where Tenant seeks permission to take or do an act referred to in this Article, Tenant first shall give Landlord thirty (30) days prior written notice enclosing a full and complete copy of the bona-fide sublet, assignment or other agreement applicable to the proposed transaction and any processing fee required hereunder. For thirty (30) days following receipt thereof, Landlord shall have the right, exercisable by sending notice to Tenant, to retake from Tenant: (i) all of the Premises for the balance of the Lease Term in the event Tenant notified Landlord of its intention to assign this Lease; or (ii) only so much of the Premises for so much of the Term as Tenant intends to sublet in the event Tenant notified Landlord of its intention to sublet the Premises or a portion thereof. In either of the events described in clause (i) or (ii) above, this Lease shall be terminated as of the date specified for such termination in Landlord's notice aforesaid as to the portion or all of the Premises so retaken, provided that any and all liabilities of Tenant which accrued and remained unsatisfied prior to the date of such termination shall survive such termination. In the event Landlord does not exercise its aforesaid right within thirty (30) days of receipt of said notice and any processing fee required hereunder, Tenant then may assign or sublet, as the case may be, to the intended sublease or assignee, provided Tenant has obtained the prior written consent of Landlord, which may be given or withheld according to the standard set forth in Section 18.1(a).
- (d) Anything herein to the contrary notwithstanding, if Landlord shall not elect to exercise the right set forth in the immediately preceding paragraph, such election shall not under any circumstances be deemed a consent to the proposed subletting or assignment of Tenant's interest in and to this Lease and/or the Premises, and it is expressly understood that any determination by Landlord not to exercise such right shall not preclude Landlord from withholding its consent to such proposed subletting or assignment.
- (e) In the event of any assignment or sublet, then fifty percent (50%) of any purchase price, assignment fee, furniture or equipment purchase or rental payment, incremental monthly rent or other payment due to Tenant, if any, as the result of any such assignment or sublease which is in excess of the rent (or pro rata portion thereof) then payable by Tenant under this Lease shall be paid by Tenant to Landlord as additional rent as and when received by Tenant. If such sum is payable to Tenant in a lump sum,

the lump sum shall be amortized on a straight-line basis over the then-remaining Lease Term to determine if the payment is in excess of the rent then payable by Tenant.

- (f) Tenant shall be responsible for and agrees to pay (i) a non-refundable processing fee of One Hundred Dollars (\$100.00) upon submission of a proposed sublet or assignment to Landlord and (ii) any out-of-pocket costs and expenses, including (without limitation) reasonable legal fees, incurred by Landlord in connection with any actual, proposed or purported assignment or sublease, whether or not Landlord consents thereto; provided that in no event shall such fees be in excess of \$2,500.

18.2 If Tenant is a partnership or limited liability company, a withdrawal or change (whether by way of one or more withdrawals or changes) — whether voluntary, involuntary or by operation of law — of partners or members owning a controlling or majority interest in Tenant on the date hereof shall be deemed a voluntary assignment of this Lease and subject to the provisions of Section 18.1. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer (whether by way of one or more sales or transfers) of a controlling or majority interest of the capital stock of Tenant shall be deemed a voluntary assignment of this Lease and subject to the provisions of Section 18.1. However, the preceding sentence shall not apply to corporations whose stock is traded through a national or regional exchange or over-the-counter. It is understood and agreed that a controlling interest for purposes of this Article may be less than a majority interest.

19. Parking

At no additional expense to Tenant, Landlord agrees to provide four (4) parking spaces on an unreserved basis and one (1) space for the Tenant's exclusive use.

20. Signage

No sign, advertisement or notice shall be inscribed, painted, affixed or otherwise displayed by Tenant on any part of the exterior or the interior of the Premises or the Building except on the directories and the doors of offices and such other areas as are designated by Landlord. All signage, advertisements or notices must be only in such place, number, size, color and style as are approved by Landlord in its sole and absolute discretion. All of Tenant's signs that are approved by Landlord shall be obtained by Tenant at its sole cost and expense and installed by Tenant at Tenant's sole cost and expense. If any sign, advertisement or notice that has not been approved by Landlord is exhibited or installed by Tenant, Landlord shall have the right to remove the same at Tenant's expense. Landlord shall have the right to prohibit any advertisement of or by Tenant which in Landlord's opinion tends to impair the reputation of the Building or its desirability as a high-quality office building, and, upon written notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement. Landlord reserves the right to affix, install and display signs, advertisements and notices on any part of the exterior or interior of the Building except in the Premises.

Landlord shall, at Landlord's cost, add Tenant to any exterior or interior building directory. Any subsequent changes to these directories, required by the Tenant, shall be at Tenant's cost.

21. Use of Roof

- 21.1 Tenant will not install any equipment on the roof without first obtaining the prior written consent of the Landlord, which consent may be withheld in Landlord's sole and absolute discretion.
- 21.2 In the event Landlord grants permission to the Tenant to place communication equipment on the Building's roof, such permission shall be subject to the terms and conditions set forth in Exhibit E attached hereto. All of the terms of this Lease shall be applicable to Tenant's Communications Equipment (as defined in Exhibit E) as if the Communications Equipment were part of the Premises, but Tenant acknowledges that the Communications Equipment is not part of the Premises.

22. End of Term

On the date of the expiration or termination of the Lease Term, Tenant shall quit and surrender the Premises broom clean and in good condition and repair (ordinary wear and tear and insured damage by fire or other casualty excepted), together with all the Alterations that may have been made in or attached to the Premises, but otherwise empty, unless otherwise directed by Landlord pursuant to Section 11.3 hereof.

23. Holding Over

In the event that Tenant or any party claiming under Tenant shall not immediately surrender the Premises in the condition required by Section 22, on the date of the expiration or termination of the Lease Term, Tenant shall become a tenant by the month at one hundred fifty percent (150%) of the Fixed Monthly Rent in effect during the last month of the Lease Term, plus one hundred percent (100%) of all additional rent in effect during the last month of the Lease Term (subject to increases thereafter as determined by Landlord in accordance with the provisions of this Lease). Said monthly tenancy shall commence on the first day following the expiration of the Lease Term. As a monthly tenant, Tenant shall be subject to all the terms, conditions, covenants and agreements of this Lease, except as to the amount of the monthly rent, which shall be in the amount specified in this Section. As a monthly tenant, Tenant shall give to Landlord at least thirty (30) days' written notice of any intention to quit the Premises, and Tenant shall be entitled to thirty (30) days' written notice to quit the Premises, unless an Event of Default exists and is continuing hereunder, in which event Tenant shall not be entitled to any notice to quit, the usual thirty (30) days' notice to quit being hereby expressly waived. Notwithstanding the foregoing provisions of this Section, in the event Tenant shall hold over after the expiration of the Lease Term and if Landlord shall desire to regain possession of the Premises promptly at the expiration of the Lease Term, then at any time prior to Landlord's acceptance of rent from Tenant as a monthly tenant hereunder Landlord, at its option, may forthwith re-enter and take possession of the Premises without process or by any legal process in force in the jurisdiction in which the Building is located. Landlord may accept rent in the holdover amount and concurrently commence legal proceedings to regain possession of the Premises. Tenant shall also pay to Landlord all damages sustained by Landlord, including consequential damages, resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for all or any portion of the Premises. Force majeure is not an excuse to holding over.

24. Entry by Landlord

Tenant shall permit Landlord or its agents or representatives to enter the Premises, at any time, with reasonable notice and from time to time, without charge therefore to Landlord and without diminution of the rent payable by Tenant, to examine, inspect and protect the Premises and the Building, to make

such alterations and/or repairs as in Landlord's sole judgment may be deemed necessary, or to exhibit the same to prospective purchasers and Mortgagees and, during the last twelve (12) months of the Lease Term or at any time following the initiation of any eviction proceeding, to exhibit the same to prospective tenants. In connection with any such entry, Landlord shall endeavor to minimize the disruption to Tenant's use of the Premises, but Landlord shall not be required to perform any alterations or repairs or make any entry at a time other than normal working hours. Notwithstanding the foregoing, Landlord acknowledges that under the access to the Premises is regulated under the Public Health Law of the State of New York. Accordingly, except in the case of an emergency, entry into the Premises by Landlord shall require reasonable prior written notice and be subject to Tenant's receipt of a written waiver from the New York State Department of Health. Tenant shall use commercially reasonable efforts to promptly apply for and obtain such waivers.

SECTION 4.0 INSURANCE

25. Insurance

- 25.1 Tenant shall, during the entire term hereof or during any period Tenant occupies the demised premises under a tenancy at sufferance or otherwise, including any extensions or renewals hereof, keep in full force and effect a policy of Commercial General Liability Insurance, including contractual liability insurance, with respect to this Lease, the Leased premises and the business operated by the Tenant and any sub-tenants of Tenant in the Leased premises in which the limits of liability shall be not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for claims involving Bodily Injury and Property Damage and \$1,000,000 per occurrence for Fire Damage Legal Liability related claims. The policy shall name Landlord and any person, firms, or corporations designated by Landlord as Primary Additional Insureds, on a non-contributory basis, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 30 days prior written notice. The insurance shall be in an insurance company which shall be subject to the approval of the Landlord with such approval not to be unreasonably withheld. A copy of the policy or certificate of insurance shall be delivered to the Landlord upon lease commencement date and annually thereafter without the request of Landlord. Should the Tenant engage any contractor or consultant to work in or about the Premises, the same conditions as are applicable to the Tenant under these insurance requirements shall apply to each contractor or consultant of every tier. Proof thereof shall be supplied to the Landlord.
- 25.2 Tenant shall indemnify and defend Landlord and save it harmless from and against any and all claims, suits, actions, proceedings, liabilities, damages, costs or expenses, including attorneys' fees, arising (i) from any act, omission or negligence of Tenant or its officers, contractors, licensees, agents, employees, guests, invitees or visitors in or about the Property, (ii) from Tenant's use or occupancy of the Premises or the business conducted by Tenant therein, (iii) from any breach or default under this Lease by Tenant, or (iv) from, or relating to, the enforcement by Landlord of the provisions of this Lease as against Tenant. This provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries (or death) to third parties to the extent caused solely and directly by the negligence of Landlord or its officers, contractors, licensees, agents, employees or invitees. The provisions of this Section shall survive the expiration or termination of this Lease.
- 25.3 Tenant shall not do or permit to be done any act or thing upon or about the Premises or the Property which will (i) result in the assertion of any defense by the insurer to any claim under, (ii) invalidate, or (iii) be in conflict with, the policies covering the Property, and fixtures and property therein, or which would increase the rate of fire insurance applicable to the Property to

an amount higher than it otherwise would be; and Tenant shall neither do nor permit to be done any act or thing, upon or about the Property which shall or might subject Landlord to any liability or responsibility for injury to any person or persons or to property; but nothing in this Section shall prevent Tenant's use of the Premises for the purposes stated in this Lease. If, as a result of any act or omission by or on the part of Tenant or violation of this Lease by Tenant, whether or not Landlord has consented to the same, the rate of "All Risk" or other type of insurance maintained by Landlord on the Property shall be increased to an amount higher than it otherwise would be, Tenant shall reimburse Landlord for all increases of Landlord's insurance premiums so caused; such reimbursement to be additional rent payable within ten (10) business days after demand therefor by Landlord. If, due to abandonment of or failure to occupy the Premises by Tenant, any such insurance shall be canceled by the insurance carrier, then Tenant hereby indemnifies Landlord against liability which would have been covered by such insurance. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make-up" of rates for the Property or Premises issued by the body making fire insurance rates or established by the insurance carrier providing coverage for the Property or Premises shall be presumptive evidence of the facts stated therein, including the items and charges taken into consideration in fixing the "All Risk" insurance rate then applicable to the Building or Premises.

- 25.4 Tenant shall give Landlord notice in case of crimes, solicitations, fire, accidents or other adverse incidents in the Premises or the Building promptly after Tenant is aware of such event.
- 25.5 Notwithstanding anything to the contrary contained in this Lease, Tenant agrees that it will, at its sole cost and expense, include in its property insurance policies appropriate clauses pursuant to which the insurance companies (a) waive all right of subrogation against Landlord, and any Tenant of space in the Building, with respect to losses payable under such policies, and (b) agree that such policies shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policies. Tenant shall furnish Landlord evidence satisfactory to Landlord evidencing the inclusion of said clauses in Tenant's property insurance policies. Landlord hereby waives any and all right of recovery which it might otherwise have against Tenant, its servants, agents and employees, for loss or damage occurring to the Building and fixtures, appurtenances and equipment therein to the extent the same is covered by Landlord's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Tenant, its servants, employees or agents. Tenant hereby waives any and all claims, rights of recovery, actions and causes of action which it might otherwise have against Landlord, its agents, servants and employees, and against every other tenant in the Building which shall have executed a similar waiver as set forth in this Section, for damage to the Premises, any Tenant Improvement Work or any Alterations, or for loss or damage to Tenant's furniture, furnishings, fixtures and other property, by reason of any cause required to be insured against under this Lease, regardless of cause or origin, including the negligence or fault of Landlord, its servants, agents or employees, or such other tenant or the servants, agents or employees thereof.

26. Liability of Landlord

- 26.1 Landlord shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, family members or guests for any damage, injury (including death), loss, compensation or claim, including, but not limited to, claims for the interruption or loss of Tenant's business, based on, arising out of, or resulting from any cause whatsoever, including, but not limited to, the following: repairs to any portion of the Premises or the Building; the negligence of Landlord

or any of its servants, agents, contractors or employees; interruption in the use of the Premises; any accident or damage resulting from the use or operation (by Landlord, Tenant, or any other person or persons) of elevators, or of the heating, air-conditioning, electrical, or plumbing equipment or apparatus; the termination of this Lease by reason of the destruction of the Premises; any fire, explosion, falling plaster, steam, gas, robbery, theft, mysterious disappearance, and/or any other casualty; the actions of any other tenants of the Building or of any other person or persons; any failure or inability to furnish any of the utilities or services required to be furnished by Landlord hereunder; any leakage in any part or portion of the Premises or the Building, or from water, rain or snow that may leak into, or flow from, any part of the Premises or the Building, or from drains, pipes, appliances or plumbing work in the Building or from the roof, street or subsurface or resulting from dampness or from any other cause of whatsoever nature. The occurrence of any of the foregoing items described in this Section shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement, set-off, counterclaim against, or reduction of, any rent payable hereunder. Any goods, property or personal effects stored or placed by Tenant or its employees in or about the Premises or Building shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefor. It is understood that the employees of Landlord are prohibited from receiving any packages or other articles delivered to the Building for Tenant, and if any such employee receives any such package or articles, such employee shall be acting as the agent of Tenant for such purposes and not as the employee or agent of Landlord. Notwithstanding the foregoing provisions of this Section, Landlord shall not be released from liability to Tenant for any damage or injury caused by the willful misconduct of Landlord or its employees. In no event shall Tenant make any claim against Landlord for consequential, indirect or punitive damages.

- 26.2 In the event that at any time Landlord shall sell or transfer the Building, the transferor Landlord shall not be liable to Tenant for any obligations or liabilities based on or arising out of events or conditions occurring on or after the date of such sale or transfer. Upon the closing date of such sale or transfer, Tenant is deemed to automatically attorn to the purchaser or transferee.
- 26.3 In the event that at any time during the Lease Term Tenant shall have a claim against Landlord, Tenant shall not have the right to deduct the amount allegedly owed to Tenant from any rent payable to Landlord hereunder, it being understood that Tenant's sole method for recovering upon such claim shall be to institute an independent action against Landlord.
- 26.4 Notwithstanding any other provision of this Lease whatsoever, no recourse shall be had on any of Landlord's obligations hereunder or for any claim based thereon or otherwise in respect thereof against any incorporator, subscriber to the capital stock, shareholder, officer or director, past, present or future, of any corporation, or any partner or joint venturer of any partnership or joint venture, or any member or manager of any limited liability company, which shall be Landlord hereunder or included in the term "Landlord" or of any successor of any such corporation, limited liability company, partnership or joint venture, or against any principal, disclosed or undisclosed, or any affiliate of any party which shall be Landlord or included in the term "Landlord," whether directly or through Landlord or through any receiver, assignee, trustee in bankruptcy or through any other person, firm or corporation, whether by virtue of any constitution, statute or rule of law or by enforcement of any assessment or penalty or otherwise, all such liability being expressly waived and released by Tenant. Tenant shall look solely to Landlord's estate and interest in the Property, the rents and profits therefrom and the proceeds from sale or insurance for the satisfaction of any right or remedy of Tenant for the collection of a judgment or other judicial process or arbitration award requiring the payment of money by Landlord. No other property or assets of Landlord, Landlord's agents, incorporators,

shareholders, officers, directors, partners, members, managers, principals (disclosed or undisclosed) or affiliates shall be subject to levy, lien, execution, attachment or other enforcement procedure for the satisfaction of Tenant's rights and remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or under law, or Tenant's use and occupancy of the Premises, or any other liability of Landlord to Tenant.

SECTION 5.0 LOSS OF PREMISES

27. Damage and Destruction

- 27.1 If during the Lease Term the Premises or the Building are totally or partially damaged or destroyed by a casualty, thereby rendering the Premises totally or partially inaccessible or unusable, Landlord shall diligently (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company involved) restore and repair the Premises and the Building to substantially the same condition they were in prior to such damage. Provided that such damage was not caused by the act or omission of Tenant or any of its employees, agents, licensees, subtenants, customers, clients, family members or guests, until the repair and restoration of the Premises is completed Tenant shall be required to pay rent only for that part of the Premises that Tenant is able to use while repairs are being made, based on the ratio that the amount of usable rentable area bears to the total rentable area in the Premises. Landlord shall bear the costs and expenses of repairing and restoring the Premises (with the exception of the Tenant Improvement Work), except that if such damage or destruction was caused by the act or omission of Tenant or any of its employees, agents, licensees, subtenants, customers, clients, family members or guests, upon written demand from Landlord Tenant shall pay to Landlord the amount by which such costs and expenses exceed the insurance proceeds, if any, received by Landlord on account of such damage or destruction.
- 27.2 Notwithstanding anything in Section 27.1 or any other part of this Lease, (a) Landlord shall not be obligated to spend more than the net proceeds of insurance proceeds made available for such repair and restoration, and (b) if Landlord is obligated to repair and restore the Premises as provided in Section 27.1, Landlord shall not be required to repair or restore any Tenant Improvement Work or Alterations to the Premises (regardless of by whom they were made) or any trade fixtures, furnishings, equipment or personal property belonging to Tenant. It shall be Tenant's sole responsibility to repair and restore all such items. However, if requested by Tenant, Landlord shall repair any damage to the Tenant Improvement Work or Alterations to the extent Tenant's insurance proceeds are sufficient and are made available to Landlord for that purpose.
- 27.3 Notwithstanding anything to the contrary contained herein, (a) if there is a destruction of the Building that exceeds twenty-five percent (25%) of the replacement value of the Building from any risk, whether or not the Premises are damaged or destroyed, or (b) if Landlord reasonably believes that the repairs and restoration cannot be completed despite reasonable efforts within ninety (90) days after the occurrence of such damage, or (c) if Landlord reasonably believes that there will be less than two (2) years remaining in the Lease Term upon the substantial completion of such repairs and restoration, or (d) if a Mortgagee fails or refuses to make sufficient insurance proceeds available for repairs and restoration, or (e) if zoning or other applicable laws or regulations do not permit such repairs and restoration, Landlord shall have the right, at its sole option, to terminate this Lease by giving written notice of termination to Tenant within sixty (60) days after the occurrence of such damage. If this Lease is terminated

pursuant to the preceding sentence, all rent payable hereunder shall be apportioned and paid to the date of the occurrence of such damage.

28. Eminent Domain

- 28.1 If the whole or a substantial part (as hereinafter defined) of the Premises and/or the Building or the use or occupancy of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such taking), then this Lease shall terminate on the date title thereto vests in such governmental or quasi-governmental authority, and all rent payable hereunder shall be apportioned as of such date. If less than a substantial part of the Premises (or the use and occupancy thereof) is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such a taking), this Lease shall continue in full force and effect, but the rent thereafter payable hereunder shall be equitably adjusted (on the basis of the ratio of the number of square feet of rentable area taken to the total rentable area in the Premises prior to such taking) as of the date title vests in the governmental or quasi-governmental authority. For purposes of this Section, a substantial part of the Premises or the Building shall be considered to have been taken if more than twenty-five percent (25%) of the Premises or Building is rendered unusable as a result of such taking.
- 28.2 All awards, damages and other compensation paid by the condemning authority on account of the taking or condemnation (or sale under threat of such a taking) shall belong to Landlord, and Tenant hereby assigns to Landlord all rights to such awards, damages and compensation. Tenant agrees not to make any claim against Landlord or the condemning authority for any portion of such award or compensation attributable to damages to the Premises, the value of the unexpired term of this Lease, the loss of profits or goodwill, Alterations or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for the value of furnishings, equipment and trade fixtures installed in the Premises at Tenant's expense and for relocation expenses, provided that such claim shall in no way diminish the award or compensation payable to or recoverable by Landlord in connection with such taking or condemnation.

SECTION 6.0 DEFAULT

29. Default

- 29.1 The occurrence of any of the following shall constitute an "Event of Default" by Tenant under this Lease:
- (a) If Tenant fails to make any payment of rent when due or, if no due date is specified in this Lease, within ten (10) days after notice is given.
 - (b) If Tenant violates or fails to perform any obligation set forth in Articles 11, 16, 17, 18 or 25 of this Lease beyond the expiration of any period for performance or request, notice or cure period set forth or referred to therein.
 - (c) If (i) Tenant violates or fails to perform any other term, condition, covenant or agreement to be performed or observed by Tenant under this Lease (other than as specified in this Section) and (ii) Tenant has not been given notice of the same or a

substantially similar violation or failure on three (3) or more other occasions within the twelve (12) month period preceding the most recent violation or failure, regardless of whether such earlier violations or failures were cured within the allowed cure period, and (iii) such violation or failure shall continue for thirty (30) days after notice from Landlord to Tenant of such violation or failure; provided, however, that if such violation or failure is capable of being cured but is not capable of being cured within such thirty (30) day period despite reasonable diligence, then such thirty (30) day period shall be extended for such reasonable period, not to exceed an additional sixty (60) days, in which Tenant may cure the violation or failure if Tenant commences its cure within the initial thirty (30) day period and prosecutes the cure diligently to completion thereafter. If Tenant has been given notice of the same or a substantially similar violation or failure on three (3) or more other occasions within the twelve (12) month period preceding the most recent violation or failure, regardless whether such earlier violations or failures were cured within the allowed cure period, then any subsequent violation or failure of the same or substantially similar nature within that twelve (12) month period shall be an Event of Default, without any further notice or cure period being afforded.

- (d) If Tenant abandons the Premises. (For the purposes of this Section 29.1(d) “abandon” shall mean the Tenant has (i) vacated the entire Premises and (ii) removed all personal property for a period of not less than thirty (30) consecutive days.)
- (e) If Tenant or any guarantor (i) is voluntarily adjudicated bankrupt or insolvent, (ii) seeks or consents to the appointment of a receiver or trustee for itself or for all or a part of its property, (iii) files a petition seeking relief under the bankruptcy or similar laws of the United States or any state or any other jurisdiction, (iv) makes a general assignment for the benefit of creditors, or (v) admits in writing its inability to pay its debts as they mature.
- (f) If a petition is filed against Tenant or any guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or other statute, law or regulation and shall remain undismissed or unstayed for thirty (30) days, or if any trustee, receiver or liquidator of Tenant or any guarantor, or of all or any substantial part of its properties, shall be appointed without the consent or acquiescence of Tenant or any guarantor and such appointment shall remain unvacated or unstayed for thirty (30) days.
- (g) If any attachment or execution of any type is issued against Tenant or any guarantor, or Tenant’s property located on the Premises, or Tenant’s rights or interest in the Lease, or guarantor’s or Tenant’s assets of any type or nature whatsoever, including but not limited to federal, state, or municipal tax liens, and such is not dismissed or released within thirty (30) days thereafter, or such lesser time as may be necessary to avoid loss of such property, rights or assets.

29.2 If an Event of Default occurs under this Lease, Landlord shall have the following rights:

- (a) The right, at its sole option, to terminate this Lease by five (5) business days’ advance written notice. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of the Landlord to be done and performed shall cease without prejudice, subject, however, to the right of Landlord to recover from Tenant all rent

accrued up to the time of termination or recovery of possession by Landlord, whichever is later.

- (b) With or without terminating this Lease above, Landlord may re-enter and take possession of the Premises, and the provisions of this Article shall operate as a notice to quit; any other notice to quit or notice of Landlord's intention to reenter the Premises is hereby expressly waived. If necessary, Landlord may proceed to recover possession of the Premises under and by virtue of the laws of the jurisdiction in which the Building is located, or by such other proceedings, including re-entry and possession, as may be applicable.
- (c) In addition, any unamortized abated rent provided in this Lease and any unamortized leasing commissions paid by Landlord in connection with this Lease shall immediately become due and payable by Tenant to Landlord. Amortization shall include interest at 7%.
- (d) Whether or not this Lease is terminated by reason of Tenant's default, the Premises may be re-let by Landlord for such rent and upon such terms as Landlord deems reasonable under the circumstances and, if the full rent provided herein plus the costs, expenses and damages described below shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiency in fixed and additional rent, return of any and all abated rent and brokerage commissions paid by Landlord hereunder, reasonable attorneys' fees, brokerage fees and the expenses of placing the Premises in first-class rentable condition. Any damages or loss of rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the re-letting or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive re-letting, or, at Landlord's option, may be deferred until the expiration of the Lease Term, in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of the Lease Term. Tenant shall not be entitled to receive any excess of any such rents collected from a third party over the rent reserved herein.
- (e) Landlord shall become entitled to recover from Tenant as and for liquidated damages after the termination of the Lease pursuant to 29.2(a) above, for Tenant's default hereunder, the difference, discounted to present value by applying a discount rate equal to five percent (5%), between (i) the annual fixed rent reserved hereunder for what, but for any such termination, would have been the unexpired portion of the Lease Term, and (ii) the cash rental value of the Premises for such unexpired portion of the Lease Term (unless the statute that governs or shall govern the proceedings in which such damages are to be proved limits the amount of such claim capable of being so proved, in which case Landlord shall be entitled to prove as and for liquidated damages an amount equal to that allowed by or under any such statute). In calculating such liquidated damages, the then cash rental value of the Premises shall be deemed prima facie to be the actual rent received by Landlord for the Premises or, if not received, the estimated cash rental value of the Premises upon any re-letting, as determined by a broker or an appraiser selected by Landlord. The provisions of this subsection shall be without prejudice to Landlord's right to prove and collect, in full, damages for all rent accrued prior to the termination of this Lease but not paid.
- (f) Enforce any claim Landlord may have against Tenant for anticipatory breach of this Lease.

- 29.3 If Tenant defaults beyond applicable notice and cure periods, in the making of any payment or in the doing of any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act. If Landlord elects to make such payment or do such act, all costs and expenses incurred by Landlord, plus interest thereon at the rate of eighteen percent (18%) per annum (or such lesser rate as is then allowed by applicable law) from the date paid by Landlord to the date of payment thereof by Tenant, shall be paid by Tenant to Landlord as additional rent within ten (10) business days after demand. The making of any payment or the taking of such action by Landlord shall not be considered as a cure of such default by Tenant or prevent Landlord from pursuing any remedy it is otherwise entitled to pursue in connection with such default.
- 29.4 Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable for any consequential damages hereunder.
- 29.5 If, as a result of any alleged breach or default in the performance of any of the provisions of this Lease, Landlord uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor or possession of the Premises, or if Landlord is made a party to any action as a result of any alleged act or failure to act of Tenant, then Tenant shall reimburse Landlord for any and all reasonable attorneys' fees and expenses so incurred by Landlord as additional rent within ten (10) business days after Landlord's demand therefor.
- 29.6 All rights and remedies of Landlord set forth herein are in addition to all other rights and remedies available to Landlord at law or in equity. All rights and remedies available to Landlord hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Landlord of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy.
- 29.7 No delay in the enforcement or exercise of any right or remedy shall constitute a waiver of any default by Tenant hereunder or of any of Landlord's rights or remedies in connection therewith. Landlord shall not be deemed to have waived any default by Tenant hereunder unless such waiver is set forth in a written instrument signed by Landlord. If Landlord waives in writing any default by Tenant, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver. If Landlord institutes proceedings against Tenant and a compromise or settlement thereof is made, the same shall not constitute a waiver of the same or any other covenant, condition or agreement set forth herein or of any of Landlord's rights hereunder. Neither the payment by Tenant of a lesser amount than the rent due hereunder nor any endorsement or statement on any check or letter accompanying a check for payment of rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy available to Landlord. No reentry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease.
- 29.8 Notwithstanding the foregoing, any right of reentry set forth in this Article 29 is expressly subject to the provisions of Section 13.2 above.

SECTION 7.0 MISCELLANEOUS

30. Brokers

Landlord and Tenant agree that no person or selling agency has been employed or retained to solicit or secure this Lease Agreement for a commission or brokerage fee. Therefore no brokerage fee or commission is due.

31. Notices

- (a) Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be delivered by overnight courier services or sent by United States Mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth below:

Tenant's Address for Notices:

Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York
c/o Royal Realty Corp.
One Bryant Park
New York, NY 10036
Attention: President

with a copy to:

Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York
c/o Royal Realty Corp.
One Bryant Park
New York, NY 10036
Attention: Corporate Counsel

with a copy to:

Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York
c/o Compassionate Relief Centers of New York, Inc.
15 Plains Road
Cambridge, NY 12816
Attention: Ted Berndt

All copies of all notices of default to:

Rosenberg & Estis, P.C.
733 Third Avenue
New York, New York 10017
Attn: Gary Rosenberg, Esq.

Landlord's Address for Notices:

Delta Properties, LLC
20 Corporate Woods Boulevard
Suite 600
Albany, NY 12211
Attn: Nancy Carey Cassidy

- (b) Either Landlord or Tenant shall have the right from time to time to designate by written notice to the other party such other persons or places in the United States as Landlord or Tenant may desire written notice to be delivered or sent in accordance herewith; provided, however, at no

time shall either party be required to send more than an original and two copies of any such notice, demand, or request required or permitted hereunder.

- (c) Any notice, demand, or request which shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notice, demand or request is delivered or (ii) on the third (3rd) day after the mailing of such notice, demand or request in accordance with the preceding portions of this Section.

32. Partial Invalidity

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

33. No Waiver

The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.

34. Entire Agreement; Amendments

This Lease contains the entire agreement of the parties, and no representations, inducements or agreements, oral or otherwise, not contained in this Lease shall be of any force and effect. This Lease may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both parties hereto.

35. Binding Effect

The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns, subject to the provisions hereof prohibiting or restricting assignment or subletting by Tenant.

36. Governing Law

- (a) This Lease shall be governed by and construed in accordance with the laws of the jurisdiction in which the building is located without regard to conflicts of laws.
- (b) The parties consent to the non-exclusive jurisdiction of any federal or State court having jurisdiction over the jurisdiction in which the Building is located, and to venue therein. Each party waives any objection to any such jurisdiction and venue, including any objection under the theory of forum non conveniens (inconvenient forum).

37. Waiver of Jury Trial

Landlord and Tenant each hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other in connection with any matter arising out of or in any way connected with this lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the premises and/or any claim of injury or damage.

38. No Construction of Lease Against Drafter

Should any provision of this Lease require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Lease and that legal counsel was consulted by each party hereto (or opportunity for such legal consultation afforded to each party) before the execution of this Lease.

39. Survival of Remedies

The parties remedies shall survive the ending of this Lease when the ending is caused by the Default of the other party.

40. Managing Agent

Landlord authorizes Picotte Management Company, Inc. as its agent to execute this lease, collect rent and other amounts payable under this Lease, manage the property and institute, in owners name, all legal actions or proceedings for enforcement of any Lease Term.

41. Counterparts

This Agreement may be executed in any number of counterparts and via facsimile or electronic transmission and any such copies shall be deemed originals. All such counterparts taken together shall be deemed to constitute one and the same instrument. Signature pages may be detached from counterpart documents and reassembled to form a single executed document.

42. Definition of the Lease

This Lease consists of the following:

- Table of Contents
- Sections 1 through 40
- Signature Page
- Exhibits A through I

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal as of the day and year first above written.

Each individual executing this Lease on behalf of Tenant hereby represents and warrants that he or she is duly authorized to execute and deliver this Lease and that Tenant is a duly organized corporation, limited liability company, association or partnership under the laws of the state of its incorporation or formation, is qualified to do business in the jurisdiction in which the Building is located, is in good standing under the laws of the state of its incorporation or formation and the laws of the jurisdiction in which the Building is located, has the power and authority to enter in to this Lease, and that all corporate or partnership action requisite to authorize Tenant to enter into this Lease has been duly taken.

LANDLORD:

Delta Properties, LLC
By: George F. Long, Esq., its
ELP # 000

ATTEST/WITNESS:

Adam Hoffmiller

By: Picotte Management Company, Inc.
Managing Agent

Date: June 5, 2015

TENANT:

Compassionate Sunset, LLC

CS Member, LLC,
its Manager

By: [Signature]

ATTEST/WITNESS:

Marjorie Durst

Name: Helena Durst

Title: President

Date: June 4, 2015

(WDL09404 1)

Standard Lease
RLA1269890012/000162v2

Picotte Companies

EXHIBIT A

FLOOR PLAN

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

EXHIBIT B
WORK LETTER

Intentionally Deleted

EXHIBIT C

HOUSEKEEPING SERVICES CLAUSE

Intentionally Deleted

EXHIBIT D

RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, elevators and stairways of the building will not be obstructed by any Tenants or used by any of them for any purpose other than for ingress to and egress from their respective premises. No Tenant and no employee or invitee of any Tenant will go upon the roof of the building. No Tenant will be permitted to place or install any object on the exterior of the building or on the roof of the building without the Landlord's written permission.
2. No sign, placard, picture, name advertisement or written notice visible from the exterior of Tenant's premises will be inscribed, painted, affixed, or otherwise displayed by Tenant on any part of the building or the premises without the prior written consent of Landlord. All approved signs or lettering on doors will be printed, painted, affixed, or inscribed at the expense of the Tenant by a person approved by Landlord. Other than draperies expressly permitted by Landlord and building standard mini-blinds, material visible from outside the building will not be permitted.
3. No cooking will be done or permitted by any Tenant on the premises. Use by the Tenant of refrigerators, microwave ovens and Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages will be permitted. Tenant will prevent odors which may emanate from the premises.
4. No Tenant will employ any person or persons other than the cleaning service of Landlord for the purpose of cleaning the premises, unless otherwise agreed to by Landlord in writing.
5. The toilet rooms, toilets, urinals, wash bowls and other plumbing fixtures will not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other foreign substances will be thrown in such plumbing fixtures. All damages resulting from any misuse of the fixtures will be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, caused the same.
6. No Tenant will in any way deface any part of the premises or the building of which they form a part.
7. No Tenant will alter, change, replace or rekey any lock or install a new lock on any entry door to the premises without the Landlord's permission. Landlord, its agents, or employees will retain a key to all entry door locks to the premises. Each Tenant, upon termination of its tenancy, will deliver to Landlord all keys and access cards for the premises and building that have been furnished to such Tenant.
8. The persons employed to move Tenant's equipment, material, furniture or other property in or out of the building must be acceptable to Landlord and must be bonded and fully insured. Tenant will be responsible for the provision of building security during all moving operations, and will be liable for all losses and damages sustained by any party as

a result of the failure to supply adequate security. Any damage done to the building by moving or maintaining such property will be repaired at the expense of Tenant. Supplies, goods, materials, packages, furniture and all other items of every kind delivered to or taken from the premises will be delivered or removed through the entrance and route designated by Landlord.

9. No Tenant will use or keep in the premises or the building any kerosene, gasoline or inflammable or combustible or explosive fluid or material or chemical substance other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in Tenant's normal operations in the premises. Without Landlord's prior written approval, no Tenant will use any method of heating or air conditioning other than that supplied by Landlord. No Tenant will use or keep or permit to be used or kept any substance, equipment, furniture, fixtures, files or personal property (including plants) which produces foul or noxious gas, odors or condition in the premises which would materially adversely affect indoor air quality.
10. Tenant will not bring any animals, except service animals assisting persons with disabilities into the building and will not permit bicycles or other vehicles inside or on the sidewalks outside the building except in areas designated from time to time by Landlord for such purposes.
11. All persons entering or leaving the building between the hours of 6:00 p.m. and 7:00 a.m. Monday through Friday, and at all hours on Saturdays, Sundays and holidays will comply with such off-hour regulations as Landlord may establish and modify from time to time.
12. Each Tenant will store all its trash and garbage within its premises. The Tenant will comply with all Municipal, State and Federal laws as they relate to refuse removal and recycling. Removal of any furniture or furnishings, large equipment, packing crates, packing materials and boxes will be the responsibility of each Tenant and such items may not be disposed of in the building trash receptacles nor will they be removed by the building's janitorial service, except at Landlord's sole option and at the Tenant's expense.
13. Canvassing, peddling, soliciting and distributing handbills or any other written materials in the building are prohibited, and each Tenant will cooperate to prevent the same.
14. The requirements of the Tenants will be attended to only upon application by written, personal or telephone notice at the office of the Landlord. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from the Landlord.
15. A directory of the building will be provided for the display of the name of Tenants only. All entries on the building directory will conform to standards and style set by Landlord in its sole discretion and any changes requested by the Tenant will be paid for by the Tenant. No Tenant will have any right to the use of any exterior sign.

16. Tenant will see that the doors of the premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the premises.
17. Tenant will not bring on to the premises or store on the premises firearms, munitions or explosives of any type.
18. Tenant (including Tenant's employees, agents, invitees and visitors) will use the parking spaces solely for the purpose of parking passenger cars, small vans and small trucks and will comply all respects with any rules and regulations that may be promulgated by Landlord from time to time with respect to the parking areas. The parking areas may be used by Tenant, its agents, or employees, for occasional overnight parking of vehicles. Tenant shall notify Landlord if a vehicle will be parked overnight for more than 7 days. In the event of an emergency or if the vehicle is impeding snow and ice removal, Landlord shall have the right to move or remove the vehicle. Tenant will ensure that any vehicle parked in any of the parking spaces will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline.
19. Artificial Christmas trees may be permitted by Landlord if any lighting thereon is approved by Landlord and is turned off at the end of each business day. Live trees are prohibited.
20. Movements of goods in or out of the premises shall only be effected through entrances and elevators designated for such purpose. No hand trucks, carts, etc. shall be used in the building unless equipped with rubber tires and side guards.
21. No Tenant shall place a load upon any floor of the building exceeding the floor load per square foot and all loads shall be evenly distributed.
22. Upon commencement of this lease, Landlord will provide a Tenant Handbook for referenced premises. This Handbook will be considered an extension of Rules and Regulations and the Tenant will abide accordingly.

EXHIBIT E

ROOFTOP COMMUNICATIONS EQUIPMENT

[IF LANDLORD AGREES TO PERMIT TENANT TO PLACE COMMUNICATIONS EQUIPMENT ON THE BUILDING'S ROOF, ATTACH EXHIBIT E]

Landlord hereby grants its consent to the Tenant's installation of one (1) [satellite transmitting and/or receiving dish(es)] [transmitting and/or receiving antenna(e)] [collectively], the "Communications Equipment", on the roof of the Building, subject to all of the following terms and conditions:

- (a) The Communications Equipment shall be used only [to receive over-the-air and satellite broadcast television stations][to communicate with other facilities operated by Tenant or by third parties under contract to provide services to Tenant] incident to Tenant's use of the Premises and shall not be used for any other purpose, including the transmission of any signals intended for the use of the general public or of subscribers. Use of the Communications Equipment is restricted solely to Tenant and its permitted subtenants of the Premises. The right to use the Communications Equipment may not be sold, assigned, leased or otherwise given to any third party except as may be incident to that third party's permitted use of the Premises.
- (b) Tenant shall bear all of the cost and expense of designing, purchasing, installing, operating, maintaining, repairing, removing and replacing the Communications Equipment, and for repairing and restoring any damage to the Building or to Landlord's or any other person's or entity's property arising therefrom. Landlord may require that the Communications Equipment be installed, maintained, repaired, removed and/or replaced at Tenant's expense by Landlord's contractors, or that Tenant utilize contractors approved by Landlord for such purpose.
- (c) Tenant shall be responsible for obtaining any and all federal and municipal governmental permits, approvals, licenses and certificates necessary for the installation and operation of the Communications Equipment, and shall comply with all laws, statutes, ordinances, codes, rules and regulations relating thereto, including (without limitation) building and zoning codes.
- (d) No Communications Equipment shall be permitted if it or its ancillary equipment interferes with transmissions to or from any other satellite communications dish, antenna, other transmitting equipment, telecommunications system, or other computer or electronic equipment then on, in or near the Building. Tenant shall be afforded a reasonable opportunity to avoid, ameliorate or cure any such interference problem but shall be solely liable for, and shall defend, indemnify and hold Landlord harmless from and against, any damage incurred by a third party as a result of interference from the Communications Equipment. Without limiting the foregoing, Tenant acknowledges that at least one third party is already using and shall continue to use the Building's roof for transmissions.
- (e) The Communications Equipment must be physically reasonably acceptable to Landlord. In addition to other factors set forth elsewhere in this Exhibit, Landlord may consider the quality of the proposed physical installation and its safety, and the size, shape and

appearance of the Communications Equipment and its effect on the Building's appearance. Without limiting the foregoing, the Communications Equipment must be securely affixed to the roof so as to prevent its dislodging in high winds, and the Communications Equipment must not be visible from the street level building line.

All wires and cable between the Communications Equipment and the Premises must be installed in existing Building conduit or in an alternative conduit approved by Landlord and must be properly shielded. No Communications Equipment shall be permitted if its installation will void or adversely affect any warranty of the roof or if its installation and/or operation would otherwise adversely affect the Building.

- (f) Nothing herein grants Tenant any right to access the roof of the Building unless accompanied by an employee of the Building Manager or other representative of Landlord, except that access shall be permitted in emergencies. If any overtime or other cost is incurred by Landlord in making access available to Tenant, such cost shall be Additional Rent payable by Tenant.
- (g) Tenant shall maintain such insurance on the Communications Equipment and relating to the Communications Equipment as Landlord may reasonably require from time to time. Such insurance shall name Landlord, the Building Manager and any Mortgagee or ground lessor as additional insureds.
- (h) Tenant's failure to perform any obligation or abide by the terms and conditions of this exhibit shall constitute a default by Tenant under this Lease after the expiration of any applicable notice and/or cure period. In addition to any other remedy available to Landlord under this Lease, (a) Landlord shall have the right to cure any failure by Tenant to comply with the terms and conditions of this exhibit, and all of Landlord's costs incurred in connection therewith shall be payable by Tenant as Additional Rent upon demand, and (b) Landlord may require Tenant to remove the Communications Equipment and, if Tenant does not promptly do so, Landlord may do so at Tenant's expense as Additional Rent payable upon demand.
- (i) Notwithstanding any provision of this Lease to the contrary, unless agreed to by Landlord and Tenant at the time Tenant installs the Communications Equipment, the Communications Equipment shall remain the property of Tenant during and after installation and shall be removed by Tenant at its expense at the expiration or earlier termination of the Lease Term.
- (j) In the event the roof requires repair or replacement, Tenant will cooperate with Landlord including but not limited to temporary removal of equipment at Tenant's sole cost and expense.
- (k) Tenant's rights under this Exhibit are non-exclusive.

EXHIBIT F

TELECOMMUNICATIONS PROVIDERS

- (a) **Equipment Installation.** All telephone and telecommunications services desired by Tenant shall be ordered, maintained and utilized at the sole cost and expense of Tenant. Except in the event that Landlord otherwise requests or consents in writing, all of Tenant's telecommunications equipment shall be and remain solely in the Premises and the telephone closet(s) on the floor(s) on which the Premises are located, in accordance with rules and regulations adopted by Landlord from time to time and at Landlord's sole discretion. Such equipment shall not be placed in any other part of the Building without Landlord's prior written consent, which Landlord may withhold in its sole discretion. Unless otherwise specifically agreed to in writing, Landlord shall have no responsibility whatsoever for the maintenance of Tenant's telecommunications equipment and facilities, including wiring; nor for any other wiring, cabling or other infrastructure to which Tenant's telecommunications equipment may be connected, whether in the Building, or on or about the Building or its roof, unless damage thereto is caused by Landlord's gross negligence or willful misconduct. Tenant shall be responsible, at Tenant's sole cost and expense, for the wiring required by Tenant for connecting the Premises to the central telephone board, and for all wiring within the Premises.
- (b) **Equipment Removal; Reversion to Landlord.** Any and all telecommunications wiring installed in the Premises or elsewhere in the Building by or on behalf of Tenant shall be removed, or remain in the Building, upon the expiration or earlier termination of the Lease Term in accordance with Section 11.3 of this Lease.

EXHIBIT G

CERTIFICATE OF LEASE COMMENCEMENT/EXPIRATION

Attached hereto and made a part of the Lease dated the day of , 20 , by and between ,
as Landlord, and , as Tenant.

Landlord and Tenant do hereby declare that:

- (1) The Lease Commencement Date is , 20 ; and
- (2) The Rent Commencement Date is , 20 ; and
- (3) The first Lease Year is the period , 20 to , 20 ; and
- (4) The Lease Term shall expire (unless the Lease is extended or sooner terminated in
accordance with the provisions thereof) on , 20 .

LANDLORD:

By: Picotte Management Co., Inc., its Agent

By: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT H
NATIONAL GRID CONSENT

Re: National Grid Account Number: _____
The Last 4 Digits of your EIN: _____

Dear Tenant:

National Grid requires your consent in order to supply us with basic summary monthly electric history. The summary would include kilowatt hour usage, kilowatt demand used per month and the amount billed. This tells us how our separately metered tenants are using energy, and can help us find ways to cut energy costs.

In addition to the information that we obtain from National Grid for our own meters, it is important for us to know about the electric history of all the other meters in our buildings. This way, we have a complete picture of the electric usage at each property. With this combined information, we're better able to efficiently monitor and manage the entire building. It also helps to prevent or detect billings errors, defective meters and other problems that could cost you or us to pay more for utility costs than either of us should.

Please print and sign this letter in the space provided below and return it to Cathy Powers via facsimile at 518-433-0480 or email it to cpowers@picotte.com. Please be sure to fill in the last 4 digits of your EIN number at the top of this page. If you have any questions, feel free to contact us.

Very Truly Yours,

PICOTTE COMPANIES

William B. Picotte

Agreed and Accepted:

Signature: _____

Title: _____

Date: _____

EXHIBIT I
CONTRACTOR RULES AND REGULATIONS

MANAGEMENT OF RISK AND LIABILITY

The following standard procedures have been established to minimize liability and risk to the building owners and tenants and maximize responsible conduct and insurance coverage by third party contractors.

Picotte Management Company Inc.'s (PMCI) intent is to keep this process as simple and straight forward as possible. This will enable all parties to quickly and easily enforce the procedures.

Process:

1. If a party is delivering to the loading dock or providing an ordinary public service such as postal service, fire department, police, etc. PMCI assumes no risk and therefore does NOT require any additional coverage.
2. Any tenant that hires a service provider or contractor to perform routine office services (i.e.: copier maintenance) is required to establish their own service contract/agreement (including responsibility for liability, etc.) with the service provider or contractor.
3. Any third party contractor or consultant entering a PMCI building to perform work (whether they are performing on behalf of **and/or hired by** a tenant or the landlord) must provide:
 - Certificates of Insurance (per attached)
Tenant, please note the following: According to your lease with PMCI, all contractors hired to perform work on your behalf on our property are required to carry statutory Workers' Compensation and adequate Liability insurance. PMCI is putting you as tenant on notice that if the contractor you are hiring does not carry Workers' Compensation and/or adequate Liability insurance you will be deemed liable for any claim for injury or damage brought against the landlord as a result of this work and PMCI will look to your insurance carrier for coverage for the negligent use of this contractor in violation of your lease. Our insurance requirements are designed for your protection as well as ours.
 - An agreement to hold harmless and indemnify the landlord (see attached) OR a contract established by the landlord
 - Completed Hazard Assessment Form

Before work is performed please have the above listed required items submitted to the appropriate Property Manager:

- For work to be performed at 5, 7 or 8 Southwoods Boulevard, 11, 12, 14, 15, 16, 18, 20 or 22 Corporate Woods Boulevard submit all required documents to: Robert Finn; rfinn@picotte.com; fax 518-433-0480
- For work to be performed at 55 Elk Street, 111 Washington Avenue, 2 University Place, 1215 Western Avenue, 1450 Western Avenue, 1 Park Place, 80 Wolf Road or 59 Wolf Road submit all required documents to: Eric Johnson; ejohnson@picotte.com; fax 518-433-0480
- For work to be performed at 1 Liberty Square/600 Liberty Street, Schenectady submit all required documents to: Tom McCarville; tmccarville@picotte.com; fax 518-433-0480

REQUIREMENTS FOR CERTIFICATES OF INSURANCE FOR CONTRACTORS

CERTIFICATE HOLDER

Picotte Management Company, Inc., as Agents for **INSERT NAME OF PICOTTE OWNER-SEE ATTACHED LIST**, 20 Corporate Woods Boulevard, Albany, New York 12211

DESCRIPTION OF OPERATIONS

Operations of the named insured in reference to work and services being performed at **INSERT ADDRESS WHERE WORK WILL BE PERFORMED**. Certificate holder is named as primary Additional Insured on a primary and non-contributory basis with regard to Commercial General Liability, Business Automobile Liability and Excess/Umbrella Liability policies. Waiver of Subrogation shall apply to Commercial General Liability, Excess/Umbrella Liability and Workers' Compensation & Employers Liability policies.

INSURANCE LIMITS

Commercial General Liability - General Aggregate	\$2,000,000
Commercial General Liability - Products-Comp/Op Aggregate	\$2,000,000
Commercial General Liability – Each Occurrence	\$1,000,000
Business Automobile Liability – Combined Single Unit	\$1,000,000
Excess/Umbrella Liability – Each Occurrence	\$1,000,000
Workers' Compensation & Employers Liability	NYS Statutory

ENDORSEMENTS

Picotte Management Company, Inc. requires that we have on file Endorsements, directly from the Insurers (Companies) Affording Coverage, for Additional Insured and Waiver of Subrogation (Waiver of Transfer of Rights of Recovery).

1. Additional Insured Endorsement for Commercial General Liability policy
2. Additional Insured Endorsement for Business Automobile Liability policy
3. Additional Insured Endorsement for Excess/Umbrella Liability policy
4. Waiver of Subrogation Endorsement for Commercial General Liability policy
5. Waiver of Subrogation Endorsement for Excess/Umbrella Liability policy
6. Waiver of Subrogation Endorsement for Workers' Compensation & Employers Liability policy

If the policies afford Blanket Additional Insured coverage or Blanket Waiver of Subrogation (Waiver of Transfer of Rights of Recovery) coverage, copies of the appropriate language from the insurance policies is needed (actual pages from contractors blanket insurance policy).

If the Excess/Umbrella Liability policy “follows form” to the Commercial General Liability policy, then Endorsements # 3 and # 5 (above) are not needed, but a letter from the Producer stating such is required **OR** the information may appear under the Description of Operations.

SUMMARY OF DOCUMENTS NEEDED

- Certificate(s) of Insurance for Commercial General Liability, Automobile Liability, Excess/Umbrella Liability and Workers' Compensation & Employers Liability
- All Required Endorsements

IF YOU HAVE ANY QUESTIONS REGARDING INSURANCE REQUIREMENTS, PLEASE CONTACT:

Lauren Thomas, Property Management Administrator 518.465.4747p 518.433.0480f lthomas@picotte.com

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This agreement made as of the _____ day of _____, _____ by and between Picotte Management Company, Inc. as ("Agent") for _____
(INSERT NAME OF PICOTTE OWNER-SEE ATTACHED LIST) ("Owner") having an office at 20 Corporate Woods Blvd., Albany, New York 12211 and _____
 _____ **(INSERT NAME OF CONTRACTOR)** ("Contractor").

In consideration of the mutual promises and covenants each to the other made, the parties hereto hereby agree as follows: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless (Our Company), the Owner, Architect, the Architect's consultants, and agents and employees from and against claims, damages, lawsuits and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission or by any act or omission to act, whether characterized as negligent or not, which results from a violation or alleged violation of any duty imposed by statute or by ordinance, rule, regulation and/or orders of any public authority including but not limited to violation or alleged violation of Sections 240 and 241 of the New York Labor Law by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist, to a party or persons described in this agreement/contract.

This Hold Harmless Agreement is for _____

_____*(Insert Description of Work and Location of Work to be Performed).*

IN WITNESS WHEREOF, the authorized representatives of the Purchaser and Contractor hereto have executed this Agreement the day of year first above written.

In the presence of:

Picotte Management Company, Inc. as ("Agent") for _____
 (INSERT NAME OF PICOTTE OWNER-SEE ATTACHED LIST)

PRINTED NAME _____

TITLE

SIGNATURE _____

DATE _____

AND

(Insert Name of Contractor)

PRINTED NAME _____

TITLE

SIGNATURE _____

DATE _____

LIST OF PICOTTE COMPANIES BUILDING ADDRESSES AND OWNERS
--

BUILDING ADDRESS	NAME OF OWNERS
5 Southwoods Boulevard	Corporate Woods, LLC
7 Southwoods Boulevard	7 Southwoods, LLC
8 Southwoods Boulevard	8 Southwoods, LLC
11 Corporate Woods Boulevard	Corporate Woods 11, Co., LP
12 Corporate Woods Boulevard	JMR Development Co., LLC and West Bradford Corporation
14 Corporate Woods Boulevard	JMR Development Co., LLC and West Bradford Corporation
15 Corporate Woods Boulevard	Corporate Woods 15, LLC
16 Corporate Woods Boulevard	JMR Development Co., LLC and West Bradford Corporation
18 Corporate Woods Boulevard	JMR Development Co., LLC and West Bradford Corporation
20 Corporate Woods Boulevard	Corporate Woods, LLC
22 Corporate Woods Boulevard	Picotte Development Co., LP
55 Elk Street	55 Elk Street, LLC
111 Washington Avenue	111 Washington Avenue, LLC
2 University Place	University at Albany Foundation
1215 Western Avenue	1215 Western Avenue, LLC
1450 Western Avenue	Delta Properties, LLC
1 Park Place	Delta Properties, LLC and Picotte Associates, LLC
80 Wolf Road	Picotte Associates, LLC
59 Wolf Road	59 Wolf Road, LLC
1 Liberty Square/600 Liberty Street, Schenectady	JMR Development Co., LLC

HAZARD ASSESSMENT FORM INSTRUCTION SHEET

A Hazard Assessment Form needs to be completed by any Picotte Companies employee or Contractor that performs a task in or on any Picotte Management Company, Inc.'s owned or managed property.

Date Assessed

Date that the assessment is completed

Job Description

Name of task to be completed

Location

Address of building task will be performed in

Name of Contractor (for contractors only)

Name of the company performing the task

Assessor Printed Name

Printed name of person completing the assessment

Assessor Signature

Signature of person completing the assessment

Corresponding Commitment Work Order/Contract # (for contractors only)

Number of the Picotte Companies Commitment Work Order that details the task

POSSIBLE HAZARDS ENCOUNTERED

Instructions: Put a check mark on the line next to the hazard that may be encountered while performing the named task.

Biological - for example: blood borne pathogens

Chemical Exposure - any chemical that worker could potentially come in contact with through inhalation, ingestion, skin contact, eye contact or injection

Compression / Crushing – roll-over or pinching objects

Dust / Mist / Fumes / Air Borne Particulate – any chemical that caused a health hazard; for example: asbestos, welding fumes, solder fumes, silica. *Note: Obtain, and put on file with the Building Superintendent, a Material Safety Data Sheet (MSDS) for each product that will be used.*

Energy Sources – for example: electrical, pneumatic, hydraulic, thermal, mechanical, gravity

Head Impact – falling objects or flying debris that could be generated by hammering, sawing, chipping, grinding, drilling, buffing, etc.

Light Radiation – light that could be harmful to the skin or eyes; for example: when welding and cutting or during laser use

Sharp Objects – objects which could cut or pierce the body; for example: glass, knife blades, sheet metal, nail guns, needles, wood splinters, metal burrs

Temperature Extremes – any hot or cold surfaces which could burn or freeze workers; for example: welded parts, cryogenic materials, autoclaves, ovens/stoves, molten metals

Water – potential for drowning or fungal infections caused by wetness

PERSONAL PROTECTION EQUIPMENT AND OTHER SAFETY EQUIPMENT NEEDED

Instructions: Become familiar with the potential hazards associated with the task and what PPE is available to prevent injuries and illnesses.

Compare the hazards associated with the work environment and the capabilities of the available PPE.

Select the PPE that ensures a greater level of protection than the minimum required to protect employees, tenants and pedestrians from hazards by putting a check mark on the line next to the equipment needed.

Fit the employee with the PPE and provide instruction on care, use and limitations.

Note: PPE alone should NOT be relied upon to provide protection against hazards but should be used in conjunction with engineering controls (isolation, design changes, process changes, work area layout changes, substitution, ventilation) and administrative controls (frequency reduction, training).

SAFETY PRECAUTION QUESTIONS

Instructions: Circle Yes or No in response to the questions regarding safety issues related to the performance of the named task.

HAZARD ASSESSMENT FORM

Date Assessed: _____ Job Description: _____

Location: _____ Name of Contractor: _____

Assessor Printed Name: _____ Assessor Signature: _____

Corresponding Commitment Work Order/Contract #: _____

Please note: Contractor must also be aware and follow all safety protocol as described in the Picotte Companies Safety Policy.

OSHA Personal Protective Equipment (PPE) Standard 1910.132 requires that each employer conduct a Hazard Assessment to determine if there are any hazards present or likely present which require the use of PPE.

POSSIBLE HAZARDS ENCOUNTERED

Biological _____

Chemical Exposure _____

Compression / Crushing _____

Confined Space _____

Dust / Mist / Fumes / Air Borne Particulate _____

Energy Sources _____

Excessive Noise _____

Fall / Trip _____

Fire / Explosion _____

Head Impact _____

Light Radiation _____

Respiratory System / Asphyxiation _____

Sharp Objects _____

Temperature Extremes _____

Vibration _____

Water _____

PERSONAL PROTECTION EQUIPMENT AND OTHER SAFETY EQUIPMENT NEEDED

Arc Flash / Blast

Job Specific Equipment Needed (please list):

Eye

Face Shield _____

Safety Glasses _____

Safety Goggles _____

Tinted Goggles _____

Fall

Harness _____

Lanyard _____

Hand

Protective Gloves _____

(application specific) _____

Head

Hard Hats _____

Hearing

Ear Muffs _____

Ear Plugs _____

Respiratory

Dust Mask _____

Please note that Picotte Management Company, Inc. does not have a Respiratory Fit Program. Any work that requires a Respirator must be performed by a certified contractor.

Shock

Job Specific Equipment Needed (please list):

Thermal

Insulating Blankets _____

Other Equipment

Di-Electric Mat _____

Electrical Testing Equipment _____

Fire Extinguisher _____

Lock Out Tag Out _____

Job Specific Equipment Needed

SAFETY PRECAUTION QUESTIONS

Is assistance by another worker needed to complete this job/task?	Yes	No	_____
Is there an effect on indoor building space?	Yes	No	_____
Should the heat be adjusted?	Yes	No	_____
Is fresh air ventilation required?	Yes	No	_____
Should the air conditioning be adjusted?	Yes	No	_____
Should the work be performed "off hours"?	Yes	No	_____
Will your operation be likely to set off a fire or smoke sensor?	Yes	No	_____
<i>If yes, you must inform the Building Superintendent who will disable the fire alarm system and restore it to normal working condition.</i>			
Should access be limited to the work area?	Yes	No	_____
Should the work area be closed?	Yes	No	_____
Will there be an effect on outdoor pedestrian space?	Yes	No	_____
Will there be an effect on electric service?	Yes	No	_____
Will there be an effect on water service?	Yes	No	_____
Will you be digging?	Yes	No	_____
Should you contact 1.800.DIG.SAFE?	Yes	No	_____
Should you check site plans for obvious utilities?	Yes	No	_____

SCOPE OF WORK AND ADDITIONAL COMMENTS

Option Agreement to Lease Real Estate

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledge, Landlord hereby grants the Tenant the Option to Lease the below described Premises on the terms and conditions set forth herein for a total period of five (5) months option period from the execution of this Option Agreement as set forth below.

LANDLORD: McCarthy Brothers Real Estate Holdings, LLC
2121 Essex Road
Williston, Vermont 05495

TENANT: Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York
c/o Royal Realty Corp.
One Bryant Park
New York, New York 10036

PREMISES: Approximately 2,500 square feet of the main floor in the building (Building) located at 285 Tom Miller Road, Plattsburgh, New York 12901, which Premises more particularly described in Exhibit A attached hereto.

NOTICE: If Tenant elects to lease the Premises, Tenant must notify Landlord on or before the last day of the five (5) month option period (the "Notification Date"). Notice must be in writing by certified mail or overnight courier (such as FedEx or UPS) to Landlord at the above address or delivered personally to Landlord. If Tenant does not notify Landlord on or before the Notification Date, Tenant's right to Lease the Property shall terminate.

OTHER PROVISIONS:

1. Commencement Date: Later to occur of (a) September 1, 2015 and (b) receipt by Tenant of approval for registration with the New York State Department of Health.

2. Rent Commencement Date: January 1, 2016, or upon opening for business, whichever is earlier.

3. Expiration Date: December 31, 2021 [Two years from Rent Commencement Date]

4. Tenant's Option To Renew: TO BE DETERMINED

5. Base Rent: Year1: \$10.00 per square foot; Year 2: \$10.50 per square foot.

6. Additional Rent: Tenant agrees that Tenant shall be responsible for the payment of its proportionate share of real property taxes, insurance, utilities and maintenance of the subject property based on the actual square footage to be leased by Tenant in relation to the total square footage of the {WD038422.1}

building in which the lease premises is located.

7. Insurance: Each party shall carry and pay for liability insurance and personal property insurance. Tenant shall provide a certificate of "all risk" or "all perils" liability insurance in an amount of no less than \$1,000,000 with Landlord as named co-insured.

8 Use: The premises shall be used only to manufacture and/or dispense marijuana and to conduct any other aspects of the marijuana business pursuant to a license and regulations issued by the New York State Department of Health.

9. Preparation of Building and Premises:

A. Landlord's Responsibility: Landlord to deliver Premises (a) with all scrap metal not necessary for Tenant's operations, including, without limitation duct work and steam lines (b) vacant, broom clean condition with a roof free of leaks.

B. Tenant's Responsibility: Tenant may make any alterations in the interior or exterior, subject to Landlord's reasonable approval and conditions.

10. Brokerage: Landlord is represented by no broker and Tenant is represented by no broker, and no other real estate brokerage is involved in this transaction. Both parties represent that they have not dealt with any other agents in this transaction.

11. Good Faith Effort; Cooperation: Upon mutual execution of this Letter of Intent, the parties agree that:

A. Landlord and Tenant will proceed to negotiate in good faith a lease agreement substantially reflecting the terms of this Option to Lease.

B. Landlord and Tenant shall continue negotiating in this manner until a final agreement is executed. If said lease is not executed by both parties before January 1, 2016, then this Option to Lease shall be of no further force and effect.

12. Counterparts. This Agreement may be executed in any number of counterparts and via facsimile or electronic transmission and any such copies shall be deemed originals. All such counterparts taken together shall be deemed to constitute one and the same instrument. Signature pages may be detached from counterpart documents and reassembled to form a single executed document.

14. Landlord acknowledges and agrees to the following:

A. The effectiveness of any lease that is executed shall be contingent on Tenant's receipt of the approval referenced above from the New York State Department of Health.

B. The lease shall contain the following provisions:

(i) "Notwithstanding anything to the contrary contained herein, access to the Premises is regulated by the New York State Department of Health. Except in an emergency, no entry by unauthorized persons, including, without limitation, Landlord, shall be permitted without (a) reasonable prior written notice of such intent to enter the Premises and (b) Tenant obtaining a written waiver for the persons requesting entry of the prohibition of unauthorized persons from the New York State Department of Health."

(ii) "Landlord acknowledges that its rights of reentry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Premises medical marihuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson Rockefeller Empire State Plaza, Albany, NY 12237, with notification by certified mail of its intent to reenter the Premises or to initiate dispossession proceedings or that the Lease is due to expire, at least thirty (30) days prior to the date on which Landlord intends to exercise a right of reentry or to initiate such proceeding or at least sixty (60) days before the expiration of the Lease."

15. Option Fee: Tenant shall pay to Landlord a non-refundable fee of \$5,000.00 no later than June 8, 2015, in consideration of Landlord granting the within Option. In the event that Tenant exercises the option to lease the demised premises, the \$5,000 shall be credited toward rent and additional rent due under the Lease to be executed by and between the parties.

AGREED TO BY:

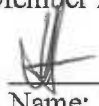
McCarthy Brothers Real Estate
Holdings, LLC, Landlord

By: _____
Name: Todd McCarthy, Member

Date: _____

Compassionate Sunset LLC, Tenant

By: CS Member LLC, its Manager

By: 
Name: Helena Durst
Title: President

Date: June 4, 2015

A. The effectiveness of any lease that is executed shall be contingent on Tenant's receipt of the approval referenced above from the New York State Department of Health.

B. The lease shall contain the following provisions:

(i) "Notwithstanding anything to the contrary contained herein, access to the Premises is regulated by the New York State Department of Health. Except in an emergency, no entry by unauthorized persons, including, without limitation, Landlord, shall be permitted without (a) reasonable prior written notice of such intent to enter the Premises and (b) Tenant obtaining a written waiver for the persons requesting entry of the prohibition of unauthorized persons from the New York State Department of Health."

(ii) "Landlord acknowledges that its rights of reentry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Premises medical marihuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson Rockefeller Empire State Plaza, Albany, NY 12237, with notification by certified mail of its intent to reenter the Premises or to initiate dispossession proceedings or that the Lease is due to expire, at lease thirty (30) days prior to the date on which Landlord intends to exercise a right of reentry or to initiate such proceeding or at least sixty (60) days before the expiration of the Lease."

15. Option Fee: Tenant shall pay to Landlord a non-refundable fee of \$5,000.00 no later than June 8, 2015, in consideration of Landlord granting the within Option. In the event that Tenant exercises the option to lease the demised premises, the \$5,000 shall be credited toward rent and additional rent due under the Lease to be executed by and between the parties.

AGREED TO BY:

McCarthy Brothers Real Estate
Holdings, LLC, Landlord

By: 
Name: Todd McCarthy, Member

Date: 6/4/15

Compassionate Sunset LLC, Tenant

By: CS Member LLC, its Manager

By: _____
Name: Helena Durst
Title: President

Date: _____

PICOTTE COMPANIES

Lease Agreement

Landlord: Delta Properties, LLC

Tenant: Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York

Location/Property: 1 Park Place, Albany, New York

Date of Lease Preparation: May 29, 2015

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Exhibit I**Contractors Rules and Regulations**

This Lease

made as of the 29 day of May, 2015

Between

Landlord

and

Tenant

Delta Properties, LLC

20 Corporate Woods Blvd., Suite 600
Albany, NY 12211

Landlord is a limited liability corporation organized under the laws of New York, with principal offices at 20 Corporate Woods Boulevard, Suite 600 Albany, New York 12211

**Compassionate Sunset, LLC d/b/a
Compassionate Relief Centers of New
York
c/o Compassionate Relief Centers of
New York, Inc.**

15 Plains Road
Cambridge, NY 12816

Tenant is a limited liability company organized under the laws of New York with principal offices at c/o Compassionate Relief Centers of New York, Inc. 15 Plains Road Cambridge, NY 12816

Witnesseth:

In consideration of the mutual covenants, Landlord hereby leases to Tenant the premises described below upon the terms and conditions specified:

SECTION 1.0 BASIC LEASE PROVISIONS

1. Premises

- 1.1 The Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following space:
777 rentable square feet (Premises) as shown cross-hatched on the attached floor plan (Exhibit A) on the first floor of the building known as 1 Park Place.
- 1.2 Tenant's proportionate share of the Building is 0.78% calculated as follows:
Tenant's rentable square footage 777, divided by rentable square footage for the Building 98,986.
- 1.3 Landlord warrants that the rentable square footage set forth in this Lease is in accordance with currently applicable standards of the Building Owners and Managers Association ("BOMA Standards").

2. Common Areas

Tenant and its agents, employees, and invitees have the non-exclusive right with others designated by Landlord to the free use of the common areas in the Building and of the land (Land) on which the Building is located for the common areas' intended and normal purpose. Common areas include elevators, sidewalks, parking areas, driveways, hallways, stairways, public bathrooms, common entrances, lobby, and other similar public areas and access ways. Landlord may change the common areas if the changes do not materially and unreasonably interfere with Tenant's access to the Premises or use of them.

3. Term

- 3.1 The term of this Lease shall be for a period of two (2) years commencing on the date (the "Commencement Date") which is the later to occur of (a) Tenant obtaining the registration described in Section 3.2 below (b) and September 1, 2015.
- 3.2 This Lease is contingent on the Tenant obtaining a registration as a registered organization in the New York Medical Marijuana Program by the New York State Department of Health.
- 3.3 Provided tenant is not in default beyond any cure period, has not materially changed its use of the premises or had a material negative change in its financial condition and after any required notice, Tenant may renew this Lease for one (1) extension term of two (2) years each on the same terms and conditions as during the original term except Base Rent, which shall be increased to \$16.00 per rentable square foot, being \$12,432 per year, payable monthly at the rate of \$1,036. The terms and conditions of the lease applicable at the expiration date will govern the extended term.

SECTION 2.0 RENT AND SECURITY

4. Base Rent

Tenant will pay Landlord, during the term hereof, the annual rental ("Base Rent") as follows:

Beginning with the Commencement Date, Tenant shall pay Base Rent in the amount of \$14.00 per rentable square foot of the Premises per year, being \$10,878 per year, payable monthly at the rate of \$906.50 during the initial term.

Base Rent shall be payable, without demand or notice, in equal monthly installments on the first of each and every month, in advance, without off-set, recoupment or deduction of any kind. Base Rent for the first month, or partial month, or a prorated amount if less than an entire month, shall be due within ten (10) days after execution of this Lease. Base Rent for any partial month shall be prorated on a per diem basis (based on actual days in the partial month).

5. Additional Rent

- 5.1 All electricity consumed (e.g., for lighting, heating, cooling, operation of business equipment/computers) in the demised premises shall be paid for by the Tenant. Tenant shall also pay its pro-rata share of common area electric. Charges shall be billed based upon:

**Demised
Premises**

**Common
Area**

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☐
☐
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Separate utility meter

Separate sub-meter

Pro-rated utility meter

Pro-rated sub-meter

Fixed rate of \$1.45 per rentable square foot per year, billed monthly.
Rate to be increased annually on July 1 based on the change in the
Consumer Price Index for Northeast Utilities. All
Urban Consumers, Northeast Area (non-seasonally adjusted) for
the prior calendar year.

Where a separate utility meter is indicated, Tenant shall establish an account and make payments directly to the utility company. The Tenant is responsible for any security deposit that may be required by the utility company. Tenant shall cooperate with Landlord by providing information necessary to monitor energy usage through the utilities website, including but not limited to execution of a consent letter with utility company (Exhibit H).

Landlord may include in electrical costs the cost of energy savings related improvements or any other costs which can reasonably be expected to reduce electrical costs with such cost being recovered over the period which a qualified person such as an engineer or architect shall estimate as the "payback" period. The "payback" period is the time over which estimated expense savings shall equal the cost of obtaining said savings. By way of example: If the aggregate costs of such energy savings related improvement are \$10,000, the projected annual savings are \$2,500 and the payback period for such energy savings related improvement is forty-eight (48) months, then Landlord may include \$2,500 of the aggregate costs of such energy savings related improvement in electrical costs for four consecutive years commencing with the first month following the month in which such energy savings related improvement is completed and placed in service.

5.2 The Tenant shall pay as additional rent its accrued pro-rata share of increases in real estate taxes as paid by Landlord subject to the following terms and conditions:

- (a) The "base year" for real estate taxes shall be calendar year 2015.
- (b) Real Estate Taxes are defined as all real property taxes levied or assessed and paid against the land and building of which the demised premises form a part.
- (c) Base Year Real Estate Taxes means the Real Estate Taxes accrued for the base year adjusted to reflect full assessment without abatement.

Examples (for illustrative purposes only – not actual tax figures)

Base Year = 2008

School tax 7/07 – 6/08 = \$40,000

School tax 7/08 – 6/09 = \$42,000

Assumption #1: Base year at full assessment

Base Year School Tax = (\$40,000 x 6/12) + (\$42,000 x 6/12) = \$41,000.

Assumption #2: Base year at 80% of full assessment, current tax bill at full assessment.
Base Year School Tax = \$41,000/.8 = \$51,250.

- (d) Landlord shall submit to Tenant an accounting of its pro-rata share of additional rent due for increases in real estate taxes over Base Year Real Estate Taxes as paid. The accounting shall include a copy of the original tax bill paid by Landlord. General Tax is generally paid in January (with the exception of certain villages) and School Tax in September. No additional rent will accrue during the initial twelve months of the lease.
- (e) Landlord shall have the right to require Tenant to make estimated monthly payments on account of the respective amounts Tenant will be obligated to pay pursuant to this Article for real estate taxes. If so exercised, Landlord shall submit to Tenant a statement setting forth that one-twelfth (1/12th) of additional real estate taxes paid over the Base Year Real Estate Taxes be added or deducted from the monthly rental then in effect. As future bills are paid in accordance with 5.2(d), the accounting will reflect the estimated payments required by this Article.
- (f) If Tenant shall have paid additional rent on account of contested Real Estate Taxes and Landlord thereafter receives a refund of such taxes, Tenant shall receive a pro-rata share of such refund (net of reasonable expenses).

5.3 The Tenant shall pay as additional rent its pro-rata share of increases in "Building Operating Expenses" incurred by Landlord in the operation of the Property during each Operating Year, subject to the following terms and conditions.

- (a) The "base year" for "Building Operating Expenses" shall be calendar year 2015. Each subsequent calendar year shall be considered the current "operating year".
- (b) Property means the Building, its equipment and systems, land and land improvements.
- (c) Building Operating Expenses are defined as all reasonable costs and expenses incurred by or on behalf of Landlord in operating, maintaining, repairing, protecting and managing the Property in accordance with generally accepted accounting practices consistently applied (except as modified by 5.3(c)(5)), including:
 - (1) Salaries and other reasonable compensation (and related payroll taxes) of personnel engaged in the direct operation, maintenance, repair or management of the Property, including payroll taxes and other fringe benefits related thereto;
 - (2) Services of independent contractors, including but not limited to engineers, mechanics, electricians, plumbers, window cleaners;
 - (3) The purchase, cleaning and replacement of uniforms for employees;
 - (4) Repairs and maintenance of the Property and the cost of supplies, tools, materials, equipment and parts, but not items that would normally be capitalized under generally accepted accounting principles;
 - (5) Repairs and maintenance as per 5.3(c)(4) which are includable as expenses under generally accepted accounting principles but are non-recurring on a year to year

basis and which are significant in nature (as determined by the Landlord) shall be amortized over a reasonable period including:

3 Years

Parking lot striping and seal coating
Walk off mats

5 Years

Painting and redecorating
Parking deck sealing
Full building light bulb replacement

10 Years

Exterior caulking
Duct cleaning

- (6) Insurance on the Property and for employees specified in 5.3(c)(1) including:
 - All risk property coverage with full replacement protection.
 - Commercial general liability coverage and umbrella and excess liability coverage of \$50 million.
 - Energy equipment (boiler and machinery) coverage.
 - Workers' compensation, disability, employer's liability, fidelity, life and health, etc.
 - Equipment and auto coverage.
 - Other insurance as is customary for operators of first class office properties;
 - (7) Costs incurred for inspection and servicing, including all outside maintenance contracts necessary or proper for the maintenance of the Property, including janitorial, rubbish removal and recycling, exterminating, water treatment, elevator, lawn care and landscaping, snow and ice removal, parking lot (deck maintenance);
 - (8) Costs incurred for electricity (not otherwise reimbursed), water and sewer, gas, fuel, telephone and internet service, or other utilities;
 - (9) Cost of energy saving or similar equipment or any other cost which can reasonably be expected to reduce other operating expense with such cost being recovered over the period which a qualified person such as an engineer or architect shall estimate as the "pay back" period. The "pay back" period is the time over which estimated operating expense savings shall equal the cost of obtaining said savings;
 - (10) License, permit and inspection fees (except for construction or alterations);
 - (11) Other costs reasonably necessary to operate, repair, manage and maintain the Property in a first class manner and condition.
- (d) Notwithstanding Article 5.3(c) Building Operating Expenses exclude:
- (1) Real Estate Taxes as defined in Article 5.2;

- (2) Leasing commissions and other expenses applicable to leasing, renovating or improving for a particular tenant;
 - (3) Depreciation and amortization on the Building, except as expressly permitted elsewhere in the Lease;
 - (4) Overhead and profit and costs paid to affiliates of Landlord to the extent they exceed competitive costs;
 - (5) Interest;
 - (6) Compensation of administrative and executive staff;
 - (7) Costs, fines or penalties (unless caused by Tenant);
 - (8) Costs related to hazardous wastes unless ordinary and necessary (i.e., light bulb and ballast recycling);
 - (9) Federal, state or local income taxes.
- (e) If 90% or less of the rentable square footage in the Building is occupied, on average, in the base year or any operating year subsequent to the base year, then Building Operating Expenses shall be established by the Landlord as if such Building were occupied to the extent of 90% of the rentable square footage therein during both the base year and the operating year being measured. If the building is occupied at greater than 90% during the base year and operating year than actual expenses shall be used without gross up. Only those expenses that are affected by variations in occupancy levels, as reasonably determined by Landlord, shall be grossed up.
- (f) If during any operating year the Landlord eliminates, reduces, or adds a material operating expense relative to the base year, the component shall be adjusted, accordingly, in the base year to fairly reflect the true change in cost over the base year.
- (g) Within one hundred eighty (180) days following the end of the twelve (12) month period subsequent to the "base year," and each Operating Year thereafter, Landlord will deliver to Tenant detailed statements setting forth the amount payable as additional rent, "Building Operating Expenses" incurred during the "base year" and "Building Operating Expenses" for the most current Operating Year. Tenant's pro-rata share shall be calculated commencing with the first anniversary of the lease commencement (i.e. no additional rent shall accrue for the first twelve months of the Lease). Payment shall be due from Tenant within thirty (30) days of receipt. During a period of ninety (90) days after receipt of the statements, Tenant shall have a right to inspect Landlord's books and records, during normal business hours, for the purpose of verifying the statements.

Tenant may contest Landlord's computations, in whole or in part, by giving Landlord written notice no later than ten (10) days after the expiration of the 90 day inspection period. Objections will be disposed of by mutual agreement or three party arbitration. Landlord agrees to reimburse or credit Tenant within five days after final determination if Tenant prevails.

Within thirty (30) days of final determination of the computation of the Tenant's pro rata share of the increase, Tenant shall reimburse Landlord for said increase. In addition, one-twelfth (1/12th) of the amount of said increase, at the Landlord's discretion, shall be added to the monthly rentals due during the subsequent year. Retroactive monthly additions shall be paid with the first monthly rental due following final determination.

For each subsequent operating year through the remainder of the lease term, Landlord shall submit a statement of Operating Expenses to the Tenant which shall be subject to the same inspection and payment terms stated above, adjusted for pre-paid installments.

In no event shall any adjustment result in a reduction in rent below the rent in the first year of the Lease.

- 5.4 The Tenant shall reimburse the Landlord for any cost it incurs for checks returned or payments rejected for insufficient funds plus a \$10 processing fee.

6. Security Deposit

- 6.1 Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord the sum of one thousand dollars (\$1,000.00) as a "Security Deposit." The security deposit shall be security for the performance by Tenant of all Tenant's obligations, covenants, conditions and agreements under this Lease.
- 6.2 Tenant shall have the right to deposit and maintain the Security Deposit as an irrevocable commercial standby letter of credit in form and substance acceptable to Landlord.

Landlord's willingness to accept a Letter of Credit in lieu of cash is an accommodation to Tenant and Tenant bears all risk of issuer being unable to honor a proper presentment thereon.

- 6.3 In the event of any default beyond applicable notice and cure period by Tenant hereunder during the Lease Term, Landlord shall have the right, but shall not be obligated, to use, apply or retain all or any portion of the Security Deposit for (a) the payment of any rent as to which Tenant is in default beyond applicable notice and cure periods, or (b) the payment of any amount which Tenant may be obligated to pay to repair physical damage to the Premises or the Building pursuant to this Lease, or (c) the payment of any amount which Tenant may be obligated to pay for the compensation to Landlord for any losses incurred by reason of Tenant's default beyond applicable notice and cure periods, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the Security Deposit is so used or applied, then within ten (10) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease. The Security Deposit is not a measure of damages or liquidated damages, and Landlord's use of the Security Deposit is not a waiver of its other rights and remedies. Provided Tenant is not in default hereunder, Landlord shall return the Security Deposit to Tenant, less such portion thereof as Landlord shall have applied or be entitled to apply to satisfy any default beyond applicable notice and cure periods by Tenant hereunder which remains uncured at such time, after the last to occur of the making of the payment of the final Operating Year's increase in Annual Operating Charges and/or Real Estate Taxes under Section 5, or within forty-five (45) days following the later to occur of the expiration of the Lease Term of the vacating and surrendering of the Premises by Tenant to Landlord.

- 6.4 In the event of the sale or transfer of Landlord's interest in the Building, Landlord shall have the right to transfer the Security Deposit to the transferee of Landlord's interest, in which event Tenant shall look only to the new landlord for the return of the security deposit, and the transferor Landlord shall thereupon be released from all liability to Tenant for the return of the Security Deposit. Tenant hereby acknowledges that Tenant will not look to the holder of any Mortgage encumbering the Building or the Property for return of the Security Deposit if such holder or its successors or assigns shall succeed to the ownership of the Building or Property whether by foreclosure or deed in lieu thereof, except if and to the extent the Security Deposit is actually received by such holder.
- 6.5 Without limiting Landlord's other rights and remedies provided for in this Lease, Landlord shall have the right to increase the Security Deposit if Tenant is in default beyond applicable notice a cure periods under this Lease more than three (3) times within any twelve (12) month period, irrespective of whether or not such default is cured. Landlord may increase the Security Deposit to an amount not in excess of three times the original Security Deposit amount. Such increase shall be paid by Tenant within five (5) business days after written demand by Landlord.

7. Late Fees

If Tenant fails to make any payment of rent or additional rent within five (5) business days of the date such payment is due and payable, Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such payment, together with interest on said overdue amount from the due date until paid at the rate of eighteen percent (18%) per annum or such lesser rate as may be the maximum allowed by applicable law. Such late charges and interest shall constitute additional rent due hereunder, shall be paid within (10) business days after demand therefore by Landlord and shall be in addition to all other rights and remedies provided to Landlord in this Lease. Notwithstanding the foregoing, Tenant shall not be subject to the foregoing for the first late payment in any twelve (12) month period, provided such payments paid after the expiration of applicable notice and cure period for same.

SECTION 3.0 PROPERTY USE AND SERVICES

8. Landlord's Services

- 8.1 Landlord agrees to furnish and maintain at the Landlord's expense:
- (a) Access to the premises twenty-four (24) hours a day, seven (7) days a week;
 - (b) Passenger elevator service twenty-four (24) hours a day, seven (7) days a week. Landlord shall have the right to remove elevators from service as may be required for servicing or maintaining the elevators and/or the Building; provided, however, that Landlord will also provide at least one elevator subject to call for all tenants in general.
 - (c) Heat, ventilation and air conditioning ("HVAC") during normal business hours. If Tenant requires air-conditioning or heat beyond the normal hours of operation set forth herein, Landlord will furnish such air conditioning or heat provided Tenant gives Landlord sufficient advance notice of such requirement, and Tenant hereby agrees to pay for such extra service in accordance with Landlord's reasonable estimate of costs for such extra service.

- (d) Maintenance of the building and its common areas as a first class office building.
 - (e) Lighting to provide 75 foot candles at desk height.
 - (f) Hot and cold potable water for normal office use.
 - (g) One chilled drinking fountain per floor.
 - (h) A reasonable number of electrical outlets.
 - (i) Venetian blinds on all windows.
 - (j) Adequate directory in the lobby.
- 8.2 The normal hours of operation of the Building will be 7:00 a.m. to 6:00 p.m. on Monday through Friday (except legal holidays). There will be no normal hours of operation of the Building on Sunday or legal holidays, and Landlord shall not be obligated to maintain or operate the Building at such times unless special arrangements are made by Tenant.
- 8.3 It is understood and agreed that Landlord shall not have any liability whatsoever to Tenant as a result of Landlord's failure or inability to furnish any of the utilities or services required to be furnished by Landlord hereunder, whether resulting from breakdown, removal from service for maintenance or repairs, strikes, scarcity of labor or Hazardous Materials, acts of God, governmental requirements or from any other cause beyond the Landlord's control.

9. Use of Premises

Tenant shall use and occupy the Premises solely for a dispensary of medical marihuana, general office purposes, uses ancillary thereto, and for no other use or purpose. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance or unreasonable annoyance to Landlord or other tenants of the Building.

10. Tenant's Care of Premises

Tenant shall take good care of the premises and fixtures, make good any injury or breakage done by Tenant or Tenant's agents, employees or visitors, and shall quit and surrender said premises at the end of said term in as good condition as the reasonable use thereof will permit; shall not make any additions, alterations or improvements in said premises, or permit any additional lock or fastening on any door, without the written consent of Landlord; and all alterations, partitions, additions, or improvements, which may be made by either of the parties hereto upon the premises, shall be the property of Landlord, and shall remain upon and be surrendered with the premises, as a part thereof, at the termination of this Lease, without disturbance, molestation or injury unless otherwise directed by Landlord pursuant to Section 11.3 hereof.

11. Alterations

- 11.1 (a) Tenant will not make or permit anyone to make any alterations, decorations, additions or improvements (herein referred to collectively as "Alterations"), structural or otherwise, in or to the Premises or the Building without the prior written consent of the Landlord,

which shall not be unreasonably withheld. When granting its consent, Landlord may impose any conditions it deems appropriate, including without limitation, the approval of plans and specifications, approval of the contractor or other persons to perform the work, and the obtaining of a performance bond in an amount specified by Landlord and specified insurance. All Alterations permitted by Landlord must conform to all rules and regulations established from time to time by the Board of Fire Underwriters having jurisdiction or any similar body exercising similar functions, and to all laws, statutes, ordinances, codes, rules, regulations and requirements of the federal and/or state, county, municipal or other applicable governments. Without limiting the foregoing, all cable installed by or for Tenant, must be tagged with an identification tag or other distinguishing mark to clearly identify it as relating to Tenant and/or the Premises, and Landlord must be given notice of the location of all such cable as and when it is installed. Tenant and Tenant's contractors shall abide by Landlord's "Contractor Rules and Regulations".

- (b) As a condition precedent to such written consent of Landlord, Tenant agrees to obtain and deliver to Landlord written, unconditional waivers of mechanic's and material men's liens against the Building and the Land from all work, labor and services to be performed, and any materials supplied, in connection with any Alterations. It is further understood and agreed that any Alterations, other than those made by Landlord directly, shall be conducted on behalf of Tenant and not on behalf of Landlord, and that Tenant shall not be deemed to be the agent of Landlord. It is further understood and agreed that in the event Landlord shall give its written consent to the making of any Alterations, such written consent shall not be deemed to be an agreement or consent by Landlord to subject its interest in the Premises, or any leasehold or other interest of Tenant in the Premises, the Building or the Land, to any mechanic's or material men's liens which may be filed in connection therewith. If, notwithstanding the foregoing, any mechanic's or material men's lien is filed against the Premises, Tenant's interest therein, the Building and/or the Land for work claimed to have been done for, or materials claimed to have been furnished to, the Premises or to Tenant, such lien shall be discharged by Tenant within five (5) days after notice, at Tenant's sole cost and expense, by the payment thereof or by the filing of a bond. If Tenant shall fail to discharge any such mechanic's or material men's lien, Landlord may, at its sole option, discharge such lien and treat the cost thereof (including attorney's fees incurred in connection therewith) as additional rent payable with the next Fixed Monthly Rent payment falling due. It is expressly agreed that such discharge by Landlord shall not be deemed to waive or release the default of Tenant in not discharging such lien.

- 11.2 Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, suits, actions, proceedings, liens, liabilities, judgments, damages, losses, costs and expenses (including, without limitation, attorneys' fees) based on or arising directly or indirectly by reason of the making of any Tenant Alterations Improvement Work. If any Tenant Alterations are made without the prior written consent of Landlord, Landlord shall have the right to remove and correct such changes and to restore the Premises and the Building to their condition immediately prior thereto, and Tenant shall be liable for all expenses incurred by Landlord in connection therewith.
- 11.3 Alterations to the Premises or the Building (except for personal property solely owned by Tenant), made by either party shall immediately become the property of Landlord and shall remain upon and be surrendered with the Premises as part thereof at the end of the Lease Term except that (a) if Tenant is not in default beyond applicable notice and cure periods under this Lease, Tenant shall have the right to remove, prior to the expiration of the Lease Term, all

movable furniture, furnishings and equipment installed in the Premises solely at the expense of the Tenant, and (b) Landlord shall have the right to require Tenant to remove all Tenant Improvement Work and Alterations at the end of the Lease Term at the sole cost of Tenant, provided that Landlord shall have designated in writing that the removal of such Alteration is required at the time such Alteration is approved thereby. Unless Landlord otherwise specifically agrees in writing at or prior to the installation of the same, all data and communications cabling and equipment installed in the Premises or the Building for the exclusive use of Tenant, whether originally installed by Landlord or Tenant, shall be removed by Tenant at its own cost and expense upon the expiration or termination of the Lease Term. All damage and injury to the Premises or to the Building caused by such removal shall be repaired by Tenant, at Tenant's sole expense. If such property of Tenant is not removed by Tenant prior to the expiration or termination of this Lease, the same shall be deemed to have been abandoned by Tenant and shall be surrendered with the Premises as a part thereof, which property may be retained by Landlord or disposed of at Tenant's expense. Tenant's obligation to pay for any costs incurred by Landlord for the disposal of such abandoned property shall survive the expiration or earlier termination of this Lease.

12. Rules and Regulations

- 12.1 Tenant and its agents, employees, invitees and subtenants shall at all times abide by and observe the rules and regulations promulgated by Landlord and attached hereto as Exhibit D. In addition, Tenant and its agents, employees, invitees and subtenants shall abide by and observe all other rules or regulations that Landlord may promulgate from time to time for the operation and maintenance of the Building, provided that notice thereof is given to Tenant and such rules and regulations are not inconsistent with the provisions of the Lease.
- 12.2 Landlord shall not be liable to Tenant for the violation of such rules or regulations or lease by any other tenant or its employees, agents, invitees or subtenants.

13. Compliance with Laws

- 13.1 Tenant shall comply with all present and future laws, statutes, ordinances, codes, rules, regulations, and orders of the United States of America and any other public or quasi-public authority having jurisdiction over the Premises.
- 13.2 Notwithstanding anything to the contrary contained herein, Landlord acknowledges and agrees that its rights of reentry into the Premises do not confer on it the authority to manufacture and/or dispense on the Premises medical marijuana in accordance with Article 33 of the Public Health Law and agrees to provide New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the Premises or to initiate dispossession proceedings or the Lease is due to expire, at least thirty (30) days prior to the date on which Landlord intends to exercise a right of reentry or institute such proceeding or at least sixty (60) days before the expiration of this Lease.

14. Environmental Compliance

- (a) Tenant shall not use any portion or all of the Property for the use, generation, treatment, storage or disposal of "toxic substances," "contaminants," "pollutants," hazardous materials," "hazardous waste," "hazardous substances" or "oil" (collectively, "Hazardous Materials"), as

such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., as amended, and any and all other environmental statutes which regulate the use of hazardous and/or dangerous substances, and the regulations promulgated thereunder and any and all state and local laws, statutes, codes, ordinances, rules and regulations, without the express prior written consent of Landlord, and then only to the extent that the presence and/or discharge of the Hazardous Materials is (i) properly licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations and (ii) in compliance with any terms and conditions stated in said prior written approval by Landlord. Notwithstanding the foregoing, Tenant may use such Hazardous Materials as are used for ordinary office purposes in the ordinary course of Tenant's business, provided that such use is in accordance with all applicable statutes, laws, codes, ordinances, rules and regulations, and any manufacturer's instructions. Tenant shall be solely responsible for removing all such permitted Hazardous Materials from the Property at Tenant's sole cost and expense, and Landlord shall have no liability or obligation with respect thereto. Notwithstanding the permitted use of certain Hazardous Materials, Tenant may not discharge any Hazardous Materials except as provided by applicable statutes, laws, codes, ordinances, rules and/or regulations, and specifically may not discharge any Hazardous Materials in any public sewer or any drain and/or drainpipe leading or connected thereto. Tenant shall promptly give written notice to Landlord of any communication received by Tenant from any governmental authority or other person or entity concerning any complaint, investigation or inquiry regarding any use, generation, treatment, storage or disposal (or alleged use, generation, treatment, storage or disposal) by Tenant of any Hazardous Materials. Landlord shall have the right (but not the obligation) as an Operating Expense to conduct such investigations or tests (or both) as Landlord shall deem necessary with respect to any such complaint, investigation or inquiry, and Tenant, at its expense, shall take such action (or refrain from taking such action) as Landlord may request in connection with such investigations and tests by Landlord. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be liable for any Hazardous Materials existing in the Building or Premises on or before Commencement Date hereof.

- (b) Landlord represents and warrants that it has no knowledge of mold in the Building. In the event that Tenant hereafter obtains actual knowledge of mold in the Building or that Landlord hereafter obtains actual knowledge of mold in the Building and believes that such mold could have an adverse effect on the health of any person of normal susceptibility in the Premises, the party with such knowledge shall promptly notify the other party. The Landlord shall then attempt in good faith to address any health concerns relating thereto and ameliorate the same consistent with the then-current state of scientific knowledge and industry standard in comparable buildings.
- (c) Notwithstanding anything in this Lease to the contrary, Tenant shall not materially adversely affect the indoor air quality of the Premises or the Building. Tenant shall reimburse the Landlord for the cost of indoor air quality testing if it is determined that the air quality was adversely affected by the introduction of irritants from the Tenant's operations.
- (d) This Section shall survive the expiration or termination of this Lease.

15. Quiet Enjoyment

Landlord covenants that it has the right to make this Lease for the Lease Term and that if Tenant shall pay all rent when due and punctually perform all of the covenants, terms, conditions and agreements of

this Lease to be performed by Tenant, Tenant shall have the right, during the Lease Term, to freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord, subject to the provisions of this Lease.

16. Subordination and Non-Disturbance

- 16.1 (a) This Lease and Tenant's interest hereunder is and shall remain subject and subordinate to the lien of any and all current and future "Mortgages" (which shall include mortgages, deeds of trust, deeds to secure debt, similar security instruments and "Mortgagee" shall mean the holder or beneficiary or secured party under any Mortgage), and ground leases which may now or hereafter encumber the Building and/or the Land, or any part thereof, and to all and any renewals, extensions, modifications, recasts or refinances thereof. The foregoing subordination and/or superiority shall be automatic and shall not require execution of a separate instrument of subordination or superiority to be effective; however, in confirmation thereof, Tenant shall, within ten (10) days after Landlord's request, execute any requisite or appropriate certificate or other document. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or other document required by this clause for or on behalf of Tenant.
- (b) In any case, such ground lessor, Mortgagee, landlord or successor shall not be: bound by any prepayment on the part of Tenant of any Rent for more than one month in advance; bound by the payment of any security deposit except to the extent actually received by it; liable for any default (except of a continuing nature), act or omission of any prior landlord; subject to any counterclaims, defenses or offsets which Tenant might have against any prior landlord; or bound by this Lease or any amendment or modification of this Lease unless Landlord's ground lessor or Mortgagee, as may be applicable, at the applicable time had approved the same in writing.
- 16.2 Tenant agrees that in the event any proceedings are brought for the foreclosure of any Mortgage encumbering the Building, the Land, or any part thereof, or the termination of any ground lease affecting the Building, the Land, or any part thereof, Tenant shall be deemed to automatically attorn to the purchaser at such foreclosure sale or to any ground lessor, as the case may be, and shall recognize such party as Landlord under this Lease, and Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event any such foreclosure proceeding or termination is prosecuted or completed. The foregoing attornment does not abrogate, limit or otherwise affect the rights of any Mortgagee or ground lessor whose Mortgage or ground lease is superior to this Lease or of any purchaser at a foreclosure sale pursuant to such a Mortgage.
- 16.3 Tenant agrees to simultaneously furnish to any ground lessor and/or Mortgagee of which Tenant has notice copies of any default or other notices delivered by Tenant to Landlord in connection with this Lease, and no such notice shall be effective against such ground lessor or Mortgagee unless and until a copy of it is sent to each such ground lessor or Mortgagee. Each such ground lessor and Mortgagee shall have the right (but not the obligation) to cure any default by Landlord within the same time period afforded to Landlord to cure any such default, plus such additional period of time thereafter as may be reasonably necessary for such ground lessor or Mortgagee to cure such default, including (without limitation) any period necessary for such

ground lessor or Mortgagee to obtain possession of the Property, if required, in order to cure such default.

17. Estoppel Certificates

Landlord and Tenant each agrees, at any time from time to time, upon not less than ten (10) business days' prior written notice by the other party, to execute, acknowledge and deliver to the requesting party a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications); (b) stating whether such Tenant has taken possession of the Premises; (c) stating whether Tenant has sublet all or any part of the Premises or assigned this Lease in whole or in part; (d) stating whether any rent abatements exist under this Lease and the dates to which the rent has been paid by Tenant; (e) stating whether or not, to the knowledge of the other party, the requesting party is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying the nature of such default; (f) if any improvements are required to be performed by Landlord under this Lease, stating that all such work has been satisfactorily completed or, if not, providing a list of items excepted; (g) stating the Lease Commencement Date, the rent commencement date and the scheduled expiration date of the Lease Term; (h) stating whether any security deposit has been posted; (i) stating whether such party has any knowledge of any environmental problem affecting the Premises or the Property; (j) stating whether Tenant has any expansion, contraction, renewal or termination options of any sort or any right to purchase the Building and/or the Land and, if Tenant does have any of the foregoing, stating whether Tenant has exercised such option(s); (k) stating the address to which notices to such party are to be sent; and (l) certifying as to such other matters as may reasonably be requested. As a condition for obtaining Tenant's statement Landlord shall obtain a non-disturbance agreement from mortgagee which includes an agreement (a) not to disaffirm the Lease; (b) not to disturb possession or use; (c) to assume the Landlord's obligations except for rent paid more than one month in advance or for any defaults arising before the foreclosure, except such defaults of a continuing nature regarding repairs, maintenance and or access to the Premises. Any such statement delivered by Tenant may be relied upon by Landlord, any owner of the Building or the Land, any prospective purchaser of the Building or Land, any Mortgagee or prospective Mortgagee of the Building or Land or of Landlord's interest therein, or any prospective assignee of any such Mortgagee.

18. Assignment and Subletting

- 18.1 (a) Tenant shall not sell, assign, transfer, mortgage or otherwise encumber this Lease or its interest therein (collectively "assign" or "assignment") or sublet, rent or permit anyone to occupy the Premises, or any part thereof (collectively "sublet"), without obtaining the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute judgment as to any assignment and which consent shall not be unreasonably withheld, conditioned or delayed as to any subletting. Notwithstanding the foregoing, this Lease may not be assigned, and the Premises may not be sublet, to any person or entity who may claim the defense of sovereign immunity or any similar defense. When Landlord's "consent" is referenced herein, it shall refer to both approval of the proposed assignee/subtenant and approval of the instrument of assignment/sublet and any amendment thereof.
- (b) In no event may this Lease be assigned in part, nor may the Premises be subleased in part. No assignment or sublet may be effectuated by operation of law or otherwise without the prior written consent of Landlord as aforesaid. The consent of Landlord to any assignment or subletting, or the implementation of any assignment or subletting

that may be permitted hereunder without Landlord's consent, shall not be construed as a waiver or release of Tenant from liability for the performance of all covenants and obligations to be performed by Tenant under this Lease, nor shall the collection or acceptance of rent from any assignee or subtenant constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease, and the assignor Tenant shall remain jointly and severally liable for the continued performance of Tenant's obligations. Tenant hereby waives all suretyship and similar technical defenses, including, without limitation, defense arising from the amendment, renewal, termination or expiration of this Lease without its knowledge or consent. Landlord's consent to any assignment or subletting shall not be construed as relieving Tenant from the obligation of obtaining Landlord's prior written consent to any subsequent assignment or subletting. If Tenant is in default hereunder beyond applicable notice and cure period, Tenant hereby authorizes each such subtenant to pay said rent directly to Landlord. The cost of any construction required to permit the operation of any subleased space separate from the balance of the Premises shall be an Alteration, and the cost thereof shall be borne solely by Tenant.

- (c) In all cases where Tenant seeks permission to take or do an act referred to in this Article, Tenant first shall give Landlord thirty (30) days prior written notice enclosing a full and complete copy of the bona-fide sublet, assignment or other agreement applicable to the proposed transaction and any processing fee required hereunder. For thirty (30) days following receipt thereof, Landlord shall have the right, exercisable by sending notice to Tenant, to retake from Tenant: (i) all of the Premises for the balance of the Lease Term in the event Tenant notified Landlord of its intention to assign this Lease; or (ii) only so much of the Premises for so much of the Term as Tenant intends to sublet in the event Tenant notified Landlord of its intention to sublet the Premises or a portion thereof. In either of the events described in clause (i) or (ii) above, this Lease shall be terminated as of the date specified for such termination in Landlord's notice aforesaid as to the portion or all of the Premises so retaken, provided that any and all liabilities of Tenant which accrued and remained unsatisfied prior to the date of such termination shall survive such termination. In the event Landlord does not exercise its aforesaid right within thirty (30) days of receipt of said notice and any processing fee required hereunder, Tenant then may assign or sublet, as the case may be, to the intended sublease or assignee, provided Tenant has obtained the prior written consent of Landlord, which may be given or withheld according to the standard set forth in Section 18.1(a).
- (d) Anything herein to the contrary notwithstanding, if Landlord shall not elect to exercise the right set forth in the immediately preceding paragraph, such election shall not under any circumstances be deemed a consent to the proposed subletting or assignment of Tenant's interest in and to this Lease and/or the Premises, and it is expressly understood that any determination by Landlord not to exercise such right shall not preclude Landlord from withholding its consent to such proposed subletting or assignment.
- (e) In the event of any assignment or sublet, then fifty percent (50%) of any purchase price, assignment fee, furniture or equipment purchase or rental payment, incremental monthly rent or other payment due to Tenant, if any, as the result of any such assignment or sublease which is in excess of the rent (or pro rata portion thereof) then payable by Tenant under this Lease shall be paid by Tenant to Landlord as additional rent as and when received by Tenant. If such sum is payable to Tenant in a lump sum,

the lump sum shall be amortized on a straight-line basis over the then-remaining Lease Term to determine if the payment is in excess of the rent then payable by Tenant.

- (f) Tenant shall be responsible for and agrees to pay (i) a non-refundable processing fee of One Hundred Dollars (\$100.00) upon submission of a proposed sublet or assignment to Landlord and (ii) any out-of-pocket costs and expenses, including (without limitation) reasonable legal fees, incurred by Landlord in connection with any actual, proposed or purported assignment or sublease, whether or not Landlord consents thereto; provided that in no event shall such fees be in excess of \$2,500.

18.2 If Tenant is a partnership or limited liability company, a withdrawal or change (whether by way of one or more withdrawals or changes) — whether voluntary, involuntary or by operation of law — of partners or members owning a controlling or majority interest in Tenant on the date hereof shall be deemed a voluntary assignment of this Lease and subject to the provisions of Section 18.1. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer (whether by way of one or more sales or transfers) of a controlling or majority interest of the capital stock of Tenant shall be deemed a voluntary assignment of this Lease and subject to the provisions of Section 18.1. However, the preceding sentence shall not apply to corporations whose stock is traded through a national or regional exchange or over-the-counter. It is understood and agreed that a controlling interest for purposes of this Article may be less than a majority interest.

19. Parking

At no additional expense to Tenant, Landlord agrees to provide four (4) parking spaces on an unreserved basis and one (1) space for the Tenant's exclusive use.

20. Signage

No sign, advertisement or notice shall be inscribed, painted, affixed or otherwise displayed by Tenant on any part of the exterior or the interior of the Premises or the Building except on the directories and the doors of offices and such other areas as are designated by Landlord. All signage, advertisements or notices must be only in such place, number, size, color and style as are approved by Landlord in its sole and absolute discretion. All of Tenant's signs that are approved by Landlord shall be obtained by Tenant at its sole cost and expense and installed by Tenant at Tenant's sole cost and expense. If any sign, advertisement or notice that has not been approved by Landlord is exhibited or installed by Tenant, Landlord shall have the right to remove the same at Tenant's expense. Landlord shall have the right to prohibit any advertisement of or by Tenant which in Landlord's opinion tends to impair the reputation of the Building or its desirability as a high-quality office building, and, upon written notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement. Landlord reserves the right to affix, install and display signs, advertisements and notices on any part of the exterior or interior of the Building except in the Premises.

Landlord shall, at Landlord's cost, add Tenant to any exterior or interior building directory. Any subsequent changes to these directories, required by the Tenant, shall be at Tenant's cost.

21. Use of Roof

- 21.1 Tenant will not install any equipment on the roof without first obtaining the prior written consent of the Landlord, which consent may be withheld in Landlord's sole and absolute discretion.
- 21.2 In the event Landlord grants permission to the Tenant to place communication equipment on the Building's roof, such permission shall be subject to the terms and conditions set forth in Exhibit E attached hereto. All of the terms of this Lease shall be applicable to Tenant's Communications Equipment (as defined in Exhibit E) as if the Communications Equipment were part of the Premises, but Tenant acknowledges that the Communications Equipment is not part of the Premises.

22. End of Term

On the date of the expiration or termination of the Lease Term, Tenant shall quit and surrender the Premises broom clean and in good condition and repair (ordinary wear and tear and insured damage by fire or other casualty excepted), together with all the Alterations that may have been made in or attached to the Premises, but otherwise empty, unless otherwise directed by Landlord pursuant to Section 11.3 hereof.

23. Holding Over

In the event that Tenant or any party claiming under Tenant shall not immediately surrender the Premises in the condition required by Section 22, on the date of the expiration or termination of the Lease Term, Tenant shall become a tenant by the month at one hundred fifty percent (150%) of the Fixed Monthly Rent in effect during the last month of the Lease Term, plus one hundred percent (100%) of all additional rent in effect during the last month of the Lease Term (subject to increases thereafter as determined by Landlord in accordance with the provisions of this Lease). Said monthly tenancy shall commence on the first day following the expiration of the Lease Term. As a monthly tenant, Tenant shall be subject to all the terms, conditions, covenants and agreements of this Lease, except as to the amount of the monthly rent, which shall be in the amount specified in this Section. As a monthly tenant, Tenant shall give to Landlord at least thirty (30) days' written notice of any intention to quit the Premises, and Tenant shall be entitled to thirty (30) days' written notice to quit the Premises, unless an Event of Default exists and is continuing hereunder, in which event Tenant shall not be entitled to any notice to quit, the usual thirty (30) days' notice to quit being hereby expressly waived. Notwithstanding the foregoing provisions of this Section, in the event Tenant shall hold over after the expiration of the Lease Term and if Landlord shall desire to regain possession of the Premises promptly at the expiration of the Lease Term, then at any time prior to Landlord's acceptance of rent from Tenant as a monthly tenant hereunder Landlord, at its option, may forthwith re-enter and take possession of the Premises without process or by any legal process in force in the jurisdiction in which the Building is located. Landlord may accept rent in the holdover amount and concurrently commence legal proceedings to regain possession of the Premises. Tenant shall also pay to Landlord all damages sustained by Landlord, including consequential damages, resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for all or any portion of the Premises. Force majeure is not an excuse to holding over.

24. Entry by Landlord

Tenant shall permit Landlord or its agents or representatives to enter the Premises, at any time, with reasonable notice and from time to time, without charge therefore to Landlord and without diminution of the rent payable by Tenant, to examine, inspect and protect the Premises and the Building, to make

such alterations and/or repairs as in Landlord's sole judgment may be deemed necessary, or to exhibit the same to prospective purchasers and Mortgagees and, during the last twelve (12) months of the Lease Term or at any time following the initiation of any eviction proceeding, to exhibit the same to prospective tenants. In connection with any such entry, Landlord shall endeavor to minimize the disruption to Tenant's use of the Premises, but Landlord shall not be required to perform any alterations or repairs or make any entry at a time other than normal working hours. Notwithstanding the foregoing, Landlord acknowledges that under the access to the Premises is regulated under the Public Health Law of the State of New York. Accordingly, except in the case of an emergency, entry into the Premises by Landlord shall require reasonable prior written notice and be subject to Tenant's receipt of a written waiver from the New York State Department of Health. Tenant shall use commercially reasonable efforts to promptly apply for and obtain such waivers.

SECTION 4.0 INSURANCE

25. Insurance

- 25.1 Tenant shall, during the entire term hereof or during any period Tenant occupies the demised premises under a tenancy at sufferance or otherwise, including any extensions or renewals hereof, keep in full force and effect a policy of Commercial General Liability Insurance, including contractual liability insurance, with respect to this Lease, the Leased premises and the business operated by the Tenant and any sub-tenants of Tenant in the Leased premises in which the limits of liability shall be not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for claims involving Bodily Injury and Property Damage and \$1,000,000 per occurrence for Fire Damage Legal Liability related claims. The policy shall name Landlord and any person, firms, or corporations designated by Landlord as Primary Additional Insureds, on a non-contributory basis, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 30 days prior written notice. The insurance shall be in an insurance company which shall be subject to the approval of the Landlord with such approval not to be unreasonably withheld. A copy of the policy or certificate of insurance shall be delivered to the Landlord upon lease commencement date and annually thereafter without the request of Landlord. Should the Tenant engage any contractor or consultant to work in or about the Premises, the same conditions as are applicable to the Tenant under these insurance requirements shall apply to each contractor or consultant of every tier. Proof thereof shall be supplied to the Landlord.
- 25.2 Tenant shall indemnify and defend Landlord and save it harmless from and against any and all claims, suits, actions, proceedings, liabilities, damages, costs or expenses, including attorneys' fees, arising (i) from any act, omission or negligence of Tenant or its officers, contractors, licensees, agents, employees, guests, invitees or visitors in or about the Property, (ii) from Tenant's use or occupancy of the Premises or the business conducted by Tenant therein, (iii) from any breach or default under this Lease by Tenant, or (iv) from, or relating to, the enforcement by Landlord of the provisions of this Lease as against Tenant. This provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries (or death) to third parties to the extent caused solely and directly by the negligence of Landlord or its officers, contractors, licensees, agents, employees or invitees. The provisions of this Section shall survive the expiration or termination of this Lease.
- 25.3 Tenant shall not do or permit to be done any act or thing upon or about the Premises or the Property which will (i) result in the assertion of any defense by the insurer to any claim under, (ii) invalidate, or (iii) be in conflict with, the policies covering the Property, and fixtures and property therein, or which would increase the rate of fire insurance applicable to the Property to

an amount higher than it otherwise would be; and Tenant shall neither do nor permit to be done any act or thing, upon or about the Property which shall or might subject Landlord to any liability or responsibility for injury to any person or persons or to property; but nothing in this Section shall prevent Tenant's use of the Premises for the purposes stated in this Lease. If, as a result of any act or omission by or on the part of Tenant or violation of this Lease by Tenant, whether or not Landlord has consented to the same, the rate of "All Risk" or other type of insurance maintained by Landlord on the Property shall be increased to an amount higher than it otherwise would be, Tenant shall reimburse Landlord for all increases of Landlord's insurance premiums so caused; such reimbursement to be additional rent payable within ten (10) business days after demand therefor by Landlord. If, due to abandonment of or failure to occupy the Premises by Tenant, any such insurance shall be canceled by the insurance carrier, then Tenant hereby indemnifies Landlord against liability which would have been covered by such insurance. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make-up" of rates for the Property or Premises issued by the body making fire insurance rates or established by the insurance carrier providing coverage for the Property or Premises shall be presumptive evidence of the facts stated therein, including the items and charges taken into consideration in fixing the "All Risk" insurance rate then applicable to the Building or Premises.

- 25.4 Tenant shall give Landlord notice in case of crimes, solicitations, fire, accidents or other adverse incidents in the Premises or the Building promptly after Tenant is aware of such event.
- 25.5 Notwithstanding anything to the contrary contained in this Lease, Tenant agrees that it will, at its sole cost and expense, include in its property insurance policies appropriate clauses pursuant to which the insurance companies (a) waive all right of subrogation against Landlord, and any Tenant of space in the Building, with respect to losses payable under such policies, and (b) agree that such policies shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policies. Tenant shall furnish Landlord evidence satisfactory to Landlord evidencing the inclusion of said clauses in Tenant's property insurance policies. Landlord hereby waives any and all right of recovery which it might otherwise have against Tenant, its servants, agents and employees, for loss or damage occurring to the Building and fixtures, appurtenances and equipment therein to the extent the same is covered by Landlord's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Tenant, its servants, employees or agents. Tenant hereby waives any and all claims, rights of recovery, actions and causes of action which it might otherwise have against Landlord, its agents, servants and employees, and against every other tenant in the Building which shall have executed a similar waiver as set forth in this Section, for damage to the Premises, any Tenant Improvement Work or any Alterations, or for loss or damage to Tenant's furniture, furnishings, fixtures and other property, by reason of any cause required to be insured against under this Lease, regardless of cause or origin, including the negligence or fault of Landlord, its servants, agents or employees, or such other tenant or the servants, agents or employees thereof.

26. Liability of Landlord

- 26.1 Landlord shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, family members or guests for any damage, injury (including death), loss, compensation or claim, including, but not limited to, claims for the interruption or loss of Tenant's business, based on, arising out of, or resulting from any cause whatsoever, including, but not limited to, the following: repairs to any portion of the Premises or the Building; the negligence of Landlord

or any of its servants, agents, contractors or employees; interruption in the use of the Premises; any accident or damage resulting from the use or operation (by Landlord, Tenant, or any other person or persons) of elevators, or of the heating, air-conditioning, electrical, or plumbing equipment or apparatus; the termination of this Lease by reason of the destruction of the Premises; any fire, explosion, falling plaster, steam, gas, robbery, theft, mysterious disappearance, and/or any other casualty; the actions of any other tenants of the Building or of any other person or persons; any failure or inability to furnish any of the utilities or services required to be furnished by Landlord hereunder; any leakage in any part or portion of the Premises or the Building, or from water, rain or snow that may leak into, or flow from, any part of the Premises or the Building, or from drains, pipes, appliances or plumbing work in the Building or from the roof, street or subsurface or resulting from dampness or from any other cause of whatsoever nature. The occurrence of any of the foregoing items described in this Section shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement, set-off, counterclaim against, or reduction of, any rent payable hereunder. Any goods, property or personal effects stored or placed by Tenant or its employees in or about the Premises or Building shall be at the sole risk of Tenant, and Landlord shall not in any manner be held responsible therefor. It is understood that the employees of Landlord are prohibited from receiving any packages or other articles delivered to the Building for Tenant, and if any such employee receives any such package or articles, such employee shall be acting as the agent of Tenant for such purposes and not as the employee or agent of Landlord. Notwithstanding the foregoing provisions of this Section, Landlord shall not be released from liability to Tenant for any damage or injury caused by the willful misconduct of Landlord or its employees. In no event shall Tenant make any claim against Landlord for consequential, indirect or punitive damages.

- 26.2 In the event that at any time Landlord shall sell or transfer the Building, the transferor Landlord shall not be liable to Tenant for any obligations or liabilities based on or arising out of events or conditions occurring on or after the date of such sale or transfer. Upon the closing date of such sale or transfer, Tenant is deemed to automatically attorn to the purchaser or transferee.
- 26.3 In the event that at any time during the Lease Term Tenant shall have a claim against Landlord, Tenant shall not have the right to deduct the amount allegedly owed to Tenant from any rent payable to Landlord hereunder, it being understood that Tenant's sole method for recovering upon such claim shall be to institute an independent action against Landlord.
- 26.4 Notwithstanding any other provision of this Lease whatsoever, no recourse shall be had on any of Landlord's obligations hereunder or for any claim based thereon or otherwise in respect thereof against any incorporator, subscriber to the capital stock, shareholder, officer or director, past, present or future, of any corporation, or any partner or joint venturer of any partnership or joint venture, or any member or manager of any limited liability company, which shall be Landlord hereunder or included in the term "Landlord" or of any successor of any such corporation, limited liability company, partnership or joint venture, or against any principal, disclosed or undisclosed, or any affiliate of any party which shall be Landlord or included in the term "Landlord," whether directly or through Landlord or through any receiver, assignee, trustee in bankruptcy or through any other person, firm or corporation, whether by virtue of any constitution, statute or rule of law or by enforcement of any assessment or penalty or otherwise, all such liability being expressly waived and released by Tenant. Tenant shall look solely to Landlord's estate and interest in the Property, the rents and profits therefrom and the proceeds from sale or insurance for the satisfaction of any right or remedy of Tenant for the collection of a judgment or other judicial process or arbitration award requiring the payment of money by Landlord. No other property or assets of Landlord, Landlord's agents, incorporators,

shareholders, officers, directors, partners, members, managers, principals (disclosed or undisclosed) or affiliates shall be subject to levy, lien, execution, attachment or other enforcement procedure for the satisfaction of Tenant's rights and remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or under law, or Tenant's use and occupancy of the Premises, or any other liability of Landlord to Tenant.

SECTION 5.0 LOSS OF PREMISES

27. Damage and Destruction

- 27.1 If during the Lease Term the Premises or the Building are totally or partially damaged or destroyed by a casualty, thereby rendering the Premises totally or partially inaccessible or unusable, Landlord shall diligently (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company involved) restore and repair the Premises and the Building to substantially the same condition they were in prior to such damage. Provided that such damage was not caused by the act or omission of Tenant or any of its employees, agents, licensees, subtenants, customers, clients, family members or guests, until the repair and restoration of the Premises is completed Tenant shall be required to pay rent only for that part of the Premises that Tenant is able to use while repairs are being made, based on the ratio that the amount of usable rentable area bears to the total rentable area in the Premises. Landlord shall bear the costs and expenses of repairing and restoring the Premises (with the exception of the Tenant Improvement Work), except that if such damage or destruction was caused by the act or omission of Tenant or any of its employees, agents, licensees, subtenants, customers, clients, family members or guests, upon written demand from Landlord Tenant shall pay to Landlord the amount by which such costs and expenses exceed the insurance proceeds, if any, received by Landlord on account of such damage or destruction.
- 27.2 Notwithstanding anything in Section 27.1 or any other part of this Lease, (a) Landlord shall not be obligated to spend more than the net proceeds of insurance proceeds made available for such repair and restoration, and (b) if Landlord is obligated to repair and restore the Premises as provided in Section 27.1, Landlord shall not be required to repair or restore any Tenant Improvement Work or Alterations to the Premises (regardless of by whom they were made) or any trade fixtures, furnishings, equipment or personal property belonging to Tenant. It shall be Tenant's sole responsibility to repair and restore all such items. However, if requested by Tenant, Landlord shall repair any damage to the Tenant Improvement Work or Alterations to the extent Tenant's insurance proceeds are sufficient and are made available to Landlord for that purpose.
- 27.3 Notwithstanding anything to the contrary contained herein, (a) if there is a destruction of the Building that exceeds twenty-five percent (25%) of the replacement value of the Building from any risk, whether or not the Premises are damaged or destroyed, or (b) if Landlord reasonably believes that the repairs and restoration cannot be completed despite reasonable efforts within ninety (90) days after the occurrence of such damage, or (c) if Landlord reasonably believes that there will be less than two (2) years remaining in the Lease Term upon the substantial completion of such repairs and restoration, or (d) if a Mortgagee fails or refuses to make sufficient insurance proceeds available for repairs and restoration, or (e) if zoning or other applicable laws or regulations do not permit such repairs and restoration, Landlord shall have the right, at its sole option, to terminate this Lease by giving written notice of termination to Tenant within sixty (60) days after the occurrence of such damage. If this Lease is terminated

pursuant to the preceding sentence, all rent payable hereunder shall be apportioned and paid to the date of the occurrence of such damage.

28. Eminent Domain

- 28.1 If the whole or a substantial part (as hereinafter defined) of the Premises and/or the Building or the use or occupancy of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such taking), then this Lease shall terminate on the date title thereto vests in such governmental or quasi-governmental authority, and all rent payable hereunder shall be apportioned as of such date. If less than a substantial part of the Premises (or the use and occupancy thereof) is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such a taking), this Lease shall continue in full force and effect, but the rent thereafter payable hereunder shall be equitably adjusted (on the basis of the ratio of the number of square feet of rentable area taken to the total rentable area in the Premises prior to such taking) as of the date title vests in the governmental or quasi-governmental authority. For purposes of this Section, a substantial part of the Premises or the Building shall be considered to have been taken if more than twenty-five percent (25%) of the Premises or Building is rendered unusable as a result of such taking.
- 28.2 All awards, damages and other compensation paid by the condemning authority on account of the taking or condemnation (or sale under threat of such a taking) shall belong to Landlord, and Tenant hereby assigns to Landlord all rights to such awards, damages and compensation. Tenant agrees not to make any claim against Landlord or the condemning authority for any portion of such award or compensation attributable to damages to the Premises, the value of the unexpired term of this Lease, the loss of profits or goodwill, Alterations or severance damages. Nothing contained herein, however, shall prevent Tenant from pursuing a separate claim against the condemning authority for the value of furnishings, equipment and trade fixtures installed in the Premises at Tenant's expense and for relocation expenses, provided that such claim shall in no way diminish the award or compensation payable to or recoverable by Landlord in connection with such taking or condemnation.

SECTION 6.0 DEFAULT

29. Default

- 29.1 The occurrence of any of the following shall constitute an "Event of Default" by Tenant under this Lease:
- (a) If Tenant fails to make any payment of rent when due or, if no due date is specified in this Lease, within ten (10) days after notice is given.
 - (b) If Tenant violates or fails to perform any obligation set forth in Articles 11, 16, 17, 18 or 25 of this Lease beyond the expiration of any period for performance or request, notice or cure period set forth or referred to therein.
 - (c) If (i) Tenant violates or fails to perform any other term, condition, covenant or agreement to be performed or observed by Tenant under this Lease (other than as specified in this Section) and (ii) Tenant has not been given notice of the same or a

substantially similar violation or failure on three (3) or more other occasions within the twelve (12) month period preceding the most recent violation or failure, regardless of whether such earlier violations or failures were cured within the allowed cure period, and (iii) such violation or failure shall continue for thirty (30) days after notice from Landlord to Tenant of such violation or failure; provided, however, that if such violation or failure is capable of being cured but is not capable of being cured within such thirty (30) day period despite reasonable diligence, then such thirty (30) day period shall be extended for such reasonable period, not to exceed an additional sixty (60) days, in which Tenant may cure the violation or failure if Tenant commences its cure within the initial thirty (30) day period and prosecutes the cure diligently to completion thereafter. If Tenant has been given notice of the same or a substantially similar violation or failure on three (3) or more other occasions within the twelve (12) month period preceding the most recent violation or failure, regardless whether such earlier violations or failures were cured within the allowed cure period, then any subsequent violation or failure of the same or substantially similar nature within that twelve (12) month period shall be an Event of Default, without any further notice or cure period being afforded.

- (d) If Tenant abandons the Premises. (For the purposes of this Section 29.1(d) “abandon” shall mean the Tenant has (i) vacated the entire Premises and (ii) removed all personal property for a period of not less than thirty (30) consecutive days.)
- (e) If Tenant or any guarantor (i) is voluntarily adjudicated bankrupt or insolvent, (ii) seeks or consents to the appointment of a receiver or trustee for itself or for all or a part of its property, (iii) files a petition seeking relief under the bankruptcy or similar laws of the United States or any state or any other jurisdiction, (iv) makes a general assignment for the benefit of creditors, or (v) admits in writing its inability to pay its debts as they mature.
- (f) If a petition is filed against Tenant or any guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or other statute, law or regulation and shall remain undismissed or unstayed for thirty (30) days, or if any trustee, receiver or liquidator of Tenant or any guarantor, or of all or any substantial part of its properties, shall be appointed without the consent or acquiescence of Tenant or any guarantor and such appointment shall remain unvacated or unstayed for thirty (30) days.
- (g) If any attachment or execution of any type is issued against Tenant or any guarantor, or Tenant’s property located on the Premises, or Tenant’s rights or interest in the Lease, or guarantor’s or Tenant’s assets of any type or nature whatsoever, including but not limited to federal, state, or municipal tax liens, and such is not dismissed or released within thirty (30) days thereafter, or such lesser time as may be necessary to avoid loss of such property, rights or assets.

29.2 If an Event of Default occurs under this Lease, Landlord shall have the following rights:

- (a) The right, at its sole option, to terminate this Lease by five (5) business days’ advance written notice. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of the Landlord to be done and performed shall cease without prejudice, subject, however, to the right of Landlord to recover from Tenant all rent

accrued up to the time of termination or recovery of possession by Landlord, whichever is later.

- (b) With or without terminating this Lease above, Landlord may re-enter and take possession of the Premises, and the provisions of this Article shall operate as a notice to quit; any other notice to quit or notice of Landlord's intention to reenter the Premises is hereby expressly waived. If necessary, Landlord may proceed to recover possession of the Premises under and by virtue of the laws of the jurisdiction in which the Building is located, or by such other proceedings, including re-entry and possession, as may be applicable.
- (c) In addition, any unamortized abated rent provided in this Lease and any unamortized leasing commissions paid by Landlord in connection with this Lease shall immediately become due and payable by Tenant to Landlord. Amortization shall include interest at 7%.
- (d) Whether or not this Lease is terminated by reason of Tenant's default, the Premises may be re-let by Landlord for such rent and upon such terms as Landlord deems reasonable under the circumstances and, if the full rent provided herein plus the costs, expenses and damages described below shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiency in fixed and additional rent, return of any and all abated rent and brokerage commissions paid by Landlord hereunder, reasonable attorneys' fees, brokerage fees and the expenses of placing the Premises in first-class rentable condition. Any damages or loss of rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the re-letting or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive re-letting, or, at Landlord's option, may be deferred until the expiration of the Lease Term, in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of the Lease Term. Tenant shall not be entitled to receive any excess of any such rents collected from a third party over the rent reserved herein.
- (e) Landlord shall become entitled to recover from Tenant as and for liquidated damages after the termination of the Lease pursuant to 29.2(a) above, for Tenant's default hereunder, the difference, discounted to present value by applying a discount rate equal to five percent (5%), between (i) the annual fixed rent reserved hereunder for what, but for any such termination, would have been the unexpired portion of the Lease Term, and (ii) the cash rental value of the Premises for such unexpired portion of the Lease Term (unless the statute that governs or shall govern the proceedings in which such damages are to be proved limits the amount of such claim capable of being so proved, in which case Landlord shall be entitled to prove as and for liquidated damages an amount equal to that allowed by or under any such statute). In calculating such liquidated damages, the then cash rental value of the Premises shall be deemed prima facie to be the actual rent received by Landlord for the Premises or, if not received, the estimated cash rental value of the Premises upon any re-letting, as determined by a broker or an appraiser selected by Landlord. The provisions of this subsection shall be without prejudice to Landlord's right to prove and collect, in full, damages for all rent accrued prior to the termination of this Lease but not paid.
- (f) Enforce any claim Landlord may have against Tenant for anticipatory breach of this Lease.

- 29.3 If Tenant defaults beyond applicable notice and cure periods, in the making of any payment or in the doing of any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act. If Landlord elects to make such payment or do such act, all costs and expenses incurred by Landlord, plus interest thereon at the rate of eighteen percent (18%) per annum (or such lesser rate as is then allowed by applicable law) from the date paid by Landlord to the date of payment thereof by Tenant, shall be paid by Tenant to Landlord as additional rent within ten (10) business days after demand. The making of any payment or the taking of such action by Landlord shall not be considered as a cure of such default by Tenant or prevent Landlord from pursuing any remedy it is otherwise entitled to pursue in connection with such default.
- 29.4 Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable for any consequential damages hereunder.
- 29.5 If, as a result of any alleged breach or default in the performance of any of the provisions of this Lease, Landlord uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor or possession of the Premises, or if Landlord is made a party to any action as a result of any alleged act or failure to act of Tenant, then Tenant shall reimburse Landlord for any and all reasonable attorneys' fees and expenses so incurred by Landlord as additional rent within ten (10) business days after Landlord's demand therefor.
- 29.6 All rights and remedies of Landlord set forth herein are in addition to all other rights and remedies available to Landlord at law or in equity. All rights and remedies available to Landlord hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Landlord of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy.
- 29.7 No delay in the enforcement or exercise of any right or remedy shall constitute a waiver of any default by Tenant hereunder or of any of Landlord's rights or remedies in connection therewith. Landlord shall not be deemed to have waived any default by Tenant hereunder unless such waiver is set forth in a written instrument signed by Landlord. If Landlord waives in writing any default by Tenant, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver. If Landlord institutes proceedings against Tenant and a compromise or settlement thereof is made, the same shall not constitute a waiver of the same or any other covenant, condition or agreement set forth herein or of any of Landlord's rights hereunder. Neither the payment by Tenant of a lesser amount than the rent due hereunder nor any endorsement or statement on any check or letter accompanying a check for payment of rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy available to Landlord. No reentry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease.
- 29.8 Notwithstanding the foregoing, any right of reentry set forth in this Article 29 is expressly subject to the provisions of Section 13.2 above.

SECTION 7.0 MISCELLANEOUS

30. Brokers

Landlord and Tenant agree that no person or selling agency has been employed or retained to solicit or secure this Lease Agreement for a commission or brokerage fee. Therefore no brokerage fee or commission is due.

31. Notices

- (a) Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be delivered by overnight courier services or sent by United States Mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth below:

Tenant's Address for Notices:

Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York
c/o Royal Realty Corp.
One Bryant Park
New York, NY 10036
Attention: President

with a copy to:

Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York
c/o Royal Realty Corp.
One Bryant Park
New York, NY 10036
Attention: Corporate Counsel

with a copy to:

Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York
c/o Compassionate Relief Centers of New York, Inc.
15 Plains Road
Cambridge, NY 12816
Attention: Ted Berndt

All copies of all notices of default to:

Rosenberg & Estis, P.C.
733 Third Avenue
New York, New York 10017
Attn: Gary Rosenberg, Esq.

Landlord's Address for Notices:

Delta Properties, LLC
20 Corporate Woods Boulevard
Suite 600
Albany, NY 12211
Attn: Nancy Carey Cassidy

- (b) Either Landlord or Tenant shall have the right from time to time to designate by written notice to the other party such other persons or places in the United States as Landlord or Tenant may desire written notice to be delivered or sent in accordance herewith; provided, however, at no

time shall either party be required to send more than an original and two copies of any such notice, demand, or request required or permitted hereunder.

- (c) Any notice, demand, or request which shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notice, demand or request is delivered or (ii) on the third (3rd) day after the mailing of such notice, demand or request in accordance with the preceding portions of this Section.

32. Partial Invalidity

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

33. No Waiver

The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.

34. Entire Agreement; Amendments

This Lease contains the entire agreement of the parties, and no representations, inducements or agreements, oral or otherwise, not contained in this Lease shall be of any force and effect. This Lease may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both parties hereto.

35. Binding Effect

The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns, subject to the provisions hereof prohibiting or restricting assignment or subletting by Tenant.

36. Governing Law

- (a) This Lease shall be governed by and construed in accordance with the laws of the jurisdiction in which the building is located without regard to conflicts of laws.
- (b) The parties consent to the non-exclusive jurisdiction of any federal or State court having jurisdiction over the jurisdiction in which the Building is located, and to venue therein. Each party waives any objection to any such jurisdiction and venue, including any objection under the theory of forum non conveniens (inconvenient forum).

37. Waiver of Jury Trial

Landlord and Tenant each hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other in connection with any matter arising out of or in any way connected with this lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the premises and/or any claim of injury or damage.

38. No Construction of Lease Against Drafter

Should any provision of this Lease require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Lease and that legal counsel was consulted by each party hereto (or opportunity for such legal consultation afforded to each party) before the execution of this Lease.

39. Survival of Remedies

The parties remedies shall survive the ending of this Lease when the ending is caused by the Default of the other party.

40. Managing Agent

Landlord authorizes Picotte Management Company, Inc. as its agent to execute this lease, collect rent and other amounts payable under this Lease, manage the property and institute, in owners name, all legal actions or proceedings for enforcement of any Lease Term.

41. Counterparts

This Agreement may be executed in any number of counterparts and via facsimile or electronic transmission and any such copies shall be deemed originals. All such counterparts taken together shall be deemed to constitute one and the same instrument. Signature pages may be detached from counterpart documents and reassembled to form a single executed document.

42. Definition of the Lease

This Lease consists of the following:

- Table of Contents
- Sections 1 through 40
- Signature Page
- Exhibits A through I

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal as of the day and year first above written.

Each individual executing this Lease on behalf of Tenant hereby represents and warrants that he or she is duly authorized to execute and deliver this Lease and that Tenant is a duly organized corporation, limited liability company, association or partnership under the laws of the state of its incorporation or formation, is qualified to do business in the jurisdiction in which the Building is located, is in good standing under the laws of the state of its incorporation or formation and the laws of the jurisdiction in which the Building is located, has the power and authority to enter in to this Lease, and that all corporate or partnership action requisite to authorize Tenant to enter into this Lease has been duly taken.

LANDLORD:

Delta Properties, LLC
By: George F. Long, Esq., its
ELP # 000

ATTEST/WITNESS:

Adam Hoffmiller

By: Picotte Management Company, Inc.
Managing Agent

Date: June 5, 2015

TENANT:

Compassionate Sunset, LLC

CS Member, LLC,
its Manager

By: [Signature]

ATTEST/WITNESS:

Marjorie Durst

Name: Helena Durst

Title: President

Date: June 4, 2015

(WDL09404 1)

Standard Lease
RLA1269890012/000162v2

Picotte Companies

EXHIBIT A

FLOOR PLAN

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

EXHIBIT B
WORK LETTER

Intentionally Deleted

EXHIBIT C

HOUSEKEEPING SERVICES CLAUSE

Intentionally Deleted

EXHIBIT D

RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, elevators and stairways of the building will not be obstructed by any Tenants or used by any of them for any purpose other than for ingress to and egress from their respective premises. No Tenant and no employee or invitee of any Tenant will go upon the roof of the building. No Tenant will be permitted to place or install any object on the exterior of the building or on the roof of the building without the Landlord's written permission.
2. No sign, placard, picture, name advertisement or written notice visible from the exterior of Tenant's premises will be inscribed, painted, affixed, or otherwise displayed by Tenant on any part of the building or the premises without the prior written consent of Landlord. All approved signs or lettering on doors will be printed, painted, affixed, or inscribed at the expense of the Tenant by a person approved by Landlord. Other than draperies expressly permitted by Landlord and building standard mini-blinds, material visible from outside the building will not be permitted.
3. No cooking will be done or permitted by any Tenant on the premises. Use by the Tenant of refrigerators, microwave ovens and Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages will be permitted. Tenant will prevent odors which may emanate from the premises.
4. No Tenant will employ any person or persons other than the cleaning service of Landlord for the purpose of cleaning the premises, unless otherwise agreed to by Landlord in writing.
5. The toilet rooms, toilets, urinals, wash bowls and other plumbing fixtures will not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other foreign substances will be thrown in such plumbing fixtures. All damages resulting from any misuse of the fixtures will be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, caused the same.
6. No Tenant will in any way deface any part of the premises or the building of which they form a part.
7. No Tenant will alter, change, replace or rekey any lock or install a new lock on any entry door to the premises without the Landlord's permission. Landlord, its agents, or employees will retain a key to all entry door locks to the premises. Each Tenant, upon termination of its tenancy, will deliver to Landlord all keys and access cards for the premises and building that have been furnished to such Tenant.
8. The persons employed to move Tenant's equipment, material, furniture or other property in or out of the building must be acceptable to Landlord and must be bonded and fully insured. Tenant will be responsible for the provision of building security during all moving operations, and will be liable for all losses and damages sustained by any party as

a result of the failure to supply adequate security. Any damage done to the building by moving or maintaining such property will be repaired at the expense of Tenant. Supplies, goods, materials, packages, furniture and all other items of every kind delivered to or taken from the premises will be delivered or removed through the entrance and route designated by Landlord.

9. No Tenant will use or keep in the premises or the building any kerosene, gasoline or inflammable or combustible or explosive fluid or material or chemical substance other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in Tenant's normal operations in the premises. Without Landlord's prior written approval, no Tenant will use any method of heating or air conditioning other than that supplied by Landlord. No Tenant will use or keep or permit to be used or kept any substance, equipment, furniture, fixtures, files or personal property (including plants) which produces foul or noxious gas, odors or condition in the premises which would materially adversely affect indoor air quality.
10. Tenant will not bring any animals, except service animals assisting persons with disabilities into the building and will not permit bicycles or other vehicles inside or on the sidewalks outside the building except in areas designated from time to time by Landlord for such purposes.
11. All persons entering or leaving the building between the hours of 6:00 p.m. and 7:00 a.m. Monday through Friday, and at all hours on Saturdays, Sundays and holidays will comply with such off-hour regulations as Landlord may establish and modify from time to time.
12. Each Tenant will store all its trash and garbage within its premises. The Tenant will comply with all Municipal, State and Federal laws as they relate to refuse removal and recycling. Removal of any furniture or furnishings, large equipment, packing crates, packing materials and boxes will be the responsibility of each Tenant and such items may not be disposed of in the building trash receptacles nor will they be removed by the building's janitorial service, except at Landlord's sole option and at the Tenant's expense.
13. Canvassing, peddling, soliciting and distributing handbills or any other written materials in the building are prohibited, and each Tenant will cooperate to prevent the same.
14. The requirements of the Tenants will be attended to only upon application by written, personal or telephone notice at the office of the Landlord. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from the Landlord.
15. A directory of the building will be provided for the display of the name of Tenants only. All entries on the building directory will conform to standards and style set by Landlord in its sole discretion and any changes requested by the Tenant will be paid for by the Tenant. No Tenant will have any right to the use of any exterior sign.

16. Tenant will see that the doors of the premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the premises.
17. Tenant will not bring on to the premises or store on the premises firearms, munitions or explosives of any type.
18. Tenant (including Tenant's employees, agents, invitees and visitors) will use the parking spaces solely for the purpose of parking passenger cars, small vans and small trucks and will comply all respects with any rules and regulations that may be promulgated by Landlord from time to time with respect to the parking areas. The parking areas may be used by Tenant, its agents, or employees, for occasional overnight parking of vehicles. Tenant shall notify Landlord if a vehicle will be parked overnight for more than 7 days. In the event of an emergency or if the vehicle is impeding snow and ice removal, Landlord shall have the right to move or remove the vehicle. Tenant will ensure that any vehicle parked in any of the parking spaces will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline.
19. Artificial Christmas trees may be permitted by Landlord if any lighting thereon is approved by Landlord and is turned off at the end of each business day. Live trees are prohibited.
20. Movements of goods in or out of the premises shall only be effected through entrances and elevators designated for such purpose. No hand trucks, carts, etc. shall be used in the building unless equipped with rubber tires and side guards.
21. No Tenant shall place a load upon any floor of the building exceeding the floor load per square foot and all loads shall be evenly distributed.
22. Upon commencement of this lease, Landlord will provide a Tenant Handbook for referenced premises. This Handbook will be considered an extension of Rules and Regulations and the Tenant will abide accordingly.

EXHIBIT E

ROOFTOP COMMUNICATIONS EQUIPMENT

[IF LANDLORD AGREES TO PERMIT TENANT TO PLACE COMMUNICATIONS EQUIPMENT ON THE BUILDING'S ROOF, ATTACH EXHIBIT E]

Landlord hereby grants its consent to the Tenant's installation of one (1) [satellite transmitting and/or receiving dish(es)] [transmitting and/or receiving antenna(e)] [collectively], the "Communications Equipment", on the roof of the Building, subject to all of the following terms and conditions:

- (a) The Communications Equipment shall be used only [to receive over-the-air and satellite broadcast television stations][to communicate with other facilities operated by Tenant or by third parties under contract to provide services to Tenant] incident to Tenant's use of the Premises and shall not be used for any other purpose, including the transmission of any signals intended for the use of the general public or of subscribers. Use of the Communications Equipment is restricted solely to Tenant and its permitted subtenants of the Premises. The right to use the Communications Equipment may not be sold, assigned, leased or otherwise given to any third party except as may be incident to that third party's permitted use of the Premises.
- (b) Tenant shall bear all of the cost and expense of designing, purchasing, installing, operating, maintaining, repairing, removing and replacing the Communications Equipment, and for repairing and restoring any damage to the Building or to Landlord's or any other person's or entity's property arising therefrom. Landlord may require that the Communications Equipment be installed, maintained, repaired, removed and/or replaced at Tenant's expense by Landlord's contractors, or that Tenant utilize contractors approved by Landlord for such purpose.
- (c) Tenant shall be responsible for obtaining any and all federal and municipal governmental permits, approvals, licenses and certificates necessary for the installation and operation of the Communications Equipment, and shall comply with all laws, statutes, ordinances, codes, rules and regulations relating thereto, including (without limitation) building and zoning codes.
- (d) No Communications Equipment shall be permitted if it or its ancillary equipment interferes with transmissions to or from any other satellite communications dish, antenna, other transmitting equipment, telecommunications system, or other computer or electronic equipment then on, in or near the Building. Tenant shall be afforded a reasonable opportunity to avoid, ameliorate or cure any such interference problem but shall be solely liable for, and shall defend, indemnify and hold Landlord harmless from and against, any damage incurred by a third party as a result of interference from the Communications Equipment. Without limiting the foregoing, Tenant acknowledges that at least one third party is already using and shall continue to use the Building's roof for transmissions.
- (e) The Communications Equipment must be physically reasonably acceptable to Landlord. In addition to other factors set forth elsewhere in this Exhibit, Landlord may consider the quality of the proposed physical installation and its safety, and the size, shape and

appearance of the Communications Equipment and its effect on the Building's appearance. Without limiting the foregoing, the Communications Equipment must be securely affixed to the roof so as to prevent its dislodging in high winds, and the Communications Equipment must not be visible from the street level building line.

All wires and cable between the Communications Equipment and the Premises must be installed in existing Building conduit or in an alternative conduit approved by Landlord and must be properly shielded. No Communications Equipment shall be permitted if its installation will void or adversely affect any warranty of the roof or if its installation and/or operation would otherwise adversely affect the Building.

- (f) Nothing herein grants Tenant any right to access the roof of the Building unless accompanied by an employee of the Building Manager or other representative of Landlord, except that access shall be permitted in emergencies. If any overtime or other cost is incurred by Landlord in making access available to Tenant, such cost shall be Additional Rent payable by Tenant.
- (g) Tenant shall maintain such insurance on the Communications Equipment and relating to the Communications Equipment as Landlord may reasonably require from time to time. Such insurance shall name Landlord, the Building Manager and any Mortgagee or ground lessor as additional insureds.
- (h) Tenant's failure to perform any obligation or abide by the terms and conditions of this exhibit shall constitute a default by Tenant under this Lease after the expiration of any applicable notice and/or cure period. In addition to any other remedy available to Landlord under this Lease, (a) Landlord shall have the right to cure any failure by Tenant to comply with the terms and conditions of this exhibit, and all of Landlord's costs incurred in connection therewith shall be payable by Tenant as Additional Rent upon demand, and (b) Landlord may require Tenant to remove the Communications Equipment and, if Tenant does not promptly do so, Landlord may do so at Tenant's expense as Additional Rent payable upon demand.
- (i) Notwithstanding any provision of this Lease to the contrary, unless agreed to by Landlord and Tenant at the time Tenant installs the Communications Equipment, the Communications Equipment shall remain the property of Tenant during and after installation and shall be removed by Tenant at its expense at the expiration or earlier termination of the Lease Term.
- (j) In the event the roof requires repair or replacement, Tenant will cooperate with Landlord including but not limited to temporary removal of equipment at Tenant's sole cost and expense.
- (k) Tenant's rights under this Exhibit are non-exclusive.

EXHIBIT F

TELECOMMUNICATIONS PROVIDERS

- (a) **Equipment Installation.** All telephone and telecommunications services desired by Tenant shall be ordered, maintained and utilized at the sole cost and expense of Tenant. Except in the event that Landlord otherwise requests or consents in writing, all of Tenant's telecommunications equipment shall be and remain solely in the Premises and the telephone closet(s) on the floor(s) on which the Premises are located, in accordance with rules and regulations adopted by Landlord from time to time and at Landlord's sole discretion. Such equipment shall not be placed in any other part of the Building without Landlord's prior written consent, which Landlord may withhold in its sole discretion. Unless otherwise specifically agreed to in writing, Landlord shall have no responsibility whatsoever for the maintenance of Tenant's telecommunications equipment and facilities, including wiring; nor for any other wiring, cabling or other infrastructure to which Tenant's telecommunications equipment may be connected, whether in the Building, or on or about the Building or its roof, unless damage thereto is caused by Landlord's gross negligence or willful misconduct. Tenant shall be responsible, at Tenant's sole cost and expense, for the wiring required by Tenant for connecting the Premises to the central telephone board, and for all wiring within the Premises.
- (b) **Equipment Removal; Reversion to Landlord.** Any and all telecommunications wiring installed in the Premises or elsewhere in the Building by or on behalf of Tenant shall be removed, or remain in the Building, upon the expiration or earlier termination of the Lease Term in accordance with Section 11.3 of this Lease.

EXHIBIT G

CERTIFICATE OF LEASE COMMENCEMENT/EXPIRATION

Attached hereto and made a part of the Lease dated the day of , 20 , by and between ,
as Landlord, and , as Tenant.

Landlord and Tenant do hereby declare that:

- (1) The Lease Commencement Date is , 20 ; and
- (2) The Rent Commencement Date is , 20 ; and
- (3) The first Lease Year is the period , 20 to , 20 ; and
- (4) The Lease Term shall expire (unless the Lease is extended or sooner terminated in
accordance with the provisions thereof) on , 20 .

LANDLORD:

By: Picotte Management Co., Inc., its Agent

By: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT H
NATIONAL GRID CONSENT

Re: National Grid Account Number: _____
 The Last 4 Digits of your EIN: _____

Dear Tenant:

National Grid requires your consent in order to supply us with basic summary monthly electric history. The summary would include kilowatt hour usage, kilowatt demand used per month and the amount billed. This tells us how our separately metered tenants are using energy, and can help us find ways to cut energy costs.

In addition to the information that we obtain from National Grid for our own meters, it is important for us to know about the electric history of all the other meters in our buildings. This way, we have a complete picture of the electric usage at each property. With this combined information, we're better able to efficiently monitor and manage the entire building. It also helps to prevent or detect billings errors, defective meters and other problems that could cost you or us to pay more for utility costs than either of us should.

Please print and sign this letter in the space provided below and return it to Cathy Powers via facsimile at 518-433-0480 or email it to cpowers@picotte.com. Please be sure to fill in the last 4 digits of your EIN number at the top of this page. If you have any questions, feel free to contact us.

Very Truly Yours,

PICOTTE COMPANIES

William B. Picotte

Agreed and Accepted:

Signature: _____

Title: _____

Date: _____

EXHIBIT I
CONTRACTOR RULES AND REGULATIONS

MANAGEMENT OF RISK AND LIABILITY

The following standard procedures have been established to minimize liability and risk to the building owners and tenants and maximize responsible conduct and insurance coverage by third party contractors.

Picotte Management Company Inc.'s (PMCI) intent is to keep this process as simple and straight forward as possible. This will enable all parties to quickly and easily enforce the procedures.

Process:

1. If a party is delivering to the loading dock or providing an ordinary public service such as postal service, fire department, police, etc. PMCI assumes no risk and therefore does NOT require any additional coverage.
2. Any tenant that hires a service provider or contractor to perform routine office services (i.e.: copier maintenance) is required to establish their own service contract/agreement (including responsibility for liability, etc.) with the service provider or contractor.
3. Any third party contractor or consultant entering a PMCI building to perform work (whether they are performing on behalf of **and/or hired by** a tenant or the landlord) must provide:
 - Certificates of Insurance (per attached)
Tenant, please note the following: According to your lease with PMCI, all contractors hired to perform work on your behalf on our property are required to carry statutory Workers' Compensation and adequate Liability insurance. PMCI is putting you as tenant on notice that if the contractor you are hiring does not carry Workers' Compensation and/or adequate Liability insurance you will be deemed liable for any claim for injury or damage brought against the landlord as a result of this work and PMCI will look to your insurance carrier for coverage for the negligent use of this contractor in violation of your lease. Our insurance requirements are designed for your protection as well as ours.
 - An agreement to hold harmless and indemnify the landlord (see attached) OR a contract established by the landlord
 - Completed Hazard Assessment Form

Before work is performed please have the above listed required items submitted to the appropriate Property Manager:

- For work to be performed at 5, 7 or 8 Southwoods Boulevard, 11, 12, 14, 15, 16, 18, 20 or 22 Corporate Woods Boulevard submit all required documents to: Robert Finn; rfinn@picotte.com; fax 518-433-0480
- For work to be performed at 55 Elk Street, 111 Washington Avenue, 2 University Place, 1215 Western Avenue, 1450 Western Avenue, 1 Park Place, 80 Wolf Road or 59 Wolf Road submit all required documents to: Eric Johnson; ejohnson@picotte.com; fax 518-433-0480
- For work to be performed at 1 Liberty Square/600 Liberty Street, Schenectady submit all required documents to: Tom McCarville; mccarville@picotte.com; fax 518-433-0480

REQUIREMENTS FOR CERTIFICATES OF INSURANCE FOR CONTRACTORS

CERTIFICATE HOLDER

Picotte Management Company, Inc., as Agents for **INSERT NAME OF PICOTTE OWNER-SEE ATTACHED LIST**, 20 Corporate Woods Boulevard, Albany, New York 12211

DESCRIPTION OF OPERATIONS

Operations of the named insured in reference to work and services being performed at **INSERT ADDRESS WHERE WORK WILL BE PERFORMED**. Certificate holder is named as primary Additional Insured on a primary and non-contributory basis with regard to Commercial General Liability, Business Automobile Liability and Excess/Umbrella Liability policies. Waiver of Subrogation shall apply to Commercial General Liability, Excess/Umbrella Liability and Workers' Compensation & Employers Liability policies.

INSURANCE LIMITS

Commercial General Liability - General Aggregate	\$2,000,000
Commercial General Liability - Products-Comp/Op Aggregate	\$2,000,000
Commercial General Liability – Each Occurrence	\$1,000,000
Business Automobile Liability – Combined Single Unit	\$1,000,000
Excess/Umbrella Liability – Each Occurrence	\$1,000,000
Workers' Compensation & Employers Liability	NYS Statutory

ENDORSEMENTS

Picotte Management Company, Inc. requires that we have on file Endorsements, directly from the Insurers (Companies) Affording Coverage, for Additional Insured and Waiver of Subrogation (Waiver of Transfer of Rights of Recovery).

1. Additional Insured Endorsement for Commercial General Liability policy
2. Additional Insured Endorsement for Business Automobile Liability policy
3. Additional Insured Endorsement for Excess/Umbrella Liability policy
4. Waiver of Subrogation Endorsement for Commercial General Liability policy
5. Waiver of Subrogation Endorsement for Excess/Umbrella Liability policy
6. Waiver of Subrogation Endorsement for Workers' Compensation & Employers Liability policy

If the policies afford Blanket Additional Insured coverage or Blanket Waiver of Subrogation (Waiver of Transfer of Rights of Recovery) coverage, copies of the appropriate language from the insurance policies is needed (actual pages from contractors blanket insurance policy).

If the Excess/Umbrella Liability policy “follows form” to the Commercial General Liability policy, then Endorsements # 3 and # 5 (above) are not needed, but a letter from the Producer stating such is required **OR** the information may appear under the Description of Operations.

SUMMARY OF DOCUMENTS NEEDED

- Certificate(s) of Insurance for Commercial General Liability, Automobile Liability, Excess/Umbrella Liability and Workers' Compensation & Employers Liability
- All Required Endorsements

IF YOU HAVE ANY QUESTIONS REGARDING INSURANCE REQUIREMENTS, PLEASE CONTACT:

Lauren Thomas, Property Management Administrator 518.465.4747p 518.433.0480f lthomas@picotte.com

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This agreement made as of the _____ day of _____, _____ by and between Picotte Management Company, Inc. as ("Agent") for _____
(INSERT NAME OF PICOTTE OWNER-SEE ATTACHED LIST) ("Owner") having an office at 20 Corporate Woods Blvd., Albany, New York 12211 and _____
 _____ **(INSERT NAME OF CONTRACTOR)** ("Contractor").

In consideration of the mutual promises and covenants each to the other made, the parties hereto hereby agree as follows: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless (Our Company), the Owner, Architect, the Architect's consultants, and agents and employees from and against claims, damages, lawsuits and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission or by any act or omission to act, whether characterized as negligent or not, which results from a violation or alleged violation of any duty imposed by statute or by ordinance, rule, regulation and/or orders of any public authority including but not limited to violation or alleged violation of Sections 240 and 241 of the New York Labor Law by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist, to a party or persons described in this agreement/contract.

This Hold Harmless Agreement is for _____

_____*(Insert Description of Work and Location of Work to be Performed).*

IN WITNESS WHEREOF, the authorized representatives of the Purchaser and Contractor hereto have executed this Agreement the day of year first above written.

In the presence of:

Picotte Management Company, Inc. as ("Agent") for _____
 (INSERT NAME OF PICOTTE OWNER-SEE ATTACHED LIST)

PRINTED NAME _____

TITLE

SIGNATURE _____

DATE _____

AND

_____ (Insert Name of Contractor)

PRINTED NAME _____

TITLE _____

SIGNATURE _____

DATE _____

LIST OF PICOTTE COMPANIES BUILDING ADDRESSES AND OWNERS
--

BUILDING ADDRESS	NAME OF OWNERS
5 Southwoods Boulevard	Corporate Woods, LLC
7 Southwoods Boulevard	7 Southwoods, LLC
8 Southwoods Boulevard	8 Southwoods, LLC
11 Corporate Woods Boulevard	Corporate Woods 11, Co., LP
12 Corporate Woods Boulevard	JMR Development Co., LLC and West Bradford Corporation
14 Corporate Woods Boulevard	JMR Development Co., LLC and West Bradford Corporation
15 Corporate Woods Boulevard	Corporate Woods 15, LLC
16 Corporate Woods Boulevard	JMR Development Co., LLC and West Bradford Corporation
18 Corporate Woods Boulevard	JMR Development Co., LLC and West Bradford Corporation
20 Corporate Woods Boulevard	Corporate Woods, LLC
22 Corporate Woods Boulevard	Picotte Development Co., LP
55 Elk Street	55 Elk Street, LLC
111 Washington Avenue	111 Washington Avenue, LLC
2 University Place	University at Albany Foundation
1215 Western Avenue	1215 Western Avenue, LLC
1450 Western Avenue	Delta Properties, LLC
1 Park Place	Delta Properties, LLC and Picotte Associates, LLC
80 Wolf Road	Picotte Associates, LLC
59 Wolf Road	59 Wolf Road, LLC
1 Liberty Square/600 Liberty Street, Schenectady	JMR Development Co., LLC

HAZARD ASSESSMENT FORM INSTRUCTION SHEET

A Hazard Assessment Form needs to be completed by any Picotte Companies employee or Contractor that performs a task in or on any Picotte Management Company, Inc.'s owned or managed property.

Date Assessed

Date that the assessment is completed

Job Description

Name of task to be completed

Location

Address of building task will be performed in

Name of Contractor (for contractors only)

Name of the company performing the task

Assessor Printed Name

Printed name of person completing the assessment

Assessor Signature

Signature of person completing the assessment

Corresponding Commitment Work Order/Contract # (for contractors only)

Number of the Picotte Companies Commitment Work Order that details the task

POSSIBLE HAZARDS ENCOUNTERED

Instructions: Put a check mark on the line next to the hazard that may be encountered while performing the named task.

Biological - for example: blood borne pathogens

Chemical Exposure - any chemical that worker could potentially come in contact with through inhalation, ingestion, skin contact, eye contact or injection

Compression / Crushing – roll-over or pinching objects

Dust / Mist / Fumes / Air Borne Particulate – any chemical that caused a health hazard; for example: asbestos, welding fumes, solder fumes, silica. *Note: Obtain, and put on file with the Building Superintendent, a Material Safety Data Sheet (MSDS) for each product that will be used.*

Energy Sources – for example: electrical, pneumatic, hydraulic, thermal, mechanical, gravity

Head Impact – falling objects or flying debris that could be generated by hammering, sawing, chipping, grinding, drilling, buffing, etc.

Light Radiation – light that could be harmful to the skin or eyes; for example: when welding and cutting or during laser use

Sharp Objects – objects which could cut or pierce the body; for example: glass, knife blades, sheet metal, nail guns, needles, wood splinters, metal burrs

Temperature Extremes – any hot or cold surfaces which could burn or freeze workers; for example: welded parts, cryogenic materials, autoclaves, ovens/stoves, molten metals

Water – potential for drowning or fungal infections caused by wetness

PERSONAL PROTECTION EQUIPMENT AND OTHER SAFETY EQUIPMENT NEEDED

Instructions: Become familiar with the potential hazards associated with the task and what PPE is available to prevent injuries and illnesses.

Compare the hazards associated with the work environment and the capabilities of the available PPE.

Select the PPE that ensures a greater level of protection than the minimum required to protect employees, tenants and pedestrians from hazards by putting a check mark on the line next to the equipment needed.

Fit the employee with the PPE and provide instruction on care, use and limitations.

Note: PPE alone should NOT be relied upon to provide protection against hazards but should be used in conjunction with engineering controls (isolation, design changes, process changes, work area layout changes, substitution, ventilation) and administrative controls (frequency reduction, training).

SAFETY PRECAUTION QUESTIONS

Instructions: Circle Yes or No in response to the questions regarding safety issues related to the performance of the named task.

HAZARD ASSESSMENT FORM

Date Assessed: _____ Job Description: _____

Location: _____ Name of Contractor: _____

Assessor Printed Name: _____ Assessor Signature: _____

Corresponding Commitment Work Order/Contract #: _____

Please note: Contractor must also be aware and follow all safety protocol as described in the Picotte Companies Safety Policy.

OSHA Personal Protective Equipment (PPE) Standard 1910.132 requires that each employer conduct a Hazard Assessment to determine if there are any hazards present or likely present which require the use of PPE.

POSSIBLE HAZARDS ENCOUNTERED

Biological _____

Chemical Exposure _____

Compression / Crushing _____

Confined Space _____

Dust / Mist / Fumes / Air Borne Particulate _____

Energy Sources _____

Excessive Noise _____

Fall / Trip _____

Fire / Explosion _____

Head Impact _____

Light Radiation _____

Respiratory System / Asphyxiation _____

Sharp Objects _____

Temperature Extremes _____

Vibration _____

Water _____

PERSONAL PROTECTION EQUIPMENT AND OTHER SAFETY EQUIPMENT NEEDED

Arc Flash / Blast

Job Specific Equipment Needed (please list):

Eye

Face Shield _____

Safety Glasses _____

Safety Goggles _____

Tinted Goggles _____

Fall

Harness _____

Lanyard _____

Hand

Protective Gloves _____

(application specific) _____

Head

Hard Hats _____

Hearing

Ear Muffs _____

Ear Plugs _____

Respiratory

Dust Mask _____

Please note that Picotte Management Company, Inc. does not have a Respiratory Fit Program. Any work that requires a Respirator must be performed by a certified contractor.

Shock

Job Specific Equipment Needed (please list):

Thermal

Insulating Blankets _____

Other Equipment

Di-Electric Mat _____

Electrical Testing Equipment _____

Fire Extinguisher _____

Lock Out Tag Out _____

Job Specific Equipment Needed

SAFETY PRECAUTION QUESTIONS

Is assistance by another worker needed to complete this job/task?	Yes	No	_____
Is there an effect on indoor building space?	Yes	No	_____
Should the heat be adjusted?	Yes	No	_____
Is fresh air ventilation required?	Yes	No	_____
Should the air conditioning be adjusted?	Yes	No	_____
Should the work be performed "off hours"?	Yes	No	_____
Will your operation be likely to set off a fire or smoke sensor?	Yes	No	_____
<i>If yes, you must inform the Building Superintendent who will disable the fire alarm system and restore it to normal working condition.</i>			
Should access be limited to the work area?	Yes	No	_____
Should the work area be closed?	Yes	No	_____
Will there be an effect on outdoor pedestrian space?	Yes	No	_____
Will there be an effect on electric service?	Yes	No	_____
Will there be an effect on water service?	Yes	No	_____
Will you be digging?	Yes	No	_____
Should you contact 1.800.DIG.SAFE?	Yes	No	_____
Should you check site plans for obvious utilities?	Yes	No	_____

SCOPE OF WORK AND ADDITIONAL COMMENTS

Option Agreement to Lease Real Estate

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledge, Landlord hereby grants the Tenant the Option to Lease the below described Premises on the terms and conditions set forth herein for a total period of five (5) months option period from the execution of this Option Agreement as set forth below.

LANDLORD: John Magnota
911 North Broadway
White Plains, New York 10603

TENANT: Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York
c/o Royal Realty Corp.
One Bryant Park
New York, New York 10036

PREMISES: 911 Broadway, White Plains, NY 10603
Store K, Comprising approximately 900 rentable square feet
which Premises are more particularly described in Exhibit A attached hereto.

NOTICE: If Tenant elects to lease the Premises, Tenant must notify Landlord on or before the last day of the five (5) month option period (the "Notification Date"). Notice must be in writing by certified mail or overnight courier (such as FedEx or UPS) to Landlord at the above address or delivered personally to Landlord. If Tenant does not notify Landlord on or before the Notification Date, Tenant's right to Lease the Property shall terminate.

OTHER PROVISIONS:

1. Commencement Date: Later to occur of (a) September 1, 2015 and (b) receipt by Tenant of approval for registration with the New York State Department of Health.
2. Rent Commencement Date: January 1, 2016, or upon opening for business, whichever is earlier.
3. Expiration Date: December 31, 2021 [Two years from Rent Commencement Date]
4. Tenant's Option To Renew: One option to renew for a five year term
5. Base Rent:
Year 1: \$3,200 per month
Year 2: \$3,300 per month

6. Additional Rent: Tenant agrees that Tenant shall be responsible for the payment all property taxes, utilities and maintenance of the subject property to the extent not incorporated in the Base Rent. Landlord shall promptly upon lease execution apply to the applicable taxing authority for a 10-year tax moratorium and shall diligently pursue such moratorium.
7. Insurance: Each party shall carry and pay for liability insurance and personal property insurance. Tenant shall provide a certificate of "all risk" or "all perils" liability insurance in an amount of no less than \$1,000,000 with Landlord as named co-insured.
8. Use: The premises shall be used only to manufacture and/or dispense marijuana and to conduct any other aspects of the marijuana business pursuant to a license and regulations issued by the New York State Department of Health.
9. Preparation of Building and Premises:
- A. Landlord's Responsibility: bring the building, including the Premises, to current local building code, with all building systems serving the Premise in good operating order and to deliver vacant, broom clean possession of the Premises to Tenant.
- B. Tenant's Responsibility: Tenant may make any alterations in the interior or exterior, subject to Landlord's reasonable approval and conditions.
10. Brokerage: Landlord is represented by T Square Properties, Inc. (Landlord's Broker) and no other real estate brokerage is involved in this transaction. Landlord shall be responsible to pay any brokerage commission due to Landlord's Broker. Both parties represent that they have not dealt with any other agents in this transaction.
11. Counterparts, Good Faith Effort; Cooperation: This Agreement may be executed in any number of counterparts and via facsimile or electronic transmission and any such copies shall be deemed originals. All such counterparts taken together shall be deemed to constitute one and the same instrument. Signature pages may be detached from counterpart documents and reassembled to form a single executed document. Upon mutual execution of this Letter of Intent, the parties agree that:
- A. Landlord and Tenant will proceed to negotiate in good faith a lease agreement substantially reflecting the terms of this Option to Lease.
- B. Landlord and Tenant shall continue negotiating in this manner until a final agreement is executed. If said lease is not executed by both parties before January 1, 2016, then this Option to Lease shall be of no further force and effect.

JAM 12
14. Landlord acknowledges and agrees to the following:

A. The effectiveness of any lease that is executed shall be contingent on Tenant's receipt of the approval referenced above from the New York State Department of Health.

B. The lease shall contain the following provisions:

(i) "Notwithstanding anything to the contrary contained herein, access to the Premises is regulated by the New York State Department of Health. Except in an emergency, no entry by unauthorized persons, including, without limitation, Landlord, shall be permitted without (a) reasonable prior written notice of such intent to enter the Premises and (b) Tenant obtaining a written waiver for the persons requesting entry of the prohibition of unauthorized persons from the New York State Department of Health."

(ii) "Landlord acknowledges that its rights of reentry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Premises medical marihuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson Rockefeller Empire State Plaza, Albany, NY 12237, with notification by certified mail of its intent to reenter the Premises or to initiate dispossession proceedings or that the Lease is due to expire, at least thirty (30) days prior to the date on which Landlord intends to exercise a right of reentry or to initiate such proceeding or at least sixty (60) days before the expiration of the Lease."

AGREED TO BY:

John Magnotta, Landlord

By: John Magnotta
Name:
Title: Principal

Date: 6/4/15

Compassionate Sunset LLC, Tenant

By: CS Member LLC, its Manager

By: [Signature]
Name: Helena Durst
Title: President

Date: June 4, 2015

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Exhibit A

T Square Properties, Inc.

T Square Properties, Inc.

T Square Properties, Inc.

T Square Properties, Inc.

Available for Lease



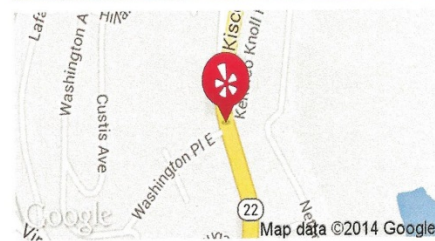
Sir John's Plaza
911 North Broadway
North White Plains, NY
Retail Strip Center
8,800 SF – Leasable Area

Great Retail Location

SPACE AVAILABLE:

- 800 – 900 square feet – several storefronts
- Heavily trafficked area with great visibility
- Good parking
- Other tenants include:
 - Italian Restaurant
 - Deli
 - Hair Salon
 - Dry Cleaners / Tailor

Location Map



DEMOGRAPHICS FOR 911 North Broadway (2013)

Population	<u>1 MILE</u>	<u>3 MILES</u>	<u>5 MILES</u>
Adults	5,438	65,822	129,685
Median HH Income	\$104,929	\$75,071	94,926
Avg. HH Income	\$117,464	\$94,172	\$114,718

For Details Please Contact



T Square Properties, Inc.

(914) 328-7511 www.tsquareproperties.com

Listed subject to errors, omissions, change of price, prior sale or withdrawal without notice.

T Square Properties, Inc.

T Square Properties, Inc.

T Square Properties, Inc.

T Square Properties, Inc.

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T SQUARE PROPERTIES, INC

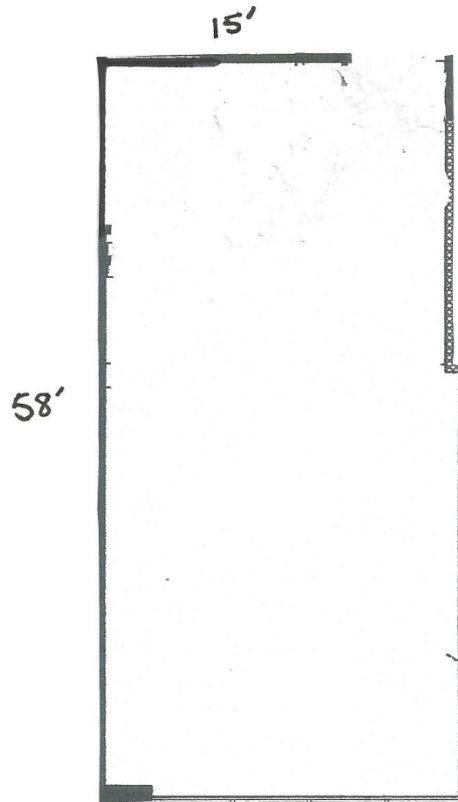
56 Lafayette Avenue
White Plains, NY 10603

(914) 328-7511

Fax 328 1416

www.tsquareproperties.com

Sir John's Plaza
911 North Broadway
Store K
900 square feet



Compassionate Relief Centers of New York

Attachment D – Operating Plan

Section 1 – Manufacturing [§ 1004.5(b)(4)]

1.1 Overview

Cultivation of marijuana and the manufacture of approved medical marijuana products will be sited at the CRCNY facility located at 15 Plains Road, Township of Jackson, County of Washington, State of New York. The facility site comprises 109 acres. The parking area and facility structures comprise 12 acres that are fully fenced and gated. The site receives electric, telephone and internet service.

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

Cultivation of marijuana, as more fully discussed herein, will be staged in a series of enclosed and secure 20' by 75' rectangular "cells" constructed of Structural Insulated Panels ("SIP"). The cultivation cells have been previously used for mushroom cultivation. Cultivation of marijuana will conform to the organic production standards established by the National Organic Farm Association (NOFA). Cultivation managers possess several decades of combined experience conducting NOFA certified agricultural operations.

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

1.2 Cultivation Plan

1.2.1 Good Agricultural Practices

Modeled on the Good Agricultural Practices promulgated by the United States Department of Agriculture for specific crops, CRCNY will implement a rigorous program to support proper aseptic conditions in the cultivation facility.

An employee change area will be established in which all cultivation employees are required to change from “street” clothes into sanitized Tyvek coveralls and sanitized footwear. All cultivation employees are required to wear hair nets, pocketless coveralls and booties, all of which will be provided by the facility, stored at the facility and cleaned weekly. All cultivation, manicuring, processing, inventory control and packaging employees are required to wear latex or vinyl/nitrile gloves at all times handling plants or product. There will be no human skin in contact with the plants or products at any time.

1.2.2 Sanitation

Daily cleaning is part of keeping the cultivation area free from pests and diseases. CRCNY uses an organic cleaner to clean and sanitize all equipment and the growing areas before, during, and after harvests. A natural, non-toxic organic cleaner is used for cleaning.

During cycle changes, when new/cloned plants are moved to vegetative stage, vegetative stage to pre-flowering stage, and pre-flowering to flowering stage, rooms will be cleaned prior to the transplant, including washing of all floors. A water and organic cleaner solution is used to clean reservoirs, aerator pumps, and water pumps, and to flush all irrigation lines.

All hand trucks, trays, buckets, other receptacles, platforms, racks, tables, shelves, knives, saws, cleavers, other utensils, and the machinery used in handling or processing marijuana flower, clones, plants or harvested and cured products will be cleaned daily. A hand-washing sink will be easily accessible to employees and must be used prior to any employee entering into a room containing plants, flower or products destined for consumption by qualified patients.

In addition, if working directly with the preparation of medical marijuana or the infusion of extracted marijuana oils into finished goods, employees must keep fingernails trimmed, filed, and maintained so that the edges and surfaces are cleanable; not have fingernail polish or artificial fingernails; and wear protective apparel such as pocketless coats, aprons or gowns and gloves to prevent contamination.

Cultivation employees must report to the COO any health condition that may adversely affect the safety or quality of any medical marijuana and/or medicinal marijuana product. If the COO in consultation with the Medical Director determines that an employee has a health condition that may adversely affect the safety or quality of medical marijuana and/or medical marijuana product, that employee is prohibited from direct contact with any medical marijuana or equipment or materials for processing medical marijuana until the Medical Director and COO determine it is safe to do so.

Cultivation employees must keep their hands and exposed portions of their arms clean whenever working with medicine or ingestible food items.

Hand & Arm Cleaning Procedure – Employees must clean their hands and exposed portions of their arms with hand washing soap by vigorously rubbing together the surfaces of their lathered hands and arms for at least twenty (20) seconds and thoroughly rinsing with clean water. Employees must pay particular attention to the areas beneath the fingernails and between the fingers.

1.2.3 Water Supply

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

1.2.4 Pesticides, Fungicides, and Herbicides

All cultivation processes will be performed in strict adherence to standards promulgated by the Northeast Organic Farming Association of New York (NOFA-NY). Only NOFA and NYS DOH approved pesticides, fungicides, and herbicides will be administered. CRCNY is a member of the Organic Cannabis Association.

1.2.5 Planting / Transplanting

A cultivation plan will be established for each approved brand based upon growth cycles, anticipated demand and the assurance of availability of a one-year supply of each approved brand. The cultivation of all approved marijuana brands will be sourced from plant seedlings and clones that are genetically identified by established and reliable sources. An RFID/barcode tag will be promptly affixed to all plant seedlings and its unique numerical identification will be promptly entered into the NYSDOH approved electronic inventory control tracking system.

1.2.6 Lighting Plan

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

1.2.7 Irrigation

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

1.2.8 Growth Cycles

Plants will be started either from seed or cloned from “mother” plants. Cultivation rooms are dedicated to each phase of the growth cycle. As depicted on the enclosed architectural site plans, a “mother” room will house mature plants from which cloned plants will be produced. Plants will be transitioned from clone rooms to vegetation rooms to flowering rooms as determined by the Director of Cultivation. Each dedicated grow room will provide the requisite lighting, organic nutrients and irrigation as determined by the Director of Cultivation pursuant to protocols established by CRCNY cultivation consultants.

1.3 Harvesting

At the direction of the Cultivation manager, a fully flowered mature plant will be harvested. Trained staff will use a designated multi-tool reciprocating saw to cut the stalk of the plant two (2) inches above the medium. The plant’s barcode is scanned into the NYSDOH-approved electronic tracking system which will record that the plant is designated for harvest. The harvested plant is then transported to the processing room, where the plant barcode is scanned into the NYSDOH-approved electronic tracking system, which will record that the plant has been designated for processing.

1.4 Processing

Upon transfer to the processing room, the barcode of the plant will be scanned and tracked with the NYSDOH-approved electronic tracking system. A visual inspection of the harvested plant material is performed to ensure that there is no mold, mildew, pests, rot or gray or black plant material. Only leaves and flowers of female plants are processed. Strict personal hygiene and facility sanitation policies, which exceed good agricultural practices as more fully described above, will be strictly followed. Remaining stems will be weighed, barcoded, and stored in an appropriate container for further processing

and/or transfer to the curing room. Processed plant material will immediately enter the curing phase upon completing of processing.

No part or piece of a harvested plant will be discarded or removed in a manner inconsistent with DOH regulations. All by-product will be properly packaged and labeled, assigned a barcode entry and tracking with the NYSDOH approved electronic system and transferred to the designated storage area for disposal in strict accordance with the plant destruction procedures more fully described below.

1.5 Oil Extraction Methodology

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

Beverage-grade liquid carbon dioxide of at least 99.5% purity is used as a solvent to separate oil from carbonaceous plant material. Process carbon dioxide is recirculated, leaving the oil behind. Cannabinoid extraction will be extracted from the leaves and flowers of prepared female marijuana plants using a proprietary super critical liquid carbon dioxide closed loop extraction process with equipment supplied by Isolate Extraction Systems LLC.

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

1.6 Medical Marijuana Product Manufacture Operations

Production of approved medical marijuana products will be performed under the supervision of the Director of Manufacturing Operations, in close consultation with the Chief Operating Officer.

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

All equipment in the space will be designed around limiting particulate generation/transfer including self-contained hood systems; walk-on mats; wipeable material surfaces; and policies/protocols to limit the entrance of possible contaminants.

1.6.1 Approved Medical Marijuana Products

CRCNY will manufacture “approved medical marijuana products” which represent a specific brand with a defined cannabinoid content and active and inactive ingredients, prepared in a specific dosage and form, to be dispensed and administered to qualified patients as recommended by the practitioner.

Each CRCNY “brand” will be characterized by a defined medical marijuana extraction product that has a homogenous and uniform cannabinoid concentration and product quality, which is produced according to an approved and stable processing protocol. 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.

CRCNY will manufacture three different “formulations” of medical marijuana which will be a type of a medical marijuana product approved by the Commissioner and which will reference the final preparation of an approved medical marijuana brand; for example, an

extract in oil for sublingual administration, an extract for vaporization, and an extract in a capsule for ingestion. CRCNY will ensure the availability of at least a one-year supply of any of its offered brands of medical marijuana.

Each medical marijuana extraction product will be assigned a "Lot" number which references a product that has a homogenous and uniform cannabinoid concentration and product quality, produced according to an approved and stable processing protocol specific to that brand and form of medical marijuana product, during the same cycle of manufacture.

In addition, each medical manufacture product will be assigned a "lot unique identifier (Lot number or bar code)" consisting of a distinctive combination of letters, numbers, or symbols, or any combination of them, from which the complete history of manufacturing, testing, holding, distribution or recall of a lot of medical marijuana product can be determined.

Each medical marijuana product brand, in its final form, will be defined as having a specific concentration of total Tetrahydrocannabinol (THC) and total Cannabidiol (CBD) and will have a consistent cannabinoid profile. The concentration of the following cannabinoids, at a minimum, will be reported: (i) Tetrahydrocannabinol (THC) (ii) Tetrahydrocannabinol acid (THCA) 48 (iii) Tetrahydrocannabivarin (THCV) (iv) Cannabidiol (CBD) (v) Cannabinadiolic acid (CBDA) (vi) Cannabidivarin (CBDV) (vii) Cannabinol (CBN) (viii) Cannabigerol (CBG) (ix) Cannabichromene (CBC) (x) Any other cannabinoid component at > 0.1%.

Final medical marijuana products will not contain less than ninety-five percent (95%) or more than one hundred-five percent (105%) of the concentration of total THC or total CBD indicated on the label for this brand. Each brand will have a maximum of 10mg total THC per dose. CRCNY will offer and make available to patients at least one brand that has a low THC and a high CBD content (e.g., a 1:20 ratio of THC to CBD), and at least one brand that has approximately equal amounts of THC and CBD.

CRCNY will not add any additional active ingredients or materials to any approved medical marijuana product that alters the color, appearance, smell, taste, effect or weight of the product unless it has first obtained prior written approval of the department. Excipients will be pharmaceutical grade for which the approval of the Department will be obtained prior to product manufacture.

The following brands of medical marijuana will be produced by CRCNY for dispensing and administration to qualified patients pursuant to the instructions of a qualified practitioner:

Compassionate Relief Centers of New York

15 Plains Road, Cambridge, NY 12816
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Compassionate Relief Centers of New York

15 Plains Road. Cambridge. NY 12816
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Compassionate Relief Centers of New York

15 Plains Road, Cambridge, NY 12816
Redacted pursuant to N.Y. Public Officers Law, Art. 6

1.7 Medical Marijuana Product Packaging and Labeling

CRCNY will package the final form of the approved medical marijuana product at the manufacturing site. The original seal will not be broken except for quality testing at an approved laboratory, for adverse event investigations, by the department, or by the certified patient or designated caregiver. Packaging for approved medical marijuana products will be child-resistant, tamper-proof/tamper-evident, light-resistant, and resealable to minimize oxygen exposure. Each package of approved medical marijuana product will be marked with a lot unique identifier.

Each package of an approved medical marijuana product will be affixed with a product label approved by the department prior to use. The product label will be applied at the manufacturing facility, be easily readable, firmly affixed and will include:

- (1) the name, address and registration number of the manufacturer;
- (2) the medical marijuana product form and brand designation;
- (3) the single dose THC and CBD content for the product set forth in milligrams (mg);
- (4) the medical marijuana product lot unique identifier (lot number or bar code);
- (5) the quantity included in the package;
- (6) the date packaged;
- (7) the date of expiration of the product;
- (8) the proper storage conditions;
- (9) language stating:

"Medical marijuana products must be kept in the original container in which they were dispensed and removed from the original container only when ready for use by the certified patient"; (ii) "Keep secured at all times"; (iii) "May not be resold or transferred to another person"; (iv) "This

product might impair the ability to drive”; (v) “KEEP THIS PRODUCT AWAY FROM CHILDREN (unless medical marijuana product is being given to the child under a practitioner’s care”); and (vi) “This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant’s pediatrician.”

For each lot of medical marijuana product produced, CRCNY will submit a predetermined number of final medical marijuana products (e.g., sealed vials or capsules; with the number of samples submitted, based on statistical analysis, determined to be representative of the lot) to an independent laboratory/laboratories approved by the department. The laboratory verifying the cannabinoid content shall be approved for the analysis of medical marijuana product by the Department in accordance with section five hundred two of the public health law and the regulations of Department. Such laboratory, or approved laboratories cumulatively, will certify the medical marijuana product lot as passing all contaminant testing and verify that the content is consistent with the brand prior to the medical marijuana product being released from the manufacturer to any dispensing facility.

Section 2 – Transport and Distribution (§ 1004.5(b)(4))

2.1 Overview

Transport of the finished product will be conducted by the two-person CRCNY transport team, which is comprised of the Delivery Driver and Delivery Security, both of whom are employees of CRCNY. The Delivery Driver will be at least 25 years of age, have a clean driving and criminal record, and be capable of concentrating for long distance driving. The Delivery Security staff member will have a clean driving and criminal record, have considerable experience in law enforcement or high-level security details, [REDACTED]
Redacted pursuant to N.Y. Public Officers Law, Art. 6

2.2 Transport and Distribution Plan

2.2.1 Inventory Analysis

CRCNY will perform an analysis of sales and inventory by dispensary to determine required restocking of medicine on a weekly basis. It is the intention of CRCNY to always maintain product at each location. If inventory available for any product (brands or form) at a CRCNY dispensary falls below two weeks of expected sales, an order will be generated to restock all products in that dispensary back to levels sufficient to cover four weeks of expected sales.

The inventory Manager will pack all outgoing packages under video surveillance and create a packing list detailing the contents of each carton. Either the Director of Manufacturing Operations or the Chief Operating Office will inspect each shipment and sign the shipping manifest and a paper copy of the packing list before each package is sealed. Packages will then be assigned a barcode.

2.2.2 Recordkeeping and Scheduling

Prior to transporting any approved medical marijuana product, CRCNY shall complete a shipping manifest using a form determined by the DOH. A copy of the shipping manifest will be transmitted to the dispensing facility that will receive the products and to the DOH at least two business days prior to transport. CRCNY shall maintain all shipping manifests and make them available to the department for inspection upon request, for a period of 5 years. CRCNY shall ensure that all approved medical marijuana product delivery times are randomized.

2.2.3 Security & Communication

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

2.2.4 Transport Team Conduct

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

2.2.5 Receipt of Delivery

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

Section 3 – Dispensing and Sale (§ 1004.5(b)(4))

3.1 Overview

Dispensing of medical marijuana products at Compassionate Relief Centers of New York (“CRCNY”) dispensaries will take place under the supervision of a licensed New York State pharmacist. The four dispensaries are distributed in locations convenient to Interstate 87 and covering areas from the Canadian border to New York City with locations in Plattsburgh, Albany, White Plains, and Manhattan. Each dispensary, while different in size and location will have a common objective: to deliver the highest quality cannabis-based medicines available in an accessible, caring, confidential, safe and supportive environment.

Each dispensary will be staffed by courteous and caring professionals whose top priority will be patient care. Toward that goal, each employee who interfaces with patients and caregivers will be trained in all areas of their job duties and responsibilities and will be tested on these duties before being allowed to work. Additionally, they will study and be tested on their understanding of New York State’s regulations under the Medical Marijuana Program. They will be required to read the CRCNY policies and procedures manual and demonstrate a thorough understanding of maintaining strict patient and company confidentiality. They will also be trained in safety procedure and instructed on appropriate security measures.

3.2 Hours of Operation

Each dispensary will be open and staffed based on the expected patient counts for their respective locations. Dispensing facilities shall not be open or in operation unless an individual with an active New York State pharmacist license, as defined in Article One Hundred and Thirty Seven of the Education Law, is on the premises and directly supervising the activity within the facility. At all other times, the dispensing facility shall be closed and properly secured.

To the extent our facilities are located within medical office buildings, we will try to have hours that are similar to those of other healthcare tenants. Initially, we expect to have the following hours at each dispensary:

Plattsburgh Tuesday through Saturday 10am to 6pm

Albany Tuesday through Saturday 10am to 6pm

Yonkers Monday through Saturday 10am to 6pm

Manhattan Monday through Saturday 10am to 7pm, Sunday 12pm to 4pm

3.3 Staffing (See staffing plan for more detailed description of responsibilities, authority, and qualifications)

Dispensary Pharmacist: Each dispensing facility will be managed by an active New York State pharmacist license is on the premises and directly supervising the activity within the facility and will act in the capacity of Dispensary Manager. All Dispensary Managers shall report directly to the Director of Dispensary Operations and the Compliance Director. It will be the responsibility of the Dispensary Manager to ensure that Patient Care Associates are properly trained, that all record retention physical security and other regulatory requirements pertaining to dispensary operations are met. The Dispensary Pharmacist will dispense medicine and complete sales transaction whenever available.

Patient Services Associates: Each Patient Services Associate will operate under the direction of the Dispensary Manager and in compliance with all regulatory requirements. Patient Services Associates will receive extensive training on patient care, legal compliance, proper uses and benefits of medical cannabis, facility security and operating systems. They will assist in the management of all services provided to patients, including counseling on proper form, dosage and administration. Should the Dispensary Pharmacist be occupied, the Patient Services Associate will also be properly trained to dispense medicine and complete sales transaction.

Receptionist: Will be responsible for verifying all patient and practitioner registration information and entering this information into CRCNY's POS systems. The Receptionist will ensure that each patient's first interaction with staff offers the proper attention, privacy and respect. After all patient and practitioner registration information and the recommendation is obtained, verified and input, the receptionist will then instruct the patient for either counseling with the Dispensary Pharmacist or the Patient Services Associate when he or she becomes available. If the patient needs only to pick up medicine, the receptionist will instruct the patient to the proper staff person to do so.

Dispensary Security: The security staff will be responsible for all aspects of security within the dispensaries. Each security staffer will receive extensive training on the proper procedures and operation and function of all security equipment. Specifically, they will implement and follow procedures to prevent diversion and ensure that restricted areas are accessed only by authorized persons. They will have primary responsibility for verifying patient and caregiver registration cards before allowing entry into the reception area. Security staff will coordinate with the Transport team to securely receive orders delivered from the Jackson facility.

3.4 Security and Regulatory Compliance

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

3.5 Patient Access to Dispensary

It is the responsibility of the receptionist and the dispensary security staff to admit patients into the dispensing facility. A qualified patient upon approaching the outside door will first be required to communicate with the dispensary receptionist via closed circuit camera and a two-way intercom. A qualified patient will be instructed to identify his or her self to the receptionist and to display the patient's medical marijuana identification card towards the camera. The receptionist will review the dispensary daily appointments log to verify that the qualified patient has been scheduled with an appointment. If the receptionist determines that the individual has an appointment the dispensary receptionist will then activate the door unlocking mechanism to allow the qualified patient entry into the reception area, at which time the receptionist will receive the qualified patient at the reception desk and perform a patient data intake. The qualified patient will then be seated in the reception area.

A licensed pharmacist, or a pharmacy assistant under the supervision of the on-duty pharmacist, will enter the reception area to escort the qualified patient into the consultation and dispensing area. Prior to entry into the secure consultation and dispensing area, uniformed security personnel will first verify the qualified patient's medical marijuana identification card. Once verified, the security personnel will unlock the door into the consultation and dispensary area. A licensed pharmacist, or a pharmacy assistant under the supervision of the on-duty pharmacist, will then escort the qualified patient into the secure consultation and dispensing area.

Dispensary personnel will be trained to strictly follow the CRCNY dispensary access policy and procedures. Such training will provide but not necessarily be limited to the following procedures:

- No person, except a registered organization employee, shall be allowed on the premises of a dispensing facility without a New York State qualified patient or designated caregiver registry identification card.
- Any person without a New York State qualified patient or designated caregiver registry identification card to whom the NYSDOH has provided written authorization to enter into a be issued a visitor identification badge from a dispensing facility employee. A dispensing facility employee shall escort and monitor the visitor at all times while the visitor is in the dispensing facility. The visitor identification badge shall be visible at all times. The dispensing facility shall require the visitor to return the identification badge to a dispensing facility employee upon exiting the dispensing facility.
- The dispensing facility shall 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 for inspection at all times during operating hours and upon request.
- If an unforeseen circumstance requires the presence of a visitor and makes it impractical for the dispensing facility to obtain a waiver pursuant to this part, the dispensing facility shall record in the visitor log, the name of the visitor, date, time, purpose of the visit and the facts upon which the access was granted.
- If a person does not possess the necessary licensure permitted for entry into s dispensary, dispensary security personnel will escort the individual off the premises.

3.6 Patient Information Recording

After a patient or caregiver enters the secure waiting area, the Receptionist will greet them, ask for their New York State issued patient or caregiver registration card. They will then check to see if the patient or caregiver's registration information is in CRCNY's POS system and politely ask if they would like to meet with the Dispensary Pharmacist or Patient Services Associate for counseling.

Once inside the dispensary, the Dispensary Pharmacist or Patient Services Associate provides a patient-specific log of medical marijuana products (brand, administration form, and dosage, and dates dispensed and any return of product) to the patient or the patient's designated caregiver.

3.7 Medicine Purchase

Once the patient decides that they wish to purchase the medication, the Dispensary Pharmacist or Patient Services Associate will retrieve the medicine and ensure that the patient specific dispensing label has been affixed to the product package, but will retain possession until payment has been received. Before payment and handing over of the purchased medicine, the Dispensary Pharmacist or Patient Services Associate checks that no greater than a thirty (30) day supply is dispensed, and not until the patient has exhausted all but a seven-day supply provided pursuant to any previously dispensed medical marijuana product by any registered organization.

Upon receipt of payment, the dispensary employee will hand over the patient's purchased medicine. Any cash payment received will be deposited through a cash counter and into a secure vault build within the payment area counter fixture. The security staff or receptionist will then buzz the patient or caregiver out of the dispensary and out of the reception area.

3.8 Closing Procedure

At the close of each business day (and in any case within 24 hours of dispensing), the Dispensary Pharmacist will submit dispensing data for approved medical marijuana products to the DOH. If no medical marijuana was dispensed, a "zero" report will be filed for that day.

The Dispensary Pharmacist will then reconcile the payments received by type (i.e. debit card, cash), against the daily receipts registered in the POS system. If there are any

differences, reconciliation will be performed and if the differences remain unresolved, a report shall be initiated and send to the Compliance Director for investigation.

Before closing, the Dispensary Security, in the presence of the Dispensary Pharmacist will activate all the alarm systems in accordance with closing procedures and all remaining employee shall exit the premises.

Section 4 – Devices

Pursuant to 1004.5(b)(5)(i) of the NYSDOH regulations, CRCNY provides the following descriptive information with regard to the types of devices which will be sold at CRCNY dispensaries for use with medical marijuana.

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

Section 5 – Security and Control (§ 1004.5(b)(4)(ii))

5.1 Security Plan Overview and Objectives

The intent of this security plan is to fully comply, and in some areas exceed, the New York State regulations relating to the security of marijuana, medicinal marijuana products, and Schedule I controlled substances in general. The security plan is designed to prevent and detect diversion, theft or loss of marijuana and/or medical marijuana products. The plan describes the three major components of a comprehensive security program, which includes the physical security systems, the policies, procedures, and security post orders necessary to support and maintain the program, and the personnel measures, such as background checks, drug screening, security awareness training, and security functions. The plan describes the proposed security system components for the manufacturing site, dispensary sites, and transportation of marijuana products.

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

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

5.2 Physical Security Program

Manufacturing Facility

The following information describes the Security Plan developed for the proposed manufacturing facility located at 15 Plains Road in Cambridge, New York.

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

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

5.7 Dispensing Facilities

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

5.8.2 Preparing for Transport and Return

Prior to transporting any approved medical marijuana product, it will be verified that copies of the shipping manifest have been transmitted to the receiving dispensing facility and NYSDOH at least two days prior to transport. A copy of the shipping manifest must accompany the shipment at all times and be available for review upon request by the NYSDOH Commissioner, the Commissioner's authorized representative or law enforcement official.

5.8.3 Security Requirements for Transport

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

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

5.8.4 Marijuana Delivery and Return Procedures

Procedures for enhancing the safety and security of the process for delivery of the medical marijuana products prior to and at the time of the transport vehicles arrival will be developed and appropriate employees will be trained. Similar procedures used by Armed Currier Services when delivering large sums of cash to financial institutions will be utilized.

5.9 Security Policies, Procedures, and Post Orders

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

5.10 Personnel Security

5.10.1 Employee Screening Program

A comprehensive employee screening program will be implemented in order to reduce the likelihood of employees committing drug security breaches. This evaluation will include a pre-employment criminal history check, and pre-employment and random drug screening. Applicants will be required to answer the following questions, in writing, on an employment application form:

- Within the past five years, have you been convicted of a felony, or within the past two years, of any misdemeanor, or are you presently charged (formally) with committing a criminal offence? Do not include any traffic violations, juvenile offences or military convictions, except by general court-martial. If the answer is yes, furnish details of conviction, offense location, date, and sentence.
- In the past three years, have you ever knowingly used any narcotics, amphetamines, barbiturates, or marijuana, other than those prescribed to you by a physician within the past three years? If the answer is yes, furnish details.

Applicants will be required to authorize, in writing, inquiries to be made of courts and law enforcement agencies concerning pending charges or convictions. Criminal history checks will be conducted for any new employee who will have access to marijuana, prior to that employee having access. Drug screens will be required prior to employment and may be performed randomly after employment.

5.10.2 Inspection Program

The Company will establish a formal inspection program in order to deter diversion of marijuana products by persons with access to marijuana and marijuana products on Company property.

As mentioned previously, vehicles entering the secured manufacturing site perimeter will be inspected prior to entry and exit. At all company locations, both employees and non-employees who have access to marijuana and marijuana products may be subject to no notice inspections along with all personal effects, such as purses, brief cases, desks, lockers, etc.). Notice of this policy will be given as a condition of employment and prior to non-employees being granted access to areas containing marijuana and marijuana products.

5.10.3 Security Training

New Employee Security Orientation and Annual Awareness

Upon initial employment and annually thereafter, employees will be required to complete an awareness program designed to educate personnel about their role in the security program. This training will include, but not be limited to, such topics as:

- The responsibility of employees to report drug diversion,
- Illicit activities and the potential for state or federal prosecution and termination of employment
- General security requirements for controlled substances and more specifically those security measures required to protect marijuana

5.10.4 Employee Procedural Training

All employees will be required to be trained on security procedures that relate to their specific job responsibilities.

5.10.5 Visitor and Contractor Security Awareness

Required to review and sign a Visitor Security Requirements Agreement that outlines non-employee's responsibilities for compliance with the security program.

5.10.6 Duress and Communication Systems

As identified in previous sections, duress alarms, panic alarms, and holdup alarms will be provided in key areas with the manufacturing facility, dispensaries, and transport vehicle.

5.10.7 Security Organization

As required by the NYSDOH, all security personnel will be employees of the Company. All security personnel will meet the NYS requirements for licensing and training of security guards.

Section 6 – Standard Operating Plan

SOP 6.001

Title of SOP: Cultivation

Responsibility:

This procedure is the responsibility of the Director of Cultivation in consultation with the Director of Compliance and under the direct authority of the Chief Operating Officer. It is the responsibility of the Director of Cultivation to ensure that marijuana cultivation is processed in accordance with this SOP.

Purpose:

The purpose of this procedure is to define standard operating procedures for cannabis cultivation, harvesting and preparation of harvested plants but not including extraction and manufacture of cannabis oil.

Minimum Qualifications of Director of Cultivation:

- At least 21 years of age
- College or commensurate experience required
- Expertise in organic agriculture with a proven ability to manage teams effectively
- Outstanding customer relations skills
- Excellent communication skills
- Pass background check as required DOH and CRCNY's Employment Manual.

Job Responsibilities:

- Supervise and coordinate day-to-day activities of the Senior Cultivation Manager and Cultivation Technicians engaged in propagating, cultivating, harvesting, and preparation of marijuana plants.
- Apply knowledge of environmental-control structures, systems, and techniques.
- Ensure complete compliance with applicable New York Statutes and Regulations
- Direct cultivation activities according to CRCNY's standard operating procedures.

- Report progress and statistical performance to COO as measured against cultivation schedule every two weeks.
- Schedule, recruit and vet all members of cultivation staff

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

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SERVICE LOG

DATE	NOTES	PART #'S	TECH

SOP 9.001

Title of SOP: Quality Assurance

Original: Yes

QUALITY ASSURANCE

Compassionate Relief Centers of New York (CRCNY) will adhere to stringent Quality Assurance standards for medical marijuana products, requiring systematic methods of implementing and maintaining production guidelines, human inspection, internal laboratory testing, inventory management, and regularly scheduled third-party lab testing. Lab testing will ensure the potency, proper dosage, and safety of medical marijuana products.

RESPONSIBILITY

The Director of Quality Assurance with documented training and experience in quality control procedures will work under the supervision of the Chief Operating Officer. The Director of Quality Assurance will exercise oversight of CRCNY's practices and procedures from seed to sale. The Director of Quality Assurance ensures that all documents relating to quality control and assurance are assessed, stored, and distributed to the proper persons and authorities. It is also the responsibility of the Quality Assurance Officer to train, oversee, and hold accountable employees for quality assurance standards applicable to their duties.

The following quality assurance procedures will ensure the consistency, potency, purity, proper dosage, and safety of medical marijuana products from cultivation to dispensing.

MAINTENANCE OF SANITARY CONDITIONS AND GOOD AGRICULTURAL PRACTICES

1. Cultivation employees are required at the start of a shift to change into pocketless coveralls, lab coats and booties as supplied by CRCNY.
2. Cultivation employees are required to wear latex or vinyl/nitrile gloves when handling plants.
3. Gloves should be changed periodically during the workday and always before entering any other rooms containing plant or plant matter.
4. Cultivation employees must wear hairnets, including for facial hair if necessary.
5. All equipment and growing areas must be sanitized with an organic cleanser before, during, and after harvests. All durable equipment should also be sanitized with steam, peroxide and/or 95% alcohol as a secondary precaution.
6. During cycle changes, when new plants are moved to vegetative stage, vegetative stage moved to pre-flowering stage, and pre-flowering to flowering stage, rooms will be cleaned prior to receiving transplants.
7. A water and organic cleaner solution is used to clean reservoirs, aerator pumps, water pumps and to flush all irrigation lines.
8. All hand trucks, trays, buckets, other receptacles, platforms, racks, tables, shelves, knives, saws, cleavers, other utensils, or the machinery used in handling or processing marijuana flower, clones, plants or harvested and cured products must be cleaned daily when in use.
9. A hand-washing sink will be easily accessible to employees and must be used prior to any employee entering into a room containing plants, flower or products destined for consumption by qualified patients.
10. Employees working directly with the preparation of medical marijuana or the

infusion of extracted marijuana oils into finished goods must keep fingernails trimmed, filed, and maintained so that the edges and surfaces are cleanable and not have fingernail polish or artificial fingernails.

11. Cultivation employees in the cultivation facility must report to the COO any health condition experienced that may adversely affect the safety or quality of any medical marijuana with which they might come into contact.
12. If the COO in consultation with the Medical Director determines that an employee has a health condition that may adversely affect the safety or quality of medical marijuana and/or medical marijuana product, that employee is prohibited from direct contact with any medical marijuana or equipment or materials for processing medical marijuana until the Medical Director and COO determine it is safe to do so.

WATER SUPPLY

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

PESTICIDES, FUNGICIDES AND HERBICIDES

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

CLEAN ROOM STANDARDS

1. Manufacture of medical marijuana products will be conducted within Clean Room settings that meet or exceed USP 179 standards.
2. Manufacture of medical marijuana products will be conducted within Clean Room settings that meet ISO Class 7 standards.
3. Employees entering Clean Rooms must change from street clothes into pocketless coveralls and booties.
4. Employees entering Clean Rooms must first pass through a pressurized air lock.
5. The clean room environmental system will consist of isolated air handling equipment bringing in pre-treated outside air utilizing HEPA filtration technology.
6. The incoming air will be pre-filtered and then hard ducted to secondary HEPA filtration units mounted in the drop ceiling system.
7. These laminar diffusers contain secondary, polishing HEPA filters and booster fans to allow for proper system balancing.
8. The overall room environment will be in a slightly positive air pressure to the exterior to help limit uncontrolled outside air entrance.
9. The interior room air will be recirculated with outside air brought in to meet indoor air quality standards.

PRODUCT TESTING

1. For each lot of medical marijuana product produced, CRCNY will submit a predetermined number of final medical marijuana products (e.g., sealed vials or capsules; with the number of samples submitted, based on statistical analysis, determined to be representative of the lot) to an independent laboratory/laboratories approved by the department.

2. The laboratory verifying the cannabinoid content shall be approved for the analysis of medical marijuana product by the department in accordance with Section Five Hundred Two of the Public Health Law and Subpart 55-2 of NSDOH Regulations.
3. Such laboratory, or approved laboratories cumulatively, shall certify the medical marijuana product lot as passing all contaminant testing and verify that the content is consistent with the brand prior to the medical marijuana product being released to CRCNY dispensing facilities.

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

- 4.
5. CRCNY will manufacture “approved medical marijuana products” which represent a specific brand with a defined cannabinoid content and active and inactive ingredients, prepared in a specific dosage and form, to be dispensed and administered to qualified patients as recommended by the practitioner.
6. Each CRCNY “brand” will be characterized by a defined medical marijuana extraction product that has a homogenous and uniform cannabinoid concentration and product quality, which is produced according to an approved and stable processing protocol.
7. CRCNY will test each batch of extracted oil to verify that a total THC and total CBD concentration that is within 95 – 105% of that specified in milligrams per dose for that brand.
8. Extracted oils will be tested for the following analytes:
 - a. E. coli Klebsiella
 - b. Pseudomonas (for products to be vaporized) Salmonella
 - c. Streptococcus

- d. Bile tolerant gram negative bacteria
 - e. Aspergillus
 - f. Mucor species
 - g. Penicillium species
 - h. Thermophilic Actinomycetes species
 - i. Aflatoxin Ochratoxin Antimony Arsenic Cadmium Chromium Copper Lead
 - j. Nickel Zinc Mercury
 - k. Any pesticide/herbicide/fungicide used during production of the medical marijuana product
 - l. Any growth regulator used during production of the medical marijuana product
 - m. Any other analyte as required by the Commissioner
9. Any lot not meeting the minimum standards or specifications for safety will be rejected and destroyed in accordance with the registered organization's approved operating plan.
10. Any lot not meeting the minimum standards or specifications for brand consistency shall be rejected and destroyed.
11. CRCNY will keep and maintain records documenting submission of medical marijuana products to approved laboratories as required herein, and the results of the laboratory testing. CRCNY will provide the department with such records upon request.
12. CRCNY will demonstrate the stability of each approved medical marijuana product produced (each brand in each form) by testing at an approved laboratory in accordance with Section 1004.14.
13. CRCNY will validate the stability and expiration date of the final distributed medical marijuana product.

14. All distributed medical marijuana products will be stable for a minimum of 60 days under the specified storage conditions (light, temperature and humidity) when opened.
15. CRCNY will validate the shelf-life of unopened medical marijuana products validated by ongoing stability testing according to a schedule determined by the department and an expiration date for unopened products shall be determined through the stability testing;
16. CRCNY will develop specifications for storage conditions at the manufacturing facility once the package is sealed, during transport, at the dispensing facility, in the patient's home and for samples retained for future testing.
17. No synthetic marijuana additives will be used in the production of any medical marijuana product.

Medical Marijuana Product Packaging and Labeling

1. CRCNY will package the final form of the approved medical marijuana product at the manufacturing site.
2. The original seal will not be broken except for quality testing at an approved laboratory, for adverse event investigations, by the department, or by the certified patient or designated caregiver.
3. Packaging for approved medical marijuana products will be child-resistant, tamper-proof/tamper-evident, light-resistant, and resealable to minimize oxygen exposure.
4. Each package of approved medical marijuana product will be marked with a lot unique identifier.

5. Each package of an approved medical marijuana product will be affixed with a product label approved by the department prior to use.
6. The product label will be applied at the manufacturing facility, be easily readable, firmly affixed and will include:
 - (1) the name, address and registration number of the manufacturer;
 - (2) the medical marijuana product form and brand designation;
 - (3) the single dose THC and CBD content for the product set forth in milligrams (mg);
 - (4) the medical marijuana product lot unique identifier (lot number or bar code);
 - (5) the quantity included in the package;
 - (6) the date packaged;
 - (7) the date of expiration of the product;
 - (8) the proper storage conditions;
 - (9) language stating:

"Medical marijuana products must be kept in the original container in which they were dispensed and removed from the original container only when ready for use by the certified patient"; (ii) "Keep secured at all times"; (iii) "May not be resold or transferred to another person"; (iv) "This product might impair the ability to drive"; (v) "KEEP THIS PRODUCT AWAY FROM CHILDREN (unless medical marijuana product is being given to the child under a practitioner's care)"; and (vi) "This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant's pediatrician."

7. For each lot of medical marijuana product produced, CRCNY will submit a predetermined number of final medical marijuana products (e.g., sealed vials or

capsules; with the number of samples submitted, based on statistical analysis, determined to be representative of the lot) to an independent laboratory or laboratories approved by the department.

8. The laboratory verifying the cannabinoid content shall be approved for the analysis of medical marijuana product by the Department in accordance with section five hundred two of the public health law and the regulations of the Department.
9. Such laboratory, or approved laboratories cumulatively, will certify the medical marijuana product lot as passing all contaminant testing and verify that the content is consistent with the brand prior to the medical marijuana product being released from the manufacturer to any dispensing facility.

Section 7 – Quality Assurance Plans (§ 1004.5(b)(4)(iv))

7.1 Overview

This section details CRCNY's quality assurance plan with respect to detecting, identifying and preventing dispensing errors. Common causes of dispensing errors include incorrect storage, incorrect drug product, dose, dosage form, wrong quantity, incorrect labeling, and confusing or inadequate directions. CRCNY's quality assurance plan reflects industry best practices and is designed to prevent dispensing errors to the fullest extent possible.

It is the responsibility of the Pharmacist at each CRCNY dispensary location to implement the procedures set forth below, which are designed to prevent dispensing errors.

7.2 Medical Marijuana Product Storage

Upon delivery of approved medical marijuana products from CRCNY's manufacturing facility to the dispensary, the Pharmacist will scan the barcode affixed to each medical marijuana product to confirm receipt of the product from the manufacturing facility pursuant to the Transportation procedures set forth in Section 2 and securely store it pursuant to the Storage procedures set forth in Section 9.

7.3 Medical Marijuana Product Dispensing

Upon dispensing an approved medical marijuana product to a certified patient or designated caregiver, the Pharmacist will:

- Review the certified patient's registry identification card and verify it against two forms of identification.
- For new certified patients with new registry identification cards or certified patients with amended or renewed registry identification cards, scan a copy of the registration card and keep it on file for a period of five (5) years following the date of expiration of certification.

- Check the approved marijuana product label against the approved medical marijuana product information on the patient's registry identification card to confirm that the correct product is being dispensed.
- Prepare and affix the patient-specific dispensing label to the approved medical marijuana product. Such label shall contain:
 - The name and registry identification number of the certified patient and designated caregiver; if any
 - The certifying practitioner's name
 - The dispensing facility name, address, and phone number
 - The dosing and administration instructions
 - The quantity and date dispensed
 - Any recommendation or limitation by the practitioner as to the use of medical marijuana
- Place the approved medical marijuana product in a plain outer package.
- Check the patient label against the relevant information on the patient's registry identification card to confirm that correct brand, form, dosage, and dosage amounts are being dispensed.
- Confirm that the approved medical marijuana product being dispensed has the correct approved package safety insert, which shall include but not be limited to the following information:
 - The medical marijuana product and brand
 - A list of any excipients used
 - A warning if there is any potential allergens in the medical marijuana product
 - Contraindications
 - More specific dosage directions and instructions for administration
 - Warning of adverse effects and/or any potential dangers stemming from the use of medical marijuana
 - Instructions for reporting adverse events (as determined by NYSDOH)

- A warning about driving, operation of mechanical equipment, child care or making important decisions while under the influence of medical marijuana
 - Information on tolerance, dependence and withdrawal and substance abuse, how to recognize what may be problematic usage of medical marijuana and how to obtain appropriate services or treatment
 - Advice on how to keep the medical marijuana product secure
 - Language stating that the certified patient may not distribute any medical marijuana product to anyone else
 - Language stating how unwanted, excess, or contaminated product must be disposed of
 - 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."
- Provide any counseling or guidance needed by the certified patient or designated caregiver to ensure the patient or designated caregiver understands the product and its associated instructions.
 - Maintain a patient-specific log of medical marijuana products (brand, administration form, dosage, dates dispensed, and record of the return of any product) and provide this information to the patient, patient's caregiver, or patient's practitioner upon request.

Section 8 – Returns, Complaints, Adverse Events and Recalls (§ 1004.5(b)(4)(v))

8.1 Overview

This document details CRCNY's plan for documenting and investigating approved medical marijuana product returns, complaints and adverse events, and to provide for rapid voluntary or involuntary recalls of any lot of medical marijuana product. This section includes a plan for any retesting of returned approved medical marijuana products, storage and disposal of marijuana and any manufactured medical marijuana products not passing requirements, and a requirement that adverse events and total recalls are reported to the DOH within twenty-four hours of their occurrence.

It is the responsibility of the Director of Compliance to ensure that all personnel participating in any aspect or handling of recalls or complaints receive training in the CRCNY's procedures for addressing and resolving recalls and complaints. It is the responsibility of the Director of Compliance to ensure that all recalls are handled, resolved, and tracked according to CRCNY's policies and procedures.

8.2 Complaint Recording and Documentation

Any complaint received by management from a customer (individual or organization) will be assigned to the next available sequential number and documented using a Complaint Tracking Log (below). The Complaint Tracking Log will capture the following data:

- Date of receipt of the complaint.
- Description of the complaint.
- Date of acknowledgement of the complaint to complainant.
- Results of search of the Complaint Tracking Log for similar complaints.
- Determination of the scope of the complaint (i.e., which Quality System or Systems are the source of the complaint).
- Decision as to the need for additional information from complainant.

- Decisions regarding the need for investigation or corrective action; if investigation or corrective action is required.
- Determined root cause of the product defect.
- Determined potential for recurrence of the defect.
- Corrective action completion date, if required.
- Requirement for corrective action effectiveness assessment.
- Date of completion of corrective action effectiveness assessment, if required.
- Date of notification of resolution of the complaint to complainant.

The Director of Compliance will initiate in a timely manner and manage an investigation of the complaint if it is determined that an investigation is required. An attempt will be made to determine the root cause of the defect leading to the complaint. This may involve one or more of the following topics:

- As required, interview of the relevant staff.
- Assessment of the actual conduct of the method as determined from the staff interview and the records of method conduct
- Assessment of the appropriateness of the equipment used.
- Other factors that may require assessment as indicated by the specific complaint received.

The Compliance Director will assess the potential for recurrence and the need for corrective action. If a corrective action is deemed necessary, the need for an assessment of the effectiveness of the corrective action will be determined by the Director of Compliance in consultation with relevant members of senior management. If an effectiveness assessment is required, the assessment must be completed to assure that the corrective action will actually prevent future recurrences of the defect.

A formal written investigation report will be prepared, addressing the topics described above. This report must be approved by the Director of Compliance and archived.

Additionally, the Compliance Director will assure that notification of resolution of the complaint is provided to the complainant.

[illegible]

Section 9 – Product Quality Assurance (§ 1004.5(b)(4)(vi))

Quality control of medical marijuana products requires systematic methods of implementing and maintaining production guidelines, human inspection and inventory management, and third-party lab testing at regularly scheduled waypoints. Lab testing will be one of the most defining aspects of the Quality Assurance procedures, ensuring with great accuracy the potency, proper dosage, and safety of medical marijuana products.

To ensure that Quality Assurance Methods of Procedure are effectively executed, CRCNY will designate a Director of Quality Assurance with documented training and experience in quality control procedures and who shall work under the supervision of the Chief Operating Officer. The Director of Quality Assurance will exercise oversight of CRCNY's practices and procedures from seed to sale. The Director of Quality Assurance ensures that all documents relating to quality control and assurance are assessed, stored, and distributed to the proper persons and authorities. It is also the responsibility of the Quality Assurance Officer to train, oversee, and hold accountable employees for quality assurance standards applicable to their duties.

The following quality assurance procedures will ensure the safety, efficacy, and proper handling of all medical marijuana products from the initial acquisition of seeds and genetics to the final sale and dispensation of the various forms of medicine. Through a combination of risk-reducing preventative steps, inspection and accounting waypoints, and rigorous third-party laboratory testing, Compassionate Relief Centers of New York (CRCNY) will adhere to stringent Quality Assurance standards.

For each lot of medical marijuana product produced, CRCNY will submit a predetermined number of final medical marijuana products (e.g., sealed vials or capsules; with the number of samples submitted, based on statistical analysis, determined to be representative of the lot) to an independent laboratory/laboratories approved by the department. The laboratory verifying the cannabinoid content shall be approved for the analysis of medical marijuana product by the department in accordance with Section Five Hundred Two of the Public

Health Law and Subpart 55-2. Such laboratory, or approved laboratories cumulatively, shall certify the medical marijuana product lot as passing all contaminant testing and verify that the content is consistent with the brand prior to the medical marijuana product being released to CRCNY dispensing facilities.

In addition, CRCNY will operate an on-site laboratory under the management and supervision of a highly qualified chemist (see: Staffing Plan at Attachment J) to conduct quality testing of extracted oils. Extracted oils will be tested for the following analytes:

- Cannabinoid content:
 - THC
 - THC-A
 - THC-V
 - CBD
 - CBDA
 - CBD-V
 - CBN
 - CBG
 - CBC
- E. coli Klebsiella
- Pseudomonas (for products to be vaporized) Salmonella
- Streptococcus
- Bile tolerant gram negative bacteria
- Aspergillus

- Mucor species
- Penicillium species
- Thermophilic Actinomycetes species
- Aflatoxin Ochratoxin Antimony Arsenic Cadmium Chromium Copper Lead
- Nickel Zinc Mercury
- Any pesticide/herbicide/fungicide used during production of the medical marijuana product
- Any growth regulator used during production of the medical marijuana product
- Any other analyte as required by the commissioner

Any lot not meeting the minimum standards or specifications for safety will be rejected and destroyed in accordance with the registered organization's approved operating plan.

Any lot not meeting the minimum standards or specifications for brand consistency shall be rejected and destroyed in accordance with the registered organization's approved operating plan.

CRCNY will keep and maintain records documenting submission of medical marijuana products to approved laboratories as required herein, and the results of the laboratory testing. CRCNY will provide the department with such records upon request

CRCNY will demonstrate the stability of each approved medical marijuana product produced (each brand in each form) by testing at an approved laboratory in accordance with Section 1004.14.

CRCNY will validate the stability and expiration date of the final distributed medical marijuana product. All distributed medical marijuana products will be stable for a minimum of 60 days under the specified storage conditions (light, temperature and humidity) when opened. CRCNY will validate the shelf-life of unopened medical marijuana products validated by ongoing stability testing according to a schedule determined by the department and an expiration date for unopened products shall be determined through the stability testing.

CRCNY will develop specifications for storage conditions at the manufacturing facility once the package is sealed, during transport, at the dispensing facility, in the patient's home and for samples retained for future testing.

No synthetic marijuana additives will be used in the production of any medical marijuana product.

Section 10 – Recordkeeping (§ 1004.5(b)(4)(vii))

10.1 Overview

This operating plan provides a detailed description of plans, procedures and systems adopted and maintained for tracking, record keeping, record retention and surveillance systems, relating to all medical marijuana at every stage including cultivating, possessing of marijuana, and manufacturing, delivery, transporting, distributing, sale and dispensing by the proposed registered organization.

10.2 Seed-to-Sale Tracking Software

CRCNY will await the announcement by the DOH of their selection for “seed to sale” tracking software to be used by all registered organizations. Once the announcement is made, CRCNY will contact the software company to assess the capabilities of the program to meet the recordkeeping mandates of the DOH and CRCNY. Given our research of the major “seed-to-sale” software vendors, we expect the vendor to offer modules for integrated point-of-sale (POS), inventory control, cultivation process management and patient record management as well as other features. Once we understand the capabilities and shortcomings of their offerings, should it be advisable, we will seek to complement the product with software for general ledger accounting, financial reporting, payroll management and other features that will enhance our reporting and recordkeeping ability. All computer systems will be backed up to a secure location (cloud network) on a daily basis.

CRCNY will maintain all records required by article 33 of the public health law for a period of five (5) years and make such records available to the department upon request. Such records shall include:

- (i) documentation, including lot numbers where applicable, of all materials used in the manufacturing of the approved medical marijuana product to allow tracking of the materials including but not limited to soil, soil amendment, nutrients,

hydroponic materials, fertilizers, growth promoters, pesticides, fungicides, and herbicides;

(ii) cultivation, manufacturing, packaging and labeling production records; and

(iii) laboratory testing results. In addition to independent laboratory testing in compliance with NYS regulations, CRCNY will perform internal laboratory testing of cannabinoid profiles and impurities to ensure that the final packaged product meets NYS specifications for purity, uniformity, stability and dosage.

10.3 Shipping Manifests

Prior to transporting any approved medical marijuana product, CRCNY shall complete a shipping manifest using a form determined by the DOH, a copy of which must be transmitted to the dispensing facility that will receive the products and to the DOH at least two business days prior to transport. CRCNY shall maintain all shipping manifests and make them available to the DOH for inspection upon request, for a period of 5 years. These documents will track all deliveries and returns between the manufacturing facility in Cambridge and each of the four dispensary locations.

10.4 Dispensed Product Reporting

CRCNY will electronically file with the DOH a record of all approved medical marijuana products that have been dispensed, utilizing a transmission format acceptable to the department, not later than 24 hours after the marijuana was dispensed to the certified patient or designated caregiver. The information filed with the department for each approved medical marijuana product dispensed shall include but not be limited to:

- (1) a serial number that will be generated by the dispensing facility for each approved medical marijuana product dispensed to the certified patient or designated caregiver;
- (2) an identification number which shall be populated by a number provided by the department, to identify the registered organization's dispensing facility;

- (3) the patient name, date of birth, and sex;
- (4) the patient address, including street, city, state, and zip code;
- (5) the patient's registry identification card number;
- (6) if applicable, designated caregiver's name and registry identification card number;
- (7) the date the approved medical marijuana product was filled by the dispensing facility;
- (8) the metric quantity for the approved medical marijuana product;
- (9) the medical marijuana product drug code number, which shall be populated by a number provided by the department, to represent the approved medical marijuana brand that was dispensed to the certified patient or designated caregiver, as applicable;
- (10) the number of days' supply dispensed;
- (11) the registered practitioner's Drug Enforcement Administration number;
- (12) the date the written certification was issued by the registered practitioner; and
- (13) the payment method.

When applicable, CRCNY shall file a zero report with the department, in a format acceptable to the department. For the purposes of this section, a zero report shall mean a report that no approved medical marijuana product was dispensed by a registered organization during the relevant period of time. A zero report shall be submitted no later than 14 days following the most recent previously reported dispensing of an approved medical marijuana product or the submission of a prior zero report.

All recording and reporting of patient information will be done in compliance with HIPPA.

10.5 Human Resources/Facility Maintenance—Logs and Reports

CRCNY's manufacturing site will keep logs and records beyond those required by the DOH and entered into our "seed-to-sale" system. Files will be maintained by our Director of Human Resources detailing employee training, discipline, attendance, peer and supervisory performance reviews. Logs and records will be kept detailing equipment maintenance, facility maintenance, sanitation, breaches of safety protocol and safety equipment maintenance. Other documents and logs prepared and maintained at the Cambridge facility will include CRCNY standard operating procedures and transportation manifests.

10.6 Adverse Events, Complaints and Recalls

CRCNY's dispensaries will maintain adverse events, complaints and recall tracking logs that will monitor each situation from report date until resolution. At the time of any reported event, the Compliance Director will review the history contained in the tracking log to determine if there are common circumstances that could require broader action than a single incident, although any incident will be investigated until the issue is resolved to the satisfaction of the patient, practitioner and CRCNY's Compliance Director. Also, visitor logs will be maintained for DOH inspection for anyone entering the facility without a patient or caregiver registration card.

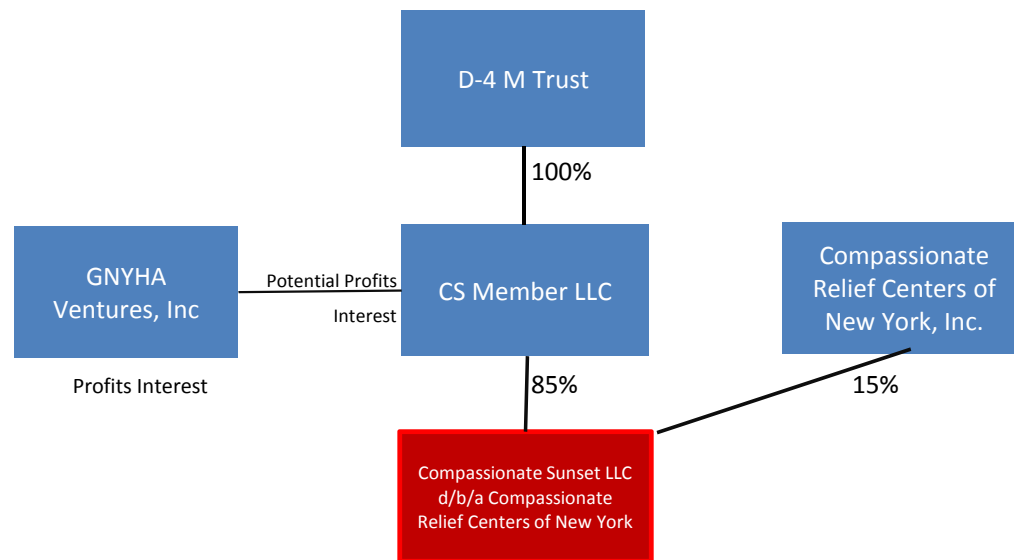
10.6 Security Incident Reporting

Detailed investigative records will be developed and maintained by the Compliance Director for any breaches in security or disruptions to communications between transport vehicles and the Cambridge facility. Also, any disruptions in the ability of the central security monitoring station in Cambridge to view any part of the manufacturing or dispensing facilities will be investigated to determine the cause of the disruption and corrective action will be taken to ensure it does not recur.

10.7 Storage and Retrieval

The majority of reports and recordkeeping will be in electronic form stored in a secure location (cloud network). To the extent CRCNY's logs are initially recorded on paper, electronic recording systems will be set up and logs entered for easy retrieval and data sorting. Paper records will be maintained in clearly marked binders in chronological order for each set of logs or records and kept in a secure location such as a lockable office or filing cabinet.

Compassionate Sunset LLC Organization Chart



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
June 04, 2015.

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

Anthony Giardina
Executive Deputy Secretary of State

ARTICLES OF ORGANIZATION OF CS Member LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

CS Member LLC

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

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

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

c/o Royal Realty Corp.
One Bryant Park
Attention: Corporate Counsel
New York, NY 10036

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

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

Lauren A. Gonzales, Organizer (signature)

Lauren A. Gonzales , ORGANIZER
c/o Rosenberg & Estis, P.C.
733 Third Avenue
New York, NY 10017

Filed by:

Michael E. Lefkowitz, Esq.
c/o Rosenberg & Estis, P.C.
733 Third Avenue
New York, NY 10017

FILED WITH THE NYS DEPARTMENT OF STATE ON: 06/04/2015
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MICHAEL E. LEFKOWITZ, ESQ.
C/O ROSENBERG & ESTIS, P.C.
733 THIRD AVENUE
NEW YORK, NY 10017

06/04/2015

ADDRESS FOR PROCESS:

C/O ROYAL REALTY CORP.
ONE BRYANT PARK
ATTENTION: CORPORATE COUNSEL
NEW YORK, NY 10036

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

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SERVICE CODE: 00

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FILING:	200.00	CHARGE	210.00
TAX:	0.00	DRAWDOWN	0.00
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STATE OF NEW YORK

DEPARTMENT OF STATE

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



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
May 15, 2015.

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

Anthony Giardina
Executive Deputy Secretary of State

ARTICLES OF ORGANIZATION OF Compassionate Sunset LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

Compassionate Sunset LLC

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

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

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

c/o Royal Realty Corp.
One Bryant Park
Attention: Corporate Counsel
New York, NY 10036

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

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

Lauren A. Gonzales, Organizer (signature)

Lauren A. Gonzales , ORGANIZER
c/o Rosenberg & Estis, P.C.
733 Third Avenue
New York, NY 10017

Filed by:

Michael E. Lefkowitz, Esq.
c/o Rosenberg & Estis, P.C.
733 Third Avenue
New York, NY 10017

FILED WITH THE NYS DEPARTMENT OF STATE ON: 05/15/2015
FILE NUMBER: 150515010356; DOS ID: 4759897

ONLINE FILING RECEIPT

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ENTITY NAME: COMPASSIONATE SUNSET LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: NEW

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FILED:05/15/2015 DURATION:***** CASH#:150515010356 FILE#:150515010356
DOS ID:4759897

FILER:

EXIST DATE

MICHAEL E. LEFKOWITZ, ESQ.
C/O ROSENBERG & ESTIS, P.C.
733 THIRD AVENUE
NEW YORK, NY 10017

05/15/2015

ADDRESS FOR PROCESS:

C/O ROYAL REALTY CORP.
ONE BRYANT PARK
ATTENTION: CORPORATE COUNSEL
NEW YORK, NY 10036

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: ** NO SERVICE COMPANY **
SERVICE CODE: 00

FEE:	210.00	PAYMENTS	210.00
	-----		-----
FILING:	200.00	CHARGE	210.00
TAX:	0.00	DRAWDOWN	0.00
PLAIN COPY:	0.00		
CERT COPY:	10.00		
CERT OF EXIST:	0.00		

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DOS-1025 (04/2007)

Authentication Number: 1505150371 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

ALBANY, NY 12231-0001

FILING RECEIPT

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ENTITY NAME : COMPASSIONATE SUNSET LLC

DOCUMENT TYPE : ASSUMED NAME LTD LIABILITY CO

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FILER:

FILED: 06/02/2015

CASH#: 351234

FILM#: 20150602094

ROSENBERG & ESTIS, P.C.
733 THIRD AVENUE

NEW YORK NY 10017

PRINCIPAL LOCATION

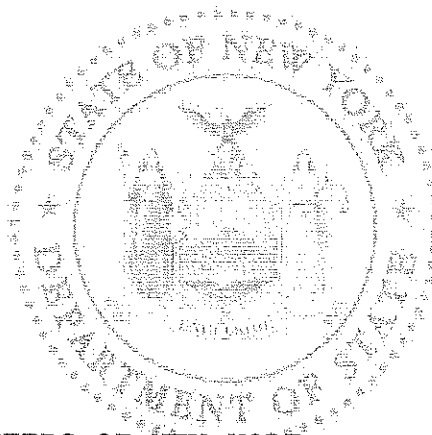
ONE BRYANT PARK

NEW YORK
NY 10036

COMMENT:

ASSUMED NAME

COMPASSIONATE RELIEF CENTERS OF NEW YORK



=====

SERVICE COMPANY : CORPORATION SERVICE COMPANY

CODE: 45

BOX : 25

FEEs 335.00

FILING : 25.00
COUNTY : .00
COPIES : 10.00
MISC : .00
HANDLE : 300.00

PAYMENTS: 335.00

CASH :
CHECK : 335.00
C CARD :

REFUND :

STATE OF NEW YORK

DEPARTMENT OF STATE

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



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on June 2, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

CSC 45

20150602094

Certificate of Assumed Name Pursuant to General Business Law §130

NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Ave,
Albany, NY 12231-0001
www.dos.ny.gov

1. REAL NAME OF ENTITY: Compassionate Sunset LLC

1a. FICTITIOUS NAME, IF ANY, OF FOREIGN ENTITY (Not Assumed Name):

2. FORMED OR AUTHORIZED UNDER THE FOLLOWING NEW YORK LAW (Check one):

- ☐ Business Corporation Law ☒ Limited Liability Company Law ☐ Religious Corporations Law
☐ Education Law ☐ Not-for-Profit Corporation Law ☐ Revised Limited Partnership Act
☐ Other (specify law):

3. ASSUMED NAME: Compassionate Relief Centers of New York

4. PRINCIPAL PLACE OF BUSINESS IN NEW YORK STATE (MUST INCLUDE NUMBER AND STREET). IF NONE, CHECK THIS BOX ☐ AND PROVIDE OUT-OF-STATE ADDRESS:

One Bryant Park
New York, New York 10036

5. COUNTY(IES) IN WHICH ENTITY DOES OR INTENDS TO DO BUSINESS: ☒ ALL COUNTIES (or check applicable county(ies) below)

- | | | | | | | | |
|-----------------------------------|--------------------------------------|-------------------------------------|---------------------------------------|-----------------------------------|------------------------------------|--------------------------------------|-------------------------------------|
| <input type="checkbox"/> Albany | <input type="checkbox"/> Cattaraugus | <input type="checkbox"/> Chenango | <input type="checkbox"/> Delaware | <input type="checkbox"/> Franklin | <input type="checkbox"/> Hamilton | <input type="checkbox"/> Lewis | <input type="checkbox"/> Montgomery |
| <input type="checkbox"/> Allegany | <input type="checkbox"/> Cayuga | <input type="checkbox"/> Clinton | <input type="checkbox"/> Dutchess | <input type="checkbox"/> Fulton | <input type="checkbox"/> Herkimer | <input type="checkbox"/> Livingston | <input type="checkbox"/> Nassau |
| <input type="checkbox"/> Bronx | <input type="checkbox"/> Chautauqua | <input type="checkbox"/> Columbia | <input type="checkbox"/> Erie | <input type="checkbox"/> Greene | <input type="checkbox"/> Jefferson | <input type="checkbox"/> Madison | <input type="checkbox"/> New York |
| <input type="checkbox"/> Broome | <input type="checkbox"/> Chemung | <input type="checkbox"/> Cortland | <input type="checkbox"/> Essex | <input type="checkbox"/> Genesee | <input type="checkbox"/> Kings | <input type="checkbox"/> Monroe | <input type="checkbox"/> Niagara |
| <input type="checkbox"/> Oneida | <input type="checkbox"/> Orleans | <input type="checkbox"/> Queens | <input type="checkbox"/> St. Lawrence | <input type="checkbox"/> Schuyler | <input type="checkbox"/> Steuben | <input type="checkbox"/> Warren | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Onondaga | <input type="checkbox"/> Oswego | <input type="checkbox"/> Rensselaer | <input type="checkbox"/> Saratoga | <input type="checkbox"/> Seneca | <input type="checkbox"/> Suffolk | <input type="checkbox"/> Washington | <input type="checkbox"/> Yates |
| <input type="checkbox"/> Ontario | <input type="checkbox"/> Otsego | <input type="checkbox"/> Richmond | <input type="checkbox"/> Schenectady | <input type="checkbox"/> Tompkins | <input type="checkbox"/> Sullivan | <input type="checkbox"/> Wayne | |
| <input type="checkbox"/> Orange | <input type="checkbox"/> Putnam | <input type="checkbox"/> Rockland | <input type="checkbox"/> Schoharie | <input type="checkbox"/> Ulster | <input type="checkbox"/> Tioga | <input type="checkbox"/> Westchester | |

6. ADDRESS OF EACH LOCATION, INCLUDING NUMBER AND STREET, IF ANY, OF EACH PLACE WHERE THE ENTITY CARRIES ON, CONDUCTS OR TRANSACTS BUSINESS IN NEW YORK STATE. Use page 2 if needed. The address(es) must be a number and street, city state and zip code. The address(es) reflected in paragraph 6 must be within the county(ies) indicated in paragraph 5. If none, check the box: ☐ No New York State Business Location

One Bryant Park
New York, New York 10036

Name of Signer: Lauren A. Gonzales

Signature: *Lauren A. Gonzales*

Capacity of Signer (Check one): ☐ Officer of the Corporation ☐ General Partner of the Limited Partnership
☐ Member of the Limited Liability Company ☐ Manager of the Limited Liability Company
☒ Authorized Person

Filer: Name: Rosenberg & Estis, P.C.

Mailing Address: 733 Third Avenue

City, State and Zip Code: New York, New York 10017

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUN 02 2015

TAX 351 234

NOTE: This form was prepared by the New York State Department of State. You are not required to use this form. All documents should be prepared under the guidance of an attorney. The certificate must be submitted with a \$25 fee. For corporations, the Department of State also collects the following, additional, county clerk fees for each county in which a corporation does or intends to do business as indicated in paragraph 5: \$100 for each county within New York City (Bronx, Kings, New York, Queens and Richmond) and \$25 for each county outside New York City. All checks over \$500 must be certified.

LABOR PEACE AND LABOR MANAGEMENT COOPERATION AGREEMENT

WHEREAS, Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York ("Employer") and 1199SEIU United Healthcare Workers East ("Union" or "1199SEIU") have held discussions concerning the establishment of a cooperative relationship that benefits the employees, the Employer and the community they serve;

WHEREAS, the parties desire to establish a relationship of mutual respect to assist the Employer in its licensing and regulatory activities; and ultimately to enhance the delivery its care by maintaining a cooperative spirit between labor and management;

WHEREAS, the parties have held discussions concerning the method by which unrepresented employees employed as pharmacists by the Employer (employee or employees) shall decide whether to select the Union for purposes of collective bargaining;

WHEREAS, the parties wish to insure that the proper rights of employees and management are honored and protected;

WHEREAS, the parties wish to avoid any disruptions to the Employer's operations, including, without limitation, strikes, sympathy strikes, walkouts, work stoppages of any kind, picketing, leafleting, handbilling, economic disruptions of any kind, as well as any lockouts of employees (collectively defined as "Labor Peace");

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the Employer and the Union agree to the following code of conduct and procedures for employees to make a decision about union representation.

A. **Code of Conduct – The Employer shall notify the Union upon commencing hiring, and when a representative complement of employees are hired the following shall apply.**

1. The Employer and the Union agree that the Employees shall be entitled to make a decision regarding union representation free from coercion and intimidation.

2. No employee will be threatened or suffer any adverse action because he or she chooses to support or oppose the Union.

3. Employer Speech: The Employer agrees on behalf of itself, its supervisors, attorneys and agents that it will remain neutral on the question of representation of its employees by 1199SEIU and shall not in any way communicate with employees in the unit covered by this Agreement concerning 1199SEIU, the Union's organizing efforts, the employees' choice whether to join a union, the card count or NLRB election, or any other matter related to the card count, election or its employees' terms and conditions of employment other than specifically set forth herein. The Employer further agrees that it will apprise all of its supervisors and agents about the existence and terms of this Agreement and instruct them that they are required to abide by its terms. Notwithstanding the foregoing, the Employer may inform employees as to the date, time and location of the card count or NLRB election.

4. Union campaign: Any campaigning by the Union shall be carried out in a manner that will not disrupt operations or Labor Peace. The Union agrees that all Union campaigning shall be factual, without any personal attacks and without any disparagement of the motive or mission of the Employer or its agents.

5. No group or one-on-one meetings: The Employer will not hold individual or group meetings of employees a subject of which is union representation.

6. Use of Consultants, Other Third Parties and Employee Groups: The Employer and the Union shall not use consultants or other representatives or surrogates to engage in activities inconsistent with this Agreement. The Employer shall not sponsor or encourage any group of employees who advocate a vote against union representation.

B. Union Access

Upon execution of this Agreement, the Employer shall grant representatives of the Union reasonable access to Employees at the Employer's facilities through the following means:

1. The Union shall be allowed to post notices on mutually agreed, pre-selected bulletin boards

2. Upon request, Union representatives shall be given access to the employees during non-working hours and to break area(s).

3. The Union shall not interfere with the operations of the Employer or Labor Peace.

C. Joint Statement

At the Union's option, the Employer shall post a mutually agreed upon joint statement to employees, notifying employees that the Union seeks to represent them, that the parties have entered into this Agreement and apprising employees of their rights.

D. Process for Union Recognition

1. At the Union's option, the employees shall decide the question whether 1199SEIU shall be their collective bargaining representative, either by a majority showing in a card count or by majority vote in an election conducted by the National Labor Relations Board ("NLRB").

2. The Union shall serve the Employer with a Notice of its intent to Organize ("Notice of Intent") in an appropriate unit. For purposes of defining the unit, the parties agree that a unit of pharmacists shall constitute an appropriate unit. The Employer agrees that within 5 days of its receipt of the Union's Notice of Intent to Organize, it will provide the Union with a list of the names, job titles, shifts, home telephone numbers and home addresses and e-mail addresses of all employees in the unit identified in the Notice of Intent.

3. Card Count:

a. If 1199SEIU invokes a card count procedure for recognition, it shall set forth the request in writing and specify the unit for which it seeks representation. Any dispute concerning unit composition, or the eligibility, including supervisory status, shall be referred to and resolved by the designated Arbitrator as set forth below in Section F.4. The Arbitrator's rulings shall be final and binding. The Employer shall immediately produce a corrected eligibility list in conformance with the Arbitrator's rulings.

b. A card count shall be conducted by Arbitrator on a date to be determined by the Union but in no event later than fifteen (15) days from the date the Union requests such count. At the card count, the Union shall furnish to the Arbitrator the standard authorization cards, executed by eligible employees, and the Employer shall furnish to the Arbitrator W-4 forms containing the signatures of employees on the eligibility list described above in Section E.3.a. The Arbitrator shall check the cards against the eligibility list and the signer's signature on the W-4 form. If the Arbitrator certifies that the Union has been selected by a majority of eligible employees, the Employer agrees to immediately recognize the Union as the exclusive bargaining representative.

4. NLRB Notice of Voluntary Recognition following card count recognition:

NLRB Petition

a. The Employer agrees that if any other person or entity petitions the NLRB for any election in a unit in which the Employer has granted recognition to the Union, the Employer will join in any request by the Union that the NLRB dismiss the petition on the grounds of recognition bar or, if the Employer and the Union have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar. If the petition is not dismissed, the Employer shall agree, at the request of the Union, to a Full Consent Election Agreement under Section 102.62(c) of the NLRB's Rules and Regulations and consent to the same unit description and voter eligibility determination as in the card count.

b. At all times, including during the posting period and pre-election period, the Employer shall abide by Code of Conduct and Access provisions of the Agreement.

c. In cases where the Arbitrator finds that either the Union or the Employer has violated the rules of conduct set forth herein to the extent that the violation affected the outcome of the election, the Arbitrator retains his/her authority to issue an award that remedies the violation(s) and the party violating the rules of conduct shall join in a stipulation setting aside the results of the election and providing for a re-run election by the NLRB, provided that the objecting party has filed timely objections with the NLRB. However, if the Arbitrator does not find that the alleged violation(s) of the rules of conduct affected the outcome of the election, the objecting party shall withdraw its objections filed with the NLRB.

d. The parties agree that they will accept the certification of the results of the election by the Regional Director of the NLRB and shall not challenge the result of the election either before the National Labor Relations Board or in any Court.

E. Enforcement and Arbitration

1. The parties shall mutually designate Martin F. Scheinman as the arbitrator to oversee the implementation of this Agreement. If Mr. Scheinman is unable to serve, the parties shall agree upon a substitute arbitrator. Any disputes concerning compliance with this Agreement shall be referred to the Arbitrator.

2. The parties agree that upon the signing of this Agreement, they shall each designate a special representative for the purpose of enforcement of this Agreement. Any breach of the Agreement shall first be addressed by these special representatives within five (5) days after the breach occurred. If the special representatives are unable to resolve the dispute, the issue shall be submitted to the Arbitrator.

3. With the exception of unit composition and eligibility issues, described below in paragraph F.4, all disputes shall be heard within twenty-four (24) hours of a party's submission of the dispute to the Arbitrator. Any hearings may be conducted telephonically. The parties agree to be bound by the decisions of the Arbitrator who shall have the authority and broad discretion to award an appropriate remedy. All decisions of the Arbitrator under this Agreement shall be deemed final and binding by the parties to the Agreement, and shall be enforceable in any court of competent jurisdiction.

4. At the time the Employer provides the list of employees described above in Section E. 2, it shall provide the Union with its position regarding the inclusion and exclusion of specific job classifications in the unit identified in the Notice of Intent. The special representatives shall immediately try to resolve any and all disagreements with respect to the inclusion or exclusion of any job classification in the unit or voter eligibility. If the parties are unable to resolve unit composition or voter eligibility issues between themselves within 7 days after the Employer provides the Union with its position, the dispute shall be presented to the Arbitrator in person or by telephone, within 5 days. The Arbitrator shall decide the issue no later than 3 business days from the date the dispute was presented to the Arbitrator. The Arbitrator shall decide all unit and voter eligibility issues in accordance with the rules and practices of the NLRB.

5. Neither party shall resort to the NLRB, court or other forum for review of the issues covered by the Arbitrator's award. The fees and expenses for the conduct of the card count or any other proceedings before the Arbitrator shall be shared equally and paid for jointly by the parties (exclusive of each party's attorneys' fees).

6. The Employer and Union will not file any charges with the NLRB or any other administrative agency nor will it commence any other action in law or equity in connection with any alleged violation of this Agreement. Arbitration shall be the exclusive remedy for enforcement of this Agreement.

7 The Employer shall not withdraw recognition from the Union unless the Union is decertified by the National Labor Relations Board following an NLRB election.

F. Other Unions

Any union that agrees to abide by all the terms contained in this Agreement shall be afforded an opportunity to sign a separate Agreement containing the same terms and, thereby, be eligible to the rights and procedures set forth herein.

G. Upon recognition, the parties shall engage in good faith collective bargaining for an agreement which reflects prevailing industry terms.

H. Labor Peace.

The parties agreed to maintain Labor Peace (as defined above).throughout the duration of this Agreement or until sixty (60) days from the date on which the union is certified, whichever comes sooner.

I. Duration

This Agreement shall be effective for a period of 24 months.

EMPLOYER

1199SEIU UNITED HEALTHCARE
WORKERS EAST

By:



Date:

6/03/15

By:

George Graham sy 120

Date:

6/03/15

LABOR PEACE / NEUTRALITY AGREEMENT
BY AND BETWEEN
COMPASSIONATE SUNSET LLC d/b/a
COMPASSIONATE RELIEF CENTERS OF NEW YORK
AND
LOCAL 210 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By this Agreement dated June 3, 2015 Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York (the "Employer") and Local 210 affiliated with the International Brotherhood of Teamsters, 55 Broad Street, New York, New York (the "Union") hereby establish the following procedure to address (i) 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; and (ii) Labor Peace (as defined below).

1. The term, "employees," used herein shall include all full time and part-time employees, performing security-related functions, including without limitation, drivers, helpers, security personnel, warehousemen and anyone else performing transportation, security or warehouse 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 and Union waive 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 agree 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 demeaning 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,

for example, in its sole discretion 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 reasonable 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. At the Union's request, 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 through signed authorization cards, the Employer will recognize the Union as such representative of the employees described in the Union's notice invoking this provision and will extend this Agreement to them. If there is a dispute related to the number of signed cards that the Union has, either party may request that a neutral third party, (designated in ¶ 9 below) review the evidence offered by the Union to determine whether the Union's claim is accurate.

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 Employer recognizes the Union pursuant to this Agreement. If they are unable to agree to a collective bargaining agreement, the parties agree to submit all open provisions and issues to arbitrators Martin Scheinman or Carol Wittenberg, whoever is available sooner, for final and binding interest arbitration.

9. The parties agree to resolve any dispute over the interpretation of this Agreement through expedited arbitration. The parties will invoke expedited arbitration by submitting the dispute for resolution to arbitrators Martin Scheinman or Carol Wittenberg, so long as he or she is available to hear the dispute within 60 days. If neither is available to hear the dispute within 60 days, then the parties shall file for arbitration through the American Arbitration Association ("AAA"), and comply with its procedures for expedited arbitration. The arbitrator selected through AAA's process shall 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 (but will each pay their own attorneys' fees).

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 egregiously violated a term of this

Agreement and was not corrected after the aggrieved party provided written 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 from the date this Agreement is executed until the first collective bargaining agreement becomes effective, engage in any strikes, picketing, work stoppages of any kind, sympathy strikes, boycotts, leafleting, handbilling, 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 after having been ordered not to do so by an arbitrator.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 3rd day of June 2015, by their duly authorized representatives.

Local 210 Affiliated with the International
Brotherhood of Teamsters

By: 

Date: 6/3/15

Name: George Miranda

Title: Secretary-Treasurer

Witness:

COMPASSIONATE SUNSET LLC d/b/a
COMPASSIONATE RELIEF CENTERS
OF NEW YORK

By: 

Date: June 3 2015

Name: Helena Dorst

Title: President

Witness: 

Local 338

JOHN R. DURSO
President

JOSEPH FONTANO
Secretary-Treasurer



RWDSU/UFCW

JACK CAFFEY JR.
Executive Vice President

DEBRA BOLLBACH
Recorder

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

June 3, 2015

Re: Labor Peace Agreement between Local 338, RWDSU/UFCW and Compassionate Sunset LLC d/b/a
Compassionate Relief Centers of New York

Dear Commissioner Zucker,

Local 338, RWDSU/UFCW ("Local 338") is a labor organization, as defined in 29 U.S.C. § 402(i) and 29 U.S.C. § 152(5), representing close to 20,000 employees in New York State and its environs.

The enclosed document entitled, Labor Peace/Neutrality Agreement, is intended in part to satisfy and comply with the requirement, under the New York Public Health Law, that an applicant (Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York) seeking a license to conduct business relating to the use of medical marijuana in New York State submit proof that it has entered into a labor peace agreement with a bona-fide labor organization that is actively engaged in representing or attempting to represent the applicant's employees. See Public Health Law §§ 3360(14), 3365(1)(III), 3365(3)(VII), 3365(6)(IV), and 3365(7).

The Labor Peace/Neutrality Agreement contains explicit language which protects the State's proprietary interests by prohibiting Local 338 from engaging in picketing, work stoppages, boycotts, and any other economic interference with the business of an entity licensed to engage in the business relating to the use of medical marijuana in New York State.

Should any changes in the Labor Peace/Neutrality Agreement be necessary for an applicant to comply with the Public Health Law, please feel free to communicate with us directly.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Fontano', is written over the name and title of the signatory.

Joseph Fontano
Secretary-Treasurer

STRONGER | TOGETHER

Our Mission: To Better The Lives Of Our Members And All Working People.
1505 Kellum Place • Mineola, NY 11501 • (516) 294-1338 • www.local338.org

LABOR PEACE / NEUTRALITY AGREEMENT
BY AND BETWEEN
COMPASSIONATE SUNSET LLC d/b/a COMPASSIONATE
RELIEF CENTERS OF NEW YORK
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated June 3, 2015, Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York, (the "Employer") and Local 338, RWDSU/UFCW, 1505 Kellum Place, Mineola, New York (the "Union") hereby establish the following procedure to address (i) 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; and (ii) Labor Peace (as defined below).

1. The term, "employees," used herein shall include all full time and part-time employees, including, but not limited to, pharmacists, pharmacy technicians, dispensary workers, consultants, drivers, growers, retail workers, 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 demeaning 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,

for example, in its sole discretion 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 reasonable 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. At the Union's request, 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 through signed authorization cards, the Employer will recognize the Union as such representative of the employees described in the Union's notice invoking this provision and will extend this Agreement to them. If there is a dispute related to the number of signed cards that the Union has, either party may request that a neutral third party, mutually selected by the parties, review the evidence offered by the Union to determine whether the Union's claim is accurate.

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 Employer recognizes the Union pursuant to this Agreement. If they are unable to agree to a collective bargaining agreement, the parties agree to submit all open provisions and issues to arbitrators Martin Scheinman or Carol Wittenberg, whoever is available sooner, for final and binding interest arbitration.

9. The parties agree to resolve any dispute over the interpretation of this Agreement through expedited arbitration. The parties will invoke expedited arbitration by submitting the dispute for resolution to arbitrators Martin Scheinman or Carol Wittenberg, so long as he or she is available to hear the dispute within 60 days. If neither is available to hear the dispute within 60 days, then the parties shall file for arbitration through the American Arbitration Association ("AAA"), and comply with its procedures for expedited arbitration. The arbitrator selected through AAA's process shall 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 (but will each pay their own attorneys' fees).

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 egregiously violated a term of this

Agreement and was not corrected after the aggrieved party provided written 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 from the date this Agreement is executed until the first collective bargaining agreement becomes effective, engage in any strikes, picketing, work stoppages of any kind, sympathy strikes, boycotts, leafleting, handbilling, 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 after having been ordered not to do so by an arbitrator.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 3rd day of June 2015, by their duly authorized representatives.

LOCAL 338, RWSDU/UFCW

By: 

Date: 6/3/15

Name: Joseph Fontano

Title: Secretary-Treasurer

Witness: 

COMPASSIONATE SUNSET LLC d/b/a
COMPASSIONATE
RELIEF CENTERS OF NEW YORK

By: 

Date: 6/3/15

Name: Helena Duist

Title: President

Witness: 

Memorandum of Understanding For Labor Peace

Between

**Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York
And**

Greater Capital Region Building and Construction Trades

This Memorandum of Understanding (MOU) between Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York ("Owner") and the Greater Capital Region Building and Construction Trades (GCRB & CTC) sets forth Owner's commitment to ensure that the construction of the medical marijuana growing and processing facility in Washington County, NY, and a dispensary in Albany, N.Y. (the "Project") (assuming that Owner is awarded a license by New York State and that the Project is thereafter undertaken), will be performed in accordance with the provisions of the attached Project Labor Agreement (PLA) modified as contemplated below.


Whereas, Owner has not entered into a definitive construction contract with a Construction Manager (CM), this MOU shall ensure that when Owner enters into a definitive construction contract with a CM, the Owner agrees that the CM shall become signatory to the attached Project Labor Agreement and substantially will agree to its material provisions. To customize the PLA for the Project, the GCRB&CTC will meet with the CM promptly thereafter to negotiate in good faith certain provisions needed for the successful completion of the Project.

Further, GCRB & CTC agrees that there will be no strikes, slowdowns, work stoppages or disruptions, sympathy strikes, boycotts, leafleting, handbidding or picketing and any economic interference with owner's business of any kind, and owner agrees that there will be no lockouts of employees (collectively "Labor Peace"). We further agree that this Labor Peace mutual promise will be memorialized in the final PLA.

OWNER:

**Compassionate Sunset LLC d/b/a Compassionate
Relief Centers of New York**

By _____


Helena Dvornik, President
For The Greater Capital Region Building
and Construction Trades Council

By: _____


Jeff Stark, President

PROJECT LABOR
AGREEMENT FOR
CONSTRUCTION OF
THE MEDICAL MARIJUANA
GROWING AND
PROCESSING FACILITY
IN WASHINGTON COUNTY,
NY, AND DISPENSARY
IN ALBANY, N.Y

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ARTICLE 1 – PREAMBLE

This Agreement is entered into this _____, 2015, by and between _____ and the Local Unions affiliated with the Greater Capital Region Building and Construction Trades Council, AFL-CIO (herein after "Unions").

a. WHEREAS, the Construction Manager(s) desires to provide for the sufficient, safe, quality and timely completion of the construction of the medical marijuana growing and processing facility in Washington County, NY, and a dispensary in Albany, N.Y (the Project) in a manner designed to afford the best work at the lowest reasonable cost to Owner The Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York

WHEREAS, this Project Labor Agreement ("Agreement") will foster the achievement of these goals including:

1. Standardizing the terms and conditions governing the employment of labor on the Project;
2. Receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might not provide the same.
3. Providing comprehensive and standardized mechanisms for the settlement of work disputes, including those related to jurisdiction; (prior to project start and during)
4. Ensuring a reliable source of skilled and experienced labor;
5. Furthering public policy objectives as to improved employment opportunities for local workers, minorities, women and the economically disadvantaged in the construction industry;
6. Avoiding the costly delays of potential strikes, slowdowns, walkouts, lockouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace for the duration of the Project;
7. Expediting the construction process and otherwise maximizing the public safety and minimizing inconvenience caused by ongoing construction; and
8. Improving project cost efficiencies by incorporating state of the art processes and avoiding duplication of labor activities (stacking) or any non-productive labor (standby) requirements.

WHEREAS, the parties subject to the terms of this Agreement desire the stability, security and work opportunities afforded by a Project Labor Agreement;

Now, therefore, it is agreed as follows:

ARTICLE 2

PARTIES COVERED BY THIS AGREEMENT AND GENERAL CONDITIONS

Section 1. Parties by this Agreement

The parties covered by and subject to the terms of this Agreement are:

- a. The Greater Capital Region Building and Construction Trades Council, AFL-CIO together with its affiliated Local Union members identified in the Collective Bargaining Agreements attached hereto and made a part hereof (Schedule A).
- b. All Contractors, regardless of tier who are awarded contracts pursuant to the bidding procedures applicable to this Project.
- c. The Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York

Section 2. Certain Definitions

- a. Throughout this Agreement, the Greater Capital Region Building and Construction Trades Council, AFL-CIO ("GCRBCTC") and its affiliated Local Union members are sometimes referred to singularly and collectively as "Union(s)".
- b. "Collective Bargaining Agreements", herein sometimes referred to as "CBA's", means those local union agreements identified in Schedule A attached hereto:
- c. "Contractor(s)" means contractor(s) who have been awarded contracts for this Project and subcontractors of any tier engaged by Contractor(s) for on-site Project construction work within the construction of the medical marijuana growing and processing facility in Washington County, NY, and a dispensary in Albany, N.Y. scope of work.
- d. "Construction Manager" means
_____.
- e. "Owner" means The Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York

Section 3. Supremacy Clause

This Agreement, together with the Collective Bargaining Agreements (Schedule A) represents the complete understanding of all parties covered by this Agreement and supersedes any national, local or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by provisions set forth in the Collective Bargaining Agreements the provisions of this Agreement shall prevail. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the Contractor.

Section 4. Liability

The liability of any Contractor and/or any Union under this Agreement shall be several and not joint. The Owner, Construction Manager and any Contractor shall not be liable for any violations of this Agreement by any other Contractor.

Section 5. Bid Specifications

a. The bid specifications or the Construction Manager's Instruction to Bidders and Bid Package of the Project will require that all successful bidders and their subcontractors of whatever tier are bound by this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of Owner and Construction Manager in determining which bidder(s) shall be awarded contracts for the Project. It is further understood that Owner has sole discretion at any time to terminate, delay or suspend the Project, in whole or part. It is also understood that this is a self-contained, standalone Agreement and that by virtue of having become bound to the Project Agreement, neither the Construction Manager nor the Contractor(s) will be obligated to sign any other local, area or national agreement.

b. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

c. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work or function which may occur at the Project site or be associated with the development of the Project.

d. The Owner and/or the Construction Manager have the absolute right to select any qualified bidder for the award of contracts on this Project without the reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement: provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

e. It is agreed that the Construction Manager shall require all Contractors of whatever tier have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement through a provision in its subcontract prior to commencing work. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article VII, IX, and X of this Project Agreement, which shall apply to such work. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Construction Manager nor the Contractors will be obligated to sign any other local, area, or national agreement.

ARTICLE 3 – SCOPE OF THIS AGREEMENT

This agreement shall be as defined and limited by the following sections of this Article 3.

Section 1. The Work

This Agreement applies to all on-site construction of the building, Fit-up of tenant space, Site Environmental and Site Infrastructure Improvements performed on the Project during the term hereof. Specifically the construction of the medical marijuana growing and processing facility in Washington County, NY, and a dispensary in Albany, N.Y.

Section 2. Term

This Agreement commences on _____, 2015, This Agreement will be periodically reviewed and will expire when the work is completed.

Section 3. Excluded Persons

The following persons are not subject to the provisions of the Agreement:

- a. Superintendents, supervisors (excluding general and forepersons specifically covered in Schedule A) engineers, inspectors and testers, quality control/ assurance personnel (including Data Center Certification 3rd Party and 3rd Party Inspectors), equipment manufacturers, factory technicians, I & C programmers and technicians, surveyors, timekeepers, mail carriers, clerks, office workers, suppliers, messengers, security guards, non-manual employees, and all professional, engineering, administrative, salaried and management persons.
- b. Employees or Contractors or, Owner;
- c. Persons engaged in laboratory or specialty testing or inspections not ordinarily done by a member of a Trade Union.
- d. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to and from the Project site,
- e. Employees of the Construction Manager, Contractor, other contractors or subcontractors excepting those performing manual, on-site construction labor who will be covered by this Agreement and Schedule A.
- f. Employees of equipment suppliers performing or assisting in on-site equipment installation or warranty work will work with the respective craft having jurisdiction over such work. The craft must have a certified or qualified (trained) person to assist in the work.
- g. Employees engaged in geophysical testing (whether land or water) other than boring for core Samples;

h. Employees engaged in laboratory, specialty testing, inspections or surveying, or any other professional consultants, and such laboratory, testing, inspection or surveying firm (individuals engaged in on-site surveying as direct hires of a signatory contractor, rather than pursuant to a professional services contract with the Owner, the Construction Manager or any other professional consultants, are covered by this Agreement). "Project property surveying and benchmarks shall be provided by the civil engineer or others hired by the owner or A/E. All surveys and layout from the benchmarks provided by others shall be performed by the respective trade in accordance with their collective bargaining agreements."

i. Employees of subcontractors and/or suppliers and/or independent haulers engaged in use of vehicles for delivery of and pick up of materials or supplies at the Project site (teamsters shall not be required to drive such vehicles) except All deliveries and /or pick up of dirt, stone, concrete or other aggregates, teamsters shall drive to and from the Project site, likewise when a pickup truck, flatbed or similar vehicle is being used to move material from a laydown or staging area Teamster shall drive such vehicles.

j. Employees engaged in ancillary Project work performed by third parties such as electrical utilities, gas utilities, telephone companies and railroads.

k. All on-site construction debris or waste materials generated by any contractor or subcontractor shall be removed by laborers. Construction Manager in its sole discretion may employ laborers in a sufficient quantity to remove construction debris or waste materials, as well as general site clean-up. Notwithstanding this provision each contractor or subcontractor is responsible for clearing their immediate work area of debris and materials generated by the particular trade.

Section 4.MBE/WBE

The Owner, Construction Manager and Unions recognize the need to promote opportunities for local MBE and WBE contractors and sub-contractors and will strive to achieve an overall project goal of 20% MWBE participation. The parties will confer through Labor/Management sub-committee to develop a qualified list of MWBE contractors.

ARTICLE 4 – REFERRAL AND EMPLOYMENT

Section 1. Referral

a. Contractors agree to hire craft employees covered by this Agreement through the job referral systems established in the Local Unions' area Collective Bargaining Agreement.

b. The Local Unions shall exert their utmost efforts to recruit and train sufficient numbers of skilled craft workers to fill the manpower requirements of the Contractor. The parties to this Agreement supports the development of increased numbers of skilled construction workers from the residents of the Capital Region and its immediate vicinity to meet the needs of this Project and the requirements of the industry generally.

c. Contractors or sub-contractors shall contact and meet with representatives of the signatory unions at the Albany Labor Temple 890 Third street Albany NY 12206 or such other location mutually agreed to with the unions *prior to commencing work* for the purpose of a Mark-Up meeting, failure to do so may result in a stop work order for that contractor or sub-contractor.

Section 2. Non-Discrimination in Referrals

The local Unions represent that their hiring halls and/or referral systems will be operated in a nondiscriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership or lack thereof.

Section 3. Union Dues/Fringe Benefits

All employees covered by this Agreement shall be subject to the Union security provisions contained in the applicable Collective Bargaining Agreement as amended from time to time, but only for the period of time during which they are performing on-site Project work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the Local Union, which represents the craft in which the employee is performing Project work. The Construction Manager, in order to ensure the full and timely remittance of all union dues and fringe benefit funds, including but not limited to Health and Welfare, Pension, Annuity, Legal Service, Education and Training, SUB, Apprenticeship (hereinafter "Funds" or "Fund") due the affiliated Local Unions as provided for in all applicable Collective Bargaining Agreements between the Local Unions and Contractors which have contracted to perform work on the Project, agrees that it will, upon notification of not more than fifteen (15) days from the date of a default from any affiliated Local Union that a Contractor has become delinquent in the payment of Fund contributions due in connection with the work on the Project to immediately stop payment on all monies due or which may become due to the delinquent Contractor up to the amount alleged to be owed from the Project and all such funds be paid via a joint check to the complaining Local Union to be applied against the amount owed by the defaulting Contractor.

a. The Construction Manager shall allow the Contractor a period of ten (10) working days from the date of notification to produce a written letter signed by the Business Manager of the complaining Local Union that the amount in default has been paid in full and the Contractor is current in the remittance of Funds or a bona-fide explanation acceptable to the complaining Local Union of why in the Contractor's opinion the amounts are not due as alleged. In the event of such a bona-fide dispute, The Construction Manager will use its best efforts to act as initial arbiter and take action it then deems appropriate.

b. No monies shall be paid to the delinquent Contractor who may request arbitration of the dispute in accordance with this Article 3. In the event such a letter is not delivered to the

Construction Manager within ten (10) working days from the date of notification to the defaulting Contractor, the Construction Manager shall immediately cause to have paid over to the Fund Administrator of the complaining Local Union all monies due the defaulting Contractor to the extent necessary to satisfy the amounts payable to the Contractor by Construction Manager for the Project.

c. Notwithstanding any other provisions of this Agreement, including any provisions to arbitrate disputes, the members of a Local Union can elect to refuse to perform services for a delinquent Employer any time after a Benefit Fund delinquency exceeds thirty (30) days, on five (5) days written notice to the President of the Building Trades Council and the Construction Manager. The provisions of Section 3 shall remain in full force and effect with work to all other Local Union members working on the Project. If a Contractor fails to contribute to a Local Union's Benefit Funds because of the Contractor's inability to collect payment from the Owner and/or Construction Manager for work performed on the Project, the Construction Manager agrees that the Contractor will not be removed from the job for non-performance which results from a Local Union's members refusing to perform services as set forth in this Section.

Section 4. Craft Forepersons and General Forepersons

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Collective Bargaining Agreement. All forepersons shall take orders exclusively from the designated contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craft persons he is leading exceed a specified number.

SECTION 5. LABOR MANAGEMENT OR PROMOTION FUND

The GCRBCTC will establish a Labor Management Fund or Promotion Fund which shall become part of this Agreement; the purpose of which is to assist the GCRBCTC in engaging in activities that will promote and support the Project Site. The activities may include, but may not be limited to, educational material for the workers or the community; promotional rewards for safety or safety related items for the workforce; training and educational seminars; drug testing and costs associated for trade representation as it pertains to the Project Site. The trades will work with representatives of the Owner to identify other acceptable uses for the Labor Management or Promotion Fund. The contribution of two cent (.02) per hour for each employee will become effective on the effective date of this agreement and continue in force for the duration of this agreement. The contribution will be collected by the individual trades fund(s) via the benefits remittance form and paid, in full, to the GCRBCTC. The contribution may not be increased except by mutual consent.

ARTICLE 5 – UNION REPRESENTATION

Section 1. Local Union Representative

Each Local Union designate shall be afforded full access to the Project.

Section 2. Stewards

a. Each Local Union may have the right to designate a working journey person as a steward and an alternate, and shall notify the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions.

b. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

c. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Collective Bargaining agreement provision providing procedures for the equitable distribution of overtime.

Section 3. Layoff of a Steward

Contractors agree to notify the appropriate Local Union twenty four (24) hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Collective Bargaining Agreement, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

Section 4. Workforce Diversity Utilization:

The Unions and the Owner recognize and acknowledge that workforce diversity of minorities and women are employment goals consistent with our values of fair play. The Local Unions agree and will strive to achieve that Seven- (7%) Percent of all referrals will consist of minorities and women. The percentages goals are based upon hours worked, by craft. In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in desired affirmative action goals as set forth in the bid specifications, the Contractor may employ qualified minority or female applicants from any other available source.

ARTICLE VI

UNION STANDARDS

The Council and its affiliates have a legitimate interest in preventing the undermining of the work opportunities and standards gained through collective bargaining and desire to preserve and protect work opportunities for its members. Therefore not more than twenty five (25%) by dollar value of off-site assemblies or fabrications may be provided by non-union workers or non-signatory companies. The trades agree to install any off-site assemblies or fabricated items regardless of union or non-union labor provided the quantity does not exceed the percentage set forth

ARTICLE 7 – MANAGEMENT’S RIGHTS

Section 1. Reservation of Rights

Except as expressly limited by a specific provisions of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force; including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, or the discipline or discharge for a just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules, and the requirement, timing and number of employees to be utilized for overtime work. Nothing contained herein shall be construed so as to allow direction of an Employee to perform work outside the jurisdiction of that Employees Labor Union affiliation, if any. No rules, customs, or practices as determined by the contractor which limit or restrict productivity or efficiency of the individual, and/or joint working efforts with other employees shall be permitted or observed.

Section 2. Materials, Methods & Equipment

There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre- finished or pre-assembled materials, tools or other labor-saving devises. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work pursuant to Collective Bargaining Agreement; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is not performed at the Project site, with the exception of pre-tied or welded reinforcing steel.

ARTICLE 8 – WORK STOPPAGE AND LOCKOUTS

Section 1. No Strikes, No Lock Out

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdown, hand billing, demonstrations or other disruptive activity at the Project site for any reason by any Local Union or Employee against any Contractor or Employer while performing work at the Project site. There shall be no other Local Union or concerted Employee activity which disrupts or interferes with the operation of the Project. Failure of any Local Union or employee to cross any picket line established by any union signatory or non-signatory to this Agreement or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article 8.

There shall be no lockout at the Project by Owner or any Contractor. Contractors and Local Unions shall take all steps necessary to ensure compliance with this Section 1.

Section 2. Discharge for Violation

A Contractor may discharge any Employee violating Section I above and any such Employee will not be eligible thereafter for referral under this Agreement for sixty days.

Section 3. Notification

If a Contractor contends that any party covered by this Agreement has violated this Article 8, it will notify the Construction Manager and/or the Local Union involved advising of such fact with copy to the Building and Construction Trades Department (BCTC) and to the Local Union. The BCTC shall instruct, order or otherwise use its best efforts to cause the Employees, Contractors and/or the Local Unions to immediately cease and desist from any violation of this Article 8. The BCTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

Section 4. Expedited Arbitration

Any party alleging a violation of Section 1 of this Article 8 may utilize the expedited procedure set forth below (in lieu of, in addition to, any actions at law or equity).

- a. A party invoking this procedure shall notify (to be mutually determined at a later date) who shall act as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator, the Contractor the Construction Manager and if a Local Union is alleged to be in violation, then to the BCTC.
- b. The Arbitrator shall thereupon, after notice to all parties covered as to time and place, hold a hearing within Forty Eight (48) hours of receipt of the notice invoking the procedures if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than twenty four (24) hours after the notice to the BCTC required by Section 3, above.

- c. All notices pursuant to this Article 8, may be by telephone, telegraph, email, hand delivery or fax, confirmed by overnight delivery, to the parties involved. The hearing may be held on any day including Saturdays and Sundays. The hearing shall be completed in one session, which shall not exceed Four (4) hours duration with no more than Two (2) hours being allowed to either side to present its case, and conduct its cross examination unless otherwise agreed. A failure of any party to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- d. The sole issue at the hearing shall be whether a violation of Section I above has occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Order restraining such violation and serve copies on the party determined to be in violation. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for other proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any involved party desires an opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the decision. A decision issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the decision. Notice of the filing of such enforcement proceedings shall be given to the party involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Party and Contractor waive their right to a hearing and agree that such proceedings may be ex-parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- e. Any rights created by statute or law governing arbitration proceedings which are inconsistent with this procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- f. The fees and expenses of the Arbitrator shall be equally divided between the involved parties (Contractor and the respective Union(s)).

Section 5. Arbitration of Discharges for Violation

Procedures contained in Article 8 shall not be applicable to any alleged violation of this Article, with the single exception that an Employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 8 to determine only if the Employee did, in fact, violate the provisions of Section 1 of this article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE IX
LABOR MANAGEMENT MEETINGS
AND COMMITTEE STRUCTURE

Section 1. Subjects.

The Unions, and Construction Managers will meet a minimum of once per month at an agreed upon time and on-site location to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) discuss matters relating to staffing and scheduling with safety and productivity as considerations; 4) review upcoming scope of works, bidders, contract awards; 5) deal with possible jurisdictional conflicts; 6) monitor and ensure timely completion; and 7) ensure a high degree of skill and quality of workmanship in the performance of the Project and to discuss other matters pertaining to the Project.

Section 2. Composition

The Committee shall be jointly chaired by designees of the Program Manager, Construction Managers and Representatives of the GCRBCTC and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed subcommittees.

ARTICLE 10 – GRIEVANCE & ARBITRATION PROCEDURE

Section 1. Procedure for Resolution of Grievances

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violation of Article 8, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedures of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

a. When any party covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the party shall, through the Local Union business representative, job steward or Contractor give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within fourteen (14) Calendar days after the act, occurrences or event giving rise to the grievance. The business representative of the Local Union, the job steward, the Party and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within forty eight (48) hours after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within fourteen (14) calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the CM or its assignee with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated.

Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, non-affiliated Party Employee and contractor directly involved unless the settlement is accepted in writing by Owner, or its designated representative as creating a precedent.

b. Should any party to this Agreement have a dispute (except jurisdictional disputes or alleged violations of Article 8, Section 1) with any other party to this Agreement and, if after conferring, a settlement is not reached within fourteen (14) calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) above for the adjustment of Employee grievances.

Step 2:

The Business Manager or designee of the involved party, together with the representatives of BCTC, the involved Contractor, and the Construction Manager, or its designated representative shall meet within seven (7) calendar days of service of the written grievance arrive at a satisfactory settlement.

Step 3:

a. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within twenty one (21) calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the arbitrator shall be final and binding on the involved Contractor, local union and employees and the fees and expenses of such arbitrations shall be borne equally by the parties.

b. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the parties at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

Section 2. Limitation as to Retroactivity

No arbitration decision or award may provide retroactivity of any kind exceeding Ninety (90) calendar days prior to the date of service of the written grievance on the involved Contractor or Local Union.

Section 3. Participation by the Construction Manager or its Designated Representative

The Construction Manager shall be notified by the involved parties of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these steps, including Step 3 arbitration.

ARTICLE 11 – JURISDICTIONAL DISPUTES

Section 1. No Disruptions

- a. There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted. No jurisdictional dispute shall excuse a violation of Article 8.
- b. No jurisdiction dispute shall affect coordination of the various contractors at the Project or the progress of the Project.
- c. The Signatories to this agreement adhere to the principle that jurisdictional disputes cannot and shall not interfere with the project.
- d. Every effort will be made by the Employer to resolve all anticipated disputes over work assignments. These efforts will include pre-job conferences, jurisdictional mark-up meetings and similar such conferences. Pre-job conferences must be held by each Employer prior to the field work actually starting. Resolution of jurisdictional disputes will not include any “over manning” or the requirement to assign employees to any work functions other than the number that may be required to safely execute the work.
- e. The Construction Manager shall be notified of all meetings pertaining to all jurisdictional disputes and may attend and participate.

Section 2. Assignment

The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan. Where such work assignment is agreed upon by the trades such work shall not be deemed jurisdictional but a miss-assignment of work and as such shall be grievable under Article 10

Section 3. Procedure for Settlement of Disputes

- a. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit the dispute in writing to the Administrator, Plan for the settlement of Jurisdictional Disputes in the Construction Industry within Seven (7) Days and send a copy of the letter to the other Contractor involved, the GCRBTC and the Local Union involved. Upon receipt of a dispute letter from any Local Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.
- b. Any Contractor involved in a jurisdictional dispute on this Project shall continue working and without disruption of any kind.

Section 4. No Interference with Work

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 12 HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS & HOLIDAYS

Section 1. Work Week and Work Day

- a. The standard work week will consist of five days Monday - Friday eight hours per day, plus 1/2 hour unpaid lunch period each day, or a four day 10 hour work week Monday - Thursday plus 1/2 hour unpaid lunch period each day. Any work beyond the eight hours or ten hour work day will be paid at time and one half.
- b. The Construction Manager shall have the option of scheduling a five-day or four-day work week and the work day hours consistent with the Project requirements, and the Project Schedule.
- c. The Day Shift shall be the hours of 7:00 a.m. - 3:30 p.m. starting and quitting times shall occur at the staging areas designated by the Contractor. Other shifts shall similarly commence and end at uniform times agreed upon by the Contractor and Union. When parking areas are more than a ten minute walk from the staging or bracing area workers shall be given time to access their vehicles, (commonly referred to as in on our time out on your time)
- d. Notice – Contractors shall provide not less than five (5) days prior notice to the crafts union Business Representative as to the workweek and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.
- e. Saturday/Make-up Day- The Contractor and/or Construction Manager shall have the option of scheduling Saturday as a voluntary make-up day for any work missed during Monday- Friday.

Section 2. Overtime

Overtime pay for hours outside of the standard work week and work day, described in Section 1, paragraph (a) above, shall be paid at time and a half, Saturdays shall be at time and half for the first eight hours and double time thereafter and Sundays shall be at double time whichever is less. There will be no restriction upon the Contractor's scheduling or overtime or the non-discriminatory designation of employees who shall be worked, except as specifically set forth in Schedule A. There shall be no pyramiding of overtime pay under any circumstances. The Construction Manager and/or Contractor shall have the right to schedule work so as to minimize overtime.

Section 3. Starting Times and Shifts

- a. There shall be a uniform start time for all Contractors and employees on each shift in accordance with Section 1 above.
- b. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements. Shifts must be worked with a minimum of five (5) consecutive workdays and must be scheduled with the BCTC with not less than five (5) work days' notice to the party. If the flexible start time is earlier than 6am or later than 8am the shift will carry a differential of 10%.
- c. Shift work may be scheduled on either a five (5) day (5-8 hrs) or four (4) day (4-10 hrs) work week basis, at a straight time rate plus a fixed percentage increase per Schedule A or 15% shift differential (whichever is less).

Section 4. Holidays

- a. Schedule – There shall be six recognized holidays on the Project:

New Year's Day
Labor Day
Memorial Day
Thanksgiving Day
Fourth of July
Christmas Day

All holidays shall be observed on the dates designated by Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

- b. Payment – Regular holiday pay, if any, and/or premium pay for the work performed on such a recognized holiday shall be in accordance with the applicable Collective Bargaining Agreement.
- c. Exclusivity – No holidays other than those listed in Section 4 – (a) above shall be recognized or observed.

Section 5. Reporting Pay

- a. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Collective Bargaining Agreement. (Schedule A). Should this occur on a scheduled ten (10) hour work day, ten (10) hours minimum reporting pay shall apply in lieu of eight (8) hours where appearing.
- b. When an employee who has completed a schedule shift and left the Project site is "called out" to perform special work of a casual, incidental or irregular nature, the Employee shall receive pay for actual hours worked with a minimum guarantee as may be required by the applicable Collective Bargaining Agreement. (Schedule A).

c. When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, he shall be paid only for the actual time worked.

d. There shall be no pay for time not actually worked except as specifically set forth in this Article or as specifically provided in a Schedule A.

Section 6. Payment Wages

- a. Payday – Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by the end of the scheduled workday on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than three days wages shall be held back in any period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.
- b. Termination – Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

Section 7. Emergency Work Suspension

The Construction Manager and/or Contractor may, if considered necessary for the protection of life and/or safety of employees or others, and/or as required by the Owner suspend all or a portion of Project work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay, by the applicable Schedule A.

Section 8. Injury/Disability

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than eight (8) Hours wages for that day. Further, the employee shall be rehired at such time as said employee is able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform unless such employee knowingly and willfully violates site emergency and injury reporting requirements as outlined within the project safety and jobsite orientation seminar.

Section 9. Time Keeping

A Contractor may utilize brass tagging, electronic time cards or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 10. Meal Period

Employees shall have meal period of not more than one half (1/2) hour duration at the work location between the third and fifth hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

Section 11. Break Periods

There will be no rest periods or other nonworking time established during working hours other than those referenced in this Agreement. Coffee Breaks are allowed as per each trade CBA so long as it does not stop production in its entirety. Individual beverage containers and lunch boxes will only be permitted in specified areas designated by the contractor and or Owner. There will be no food or drink other than water allowed within the building area.

Section 12. Other Work Rules

There shall be no use of tobacco or smoking within the building area. Designated smoking location will be identified for use during the allowed half hour lunch break.

Violation of tobacco/smoking, food restrictions or other designated Protocols established to maintain the cleanliness and safety of the facility may result in dismissal from the job-site in accordance with progressive and corrective discipline.

The Construction Manager reserves the right to issue additional rules after discussion with the trades in Labor management meetings or sub-committees.

ARTICLE 13 – APPRENTICES/TRAINING

Section 1. Ratios

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices in a ratio not to exceed 25% when available of their work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provides for a higher percentage. Apprentices shall be employed in a manner consistent with the provisions of the appropriate Schedule A and as approved by the NYSDOL.

Section 2. Department of Labor

To assist the Contractors in attaining a maximum effort on this Project, the parties agree to work in close cooperation with, and accept monitoring by the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. The Local unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort and/or as provided in the Collective Bargaining Agreement.

Section 3. Training

All workers, Foremen and General Foremen must have successfully completed the OSHA 10 Hour Safety Training Program and all Superintendents must have successfully completed the OSHA 30 Hour Safety Training Program.

ARTICLE 14 SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 1. Safety Requirements

Each Contractor will ensure that applicable Owner, Construction Manager, State, local and OSHA requirements are at all times maintained on the Project. Employees of the Contractors must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Owner from injury or harm. Failure to do so will be grounds for discipline.

Section 2. Contractor Rules

Employees shall at times be bound by the reasonable safety, security, and visitor rules as established for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

Section 3. Inspections

Owner retains the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 MISCELLANEOUS PROVISIONS

Section 1. Project Rules

The Construction Manager and Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules will be explained at the pre- job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee of a Contractor to observe these rules and regulations shall be grounds for discipline.

Section 2. Tools of the Trade

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment for the performance of work within the employee's jurisdiction.

Section 3. Supervision

Employees shall work under the supervision of the craft foreperson or general foreperson.

Section 4. Travel Allowance

There shall be no payment for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

Section 5. Full Work Day

a. Employees shall be at their staging area at the time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The parties reaffirm their policy of a fair day's work for a fair day's wage.

b. There shall be no non-working employees at the Project unless the presence of such employee is required due to normal maintenance (e.g. refueling). There shall be no electrical stand-by employees until the electrical prime contractor has commenced work on the Project. No electrical stand-by employee may remain on the Project after the permanent electrical system is operational. There shall be no stand-by labor of any kind unless requested by the Construction Manager and/or Owner. With respect to the operating engineers working on the project, manning shall be in accordance with their current collective bargaining agreement with the explicit understanding that all manpower assigned to the project is productive".

ARTICLE 16

FUTURE CHANGES IN COLLECTIVE BARGAINING AGREEMENTs AND THIS PROJECT AGREEMENT

Section 1. Changes

a. Schedule A to this Agreement shall continue in full force and effect until the applicable Contractor and/or Union parties to the Schedule A CBAs notifies the contractor of the mutually agreed upon changes in provisions of such Agreements which are applicable to the Project, and their effective dates.

b. It is agreed that any work rule provisions negotiated into future Collective Bargaining Agreements will not apply to work on this Project if such provisions are less favorable to this

Project than those contained in the expiring Collective Bargaining Agreements as they pertain to work rules; nor shall any provision be recognized or apply on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

c. Any disagreement over the incorporation into Collective Bargaining Agreements of provisions agreed upon in the re-negotiation of Area Collective Bargaining Agreement shall be resolved in accordance with the procedure set forth in this Agreement.

Section 2. Labor Disputes During Negotiation of Collective Bargaining Agreements

The parties agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdown or other disruptive activity or other violations of this Agreement affecting the Project by any parties involved in the re-negotiation of Collective Bargaining Agreements nor shall there be any lockout on this Project affecting any party during the course of such re- negotiations.

Section3. Changes to this Project Agreement

There shall be no changes during the life of this Project Agreement unless mutually agreed upon by the parties through the Labor/Management Committee structure. Additional work may be added to this Agreement by the addition of a mutually signed Addendum and additional parties through a signature page in accordance with Article 17 section 6.

ARTICLE 17 SAVINGS AND SEPARABILITY

Section 1. This Agreement

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of any law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of this Agreement shall remain in full force and effect. In such event, this Agreement shall remain in effect for contracts already bid, awarded or in construction. The parties will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be awarded in the future.

Section 2. The Bid Specifications

In the event that Owner's bid specifications, or other action, requiring that a successful bidder be bound by this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, such requirement shall be rendered, temporarily or permanently, null and void but this Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid, awarded or in construction. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and in the intent of the parties for contracts to be awarded in the future.

Section 3. Non – Liability

In the event of an occurrence referenced in Section 1 or Section 2 of this Article 17, neither Owner, Construction Manager, nor any Contractor or any Local Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

Section 4. Non – Waiver

Nothing in Article 17 shall be construed as waiving the prohibitions set forth in Article 8.

Section 5. Mergers and Name Changes

In the event of any trade union mergers, name changes of either union, building trades council, contractor, project manager or owner this agreement shall continue in force upon their successors

SECTION 6. EXECUTION

All signature pages will be numbered and reference this agreement with the approved monogram. Additional parties to this agreement who have agreed by mutual consent will signify their agreement with separate counterpart signature pages, which will be considered part of this Agreement.

Section 5. Drug/Alcohol Testing

Prior to performing work, each contractor shall be responsible to provide a drug/alcohol screen for all employees prior to the employee performing on-site work, such testing shall be mandatory for all employees. Employees subject to drug/alcohol testing who pass the tests will receive payment for the time lost to take test but not to exceed 3 hours pays. No pay will be given to those testing positive for drugs/alcohol and they will not be permitted to work on the project.

The Owner, Construction Manager and/or Contractor may also require drug/alcohol testing of employees for cause when there is a reasonable suspicion of drug or alcohol use or employee involvement in an accident requiring off-site medical attention or documented unsafe act on the Project.

This section shall supersede any inconsistent provision in a local Union Agreement. A policy shall be developed by the parties through Labor/Management Committee

ARTICLE 18 HELMETS TO HARDHATS

Section 1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the service of the Center for

Military Recruitment, Assessment and Veterans Employment (hereafter “Center”) and the Center’s “Helmet to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Union and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

In witness whereof, the parties have caused this Agreement to be executed and effective as of this ___ day of June 2015

For Construction Manager

By: _____

For The Greater Capital Region Building and Construction Trades Council

By: _____
Jeff Stark, President

For: The Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York

By: _____

**LABORERS' INTERNATIONAL UNION
of North America**

LOCAL NO. 1822

Main Office
P.O. Box 361
49 1/2 Maple Street
Massena, New York 13662
Phone: 315-769-8731
Fax: 315-769-8522



Plattsburgh Annex
23 Elm Street, Suite 400
Plattsburgh, New York 12901
Phone: 518-561-3240
Fax: 518-561-4353

DATE: 6-3-15

TO: Name: PAUL SALVATOR

Company: _____

Fax #: 212-969-2900

FROM: Name: JOHN DONOGHUE

SUBJECT: AGREEMENT

☐ For Your Information

☒ As You Requested

☐ For Your Report

☐ For Your Attention

☐ For Your Recommendation

☐ Heavy & Highway Rates

☐ For your Comments

☐ Building Rates - Clinton, Essex & Warren
County

COMMENTS: THANKS!

[Signature]

The original of this faxed document will be sent by: ☐ Regular U.S. Mail ☐ Overnight Mail

☒ This FAX will be the ONLY FORM of delivery.

2 PAGES INCLUDING COVERSHEET - Should you fail to receive all pages, kindly contact us by calling our office at (518) 561-3240.



15 Plains Road, Cambridge NY 12816

June 2, 2015

Via email: [REDACTED]

Mr. John ~~Donahue~~
DONOGHUE

Re: Labor Peace Agreement

Dear John:

As you know, Compassionate Sunset LLC d/b/a Compassionate Compassionate Relief Centers of New York is submitting a bid as part of New York State's medical marijuana program. As such, we plan to seek a dispensary in your geographic area.

We commit to have all construction work on the dispensary performed by unionized Building Construction Trades Council (BCTC) (or its regional equivalent) affiliated contractors. If we are selected by New York State as a licensee, we agree to hire such unionized contractors, including, as appropriate, negotiating in good faith to enter into a Project Labor Agreement with you, for the work in question. (A copy of the form PLA, to be negotiated if and when, Employer is awarded a license by New York State, is attached).

The building trade unions agree that there will be no strikes, slowdowns, work stoppages or disruptions, sympathy strikes, boycotts, leafleting, handbidding or picketing and any economic interference with our business of any kind, and we agree that there will be no lockouts of employees (collectively "Labor Peace") under this Agreement or under the PLA.

Very Truly Yours,

Agreed:

No. 1502 P. 2

LABORER'S LOCAL 1822 Jun. 3. 2015 12:25PM



15 Plains Road, Cambridge NY 12816

June 2, 2015

Via email: glabarbera@nycbuildingtrades.org

Mr. Gary LaBarbera

Re: Labor Peace Agreement

Dear Gary:

As you know, Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York is submitting a bid as part of New York State's medical marijuana program. As such, we plan to seek a dispensary in your geographic area.

We commit to have all construction work on the dispensary performed by unionized Building Construction Trades Council (BCTC) (or its regional equivalent) affiliated contractors. If we are selected by New York State as a licensee, we agree to hire such unionized contractors, including, as appropriate, negotiating in good faith to enter into a Project Labor Agreement with you, for the work in question.

The building trade unions agree that there will be no strikes, slowdowns, work stoppages or disruptions, sympathy strikes, boycotts, leafleting, handbilling or picketing and any economic interference with our business of any kind, and we agree that there will be no lockouts of employees (collectively "Labor Peace") under this Agreement or under the PLA.

Very Truly Yours,

Agreed:



15 Plains Road, Cambridge NY 12816

June 2, 2015

Via email: [REDACTED]

Mr. Ed Doyle

Re: Labor Peace Agreement

Dear Ed:

As you know, Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York is submitting a bid as part of New York State's medical marijuana program. As such, we plan to seek a dispensary in your geographic area.

We commit to have all construction work on the dispensary performed by unionized Building Construction Trades Council (BCTC) (or its regional equivalent) affiliated contractors. If we are selected by New York State as a licensee, we agree to hire such unionized contractors, including, as appropriate, negotiating in good faith to enter into a Project Labor Agreement with you, for the work in question.

The building trade unions agree that there will be no strikes, slowdowns, work stoppages or disruptions, sympathy strikes, boycotts, leafleting, handbilling or picketing and any economic interference with our business of any kind, and we agree that there will be no lockouts of employees (collectively "Labor Peace") under this Agreement or under the PLA.

Very Truly Yours,

Agreed:

Compassionate Relief Centers of New York

ATTACHMENT G – Financial Statement Detailing Business Transaction for Application Consulting and Assistance

Cannabis Consulting Co. \$64,500

Design layout and workflow of cultivation facility. Specify all equipment including tables and lighting, automated environmental and irrigation systems and all tools and machinery. Work with staff cultivation management to establish procedures and determine growing medium, nutrient and scheduling for efficient and productive grow operations.

Lawrence Schillinger, Attorney \$50,000

Research, communications with consultants and analysis of same, assembly and drafting of documents required for application.

Chazen Companies \$45,000

Provided project coordination, document management and production, figures and mapping, development of architectural program as required by Appendix B, compilation of application materials and preparation for submittal.

CanCore Concepts Inc. \$25,000

Assist in the preparation of application documents relating to extraction, production and packaging of medical marijuana products. Design or recommend processes and equipment for extraction and manufacturing operations.

B-Secure Consulting (owned by Alan Brockbank – Director of Security) \$5,000

Develop security plan designed to prevent and detect diversion of product, including the physical security systems, the policies, procedures, and security post orders necessary to support and maintain the program for all CRCNY facilities and transport operations.

Biorelief Pharmaceuticals, LLC**\$2,700**

Assist in the development of standard operating procedures for dispensary and sales, quality assurance plans and product quality assurance.

Goldstone Architecture**\$14,650**

Work includes documentation of existing buildings, design –layout of office, production, and lab space. Provided documentation of existing site conditions and production of presentation-quality site and building plans.

Environmental Services of Vermont**\$4,500**

Develop preliminary HVAC load calculation based on conditions and equipment for each space within Cambridge facility. Develop plumbing system load capacities for all water systems, including domestic, sprinkler systems and agricultural usage. Review existing capacity, backup generator requirements and code review.

Featherstonhaugh, Wiley and Cline**\$7,500/mo**

Provide business, public relations, communications and government relations consulting.

Compassionate Relief Centers of New York

ATTACHMENT H - Security Plan

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

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



150 DEPOT STREET
P.O. BOX 10
BENNINGTON VT 05201

(802) 447-1402



COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816

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



150 DEPOT STREET
P.O. BOX 10
BENNINGTON VT 05201
(802) 753-7469



COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816



150 DEPOT STREET
P.O. BOX 10
BENNINGTON VT 05201
(802) 753-7469



COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816

CENTRAL BUILDING
FIRST FLOOR
SECURITY PLAN



150 DEPOT STREET
P.O. BOX 10
BENNINGTON VT 05201
(802) 753-7469



COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816

CENTRAL BUILDING
SECOND FLOOR
SECURITY PLAN



150 DEPOT STREET
P.O. BOX 10
BENNINGTON VT 05201
(802) 753-7469



COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816

TYPICAL MOTHERING UNIT



150 DEPOT STREET
P.O. BOX 10
BENNINGTON VT 05201
(802) 753-7469



COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816

TYPICAL CLONING
AND CURING UNIT



150 DEPOT STREET
P.O. BOX 10
BENNINGTON VT 05201
(802) 753-7469



COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816

TYPICAL FLOWERING UNIT



150 DEPOT STREET
P.O. BOX 10
BENNINGTON VT 05201
(802) 753-7469



COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816

TYPICAL MECHANICAL
AND DRYING UNIT



150 DEPOT STREET
P.O. BOX 10
BENNINGTON VT 05201
(802) 753-7469



COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816

SCHEDULES

PLATTSBURGH DISPENSARY SECURITY PLAN

SCALE: 1/8" = 1'



JUNE 2015

MANHATTAN DISPENSARY SECURITY PLAN

SCALE:3/32" = 1'



JUNE 2015

COLONIE DISPENSARY SECURITY PLAN

SCALE: 1/8" = 1'



JUNE 2015

WHITE PLAINS DISPENSARY SECURITY PLAN

SCALE: 1/8" = 1'



JUNE 2015

COMPASSIONATE SUNSET LLC
(A Limited Liability Company)

FINANCIAL STATEMENTS

**FOR THE PERIOD
MAY 15, 2015 (INCEPTION)
THROUGH JUNE 4, 2015**

COMPASSIONATE SUNSET LLC
(A Limited Liability Company)

INDEX TO FINANCIAL STATEMENTS

FOR THE PERIOD
MAY 15, 2015 (INCEPTION)
THROUGH JUNE 4, 2015

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Financial Statements:	
Balance Sheet	3
Statement of Operations	4
Statement of Members' Equity	5
Statement of Cash Flows	6
Notes to Financial Statements	7



Anchin, Block & Anchin LLP
Accountants & Advisors
1375 Broadway New York, NY 10018
212 840-3456
www.anchin.com

INDEPENDENT AUDITORS' REPORT

To the Members of Compassionate Sunset LLC:

We have audited the accompanying financial statements of Compassionate Sunset LLC (a limited liability company) (the "Company"), which comprise the balance sheet as of June 4, 2015, and the related statements of operations, members' equity and cash flows for the period May 15, 2015 (inception) through June 4, 2015, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of June 4, 2015, and the results of its operations and its cash flows for the period May 15, 2015 (inception) through June 4, 2015 in conformity with accounting principles generally accepted in the United States of America.

Anchin, Block & Anchin LLP

New York, New York
June 5, 2015

COMPASSIONATE SUNSET LLC
(A Limited Liability Company)

BALANCE SHEET

JUNE 4, 2015

<u>ASSETS</u>	
Due from member	\$ 84,511
Deposits	<u>2,200,000</u>
Total Assets	<u>\$ 2,284,511</u>
<u>LIABILITIES AND MEMBERS' EQUITY</u>	
Liabilities:	
Accounts payable and accrued expenses	\$ 307,734
Due to affiliate	14,912
Due to member	<u>68,980</u>
Total Liabilities	391,626
Members' Equity	<u>1,892,885</u>
Total Liabilities and Members' Equity	<u>\$ 2,284,511</u>

See the accompanying Notes to Financial Statements.

COMPASSIONATE SUNSET LLC
(A Limited Liability Company)
STATEMENT OF OPERATIONS
FOR THE PERIOD MAY 15, 2015 (INCEPTION)
THROUGH JUNE 4, 2015

Revenues		\$ -
Expenses:		
Formation and acquisition costs	<u>\$ 417,115</u>	
Total Expenses		<u>417,115</u>
Net Loss		<u><u>\$ (417,115)</u></u>

See the accompanying Notes to Financial Statements.

COMPASSIONATE SUNSET LLC
(A Limited Liability Company)

STATEMENT OF MEMBERS' EQUITY

**FOR THE PERIOD MAY 15, 2015 (INCEPTION)
THROUGH JUNE 4, 2015**

Members' Equity - May 15, 2015	\$ -
Contributions	2,310,000
Net loss	<u>(417,115)</u>
Members' Equity - June 4, 2015	<u><u>\$ 1,892,885</u></u>

See the accompanying Notes to Financial Statements.

COMPASSIONATE SUNSET LLC
(A Limited Liability Company)
STATEMENT OF CASH FLOWS
FOR THE PERIOD MAY 15, 2015 (INCEPTION)
THROUGH JUNE 4, 2015

Net Cash from Operating Activities:

Net loss		\$	(417,115)
Adjustments to reconcile net loss to net cash used in operating activities:			
Formation and acquisition costs paid for by members and affiliate	\$	109,381	
Increase in accounts payable and accrued expenses		<u>307,734</u>	
Total adjustments			<u>417,115</u>
Net Cash Used in Operating Activities			-

Cash:

Beginning of period		<u>-</u>
End of period	\$	<u><u>-</u></u>

Non-Cash Investing and Financing Activities:

Deposits and advance to minority member contributed by majority member included in equity	\$	<u><u>2,300,000</u></u>
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See the accompanying Notes to Financial Statements.

COMPASSIONATE SUNSET LLC
(A Limited Liability Company)

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION

Compassionate Sunset LLC (the “Company”) was organized on May 15, 2015, in New York solely for the purpose of applying to the New York State Department of Health (the “Application”) to be designated as a “registered organization” pursuant to the New York State Public Health Law under the Compassionate Care Act and, if the Application is successful, the acquisition, manufacturing, selling and delivering of marijuana for certified medical use in accordance with the Compassionate Care Act.

The Company is owned 85% by CS Member LLC and 15% by Compassionate Relief Centers of New York, Inc. (collectively, the “Members”).

In the event that the Application is accepted, the Members have agreed to amend and restate the operating agreement to provide for, among other items, a 12% preferred return payable to CS Member LLC.

The application for registration in New York State requires a \$200,000 deposit, which will be refundable in the event the Application is not successful, and a \$2,000,000 bond (see Note 4). The Company has posted \$2,000,000 as security for the bond. If the Company is chosen to be a “registered organization” by the New York State Department of Health, CS Member LLC has agreed to invest up to \$10 million.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements of the Company have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“GAAP”).

Formation and acquisition costs, which consists mostly of legal, consulting and professional fees, in the amount of \$417,115 have been expensed as incurred.

No income tax provision has been included in the financial statements since income or loss of the Company is required to be reported by the Members on their individual income tax returns.

COMPASSIONATE SUNSET LLC
(A Limited Liability Company)

NOTES TO FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Accounting (Continued)

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 3 - RELATED PARTY TRANSACTIONS

The minority member has custody and holds funds in a bank account on behalf of the Company. As of June 4, 2015, \$84,511 is reflected as due from member.

The minority member and an affiliate of the majority member have paid certain expenses on behalf of the Company in the amount of \$68,980 and \$14,912, and are reflected as due to member and due to affiliate, respectively. There are no stated terms for interest and repayment for these amounts.

NOTE 4 - SURETY BOND

The Company is contingently liable to its surety under a general indemnity agreement. Under this agreement, the Company agreed to indemnify the surety for any payments made on their behalf.

NOTE 5 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through June 5, 2015, which is the date the financial statements were available to be issued.

Compassionate Relief Centers of New York

ATTACHMENT J – Staffing Plan (See Employee Handbook)

This document serves as CRCNY's 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 of the regulations.

CRCNY's hiring is based on best practices within the agricultural, pharmaceutical, healthcare and customer service industries. Applications received from New York residents, women, minorities and veterans will be preferentially considered. Using resources from legal counsel with human resources and labor relations experience and working within the constructs of our Labor Peace Agreement and Employment Manual, we will ensure that our candidate screening, interviewing, hiring and HR management is fair, confidential, and upholding best practices. Each new hire will receive extensive training from management and/or industry experts and be availed of relevant industry coursework and tutorials to provide them the knowledge and tools to be productive and safe.

Candidates for all position will be evaluated on their job-function related experience and education, spotless criminal record, moral character, references, and enthusiasm for their job description and the healthcare industry. Any employment offer tendered will be contingent upon a satisfactory background check consistent with the regulations of Article 33 of the New York State Public Health Law which will at a minimum include age verification and criminal history. Additional searches may include credit (depending on job) and verification of employment and highest academic degree attained.

We have secured the services of a very experienced senior management team. It is our belief that should CRCNY be selected as a Registered Organization, there will be a deep pool of talented and experienced prospective employees available to fill open management, administrative and technical roles. Washington County itself has a tremendous history in agriculture and healthcare, and many people within the

community have already expressed interest in applying for manager-level, skilled, and entry-level positions should we be successful in our application efforts.

Consulting Arrangements

Additionally, CRCNY will supplement its staff with some of the most highly-regarded consultants in the Medical Marijuana industry. CRCNY has engaged Cannabis Consulting Co. (“CCC”) to work with its engineers to develop a cultivation and manufacturing layout designed to maximize productivity and GMP compliance while minimizing its carbon footprint. The principals of CCC have been consulted in the design of more than 1000 grow facilities in North American and Europe; their companies operate leading nutrient lines (Pure Essentials Black Label) geared toward commercial growing facilities and a major chain of horticultural supply stores (Gardening Unlimited) focused on equipment for the cannabis industry.

CRCNY has also engaged CanCore Consulting Inc. to work with management to develop GMP compliance practices for extraction of cannabis into oil form and the production of oil into safe medicines. CanCore will provide onsite installation of extraction and manufacturing equipment and train CRCNY’s staff in their proper and safe usage. The founders and key managers of CanCore have co-founded Denver Packaging Company, which specialized in the extraction and product manufacturing for over 250 licensed Medical Marijuana Centers in Colorado and founded Isolate Extraction Systems LLC, one of only four companies in the United States approved to manufacture and distribute Carbon Dioxide Extraction equipment for use in the Medical Marijuana industry.

The following represents CRCNY’s plans to address the requirements of §1004.5(b)(18)

(i) a senior staff member with a minimum of one (1) year experience in good agricultural practices (GAP);

Eric McEnroe and Jamie Snyder both have extensive experience in managing commercial organic farms and have conformed to GAP on their respective NOFA – NY Certified Organic Farms for over a decade each (see bios for Director of Cultivation and Senior Cultivation Manager below)

- (ii) a quality assurance officer who shall exercise oversight of the organization's practices and procedures and who has documented training and experience in quality assurance and quality control procedures;**

Ted Berndt, the company's Co-Chief Executive Officer ("Co-CEO") and Chief Operating Officer ("COO") brings a decade of experience as a Certified Quality Manager at Anheuser Busch, where he supervised more than two dozen lab personnel and created the brewery's quality assurance website and analytics program. Ted will have general oversight of the cultivation and manufacturing process and the Cambridge facility (see bios for Co-Chief Executive Officer and Chief Operating Officer below). Additionally, we will attempt to hire a Director of Manufacturing Operations with Quality Assurance experience.

- (iii) a requirement that all staff be twenty-one (21) years of age or older;**

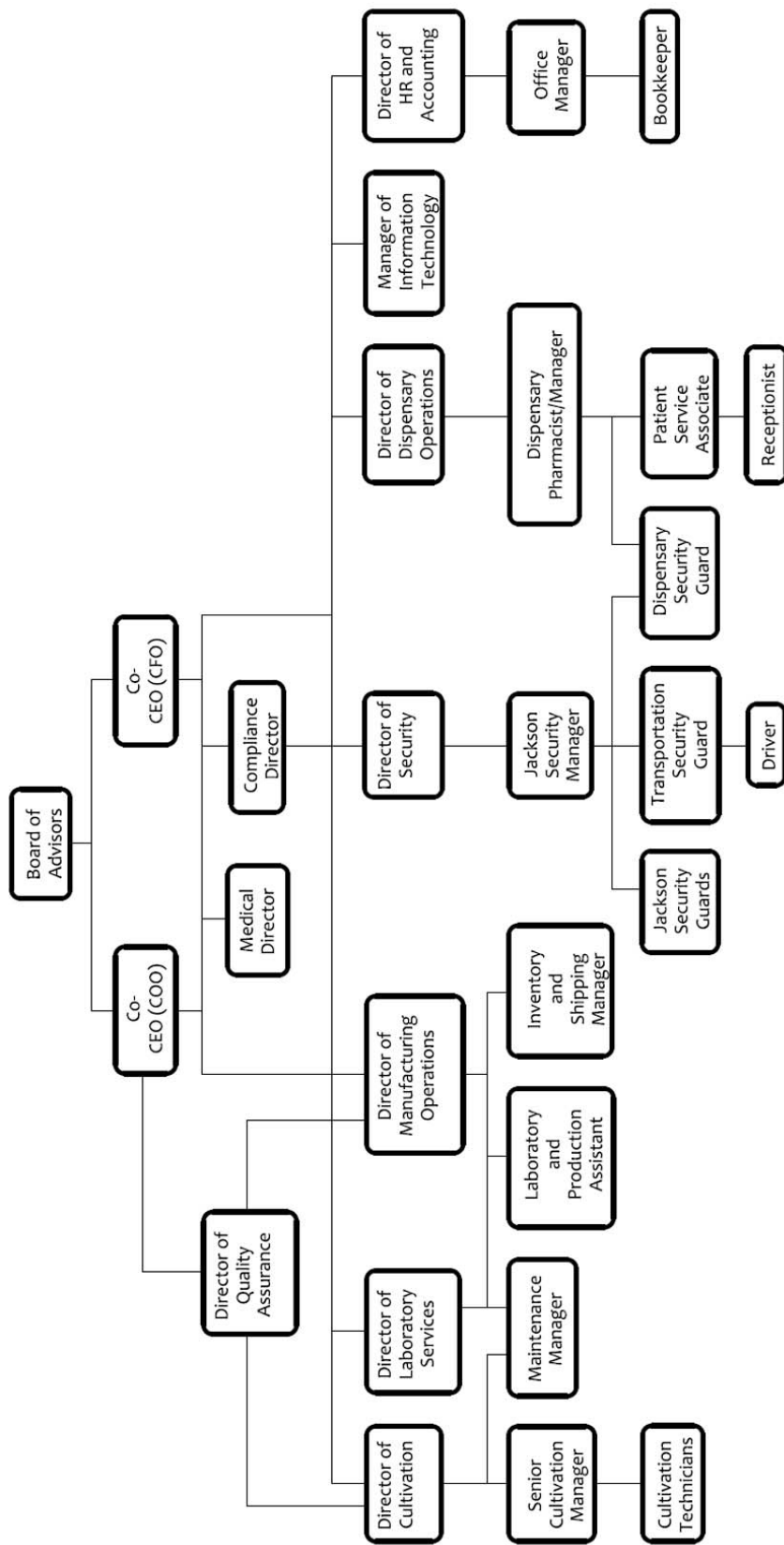
Any candidate who will be offered employment will be required to present a government issued identification proving they are at least 21 years of age. The company will perform a thorough background check on each candidate verifying his or her age, criminal record, last employment and highest educational degree attained.

- (iv) a requirement that all staff involved in the manufacturing be trained in and conform to general sanitary practices; and**

Each employee will be required to read and understand the company's policies and procedures manual which will include sections dedicated to general sanitary practices relating to personal hygiene as well as facility and equipment cleaning and maintenance. Senior management will audit these practices to ensure all employees adherence to policy. All positions that come into contact with the product at any stage will be required to wear company issued lab coats, aprons or gowns and latex or nitrile gloves. Laboratory environments, where all extraction, testing and manufacturing of products will take place will adhere to pharmaceutical manufacturing standards with respect to particulates, air exchange, filtration and attire.

- (v) policies and procedures to ensure that the proposed registered organization shall not employ anyone who would come in contact with or handle medical marijuana who has been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section thirty-three hundred sixty-four of the public health law.**

Any candidate who will be offered employment will be required to present a government issued identification proving they are at least 21 years of age. The company will perform a thorough background check on each candidate verifying their age, criminal record, last employment and highest educational degree attained.



Compassionate Relief Centers of New York Organization Chart

PCI-5-078
MAY 2015

Assumes 7/15/15 RO Approval**Employee
Start Date****Administration/Office & Jackson Security Staff**

Co-CEO (CFO)	7/15/2015
Co-CEO (COO)	7/15/2015
Medical Director	7/15/2015
Compliance Director	9/1/2015
Director of Quality Assurance	8/15/2015
Director of Security	7/15/2015
Jackson Security Manager	8/15/2015
Jackson Security Guards	9/1/2015
Director of HR & Accounting	8/15/2015
Manager of Information Technology	9/1/2015
Office Manager	9/1/2015
Bookkeeper	9/1/2015

Cultivation Management, Processing and Manufacturing

Director of Cultivation	8/15/2015
Director of Laboratory Services	10/15/2015
Maintenance Manger	8/15/2015
Senior Cultivation Manager	9/1/2015
Director of Manufacturing Operations	10/15/2015
Laboratory and Production Assistant	11/15/2015
Inventory & Shipping Manager	9/1/2015

Cultivation Operations

Cultivation Technicians (Group 1)	9/1/2015
Cultivation Technicians (Group 2)	10/1/2015

Dispensary Staff

Director of Dispensary Operations	11/1/2015
Dispensary Pharmacist/Manager	12/1/2015
Patient Service Associate	12/15/2015
Dispensary Receptionist	12/15/2015
Dispensary Security Guard	12/15/2015

Transport Team

Transportation Security Guard	12/15/2015
Driver	12/15/2015

Co-CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER ("Co-CEO/CFO")

Reports To: Board of Advisors

Job Summary: Responsible for providing strategic leadership by working with the Board and senior management to establish, implement, direct, communicate and evaluate the long-range goals, strategies, plans and policies of the company. Continually monitor the impact of our plans and policies on the company's performance and work with Board and senior management make recommendations for improvements. Responsible for all financial oversight, including budgeting, cash flow management, financial and tax reporting and trend and investment analysis.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required by Registered Organizations under New York State's Medical Marijuana Program
- Support operations and administration of Board directives by advising and informing Board members.
- Direct senior staff members on their roles in accomplishing company objectives.
- Ensure adherence to CRCNY's standard operating procedures.
- Provide periodic reports to BOD on company performance.
- Oversee the organization's day-to-day activities and ensure the success of the operation based on expected outcomes and timelines.
- Direct Human Resources and Accounting functions.
- Identify and implement the goals, objectives, methods, and resources necessary to accomplish the specific mission and programs of the organization (strategic planning, business planning, project planning, staff

planning, etc.).

Authority:

- The CO-CEO/CFO is authorized to perform the following actions:
 - Recruitment and direct hire of senior management
 - Represent CRCNY to the DOH and the public
 - Be signatory for all company accounts, tax and regulatory filings
- The Co-CEO/CFO is authorized to have access to all limited access areas of the company's facilities.

Qualifications:

- At least 21 years of age
- Significant managerial experience in manufacturing or retail environments
- Quality Assurance/Quality Control background
- Bachelor's Degree in Business/ Master's preferred
- Demonstrated passion to serve the medical marijuana community
- Proven ability to manage teams effectively
- Outstanding customer relations skills
- Excellent communication skills
- Must be able to pass a background check as required DOH and CRCNY's Employment Manual

Co-CEO/CFO – Stephen (Steve) Lulla

Steve brings 30 years of entrepreneurial, financial and retail management experience to the Company. He had a career spanning over 15 years in investment management, in which he served as Chief Financial Officer, Chief Compliance Officer, and Senior Research Analyst concurrently for hedge fund management companies Mallet Capital Management, with assets under management of up to \$200 million, and Arklow Capital,

with assets of up to \$90 million. He began at Mallet's inception and was responsible for the implementation and oversight of all reporting systems, registering the company with the SEC, submitting all SEC reports, responding to investor inquiries and due diligence requests, and developing and maintaining third-party service provider relationships. Steve also was a research analyst responsible for the analysis and recommendation of investment for all types of event-driven situations, including merger arbitrage, split-offs, spin-offs, holding company arbitrage and other special situations. He has founded several businesses, including a successful specialty sporting goods retailer that he managed profitably for over 8 years before negotiating its sale, and a general contracting business. Steve started his career as a cost accountant for a publicly traded manufacturer of pressure-sensitive tapes and adhesives.

Steve earned a Masters in Business Administration in Finance from New York University's Stern School of Business. He serves on the board of a local foundation dedicated to serving the health care needs of southern Washington County and his family hosts Fresh Air Fund children.

Co-CHIEF EXECUTIVE OFFICER AND CHIEF OPERATING OFFICER ("Co-CEO/COO")

Reports To: Board of Advisors

Job Summary: Responsible for providing strategic leadership by working with the Board and senior management to establish, implement, direct, communicate and evaluate the long-range goals, strategies, plans and policies of the company. Continually monitor the impact of our plans and policies on the company's performance and work with Board and senior management make recommendations for improvements.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required by Registered Organizations under New York State's Medical Marijuana Program.
- Support operations and administration of Board directives by advising and informing Board members.
- Direct senior staff members on their roles in accomplishing company objectives.
- Ensure adherence to CRCNY's standard operating procedures.
- Provide periodic reports to BOD on company performance.
- Oversee the organization's day-to-day activities and ensure the success of the operation based on expected outcomes and timelines.
- Identify and implement the goals, objectives, methods, and resources necessary to accomplish the specific mission and programs of the organization (strategic planning, business planning, project planning, staff planning, etc.).

Authority:

- The CO-CEO/COO is authorized to perform the following actions:

- Recruitment and direct hire of senior management
- Represent CRCNY to the DOH and the public
- Be signatory for all company accounts, tax and regulatory filings
- The Co-CEO/COO is authorized to have access to all limited access areas of the company's facilities.

Qualifications:

- At least 21 years of age
- Significant managerial experience in manufacturing or retail environments
- Quality Assurance/Quality Control background
- Healthcare or Pharmaceutical experience preferred
- Bachelor's Degree/ Master's preferred
- Demonstrated passion to serve the medical marijuana community
- Proven ability to manage teams effectively
- Outstanding customer relations skills
- Excellent communication skills
- Must be able to pass a background check as required DOH and CRCNY's Employment Manual

Co-CEO/COO – Theodore (Ted) Berndt

Ted brings a diverse business background in horticulture, quality assurance, pharmaceutical sales, project management and emergency medical services. He has over 15 years of experience in horticulture, having worked on his family's 40-acre Christmas tree cultivation farm in every facet of the business. Ted had a ten-year career with Anheuser Busch as a lab technician, an analyst, and a certified quality manager. With Anheuser Busch, he supervised over two dozen lab personnel, created the quality assurance website and analytics at the 8-million barrel brewery, and was team manager of a cross-functional group charged with the construction and implementation of two

bottling lines with budgets of \$20 and \$22 million. He then worked for Pfizer in pharmaceutical sales for several years representing a cardiovascular portfolio that generated over \$14 million in sales annually.

In 2013 Ted founded the Washington County Agri-Business Park at a 110-acre farm in the Town of Jackson. The Agri-Business Park includes a 28-building/12 acre secure light commercial park sited to be the cultivation/processing facility and corporate offices for the Company.

Ted earned a Masters in Business Administration in International Business from Syracuse University. Ted had volunteered in his community as an Advanced EMT-Critical Care EMS Provider and served as a Town Councilman. He served for three years as the at-large member of the Warren/Washington Counties Industrial Development Agency responsible for Business Retention and Expansion (BRE), when the agency closed on a \$50 million project bringing the world's most advanced tissue paper mill to Washington County.

MEDICAL DIRECTOR

Reports To: Co-CEOs, Board of Advisors

Job Summary: Provide strategic guidance, oversight and quality assurance as it relates to medication formulations, medical compliance, and patient education and care.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required of Registered Organizations.
- Support operations and administration of Board directives by advising and informing Board members.
- Keep current on medical and scientific research as it relates to the use of medical marijuana.
- Advise on proper cannabinoid content of medicines.
- Review and advise on all of CRCNY's patient and practitioner educational materials.

Qualifications:

- At least 21 years of age
- Practicing physician with license in New York or recently retired physician having been licensed in New York
- Passion to research and understand marijuana as a medicine to better serve the medical marijuana community
- Experience in patient care
- Must be able to pass a background check as required DOH and CRCNY's Employment Manual

Medical Director – Dr. Preston Lurie

Dr. Lurie has been a practicing Internist for over 25 years. [REDACTED]

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

Dr. Lurie completed his Internship and Residency at St. Francis Hospital (University of Connecticut) in Hartford in 1989. He attended the University of Connecticut School of Medicine from 1982-1986. He previously earned his undergraduate degree from Washington University in St. Louis, graduating with highest honors, Summa Cum Laude in 1982.

He holds full and unrestricted New York State (since 1989) and Connecticut State (since 1988) Licenses. He has been a member of the American College of Physicians since 1986 and has been Board Certified in Internal Medicine since 1989. He has held CLIA certification in bacteriology, chemistry, endocrinology and hematology from 1996-2012, while running a moderately complex physician office lab.

COMPLIANCE DIRECTOR

Reports To: Co-CEOs, Board of Advisors

Job Summary: Function independently and objectively to review and evaluate compliance issues/concerns within CRCNY, ensure that the Board of Directors, management and employees are in compliance with State regulatory requirements and that policies and procedures are being followed, and that behavior in the organization adheres to the CRCNY's Employee Manual.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required for Registered Organizations.
- Oversee the safekeeping and security of all CRCNY Cultivation, Manufacturing and Dispensary books, records, invoices, reports, and other documentation, both confidential and otherwise.
- Direct cultivation activities according to CRCNY's standard operating procedures.
- Maintain all records and reports as required by DOH regulations and company policies.
- Schedule, recruit and vet all members of cultivation staff.
- Oversee and maintain security camera recordings.
- Establish and implement policies and procedures relating to data security.
- Maintain extensive knowledge of DOH regulations governing Medical Marijuana cultivation, processing, transport, security and dispensing.

Authority:

- The Compliance Director is authorized to perform the following actions:
 - Create and maintain the company's cultivation records to ensure compliance Article 33 of the New York State Public Health Law

- Update inventory records and audit monthly inventory reconciliations as required by DOH and company policies.
- Monitor the transport of medical marijuana from the manufacturing facility to CRCNY's dispensaries
- The Compliance Director is authorized to have access to all limited access areas of the company's facilities.

Qualifications:

- At least 21 years of age
- Master's Degree or JD preferred, Bachelor's degree required
- Demonstrated passion to serve the medical marijuana community
- Proven ability to manage teams effectively
- Outstanding customer relations skills
- Excellent communication skills
- Must be able to pass a background check as required DOH and CRCNY's Employment Manual

Compliance Director – Arthur (Art) Kersey

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

[REDACTED], Art spent over 30 years working for the U.S. Drug Enforcement Administration (DEA) in roles of increasing responsibility. Having started his DEA career as a Special Agent in the New York Division, he had several overseas assignments before returning to New York Division and being promoted to Executive Assistant to the Agent in Charge in 1994. In 1995, Art became Country Attaché/DEA Country Office in Copenhagen Denmark before returning to the US to become Group Supervisor in the Hartford Office. He was then promoted to Senior Inspector at DEA Headquarters, Office of Inspection before coming back to the New York Division to become Associate Special Agent in Charge.

Art earned a J.D. from St. John's University School of Law as well as a B.A. from St. John's University.

DIRECTOR OF QUALITY ASSURANCE (TBH)

Reports To: Co-CEOs, Board of Advisors

Job Summary: Assures consistent quality of production by developing and enforcing GMP systems, validating processes, providing documentation and managing staff.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required for Registered Organizations.
- Accomplish quality assurance human resource objectives by recruiting, selecting, orienting, training, assigning, scheduling, coaching, counseling, and disciplining employees; communicating job expectations; planning, monitoring, appraising, and reviewing job contributions; planning and reviewing compensation actions; enforcing policies and procedures.
- Validate quality processes by establishing product specifications and quality attributes; measuring production; documenting evidence; determining operational and performance qualification; writing and updating quality assurance procedures.
- Prepare quality documentation and reports by collecting, analyzing and summarizing information and trends including failed processes, stability studies, recalls, corrective actions, and re-validations.
- Update job knowledge by studying trends in and developments in quality management; participating in educational opportunities; reading professional publications; maintaining personal networks; participating in professional organizations.

Authority:

- The Director of Quality Assurance is authorized to perform the following actions:

- Create and maintain the company's quality assurance procedure and records
- Update production operating procedures to ensure greater quality and efficiency
- Monitor productivity of all cultivation, processing, manufacturing and packaging operations
- The Director of Quality Assurance may be authorized to have access to all limited access areas of the manufacturing site.

Qualifications:

- At least 21 years of age
- Bachelors degree in Engineering or Science, Masters preferred
- Demonstrated passion to serve the medical marijuana community
- Significant experience in GMP, pharmaceutical industry preferred
- Experience in process improvement and quality engineering
- Proven ability to manage teams effectively
- Excellent communication skills
- Must be able to pass a background check as required DOH and CRCNY's Employment Manual

DIRECTOR OF SECURITY

Reports To: Co-CEOs

Job Summary: This is a part-time position that provides compliance oversight for the physical security program and other company efforts to prevent and detect diversion, theft, or loss of marijuana and marijuana products and provide secure working environments for employees.

Responsibilities:

- Assess all company operations for compliance with DEA and NYSDOH regulatory requirements, as well as NYS Guard Law regulations. Provide recommendations for corrective actions and improvements, and coordinate implementation of such measures.
- Develop policies, procedures, and post orders as needed to support compliance efforts. Review and revise existing procedures as required.
- Develop and maintain security awareness training programs and curriculums for all employees.
- Develop, propose, and implement, as approved, security program improvements through the adoption of industry best practices and the employment of new technologies.
- Conduct biannual security assessments of the manufacturing site, dispensaries, and transportation program.
- Investigate security-related events to identify vulnerabilities, needed compensatory measures, and any additional corrective actions.
- Verify that monthly testing of security systems have been conducted and documented as required by NYSDOH.
- Prepare and conduct annual security awareness training programs for all employees.
- Prepare all security-related regulatory correspondence for security system

changes, audit responses, etc.

Authority:

- The Director of Security is authorized to perform the following actions:
 - Conducts audits of all aspects of the physical security programs at the manufacturing site, dispensaries, as well as the transportation of medical marijuana
- The Director of Security may be authorized to have access to all limited access areas of the manufacturing site, dispensaries, and transport vehicle(s).

Qualifications:

- Bachelor's Degree in Security, Criminal Justice, Business
- Board certification as a Certified Protection Professional and/or Physical Security Professional
- Prior experience in pharmaceutical security (10 years minimum)
- Extensive knowledge of security procedures and protocols
- Extensive knowledge of DEA and NYSDOH security regulations, security industry standards, guidelines, and best practices
- Strong problem solving and interpersonal skills
- Knowledgeable in Microsoft Office Suite
- Excellent communication skills
- Basic computer operating skills
- Basic math skills
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

Security Director – Alan Brockbank

Alan brings over twenty-eight years of professional security experience; [REDACTED]
Redacted pursuant to N.Y. Public Officers Law, Art. 6

[REDACTED] Alan started his security career as a Security Specialist in the U.S. Air Force. He has also taught an introductory security course at Clinton Community College in Plattsburgh, New York.

Alan is board certified in security management by the American Society for Industrial Security, and has earned the designation of Certified Protection Professional, the security profession's highest recognition of practitioners. He has also achieved the designation of Certified Security Consultant from the International Association of Professional Security Consultants. He has a Master of Arts degree in Business and Organizational Security Management. He is an active member of the American Society for Industrial Security and the International Association of Professional Security Consultants. Alan is also a Certified Food Defense Coordinator.

JACKSON SECURITY MANAGER (TBH)

Reports To: Director of Security and COO

Job Summary: leads and manages the daily security activities in support of the company's physical security program and other company efforts to prevent and detect diversion, theft, or loss of marijuana and marijuana products and provide secure working environments for employees.

Responsible for the training and supervision of Security Officers

Responsibilities:

- Ensure complete compliance with all security-related regulations for marijuana and marijuana products.
- Knowledgeable of Company security policies and procedures and enforces compliance. Appropriately handle and report violations.
- Implement all security-related policies, procedures, and post orders, and provide feedback for needed changes when they become necessary or will improve security.
- Hire, train, and supervise all security personnel. Review shift reports. Ensure all activities are conducted in accordance with company policies and procedures.
- Schedule all security staff to ensure required coverage.
- Coordinate all required security system testing and any necessary repair work.
- Provide security training for employees and non-employees as required.
- Conduct inspections of packages, personal effects, and vehicles entering and exiting the secured manufacturing site perimeter. Inspect company-assigned lockers.
- Issue access cards and badges.

- Ensure compliance with NYS Guard Laws.
- Conduct investigations of security-related incidents.
- Act as liaison with local law enforcement officials.

Authority:

- The Security Manager is authorized to perform the following actions:
 - Enforcing compliance with all regulations, and Company policies and procedures.
 - Conducting security-related investigations under the direction of Company leadership.

Qualifications:

- Bachelor's Degree in Security, Criminal Justice, Business, or an Associate's Degree with a minimum of 5 years of security, law enforcement, or military experience
- Board certification as a Certified Protection Professional and/or Physical Security Professional not required, but preferred
- Prior experience in security, law enforcement, or military (5 years minimum, 3 years of which should be in a supervisory capacity); experience supervising armed security or law enforcement personnel preferred
- Extensive knowledge of security procedures and protocols
- Extensive knowledge of DEA and NYSDOH security regulations, security industry standards, guidelines, and best practices
- Strong problem solving and interpersonal skills
- Knowledgeable in Microsoft Office Suite
- Excellent communication skills
- Basic computer operating skills

- New York State Security Guard license is required upon employment.
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

JACKSON SECURITY GUARD (TBH)

Reports To: Security Manager

Job Summary: Protects marijuana and marijuana products, other Company property and employees by controlling access to the facility and areas, monitoring and responding to security and fire system alarms, monitoring Closed Circuit Television (CCTV) system, and enforcing Company policies and procedures. The position will work rotating shifts, weekends and holidays to provide 24-hour security coverage.

Responsibilities:

- Ensure complete compliance with all security-related regulations for marijuana and marijuana products.
- Knowledgeable of Company security policies and procedures and enforces compliance. Appropriately handles and reports violations.
- Control access to grounds and facility. Prevents access to any unauthorized persons.
- Monitor security and fire alarm systems, access control system, and closed-circuit television (CCTV) system. Ensure proper response to all alarm conditions and suspicious activities and documents actions. Make notifications as required.
- Perform package and vehicle inspections as required.
- Complete daily shift reports, access control logs, key loan registry, and other required paperwork. Document all incidents and emergencies.
- Report all suspicious activities, security incidents, and emergencies to appropriate personnel and document actions.
- Conduct periodic inspection of premises to protect against fire, theft, vandalism, and illegal activity.
- Assist staff with security access issues.
- Monitor any suspicious behavior by guests, visitors, and personnel and report

concerns to the Security Manager.

- Perform additional tasks as required by the Security Manager.

Authority:

- The Cambridge Security Guard is authorized to grant and deny access based on privileges granted in the access control system and in accordance with site procedures and post orders.
- Cambridge Security Guards are authorized to have unescorted access to all areas with the exception of areas where marijuana and/or marijuana products are present. In these areas, they must be escorted by the Security Manager or Senior Management.

Qualifications

- High School Diploma or equivalent with five year's public law enforcement service, military service or security experience. Candidates with an Associate's Degree in Criminal Justice or related discipline must have three or more years of experience. Candidates with a Bachelor's Degree must have a minimum of one year of experience.
- Strong problem solving and interpersonal skills
- Ability to remain calm and professional in difficult situations
- Exceptional conflict resolution skills and the ability to de-escalate situations
- Outstanding customer relations skills
- Knowledgeable in Microsoft Office Suite (experience working with computer access control systems and electronic alarm monitoring systems is helpful)
- Excellent communication skills
- New York State Security Guard license required upon employment
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

DIRECTOR OF HR AND ACCOUNTING (TBH)

Reports To: Co-CEO/CFO

Job Summary: Oversee procedures for all employee-related recruitment and hiring, prepare payroll, oversee accounting, payables management and record and reconcile dispensary receipts.

Responsibilities:

Lead HR and accounting functions

- Assure all employee recruitment, interviewing and hiring are performed within the constructs of CRCNY's Labor Peace Agreements, Employment Manual and industry best practices.
- Design in cooperation with department leaders' employee review and goal setting.
- Input all payroll information and prepare payroll tax filings.
- Coordinate with insurance providers for employee benefits programs.
- Direct the activities of the bookkeeper and office manager.

Authority:

- The CD is authorized to perform the following actions:
 - Input payroll and accounting entries
 - Review and update employment manual to comply with best practices for HR
- The Director of HR and Accounting is authorized to have access to all minimum access areas of the company's facilities.

Qualifications:

- At least 21 years of age
- BS in Business, Accounting preferred

- Demonstrated passion to serve the medical marijuana community
- 5+ years of experience in HR or accounting
- Proven ability to manage teams effectively
- Outstanding customer relations skills
- Knowledge in Microsoft Office Suite and Quickbooks
- Excellent communication skills
- Must be able to pass a background check as required DOH and CRCNY's Employment Manual

MANAGER OF INFORMATION TECHNOLOGY

Reports To: CFO, COO, Director of HR and Accounting

Job Summary: Set up and maintain company information technology systems.

Responsibilities:

- Advise company on hardware requirements based on “seed-to-sale” software program selected by DOH.
- Train all employees on required input for specific job functions.
- Advise and maintain secure storage of all CRCNY computers and electronic files.
- Maintain all information technology security.
- Perform extra duties based on the needs of the organization.

Authority:

- The Manager of Information Technology is authorized to perform the following actions:
 - Maintain computer systems
- The Manager of Information Technology is authorized to have access only to the administrative areas of the Company's Cambridge facility.

Qualifications:

- At least 21 years of age
- Bachelor's degree or equivalent education preferred
- Demonstrated passion to serve the medical marijuana community
- Proven ability to manage teams effectively
- Excellent communication skills
- Knowledgeable in Microsoft Office Suite

- Basic math skills
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

OFFICE MANAGER

Reports To: CFO, COO, Director of HR and Accounting

Job Summary: Supports company operations by maintaining office systems, scheduling and supervising staff.

Responsibilities:

- Maintain office services by organizing office operations and procedures.
- Maintain office efficiency by planning and implementing office layout and systems.
- Organize and maintain paper and electronic filing systems.
- Assist Director of HR and Accounting with payroll and employee record retention and disciplinary matters.
- Coordinate scheduling of executive management team.
- Greet visitors and ensure proper credentials and visitor procedures are followed and documented.
- Perform extra duties based on the needs of the organization.

Authority:

- The Office Manager is authorized to perform the following actions:
 - Maintain filing systems
 - Schedule visitor and ensure compliance with regulatory requirements
- The Office Manager is authorized to have access only to the administrative areas of the Company's Cambridge facility.

Qualifications:

- At least 21 years of age
- Bachelor's degree or equivalent education preferred
- Demonstrated passion to serve the medical marijuana community
- Proven ability to manage teams effectively
- Excellent communication skills
- Knowledgeable in Microsoft Office Suite
- Basic math skills
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

BOOKKEEPER

Reports To: CFO, Director of HR and Accounting

Job Summary: responsible for handling financial recordkeeping, including recording financial transactions, managing accounts payable and receivable and reconciling bank statements.

Responsibilities:

- Maintain general ledger accounting systems.
- Prepare periodic financial and productivity reports and account ledgers for review.
- Enter payroll information into payroll system, including new employee setup, changes and timecard information.
- Assist in the preparation of budgets.
- Prepare payables reports and payment scheduling.
- Receive purchase orders and submit to vendors.
- Maintain vendor files and set up recurring order schedules.
- Perform extra duties based on the needs of the organization.

Authority:

- The Office Manager is authorized to perform the following actions:
 - Make accounting entries into Quickbooks and “seed-to-sale” software system selected by DOH
 - Maintain vendor and employee files
- The Office Manager is authorized to have access only to the administrative areas of the Company’s Cambridge facility.

Qualifications:

- At least 21 years of age

- Associates degree in Business. Bachelor's degree in Accounting preferred
- Demonstrated passion to serve the medical marijuana community
- Experience with Quickbooks, experience with ERP systems preferred
- Excellent communication skills
- Knowledgeable in Microsoft Office Suite
- Basic math skills
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

DIRECTOR OF CULTIVATION

Reports To: Chief Operating Officer (“Co-CEO/COO”)

Job Summary: Supervise and coordinate day-to-day activities of the Senior Cultivation Manager and workers engaged in propagating, cultivating, harvesting, and producing horticultural specialties. Apply knowledge of environmental-control structures, systems, and techniques.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required cultivation facilities.
- Support operations and administration of Board directives by advising and informing Board members.
- Direct cultivation activities according to CRCNY’s standard operating procedures.
- Report progress to COO and statistical performance as measured against cultivation schedule every two weeks.
- Schedule, recruit and vet all members of cultivation staff.
- Oversee the organization’s day-to-day activities and ensure the success of the operation based on expected outcomes and timelines.
- Identify and implement the goals, objectives, methods, and resources necessary to accomplish the objectives of the cultivation department.

Authority:

- The Director of Cultivation is authorized to perform the following actions:
 - Confirm or deny employee new hires selected by the Senior Cultivation Manager
 - Update inventory records and attest and certify monthly inventory reconciliations as required by DOH

- The DC is authorized to have access to all limited access areas of the company's cultivation areas.

Qualifications:

- At least 21 years of age
- Master's or Bachelor's Degree preferred, some college or commensurate experience required
- Demonstrated passion to serve the medical marijuana community
- Expertise in organic horticultural techniques for cultivation of medical marijuana
- Proven ability to manage teams effectively
- Outstanding customer relations skills
- Excellent communication skills
- Must be able to pass a background check as required DOH and CRCNY's Employment Manual

Director of Cultivation – Erich McEnroe

For nearly two decades Erich has been a leader in New York State agricultural production. [REDACTED]

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

Erich is a graduate of SUNY Cobleskill, having majored in Agricultural business. He is a member of the Dutchess County Agricultural Society, President of the ENY Holstein (Dairy) Club, serves as a Planning Board Member for the town of Amenia and as a board member for the Millerton Coop, which manages four retail stores in New York and Massachusetts.

SENIOR CULTIVATION MANAGER

Reports To: Director of Cultivation and COO

Job Summary: Supervise and coordinate day-to-day activities of workers engaged in propagating, cultivating, harvesting, and producing horticultural specialties. Apply knowledge of environmental-control structures, systems, and techniques.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required for cultivation facilities.
- Maintain Inventory Records daily and attest and certify monthly inventory reconciliations as required by DOH and submit documentation for all compliance purposes.
- Oversee Supply Plan, including the management of various stages of plant life and ensure a steady and consistent supply of usable, contaminant-free high-grade Medical Marijuana.
- Prepare and assign daily tasks to the cultivation team based on Supply Plan.
- Observe and evaluate live plants and harvested plants to ascertain condition.
- Oversee changes in environment control to ensure conformance with quality control standards.
- Train new employees in gardening techniques and problem solving.
- Inspect facility for signs of disrepair, infection, disease and other problems that may affect proper growing conditions.
- Perform extra duties based on the needs of the organization.

Authority:

- The Senior Cultivation Manager is authorized to perform the following actions:
 - Update inventory records

- The Senior Cultivation Manager is authorized to have access to all limited access areas of CRCNY's cultivation areas.

Qualifications:

- At least 21 years of age
- Demonstrated passion to serve the medical marijuana community
- Expertise in the organic horticultural Proven ability to manage teams effectively
- Excellent communication skills
- Must be able to pass a background check as required DOH and CRCNY's Employment Manual

Senior Cultivation Manager – Jamie Snyder

Jamie has over 30 years of agricultural experience, [REDACTED]
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Jamie regularly attends classes at Cornell Cooperative Extension and The University of Vermont to stay current on growing techniques and innovations. Jamie earned an Associate's Degree from Hudson Valley Community College in Criminal Justice.

CULTIVATION TECHNICIANS (TBH)

Reports To: Senior Cultivation Manager and Director of Cultivation

Job Summary: Perform tasks based on the schedule provided by the Senior Cultivation Manager and Director of Cultivation. Apply knowledge of environmental-control structures, systems, and techniques.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required for cultivation facilities.
- Assist in the physical inventory count as directed.
- Assist the Director of Cultivation and Senior Cultivation Manager in all aspects associated with Medical Marijuana cultivation and processing, such as plant maintenance, feeding, pruning, manicuring, trimming, and curing.
- Observe and examine vegetative development, bloom development, and nutrient schedule to determine optimal conditions.
- Administer and maintain nutrient schedule.
- Identify any pests, diseases, or infestations and manage any outbreak.
- Maintain, clean and disinfect all cultivation systems, lighting systems, and environmental control systems.
- Record environmental conditions such as temperature, humidity, and any other pertinent information as requested by the Director of Cultivation and Senior Cultivation Manager.
- Perform additional tasks as may be required by the Director of Cultivation and Senior Cultivation Manager.

Authority:

- The Botanical Technicians are authorized to perform the following actions:
 - Update inventory records

- The Botanical Technicians are authorized to have access to all limited access areas of the company's cultivation areas.

Qualifications:

- At least 21 years of age
- High School Diploma or Equivalent
- Prior experience in horticulture and medical marijuana cultivation techniques preferred.
- Excellent communication skills
- Basic computer operating skills
- Basic math skills
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

DIRECTOR OF MANUFACTURING OPERATIONS (TBH)

Reports To: COO

Job Summary: Develop methods and perform or oversee the manufacture of finished products in compliance with GMP. Aid in the design, implementation and auditing of Quality Assurance and Quality Control measures.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required for medical marijuana product manufacture, packaging and labeling.
- Assure product quality through thorough inspection of testing results, equipment and processes.
- Develop methods for efficient manufacturing and make recommendations for staffing or equipment to provide improved quality assurance and output.
- Help develop quality assurance/quality control protocol and guidance and auditing procedures.
- Perform extra duties based on the needs of the organization.

Authority:

- The Director of Manufacturing Operations is authorized to perform the following actions:
 - Initial supply and material orders
 - Change production parameters in consultation with COO to address consumer preference and demand
- The Director of Manufacturing Operations is authorized to have access to the laboratory and processing areas of the company's manufacturing facility.

Qualifications:

- At least 21 years of age
- Bachelor's degree in Chemistry or Biology, Master's preferred
- Experience working in laboratory or manufacturing (GMP). Pharmaceutical industry preferred.
- Demonstrated passion to serve the medical marijuana community
- Proven ability to manage teams effectively
- Excellent communication skills
- Knowledgeable in Microsoft Office Suite
- Advanced knowledge of chemistry
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

DIRECTOR OF LABORATORY SERVICES

Reports To: COO

Job Summary: Supervise and perform CO2 extraction and internal potency and purity testing.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required for medical marijuana extraction.
- Assure product quality through thorough inspection and maintenance of extraction and testing equipment.
- Develop methods and utilize proper standards for testing of medical marijuana products and their inputs.
- Maintain detailed records tracking quantity of materials extracted, output and testing results.
- Develop and enforce all laboratory protocol to enhance quality assurance and safety.
- Help develop quality assurance/quality control protocol and guidance.
- Perform extra duties based on the needs of the organization.

Authority:

- The Director of Laboratory Services is authorized to perform the following actions:
 - Perform extraction and testing
 - Change production parameters in consultation with COO to address consumer preference and demand
- The Director of Laboratory Services is authorized to have access to the laboratory and processing areas of the company's manufacturing facility.

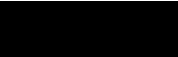
Qualifications:

- At least 21 years of age
- Bachelor's degree in Chemistry
- Experience working in a laboratory setting within the pharmaceutical industry preferred.
- Experience using HPLC and GCMS testing equipment
- Demonstrated passion to serve the medical marijuana community
- Proven ability to manage teams effectively
- Excellent communication skills
- Knowledgeable in Microsoft Office Suite
- Advanced knowledge of chemistry
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

Director of Laboratory Services – Bethany (Beth) O'Grady

Beth will oversee all aspects of cannabis extraction, purity and content testing. She will be charged with operating in compliance with New York State's Medical Marijuana Program's strict guidelines for CO₂ extraction and shall perform internal testing for cannabinoid content as well as testing for impurities.

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

 Her other experiences include being a Chemistry teacher at Cambridge Central School and a Lab Instructor at both Plattsburgh State and Hudson Valley Community College.

Beth earned a B.S. in Chemistry from Plattsburgh State University and a Masters in Education, Curriculum and Instruction from the University of Lowell.

LABORATORY AND PRODUCTION ASSISTANT (TBH)

Reports To: Director of Manufacturing Operations, Director of Laboratory Services and COO

Job Summary: Assist as directed all functions in extraction, lab testing, medicine formulation, packaging and labeling.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required for manufacturing of medical marijuana products.
- Assist Director of Laboratory Services in performing Supercritical CO₂ extraction.
- Assist Director of Laboratory Services in performing internal testing for content and purity of products at various stages of production.
- Assist Director of Manufacturing Services in manufacture, packaging and labeling of finished product.
- Monitor conditions in and maintain sanitary conditions in cleanrooms as directed and in compliance with GMP and company policy.
- Perform extra duties based on the needs of the organization.

Authority:

- The Laboratory and Production Assistant is authorized to perform the following actions:
 - Update inventory records
 - Arrange for transport of medical marijuana from the cultivation facility to CRCNY's dispensary
- The Inventory Manager is authorized to have access to all limited access areas of the Company's cultivation facility.

Qualifications:

- At least 21 years of age
- High School diploma required, Associate or Bachelor degree preferred
- Demonstrated passion to serve the medical marijuana community
- Proven ability to organize multiple orders and schedule purchase orders and deliveries in an efficient manner
- Excellent communication skills
- Knowledgeable in Microsoft Office Suite
- Basic math skills
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

INVENTORY AND SHIPPING MANAGER (TBH)

Reports To: Director of Cultivation, Senior Cultivation Manager, Director of Manufacturing Operations and COO

Job Summary: Execute shipments between the Jackson facility and CRCNYs' dispensaries and produce purchase orders for supplies required at the Cambridge facility.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required for product transport between dispensaries and cultivation facilities.
- Assist senior management with ordering to maintain appropriate inventory levels.
- Assist senior management with the oversight of the CRCNY supply.
- Assist in taking physical inventory count of supplies.
- Perform extra duties based on the needs of the organization.

Authority:

- The Inventory Manager is authorized to perform the following actions:
 - Update inventory records
 - Arrange for transport of medical marijuana from the cultivation facility to CRCNY's dispensary
- The Inventory Manager is authorized to have access to all limited access areas of the Company's cultivation facility.

Qualifications:

- At least 21 years of age
- High School diploma required, Associate or Bachelor degree preferred
- Demonstrated passion to serve the medical marijuana community

- Proven ability to organize multiple orders and schedule purchase orders and deliveries in an efficient manner
- Excellent communication skills
- Knowledgeable in Microsoft Office Suite
- Basic math skills
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

DIRECTOR OF DISPENSARY OPERATIONS (“DDO”)

Reports To: Co-CEOs, Director of Compliance

Job Summary: Supervise and direct policies and procedures for the operation of all CRCNY’s dispensaries in a manner that will adhere to regulations and provide a quality experience for all patients.

Responsibilities:

Ensure complete compliance with New York Statutes and Regulations as required of dispensaries:

- Recruit and hire all pharmacists for CRCNY’s dispensaries.
- Aide in determining staffing requirements and scheduling.
- Review, edit and monitor policies and procedures for dispensary staff.
- All record-retention requirements set forth in state regulations are met.
- Work with senior management and facility consultants to create efficient design and work flow considering eh patient and staff experience and security.
- Supply facility with appropriate pharmaceutical reference materials to ensure that marijuana can be properly dispensed.

Authority:

- The DIRECTOR OF CULTIVATION is authorized to perform the following actions:
 - Interview and hire Dispensary Pharmacists
 - Audit and report on dispensary adherence to CRCNY policy and New York State DOH regulations
- The DIRECTOR OF CULTIVATION is authorized to have access to all limited access areas of the company’s dispensaries.

Qualifications:

- At least 21 years of age
- Master's or Bachelor's Degree preferred, some college or commensurate experience required
- Demonstrated passion to serve the medical marijuana community
- Licensed as a Pharmacist in New York State
- Proven ability to manage teams effectively
- Outstanding customer relations skills
- Excellent communication skills
- Must be able to pass a background check as required DOH and CRCNY's Employment Manual

Director of Dispensary Operations – Jordan Fogel

Jordan Fogel, RPH, graduated from Arnold and Marie Schwartz College of Pharmacy in Brooklyn, NY. Jordan has over 30 years of experience in all facets of pharmacy including extensive training and knowledge of medications, dispensing of prescription medications, handling of controlled substances, as well as identifying fraudulent prescriptions. He also specializes in compounding pharmacy, with over 25 years of experience of combining, mixing, or altering components of a drug to create a medication tailored to the needs of the patient. [REDACTED]

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

Affiliations:

- PCCA- Compounding professional organization
- NADDI- National association of DEA diversion investigators
- LIPS- Long Island Pharmaceutical Society
- PSSNY- Pharmaceutical State Society NY
- LICADD- Long Island Counsel for Alcohol and Drug Addiction
- Heroin Task Force Long Island under Edward Mangano Nassau County Executive
- ISTOP Program in NYS under Attorney General Eric Schneiderman

DISPENSARY PHARMACIST/MANAGER (TBH)

Reports To: Director of Dispensary Operations/Compliance Director

Job Summary: Supervise and direct policies and procedures for the operation of specific CRCNY dispensary in a manner that will adhere to regulations and provide a quality experience for all patients.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required of dispensaries.
- Recruit, hire and supervise all staff for dispensary.
- Set scheduling for all staff.
- Ensure proper training of supervised staff.
- Maintain all record-retention requirements set forth in state regulations.
- Work with senior management and facility consultants to create efficient design and work flow considering each patient, staff experience, and security
- Supply facility with appropriate pharmaceutical reference materials to ensure that marijuana can be properly dispensed.

Authority:

- The Dispensary Pharmacist/Manager is authorized to perform the following actions:
 - Interview and hire Dispensary Pharmacists
 - Audit and report on dispensary adherence to CRCNY policy and New York State DOH regulations
- The Dispensary Pharmacist/Manager is authorized to have access to all limited access areas of the company's dispensaries.

Qualifications:

- At least 21 years of age
- Master's or Bachelor's Degree preferred, some college or commensurate experience required
- Demonstrated passion to serve the medical marijuana community
- Licensed as a Pharmacist in New York State
- Proven ability to manage teams effectively
- Outstanding customer relations skills
- Excellent communication skills
- Must be able to pass a background check as required DOH and CRCNY's Employment Manual

PATIENT SERVICES ASSOCIATE (TBH)

Reports To: Dispensary Pharmacist/Manager

Job Summary: Work under the supervision of the Dispensary Pharmacist/Manager to counsel and assist patients.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required of dispensaries.
- Assist receptionist if needed in recording patient information.
- Counsel patients in the administration of practitioner recommended medicine.
- Provide educational materials to patients and explain as needed.
- Retrieve medicine for purchase and complete sales transaction in compliance with regulations and CRCNY policies and procedures.
- Assist in post-closing cleaning and other non-security closing procedures as directed by Dispensary Pharmacist/Manager.
- Perform additional tasks as required by the Dispensary Pharmacist/Manager.

Authority:

- The Patient Service Associate is authorized to perform the following actions:
 - Retrieve medicine and take and process payment from patients
 - Assist Dispensary Pharmacist/Manager in weekly product inventory count
- The Patient Service Associate is authorized to have access to all limited access areas of the company's dispensaries with the exception of the secured security equipment room.

Qualifications:

- At least 21 years of age
- High School Diploma required, Associates or Bachelor degree preferred

- Demonstrated passion to serve the medical marijuana community
- Experience in healthcare preferred
- Outstanding customer relations skills
- Basic computer operating skills
- Excellent communication skills
- Must be able to pass a background check as required DOH and CRCNY's Employment Manual

DISPENSARY RECEPTIONIST (TBH)

Reports To: Dispensary Pharmacist/Manager

Job Summary: Work under the supervision of the Dispensary Pharmacist/Manager to process patients' registration information, and schedule patients for counseling.

Responsibilities:

- Ensure complete compliance with New York Statutes and Regulations as required of dispensaries.
- Receive patients in waiting area and determine scope of visit.
- Enter patient information into POS system.
- Provide educational materials to patients if waiting to be counseled.
- Assist in post-closing cleaning and other non-security closing procedures as directed by Dispensary Pharmacist/Manager.
- Perform additional tasks as required by the Dispensary Pharmacist/Manager.

Authority:

- The Dispensary Receptionist is authorized to perform the following actions:
 - Enter patient registration information into POS system
- The Dispensary Receptionist is authorized to have access to all limited access areas of the company's dispensaries with the exception of the secured security equipment room.

Qualifications:

- At least 21 years of age
- High School Diploma required, Associate or Bachelor degree preferred
- Demonstrated passion to serve the medical marijuana community
- Experience in healthcare preferred

- Outstanding customer relations skills
- Basic computer operating skills
- Excellent communication skills
- Must be able to pass a background check as required DOH and CRCNY's Employment Manual

DISPENSARY SECURITY GUARD (TBH)

Reports To: Dispensary Pharmacist and DO

Job Summary: Protect marijuana products, other Company property, employees, and customers by controlling access to the Dispensary waiting area, monitoring and responding to security and fire system alarms, monitoring Closed Circuit Television (CCTV) system, and enforcing Company policies and procedures. Provide a security presence at the Dispensary during hours of operation.

Responsibilities:

- Ensure complete compliance with all security-related regulations for marijuana products as they relate to the Dispensary operations.
- Knowledgeable of Company security policies and procedures and enforces compliance. Appropriately handles and reports violations.
- Control access to the Dispensary, during hours of operation, in accordance with security post orders. Prevent access to any unauthorized persons.
- Assist with Dispensary opening and closing procedures as required by Post Orders.
- Assist with security of marijuana product deliveries as required in Post Orders.
- Monitor security and fire alarm systems, access control system, and closed-circuit television (CCTV) system. Ensure proper response to all alarm conditions and suspicious activities and documents actions. Make notifications as required.
- Perform package inspections as required.
- Complete daily shift reports, access control logs, and other required paperwork. Documents all incidents and emergencies.
- Report all suspicious activities, security incidents, and emergencies to appropriate personnel and documents actions.

- Conduct periodic inspection of premises to protect against fire, theft, vandalism, and illegal activity.
- Monitor any suspicious behavior by guests, visitors, and personnel and report concerns to the Security Manager.
- Perform additional tasks as required by the Security Manager.

Authority:

- The Dispensary Security Guards are authorized to perform the following actions:
 - Provide assistance with opening and closing procedures as directed by Post Orders
 - Control Access of Customers during Business Hours
 - Provide required security assistance for delivery of marijuana products
- The Dispensary Guards are authorized to have access to all areas of the dispensary with the exception of the vault/safe used for secure storage of marijuana products.

Qualifications:

- High School Diploma or equivalent with five year's public law enforcement service, military service or security experience. Candidates with an Associate's Degree in Criminal Justice or related discipline must have three or more years of experience. Candidates with a Bachelor's Degree must have a minimum of one year of experience.
- Strong problem solving and interpersonal skills
- Ability to remain calm and professional in difficult situations
- Exceptional conflict resolution skills and the ability to de-escalate situations
- Outstanding customer relations skills
- Knowledgeable in Microsoft Office Suite
- Excellent communication skills
- New York State Security Guard license is required upon employment.

- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

TRANSPORTATION SECURITY GUARD – ARMED (TBH)

Reports To: Security Manager

Job Summary: Assist with the secure transport of marijuana products from the manufacturing site to the company dispensaries in accordance with Company procedures and post orders in order to prevent and detect diversion, theft, or loss of marijuana and marijuana products.

Responsibilities:

- Ensure complete compliance with Company procedures and post orders that dictate security requirements for the transportation of marijuana products.
- Ensure complete compliance with company security procedures and post orders related to the delivery of marijuana products.
- Follow provided route plans and advise security of the need for any deviations.
- Ensure proper maintenance of vehicle and report any needed repairs.
- Test and utilize communications equipment.
- Ensure proper copies of shipping manifests and other required paperwork are available and handled as required.
- Observe and comply with all motor vehicle traffic laws and DOT regulations.
- Report suspicious activities and other security-related concerns immediately to the appropriate persons.
- Other duties as assigned.

Authority:

- The Transportation Security Guards are authorized to perform the following actions:
 - Transport medical marijuana in sealed containers
- The Transportation Personnel are authorized to have unescorted access to all

areas of the manufacturing site and dispensaries with the exception of areas where marijuana and/or marijuana products are present. In these areas, they must be escorted by the Security Manager or Senior Management.

Qualifications:

- High School Diploma or equivalent with five year's armed public law enforcement service, military service or security experience. Candidates with an Associate's Degree in Criminal Justice or related discipline must have three or more years of armed experience. Candidates with a Bachelor's Degree must have a minimum of one year of armed experience.
- Strong problem solving and interpersonal skills
- Ability to remain calm and professional in difficult situations
- Exceptional conflict resolution skills and the ability to de-escalate situations
- Outstanding customer relations skills
- Knowledgeable in Microsoft Office Suite
- Excellent communication skills
- A clean motor vehicle Driver's License
- New York State Armed Security Guard license is required upon employment.
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

DRIVER (TBH)

Reports To: Transportation Security Guard, Inventory and Shipping Manager, COO

Job Summary: Drive delivery vehicle between Jackson manufacturing facility and dispensaries.

Responsibilities:

- Work under the direction of the Transportation Security Guard to drive delivery vehicle as scheduled and in compliance with regulations.
- Maintain communication with Jackson facility, dispensaries when alone in vehicle
- Perform extra duties based on the needs of the organization

Authority:

- The Driver is authorized to perform the following actions:
 - Drive transport vehicle directly between Jackson facility and dispensary
- The driver is authorized to have access to transport vehicle and administrative areas of Jackson facility.

Qualifications:

- At least 25 years of age
- High School diploma required,
- Clean driving record
- Demonstrated passion to serve the medical marijuana community
- Excellent communication skills
- Must be able to pass a background check as required by DOH and CRCNY's Employment Manual

Compassionate Relief Centers of New York

Employee Handbook

May 2015

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1. INTRODUCTION

1.1. Welcome

Welcome to Compassionate Relief Centers of New York (the “Company”). As an employee of the Company, you have a unique opportunity to contribute to one of only five organizations licensed by the New York State Department of Health to legally cultivate, produce and dispense medical marijuana for the purpose of providing meaningful, effective and safe medication to eligible patients. We firmly believe that each employee contributes directly to the Company’s growth and success, and we hope you will take pride in knowing that your service has a direct effect on the lives of patients in need.

1.2. Introductory Statement

This handbook is designed for informational purposes to acquaint you with Compassionate Relief Centers of New York and provide you with information about working conditions and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee.

This handbook is not intended to be a complete or comprehensive list of all Company policies and procedures. Compassionate Relief Centers of New York reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Policies set forth in this handbook are not intended to create a contract, nor are they to be interpreted to constitute contractual obligations of any kind or a contract of employment between Compassionate Relief Centers of New York and any of its employees.

Employment with Compassionate Relief Centers of New York is at all times “at will,” meaning that employees may resign at will at any time with or without notice or with or without cause. Similarly, Compassionate Relief Centers of New York may terminate the employment relationship at will at any time, with or without notice or cause.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of a Co-Chief Executive Officer of Compassionate Relief Centers of New York.

2. EMPLOYMENT POLICIES

2.1. Equal Employment Opportunity

Compassionate Relief Centers of New York is an equal opportunity employer and complies with all applicable federal, state and local fair employment practice laws. In order to provide equal employment and advancement opportunities to all individuals, employment

decisions will be based on qualifications, abilities and merit. Compassionate Relief Centers of New York prohibits unlawful discrimination, harassment, and retaliation in employment opportunities or practices on the basis of race, color, creed, religion, sex, sexual orientation, marital status, citizenship, national origin, ethnicity, ancestry, age, disability, predisposing genetic characteristic, domestic violence status, military or veteran status or any other characteristic protected by federal, state or local law.

The Company complies with all relevant and applicable provisions of the federal Americans with Disabilities Act (ADA), as well as state and local laws concerning the employment of persons with disabilities. Consistent with those requirements, the Company will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. The Company reserves the right to ask for medical documentation in order to determine the most appropriate accommodation. All requests for accommodations should be directed to the Human Resources Department.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. If you believe you need an accommodation, please refer any such request to the Human Resources Department. The Company will also, where appropriate, provide reasonable accommodations for an employee's sincerely held religious beliefs or practices.

Any employees with questions or concerns about any type of discrimination or unlawful harassment in the workplace are required to bring these issues to the attention of their immediate supervisor or the Human Resources Department. The Company prohibits any form of discipline, reprisal, intimidation, or retaliation against employees for making a good faith report or complaint of unlawful harassment or discrimination. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

2.2. Genetic Information Non-Discrimination Act

The Company complies with the Genetic Information Non-discrimination Act of 2008 (GINA). GINA prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, we ask all employees not to provide any genetic information when responding to a request for medical information. "Genetic information" as defined by GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assisted reproductive services.

2.3. Anti-Harassment Policy

The Company is committed to providing a work environment that is free of discrimination and harassment in any form. It shall be a violation of this policy for any employee to harass another employee through conduct or communication because of race, color, creed, religion, sex, sexual orientation, marital status, citizenship, national origin, ethnicity, ancestry, age, disability, predisposing genetic characteristic, veteran status or any other characteristic protected by federal, state or local law. Any harassment or discriminatory acts directed against our employees will result in discipline, up to and including termination.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of behaviors and can involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Employees must bring any violation of this policy to the immediate attention of their direct supervisor or, if the conduct involves their direct supervisor, the Human Resources Department. The Company will thoroughly investigate all such claims and will endeavor to maintain the privacy of the individuals involved. Compassionate Relief Centers of New York prohibits any form of discipline, reprisal, intimidation or retaliation against individuals who in good faith report instances of workplace harassment or discrimination. Any individual who violates this policy shall be subject to immediate disciplinary action, up to and including termination.

2.4. Immigration Policy

In compliance with the Immigration Reform and Control Act of 1986, the Company employs only United States citizens, permanent residents, and other individuals who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship, national origin, or any other protected characteristic. Each new employee, as a

condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if their previous I-9 is no longer retained or valid. Employees who are not able to furnish proof of their legal right to work in the United States within three (3) days of beginning employment will not be allowed to continue that employment, consistent with the requirements of applicable law.

3. COMPENSATION POLICIES

3.1. Employee Categories

For purposes of salary administration and benefit eligibility, Compassionate Relief Centers of New York classifies its employees and other workers as follows:

Regular Full-Time Employees: those who are hired to work the Company's full-time schedule. They may be eligible for the Company's benefit package, subject to the terms, conditions and limitations of each benefit program.

Regular Part-Time Employees: those who are hired to work fewer than 40 hours per week on a regular basis and are ineligible for all of the Company's benefit programs.

Temporary Employees: those who are hired to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration and scheduled to end in the foreseeable future. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. Temporary employees may also be exempt or non-exempt, as discussed below. They are ineligible for all of the Company's other benefit programs.

Non-Exempt Employees: those employees who are entitled to overtime pay at the rate of time and one half their regular rate of pay for all hours worked beyond forty (40) in a workweek, in accordance with applicable wage and hour laws.

Exempt Employees: those employees who are excluded from the overtime requirements of the federal and state wage and hour law. Exempt employees generally include salaried professional, executive and administrative employees.

These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time, with or without cause or notice, is retained by both the employee and the Company.

The Company complies with all federal and state wage and hour laws concerning the payment of wages and overtime. You will be advised of your employee classification at the time of hire, promotion or transfer. A change in circumstances (e.g., greater number of hours worked) will not result in a change of status to a position with greater benefits unless the employee is specifically notified of such a status change in writing.

3.2. Overtime

When required by heavy production demands or customer service needs, the Company may require employees to work overtime. When overtime is required, employees will be entitled to overtime compensation in accordance with federal and state law. All overtime work must be authorized in advance by the appropriate supervisor of the employee working the overtime or by the department head.

3.3. Salaried Employees

The Company is committed to ensuring that all employees are fully paid in accordance with the salary requirements established by applicable federal, state and local laws. Exempt employees will be paid on a “salary basis,” and receive a predetermined amount of compensation each pay period in any workweek in which the employee performs any work. This predetermined amount will not be reduced because of variations in the quality or quantity of the employee’s work, except that deductions from an exempt employee’s salary may be made when an exempt employee is absent from work for one or more full days for personal reasons or due to sickness or disability, to offset amounts employees receive as jury or witness fees, or for military pay, for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, or to the Human Resources Department. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

4. TIME-OFF BENEFITS

4.1. Family and Medical Leave

. **General Provisions**

The Family and Medical Leave Act (the “FMLA”) permits eligible employees to take an unpaid leave of absence for up to twelve (12) workweeks during a twelve (12) month period. And, in rare situations, the FMLA permits eligible employees to take up to twenty-six (26) workweeks of unpaid leave in a single twelve (12) month period. This policy outlines the procedures the Company will follow in providing employees with leave under the FMLA. More detailed information regarding the benefits and procedures under the FMLA are set forth in the FMLA itself and the regulations thereunder.

. **Eligibility for FMLA Leave**

All employees are eligible for FMLA leave provided that they: (a) have been employed by the Company for at least twelve (12) months; (b) have worked at least 1,250

compensable hours during the 12-month period immediately preceding the commencement of the leave; and (c) are employed at a location where 50 or more employees are employed by the Company within 75 miles of that location.

. **Circumstances Qualifying for Leave**

The FMLA allows eligible employees to take up to twelve (12) workweeks of unpaid leave during any “rolling” 12-month period (measured backward from the date an employee uses FMLA leave) for any one or more of the following purposes:

- (a) For the birth of a child, and to care for the newborn child (during the newborn’s first twelve months);
- (b) For the placement with the employee of a child for adoption or foster care, and to care for the newly placed child (during the first twelve months after the placement of the adopted child);
- (c) To care for the employee’s spouse, son, daughter, or parent with a serious health condition;
- (d) For circumstances where an employee is unable, because of a serious health condition, to perform any one of the essential functions of his or her job; and
- (e) For any “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is a member of the United States Armed Forces, National Guard, or Reserves on active duty or has been notified of an impending call or order to active duty (“Military Member”) in support of a contingency operation.

A “qualifying exigency” exists where one of the following events occurs:

Short-notice deployment. Issues arising from a Military Member’s short-notice deployment (i.e., deployment on seven (7) or less days of notice) for a period of seven (7) days from the date of notification;

Military events and related activities. To attend military events and related activities, including family support or assistance programs and informational briefings that are related to the active duty or call to active duty status of a Military Member;

Childcare and school activities. To attend to certain childcare and school activities that are necessitated by a Military

Member's active duty or call to active duty status, such as: (i) arranging for alternative childcare; (ii) providing childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis); (iii) enrolling in or transferring to a new school or day care facility; and (iv) attending meetings with staff at a school or daycare facility;

Financial and legal arrangements. To make or update financial and legal arrangements to address a Military Member's absence;

Counseling. To attend counseling provided by someone other than a health care provider for oneself, for a Military Member, or for a child of a Military Member, when the need for such counseling arises from a Military Member's active duty or call to active duty status;

Rest and recuperation. To spend time with a Military Member who is on short-term, temporary, rest and recuperation leave during deployment for up to five (5) days;

Post-deployment activities. To attend certain post-deployment activities, for a period of ninety (90) days following the termination of a Military Member's active duty status, and to attend to issues that arise from a Military Member's death;

Additional activities. To attend to additional activities which arise out of a Military Member's active duty or call to active duty status that the Company and employee agree is a qualifying exigency.

Military Caregiver Leave. The FMLA allows an eligible employee who is the spouse, child, parent, or "next of kin" of a Covered Servicemember to take up to 26 workweeks of unpaid leave during a single 12-month period to care for the Covered Servicemember ("Military Caregiver Leave"). The single 12-month period is measured from the first day the employee takes such FMLA leave.

(a) "Covered Servicemember" means:

(i) A current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness ("Current Servicemember"); or

(ii) A veteran who: (1) is undergoing medical treatment, recuperation, or therapy for a serious injury or illness; (2) was a member of the Armed Forces (including a member of the National Guard or Reserves); (3) was discharged within the five-year period before the eligible employee first takes FMLA leave to care for him or her; and (4) was discharged or released from the Armed Forces under conditions other than dishonorable (“Covered Veteran”). An eligible employee must commence leave to care for a Covered Veteran within five years of the Covered Veteran’s active duty service.

(b) For purposes of Military Caregiver Leave, “serious injury or illness” means:

(i) In the case of a Current Servicemember, an injury or illness that was incurred by him or her in the line of duty on active duty in the Armed Forces (or that existed before the beginning of his or her active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the Covered Servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating; and

(ii) In the case of a Covered Veteran, an injury or illness that was incurred or aggravated by him or her in the line of duty, while on active duty in the Armed Forces, and which manifested itself before or after he or she became a veteran, and is:

(1) A continuation of a serious injury or illness that was incurred or aggravated when the Covered Veteran was a member of the Armed Forces and rendered him or her unable to perform the duties of his or her office, grade, rank, or rating;

(2) A physical or mental condition for which the Covered Veteran has received a VA Service Related Disability Rating (“VASRD”) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for leave;

(3) A physical or mental condition that substantially impairs the Covered Veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or

(4) An injury, including a psychological injury, on the basis of which the Covered Veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

(c) Important limitation. If an employee does not take all of his or her 26 workweeks of leave entitlement to care for a Covered Servicemember during the 12-month period, the remaining part of his or her 26 workweeks of leave is forfeited.

(d) Maximum duration of leave in any 12-month period. The Military Caregiver Leave is applied on a per-Covered-Servicemember, per-injury, basis such that an employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different Covered Servicemembers or to care for the same Covered Servicemember with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

(e) “Next of kin.” An employee is “next of kin” of a Covered Servicemember if he or she is the nearest blood relative of the Covered Servicemember (other than the Covered Servicemember’s spouse, parent, or child). Unless the Covered Servicemember has specifically designated in writing a particular blood relative as his or her nearest blood relative for the purposes of the Military Caregiver Leave, the following is the order of priority used to identify the nearest blood relatives of the Covered Servicemember: (a) blood relatives who have been granted legal custody of the Covered Servicemember; (b) siblings; (c) grandparents; (d) aunts and uncles; and (e) first cousins. When no such designation is made, and there are multiple family members with the same level of relationship to the Covered Servicemember, all such family members shall be considered the Covered Servicemember’s next of kin and may take FMLA leave to provide care to the Covered Servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the Covered Servicemember’s only next of kin.

. Procedure for Requesting Leave

Who to notify of need for leave. An employee is required to notify the Company, through the Human Resources Department, of any request for FMLA leave.

Foreseeable leave. If the leave is foreseeable, such notice must be provided at least thirty (30) days prior to the date on which the FMLA leave is to commence. If thirty (30) days notice is not practicable, notice must be given as soon as practicable (normally no later than the next business day after learning of the need for leave).

Foreseeable qualifying exigency leave. For foreseeable leave due to a qualifying exigency, notice must be provided to the Company as soon as practicable regardless of how far in advance such leave is foreseeable (normally no later than the next business day after learning of the need for leave).

Unforeseeable leave. When the approximate timing of the need for leave is not foreseeable, an employee must provide notice to the Company as soon as practicable and, absent unusual circumstances, in accordance with the Company’s normal call-in procedures.

Foreseeable medical treatment. If an employee is planning medical treatment, he or she must consult with the Company and make a reasonable effort to schedule the treatment so that it does not unduly disrupt the Company’s operations.

Periodic reports. While on leave, employees are required to furnish the Company with periodic reports regarding his or her status and intent to return to work.

Early return from leave. If an employee on leave discovers that he or she is able to return to work earlier than previously indicated, he or she should notify the Company at least two (2) business days prior to the date he or she intends to return to work.

Subsequent change in need for leave. The employee must advise the Company as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown, and provide supporting documentation.

. **Intermittent Leave or Reduced Schedule**

Employees may take leave on an intermittent or reduced schedule basis in certain situations where there is a medical need for the employee or his or her parent, child, or Covered Servicemember for such leave and that medical need is best accommodated through intermittent leave or reduced schedules. Intermittent leave or reduced schedules shall be provided only in consultation with the Human Resources Department.

If an employee requests intermittent leave or a reduced schedule, the employee shall provide the Company with the anticipated timing and duration of the leave or reduced schedule. The Company may transfer the employee to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. If an employee needs intermittent leave or a reduced schedule for planned medical treatment, he or she must make a reasonable effort to schedule the treatment so that it does not unduly disrupt the Company's operations.

. **Status of Accrual Benefits During FMLA Leave**

All benefits that the Company provides which operate on an accrual basis (e.g., vacation, sick, and personal days) will cease to accrue during any period of unpaid FMLA leave.

. **Substitution of Paid and Unpaid Leave**

An employee approved for FMLA leave will be required to use all accrued, unused paid leave days (e.g., vacation, personal, and sick days) during the leave period. These paid leave days will run concurrently with unpaid FMLA leave. Once such paid leave days are exhausted, the balance of the leave will be unpaid leave in accordance with the FMLA. Unpaid leave that also qualifies for FMLA leave (e.g., leave for short-term or work-related disability or injury) will be designated as FMLA leave.

. **Employee Status and Group Health Benefits During FMLA Leave**

Employee status

An employee on approved FMLA leave will not have any previously accrued benefit altered while on FMLA leave.

Health benefits

An employee on approved FMLA leave will continue to be covered by the Company's group health plan on the same terms that would have applied if he or she had continued working during the entire leave period. Thus, any share of premiums which had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

The Company may elect, in its discretion, to terminate the health benefits of an employee on FMLA leave if that employee is more than thirty (30) days late in paying the required premiums. An employee's use of leave constitutes his or her consent to have the Company promptly deduct any unpaid employee health insurance premiums upon his or her return to work.

An employee on approved FMLA leave will be subject to any changes in the Company's group health plan that occurs while he or she is on FMLA leave (e.g., changes in coverage, premiums, deductibles).

. **Return to Work**

An employee on approved FMLA leave who fails to return to work at the end of the leave will be required to reimburse the Company for all premium payments expended by the Company on the employee's behalf during the period of unpaid FMLA leave, unless the reason the employee does not return to work is due to: (a) the continuation, recurrence, or onset of a serious health condition of the employee or the employee's spouse, son, daughter, or parent; (b) the serious injury or illness of a spouse, son, daughter, or parent, or next of kin, who is a Covered Servicemember; or (c) other circumstances beyond the employee's control.

. **Certification**

Requirement. Any request for FMLA leave must be supported by an appropriate certification from a health care provider or the United States military, as the case may be, when the request is necessitated by:

- (a) An employee's serious health condition;
- (b) A serious health condition of an employee's spouse, child, or parent;
- (c) A qualifying exigency; or
- (d) An employee providing care for a Covered Servicemember who sustained a serious injury or illness in the line of duty.

Consequences for not providing certification. Failure to provide the required certification may delay the start of FMLA leave or result in the denial of FMLA leave.

Additional certifications and medical opinions. If, at any time, the Company questions the validity of the need for leave, a subsequent recertification and additional medical opinions may be required consistent with the FMLA.

4.2. Holidays

The Company normally provides [NUMBER] paid holidays to all eligible employees, as explained below. A holiday schedule will be posted each year.

For full-time, exempt employees, holiday pay is calculated on a salary basis.

To be eligible for holiday pay, regular non-exempt full-time employees must have completed three (3) months employment with the Company and must work or receive paid leave the last scheduled day immediately preceding and the first scheduled day immediately following the holiday. Holiday pay for regular full-time employees is calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

To be eligible for holiday pay, regular part-time non-exempt employees must have completed three (3) months employment with the Company and the holiday must fall on a scheduled work day. Holiday pay for regular part-time employees is calculated based on the employee's straight-time rate (as of the date of the holiday) times the number of hours the employee was scheduled to work that day.

An approved vacation day or any other excused and paid day off is considered a day worked for the purposes of holiday pay eligibility.

Holidays falling on a Saturday are normally observed on the Friday preceding the holiday, and those falling on a Sunday are normally observed on the Monday following the holiday. When an employee is absent on an observed holiday due to a death in the immediate family, holiday pay will supersede the coincidental day(s) of bereavement; an employee will not receive both holiday pay and bereavement pay.

During periods where an employee is on either an emergency leave of absence military leave of absence, or unexcused absence, the employee will not be eligible for holiday pay.

4.3. Military Leave

Leaves of absence without pay for military or Reserve duty are granted to full-time and part-time regular employees. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you should notify your supervisor and submit copies of your military orders to him or her as soon as is practicable. You will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If you are a reservist or a member of the National Guard, you will be granted time off without pay for required military training. Your eligibility for

reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

4.4. Jury and Witness Duty Leave

All employees will be allowed unpaid time off if summoned to appear in court as a juror or a witness. Nonexempt employees may use accrued vacation or personal leave time during this period or take the time off without pay. Exempt employees will be paid their normal salary during any workweek in which they appear as a witness or juror and also perform services for the Company, regardless of the amount of time spent performing those services. An employee serving on jury duty must present the Official Certification of Jury Service to his or her immediate supervisor as soon as it is received.

4.5. Nursing Mothers

The Company will provide reasonable unpaid break time each day to allow an employee to express breast milk for her nursing child up to three (3) years following child birth. If possible, such break time should be taken during the rest breaks already provided to the employee. Any additional breaks taken to express milk may be unpaid. The Company will make reasonable efforts to provide a room or other location for the employee to express milk in private. An employee in need of such an accommodation should contact the Human Resources Department as soon as possible so that necessary arrangements can be made. The Company prohibits discrimination on the basis of the need to express breast milk.

4.6. Voting Leave

If an employee is qualified to vote and desires to do so but his or her normal work hours make voting impossible, the employee should notify his or her supervisor and Human Resources in writing not more than ten (10), nor fewer than two (2), working days before the day of the election. The written statement should include the reasons why the employee finds it impossible to vote before or after normal work hours. The supervisor and Human Resources will review the circumstances and inform the employee of what alternate arrangements can be made to allow him or her to vote and whether he or she is entitled to time off with pay, up to two (2) hours, to vote. Exempt employees may be provided additional time off with pay when necessary to comply with state and federal wage and hour laws.

4.7. Blood Donation Leave

Unless otherwise required by applicable law, upon request, employees working twenty (20) or more hours per week on average will be given three (3) hours of unpaid time off in each twelve month period to donate blood. An employee must obtain approval from his or her supervisor prior to scheduling an appointment to donate blood. Supervisors may, due to business necessities, deny a request for a particular leave time and require that the leave be taken at a more appropriate time. Employees will be required to provide documentation to verify blood donation leave and to enable the Company to classify the time spent out of the office. Retaliation for requesting a leave of absence for blood donation is prohibited.

4.8. Bone Marrow Donation Leave

Unless otherwise required by applicable law, upon request, eligible employees will be given unpaid leaves up absence to undergo a medical procedure to donate bone marrow. The combined length of the leaves will be as determined by the physician conducting the procedure, but may not exceed twenty-four (24) work hours, unless otherwise agreed by the Company. Employees will be required to provide documentation from the physician conducting the procedure to verify the need for and length of bone marrow donation leave. Retaliation for requesting a leave of absence for bone marrow donation is prohibited.

5. EMPLOYEE BENEFITS

The Company sponsors certain benefits program for eligible employees. We will provide you with additional information regarding the Company's benefits programs under separate cover. The operation of any benefit program, the amount of benefits to which employees and their beneficiaries may be entitled, and actions that employees or their beneficiaries must take to request and support a claim for benefits will be governed solely by the terms of the official plan document. For more information about any benefit programs provided to employees by the Company, please contact the Human Resources Department.

6. EMPLOYEE CONDUCT

6.1. Attendance Policy

Punctuality and regular attendance are both expected and required for all employees. We understand that illness and certain emergency situations may arise that are beyond your control. However, we also believe that our patients should be able to rely on regularity and consistency on the part of all of our employees.

Employees must, whenever possible, notify their supervisor at least thirty (30) minutes prior to the start of their regularly scheduled start time if they are going to be absent or late due to illness or any other reason. Excessive absenteeism or tardiness may be grounds for disciplinary action, up to and including termination.

6.2. Discipline and Work Rules

All employees are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that both in your business and in your personal life you refrain from any behavior that might be harmful to you, your coworkers, or the patients that we serve.

Disciplinary action will be taken in instances where an employee fails to conform to expected standards of employee conduct and behavior or violates any of the Company's rules and regulations. The decision to impose a disciplinary penalty, and the penalty to be imposed, shall be in the sole discretion of the Company. Depending upon the nature of the incident(s), an employee may be dismissed immediately or the Company may take progressive disciplinary action.

Listed below are some of the rules and regulations of the Company. This list should not be viewed as being all-inclusive. Types of behavior and conduct that the Company considers inappropriate and which could lead to disciplinary action up to and including an unpaid suspension or termination of employment without prior warning, at the sole discretion of the company, include, but are not limited to, the following:

1. Selling, delivering, distributing or dispensing medical marihuana to any individual who is not a certified patient or designated caregiver as defined by the New York Compassionate Care Act.
2. Selling, delivering, distributing or dispensing medical marihuana to a certified patient or designated caregiver in violation of the New York Compassionate Care Act.
3. Drinking alcoholic beverages or possessing alcoholic beverages or illegal drugs on Company property.
4. Reporting for work under the influence of alcohol or drugs.
5. Falsifying Company records or making false statements regarding Company records.
6. Making knowingly false misrepresentations, falsifications or material omissions during the application process or during the any Company investigation or inquiry.
7. Stealing or unauthorized possession of Company property.
8. Possession of firearms, dangerous weapons or materials on Company property.

The list of rules is not expected to be all inclusive, and we have not attempted to list all rules which would otherwise be expected through common sense or courtesy. Any employee whose performance, work habits, overall attitude, conduct, or demeanor becomes

unsatisfactory in the judgment of the Company, based on violations either of the above or of any other Company policies, rules, or regulations, may be subject to disciplinary action.

6.3. Drug and Alcohol Policy

The Company is committed to providing employees with a work environment that is free of the problems associated with the use and unlawful possession of controlled substances or alcohol. “Controlled substances” are defined as those drugs listed in Schedules I through V of Section 202 of the federal Controlled Substances Act, 21 U.S.C. 812, and include, but are not limited to: marijuana, cocaine (including “crack” and other cocaine derivatives), morphine, codeine, Phenobarbital, heroin, amphetamines, and many barbiturates.

The unauthorized use, sale, purchase, possession, distribution, dispensation, formulation, manufacture, or transfer of controlled substances on Company property or while on Company business is strictly prohibited. The restrictions in this policy do not apply to employees who are responsible or involved with distribution, dispensation, formulation, manufacturing or transfer of medical marijuana as part of their job duties. At all times during their employment, such employees will comply with restrictions concerning the handling of medical marijuana.

Further prohibited is the unauthorized use, sale, possession, distribution, dispensation, formulation, manufacture, or transfer of controlled substances on non-working time to the extent such actions impair an employee’s ability to perform his/her job.

The use, sale, possession, distribution, dispensation, formulation, manufacture, or transfer of alcohol on Company property or while on Company business is strictly prohibited. Further prohibited is the reporting to work or working under the influence of alcohol.

Failure to comply with any part of this policy will result in disciplinary action, up to or including termination of employment.

6.4. Solicitation and Distribution of Literature

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time. Employees who are not on working time (e.g. lunch breaks) may not solicit employees who are on working time for any cause or distribute any literature of any kind to them. Further, employees may not distribute literature or printed material of any kind in working areas at any time. Nonemployees are likewise prohibited from distributing material or soliciting employees on the Company’s premises at any time.

6.5. Business Ethics and Conduct

. **Compliance With Laws**

Employees must conduct all business affairs in compliance with applicable federal, state and local laws and regulations.

. Confidentiality and HIPAA

Our patients entrust us with important information relating to their personal situations and medical conditions. Furthermore, in your job position, you may have access to patients' and/or co-workers' personal information. Such personal information is confidential, and may be protected against unauthorized disclosure by law. Your employment with the Company assumes an obligation to maintain confidentiality, even after you leave our employment.

Patient confidentiality is also protected by the HIPAA Privacy Rule. The HIPAA Privacy Rule establishes national standards to protect individuals' medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health transactions electronically. The rule limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Rule also gives patients rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections. Adherence to HIPAA is crucial as an employee of the Company.

Any potential or actual violation of confidentiality will seriously injure the company's reputation and effectiveness, and may also constitute a violation of HIPAA. Therefore, do not discuss any patient information with anyone that does not have a "need to know." If you hear, see or become aware of anyone else breaking this trust, please report the incident to your supervisor or Company administration

Accessing any patient record without a clear clinical/billing need is a violation of privacy and will be grounds for immediate termination.

6.6. Company Property

Employees are responsible for all Company property, materials, or written information issued to them or in their possession or control. Employees must return all Company property immediately upon request or upon termination of employment. Except as authorized for business purposes, removal of Company property from the Company's facilities without permission may be regarded as theft. No item of Company property may be destroyed or materially altered without permission. If any employee is found with Company property in his or her possession or has been in violation of this policy in any way, he or she will be subject to disciplinary action up to and including termination.

6.7. Smoking

To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in Company facilities and vehicles is strictly prohibited. Smoking of cigarettes, including e-cigarettes, is only authorized in designated areas.

6.8. Safety and Health Policy

The Company is committed to providing a safe and healthful working environment. In this connection, the Company makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

The Company's policy is aimed at minimizing the exposure of our employees, customers, and other visitors to health or safety risks. To accomplish this objective, all Company employees are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses. The responsibilities of all employees of the Company in this regard include:

1. Exercising maximum care and good judgment at all times to prevent accidents and injuries;
2. Reporting to supervisors and seeking first aid for all injuries, regardless of how minor;
3. Reporting unsafe conditions, equipment, or practices to supervisory personnel;
4. Using safety equipment provided by the Company at all times; and
5. Observing conscientiously all safety rules and regulations at all times.

6.9. Computer, Internet and Electronic Mail Usage

. **Company Property**

All computer systems, information transmitted by, received from or stored in these systems, computer files, Internet access and software furnished to employees are Company property and are intended for business use. Employees should have absolutely no expectation of privacy in the Company's communication/computer systems. Authorized Company representatives may intercept, monitor the use of such equipment and/or gain access to any data or communication transmitted or stored on any equipment including Internet files, and E-mail files/messages. The Company has no obligation to give notice, either before or after, the review of such communications or data.

. **Email and Internet Usage**

The Company provides e-mail and internet access to certain employees for business use. Use of the Company's E-mail system and internet access during nonworking time is permissible, provided such incidental use does not:

- violate any Company Policy (including but not limited to the Company's Non-Harassment, Business Ethics and Conduct and Confidential Information policies),
- interfere with the productivity of employees or their co-workers, or
- involve large file transfers or otherwise deplete system resources available for business purposes.

6.10. Resignation and Termination

If you intend to leave the employment of Compassionate Relief Centers of New York, you should give at least two (2) weeks notice to your supervisor. However, the Company reserves the right to accept this resignation at an earlier time. Unless otherwise provided, the final paycheck will be provided in accordance with applicable and state and federal laws.

6.11. Return of Property

Employees are responsible for all Company materials, including, but not limited to credit cards, computers, other equipment, identification badges, keys, manuals, pagers, telephone cards, cellular phones, tools, uniforms, vehicles, books, computers, software, data, files, client lists, or written information issued to them, developed or prepared by them, or in their possession or control (“Company property”). All such Company property must be returned by employees to their supervisor, department head, or human resources, on or before their last day of work, or at any other time as requested by the Company.

ACKNOWLEDGMENT

I, _____ (employee name), hereby acknowledge that on _____ (date) , I received a copy of the Compassionate Relief Centers of New York (the "Company") Employee Handbook (the "Handbook") and that I read it, understood it and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify or delete the rules, regulations, procedures and benefits contained in the Handbook at any time, with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Handbook. Changes can only be made if approved in writing by a Co-Chief Executive Officer of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, procedure contained in the Handbook will not constitute a waiver of the Company's right to do so in the future.

I understand that neither this Handbook nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized Company representative, **I am employed at will and this policy does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized Company representative and this Handbook conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

Print Name: _____

Signed: _____ Date: _____

Witnessed by: _____ Date: _____
Company Representative



5/29/15

Stephen Lulla
Compassionate Relief Centers of New York, Inc.
15 Plains Rd
Cambridge, NY 12186

Stephen,

Please accept this letter as confirmation that your facility at 15 Plains Rd Cambridge NY 12186 is located in an area with internet and voice connectivity and is serviceable.

Thank you so much,

A handwritten signature in black ink, appearing to read "Mr. Gugliemelli".

Michael Gugliemelli
Account Executive
Time Warner Cable Business Class

20 Century Hill Drive
Latham, NY 12110
Office: (518) 640-8747





6/2/15

Stephen Lulla
Compassionate Relief Centers of New York, Inc.
601 W 57th St
New York, NY 10019

Stephen,

Please accept this letter as confirmation that your facility at 601 W 57th St New York, NY 10019 is located in an area with internet and voice connectivity and is serviceable.

Thanks,

Michael Gugliemelli
Account Executive
Time Warner Cable Business Class

20 Century Hill Drive
Latham, NY 12110
Office: (518) 640-8747





6/2/15

Stephen Lulla
Compassionate Relief Centers of New York, Inc.
1 Park Place
Colonie, NY 12205

Stephen,

Please accept this letter as confirmation that your facility at 1 Park Place Colonie NY 12205 is located in an area with internet and voice connectivity and is serviceable.

Thanks,

Michael Gugliemelli
Account Executive
Time Warner Cable Business Class

20 Century Hill Drive
Latham, NY 12110
Office: (518) 640-8747



Attn: Kenna Felio
 from: Carol Wheeler
 Lennys Shoe & Apparel
Primelink Bill

4 pgs

Memorial Day Weekend
 Our office will be closed on Monday, May 25th in observance of Memorial Day. We will reopen for business at 8:00 am on Tuesday, May 26th.

Happy Mother's Day
 Happy Mother's Day to all of our Primelink customers!

Summary of Payments and Current Charges

Previous Charges

Previous Bill Amount	232.99
Payments	232.99
Balance	0.00

Current Charges

Internet - Business Broadband	79.90
Local/LLD - (518) 324-7400	36.34
Local/LLD - (518) 324-7901	48.20
Local/LLD - (518) 324-7902	20.66
Local/LLD - (518) 324-7910	22.51
Federal Excise Tax	2.85
NY State Sales Tax	3.90
New York State Gross Revenue Tax Surcharge	3.73
County Sales Tax	3.90
Federal Universal Service Fund Recovery Charge	11.18
Broadband Maintenance Surcharge	10.07
Current Due	243.24

Total Due

Payments received after 4/24 will be reflected on your next statement.

243.24

PRIMELINK

Voice & Data — FiberOptic Fast

Statement:
Billing Date:9216-1
May 01 2015**Want a \$100.00 bill in your pocket? Ask us how!**

We are enlisting your support in growing our family of PrimeLink customers with our **Business to Business Referral Program**. All you have to do is refer another business to us and receive **\$100 cash!** The Business to Business Referral Program is designed for all sized businesses, realtors, and commercial landlords. All you have to do is tell a new business or existing business in the area about the value of having PrimeLink service. When that business signs a contract with PrimeLink for voice and/or data services, you will receive \$100 -in cash or via bill credit- your choice. To make a referral, contact PrimeLink at (518) 324-5465 and ask for a member of our Sales Team.

Follow Us On Facebook

Keep up with all of the latest services, products, and news by following PrimeLink on Facebook. Find us by searching "PrimeLink" or follow the link on our website at www.primelink1.com. Just click "like" on our Facebook page to stay up on the latest happenings!

Call Before You Dig or Drill

Whether you're laying a foundation for a building or planting a tree, you must first check for the existence of underground utility lines and cables. If you or your contractor hit any of these lines, the results can be costly and dangerous to everyone. Call Dig Safely New York at 811 or 1-800-962-7962 before you begin your project!

Strides for James

Please join us for the 2nd Annual Strides for James on May 9, 2015 at the Miner Institute in Chazy, NY. Strides for James is a 5k/10K run, 1 mile walk and children's run in memory of James Wilson, a passionate runner and outdoorsmen whose life was cut short in 2012. All race profits go to the James Dean Wilson Scholarship Fund at Clinton Community College.

To register go to www.active.com or send an email to stridesforjames@gmail.com.

Internet - Business Broadband

285 TOM MILLER RD PLATTSBURGH, NY

Current Monthly Charges

① High Speed Broadband	50.95
② Static IP Address (1-4)	19.95
Subtotal	70.90

Taxes

Broadband Maintenance Surcharge	10.07
Subtotal	10.07

Total Internet - Business Broadband**89.97**

Service account: 24760

- ① Failure to pay these charges will result in disconnection of local telephone service
② Failure to pay these charges will not result in disconnection of local telephone service

Local/LD - (518) 324-7400

285 TOM MILLER RD PLATTSBURGH, NY

Current Monthly Charges

② E 911 Surcharge	0.35
① Local Number Portability Surcharge	0.23
① FCC Subscriber Line Charge - Addl	7.13
① Premier Msg Rate Service	12.85
② Call ID-Name & Number	10.75
② Call ID-Name & Number	-10.75
Subtotal	20.68

Local & Long Distance Usage

② Interstate Interlata	10.10
② International	0.16
① Premier Measured Local Usage	3.21
② Intrastate Inlata	1.48
② Intrastate Interlata	0.84
Subtotal	15.88

Taxes

Federal Excise Tax	0.77
NY State Sales Tax	1.10
NY State Gross Revenue Tax Surcharge	1.06
County Sales Tax	1.10
Federal Universal Service Fund Recovery Charge	3.04
Subtotal	7.07

Total Local/LD - (518) 324-7400**43.41**

Service account: 24755

- ① Failure to pay these charges will result in disconnection of local telephone service
 ② Failure to pay these charges will not result in disconnection of local telephone service

Local/LD - (518) 324-7901

285 TOM MILLER RD PLATTSBURGH, NY

Current Monthly Charges

② E 911 Surcharge	0.35
① Local Number Portability Surcharge	0.23
① FCC Subscriber Line Charge - Addl	7.13
① Premier Msg Rate Service	12.95
① Non-List Tel # Addl	0.00
② Call ID-Name & Number	10.75
② Call ID-Name & Number	-10.75
Subtotal	20.66

Local & Long Distance Usage

② Interstate Interlata	22.82
② International	0.89
① Premier Measured Local Usage	2.14
② Intrastate Intralata	1.12
② Intrastate Interlata	0.57
Subtotal	27.54

Taxes

Federal Excise Tax	0.74
NY State Sales Tax	1.04
NY State Gross Revenue Tax Surcharge	1.42
County Sales Tax	1.04
Federal Universal Service Fund Recovery Charge	5.36
Subtotal	9.60

Total Local/LD - (518) 324-7901**57.80**

Service account: 24757

- ① Failure to pay these charges will result in disconnection of local telephone service
 ② Failure to pay these charges will not result in disconnection of local telephone service

Local/LD - (518) 324-7902

285 TOM MILLER RD PLATTSBURGH, NY

Current Monthly Charges

② E 911 Surcharge	0.35
① Local Number Portability Surcharge	0.23
① FCC Subscriber Line Charge - Addl	7.13
① Premier Msg Rate Service	12.95
① Non-List Tel # Addl	0.00
Subtotal	20.66

Taxes

Federal Excise Tax	0.67
NY State Sales Tax	0.88
NY State Gross Revenue Tax Surcharge	0.60
County Sales Tax	0.88
Federal Universal Service Fund Recovery Charge	1.24
Subtotal	4.27

Total Local/LD - (518) 324-7902**24.93**

Service account: 24769

- ① Failure to pay these charges will result in disconnection of local telephone service
 ② Failure to pay these charges will not result in disconnection of local telephone service

Local/LD - (518) 324-7910

285 TOM MILLER RD PLATTSBURGH, NY

PRIMELINK

Voice & Data — FiberOptic Fast

Statement:
Billing Date:9216-1
May 01 2015**Current Monthly Charges**

② E 911 Surcharge	0.35
① Local Number Portability Surcharge	0.23
① FCC Subscriber Line Charge - Addl	7.13
① Premier Msg Rate Service	12.95
① Non-List Tel # Addl	0.00
Subtotal	20.66

Local & Long Distance Usage

② Interstate Interlata	1.70
① Premier Measured Local Usage	0.06
② Intrastate Intralata	0.05
② Intrastate Interlata	0.04
Subtotal	1.85

Taxes

Federal Excise Tax	0.67
NY State Sales Tax	0.88
NY State Gross Revenue Tax Surcharge	0.65
County Sales Tax	0.88
Federal Universal Service Fund Recovery Charge	1.54
Subtotal	4.62

Total Local/LD - (518) 324-7910**27.13**

Service account: 24758

- ① Failure to pay these charges will result in disconnection of local telephone service
 ② Failure to pay these charges will not result in disconnection of local telephone service

Local Usage Summary**Local Usage (518) 324-7400**

Call Area	Initial Call Charge	Add'l Minute Charge	Calls	Add'l Minutes	Total
② z	\$0.015	\$0.015	129	85	3.21
Total for (518) 324-7400					3.21

① Initial 3 minutes ② Initial 1 minute

Local Usage (518) 324-7901

Call Area	Initial Call Charge	Add'l Minute Charge	Calls	Add'l Minutes	Total
② z	\$0.015	\$0.015	86	57	2.14
Total for (518) 324-7901					2.14

① Initial 3 minutes ② Initial 1 minute

Local Usage (518) 324-7910

Call Area	Initial Call Charge	Add'l Minute Charge	Calls	Add'l Minutes	Total
② z	\$0.015	\$0.015	2	2	0.06
Total for (518) 324-7910					0.06

① Initial 3 minutes ② Initial 1 minute

PrimeLink Contact Number: 518-324-5465**Long Distance (518) 324-7400**

Call No.	Date	Time	From Place	From Number	To Place	To Number	Type	Duration	Charge②
1	03/26	15:01	PLATTSBG, NY	518-324-7400	BARRE, VT	802-476-7446	1	00:00:31	0.04
2	03/27	09:27	PLATTSBG, NY	518-324-7400	MOOERS, NY	518-236-7234	1	00:01:00	0.06
3	03/27	11:07	PLATTSBG, NY	518-324-7400	WILLIAMSTN, VT	802-433-5347	1	00:05:28	0.31
4	03/27	12:35	PLATTSBG, NY	518-324-7400	MALONE, NY	518-851-4477	1	00:00:17	0.02
5	03/27	13:35	PLATTSBG, NY	518-324-7400	BURLINGTON, VT	802-355-3671	1	00:02:57	0.17

 *** TX REPORT ***

JOB NO. 2178
 ST. TIME 06/03 15:18
 SHEETS 4
 FILE NAME

TX INCOMPLETE -----
 TRANSACTION OK -----
 ERROR \\CENTURY21-PC\Fax

Fax Forwarding

Jun. 3. 2015 3:26PM

No. 9854 P. 1

Attn: Kenna Felio
 from: Carol Wheeler
 Lennys Shoe & Apparel
Primelink Bill

4 pgs

Memorial Day Weekend
 Monday, May 25th in observance of Memorial Day. We will reopen for business at 8:00 am on
 Tuesday, May 26th.

Happy Mother's Day
 Happy Mother's Day to all of our Primelink customers!

Charges and Current Charges

Charges	232.99
Previous Bill Amount	232.99
Payments	0.00
Balance	79.90
Charges	35.34
Internet - Business Broadband	46.20
Call D - (518) 324-7400	20.66
Call D - (518) 324-7901	22.51
Call D - (518) 324-7902	2.85
Call D - (518) 324-7910	3.90
Federal Excise Tax	3.73
State Sales Tax	3.90
New York State Gross Revenue Tax Surcharge	11.18
Utility Sales Tax	10.07
Federal Universal Service Fund Recovery Charge	243.24
Broadband Maintenance Surcharge	243.24
Amount Due	243.24

For 4/24 will be reflected on your next statement.

Please bring entire first page when paying in person.



Phone Number

Account Number

Page
2 of 4**Adjustments and Credits****TV**

4/24 Adj FIOS TV Basic Service

Total Adjustments**Current Activity****Monthly Charges**5/10 6/9 **Verizon Solutions for Business Bundle**
Includes:

- Solutions Bundle Line 2 Yr (includes \$13.00 for long distance on all lines included in the bundle)

- 1 Additional Line(s)

- FIOS TV Prime HD

- FIOS Internet 15M/5M

- Additional Line Promotion (\$4.00 off LD, \$16.00 off Internet)

- Promotional Bundle Credit (\$4.00 off LD, \$46.00 off Internet)

- FIOS 24 Month Special Credit (\$10.00 off Internet)

Verizon Solutions for Business Bundle Price

5/10 6/9 Usage and Itemized Calls (see Call Detail)

5/10 6/9 Verizon Long Distance Charges

- VLD Itemized Calls

5/4 6/3 (Rent): HD Set Top Box 3 @ 11.99

Monthly Charges Subtotal**Current Activity Total****Specials and Promotions**5/10 6/9 \$20 Loyalty Credit—24 mos
(\$14.00 off Local, \$6.00 off Internet)

5/4 6/3 FIOS Internet 25/25 Upgrade

Specials and Promotions Total**Taxes, Governmental Surcharges and Fees**

Federal Excise Tax

NY State and Local Sales Tax

911 Surcharge

Total Taxes, Governmental Surcharges and Fees**Verizon Surcharges and Other Charges & Credits**

NY State and Local Tax Surcharges

Federal Universal Service Fee

Federal Subscriber Line and Access Recovery Charge

NY Universal Service Fund

Regulatory Recovery Fee - Federal

Franchise Related Costs

Video Franchise Fee

Regional Sports Network Fee

NY Municipal Construction Surcharge

VLD Carrier Cost Recovery Charge

VLD Long Distance Administrative Charge

VLD Long Distance Access Charge

Total Verizon Surcharges and Other Charges & Credits**Total New Charges****Legal Notices****Electronic Fund Transfer (EFT)**

Paying by check authorizes us to process your check or use the check information for a one-time EFT from your bank account. Verizon may retain this information to send you electronic refunds or enable your future electronic payments to us. If you do not want Verizon to retain your bank information, call 1-888-500-5358.

CorrespondenceGo to verizon.com/bizcontact or mail to PO Box 33078, St. Petersburg, FL 33733**Closed Captioning Questions and Concerns?**

If you have a concern or complaint with closed captioning on a program, please call Verizon at 1.800.VERIZON. Written correspondence can be sent by fax to 1.888.806.7026, by email to videoclosedcaption@verizon.com, or by mail to Verizon, PO Box 5166, Tampa, FL 33675 Attn: Cynthia Morales, Manager.

Service Providers

Verizon NY provides regional, local calling and related features, other voice services, and FIOS TV service, unless otherwise indicated. Verizon Long Distance provides long distance calling and other services identified by "VLD" in the applicable billed line item. Verizon Online provides Internet service and FIOS TV equipment. FIOS is a registered mark of Verizon Trademark Services LLC.

Bankruptcy Information

If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

Late Payment Charge

To avoid a late payment charge of \$5 or 1.5% of your total due, whichever is greater, full payment must be received before June 1, 2015.

You Can Block Third Party Billing to Your Verizon Bill

For more information, visit verizon.com/blocking or call us at 1-800-VERIZON.

Local Franchise Authority - FIOS TV

Your FCC Community ID is: NY1789

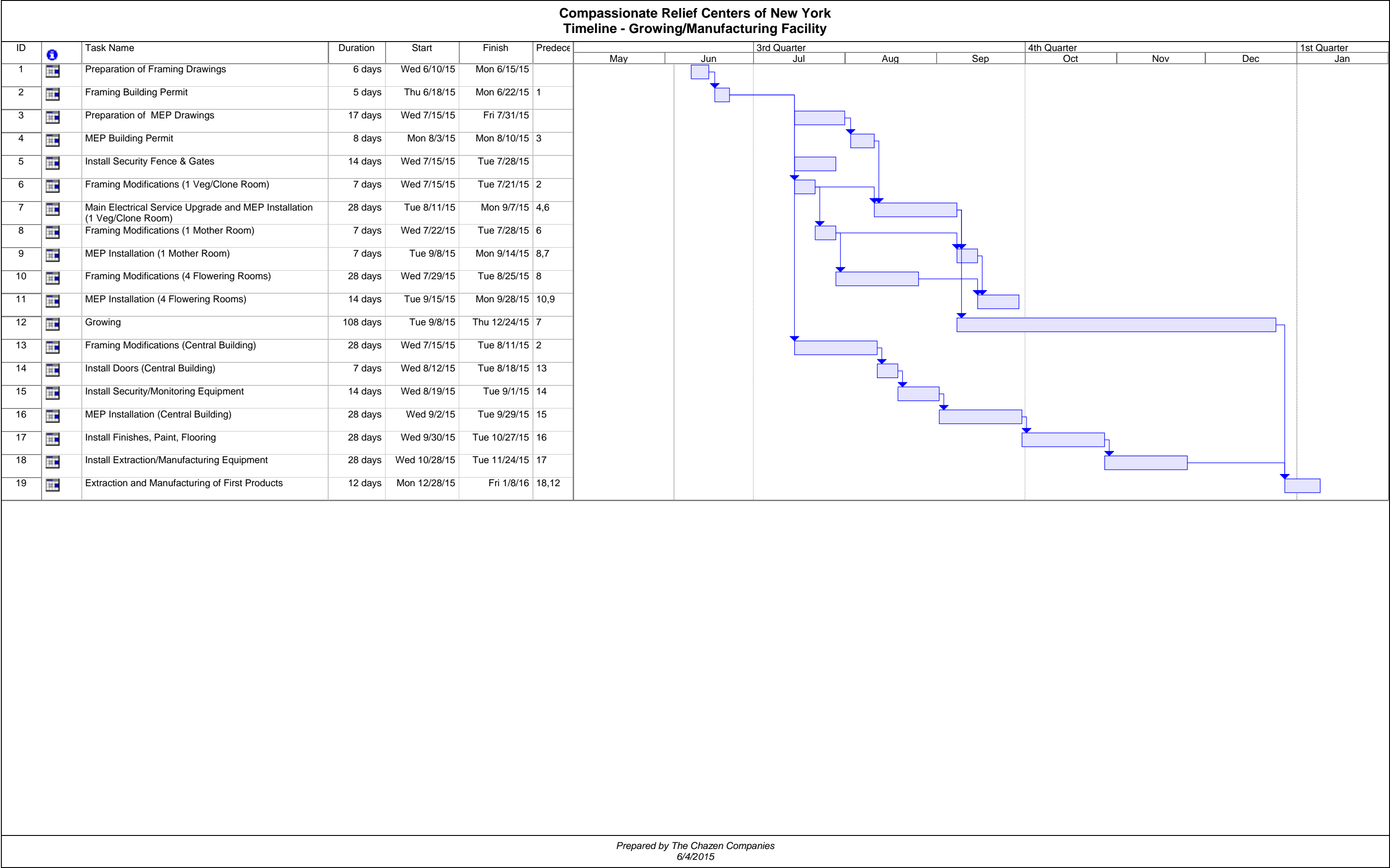
After contacting Verizon for FIOS TV issues, you may call NYS Public Service Commission at 1-800-342-3377 for unresolved inquiries.

Compassionate Relief Centers of New York

ATTACHMENT L – Timeframe from Growing Marijuana to Production of Final Product (See attached Gantt Charts)

The attached Gantt Charts include an estimate of the time required from cultivation of medical marijuana through packaging, sealing and labeling (“manufacturing”) of each lot of medical marijuana product in our Jackson facility. The Gantt Charts also include CRCNY’s estimation of construction time for build-out of all proposed facilities, specifically the manufacturing facility as that is integral in determining the company’s expected time to deliver medicine to patients.

The assumptions used in developing the construction timeline are based on conversations with Town of Jackson code officials, various construction, mechanical, electrical and security contractors, and the considerable expertise of The Durst Organization in managing complex construction projects. The timeline for manufacturing is based on the extensive experience of the CRCNY Director of Cultivation in consultation with CRCNY cultivation and processing consultants. A variable outside the control of the applicant is the time required for independent laboratory testing.



Compassionate Relief Centers of New York Timeline - Dispensary

[illegible]

LAWRENCE R. SCHILLINGER

ATTORNEY AND COUNSELOR AT LAW

**79 Columbia Street
PO Box 11182
Albany New York 12211**

**Tel: 518 459-0600
Fax: 518 677-1053
lschillinger@msn.com**

June 5, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

Re: Compassionate Sunset LLC d/b/a
Compassionate Relief Centers of New York
Application for Registration as a Registered Organization

Dear Sirs / Mesdames,

I respectfully submit this Opinion of Counsel on behalf of Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York ("the Applicant") in connection with an application to the New York State Department of Health to become a "Registered Organization" pursuant to Section 3365(9) of the Public Health Law ("the Application"). This Opinion of Counsel is provided pursuant to 10 NYCRR § 1004.5(b)(8) as referenced in Question 94 of the Application for Registration as a Registered Organization.

I am an attorney duly admitted to the practice of law in the State of New York. I am also admitted to practice before the United States District Court for the Southern District of New York, the United States District Court for the Northern District of New York, and before the United States Supreme Court.

I have reviewed Title 5-A of Article 33 of the Public Health Law, as well as the regulations promulgated thereunder set forth at 10 NYCRR § 1004 et seq. In addition, I have reviewed the relevant Local Codes as adopted in each of the municipalities in which a medical marijuana manufacturing facility and / or a medical marijuana dispensing facility are proposed to be sited by the Applicant .

New York State Department of Health
Bureau of Narcotic Enforcement
June 5, 2015
page 2

In the Opinion of Counsel, the applicant Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York 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.

The Opinion expressed herein is rendered as of the date hereof and I do not undertake to advise you of matters that may occur, arise or come to my knowledge or attention subsequent to said date that may affect the Opinion expressed herein.

Very truly yours,

Lawrence R. Schillinger

Lawrence R. Schillinger

c.c. Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York



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: Compassionate Sunset LLC d/b/a Compassionate Relief Centers of New York

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

2. Name: Helena Durst

3. Title: President

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

Helena would serve as the president of Compassionate Sunset LLC, the applicant.

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

☐ Yes ☒ No

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

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

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



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☒ Yes ☐ No

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Manhattanville College	Purchase, NY	1994	1996	N/A	
Whitman College	Walla Walla, WA	1998	2000	N/A	
Baruch College	New York, NY	2001	2003	N/A	



Appendix A:

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

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

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

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**

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



Appendix A:

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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**

From: June 2005	Name and Address of Business:	
To: Present	Just Food 1133 Avenue of the Americas, Suite 1515, New York, NY	
Business Type: Non-Profit	Office Held/Nature of Interest: Board Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: N/A	Name and Address of Business:	
To: Present	Governors Island Alliance 55 Exchange Place, New York, NY	
Business Type: Non-Profit	Office Held/Nature of Interest: Board Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: N/A	Name and Address of Business:	
To: Present	Manhattan Solid Waste Advisory Board N/A	
Business Type: Non-Profit, Non-Governmental	Office Held/Nature of Interest: Board Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



Appendix A:

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

From: August 2004	Name and Address of Business:	
To: Present	REBNY - Real Estate Board of New York 570 Lexington Avenue New York, New York 10022	
Business Type: Real Estate	Office Held/Nature of Interest: Committee 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: May 2009	Name and Address of Business:	
To: Present	Lower East Side Ecology Center P.O. Box 20488 New York, NY 10009	
Business Type: Non-Profit	Office Held/Nature of Interest: Board of Directors	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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: 	Date: June 4, 2015
Notary Name: 	Notary Registration Number: 01GR6256808
Notary (Notary Must Affix Stamp or Seal) Tanya Alexandra Grimaldo Notary Public, State of New York No. 01GR6256808 Qualified in Queens County Commission Expires Mar. 5, 2016	Date: June 4, 2015



Appendix A:

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

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

1. Business Name: Compassionate Sunset LLC

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

2. Name: Gary Rosenberg

3. Title: Trustee

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

Trustee of Trust which is the 100% member of CS Member LLC, the Manager and a Member of Applicant.

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

☐ Yes ☒ No

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

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

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



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Brooklyn Law School	250 Joralemon Street Brooklyn, NY 11201	1971	1974	J.D.	1974
Queens College of CUNY	65-30 Kissena Blvd. Flushing, NY 11367	1967	1971	B.A.	1971



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
NYS Attorney Registration	1141175	NYS Office of Court Administration 25 Beaver Street New York, NY 10004 (212)428-2800	1975	June 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**

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



Appendix A:

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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



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

From: 2013	Name and Address of Business: UJA Federation of New York 130 East 59th Street - New York, NY 10022	
To: Present		
Business Type: non-profit	Office Held/Nature of Interest: Board Member	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
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:

Date:

June 3, 2015

Notary Name:

ANALIA E. KRUKIEREK

Notary Registration Number:

01KR5027948

Notary (Notary Must Affix Stamp or Seal)

ANALIA E. KRUKIEREK
Notary Public, State of New York
No. 01KR5027948
Qualified in Westchester County
Commission Expires July 21, 2018

Date:



Appendix A:

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

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

1. Business Name:	
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.	
2. Name: Stephen Lulla	3. Title: Co-CEO/CFO
4. Briefly describe the role of this person or entity in the proposed registered organization: I will be responsible for providing strategic leadership by working with the Board and senior management to establish, implement, direct, communicate and evaluate the long-range goals, strategies, plans and policies of the company. I will continually monitor the impact of our plans and policies on the company's performance and work with Board and senior management make recommendations for improvements. I will also be responsible for all financial oversight, including budgeting, cash flow management, financial reporting and trend and investment analysis.	
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."	
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.	



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
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7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
New York University Stern School of Business	Trinity Place, NY, NY	09/87	12/90	MBA Finance	02/91
University of Maryland	College Park, MD	09/79	05/83	BS Finance	05/83



Appendix A:

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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date

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

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



Appendix A:

Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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



Appendix A:

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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:

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

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

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		




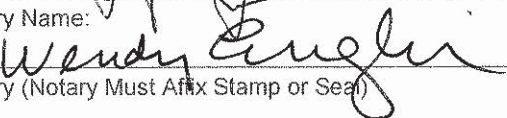
Appendix A:

**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: 	Date: May 21, 2015
Notary Name: 	Notary Registration Number: #01EN6138283
Notary (Notary Must Affix Stamp or Seal) WENDY ENGLISH Notary Public, State of New York Washington Co. #01EN6138283 Commission Expires Dec, 19, 2017	Date: 5/22/15



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.

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Syracuse University	106 Steele Hall Syracuse, NY 13244	9/95	5/99	MBA International Business	5/99
SUNY Potsdam	44 Pierrepont Ave Potsdam, NY 13676	9/83	5/88	BA Biology	5/88

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

SUNY Oswego	7060 State Rt 104 Oswego, NY 13126	8/03	5/04	Post-Bacc Pre- Medical Studies	



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
Provisional Teaching Certificate		New York State Education Department 89 Washington Ave. Albany, NY 12234		Expired
Advanced-EMT Critical Care		New York State Department of Health 875 Central Avenue Albany, NY 12206		Expired
New York Licensed Outdoor Guide		New York State Department of Environmental Conservation 625 Broadway, 3rd Floor Albany, NY 12233		Expired

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

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



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Name of Employer:		Type of Business:	
Street Address:			
City:	State:	Zip Code:	
Starting Date of Employment:		Ending Date of Employment:	
Name of Supervisor for Reference:		Supervisor Phone Number:	
Position/Responsibilities:			
Reason For Departure:			
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.			
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

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

Business Type:	Office Held/Mature of Interest:	<input type="checkbox"/> open <input checked="" type="checkbox"/> closed <input type="checkbox"/> proposed
Economic Development At large Exec Comm member		
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
New York State Authorities Budget Office P.O. Box 2076 Albany, NY 12220-0076		



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.

Ted brings a diverse background in horticulture, quality assurance, pharmaceutical sales, project management and emergency medical services. He has over 15 years of horticulture experience, [REDACTED]

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

[REDACTED] Ted has served as a member of the Town Board in Cambridge, NY. Ted served as the At large member of the Counties of Warren-Washington Industrial Development Agency, [REDACTED]

Ted believes he has the leadership skills, business acumen, and technical knowledge to be part of a successful registered organization.

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

Signature: Theodore E Bennett

Date: 6/1/15

Notary Name: Diane C Allaire

Notary Registration Number: 01AL6051525

Notary (Notary Must Affix Stamp or Seal)

Date: 6/1/15

DIANE C. ALLAIRE
Notary Public, State of New York
Qualified in Saratoga County
No. 01AL6051525
Commission Expires 12/04/18



Appendix A:

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

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

1. Business Name: <i>Compassionate Relief Centers of New York, Inc</i>	
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.	
2. Name: <i>Preston Lurie MD</i>	3. Title: <i>Medical Director</i>
4. Briefly describe the role of this person or entity in the proposed registered organization: <i>Provide strategic guidance, oversight and quality assurance as it relates to medication formulation, medical compliance, patient education and care. Keep current on medical and scientific research as it relates to the use of medical marijuana and advise on proper cannabinoid and THC dosage content.</i>	
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."	
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.	



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

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

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

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

Washington university in St. Louis	St. Louis, MO	1979	1982	A.B	5/1982
university of connecticut School of Medicine	Farmington, CT	1982	1986	M.D.	6/1986



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix A:

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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
M.D.	179491	NYS Department of Education ALBANY, NY	8-11-1989	4-30-2016
M.D.	029640	Connecticut Department of Health Hartford CT	12-23-1988	5-31-2016
DEA	BL2625474	DEA Washington DC		3-31-2018

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

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



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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



Appendix A:

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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



Appendix A:

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

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		


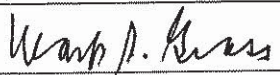


Appendix A:
**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**

19. Affirmative Statement of Qualifications

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

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

Signature: 	Date: 5-8-2015
Notary Name: 	Notary Registration Number: 600158450
Notary (Notary Must Affix Stamp or Seal)	Date: 5/8/15

MARK S. GROSS
Notary Public, State of NY
#60-158450-West. County
Commission Expires Mar 30 2018



Appendix A:

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

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

1. Business Name: Compassionate Relief Centers of New York

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

2. Name: Arthur Kersey

3. Title: Compliance Officer

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

As Compliance Officer I will be tasked with oversight of the prescriber base to confirm that all prescribers are properly registered in New York and permitted to prescribe medical marijuana. In addition I will confirm and verify patient enrollment to confirm their eligibility.

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

☐ Yes ☒ No

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

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

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

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



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ 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.

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
St. John's Univ.	Union Tpke. Jamaica, New York	9/76	5/1980	Bachelor of Arts	5/1980
St. John's Univ.	Union Tpke.	9/80	5/1983	Juris Doctor	5/1983



Appendix A:

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

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

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

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

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

Name of Employer: Drug Enforcement Administration

Type of Business: US Department of Justice



Appendix A:

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

Street Address: 99 Tenth Avenue		
City: New York	State: New York	Zip Code: 10019
Starting Date of Employment: March 5, 1984		Ending Date of Employment: March 8, 2014
Name of Supervisor for Reference: [REDACTED]		Supervisor Phone Number: [REDACTED]
Position/Responsibilities: I was the Associate Special Agent in Charge for Operational Support in charge of the administrative functions of the New York Division. This included oversight of the physical security, finance section, electronic surveillance section and the intelligence programs. I was the first line manager for approximately 150 people including criminal investigators. I began my career as a Criminal Investigator (Special Agent) in 1984.		
Reason For Departure: [REDACTED]		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		



Appendix A:

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



Appendix A:

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

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



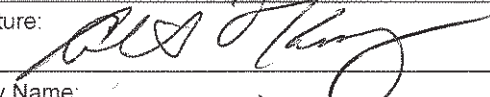

Appendix A:

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

19. Affirmative Statement of Qualifications

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

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

Signature: 	Date: 5/24/15
Notary Name: ANN E. DEGRECORIS	Notary Registration Number: NO 01DE4771465
Notary (Notary Must Affix Stamp or Seal)  ANN E. DEGRECORIS NOTARY PUBLIC, State of New York No. 01DE4771465 Qualified in Nassau County My Commission Expires October 31, 2018	Date: 5/24/15



Appendix A:

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

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

1. Business Name: Compassionate Relief Centers of New York

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

2. Name: Jordan Fogel

3. Title: RPH

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

Supervising Pharmacist responsible for daily operations including directing others in state laws and regulations to insure compliance. Supervising the storage, dispensing and record keeping of all drugs. Maintaining the proper registration of the pharmacy.

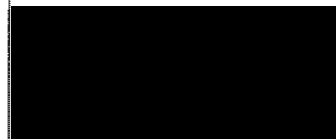
5. Will this person or entity come into contact with medical marijuana or medical marijuana products?

☒ Yes ☐ No

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

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

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





Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Arnold & Marie Schwartz College of Pharmacy	75 Dekalb Ave Brooklyn NY 11201	1978	1983	BS Pharmacy	09/01/1983



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
BS Pharmacy	038396	NYS Board of Pharmacy 89 Washington Ave Albany NY 12234	03/30/2013	03/30/2016

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



**Department
of Health**

Medical Marijuana Program
Application for Registration as
a Registered Organization

Appendix A:

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

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



Appendix A:

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
<p>18. Offices Held or Ownership Interest in Other Businesses</p> <p>List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.</p> <p>Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input type="checkbox"/> Yes <input 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**

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



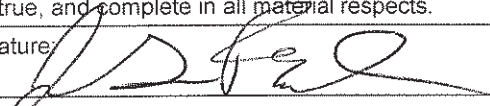
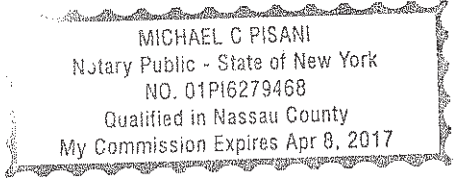
Appendix A:

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

19. Affirmative Statement of Qualifications

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

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

Signature: 	Date: 5/22/15
Notary Name: Michael C. Pisani	Notary Registration Number: 01P16279468
Notary (Notary Must Affix Stamp or Seal) 	Date: 5/22/15



Appendix A:

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

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

1. Business Name: Compassionate Relief Centers of New York, Inc.

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

2. Name: Alan Brockbank

3. Title: Security Director

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

Provides compliance oversight for the physical security program and other company efforts to prevent and detect diversion, theft, or loss of marijuana and marijuana products and provide secure working environments for employees.

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

☒ Yes ☐ No

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

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

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

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



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
☐ Yes ☒ 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.

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Webster University	470 East Lockwood Avenue St. Louis, Mo. 63119-3194	2006	2008	MA - Bus. & Org. Security Management	12/20/2008
State University of New York	101 Broad St, Plattsburgh, NY 12901	1994	1996	BS - Business Management	12/20/1996
Community College of the Air Force	100 South Turner Boulevard, Montgomery, AL 36114- 3011	1987	1990	AS - Security Administration	08/24/1990
Clinton Community College	136 Clinton Point Drive Plattsburgh, NY 12901	1988	1990	AAS - Business Administration	05/26/1990



Appendix A:

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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date

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

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



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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



Appendix A:

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<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:		




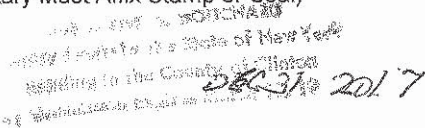
Appendix A:

**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: 	Date: 05/28/2015
Notary Name: ANTHONY S. BAICHARD	Notary Registration Number: 01B00365000
Notary (Notary Must Affix Stamp or Seal) 	Date: 5/28/15



Appendix A:

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

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

1. Business Name: Compassionate Relief Centers of New York, Inc.	
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.	
2. Name: Bethany O'Grady	3. Title: See below
4. Briefly describe the role of this person or entity in the proposed registered organization: My role will be Manager of Extraction and Internal Testing. I will be in charge of extracting the oils from the marijuana plant as well as the laboratory testing of the product through various stages of production. My role is to ensure that the final packaged product meets NYS specifications for purity, uniformity, stability and dosage level.	
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."	
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.	



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.

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Plattsburgh State University	Plattsburgh, NY	1980	1984	BS Chemistry	May 1984
UMass Lowell	Lowell, MA	1988	1989	MEd Curriculum and Instruction	May 1989



Appendix A:

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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Public School Teaching Certificate	Certificate #: 078447687	University of the State of NY Education Department, 89 Washington Ave, Albany, NY 12234	9/1998	permanent
		NYSED General Information 518-474-3852		

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

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

Name of Employer:
Type of Business:



Appendix A:

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

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



Appendix A:

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



Appendix A:

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

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



Appendix A:

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

19. Affirmative Statement of Qualifications

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

My chemistry degree and lab experience make me qualified to be a laboratory manager. [REDACTED]

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

As a community member I have been a volunteer, serving in many capacities over the years. [REDACTED]

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

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: <i>Bethany O'Grady</i>	Date: <i>5/20/2015</i>
Notary Name: <i>Wendy English</i>	Notary Registration Number: <i>WASHCO #01EN6138283</i>
Notary (Notary Must Affix Stamp or Seal) WENDY ENGLISH Notary Public, State of New York Washington Co. #01EN6138283 Commission Expires Dec. 19, 20 <u>17</u>	Date: <i>5/20/2015</i>



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: <u>COMPASSIONATE RELIEF CENTERS OF NEW YORK</u>	
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.	
2. Name: <u>JAMIE SNYDER</u>	3. Title: <u>SENIOR CULTIVATION MGR</u>
4. Briefly describe the role of this person or entity in the proposed registered organization: <u>All Aspects of propagation, growing, and harvesting medicinal marijuana.</u>	
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."	
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.	



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.

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
HUDSON VALLEY COMMUNITY COLLEGE	80 VANDENBURGH AVE TROY, N.Y. 12180	1-1986	5-1988	Associates Criminal Justice	5-1988



Appendix A:

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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date

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

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

Name of Employer:

Type of Business:



Appendix A:

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

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



Appendix A:

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input type="checkbox"/> Yes <input type="checkbox"/> No		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		




Appendix A:

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

19. Affirmative Statement of Qualifications

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

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

Signature: 	Date: 5-22-15
Notary Name: Wendy English	Notary Registration Number: #01EN6138283
Notary (Notary Must Affix Stamp or Seal) WENDY ENGLISH Notary Public, State of New York Washington Co. #01EN6138283 Commission Expires Dec: 19, 2017	Date: 5/26/15



Appendix A:

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

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

1. Business Name: Compassionate Relief Center of New York

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

2. Name: Erich I McEnroe

3. Title: Director of Cultivation

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

- Apply and coordinate day-to-day activities of the Senior Cultivation Manager and Cultivation Technicians
- Ensure complete compliance with applicable New York statutes and regulations
- Direct cultivation activities according to CRCNY's standard operating procedures
- Report progress to COO and statistical performance as measured against cultivation schedule every two weeks
- Schedule, recruit and vet all members of the cultivation staff

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

☒ Yes ☐ No

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

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

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



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

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

Institution	Address	From	To	Degree Received	Date Received
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Redacted pursuant to N.Y. Public Officers Law, Art. 6

SUNY Cobleskill	State Route 7 Cobleskill NY 12043	09-1999	05-2004	B.T. Agricultural Business and Marketing	05-2004



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
New York State Real Estate Sales Person	40MC1034738	New York State Department of State	11-01-14	11-01-16

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

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

Reason For Departure:

Name of Employer:

Type of Business:



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

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



Appendix A:

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
From: 12-2013	Name and Address of Business: Millerton Co-Op, PO Box 491, Millerton, NY 12546	
To: Present		
Business Type: Retail	Office Held/Nature of Interest: Board Memeber	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

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.

My ability to work in a highly diverse environment with many aspects of agricultural and retail experience will contribute to the success of CRCNY as Director of Cultivation [REDACTED]



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

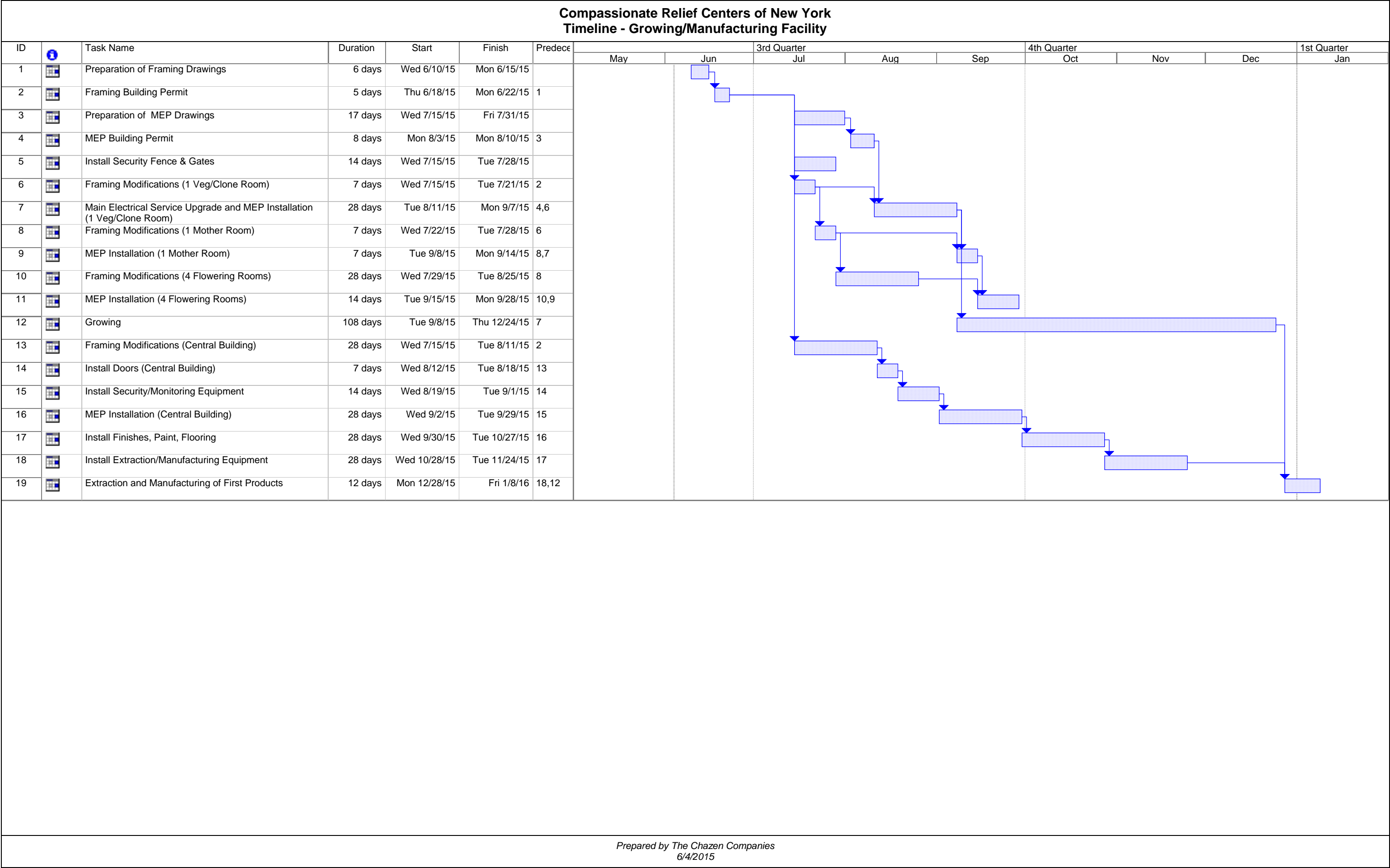
Since an early age agriculture has been a large part of my life and continues to this day. It has lead me to many positions that I am currently serving, such as Board Member to the highly success Millerton Co-op in which my position allows me to make decisions on four retail stores which has a gross revenue of \$12 Million yearly. [REDACTED]

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

[REDACTED] In addition, I'm currently serving a seven year term on the planning board for the Town of Amenia New York.

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

Signature: 	Date: 6/3/15
Notary Name: Tracey Fitterer	Notary Registration Number: 01F16307714
Notary (Notary Must Affix Stamp or Seal) 	Date: 6/3/15





Town of Jackson, Washington County, New York
Compassionate Relief Centers of New York
Site Simulation



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Town of Jackson, Washington County, New York
Compassionate Relief Centers of New York
Site Plan



PC15-078
June 2015

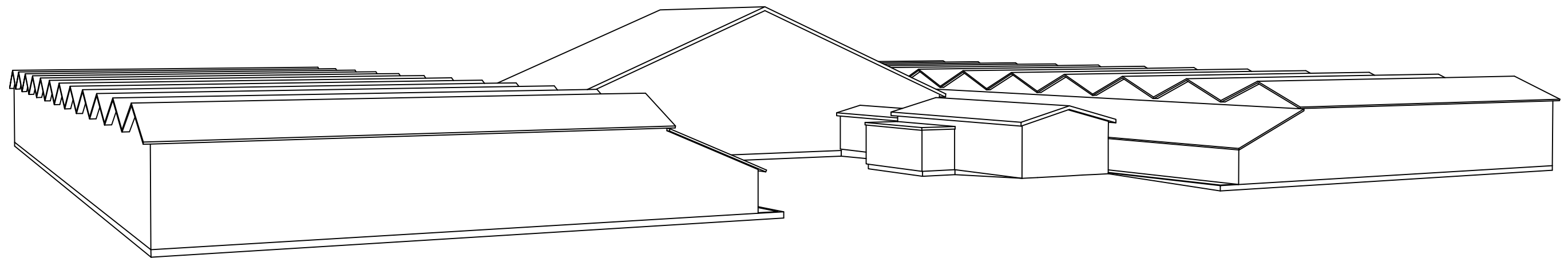


150 DEPOT STREET
P.O. BOX 10
BENNINGTON VT 05201
(802) 447-1402



COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816

PROPOSED CONDITIONS
PLAN



NOT TO SCALE



150 DEPOT STREET
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(802) 753-7469



COMPASSIONATE RELIEF CENTERS OF NEW YORK
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JACKSON, NEW YORK 12816

OVERALL FACILITIES PLAN



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COMPASSIONATE RELIEF CENTERS OF NEW YORK
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CENTRAL BUILDING
FIRST FLOOR PLAN



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(802) 753-7469



COMPASSIONATE RELIEF CENTERS OF NEW YORK
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JACKSON, NEW YORK 12816

CENTRAL BUILDING
SECOND FLOOR PLAN



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(802) 753-7469



COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816

EMERGENCY EXIT PLAN



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(802) 753-7469



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CENTRAL BUILDING
FIRST FLOOR
EMERGENCY EXIT PLAN



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CENTRAL BUILDING
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EMERGENCY EXIT PLAN



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CENTRAL BUILDING
FIRST FLOOR
SECURITY PLAN



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CENTRAL BUILDING
SECOND FLOOR
SECURITY PLAN



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COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
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TYPICAL MOTHERING UNIT



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COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
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TYPICAL CLONING
AND CURING UNIT



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(802) 753-7469



COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
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TYPICAL FLOWERING UNIT

Redacted
pursuant to
N.Y. Public



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COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
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TYPICAL MECHANICAL
AND DRYING UNIT

A:\1-PROJECTS\COMPASSIONATE RELIEF CENTERS OF NEW YORK\1-DRAWINGS\15 SCHEDULES\15 SCHEDULES.DWG 01 June 2015 11:41:27

DOOR SCHEDULE					
MARK	SIZE		MATERIAL	RATING	REMARKS
	HEIGHT	WIDTH			
A	7'-0"	3'-0"	HM	-	-
A1	7'-0"	3'-0"	HM	-	LEVEL III SECURITY
B	7'-0"	3'-6"	HM	-	-
B1	7'-0"	3'-6"	HM	-	LEVEL III SECURITY
C	7'-0"	3'-6"	HM	A LABEL	FIRE ALARM HOLD-OPEN
D	7'-0"	3'-0" (x2)	HM	-	DOUBLE DOOR
E	7'-0"	3'-0"	INSUL HM	-	-
F	7'-0"	3'-0" (x2)	INSUL HM	-	DOUBLE DOOR
G	8'-0"	8'-0"	STEEL	-	OVERHEAD DOOR
H	7'-0"	3'-0"	INSUL STL	-	-
J	7'-0"	3'-0"	HM	-	ALARMED, EMERGENCY EGRESS ONLY
K	7'-0"	3'-0"	INSUL HM	-	ALARMED, EMERGENCY EGRESS ONLY

- CLOSERS TO BE INSTALLED ON:
1. EXTERIOR DOORS
 2. DOORS WITH ACCESS CONTROL
 3. TOILET AND LOCKER ROOM DOORS
 4. FIRE RATED DOORS

PLUMBING FIXTURE SCHEDULE *		
ROOM	QTY	TYPE
MEN'S RESTROOM AND LOCKERS	1	WATER CLOSET
	1	URINAL
	2	LAVATORY
	1	SHOWER ENCLOSURE
WOMEN'S RESTROOM AND LOCKERS	2	WATER CLOSET
	2	LAVATORY
	1	SHOWER ENCLOSURE
DRINKING FOUNTAINS	2	ADA "HIGH-LOW"

- EXIT DEVICES TO BE INSTALLED ON:
1. OUTSWING EXTERIOR DOORS

* ALL PLUMBING FIXTURES SHALL BE ADA-COMPLIANT

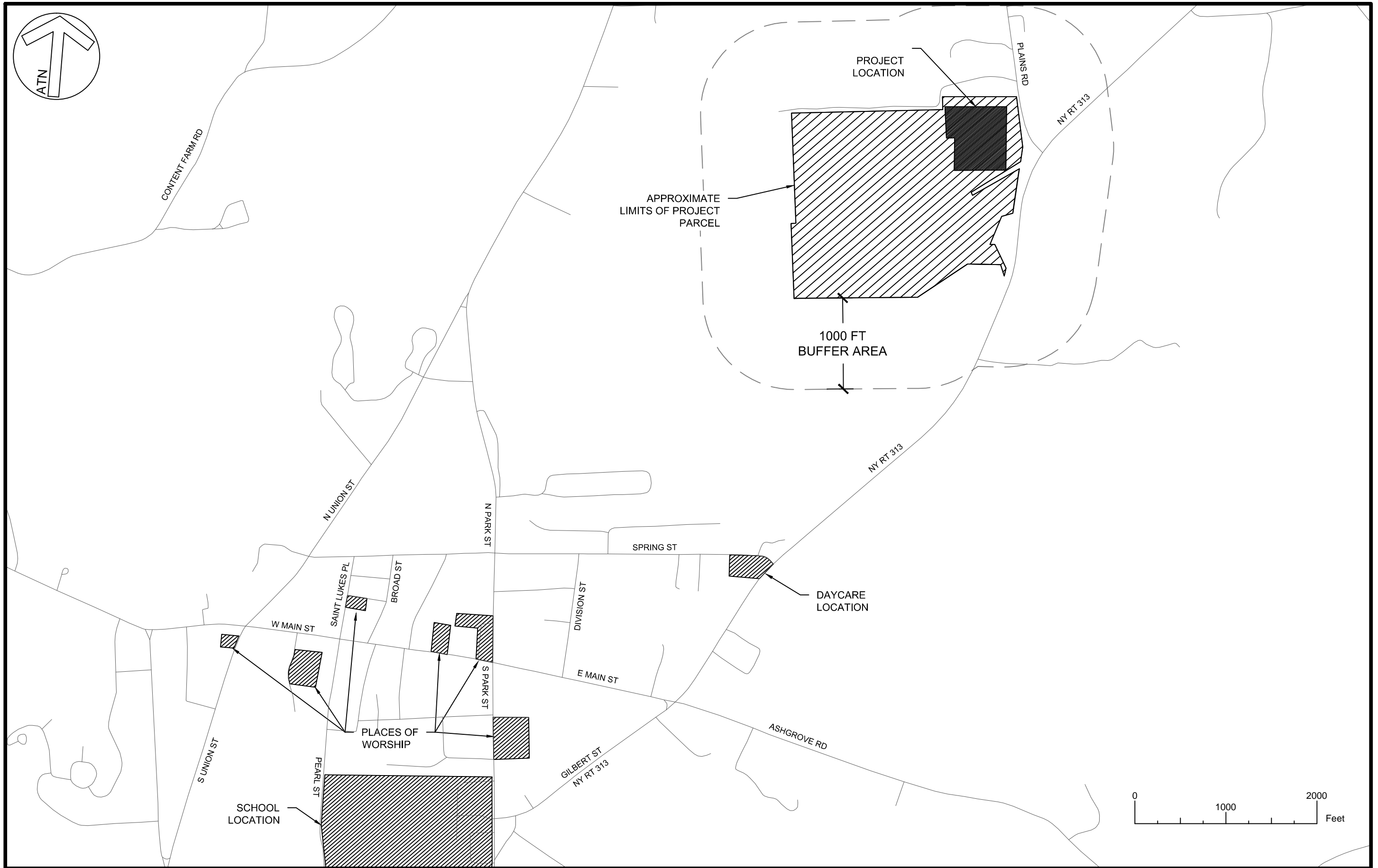


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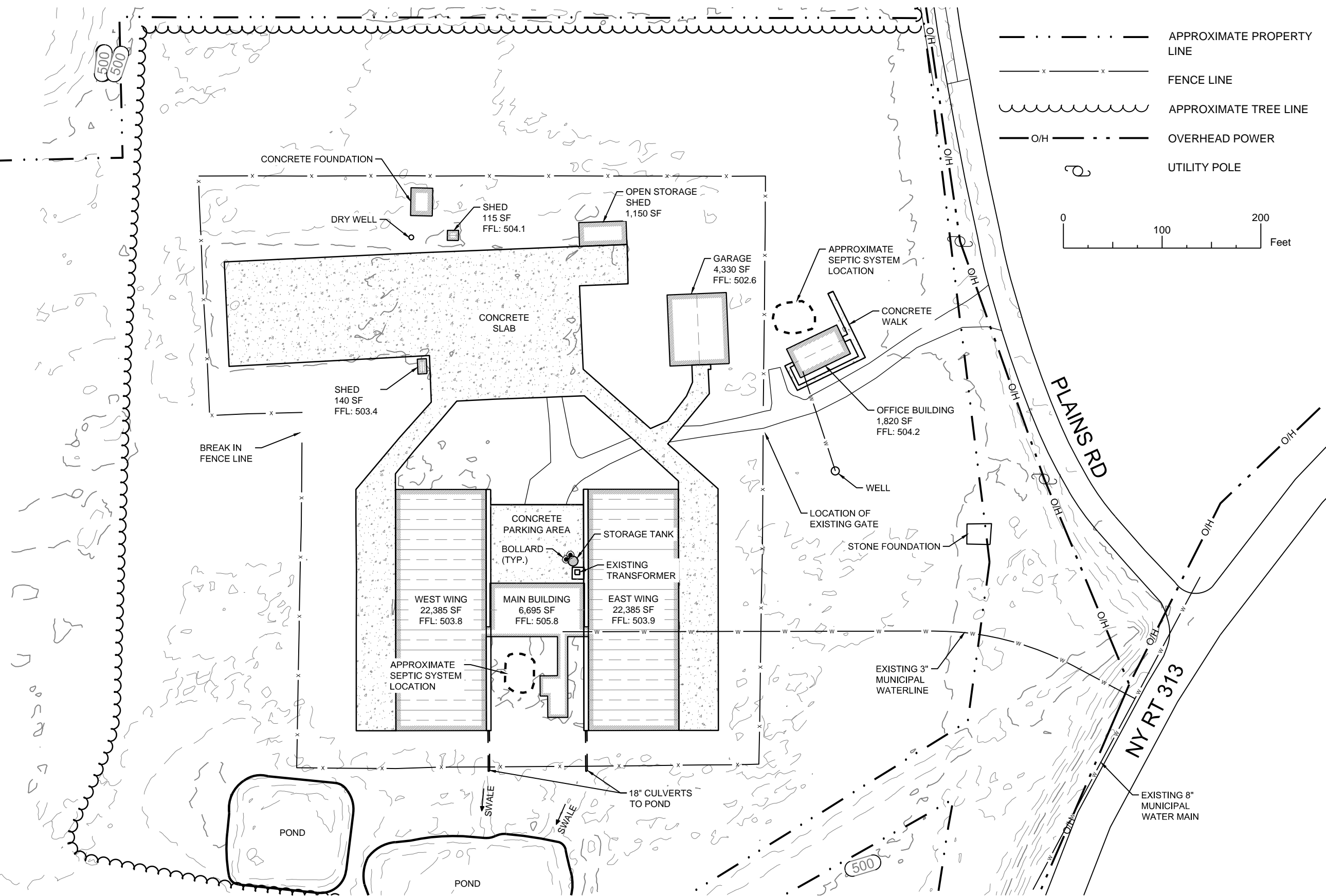
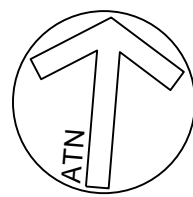


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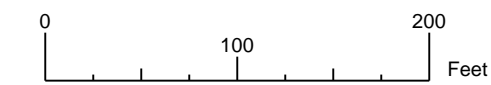


COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816

LOCUS MAP



- . . . --- APPROXIMATE PROPERTY LINE
- x --- FENCE LINE
- ~~~~~ APPROXIMATE TREE LINE
- O/H --- OVERHEAD POWER
- ⊕ UTILITY POLE



PLAINS RD

NY RT 313



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COMPASSIONATE RELIEF CENTERS OF NEW YORK
15 PLAINS ROAD
JACKSON, NEW YORK 12816

EXISTING CONDITIONS
PLAN



COMPASSIONATE RELIEF CENTERS OF NEW YORK

JACKSON, NY

OUTLINE SPECIFICATION

15 Plains Road, Jackson, NY 12806

May 29, 2015

The following outline specification relates to Conceptual Line-Drawings dated May 2015, and are organized according to CSI UniFormat™ categories, by location and by building element.

The specification is prepared for licensing review, prior to creation of a MasterFormat™ Bid Specification. It is not for use in construction.

1. General Building Data:

- 1.1. Proposed Building Areas within existing Agricultural Building for Proposed Natural Pharmaceutical facility, consisting of three structurally separate portions: a central block flanked by two grow-houses wings.
 - 8,372 s.f. of Remodeled Office Space (Central Block)
 - 22,385 s.f. of Renovated Growing (Production) Space (West wing)
 - 1,000 s.f. of Mechanical Space
 - 22,385 s.f. s.f. of vacant space for Future Expansion (East wing)
- 1.2. Use Groups Per IBC-2012:
 - Center block type F1 Industrial,
 - Growing (Production) Space (West wing) Type U "Utility".
- 1.3. Construction Type: V-B, wood-framed/ unprotected with new sprinkler system.
- 1.4. There are also a number of outbuildings on the property which will receive general and structural repairs as needed, but will not be significantly modified.

A Site Preparation and Substructure:

A10 FOUNDATIONS

- 1 Existing Foundations to Remain: Typical throughout main building.

2 New/ Altered Foundations:

- .01 Poured concrete structural post bases to depth indicated, where required for new exterior stair and for general structural remediation and reinforcing.
- .02 Repairs and alterations to existing concrete slab-on-grade to extent indicated.

B Shell: Existing Construction Type V-B:

B10 SUPERSTRUCTURE

- 1 Existing Central (Admin) Block is of steel-framed construction, with wood upper floor joists and rafters. Minor alterations will be made to suit floor plan changes, including new stairs.
 - .01 New CMU Area Separation Walls between Central Block and both wings shall be supported on existing concrete substructure.
- 2 New exterior egress stairs to South of center block:
 - .01 Pressure-treated lumber construction.
 - .02 Painted galvanized steel pipe rails to new stair and as required for code upgrade to existing concrete steps and ramp.
- 3 Existing West grow-house wing shall be re-framed with wood posts and roof trusses, within existing SIPS enclosure, for structural stability.
- 4 East wing shall remain vacant and unaltered for future use.

B20 ENCLOSURE (WALLS)

- 1 Existing enclosure to entire walls and roof is steel-skinned SIP system.
 - .01 New sections of infill wall where overhead doors removed: metal stud framing with profiled color-coated steel exterior cladding and interior liner panels. Rigid insulation equivalent to R19.5 continuous, per Commercial Energy Code.
 - .02 Similar panel and insulation finish system on furrings over new CMU walls.

- .03 Air sealing of renovated wings: closed cell spray foam and sealants to wall & roof intersection with walls and to door & window surrounds in center block, method to be determined in grow wing.

2 Doors and Windows:

- .01 Existing overhead doors to most of the West wing shall be removed as indicated. Overhead doors to remain shall be serviced.
- .02 Typical new exterior doors & frames: Insulated metal with vision panels where indicated, exit devices & closers. Safety glass where required.
- .03 Typical door hardware: Full mortise locks, electric strikes, card-readers etc. compatible with security and access control systems.
 - a ADA-compliant electrical opening system to new main entrance door.
 - b Install Knox Box at main entrance adjacent to Security Office, or where agreed with AHJ.
 - c Gypsum board interior head and jamb reveals, or as existing.
- .04 New thermally broken aluminum windows. Low-e glass.
 - a Graham windows or similar.
 - b Gypsum board interior head and jamb reveals to match existing adjacent, interior sill detail as indicated.

B30 ROOFING

- 1 Grow-house wing roofs have existing deteriorated membrane finish over the SIPS.
 - .01 Strip existing roof membrane to West wing, with individual damaged substrate boards. Install new thermoplastic membrane system complete with replacement substrate boards and cover board as may be required, and including flashings & trim.
No roofing work to East wing.
- 2 Center block roof is profiled metal sheet in good condition: no action required.

- .01 Provide additional cellulose insulation to attics and to voids over occupied areas to bring R-values up to code. Loose fill to horizontal areas, dense-pack to vertical and cathedral areas.
- 3 New canopy roof over new exterior stairs: Asphalt shingles on plywood sheathing.

C Interiors:

C10 INTERIOR CONSTRUCTION

- 1 NOTE: See F10 below for Clean Room requirements.
- 2 Partitions: 2x4 wood stud w/ 5/8" Grade X gypsum board partition walls for typical areas. Studs shall extend to framing above.
 - .01 New partitions in grow house wing 2x6 framing.
 - .02 Allow for glass fiber acoustic insulation in 50% of partitions.
 - .03 Moisture resistant glass fiber reinforced gypsum board sheathing to interior walls in wet areas.
 - .04 Gypsum board Level 4 finish in typical areas and Level 1 in concealed spaces and where covered by FRP board & similar.
- 3 Doors and Glazing:
 - .01 Typical new interior doors: Painted hollow metal doors, fire and acoustic ratings and vision panels as scheduled. Standard hollow metal frames including sidelites, transoms and interior windows.
 - a Sound attenuating doors to have automatic door bottoms and full sound-seal gaskets.
 - .02 Door hardware: Full mortise locks, electric strikes, card-readers etc. compatible with security and access control systems. Exit devices, closers, etc where scheduled. ADA compliant lever furniture, US26D.
 - .03 Interior glazing shall include safety glass as required. Fire rated vision panels shall include safety-rated wired polished plate glass.
- 4 Fittings:
 - .01 Signage:

- a Room identification signage with interchangeable name strips for office doors.
- b Interior ADA compliant miscellaneous fixed signage for equipment identification, secure and restricted areas, stairways, statutory Fire Service construction type notices, etc.
- c Bulletin boards in break room and main circulation areas for statutory signage, etc.
- d Framed fire exit plans.

.02 Rest room fittings:

- a ADA compliant stainless steel bathroom accessories for restrooms and at all sanitary plumbing fixtures, including, per location:
 - 1. Grab bars.
 - 2. Glass wall mirrors, stainless-steel framed, per location.
 - 3. Sanitary napkin dispensers and disposal receptacles.
 - 4. Enameled metal lockers.
 - 5. Blocking and installation for wall-mount items by Owners' vendor:
 - a. Towel dispensers.
 - b. Toilet tissue dispensers.
 - c. Sanitizer and soap dispensers.

.03 General Fittings:

- a AWI "Custom" grade plastic laminate finished casework and counters to break room and laundry.
 - 1. Stainless steel rails in coat closets.
 - 2. Hanging rails, hooks, etc to Cloaking room.
- b Melamine-faced storage shelving on adjustable support track for supply closets.

1. Stainless steel mop rails in janitor closets.

c Mini blinds to all exterior windows.

C20 STAIRS

- 1 New code-compliant stairway to replace existing: wood construction, rubber treads & risers, purpose-made ADA compliant hardwood handrail on Wagner wall-brackets.

C30 INTERIOR FINISHES

- 1 General finishes as noted in Finish Schedule. Notes on Materials:

.01 Acoustic Ceiling Tile where indicated:

- a Office areas: fine-textured Armstrong Cortega Second Look square-edged ceiling panels and grid.

.02 General Wall and Ceiling Finishes on Gypsum Board Substrate:

- a Low-luster acrylic paint to ceilings and soffits.
- b Pearl finish acrylic latex paint to general walls, eggshell in rest rooms, break rooms, and work/ storage rooms.
- c Wainscot in restrooms & utility, and full wall finish where indicated: FRP panels, 1/8" thickness, adhered to substrate.

.03 Doors, Frames and Standing & Running Trim: Where not factory-finished, paint wood and hollow metal items in semi-gloss/ waterborne (low VOC) alkyd.

.04 General Floor Finishes:

- a Typical grow-house areas: Epoxy overlay finish on Concrete Substrate.
- b Typical office floor finish: Medium grade commercial carpet.
- c Ramped entrance hallways: Ribbed rubber flooring.
- d Typical work areas and wet areas: anti-static resilient sheet flooring: use heat-welded or chemical-welded joints in wet areas.

.05 Base and Accessories:

- a Rubber Base and Carpet Transition Accessories.
- b Rubber cove base for resilient tile floor and straight base for carpet as indicated.

D Building Services:

REFER TO ATTACHED MECHANICAL/ PLUMBING AND ELECTRICAL OUTLINE SPECIFICATIONS PER ENGINEERING SERVICES OF VT

D40 FIRE PROTECTION

- 1 Install two separate full NFPA-13 sprinkler systems, in the Center Block and West grow-house wing. Interconnect to fire alarm system.
 - .01 Provide risers where indicated connected to municipal main, and branch with shut-off for future entrance to East wing.
 - .02 Include wet-pipe system in occupied areas and dry heads in attics.
- 2 Fire Protection Specialties
 - .03 Provide new fire extinguishers in rated recessed cabinets, as designated and located by AHJ and Architect.

E Equipment and Furnishings:

E10 EQUIPMENT

- 1 Laundry and break room appliances: microwave, refrigerator, stacked washer/ dryer unit
- 2 Process equipment and casework by Owner.
- 3 Office furniture, including systems furniture, conference room equipment: all by Owner.
- 4 Security cabinets & equipment by Owner.
- 5 Maintenance and janitorial equipment by Owner.
- 6 Provide blocking and coordinate installation of all equipment noted to be by Owner.

E10 FURNISHINGS: N. I. C.

F Special Construction and Demolition:

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

F20 SELECTIVE DEMOLITION

- 1 Strip out existing items in Project Area as indicated, or down to structure.
 - .01 Within grow-house wing, carefully shore and support walls & roof for replacement of existing framing with new.
- 2 Comply with statutory requirements for handling asbestos-containing and/or other hazardous materials. Refer to Owner's test results for guidance.

G Building Sitework:

G10 SITE PREPARATION

- 1 Site clearance for new paved areas, strip & reserve topsoil, grade & prepare.
- 2 Remove existing site improvements to be replaced.

- 3 Install silt fence and temporary erosion control measures. Inspect and clear dams regularly.

G20 SITE IMPROVEMENTS

- 1 Pedestrian and Vehicular Paving.

.01 Typical new walks and driveways to be 5" poured in place concrete with divisions at 5'-0" intervals over 6" bank run gravel, 6" processed gravel subbase and woven geotextile.

.02 Where indicated, new compacted "Sure-Pack" type gravel paving at least 6" thick over 6" bank run gravel, 6" processed gravel subbase and woven geotextile.

.03 Where indicated, new asphalt vehicular paving to DOT spec.

- 2 Fine grading as required: Spread and grade topsoil reserved from on site.

.01 Broadcast seeding to lawn areas, Conservation Mix.

- 3 Site Furnishings.

.01 New security fences and gates as indicated.

G30 SITE CIVIL/ UTILITIES

- 1 Sewer: Existing septic system to remain. Service as required.

- 2 Storm Drainage: Existing system to remain.

.01 New yard drain as indicated, tied into existing storm sewer.

G40 SITE ELECTRICAL UTILITIES

.01 Refer to attached Outline Electrical Specification.



9 Washington Street
Rutland, Vermont 05701
Tel: 802-855-8091

Compassionate Relief Centers of New York
15 Plains Road, Cambridge, New York 12816
Electrical Systems Design Concept
May 28, 2015

DIVISIONS 26/27/28 ELECTRICAL

1. General

- a. Provide a complete electrical system in accordance with all applicable codes, to include modifications to the existing electrical distribution systems, general power, lighting, lighting controls, telecommunications systems and support of the Owners security systems as appropriate for the renovations to this industrial building to retrofit to the needs of the Compassionate Relief Centers of New York (CRCNY). Codes applicable to the electrical work on this project are the Building Standards and Codes as developed by the State of New York Department of State, Office of Planning and Development. These Codes are based upon 2010 International Code Council (ICC) Codes and include, but are not limited to:
 - i. 2010 Building Code of New York State
 - ii. 2010 Existing Building Code of New York State
 - iii. 2010 Fire Code of New York State
 - iv. 2010 Energy Conservation Construction Code of New York State
 - v. NFPA 70-2008 National Electrical Code (NEC)
- b. Provide electrical installation, specifically lighting, lighting controls and maximum voltage drops meeting the requirements of the Energy Conservation Construction Code and the Federal Energy Code.
- c. Coordinate with contractors of other trades (general, civil/site, mechanical, plumbing, temperature control) as necessary to provide an overall professional and complete project.

2. Existing Electrical

- a. The existing electrical service will be replaced, from the utility transformer outside, into the building and including the main switch and distribution equipment.
- b. There will be selective demolition of electrical equipment and wiring throughout the building to accommodate the needs of CRCNY.
- c. Scope of electrical demolition will be identified during the development of the construction documents.

3. Electrical Service and Distribution

- a. Existing electrical service from National Grid exists into the site, underground, to a utility owned, pad mount, liquid filled transformer.

- b. A new, 2,500 Amp, 277/480V, 3 phase, 4 wire electric service will be provided to the building.
 - i. This electric service is sized to serve the load of the renovated West Cultivation Wing, the Central Processing and Administration area and the future loads of the East Cultivation Wing.
 - ii. Preliminary load calculations indicate that the connected electrical load associated with the present proposed renovations (West Wing, Central Area) will be 1,004 KVA (1,209 Amp at 480V, 3 phase).
 - iii. Preliminary load calculations indicate that the connected electrical load associated with the full build out of the project (West Wing, Central Area, East Wing) will be 1,938 KVA (2,334 Amp at 480V, 3 phase).
 - iv. The National Electrical Code (NEC) provides little allowance for considering the diversity in the loads of an industrial building when sizing an electric service and distribution. Although there will be diversity in the operations of the loads (scheduled lighting, scheduled HVAC), there will be cases where the schedules are altered and the loads could potentially operate simultaneously.
- c. The new electrical service will require coordination with National Grid, but it is likely that the primary wiring into the site will be adequate. Likely the only work necessary will be to replace the National Grid transformer, and potentially the concrete pad/vault that it sits on.
- d. Secondary service to the building is underground; multiple parallel sets of aluminum conductors in conduit.
- e. A standby power generator system shall be installed which will provide complete back-up to the facility. It is estimated that the generators will be three paralleled 300KW/375KVA, 277/480V, 3 phase, 4 wire. Generators will be diesel fired, self-contained units with weatherproof enclosures and base fuel tanks to provide a minimum 24 hours of standby power to the facility. The generators shall connect into the electrical distribution system through an automatic transfer switches.
- f. Electrical distribution will be fed from the main switchboard to a series of smaller circuit breaker panels. There will be 277/480V distribution as well as 120/208V distribution, sub fed through dry transformers.
 - i. In general, loads are expected to operate at the following voltages:

1. General lighting:	277V
2. Production Lighting:	277V
3. Central HVAC:	480V, 208V
4. Production HVAC:	480V
5. Boiler equipment:	208V, 120V
6. Process RO Equipment:	480V
7. Misc. building and process equipment:	208V, 120V
- g. There is the potential that photovoltaic panels will be installed in the future and either tied into the existing building distribution system or connected directly to the utility.
- h. Wiring Methods:

- i. Follow all applicable codes and use good electrical construction practices when determining types of wiring methods and sizing of conductors and conduit. Install all power, control and signal wiring using methods as follows.
 1. Underground Wiring or Beneath Concrete Slab: Individual conductors in schedule 40 PVC rigid non-metallic conduit (RNC) for direct burial; transition to schedule 80 PVC RNC (heavy wall) where conduit rises to be exposed above grade or concrete slab, from a minimum of 24" below finished grade.
 2. Exposed Exterior Wiring: Individual conductors in galvanized steel rigid metal conduit (RMC).
 3. Exposed Interior Wiring: Individual conductors in electrical metallic tubing (EMT) with set screw fittings.
 4. Concealed Wiring: Individual conductors in electrical metallic tubing (EMT) with set screw fittings or multiple conductor metal clad (type MC) cable.
 5. Final connections to mechanical/vibrating equipment will be maximum 4' flexible metallic conduit (FMC) in dry areas and liquid tight flexible metallic conduit (LFMC) in damp/wet areas.
- ii. All wiring in finished areas will be routed concealed and devices will be flush/recessed mounted. Wiring in the utility and industrial areas will be exposed. Wiring routed exposed on vertical surfaces will be routed vertically; horizontal wiring will be routed at the ceiling level of these spaces, not on the walls.
- iii. Provide an insulated equipment ground conductor within all cables and raceways.

4. Lighting

- a. For general use lighting, "High Performance T-8" fluorescent or LED (light emitting diode) light source luminaires shall be utilized throughout the facility. Lighting controls will incorporate automatic measures allowing the lighting levels to be reduced or lights turned off based upon occupancy contribution, as possible. It does not appear that there is any opportunity to implement daylighting controls in this facility.
- b. Exterior lighting will be building mounted, and will be LED light source, full cut-off wall packs or recessed downlights.
- c. The life safety lighting within the building (exit and emergency lighting) will be provided throughout the building as necessary. Exit signage will be LED type with integral batteries for self-powered operation upon loss of utility power. Emergency lighting fixtures will be a combination of battery packs with integral lighting heads, powering remote light head units as necessary and battery/inverters in the luminaires themselves.
- d. Process lighting and controls will be as directed by the Production Consultant. It is understood that the bulk of this lighting will be 600W high pressure sodium luminaires in the Flowering Rooms with compact fluorescent lamps in the Mother Rooms.

5. General Power

- a. General use receptacles will be provided throughout the building as necessary and appropriate to supplement receptacle devices which presently exist. Ground fault interrupting type receptacles and circuit breakers will be provided as necessary to provide required protection.

- b. All receptacles will be specification grade 20A 120VAC receptacles.
 - c. Power connections shall be provided to all new HVAC and plumbing equipment provided as part of this project, as well as all 120 VAC systems control wiring.
 - i. HVAC for the central area of the building
 - ii. HVAC for each of the production rooms
 - iii. Power connections for dehumidification equipment in the production rooms
 - d. Power feeds will be provided to all building and process equipment.
 - i. Power connections to high pressure sodium grow-light systems in the Flowering Rooms
 - ii. Power connections to the process equipment, including twisters, conveyors, wall fans, foggers, and reverse osmosis equipment.
6. Life Safety Systems
- a. Life safety lighting was addressed in the Lighting portion of this design concept.
 - b. Through review of the Fire Code, it appears that this building is classified “Group F-1”, Medium Hazard Factory Industrial.
 - i. Fire Code 907.2.4 indicates that a fire alarm system is not required for Group F occupancies with an occupant load of less than 100.
7. Telecommunications:
- a. Existing telecommunications services exist in the building, presently. CRCNY must determine if these services suit the needs of their operations.
 - b. Voice and data cabling along with devices and connection equipment will be provided as necessary to suit the needs of the CRCNY operations.
8. Security:
- a. The building will have a security system and presently it is planned that CRCNY will coordinate directly with their security Vendor for this system.
 - b. Power supplies, conduit and boxes will be provided to support the security system. Extent of this work will be coordinated with the security system Vendor.



9 Washington Street
Rutland, Vermont 05701
Tel: 802-855-8091

Compassionate Relief Centers of New York

15 Plains Road, Cambridge, New York 12816

Mechanical and Plumbing Systems Design Concept

May 27, 2015

DIVISIONS 22 PLUMBING

1. General:

- a. Provide a complete plumbing system in accordance with all applicable codes for the renovations to this industrial building to retrofit to the needs of the Compassionate Relief Centers of New York (CRCNY). Codes applicable to the plumbing work on this project are the Building Standards and Codes as developed by the State of New York Department of State, Office of Planning and Development. These Codes are based upon 2010 International Code Council (ICC) Codes and include, but are not limited to:
 - i. 2010 Building Code of New York State
 - ii. 2010 Existing Building Code of New York State
 - iii. 2010 Fire Code of New York State
 - iv. 2010 Energy Conservation Construction Code of New York State
 - v. 2010 Plumbing Code of the State of New York
- b. Coordinate with contractors of other trades (general, civil/site, mechanical, electrical, temperature control) as necessary to provide an overall professional and complete project.
- c. The facility has two on-site wells, which are anticipated to be capable of meeting the water demands for watering and domestic usage. The site also has municipal water available for future development for this site. The capacity of the existing wells will be evaluated by conducting well yield tests to determine if they have sufficient capacity to serve this facility. If they are found to be insufficient a new municipal water supply line will be provided.
- d. The peak water demand for the Central Area is 22 GPM.
- e. The average peak usage for plant irrigation is estimated to be 25 GPM.
- f. Condensate drainage from the HVAC systems will be reclaimed, treated, filtered and re-used for irrigation of the plants. RPZ backflow preventers will be installed on the water irrigation supply lines.
- g. Drainage system for the grow rooms exists and will be utilized to support the proposed operations.
- h. A separate sanitary drainage system will be provided for the central toilet rooms.
- i. An indirect fired domestic water heater with thermostatic mixing valve shall be provided for the central area toilet rooms and utility spaces.

- j. Domestic water distribution piping will be type “L” copper.
- k. Sanitary waste and vent systems for the project will be schedule 40 PVC using DWV fittings.
- l. Domestic water piping for the project will be insulated to comply with the State of NY Energy Code.

DIVISION 23 MECHANICAL**1. General:**

- a. Provide a complete mechanical system in accordance with all applicable codes for the renovations to this industrial building to retrofit to the needs of the Compassionate Relief Centers of New York (CRCNY). Codes applicable to the mechanical work on this project are the Building Standards and Codes as developed by the State of New York Department of State, Office of Planning and Development. These Codes are based upon 2010 International Code Council (ICC) Codes and include, but are not limited to:
 - i. 2010 Building Code of New York State
 - ii. 2010 Existing Building Code of New York State
 - iii. 2010 Fire Code of New York State
 - iv. 2010 Energy Conservation Construction Code of New York State
 - v. 2010 Mechanical Code of the State of New York
- b. Coordinate with contractors of other trades (general, civil/site, electrical, plumbing) as necessary to provide an overall professional and complete project.

2. 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

4.

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

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

5.

6. Office Air Handling HVAC System:

- a. Provide a 3 ton, 1200 CFM, VAV air handler with DX cooling coil, 50 MBH hot water coil and 3 ton outdoor condensing unit. Unit will provide 200 CFM fresh of outdoor air.
- b. Zones will be provided for the following:
 - i. Restricted Access Corridor: 485 CFM, VAV box, 26.0 MBH hot water reheat coil.
 - ii. Central Corridor: 325 CFM, VAV box, 1.5 MBH hot water reheat coil.
 - iii. Locker Rooms: 110 CFM, VAV box, 1.5 MBH hot water reheat coil.

- iv. Conference Rooms: 280 CFM, VAV box, 7.8 MBH hot water reheat coil.
- c. A 200 CFM roof top exhaust fan will be provided for the toilet and locker rooms, exhaust will be ducted from each room, as follows:
 - i. Each Toilet Room will be provided with 50 CFM of exhaust.
 - ii. Locker Room will be provided with 50 CFM of exhaust.

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

7.

8.

9. Security Area Air Handling Unit:

- a. Provide a 1 ton, 400 CFM, air handler with DX cooling coil, hot water coil and 1 ton outdoor condensing unit.
- b. The unit heating coil will have a rated heating output of 10 MBH.
- c. System will provide 200 CFM of fresh air to make-up air exhaust by the process.
- d. Storage and Staging Area
 - iv. Provide a 20 MBH hot water unit heater

10. Gas Fired Boiler for Office Lab Area:

- a. Provide a separated combustion, 200 MBH hot water boiler to heat the center building. This boiler will be provided with a lead/lag pumps as well as distribution piping to heating coils and the indirect hot water heater.
- b. All heating unit coils and unit heaters will be provided with control valves.
- c. A 40 gallon indirect fired hot water heater with coil supplied from the gas fired boiler. A dedicated heating pump will be provided for this water heater.
- d. Heating piping for the central air handler will be type "L" copper, all piping will be insulated to meet the State of NY Energy Code.
 - i. Air duct distribution will be constructed using galvanized steel constructed using SMACNA Standards. All branch ductwork will be provided with volume dampers. All ductwork will be insulated to meet the State of NY Energy Code.



New York American Water
60 Brooklyn Avenue
Merrick, NY 11566

May 12, 2015

Request for ~~Water Availability~~
Proposed New Dwelling
15 Plains Road
Cambridge, NY 12816

To Whom it May Concern:

This will acknowledge receipt of your letter concerning the availability of water service at the above mentioned location.

New York American Water facilities presently exist to provide service to this location consistent with our present operation, system performance and our rules and regulations as filed with the New York State Service Commission.

The following additional requirements are made part of the availability letter

1. Conformance with State and local health department regulations for cross connection.
2. The New York State Environmental Conservation Law (ECL) sets a performance standard for water closets at 1.6 gallons per flush (1.6 gallons per flush for urinals, 1.5 per minute for lavatory faucets, 2 gallons per minute for shower heads and all other faucets). We require you to conform to the Conservation Law.

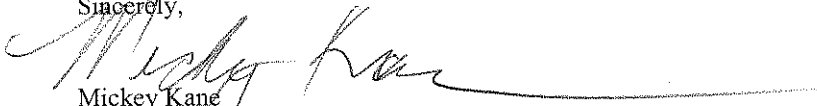
The recent limitations imposed by the New York State Department of Environmental Conservation on production by New York American may reduce the quantity of water to all our customers. Therefore, we advise you that water availability is subject to future regulatory order by D.E.C.

The water meter and cross connection installations must be approved by New York American. In addition, the cross connection installation must also be approved by the Nassau County Health Department. Any questions regarding cross connection may be forwarded to Linda Ellison of our Cross Connection Department

You must contact our Construction Department at 900-1197 or 900-1192 prior to construction so that we can determine the proper location for the water service and process your job application. This will help ensure prompt installation of your water service.

Please note that this Letter of Availability is valid through July 31, 2016. If construction has not started by this date a renewal letter required. Application for renewal must be submitted to the company by May 31, 2016.

Sincerely,


Mickey Kane
Operations Manager



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:	
Facility Type:	Manufacturing Facility Dispensing Facility
Use and Occupancy Classification:	
Building Construction Type and Classification:	
Facility Address:	
Primary Contact Telephone number:	
Primary Contact Fax number:	

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

<input type="checkbox"/>	TOWN BOARD APPROVAL
<input type="checkbox"/>	PLANNING BOARD APPROVAL
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input type="checkbox"/>	BUILDING PERMIT
<input type="checkbox"/>	BIDDING PHASE
<input type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input 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: | |
| <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Electric |
| <input type="checkbox"/> Other | _____ |
| Engineering Systems: | |
| <input type="checkbox"/> Heating System: Type _____, Size _____, Efficiency _____, | |
| Ventilation Requirements _____ | |
| <input type="checkbox"/> Cooling System: Type _____, Size _____, Efficiency _____, | |
| Ventilation Requirements _____ | |
| <input type="checkbox"/> Ventilation & Humidification Systems: | |
| Type _____, Size _____, Efficiency _____, | |
| Ventilation Requirements _____ | |
| <input type="checkbox"/> Electrical Distribution Available _____ | |
| <input type="checkbox"/> Water Supply: Municipal Water Service _____ or Private Well Water _____ | |
| <input type="checkbox"/> Sewage: Municipal Sewer System _____ or Private Septic System _____ | |
| <input type="checkbox"/> 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 type="checkbox"/>	OTHER



Appendix B – Architectural Program

Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
Select Work Involved: Check all that apply.	<input type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input type="checkbox"/> Mechanical <input type="checkbox"/> Plumbing <input type="checkbox"/> Electrical	<input type="checkbox"/> Site Work <input type="checkbox"/> Sprinkler <input type="checkbox"/> Elevators <input type="checkbox"/> Other: _____

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

- Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC: Fire Code**, **PC: Plumbing Code**, **MC: Mechanical Code**, **FGC: Fuel Gas Code**, **ECCC: Energy Conservation Code**.
- 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**
- Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.		



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.		
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.		
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		
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).		
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).		
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).		
10	Construction Classification	602		Provide Construction Classification per each building included in Application.		
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.		



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).		
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.		
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.		
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.		
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.		
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.		



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.		
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: <input type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.		
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.		
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.		
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)		



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.		
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.		
25	Exits	1001.1 & 2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.		
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.		
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.		
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.		
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.		



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).		
48	Available Street Water Pressure			Provide the available street or well water pressure.		
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.		



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:	Compassionate Relief Centers of New York
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	M, Mercantile
Building Construction Type and Classification:	Type IIIB
Facility Address:	215 Tom Miller Road, Plattsburgh NY 12901
Primary Contact Telephone number:	Not Available
Primary Contact Fax number:	Not Available
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 type="checkbox"/>	BIDDING PHASE
<input 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 checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input checked="" type="checkbox"/> Percentage of Green Space |
| <input checked="" type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input checked="" type="checkbox"/> Accessible Parking Spaces | <input checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" 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.

Space will receive heating, cooling and ventilation through forced hot air/central air system. HVAC system will be high efficiency, oil fired and sized specifically for the lease space.

Energy Source:

- | | | |
|--------------------------------------|---|--|
| <input type="checkbox"/> Natural Gas | <input checked="" type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |

Engineering Systems:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Heating System: | Type _____, Size _____, Efficiency _____, |
| | Ventilation Requirements _____ |
| <input checked="" type="checkbox"/> Cooling System: | Type _____, Size _____, Efficiency _____, |
| | Ventilation Requirements _____ |
| <input checked="" type="checkbox"/> Ventilation & Humidification Systems: | |
| | Type _____, Size _____, Efficiency _____, |
| | Ventilation Requirements _____ |
| <input checked="" type="checkbox"/> Electrical Distribution Available | _____ |
| <input checked="" type="checkbox"/> Water Supply: | Municipal Water Service <u>X</u> or Private Well Water _____ |
| <input checked="" type="checkbox"/> Sewage: | Municipal Sewer System <u>X</u> or Private Septic System _____ |
| <input checked="" type="checkbox"/> Emergency Power System: | |
| | Type <u>Battery</u> , 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 checked="" type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input checked="" 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 checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>	OTHER



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix B – Architectural Program

Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input checked="" type="checkbox"/> Alteration Level 2 (Tenant Fit-Up)	<input type="checkbox"/> Alteration Level 3 <input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
	Select Work Involved: Check all that apply.	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical

CODE COMPLIANCE REVIEW						
Applicant shall provide all applicable information in regards to the code topic and section listed below. 1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: <i>Fire Code</i> , PC: <i>Plumbing Code</i> , MC: <i>Mechanical Code</i> , FGC: <i>Fuel Gas Code</i> , ECCC: <i>Energy Conservation Code</i> . 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: <i>Not Applicable</i> , NR: <i>Not Required</i> , NP: <i>Not Permitted</i> 3. Provide your facilities "Actual" value for each required standard as per applicable code section.						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	M, Mercantile (Pharmacy)	M, Mercantile



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).	4 stories 50,000 SF (With 300% sprinkler increase)	1 story 22,000 SF Total Building 1,200 SF Lease Space
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	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
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type I, Type II & Type III	Type IIIB
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.	2 hour exterior walls	2 hour (CMU) exterior walls



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 hr	2 hr
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA	
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NA	
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	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
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NA	
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 System required for building area increase	NFPA 13 System
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	
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	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)	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
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Accessible connection	Accessible connection provided
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.	Only 1 exit is required from lease space	2 exits are provided
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.	30 gross Mercantile on first floor	40 occupants
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	0.15*40=6"; sections below will govern	>32"
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.	1 accessible means of egress	First floor lease space with at grade 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
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	32" min	>36"
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, first floor space	
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA, at grade exit discharge	
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.	NA	
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	1 exit (40 occupants)	2 exits
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	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
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	NA	
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.	1 required for lease space	2 provided, both exist directly to grade
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NA	
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	



Appendix B – Architectural Program


No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	To grade	To grade
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	1 accessible means of egress and accessible rest rooms	At grade access to building, accessible rest rooms provided
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).	R-20 walls R-38 roof	Lease space with limited exterior walls. Building was constructed in 2014 and ⁺
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Egress signs and illumination	Battery backup for security systems, exit signs and emergency lights will be ⁺
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NA	







Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

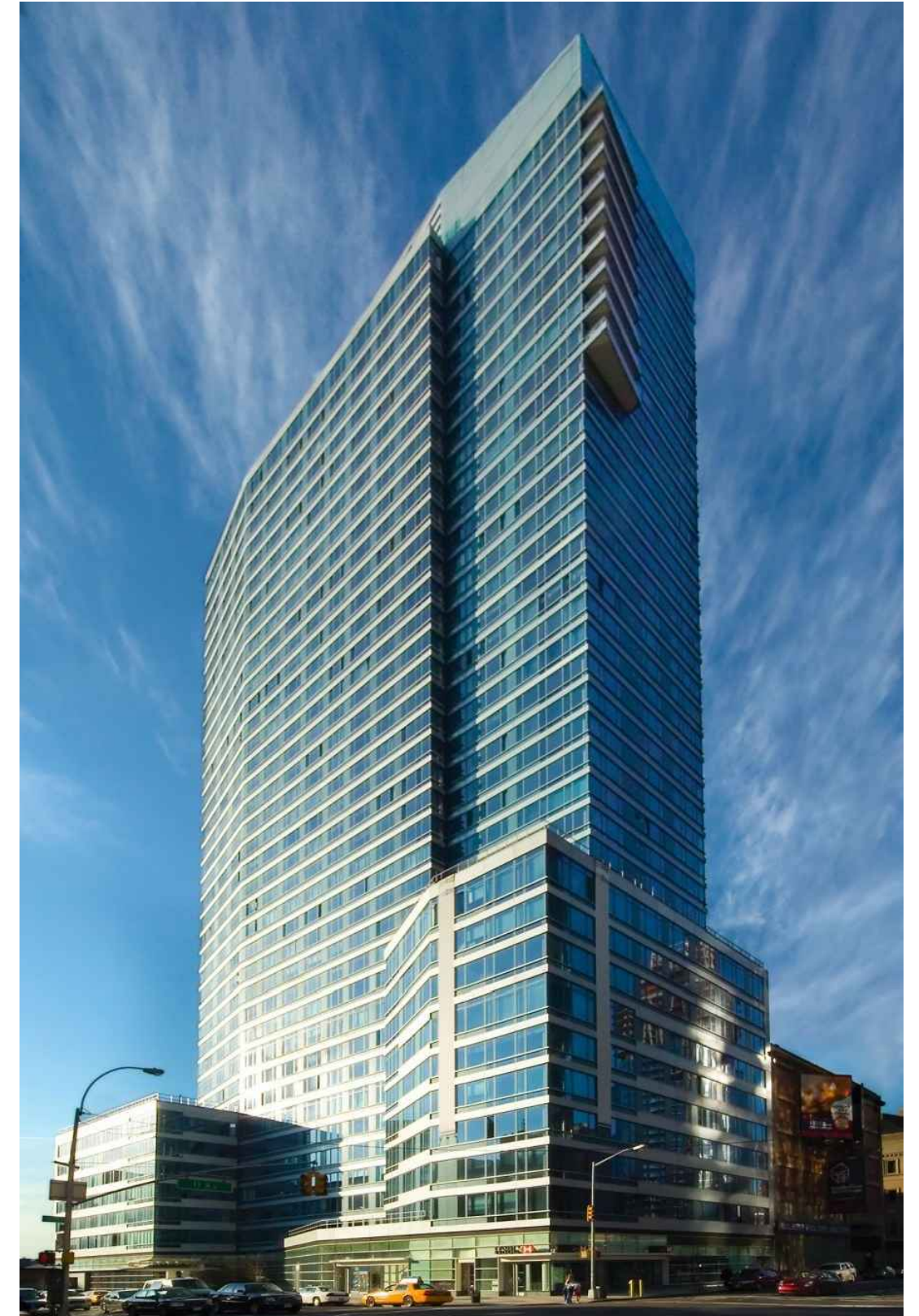
Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s); the minimum plumbing facilities as per applicable plumbing code(s).	1 coed facility (<50 occupants ,M occupancy)	Public, accessible rest rooms provided within building, 3 
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.	20' minimum width within 300' of building	>20' width within 150' of building

Compassionate Relief Centers of New York
Timeline - Dispensary

ID		Task Name	Duration	Start	Finish	Predecessor	3rd Quarter					4th Quarter			1st Quarter
							May '15	Jun '15	Jul '15	Aug '15	Sep '15	Oct '15	Nov '15	Dec '15	Jan '16
1		Preparation of Construction Drawings	19 days	Mon 10/19/15	Fri 11/6/15								<div></div>		
2		Building Permit	5 days	Mon 11/9/15	Fri 11/13/15	1							<div></div>		
3		Construction	46 days	Mon 11/16/15	Fri 1/1/16	2							<div></div>		

Prepared by The Chazen Companies
6/4/2015



MANHATTAN DISPENSARY

CONCEPT PLAN 1/8" = 1'



THE
Chazen
COMPANIES
Proud to be Employee Owned



Compassionate Relief Centers of New York Display Rendering

81519.00
June 2015



THE
Chazen
COMPANIES
Proud to be Employee Owned



Compassionate Relief Centers of New York Display Rendering

81519.00
June 2015



Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION

Business Name:	Compassionate Relief Centers of New York
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	C4-7; Retail Use Group 6-C
Building Construction Type and Classification:	Fireproof building. Construction Classification I-C
Facility Address:	601 W 57th Street, New York, NY 10019
Primary Contact Telephone number:	Not Available
Primary Contact Fax number:	Not Available

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

<input type="checkbox"/>	TOWN BOARD APPROVAL
<input type="checkbox"/>	PLANNING BOARD APPROVAL
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input type="checkbox"/>	BIDDING PHASE
<input 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 checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input checked="" type="checkbox"/> Percentage of Green Space |
| <input checked="" type="checkbox"/> Staff Parking Spaces | <input checked="" type="checkbox"/> Location of Emergency Power Systems |
| <input checked="" type="checkbox"/> Accessible Parking Spaces | <input checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" 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:	<input checked="" type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Oil	<input checked="" type="checkbox"/> Electric
		<input checked="" type="checkbox"/> Solar	<input type="checkbox"/> Other _____	
(2) 300HP Steam Boilers directly serving base building ACUs w/ steam coils, unit heaters, H&V units, and shell & tube HXs to provide hot water to serve console water sourced heat pumps in the apartments.	Engineering Systems:			
1100 Ton condenser water system serving base building water cooled ACUs and console water sourced heat pumps in the apartments.	<input checked="" type="checkbox"/> Heating System:	Type _____, Size _____, Efficiency _____,		
		Ventilation Requirements _____		
	<input checked="" type="checkbox"/> Cooling System:	Type _____, Size _____, Efficiency _____,		
		Ventilation Requirements _____		
	<input checked="" type="checkbox"/> Ventilation & Humidification Systems:			
		Type _____, Size _____, Efficiency _____,		
		Ventilation Requirements _____		
	<input checked="" type="checkbox"/> Electrical Distribution Available	_____		
	<input checked="" type="checkbox"/> Water Supply:	Municipal Water Service <u>X</u> or Private Well Water _____		
	<input checked="" type="checkbox"/> Sewage:	Municipal Sewer System <u>X</u> or Private Septic System _____		
	<input checked="" type="checkbox"/> Emergency Power System:			
		Type <u>Gen</u> , Size <u>300kW</u> , 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 checked="" type="checkbox"/>	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) New York City Electric Code, Based on 2005 NEC
<input type="checkbox"/>	2014 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>	2008 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>	1968 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>	OTHER



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

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Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input checked="" type="checkbox"/> Alteration Level 1 <input type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
	Select Work Involved: Check all that apply.	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input checked="" type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

- Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.**
- 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**
- Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312	NYCBC 309.1	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	M, Mercantile (Pharmacy)	M, Mercantile *2008 NYCBC utilized for code compliance of lease space



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	NYCBC 501-507	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	Unlimited	38 Stories 25,000 SF (ground floor)
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	NA for lease space	



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
10	Construction Classification	602	NYCBC 602.2	Provide Construction Classification per each building included in Application.	Type I	Type IA
11	Fire Resistance Rating Req'm't for Building Elements	Table 601	NYCBC Table 601	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	3 hr Structural frame, 3 hr bearing walls, 2 hr floors, 1-1/2 hr roof	3 hr structural frame, 3 hr bearing walls, 2 hr floors and 1-1/2 hr roof



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602	NYCBC Table 602	Identify required fire resistance rating of exterior walls on Building Plan(s).	0 hours	0 hrs
13	Exterior Fire Separation Distance	Table 602	NYCBC Table 602	Identify required fire separation distance of exterior walls between Buildings on Plan.	>5 ft	>30 ft at lease space exterior walls
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	No fire walls in lease space, building contains fire walls
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NA	No fire barriers in lease space, building contains fire barriers ⁺
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	No shaft enclosures in lease space, building utilizes shaft enclosures ⁺
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NA	No fire partitions in lease space, building contains fire partitions ⁺



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	NYCBC 711	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	2 hr	2 hr horizontal assembly between lease space and floor above ⁺
19	Fire Protection: Sprinkler System	903	NYCBC 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	
21	Standpipe System	905	NYCBC 905 ⁺	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Required	Provided in building
22	Fire Alarm & Detection Systems	907	NYCBC 907	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input checked="" type="checkbox"/> Hardwired (zoned)	Required in building	Provided in building, will be installed in lease space



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	
24	Fire Department Connections	912	NA in NYCBC	Identify Fire Department connections in accordance with NFPA applicable standard.		Lease space does not impact fire code compliance
25	Exits	1001.1 & 2	NYCBC Chapter 10	Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	1 exit	1 exit
26	Occupant Load	1004 & Table 1004.1.1	NYCBC Table 1004.1.2 ⁺	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Mercantile 1st floor: 30 gross Mercantile storage: 300 gross ⁺	54 total
27	Egress Width	1005	NYCBC 1005	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	0.2*54=10.8"; other sections will govern	>32"
28	Accessible Means of Egress	1007.1	NYCBC 1007.1	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	1 accessible egress	1 provided



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008	NYCBC 1008	Means of egress doors shall meet the requirements of this section.	32" min	>32"
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	First floor lease space
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	First floor lease space
32	Common Path of Travel	1014.3	NYCBC 1013.3	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	75' max	70'
33	Exit Doorway Arrangement	1015	NYCBC 1015	Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	1 exit, 200' max travel distance	1 exit provided, 85' max travel distance
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	NA	No corridors in lease space



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).	NA	
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	NYCBC 1018	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1 exit, discharged to grade	1 exit provided
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NA	
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	





Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	First floor lease space
42	Exit Discharge	1024	NYCBC 1023	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.		Exit discharged to exterior of building at grade
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Accessible access and facilities	The entire facility is accessible including rest rooms
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).	NA	Lease space does not impact building envelope
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Required for life safety systems	Building contains emergency generator for life safety systems and will also provide
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NA	Not applicable for lease space

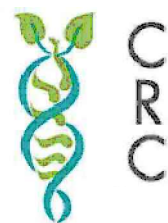


Appendix B – Architectural Program

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	NYCPC 403.1 	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	1 water closet	1 male and 1 female rest room with water closet and 
48	Available Street Water Pressure			Provide the available street or well water pressure.		46 PSI
49	Fire Apparatus Access Road	FC503.1	NYCFC 503	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	38' min width	>38' provided by adjacent municipal roads

Compassionate Relief Centers of New York Timeline - Dispensary

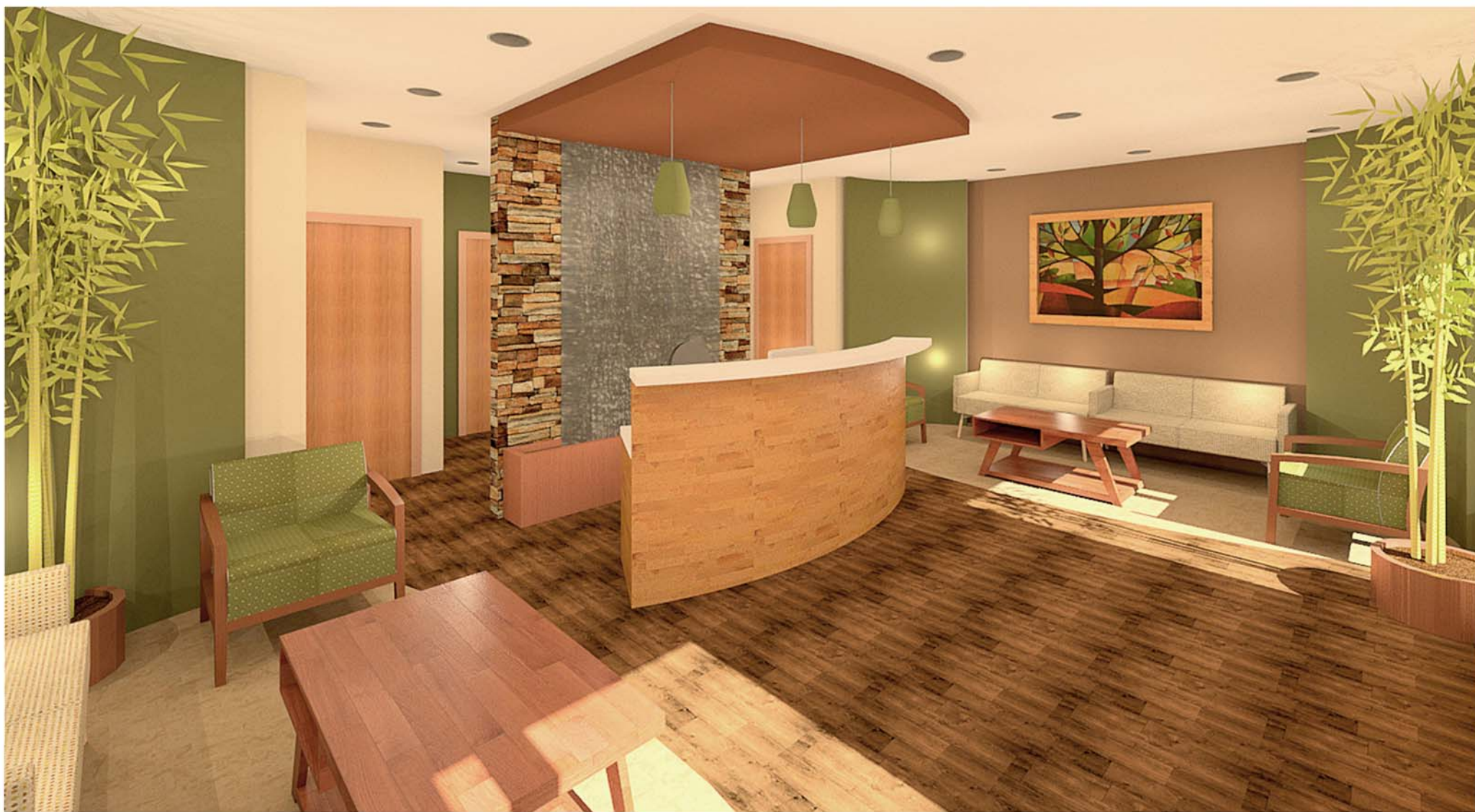
[illegible]



215 TOM MILLER ROAD PLATTSBURGH NY 12901
COMPASSIONATE RELIEF CENTERS OF NEW YORK

PLATTSBURGH DISPENSARY

CONCEPT PLAN 1/8" = 1'



THE
Chazen
COMPANIES
Proud to be Employee Owned



Compassionate Relief Centers of New York Display Rendering

81519.00
June 2015

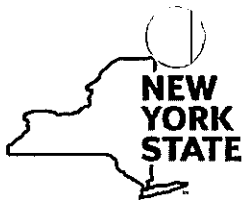


THE
Chazen
COMPANIES
Proud to be Employee Owned



Compassionate Relief Centers of New York Display Rendering

81519.00
June 2015



Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION

Business Name:	Compassionate Relief Centers of New York
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	M, Mercantile
Building Construction Type and Classification:	Type IIIB
Facility Address:	911 N Broadway, White Plains NY 10603
Primary Contact Telephone number:	Not Available
Primary Contact Fax number:	Not Available

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 type="checkbox"/>	BIDDING PHASE
<input 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.

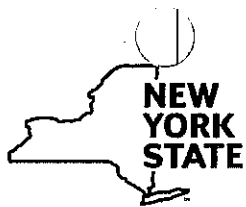
- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input checked="" type="checkbox"/> Percentage of Green Space |
| <input checked="" type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input checked="" type="checkbox"/> Accessible Parking Spaces | <input checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" 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:
- | | | |
|---|--------------------------------------|--|
| <input checked="" type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |
- Engineering Systems:
- ☒ Heating System: Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____
- ☒ Cooling System: Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____
- ☒ Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____
- ☒ Electrical Distribution Available _____
- ☒ Water Supply: Municipal Water Service X or Private Well Water _____
- ☒ Sewage: Municipal Sewer System X or Private Septic System _____
- ☒ Emergency Power System:
Type Battery, Size _____, Efficiency _____

Space will receive heating, cooling and ventilation through forced hot air/central air system. HVAC system will be high efficiency, gas fired and sized specifically for the lease space.



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 checked="" type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input checked="" 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 checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>	OTHER



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix B – Architectural Program

Select Project

Type:

Check all that apply.
Refer to the Existing
Building Code for
definitions.

- ☐ New Building
- ☐ Repair
- ☐ Alteration Level 1
- ☒ Alteration Level 2
(Tenant Fit-Up)

- ☐ Alteration Level 3
- ☐ Change of Occupancy
- ☐ Addition
- ☐ Historic Building

- ☐ Demolition
- ☐ Chapter 3. Prescriptive Compliance Method
- ☐ Chapter 13. Performance Compliance Method

Select Work

Involved:

Check all that apply.

- ☒ General Construction
- ☐ Roofing
- ☐ Asbestos
Abatement/Environmental
- ☐ Fire Alarm

- ☐ Structural
- ☒ Mechanical
- ☒ Plumbing
- ☒ Electrical

- ☐ Site Work
- ☐ Sprinkler
- ☐ Elevators
- ☐ Other: _____

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

- Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.**
- 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**
- Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	M, Mercantile (Pharmacy)	M, Mercantile



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).	4 stories 12,500 SF	1 story 7,200 SF Total Building 900 SF Lease Space
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	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
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type I, Type II & Type III	Type IIIB
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.	2 hour exterior walls	2 hour (Masonry) exterior walls



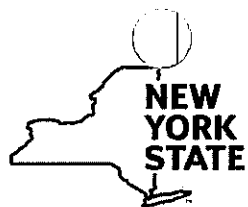
Appendix B – Architectural Program

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 hr	2 hr
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA	
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NA	
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	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
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NA	
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.	NR	
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	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)	NR	



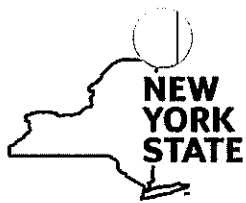
Appendix B – Architectural Program

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
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	NA	
25	Exits	1001.1 & 2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	Only 1 exit is required from lease space	1 exit
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.	30 gross Mercantile on first floor	30 occupants
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	0.15*30=4.5"; sections below will govern	>32"
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.	1 accessible means of egress	First floor lease space with at grade 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
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	32" min	>32"
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, first floor space	
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA, at grade exit discharge	
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.	NA	
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	1 exit (40 occupants)	1 exits
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	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
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	NA	
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.	1 required for lease space	1 provided, exits directly to grade
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NA	
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	To grade	To grade
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	1 accessible means of egress and accessible rest rooms	At grade access to building, accessible rest rooms provided
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).	R-20 walls R-38 roof	Lease space with limited exterior envelope. Existing building is energy code +
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Egress signs and illumination	Battery backup for security systems, exit signs and emergency lights will be +
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NA	



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	1 coed facility (<50 occupants ,M occupancy)	1 coed facility
48	Available Street Water Pressure			Provide the available street or well water pressure.		80 psi
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	20' minimum width within 300' of building	>20' width within 100' of building



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:	Compassionate Relief Centers of New York
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	M, Mercantile
Building Construction Type and Classification:	Type IA
Facility Address:	One Park Place, Colonie NY12205
Primary Contact Telephone number:	Not available
Primary Contact Fax number:	Not available

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 type="checkbox"/>	BIDDING PHASE
<input 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 checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input checked="" type="checkbox"/> Percentage of Green Space |
| <input checked="" type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input checked="" type="checkbox"/> Accessible Parking Spaces | <input checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> Security Gates & Fences *Building is controlled by secure card reader access |

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:

- | | | |
|---|--------------------------------------|--|
| <input checked="" type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |

Engineering Systems:

- ☒ Heating System: Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____
- ☒ Cooling System: Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____
- ☒ Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____

- ☒ Electrical Distribution Available 277/480
- ☒ Water Supply: Municipal Water Service X or Private Well Water _____
- ☒ Sewage: Municipal Sewer System X or Private Septic System _____
- ☒ Emergency Power System:
Type Battery, Size _____, Efficiency _____

Building is equipped with a multi-zone closed loop heat pump system that provides heating, ventilation and air conditioning.

Code compliant electric service is provided to the lease space.

Battery backup will be provided for lease space.



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 checked="" type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input checked="" 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 checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>	OTHER



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix B – Architectural Program

Select Project

Type:

Check all that apply.
Refer to the Existing
Building Code for
definitions.

- ☐ New Building
☐ Repair
☐ Alteration Level 1
☒ Alteration Level 2
(Tenant Fit-Up)

- ☐ Alteration Level 3
☐ Change of Occupancy
☐ Addition
☐ Historic Building

- ☐ Demolition
☐ Chapter 3. Prescriptive Compliance Method
☐ Chapter 13. Performance Compliance Method

Select Work

Involved:

Check all that apply.

- ☒ General Construction
☐ Roofing
☐ Asbestos
Abatement/Environmental
☐ Fire Alarm

- ☐ Structural
☒ Mechanical
☒ Plumbing
☒ Electrical

- ☐ Site Work
☐ Sprinkler
☐ Elevators
☐ Other: _____

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

- Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.**
- 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**
- Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	M, Mercantile (Pharmacy)	M, Mercantile



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).	Unlimited height and area	4 stories 25,000 SF/Story 777 SF Lease Space
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	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
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).	Multiple occupancies	Mercantile, M Business, B
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	NA	
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).	1 hour (M & B)	1 hour separation will be provided between adjacent B occupancies
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Type I, Type II, Type III	Type IA
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.	3 hr: Frame, structural and exterior walls. 2 hr: Floors. 1 1/2 hr roof	3 hr: Frame, structural and exterior walls. 2 hr: Floors. 1 1/2 hr roof



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).	3 hr	3 hr
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	NA	
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	1 hour rated corridors	Corridors and exit passageways are rated, see below 
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	2 hour rating	2 hour rating
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	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
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	2 hour floors	2 hour floors
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 Sprinkler System	NFPA 13 Sprinkler System
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	
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Required	Provided
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)	Required based on full building design, lease space fit up does not change requirement	Code compliant fire and smoke alarms present throughout building




Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Accessible connection	Accessible connection provided
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.	Only 1 exit is required from lease space	2 exits are provided
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.	30 gross, Mercantile on first floor	26 occupants
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	0.15*26=3.9"; sections below will govern	>32"
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.	1 accessible means of egress	First floor lease space with at grade 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
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	32" min	>32"
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, first floor lease space	
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA, at grade exit discharge	
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.	NA	
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	1 exit (26 occupants)	2 exits
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1 hour rating required per full building design	1 hour provided, lease space fit up does not impact 



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).	Width determined by full building design	Lease space fit up does not impact corridor width requirements 
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.	1 required for lease space	2 provided, both exist directly to grade
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	Required per full building design	Lease space fit up does not impact exit passageway design 
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	




Appendix B – Architectural Program





No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	To grade	To grade
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	1 accessible means of egress and accessible rest rooms	At grade access to building, accessible rest rooms provided
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).	Lease space does not have any exterior walls or roof	Building envelope meets energy code
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Required for accessible egress elevators, egress signs and illumination +	Battery backup provided for security system, elevators, exits signs and lighting +
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	NA	



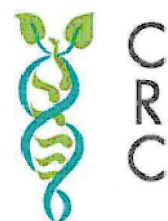
Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	1 coed facility (<50 occupants ,M occupancy)	Space is served by building rest rooms, accessible with 
48	Available Street Water Pressure			Provide the available street or well water pressure.		85 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.	20' minimum width within 300' of building	>20' wide provided around full perimeter of building

Compassionate Relief Centers of New York
Timeline - Dispensary

ID		Task Name	Duration	Start	Finish	Predecessor	3rd Quarter					4th Quarter			1st Quarter
							May '15	Jun '15	Jul '15	Aug '15	Sep '15	Oct '15	Nov '15	Dec '15	Jan '16
1		Preparation of Construction Drawings	19 days	Mon 10/19/15	Fri 11/6/15								<div></div>		
2		Building Permit	5 days	Mon 11/9/15	Fri 11/13/15	1							<div></div>		
3		Construction	46 days	Mon 11/16/15	Fri 1/1/16	2							<div></div>		

Prepared by The Chazen Companies
6/4/2015



ONE PARK PLACE COLONIE NY 12205
COMPASSIONATE RELIEF CENTERS OF NEW YORK

COLONIE DISPENSARY

CONCEPT PLAN 1/8" = 1'



THE
Chazen
COMPANIES
Proud to be Employee Owned



Compassionate Relief Centers of New York Display Rendering

81519.00
June 2015










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Chazen
COMPANIES®
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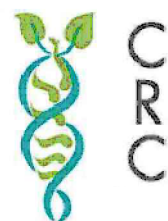
Compassionate Relief Centers of New York Display Rendering

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Compassionate Relief Centers of New York
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Prepared by The Chazen Companies
6/4/2015



911 N BROADWAY WHITE PLAINS NY 10603
COMPASSIONATE RELIEF CENTERS OF NEW YORK

WHITE PLAINS DISPENSARY

CONCEPT PLAN 1/8" = 1'



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Compassionate Relief Centers of New York Display Rendering

81519.00
June 2015



THE
Chazen
COMPANIES®
Proud to be Employee Owned



Compassionate Relief Centers of New York Display Rendering

81519.00
June 2015

ELIZABETH O'C. LITTLE
SENATOR, 45TH DISTRICT

ROOM 310
LEGISLATIVE OFFICE BLDG.
ALBANY, NY 12247
(518) 455-2811

5 WARREN STREET
GLENS FALLS, NY 12801
(518) 743-0968

WEB ADDRESS:
LITTLE.NYSENATE.GOV



THE SENATE
STATE OF NEW YORK

CHAIR
CULTURAL AFFAIRS, TOURISM,
PARKS & RECREATION
COMMITTEES
CRIME VICTIMS, CRIME & CORRECTION
EDUCATION
ENERGY & TELECOMMUNICATIONS
ENVIRONMENTAL CONSERVATION
FINANCE
HEALTH
RULES

June 4, 2015

Howard A. Zucker, M.D., J.D.
Commissioner
Department of Health, State of New York
Corning Tower, Empire State Plaza
Albany, New York 12237

Dear Commissioner Zucker:

I am writing in support of Compassionate Relief Centers of New York ("CRC"), one of four in the 45th Senate District, wishing to become a registered organization in the New York Medical Marijuana Program (MMP).

Compassionate Relief Centers is a New York-based company founded to bring pharmaceutical-standard medicines and forms of administration to patients with serious diseases and conditions that can be treated with medical Cannabis. The company takes a medicinal and scientific approach to growing, manufacturing, distributing, dispensing, laboratory testing and securing cannabinoid medicines.

Led by a team of professionals with extensive healthcare, pharmacology, medical device and business experience, Compassionate Relief Centers is uniquely qualified to meet the letter and spirit of the law, comprising the New York Compassionate Care Act and the implementing MMP regulations.

New York has set a national standard for the safe and effective administration of medical Cannabis. I believe this company can contribute to making MMP a successful program in keeping with the legislative intent of the Compassionate Care Act.

It is my sincere hope that at least one of the five growing licenses is awarded to one of the companies in Washington, Clinton, Warren or Franklin Counties.

Sincerely,

A handwritten signature in blue ink that reads "Betty Little".

Elizabeth O'C. Little
Senator



CARRIE WOERNER
Assemblywoman 113th District
Saratoga County
Washington County

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

COMMITTEES
Agriculture
Local Governments
Racing and Wagering
Small Business
Tourism, Parks, Arts
and Sports Development

June 3, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

Dear Commissioner:

I am writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

Compassionate Relief Centers will serve as a true upstate/downstate collaboration, bringing together the agricultural expertise of the North Country, the health care expertise of the Hudson Valley, and the business acumen of the metro area. This organization incorporates New York State's most valuable features for the benefit of the people.

The CRC, located in Washington County, is a New York grown company. It is housed at the gateway to the Adirondack Park and the northernmost reach of the Capital Region. Washington County prides itself as a true agri-business community. The founders live in our community and have applied as an RO to ensure that the agri-business tradition remains cutting-edge and diverse. CRC has sited its dispensaries in locations across the state, which, when puzzled together with other ROs, ensures statewide coverage as well as a successful business model. They have been conscious of the economic development opportunities in areas of the state that have been longing for decades, while maintaining an eye for the accessibility of dispensaries for the patient population.

There is no more logical location for an RO. By expanding our crop diversification to include cannabis (for the purpose of producing Medical Marijuana), the agricultural industry of the region has demonstrated itself as a natural fit for the crop. The expertise of the workforce our county has to offer ensures CRC's ability to meet the state's deadline. Our continued support for the agricultural industry will ultimately benefit the patients who are afflicted with a number of approved diseases and conditions.

As the Assemblymember representing the 113th Assembly District, I am confident in the State's Medical Marijuana Program and welcome a cultivation site. The highly regulated and security-focused site that CRC will be adding to our community will provide an appropriate environment for the patients in my district and beyond.

I firmly support the Compassionate Relief Centers of New York's application to receive a registration as a Registered Organization in the New York Medical Marijuana Program.

Sincerely,

A handwritten signature in cursive script that reads "Carrie WZ".

Carrie Woerner

TOWN OF JACKSON

Washington County, NY

COPY

Town Supervisor

Alan R. Brown
28 Main Street
Greenwich, NY 12834
518-692-2066
518-281-4261

Town Clerk-Tax Collector

Tammy Skellie-Gilbert
648 Skellie Road
Salem, NY 12865
518-854-3254 phone/fax
townofjackson@gmail.com

Supt. of Highways

Sean Carney
518-677-3678

Council Members

Edward Rouse, Deputy Sup.
Michael Nolan
Travis Rea
Carol Rich

Assessors

Jean McLenithan, Chair
Mark N. Kenyon
Thomas Keys

Town Court

Carl M. Ackley, Justice
Lorie Christian Atwell, Clerk
2355 State Route 22
Cambridge, NY 12816
518-677-8896

Budget Officer

Donna Nolan

Historian

Sharon Dunn

Planning Board Members

Noel Hanf, Chair
Doug Gordon
Mark Mahoney
Norma Nilsen
Jamey Nolan
Tracy Schneider
John Tully
Tammy Skellie-Gilbert, Clerk

February 18, 2015

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

Re: New York State's Compassionate Care Act/letter of support of
Compassionate Relief Center of New York, Inc.

Dear Commissioner Zucker:

At its regular monthly meeting on February 4, 2015 the Town Board of the Town of Jackson met and during the meeting heard a presentation by Stephen Lulla and Ted Berndt co-CEO's of CRC-NY. I'm very aware of this project as I've attended two other presentations and have toured the facility many times. It was an excellent presentation which was followed by a lengthy question and answer session. The Board unanimously passed a resolution in full support of their project which will be located in our Town at 15 Plains Road (see attached resolution).

Our Town of 1800 people, located in Washington County, has not recovered from the great recession nor has our county. The location of this business will provide jobs to many qualified local residents who are under employed and wish to continue to live in our beautiful, rural, agricultural town and county. Our Town and County are populated by hardworking, open-minded folks who wish to spend their lives here and hope their children can remain here too. The problem is we need more year round employment with good wages.

The County resident's will benefit from the increase of revenue to the county budget due to the excise tax on gross retail sales. Local businesses will benefit too from more income related to employee spending in the County.

<over>

TOWN OF JACKSON, WASHINGTON COUNTY, NY

RESOLUTION NO. 12-15

Support of Medical Marijuana Project

Resolution by Councilman Rich

Seconded by Councilman Rea

And passed by all board members, 5-0

RESOLVED, that the Town Board of the Town of Jackson unanimously supports the Compassionate Relief Center of New York, Inc. in their efforts to be selected as a registered site to cultivate and process medical cannabis at the Washington County Ag Park located at 15 Plains Road in the Town of Jackson, Washington County, New York; and,

BE FURTHER RESOLVED, that Supervisor Brown will write a letter of support to the Compassionate Relief Center of New York, Inc. expressing Jackson's support.

Roll Call:


Supervisor Brown	Aye
Councilman Nolan	Aye
Councilman Rea	Aye
Councilman Rich	Aye
Councilman Rouse	Aye

CERTIFICATION

**STATE OF NEW YORK
COUNTY OF WASHINGTON
TOWN OF JACKSON**

This is to certify that I, Tammy Skellie-Gilbert, the undersigned Clerk of the Town Board of the Town of Jackson, have compared the foregoing copy of Resolution #12 of 2015 with the original now on file in this office and which was passed by said Board on the 4th day of February 2015, a majority of all the members elected to the Board voting in favor thereof, and that the same is a correct and true transcript of such original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereupon set my hand and the official seal of the Town of Jackson this 20th day of February 2015.


Tammy Skellie-Gilbert, RMC
Jackson Town Clerk

TOWN OF JACKSON

Washington County, NY

Town Supervisor

Alan R. Brown
28 Main Street
Greenwich, NY 12834
518-692-2066
518-281-4261

Town Clerk-Tax Collector

Tammy Skellie-Gilbert
648 Skellie Road
Salem, NY 12865
518-854-3254 phone/fax
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Sharon Dunn

Planning Board Members

Noel Hanf, Chair
Doug Gordon
Mark Mahoney
Norma Nilsen
Jamey Nolan
Tracy Schneider
John Tully
Tammy Skellie-Gilbert, Clerk

April 7, 2015

Ted Berndt
Plains Road, LLC
15 Plains Road
Cambridge, NY 12816

Re: Town of Jackson land use regulations

Dear Ted:

You have shared with the Town your plans to apply for a marijuana cultivation facility in the Town, and have asked whether any land-use permits would be required for Plains Road, LLC (doing business as Washington County Agri-Business Park) to lease space to Compassionate Relief Centers of New York, Inc. ("Centers Inc.") for Centers Inc. to operate such a facility.

Assuming that you obtain the necessary approvals from the State of New York to exempt you from general prohibitions, including those in the criminal law, against growing marijuana, the answer is no – the Town of Jackson has no zoning, and therefore any new use or expansion of an existing use would not require Planning Board approval.

The Town of Jackson does have subdivision regulations, so if your present or future plans include conveying a portion of your real estate to Centers Inc. or to another entity, then subdivision approval by the Planning Board would be required.

If you have any questions, please let me know.

Sincerely yours,



Noel E. Hanf
Chair, Planning Board

Amended 03/20/15

Resolution No. 57 March 20, 2015
By Supervisors Idleman, Brown, Haff, Dumas, Armstrong

TITLE: To Support the Siting of a Medical Marijuana Cultivation Center in Washington County Pursuant to the Compassionate Care Act

WHEREAS, New York State has passed the Compassionate Care Act (the Act) allowing for the use of medical marijuana in certain forms for certain medical conditions, and

WHEREAS, the Act provides for the siting of a total of five cultivation centers statewide, operating under registered organizations with regulatory oversight by the State Health Department, and

WHEREAS, Washington County's location and agricultural history make it a logical choice for a cultivation center, and

WHEREAS, a cultivation center would also provide much needed jobs to Washington County residents, and

WHEREAS, much needed revenue would also be received in the form of excise tax on the operation, and

WHEREAS, in 2014 Washington County ranked 57th out of the 57 New York Counties in the collection of Sales Tax Dollars per Capita, and

WHEREAS, the Agriculture, Planning, Tourism and Community Development Committee has voted to support such siting and recommend the same to the full Board of Supervisors; now therefore be it

RESOLVED, that the Washington County Board of Supervisors hereby supports and requests the siting of a cultivation center in Washington County pursuant to the Compassionate Care Act; and be it further

RESOLVED, that a copy of this resolution be sent to Members of Assembly Stec, Woerner and McLaughlin, Senators Little and Marchione and the relevant New York State Agencies.

BUDGET IMPACT STATEMENT: None for this resolution except for postage. There is the potential for additional tax revenue if a facility is located within the County.

STATE OF NEW YORK)
County of Washington) ss.:

This is to certify that I, the undersigned, Clerk of the Board of Supervisors of the County of Washington have compared the foregoing copy of resolution with the original resolution now on file in the office and which was passed by the Board of Supervisors of said County on the 20th day of March, 2015, a majority of all the members elected to the Board voting in favor thereof, and that the same is a correct and true transcript of such original resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the Board of Supervisors, this 7th day of May, 2015.

Debra R Prehoda

Clerk of the Board of Supervisors

Resolution No. 58 March 20, 2015
By Supervisors Idleman, Brown, Haff, Dumas, Armstrong

TITLE: To Support the Siting of a Medical Marijuana Cultivation Center in Washington County by Compassionate Relief Centers of New York, Inc. Pursuant to the Compassionate Care Act

WHEREAS, the Compassionate Relief Centers of New York, Inc. (The Center) has proposed siting a cultivation center within the Town of Jackson, Washington County, and

WHEREAS, the Center will be submitting an application to the State of New York for the siting of a cultivation center pursuant to the Compassionate Care Act, and

WHEREAS, redevelopment of this large site in the southern section of Washington County would have a large economic impact in both employment and revenue, and

WHEREAS, the Compassionate Relief Centers of New York, Inc. made a presentation to the Agriculture, Planning, Tourism and Community Development Committee that was favorably received, and

WHEREAS, the Board of Supervisors has endorsed the concept of a cultivation center within Washington County; now therefore be it

RESOLVED, that the Board of Supervisors hereby indicates its support for the Compassionate Relief Centers of New York, Inc. in its application for a cultivation center; and be it further

RESOLVED, that a copy of this resolution be sent to Members of Assembly Stec, Woerner and McLaughlin, Senators Little and Marchione and the relevant New York State Agencies.

BUDGET IMPACT STATEMENT: None for this resolution except for postage. There is the potential for additional tax revenue if a facility is located within the County.

STATE OF NEW YORK)
County of Washington) ss.:

This is to certify that I, the undersigned, Clerk of the Board of Supervisors of the County of Washington have compared the foregoing copy of resolution with the original resolution now on file in the office and which was passed by the Board of Supervisors of said County on the 20th day of March, 2015, a majority of all the members elected to the Board voting in favor thereof, and that the same is a correct and true transcript of such original resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the Board of Supervisors, this 7th day of May, 2015.

Debra R Prehoda

Clerk of the Board of Supervisors

Resolution #25 May 11, 2015
By Cambridge Town Board

Resolution by Councilman Ford
Seconded by Councilman Skiff

Title: To Support the Siting of a Medical Marijuana Cultivation Center in Washington County Pursuant to the Compassionate Care Act

WHEREAS, New York has passed the Compassionate Care Act (The Act) allowing for the use of medical marijuana in certain forms for certain medical conditions, and

WHEREAS, The Act provides for the siting of a total of five cultivation centers statewide, operating under registered organizations with regulatory oversight by the State Health Department, and

WHEREAS, Washington County's location and agricultural history makes it a logical choice for a cultivation center, and

WHEREAS, a cultivation center would also provide much needed jobs to Washington County residents, and

WHEREAS, In 2014 Washington County ranked 57th out of 57 New York Counties in the collection of Sales Tax Dollars per Capita, and

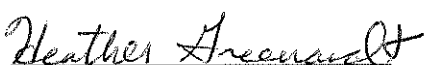
WHEREAS, much needed revenue would also be received in the form of excise tax on the operation; now therefore be it

RESOLVED, that the Cambridge Town Board hereby supports and requests the siting of a cultivation center in Washington County pursuant to the Compassionate Care Act, and be it further

RESOLVED, that a copy of this resolution be sent to Members of the Assembly Stec, Woerner and McLaughlin, Senators Little and Marchione, New York Department of Health Secretary, and New York Governor Cuomo.

Vote: Supervisor Fedler – Aye
Councilman Ford – Aye
Councilwoman Herrington – Aye
Councilman Skiff – Aye
Councilman McMurray – Noe


Supervisor Catherine Fedler


Heather Greenawalt/Town Clerk



TOWN OF GREENWICH

2 Academy Street Greenwich, NY 12834

Supervisor 518-692-7137 Town Clerk 518-692-7611 Assessor 518-692-9381
Highway 518-695-6033 FAX 518-855-4055

March 16, 2015

Washington County Agri-Business Park
c/o Compassionate Relief Centers
15 Plains Road
Cambridge, New York 12816

Dear Sirs,

Attached please find a copy of Resolution No. 27 of 2015 of the Town Board of the Town of Greenwich. This is a Resolution of Support for the Washington County Agri-Business Park in its Application for a Cultivation Center.

The Greenwich Town Board duly adopted this resolution on Tuesday, March 10, 2015.

Sincerely,

Elaine A. Kelly, RMC, CMC
Town Clerk

Cc: Senator Betty Little
Assemblyman Daniel Stec
Assemblywoman Carrie Woerner

RESOLUTION NO. 27-15
Medical Marijuana Cultivation Center
Washington County Agri-Business Park

Resolution by Councilman Jeffords
Seconded by Councilman Whitehouse

and passed unanimously by said Board,

TITLE: To Support the Washington County Agri-Business Park in its Application for a Cultivation Center

WHEREAS, New York State has passed the Compassionate Care Act (the Act) allowing for the use of medical marijuana in certain forms for certain medical conditions; and

WHEREAS, the Act provides for the siting of a total of five cultivation centers statewide, operating under registered organizations with regulatory oversight by the State Health Department; and

WHEREAS, Washington County's location and agricultural history make it a logical choice for a cultivation center; and

WHEREAS, a cultivation center would also provide much needed jobs to Washington County residents; and

WHEREAS, much needed revenue would also be received in the form of excise tax on the operation; and

WHEREAS, the Washington County Agri-Business Park has proposed siting a cultivation center within the Town of Jackson; and

WHEREAS, the Agri-Business Park will be submitting an application for the siting of such a facility; and

WHEREAS, redevelopment of this large site in the southern section of Washington County would have a large economic impact in both employment and revenue; now therefore be it

RESOLVED, that the Greenwich Town Board hereby indicates its support for the Washington County Agri-Business Park in its application for a cultivation center; and be it further

RESOLVED, that a copy of this resolution be sent to Members of Assembly Stec, Woerner and McLaughlin, Sen. Little and the relevant New York State Agencies.

CERTIFICATION

**STATE OF NEW YORK
COUNTY OF WASHINGTON
TOWN OF GREENWICH**

This is to certify that I, Elaine A. Kelly, the undersigned, Clerk of the Town Board of the Town of Greenwich, have compared the foregoing copy of Resolution # 27 of 2015 with the original now on file in this office and which was passed by said Board on the 10th day of March, 2015, a majority of all the members elected to the Board voting in favor thereof, and that the same is a correct and true transcript of such original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereupon set my hand and the official seal of the Town of Greenwich this 16th day of March, 2015.

A handwritten signature in cursive script that reads "Elaine A. Kelly".

Elaine A. Kelly, RMC, CMC
Town Clerk

Town of Hartford Resolution 3/10/15

TITLE: To Support the Siting of a Medical Marijuana Cultivation Center in Washington County Pursuant to the Compassionate Care Act

WHEREAS, New York State has passed the Compassionate Care Act (the Act) allowing for the use of medical marijuana in certain forms for certain medical conditions, and

WHEREAS, the Act provides for the siting of a total of five cultivation centers statewide, operating under registered organizations with regulatory oversight by the State Health Department, and

WHEREAS, Washington County's location and agricultural history make it a logical choice for a cultivation center, and

WHEREAS, a cultivation center would also provide much needed jobs to Washington County residents, and

WHEREAS, in 2014 Washington County ranked 57th out of the 57 New York Counties in the collection of Sales Tax Dollars per Capita, and

WHEREAS, much needed revenue would also be received in the form of excise tax on the operation, and

WHEREAS, the Washington County Board of Supervisor's Agriculture, Planning, Tourism and Community Development Committee has voted to support such siting and recommend the same to the full Washington County Board of Supervisors; now therefore be it

RESOLVED, that the Hartford Town Board hereby supports and requests the siting of a cultivation center in Washington County pursuant to the Compassionate Care Act; and be it further

RESOLVED, that a copy of this resolution be sent to Members of Assembly Stec, Woerner and McLaughlin, Senators Little and Marchione, New York Dept. of Health Secretary, and New York Governor Cuomo.

County	Rate	Population 2010 Census	Rank	Sales Tax 2014	Rank	Sales Tax Dollars Per Capita	Rank	Taxable Sales	Rank	Taxable Sales Per Capita	Rank	Median Income	Rank
Albany	8.00%	304,204	9	\$251,043,069	8	\$825.25	2	\$3,138,038,363	8	\$10,315.57	3	\$55,778	13
Allegany	8.50%	48,946	47	\$19,938,424	48	\$407.36	49	\$234,569,694	50	\$4,792.42	52	\$41,849	55
Broome	8.00%	200,600	14	\$121,885,268	12	\$607.60	18	\$1,523,565,850	12	\$7,595.04	18	\$45,142	43
Cattaraugus	8.00%	80,317	29	\$36,324,141	31	\$452.26	41	\$454,051,763	31	\$5,653.25	40	\$40,936	56
Cayuga	8.00%	80,026	30	\$34,969,534	35	\$436.98	44	\$437,119,175	35	\$5,462.21	44	\$48,976	27
Chautauqua	7.50%	134,905	18	\$54,739,518	23	\$405.76	50	\$729,860,240	21	\$5,410.18	46	\$40,468	57
Chemung	8.00%	88,830	27	\$58,839,279	20	\$662.38	11	\$735,490,988	20	\$8,279.76	11	\$45,337	41
Chenango	8.00%	50,477	43	\$20,964,900	46	\$415.34	48	\$262,061,250	47	\$5,191.70	49	\$44,328	44
Clinton	8.00%	82,128	28	\$53,253,846	24	\$648.42	13	\$665,673,075	25	\$8,105.31	13	\$45,900	38
Columbia	8.00%	63,096	37	\$35,690,081	34	\$565.65	26	\$446,126,013	34	\$7,070.59	28	\$57,094	10
Cortland	8.00%	49,336	45	\$28,933,985	40	\$586.47	21	\$361,674,813	40	\$7,330.85	23	\$46,163	36
Delaware	8.00%	47,980	48	\$21,656,372	45	\$451.36	42	\$270,704,650	46	\$5,642.03	41	\$43,380	50
Dutchess	7.75%	297,488	10	\$174,154,357	10	\$585.42	22	\$2,247,152,994	10	\$7,553.76	21	\$69,300	7
Erie	8.75%	919,040	4	\$724,858,170	3	\$788.71	4	\$8,284,093,371	3	\$9,013.86	7	\$51,123	20
Essex	8.00%	39,370	51	\$27,758,244	41	\$705.06	9	\$346,978,050	41	\$8,813.26	10	\$46,337	34
Franklin	8.00%	51,599	41	\$21,794,349	44	\$422.38	47	\$272,429,363	45	\$5,279.74	48	\$42,672	51
Fulton	8.00%	55,531	40	\$19,329,489	50	\$348.08	55	\$241,618,613	49	\$4,351.06	56	\$42,264	54
Genesee	8.00%	60,079	39	\$37,994,929	30	\$632.42	14	\$474,936,613	30	\$7,905.20	15	\$42,641	52
Greene	8.00%	49,221	46	\$28,941,513	39	\$587.99	20	\$361,768,913	39	\$7,349.89	22	\$50,190	24
Hamilton	8.00%	4,836	57	\$3,466,570	57	\$716.83	8	\$43,332,125	57	\$8,960.32	9	\$45,737	39
Herkimer	8.25%	64,519	35	\$30,017,997	37	\$465.26	38	\$363,854,509	38	\$5,639.49	42	\$42,460	53
Jefferson	7.75%	116,229	20	\$71,951,035	19	\$619.05	16	\$928,400,452	19	\$7,987.68	14	\$46,510	33
Lewis	8.00%	27,087	54	\$11,824,281	54	\$436.53	45	\$147,803,513	54	\$5,456.62	45	\$45,926	37
Livingston	8.00%	65,393	34	\$31,128,489	36	\$476.02	36	\$389,106,113	36	\$5,950.27	36	\$51,901	17
Madison	8.00%	73,442	32	\$25,653,812	42	\$349.31	54	\$320,672,650	42	\$4,366.34	55	\$51,057	21
Monroe	8.00%	744,344	5	\$449,842,017	5	\$604.35	19	\$5,623,025,213	5	\$7,554.34	20	\$51,722	18
Montgomery	8.00%	50,219	44	\$29,173,148	38	\$580.92	23	\$364,664,350	37	\$7,261.48	24	\$43,880	47
Nassau	8.25%	1,339,532	2	\$1,089,890,346	2	\$813.64	3	\$13,210,792,073	2	\$9,862.24	4	\$95,395	1
Niagara	8.00%	216,469	13	\$118,345,190	13	\$546.71	30	\$1,479,314,875	14	\$6,833.84	31	\$46,752	31
Oneida	8.75%	234,878	11	\$131,930,956	11	\$561.70	27	\$1,507,782,354	13	\$6,419.43	32	\$44,031	46
Onondaga	8.00%	467,026	6	\$335,533,340	6	\$718.45	7	\$4,194,166,750	6	\$8,980.59	8	\$52,055	16
Ontario	7.50%	107,931	22	\$78,452,837	18	\$726.88	6	\$1,046,037,827	17	\$9,691.73	5	\$57,846	9
Orange	7.75%	372,813	7	\$260,772,530	7	\$699.47	10	\$3,364,806,839	7	\$9,025.45	6	\$68,249	8
Orleans	8.00%	42,883	49	\$15,703,363	52	\$366.19	53	\$196,292,038	52	\$4,577.39	53	\$43,876	48
Oswego	8.00%	122,109	19	\$41,724,500	28	\$341.70	56	\$521,556,250	28	\$4,271.24	57	\$46,281	35
Otsego	8.00%	62,259	38	\$35,796,293	33	\$574.96	24	\$447,453,663	33	\$7,186.97	26	\$47,689	29
Putnam	8.00%	99,710	24	\$55,885,996	22	\$560.49	28	\$698,574,950	24	\$7,006.07	29	\$92,014	2
Rensselaer	8.00%	159,429	16	\$78,940,487	17	\$495.15	34	\$986,756,088	18	\$6,189.31	34	\$56,643	12
Rockland	8.00%	311,687	8	\$194,634,392	9	\$624.45	15	\$2,432,929,900	9	\$7,805.68	16	\$80,132	5
Saratoga	7.00%	219,607	12	\$110,791,247	14	\$504.50	33	\$1,582,732,100	11	\$7,207.11	25	\$69,917	6
Schenectady	8.00%	154,727	17	\$94,275,742	16	\$609.30	17	\$1,178,446,775	16	\$7,616.30	17	\$53,978	14
Schoharie	8.00%	32,749	53	\$14,974,531	53	\$457.25	40	\$187,181,638	53	\$5,715.64	39	\$49,307	26
Schuyler	8.00%	18,343	56	\$10,106,417	56	\$550.97	29	\$126,330,213	56	\$6,887.11	30	\$44,080	45
Seneca	8.00%	35,251	52	\$22,914,096	43	\$650.03	12	\$286,426,200	43	\$8,125.34	12	\$45,265	42
St. Lawrence	8.00%	111,944	21	\$56,476,979	21	\$504.51	32	\$705,962,238	22	\$6,306.39	33	\$43,556	49
Steuben	8.00%	98,990	25	\$47,009,909	27	\$474.90	37	\$587,623,863	27	\$5,936.19	37	\$46,540	32
Suffolk	8.25%	1,493,350	1	\$1,298,023,398	1	\$869.20	1	\$15,731,616,945	1	\$10,535.79	2	\$84,940	3
Sullivan	8.00%	77,547	31	\$35,846,930	32	\$462.26	39	\$448,086,625	32	\$5,778.26	38	\$46,928	30
Tioga	8.00%	51,125	42	\$20,244,765	47	\$395.99	52	\$253,059,563	48	\$4,949.82	51	\$51,026	22
Tompkins	8.00%	101,564	23	\$49,648,449	25	\$488.84	35	\$620,605,613	26	\$6,110.49	35	\$49,457	25
Ulster	8.00%	182,493	15	\$103,489,188	15	\$567.09	25	\$1,293,614,850	15	\$7,088.57	27	\$56,933	11
Warren	7.00%	65,707	33	\$49,404,038	26	\$751.88	5	\$705,771,971	23	\$10,741.20	1	\$52,552	15
Washington	7.00%	65,216	36	\$19,689,092	49	\$311.40	57	\$281,272,743	44	\$4,449.39	54	\$48,522	28
Wayne	8.00%	93,772	26	\$41,230,933	29	\$439.69	43	\$515,386,663	29	\$5,496.17	43	\$50,603	23
Westchester	7.00%	949,113	3	\$503,802,272	4	\$530.81	31	\$7,197,175,314	4	\$7,583.05	19	\$83,094	4
Wyoming	8.00%	42,155	50	\$16,853,447	51	\$399.80	51	\$210,668,088	51	\$4,997.46	50	\$51,676	19
Yates	8.00%	25,348	55	\$10,925,943	55	\$431.04	46	\$136,574,288	55	\$5,387.97	47	\$45,509	40

TOWN OF WHITE CREEK

RESOLUTION #7-2015

Be it resolved that we, The White Creek Town Board supports the New York Compassionate Care Act. Assembly Bill A.6357-A(Gottfried)/S.4406-A(Savino) to allow New Yorkers with serious medical conditions access to medical cannabis under the supervision of their healthcare provider.

Whereas agriculture has been, is now, and is expected to continue to be a major economic activity in the Town of White Creek.

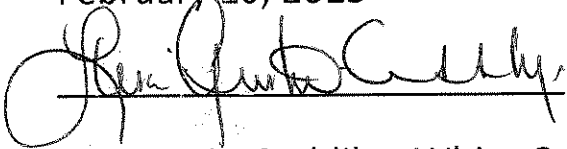
Whereas, agriculture is the major factor shaping the landscape and the view sheds in the Town of White Creek and Washington County.

Be it further resolved, that we support the Compassionate Relief Centers of New York, Inc. in their goal to become a registered organization licensed to cultivate and process Medical Cannabis at their facility located at 15 Plains Road in the Town of Jackson, Washington County, New York.

.....
Upon the question of the adoption of the foregoing resolution, the member of the Town Board voted "Aye" in favor of the resolution.

The resolution, having received at least two-thirds of the vote of the members of the Town Board was declared by the Supervisor to be duly adopted, effective immediately.

February 10, 2015

A handwritten signature in black ink, appearing to read "Lisa Austin-Cuddihy", written over a horizontal line.

Lisa Austin-Cuddihy, White Creek Town Clerk



WASHINGTON COUNTY

Local Development Corporation

Thursday, May 21, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To Whom It May Concern:

We are writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

The CRC is located in Washington County, the gateway to the Adirondack Park, and the northern most reach of the Capital Region. Washington County prides itself as a true agro-business community. Our legacy supporting the agricultural industry, not only through farming but also the supply chain for farming, demonstrate the natural fit for New York's most recent decision to expand our crop diversification to cannabis for the purpose of producing Medical Marijuana products for patients who are afflicted with a number of approved diseases and conditions.

The CRC has worked feverishly with the local community, county, businesses and residents to gain the support for their application. The job creation, at a time where we are seeing job loss, security and agricultural pioneering of this endeavor will highly compliment the county's vision, sustainability and belief in access to health care.

As an Economic Development group in Washington County, the revitalization of a former farming site provides promise to the municipality. The employment and re-employment of our neighbors is profound. The ability to know that we are all a part of easing the debilitating conditions that will experience relief from the products that will be grown and produced here in Washington County instills pride in our community.

The CRC is a Washington County based, New York grown company. The founders live in our community and have prepared to apply as an RO ensuring that the agro-business tradition remains cutting edge and diverse. There is no more logical location for a RO. The proximity of the property to major thoroughfares and highways, the existence of the physical plant that is perfectly suited for the crop and state regulations is unique and keeps business costs down, and the expertise of the workforce the county has to offer supported by industry masters, and ensures CRC's ability to meet the state's date for dispensing.

The Washington County Local Development Corporation is proud to stand with CRC in their application to pioneer the Medical Marijuana Program in New York State. There is not a more perfectly suited applicant to be designated as a Registered Organization in the New York Medical Marijuana Program.

Respectfully,

Deanna L. Derway

President, Washington County Local Development Corporation

County Municipal Center, 383 Broadway, Fort Edward, NY 12828

P (518) 746-2292 F (518) 746-2293 info@wcldc.org

website www.wcldc.org

Proudly Serving Washington County Businesses Since 1985

The Washington County LDC is an Equal Opportunity Lender, Provider and Employer
Complaints of discrimination should be sent to: USDA, Director, Office of Civil Rights, 1400 Independence Avenue,
S.W. Washington DC 20250-9410 or Call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

From: **Janet McGhee** battenkill@mindspring.com
Subject: support letter for medical marijuana facility in Cambridge - from Janet McGhee
Date: May 30, 2015 at 11:23 AM
To: Ted Berndt ted.berndt@crc-ny.com

New York State Department of Health

Bureau of Narcotic Enforcement

Medical Marijuana Program

150 Broadway

Albany, NY 12204

Dear Ted Berndt and members of the Cambridge Chamber of Commerce:

I am writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

The CRC is located in Washington County, the gateway to the Adirondack Park, and the northern most reach of the Capital Region. Washington County prides itself as a true agro-business community. Our legacy supporting the agricultural industry, not only through farming but also the supply chain for farming, demonstrate the natural fit for New York's most recent decision to expand our crop diversification to cannabis for the purpose of producing Medical Marijuana products for patients who are afflicted with a number of approved diseases and conditions.

The CRC has worked feverishly with the local community, county, businesses and residents to gain the support for their application. The job creation, at a time where we are seeing job loss, security and agricultural pioneering of this endeavor will highly compliment the county's vision, sustainability and belief in access to health care.

As a resident of Washington County, the revitalization of a former farming site provides promise to the municipality. The employment and re-employment of our neighbors is profound. The ability to know that we are all a part of easing the debilitating conditions that will experience relief from the products that will be grown and produced here in Washington County instills pride in our community.

The CRC is a Washington County based, New York grown company. The founders live in our community and have prepared to apply as an RO ensuring that the agro-business tradition remains

cutting edge and diverse. There is no more logical location for a RO. The proximity of the property to major thoroughfares and highways, the existence of the physical plant that is perfectly suited for the crop and state regulations is unique and keeps business costs down, and the expertise of the workforce the county has to offer supported by industry masters, and ensures CRC's ability to meet the state's date for dispensing.

I am proud to stand with CRC in their application to pioneer the Medical Marijuana Program in New York State. There is not a more perfectly suited applicant to be designated as a Registered Organization in the New York Medical Marijuana Program.

Sincerely,

Janet McGhee

Cambridge resident and Artistic Director, Battenkill Chorale

May 26, 2015

New York State Department of Health
Bureau of Narcotic Enforcement, Medical Marijuana Program
150 Broadway, Albany, NY 12204

Dear Sir or Madame,

I am writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

The CRC is located in Washington County, the gateway to the Adirondack Park, and the northern most reach of the Capital Region. Washington County prides itself as a true agro-business community. Our legacy supporting the agricultural industry, not only through farming but also the supply chain for farming, demonstrate the natural fit for New York's most recent decision to expand our crop diversification to cannabis for the purpose of producing Medical Marijuana products for patients who are afflicted with a number of approved diseases and conditions.

The CRC has worked feverishly with the local community, county, businesses and residents to gain the support for their application. The job creation, at a time where we are seeing job loss, security and agricultural pioneering of this endeavor will highly compliment the county's vision, sustainability and belief in access to health care.

As a resident of Washington County and a business owner, the revitalization of a former farming site provides promise to the municipality. The employment and re-employment of our neighbors is profound. The ability to know that we are all a part of easing the debilitating conditions that will experience relief from the products that will be grown and produced here in Washington County instills pride in our community.

The CRC is a Washington County based, New York grown company. The founders live in our community and have prepared to apply as an RO ensuring that the agro-business tradition remains cutting edge and diverse. There is no more logical location for a RO. The proximity of the property to major thoroughfares and highways, the existence of the physical plant that is perfectly suited for the crop and state regulations is unique and keeps business costs down, and the expertise of the workforce the county has to offer supported by industry masters, and ensures CRC's ability to meet the state's date for dispensing.

I am proud to stand with CRC in their application to pioneer the Medical Marijuana Program in New York State. There is not a more perfectly suited applicant to be designated as a Registered Organization in the New York Medical Marijuana Program.



Judy S. Short, Broker/Owner Country Properties Real Estate

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

Dear Sir/Madam:

We are writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

The CRC is located in Washington County, the gateway to the Adirondack Park, and the northern most reach of the Capital Region. Washington County prides itself as a true agro-business community. Our legacy supporting the agricultural industry, not only through farming but also the supply chain for farming, demonstrate the natural fit for New York's most recent decision to expand our crop diversification to cannabis for the purpose of producing Medical Marijuana products for patients who are afflicted with a number of approved diseases and conditions.

The CRC has worked feverishly with the local community, county, businesses and residents to gain the support for their application. The job creation, at a time where we are seeing job loss, security and agricultural pioneering of this endeavor will highly compliment the county's vision, sustainability and belief in access to health care.

As a resident / business owner of Washington County, the revitalization of a former farming site provides promise to the municipality. The employment and re-employment of our neighbors is profound. The ability to know that we are all a part of easing the debilitating conditions that will experience relief from the products that will be grown and produced here in Washington County instills pride in our community.

The CRC is a Washington County based, New York grown company. The founders live in our community and have prepared to apply as an RO ensuring that the agro-business tradition remains cutting edge and diverse. There is no more logical location for a RO. The proximity of the property to major thoroughfares and highways, the existence of the physical plant that is perfectly suited for the crop and state regulations is unique and keeps business costs down, and the expertise of the workforce the county has to offer supported by industry masters, and ensures CRC's ability to meet the state's date for dispensing.

We are proud to stand with CRC in their application to pioneer the Medical Marijuana Program in New York State. There is not a more perfectly suited applicant to be designated as a Registered Organization in the New York Medical Marijuana Program.

Thank you for your consideration,
John & June Hommel

{WD038344.1}

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

Dear NYSDOH:

I am writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

The CRC is located in Washington County, the gateway to the Adirondack Park, and the northern most reach of the Capital Region. Washington County prides itself as a true agro-business community. Our legacy supporting the agricultural industry, not only through farming but also the supply chain for farming, demonstrate the natural fit for New York's most recent decision to expand our crop diversification to cannabis for the purpose of producing Medical Marijuana products for patients who are afflicted with a number of approved diseases and conditions.

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As a lifelong resident of Washington County, the revitalization of a former farming site provides promise to the municipality. The employment and re-employment of our neighbors is profound.

The ability to know that we are all a part of easing the debilitating conditions that will experience relief from the products that will be grown and produced here in Washington County instills pride in our community.

The CRC is a Washington County based, New York grown company. The founders live in our community and have prepared to apply as an RO ensuring that the agro-business tradition remains cutting edge and diverse. There is no more logical location for a RO. The proximity of the property to major thoroughfares and highways, the existence of the physical plant that is perfectly suited for the crop and state regulations is unique and keeps business costs down, and the expertise of the workforce the county has to offer supported by industry masters, and ensures CRC's ability to meet the state's date for dispensing.

I am proud to stand with CRC in their application to pioneer the Medical Marijuana Program in New York State. There is not a more perfectly suited applicant to be designated as a Registered Organization in the New York Medical Marijuana Program.

Respectfully,
Leon H Barkley



New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

Dear _____:

I am writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

The CRC is located in Washington County, the gateway to the Adirondack Park, and the northern most reach of the Capital Region. Washington County prides itself as a true agro-business community. Our legacy supporting the agricultural industry, not only through farming but also the supply chain for farming, demonstrate the natural fit for New York's most recent decision to expand our crop diversification to cannabis for the purpose of producing Medical Marijuana products for patients who are afflicted with a number of approved diseases and conditions.

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We/I am proud to stand with CRC in their application to pioneer the Medical Marijuana Program in New York State. There is not a more perfectly suited applicant to be designated as a Registered Organization in the New York Medical Marijuana Program.

Thank you for your time and consideration,

Sara Kelly

Cambridge Village resident and Business owner

{WD038344.1}

**TOWN OF HARTFORD
WASHINGTON COUNTY
STATE OF NEW YORK**

RESOLUTION NO. 15069

MARCH 10, 2015

TITLE: TO SUPPORT THE SITING OF A MEDICAL MARIJUANA CULTIVATION CENTER IN WASHINGTON COUNTY PURSUANT TO THE COMPASSIONATE CARE ACT

ON MOTION OF SUPERVISOR HAFF, 2ND BY COUNCILMAN DILLON, THE FOLLOWING RESOLUTION WAS **ADOPTED** 4 AYES, 0 NAYS, 1 ABSENT (FOOTE). VOTING AYE, SUPERVISOR HAFF, COUNCILWOMAN BEECHER, COUNCILMAN DILLON AND COUNCILMAN DEYOE.

WHEREAS, NEW YORK STATE HAS PASSED THE COMPASSIONATE CARE ACT (THE ACT) ALLOWING FOR THE USE OF MEDICAL MARIJUANA IN CERTAIN FORMS FOR CERTAIN MEDICAL CONDITIONS, AND

WHEREAS, THE ACT PROVIDES FOR THE SITING OF A TOTAL OF FIVE CULTIVATION CENTERS STATEWIDE, OPERATING UNDER REGISTERED ORGANIZATIONS WITH REGULATORY OVERSIGHT BY THE STATE HEALTH DEPARTMENT, AND

WHEREAS, WASHINGTON COUNTY'S LOCATION AND AGRICULTURAL HISTORY MAKE IT A LOGICAL CHOICE FOR A CULTIVATION CENTER, AND

WHEREAS, A CULTIVATION CENTER WOULD ALSO PROVIDE MUCH NEEDED JOBS TO WASHINGTON COUNTY RESIDENTS, AND

WHEREAS, IN 2014 WASHINGTON COUNTY RANKED 57TH OUT OF THE 57 NEW YORK COUNTIES IN THE COLLECTION OF SALES TAX DOLLARS PER CAPITA, AND

WHEREAS, MUCH NEEDED REVENUE WOULD ALSO BE RECEIVED IN THE FORM OF EXCISE TAX ON THE OPERATION, AND

WHEREAS, THE WASHINGTON COUNTY BOARD OF SUPERVISOR'S AGRICULTURE, PLANNING, TOURISM AND COMMUNITY DEVELOPMENT COMMITTEE HAS VOTED TO SUPPORT SUCH SITING AND RECOMMEND THE SAME TO THE FULL WASHINGTON COUNTY BOARD OF SUPERVISORS; **NOW THEREFORE BE IT RESOLVED**,

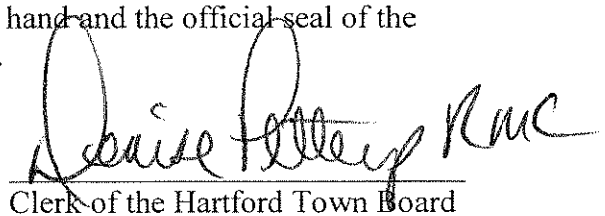
THAT THE HARTFORD TOWN BOARD HEREBY SUPPORTS AND REQUESTS THE SITING OF A CULTIVATION CENTER IN WASHINGTON COUNTY PURSUANT TO THE COMPASSIONATE CARE ACT;

AND BE IT FURTHER RESOLVED, THAT A COPY OF THIS RESOLUTION BE SENT TO MEMBERS OF ASSEMBLY STEC, WOERNER AND MC LAUGHLIN, SENATORS LITTLE AND MARCHIONE, NEW YORK DEPT. OF HEALTH SECRETARY, AND NEW YORK GOVERNOR CUOMO.

STATE OF NEW YORK)
County of Washington)
Town of Hartford) ss.:

This is to certify that I, the undersigned, Clerk of the Town Board of the Town of Hartford have compared the foregoing copy of resolution with the original resolution now on file in the office and which was passed by the Town Board of the Town of Hartford on the 10th day of March, 2015, a majority of all the members elected to the Board voting in favor thereof, and that the same is correct and true transcript of such original resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the Hartford Town Board, this 12th day of March 2015.


Clerk of the Hartford Town Board

**TOWN OF HARTFORD
WASHINGTON COUNTY
STATE OF NEW YORK**

RESOLUTION NO. 15070

MARCH 10, 2015

**TITLE: TO SUPPORT THE SITING OF A MEDICAL MARIJUANA CULTIVATION CENTER IN
WASHINGTON COUNTY BY COMPASSIONATE RELIEF CENTERS OF NEW YORK, INC.
PURSUANT TO THE COMPASSIONATE CARE ACT**

ON MOTION OF SUPERVISOR HAFF, 2ND BY COUNCILMAN DILLON, THE FOLLOWING
RESOLUTION WAS **ADOPTED** 4 AYES, 0 NAYS, 1 ABSENT (FOOTE). VOTING AYE,
SUPERVISOR HAFF,

WHEREAS, THE COMPASSIONATE RELIEF CENTERS OF NEW YORK, INC. (THE CENTER)
HAS PROPOSED SITING A CULTIVATION CENTER WITHIN THE TOWN OF JACKSON,
WASHINGTON COUNTY, AND

WHEREAS, THE CENTER WILL BE SUBMITTING AN APPLICATION TO THE STATE OF NEW
YORK FOR THE SITING OF A CULTIVATION CENTER PURSUANT TO THE COMPASSIONATE
CARE ACT, AND

WHEREAS, REDEVELOPMENT OF THIS LARGE SITE IN THE SOUTHERN SECTION OF
WASHINGTON COUNTY WOULD HAVE A LARGE ECONOMIC IMPACT IN BOTH
EMPLOYMENT AND REVENUE, AND

WHEREAS, THE COMPASSIONATE RELIEF CENTER OF NEW YORK, INC. MADE A
PRESENTATION TO THE HARTFORD TOWN BOARD AND TOWN OF HARTFORD PUBLIC
DURING A HARTFORD TOWN BOARD MEETING ON 3/10/15 THAT WAS FAVORABLY
RECEIVED, AND

WHEREAS, THE HARTFORD TOWN BOARD HAS ALREADY ENDORSED THE CONCEPT OF A
CULTIVATION CENTER WITHIN WASHINGTON COUNTY;

NOW THEREFORE BE IT RESOLVED,

THAT THE HARTFORD TOWN BOARD HEREBY INDICATES ITS SUPPORT FOR THE
COMPASSIONATE RELIEF CENTERS OF NEW YORK, INC. IN ITS APPLICATION TO BECOME A
CULTIVATION CENTER; **AND BE IT FURTHER RESOLVED,**

THAT A COPY OF THIS RESOLUTION BE SENT TO MEMBERS OF ASSEMBLY STEC,
WOERNER AND MCLAUGHLIN, SENATORS LITTLE AND MARCIONE, THE NEW YORK STATE
DEPT. OF HEALTH SECRETARY, AND NEW YORK GOVERNOR CUOMO.

STATE OF NEW YORK)
County of Washington)
Town of Hartford) ss.:

This is to certify that I, the undersigned, Clerk of the Town Board of the Town of Hartford have compared the foregoing copy of resolution with the original resolution now on file in the office and which was passed by the Town Board of the Town of Hartford on the 10th day of March, 2015, a majority of all the members elected to the Board voting in favor thereof, and that the same is correct and true transcript of such original resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the Hartford Town Board, this 12th day of March 2015.


Clerk of the Hartford Town Board



Village of Greenwich

6 Academy St.
Greenwich NY 12834

Resolution

Be it Resolved that the Board of Trustees of the Village of Greenwich support the New York Compassionate Care Act: Assembly Bill A. 6357-A(Gottfried) / S.4406-A(Savino) to allow New Yorkers with serious medical conditions access to medical cannabis under the supervision of their healthcare provider.

Whereas, agriculture has been, is now, and is expected to continue to be a major economic activity in Washington County;

Whereas, agriculture is the major factor shaping the landscape and the view sheds in the town and Washington County.

Be it further resolved that the Village of Greenwich supports the Compassionate Relief Centers of New York Inc., in their goal to become a registered organization licensed to cultivate and process Medical Cannabis at their facility located at 15 Plains Road in the Town of Jackson, Washington County, New York.

On motion by Trustee Taylor, and seconded by Trustee Hayes and duly put to a vote which resulted as follows:

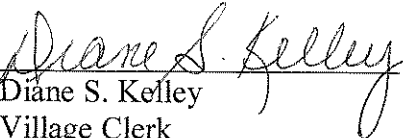
Roll Call:	David Doonan, Mayor	<u>aye</u>
	Lyle Hayes, Trustee	<u>aye</u>
	Pamel Fuller, Trustee	<u>aye</u>
	Cathy Brown, Trustee	<u>aye</u>
	Timothy Taylor, Trustee	<u>aye</u>

Carried: 5-0

Date passed:

February 9, 2015

Certification:


Diane S. Kelley
Village Clerk

Seal:

Phone: 518-692-2755

Fax: 518-692-8657

Cambridge-Greenwich Police Department



Police Chief George Bell

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

Dear Sir/Ma'am :

I am writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

I have met and heard several presentations by the developers of the Compassionate Relief Center of New York which if chosen will be located just outside of my jurisdiction but ultimately will have a huge impact on my municipality. I have reviewed their security protocol and feel confident that this will be a well-managed program.

I firmly believe that this program will greatly boost the economy in Southern Washington County and bring jobs to an area that is in desperate need of jobs.

I would like to state that I support the Compassionate Relief Centers of New York endeavor to open a medical marihuana manufacturing plant in Cambridge New York.

Sincerely,

A handwritten signature in black ink, appearing to read "G. G. Bell", written over a horizontal line.

George G Bell
Chief of Police

56 North Park Street
Cambridge, NY 12816
(518) 677-3044

6 Academy Street
Greenwich, NY 12834
(518) 692-9332



OFFICE OF THE SHERIFF
WASHINGTON COUNTY NEW YORK

Jeffrey J. Murphy
Sheriff

John A. Winchell
Undersheriff

"Community First"

Administrative Office Division
399 Broadway
Fort Edward, NY 12828
Voice (518) 746-2475
Fax (518) 746-2483

Law Enforcement Division
399 Broadway
Fort Edward, NY 12828
Voice (518) 746-2475
Fax (518) 746-2483

Corrections
399 Broadway
Fort Edward, NY 12828
Voice (518) 746-2476
Fax (518) 746-2484

Civil Division
399 Broadway
Fort Edward, NY 12828
Voice (518) 746-2477
Fax (518) 746-2385

Salem Substation
State Route 22
Salem, New York 12865
Voice (518) 854-7488
Fax (518) 854-2303



New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

I am writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

The CRC is located in Washington County, the gateway to the Adirondack Park, and the northern most reach of the Capital Region. Washington County prides itself as a true agri-business community. Our legacy supporting the agricultural industry, not only through farming but also the supply chain for farming, demonstrate the natural fit for New York's most recent decision to expand our crop diversification to cannabis for the purpose of producing Medical Marijuana products for patients who are afflicted with a number of approved diseases and conditions.

The CRC is a Washington County based, New York grown company. The founders live in our community and have prepared to apply as an RO ensuring that the agri-business tradition remains cutting edge and diverse. There is no more logical location for a RO. The proximity of the property to major thoroughfares and highways, the existence of the physical plant that is perfectly suited for the crop and state regulations is unique and keeps business costs down, and the expertise of the workforce the county has to offer supported by industry masters, and ensures CRC's ability to meet the state's date for dispensing.

I support the CRC in their application to pioneer the Medical Marijuana Program in New York State. There is not a more perfectly suited applicant to be designated as a Registered Organization in the New York Medical Marijuana Program.


Sheriff


CAMBRIDGE VALLEY BUSINESS SERVICES
60 GILBERT STREET, CAMBRIDGE, NY 12816
518-222-4372

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

Dear Sir/Madam,

I am writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

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The CRC has worked feverishly with the local community, county, businesses and residents to gain the support for their application. The job creation, at a time where we are seeing job loss, security and agricultural pioneering of this endeavor will highly compliment the county's vision, sustainability and belief in access to health care.

As a business owner and resident of Washington County, the revitalization of a former farming site provides promise to the municipality. The employment and re-employment of our neighbors is profound. The ability to know that we are all a part of easing the debilitating conditions that will experience relief from the products that will be grown and produced here in Washington County instills pride in our community.

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I am proud to stand with CRC in their application to pioneer the Medical Marijuana Program in New York State. There is not a more perfectly suited applicant to be designated as a Registered Organization in the New York Medical Marijuana Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa M. Pembroke", written in a cursive style.

Lisa M. Pembroke

Resolution of Support, May 18, 2015
By Washington County Farm Bureau

TITLE: To Support the Siting of a Medical Marijuana Cultivation Center in Washington County by Compassionate Relief Centers of New York, Inc. Pursuant to the Compassionate Care Act

WHEREAS, the Compassionate Relief Centers of New York, Inc. (The Center) has proposed siting a cultivation center within the Town of Jackson, Washington County, and

WHEREAS, the Center will be submitting an application to the State of New York for the siting of a cultivation center pursuant to the Compassionate Care Act, and

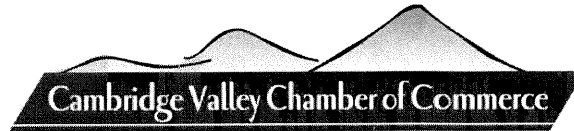
WHEREAS, Washington County's location and agricultural history make it a logical choice for a cultivation center; now therefore be it

RESOLVED, that the Washington County Farm Bureau hereby supports and requests the siting of a cultivation center in Washington County pursuant to the Compassionate Care Act; and be it further

RESOLVED, that a copy of this resolution be sent to Members of Assembly Stec, Woerner and McLaughlin, Senators Little and Marchione and the relevant New York State Agencies.



Washington Co. Farm Bureau President



PO Box 405, Cambridge, NY 12816

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

Dear Sir/Madam,

We are writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

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The CRC has worked feverishly with the local community, county, businesses and residents to gain the support for their application. The job creation, at a time where we are seeing job loss, security and agricultural pioneering of this endeavor will highly compliment the county's vision, sustainability and belief in access to health care.

As the local Chamber of Commerce in Cambridge, NY, the revitalization of a former farming site provides promise to the municipality. The employment and re-employment of our neighbors is profound. The ability to know that we are all a part of easing the debilitating conditions that will experience relief from the products that will be grown and produced here in Washington County instills pride in our community.

The CRC is a Washington County based, New York grown company. The founders live in our community and have prepared to apply as an RO ensuring that the agro-business tradition remains cutting edge and diverse. There is no more logical location for a RO. The proximity of the property to major thoroughfares and highways, the existence of the physical plant that is perfectly suited for the crop and state regulations is unique and keeps business costs down, and the expertise of the workforce the county has to offer supported by industry masters, and ensures CRC's ability to meet the state's date for dispensing.

We are proud to stand with CRC in their application to pioneer the Medical Marijuana Program in New York State. There is not a more perfectly suited applicant to be designated as a Registered Organization in the New York Medical Marijuana Program.

Sincerely,

Lisa M. Pembroke
President
CVCC



PO Box 405, Cambridge, NY 12816

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

Dear Sir/Madam,

Compassionate Relief Centers of New York ("CRC") is a current member of the Cambridge, NY Chamber of Commerce.

Sincerely,

Lisa M. Pembroke

Lisa M. Pembroke

President
CVCC

RANKING MINORITY MEMBER
ENVIRONMENTAL CONSERVATION
INVESTIGATIONS &
GOVERNMENT OPERATIONS
COMMITTEES
AGING
CULTURAL AFFAIRS, TOURISM, PARKS
& RECREATION
HEALTH
JUDICIARY
LOCAL GOVERNMENT



DISTRICT OFFICE:
322 EIGHTH AVENUE, SUITE 1700
NEW YORK, NEW YORK 10001
PHONE: (212) 633-8052
FAX: (212) 633-8096

ALBANY OFFICE:
ROOM 413
LEGISLATIVE OFFICE BUILDING
ALBANY, NEW YORK 12247
PHONE: (518) 455-2451
FAX: (518) 426-6846

e-mail:
hoylman@nysenate.gov

website:
hoylman.nysenate.gov

June 5, 2015

Commissioner Howard A. Zucker, M.D., J.D.
New York State Department of Health
150 Broadway, Suite 355
Albany, NY 12204

Dear Commissioner Zucker:

I am submitting this letter on behalf of the application of Compassionate Relief Centers of New York (CRCNY) to be awarded a license to manufacture and dispense approved medical marijuana products in New York State in accordance with Public Health Law §3365(9), which is planning to locate a dispensary at 601 West 57th Street, within the boundaries of the district I serve.

Through the Compassionate Care Act, which I supported in the State Legislature, I'm extremely pleased that medical marijuana under regulation of the Department of Health will soon be providing benefits to patients with serious conditions including cancer, HIV/AIDS, ALS, Parkinson's disease, multiple sclerosis, and neurological conditions.

CRCNY is a responsible and reliable entity to administer medical marijuana, given the outstanding track records of its partner, The Durst Organization and Greater New York Hospital Association, each of which have existed over a century. While there are no zoning changes required to locate a medical marijuana dispensary at this location in Community Board 4, I assure you that I will be working closely with the community board to ensure the facility is well-managed and integrated seamlessly in the neighborhood.

Thank you for moving this important initiative forward.

Sincerely,

Brad Hoylman
New York State Senate, 27th District

CC: Jesse Bodine, Community Board 4



LINDA B. ROSENTHAL
Assemblymember 67th District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIR
Commission on Science & Technology

COMMITTEES
Agriculture
Corporations, Authorities & Commissions
Energy
Health
Housing
Tourism, Parks, Arts & Sports Development

Howard A. Zucker, M.D., J.D.
Commissioner
New York State Department of Health
Bureau of Narcotics Enforcement - Medical Marijuana Program
150 Broadway, Suite 355
Albany, NY 12204

Dear Commissioner Zucker:

I am writing in support of the application of Compassionate Relief Centers of New York (CRCNY) to be awarded a license to manufacture and dispense approved medical marijuana products in New York State in accordance with Public Health Law §3365(9). One of the dispensaries will be sited at 601 West 57th Street, New York, NY 10019, which is located in my Manhattan district.

CRCNY's application bridges the upstate/downstate divide. Its partnership with Greater New York Hospital Association (GNYHA) and the Durst Organization (Durst) will create economic development across the entire state. In addition, it will ensure that each facet of the enterprise is managed by top experts in their respective fields. GNYHA and Durst each possess more than 100 years of experience, making this a dynamic team.

For many people suffering from terminal illnesses, marijuana has the ability to treat or diminish debilitating side effects that render life all but unlivable. My constituents on the Upper West Side and I have long supported providing those who suffer from chronic pain and serious diseases with access to medical marijuana, and we applaud the New York State Department of Health for moving this initiative forward in a timely and responsible manner.

I thank you for your consideration of this letter and reiterate my support for the CRCNY's application. With dedicated and experienced leadership from each of the partnered organizations, I am confident that this endeavor will be an unparalleled success.

Sincerely,

A handwritten signature in cursive script that reads "Linda Rosenthal".

Linda B. Rosenthal
Member of Assembly – 67 AD

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK**

February 5, 2015

5:30 P.M.

MINUTES

Present: Mayor James Calnon, Councilors Rachelle Armstrong (W1), Dale Dowdle (W3), Paul O'Connell (W4), Becky Kasper (W5), Joshua Kretser (W6)

Absent: Councilor Mike Kelly (W2)

1. MINUTES OF THE PREVIOUS MEETING:

RESOLVED: That the Minutes of the regular meeting of the Common Council held on January 22, 2015 are approved and placed on file among the public records of the City Clerk's Office.

By Councilor Kretser; Seconded by Councilor Kasper
Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser
(All voted in the affirmative)

2. PAYROLLS OF VARIOUS DEPARTMENTS:

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the weeks ending January 28, 2015 in the amount of \$ 278,507.61 and February 4, 2015 in the amount of \$ 266,388.18 are authorized and allowed and the Mayor and the City Clerk are hereby empowered and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor Armstrong; Seconded by Councilor Kretser
Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser
(All voted in the affirmative)

3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:

- Report of Fire and Ambulance Responses for the weeks of January 22 – February 4, 2015
- Report from the Building Inspector's office February 3, 2015
- Report from the Parking Violations Bureau for November and December 2014

RESOLVED: That the reports as listed are hereby ordered received and placed on file among the public records of the City Clerk's Office.

By Councilor Dowdle; Seconded by Councilor Kasper
Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser
(All voted in the affirmative)

4. **CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None**

5. **AUDIT OF CLAIMS:**

RESOLVED: That the bills Audited by the Common Council for the weeks ending January 30, 2015 in the amount of \$ 871,396.60 and February 6, 2015 in the amount of \$ 232,508.90 are authorized and allowed and the Mayor and City Clerk are hereby authorized and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor Kretser; Seconded by Councilor Armstrong
Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser
(All voted in the affirmative)

6. **PERSONS ADDRESSING COUNCIL:**

Andrew Golt 17 Couch Street remarked that after the recent storm he noticed a lot of sidewalks were cleared. Feels there is too much salt put on City Hall steps.

7. **OTHER ITEMS:**

Motion to remove item 7A from the Table.

By Councilor Kasper; Seconded by Councilor Kretser

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser
(All voted in the affirmative)
ACTION TAKEN: Adopted

A. RESOLVED: In accordance with the requirements of the Open Meetings Law, the Common Council approves amending "#2. Speakers must give their name, address and organization, if any" from the approved "City of Plattsburgh Rules for Public Comment" to read "Speakers **may but are not required to** give their name, address and organization, if any."

Discussion: None
Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser
(All voted in the affirmative)
ACTION TAKEN: Adopted
Follow up Action: None

B. RESOLVED: In accordance with the request therefore the Common Council approves continuing the contract with James Burgess as the Nuisance Animal Control Officer for 2015 for the total cost of \$25,000 and there is no increase in cost from 2014.

By Councilor Armstrong; Seconded by Councilor Kasper

Discussion: Yes

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action:

C. RESOLVED: In accordance with the request therefore the Common Council approves continuing the contract with ELMORE SPCA for animal shelter services for 2015 for the total cost of \$10,868 and there is no increase in cost from 2014.

By Councilor Armstrong; Seconded by Councilor Dowdle

Discussion: Yes

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

D. THE MAYOR HANDS DOWN THE REAPPOINTMENT OF RONALD NOLLAND TO THE ZONING BOARD OF APPEALS EFFECTIVE DECEMBER 31, 2014 AND EXPIRING DECEMBER 31, 2019.

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

E. RESOLVED: In accordance with the request therefore the Common Council approves that the "Steady Ed Safari Disk Golf Tournament" in downtown Plattsburgh now known as "Chains for Charity IV: The Backpack Program" be changed from July 18, 2015 to June 27, 2015 from 9am-4pm and in conjunction with the JCEO to hold a Field Day in Trinity Park closing Trinity Place and Lower Court from 11am to 4pm.

By Councilor Kasper; Seconded by Councilor Armstrong

Discussion: None

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

F. RESOLVED: In accordance with the request therefore the Common Council approves the Plattsburgh Farmers and Crafters Market group to manage the Farmers Market for the 2015 market season from May 16 - October 10, 2015.

By Councilor Kretser; Seconded by Councilor Kasper

Discussion: Yes

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser
(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

G. RESOLVED: In accordance with the request therefore the Common Council approves the Champlain Valley Morgan Horse Association to hold the "2nd Annual Community Flea Market" at the Farmers Market Building on Saturday, October 17, 2015 from 9am to 3pm.

By Councilor Kretser; Seconded by Councilor Kasper

Discussion: None

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

H. RESOLVED: In accordance with the request therefore the Common Council approves Proposal No. 2015-2-2 "Roof Replacement Projects at PMLD Buildings 1 and 2 at Green Street and 6 Miller Street Business Office" be awarded to AES Northeast in the total amount of \$12,476.

By Councilor Dowdle; Seconded by Councilor O'Connell

Discussion: None

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

I. RESOLVED: In accordance with the request therefore the Common Council approves transferring \$13,000 from Contingency to Community Development Contract Services.

By Councilor O'Connell Seconded by Councilor Dowdle

Discussion: Yes

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

J. RESOLVED: In accordance with the request therefore the Common Council approves a consulting contract with the Finch Network for Grant Services in an amount not to exceed \$25,400.

By Councilor Dowdle; Seconded by Councilor Kasper

Discussion: None

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

K. RESOLVED: In accordance with the request therefore the Common Council approves extending contractual benefits (due to job related injuries) for Officer Richard Tucker for an additional 12 weeks. His current 12 week period will expire on 01/29/15.

By Councilor Kasper; Seconded by Councilor Kretser
Discussion:

Councilor Kasper made a motion to amend to:

Remove “additional 12 weeks” and amend it to” up to February 19th.”

By Councilor Kasper; Seconded by Councilor Kretser
Roll call: Councilors Armstrong, Dowdle, O’Connell, Kasper, Kretser
(All voted in the affirmative)

RESOLVED: In accordance with the request therefore the Common Council approves extending contractual benefits (due to job related injuries) for Officer Richard Tucker up to February 19, 2015.

Roll call: Councilors Armstrong, Dowdle, O’Connell, Kasper, Kretser
(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

L. WHEREAS, on July 5, 2014, Governor Cuomo signed into law the New York Medical Marihuana Law; and

WHEREAS, the New York State Department of Health has established specific regulation under which businesses are licensed as Registered Organizations for medical marihuana cultivation, production and sale; and

WHEREAS, there is ample evidence that marihuana is beneficial to people suffering from the chronic and debilitating pain associated with cancer, AIDS and multiple sclerosis, and has also proven effective in alleviating nausea associated with chemotherapy, and muscle spasms from neurological disorders; and

WHEREAS, The American Nurses Association, American Academy of Family Physicians, Lymphoma Foundation of America, American Preventive Medical Association, American Public Health Association, Gray Panthers, and the New England Journal of Medicine have endorsed the medical use of marihuana; and

WHEREAS, A 2014 Quinnipiac University poll found that 88 percent of all New Yorkers think allowing medical marihuana at the recommendation of a doctor is a good idea – with strong support amongst all groups; and

WHEREAS, New York State Licensed Registered Organizations provide high skill and living wage jobs and operate under Labor Peace Agreements with labor unions; and

WHEREAS, Local innovators and entrepreneurs in the medical marihuana industry seek to drive local economic growth; and

WHEREAS, The City of Plattsburgh's commercial electricity rates provide a low cost opportunity for licensed Medical Marihuana cultivation in Controlled Environment Agriculture (CEA) nurseries; and

WHEREAS, the Common Council has a vested interest in ensuring that City of Plattsburgh residents have access to all viable medical options that could address symptoms associated with chronic, painful, or terminal diseases; and

Now Therefore, it is hereby RESOLVED: In accordance with the request therefore the Common Council supports New York Assembly Bill 6357 signed into law by Governor Andrew Cuomo on July 5, 2014; and it is further

RESOLVED: that the City of Plattsburgh welcomes and encourages appropriately licensed, registered and regulated medical marihuana businesses, including cultivation, processing facilities and dispensaries; and it is further

RESOLVED: that the City of Plattsburgh's current laws and codes do not prohibit medical marihuana businesses, including cultivation, processing facilities and dispensaries.

By Councilor Kasper; Seconded by Councilor Armstrong

Discussion: Yes

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser
(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

M. Motion to waive rule 4 for initial consideration "Request from the City Chamberlain to adjust the 2015 General Fund budget by \$3,145.00 equally for Recreation Contract Services appropriations and General Fund Special Items estimated revenue for feasibility study costs for the Saranac River that are reimbursable through a New York State grant" and "Resolution in support of NYS Homes and Renewals Affordable Home Renewal Program 2014-2015 Home Improvements Projects:

WHEREAS, The City of Plattsburgh is committed to securing funding to continue work on improving the housing stock in the City;

WHEREAS, The City of Plattsburgh is committed to identifying funding and programs to help City of Plattsburgh homeowners make critical home improvements;

WHEREAS, Funds are available to support this type of activity through New York State Homes and Renewal's Affordable Home Renewal Program 2014-2015 Home Improvement Projects;

WHEREAS, The City of Plattsburgh is aware of the waiving of up to \$2,500 permit fees and the administrative time committed by the Director of Community Development and agrees to provide the oversight to execute the grant according to the timeline outlined in the application;

THEREFORE BE IT RESOLVED, The Mayor is hereby authorized and directed to accept funds from, enter into, and execute a project agreement with the State for such financial assistance for the City of Plattsburgh”

By Councilor Kretser; Seconded by Councilor O’Connell

Discussion: None

Roll call: Councilors Armstrong, Dowdle, O’Connell, Kasper, Kretser

(All voted in the affirmative)

ACTION TAKEN: Adopted

RESOLVED: In accordance with the request therefore the Common Council approves the City Chamberlain to adjust the 2015 General Fund budget by \$3,145.00 equally for Recreation Contract Services appropriations and General Fund Special Items estimated revenue for feasibility study costs for the Saranac River that are reimbursable through a New York State grant.

By Councilor Armstrong; Seconded by Councilor Kasper

Discussion: None

Roll call: Councilors Armstrong, Dowdle, O’Connell, Kasper, Kretser

(All voted in the affirmative)

ACTION TAKEN: Adopted

Resolution in support of NYS Homes and Renewals Affordable Home Renewal Program 2014-2015 Home Improvements Projects:

WHEREAS, The City of Plattsburgh is committed to securing funding to continue work on improving the housing stock in the City;

WHEREAS, The City of Plattsburgh is committed to identifying funding and programs to help City of Plattsburgh homeowners make critical home improvements;

WHEREAS, Funds are available to support this type of activity through New York State Homes and Renewal’s Affordable Home Renewal Program 2014-2015 Home Improvement Projects;

WHEREAS, The City of Plattsburgh is aware of the waiving of up to \$2,500 permit fees and the administrative time committed by the Director of Community Development and agrees to provide the oversight to execute the grant according to the timeline outlined in the application;

THEREFORE BE IT RESOLVED, The Mayor is hereby authorized and directed to accept funds from, enter into, and execute a project agreement with the State for such financial assistance for the City of Plattsburgh.

By Councilor Kretser; Seconded by Councilor Kasper

Discussion: Yes

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser

(All voted in the affirmative)

ACTION TAKEN: Adopted

8. TRAVEL REQUEST:

A. RESOLVED: In accordance with the request therefore the Common Council approves a Police Officer to attend "New York State Division of Criminal Justice Services Law Enforcement Peer Training" in Albany, NY from February 22 – 27, 2015 at a cost not to exceed \$927 and will be expensed from the Asset Forfeiture fund.

By Councilor Kasper; Seconded by Councilor Kretser

Discussion: None

Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser

(All voted in the affirmative)

ACTION TAKEN: Adopted

Follow up Action: None

9. RESOLUTIONS FOR INITIAL CONSIDERATION:

1. Request from the City Chamberlain to adjust the 2015 General Fund budget by \$3,145.00 equally for Recreation Contract Services appropriations and General Fund Special Items estimated revenue for feasibility study costs for the Saranac River that are reimbursable through a New York State grant. **(Move to agenda under "Other Items" Letter M)**

2. Resolution in support of NYS Homes and Renewals Affordable Home Renewal Program 2014-2015 Home Improvements Projects:

WHEREAS, The City of Plattsburgh is committed to securing funding to continue work on improving the housing stock in the City;

WHEREAS, The City of Plattsburgh is committed to identifying funding and programs to help City of Plattsburgh homeowners make critical home improvements;

WHEREAS, Funds are available to support this type of activity through New York State Homes and Renewal's Affordable Home Renewal Program 2014-2015 Home Improvement Projects;

WHEREAS, The City of Plattsburgh is aware of the waiving of up to \$2,500 permit fees and the administrative time committed by the Director of Community Development and agrees to provide the oversight to execute the grant according to the timeline outlined in the application;

THEREFORE BE IT RESOLVED, The Mayor is hereby authorized and directed to accept funds from, enter into, and execute a project agreement with the State for such financial assistance for the City of Plattsburgh. (Move to agenda under "Other Items" Letter M)

10. NEW BUSINESS:

Councilor O'Connell spoke about the Winter Carnival in Saranac Lake and the possibility of challenging Mayor Rabideau to a snow ball fight.

11. CLOSING PUBLIC COMMENTS: None

Motion to Adjourn by Councilor Kasper; Seconded by Councilor Armstrong
Roll call Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser
(All voted in the affirmative)

MEETING ADJOURNED: 6:07pm

**TOWN OF PLATTSBURGH
TOWN BOARD WORK SESSION
FEBRUARY 23, 2015**

Resolution No. 015-57

**Support of The Medical Marijuana Law and
Local Processing and Dispensing Facilities**

WHEREAS, on July 5, 2014, Governor Cuomo signed into law the New York Medical Marijuana Law; and

WHEREAS, the New York State Department of Health has established specific regulation under which businesses are licensed as Registered Organizations for medical marijuana cultivation, production and sale; and

WHEREAS, there is ample evidence that marijuana is beneficial to people suffering from the chronic and debilitating pain associated with cancer, AIDS and multiple sclerosis, and has also proven effective in alleviating nausea associated with chemotherapy, and muscle spasms from neurological disorders; and

WHEREAS, The American Nurses Association, American Academy of Family Physicians, Lymphoma Foundation of America, American Preventive Medical Association, American Public Health Association, Gray Panthers and the New England Journal of Medicine have endorsed the medical use of marijuana; and

WHEREAS, a 2014 Quinnipiac University poll found that 88 percent of all New Yorkers think allowing medical marijuana, at the recommendation of a doctor, is a good idea with strong support amongst all groups; and

WHEREAS, the Town Board has an interest in ensuring that its residents have access to all viable medical options that could address symptoms associated with chronic, painful, or terminal diseases;

NOW, THEREFORE, it is hereby RESOLVED: that the Town of Plattsburgh Town Board supports New York Assembly Bill 6357 signed into law by Governor Andrew Cuomo on July 5, 2014; and, it is further

RESOLVED, that the Town of Plattsburgh welcomes and encourages appropriately licensed, registered and regulated medical marijuana businesses, including cultivation, processing facilities and dispensaries in the Town of Plattsburgh and County of Clinton; and, it is further

RESOLVED, that a certified copy of this Resolution be sent to Governor Cuomo, Senator Little and Assembly Woman Duprey.

Motion: Michael S. Cashman

Seconded by: Meg E. LeFevre

Discussion: Yes

Roll Call:	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
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x

Thomas E. Wood	x
Martin D. Mannix	x
Michael S. Cashman	x
Meg E. LeFevre	x
Bernard C. Bassett	x



JANET L. DUPREY
Assemblywoman 115th District
Clinton, Franklin, St. Lawrence Counties

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

RANKING MINORITY MEMBER
Committee on Governmental Operations

COMMITTEES
Correction
Higher Education
Rules
Ways and Means

June 4, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

Dear Commissioner:

I am writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

The CRC is located in Washington County, the gateway to the Adirondack Park, and the northern most reach of the Capital Region. I have been informed CRC has a lease agreement to locate a dispensary in Plattsburgh in my Assembly District. The highly regulated, and security focused dispensary that CRC will be adding to our community will provide an appropriate environment for the patients in my district and beyond. The dispensary's proximity to major thoroughfares and highways, the medical community and transportation allows for easy access for patients across the region.

I request your consideration of Compassionate Relief Centers of New York's application to receive a registration a Registered Organization in the New York Medical Marijuana Program.

Sincerely,

A handwritten signature in cursive script, appearing to read "Janet L. Duprey".

Janet L. Duprey
Member of Assembly

JLD/cak



NEIL D. BRESLIN
SENATOR, 44TH DISTRICT

LEGISLATIVE ETHICS COMMISSION

RANKING MINORITY MEMBER
INSURANCE COMMITTEE

COMMITTEES
BANKS
EDUCATION
FINANCE
HIGHER EDUCATION
JUDICIARY
RULES
ROOM 414
STATE CAPITOL
ALBANY, NEW YORK 12247
TEL. 518-455-2225
FAX 518-426-6807

June 3, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

To whom it may concern:

I am writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

This applicant embodies the greatness that New York has to offer, most especially the talents of our people, our home grown talent. This is a true upstate/downstate collaboration. The agricultural expertise of the North Country, the health care expertise of the Hudson Valley, the business acumen of the metro area. The proficiency of this applicant and their staff, the vast majority of whom are New Yorkers, is distinctive to their application.

The CRC is located in Washington County, the gateway to the Adirondack Park, and the northern most reach of the Capital Region. Washington County prides itself as a true agri-business community. Our legacy supporting the agricultural industry, not only through farming but also the supply chain for farming, demonstrate the natural fit for New York's most recent decision to expand our crop diversification to cannabis for the purpose of producing Medical Marijuana products for patients who are afflicted with a number of approved diseases and conditions.

CRC has sited their dispensaries in locations across the state, that when puzzled together with other ROs, ensures statewide coverage as well as a successful business model. They have been conscious of the economic development opportunities in areas of the state that have been longing for decades; while maintaining an eye for the accessibility of dispensaries for the patient population

As the Senator representing the district, I am confident in the State's Medical Marijuana Program, and welcome a dispensary. The highly regulated, and security focused dispensary that CRC will be adding to our community will provide an appropriate environment for the patients in my district and beyond. The dispensary's proximity to major thoroughfares and highways, the medical community and transportation allows for easy access for patients across the region.

I firmly support the Compassionate Relief Centers of New York's application to receive a registration a Registered Organization in the New York Medical Marijuana Program.

Sincerely,

Neil D. Breslin
Member of Senate

NDB:bsr





Paula A. Mahan
Town Supervisor

TOWN OF COLONIE

PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

Public Operations Center
347 Old Niskayuna Road
Latham, New York 12110

Phone (518)783-2741 Fax (518)783-2888
Planning Board Agenda (518)783-1511
www.colonie.org/pedd

Joseph LaCivita
Director

June 4, 2015

Mr. Ted Berndt, Co-CEO, COO
15 Plains Road
Cambridge NY 12816

Dear Mr. Berndt:

I'm writing with regard to Compassionate Relief Centers of New York, Inc. proposed medical cannabis dispensary in the Town of Colonie. Generally, the Town Board of the Town of Colonie has no objections to this proposed use in a suitable location in the Town and the Town would consider 1 Park Place, Colonie, New York as such a suitable location.

Pursuant to the plans and other submitted materials, it is my conclusion that your proposed use of space at 1 Park Place, Colonie, New York, is a permitted use. As such, should the state of New York issue Compassionate Relief Centers of New York, Inc. a registration as a Registered Organization of the New York Medical Marijuana Program authorized to dispense medical cannabis, your company could proceed to operate this business at the aforementioned location without the need for a zoning change or any other variance.

Please feel free to contact me at 518-783-2741 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "J. LaCivita", with a long horizontal flourish extending to the right.

Joseph LaCivita
Planning and Economic Development Director



PHIL STECK
Assemblymember 110th District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

COMMITTEES
Children and Families
Health
Insurance
Judiciary
Transportation

June 3, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Riverview Center, 150 Broadway
Albany, NY 12204

Dear Commissioner:

I am writing in support of the Compassionate Relief Centers of New York's ("CRC") application for registration as a Registered Organization ("RO") in the Medical Marijuana Program of New York State.

Compassionate Relief Centers will serve as a true upstate/downstate collaboration; bringing together the agricultural expertise of the North Country, the health care expertise of the Hudson Valley and the business acumen of the metro area..

The CRC is located in Washington County, the gateway to the Adirondack Park, and the northern most reach of the Capital Region. Washington County prides itself as a true agri-business community. By expanding our crop diversification to include cannabis (for the purpose of producing Medical Marijuana), the agricultural industry of the region has demonstrated itself as a natural fit for the crop. Our continued support for the agricultural industry will ultimately benefit the patients who are afflicted with a number of approved diseases and conditions.

CRC has sited their dispensaries in locations across the state, that when pieced together with other ROs, ensures statewide coverage as well as a successful business model. They have been conscious of the economic development opportunities in areas of the state that have been longing for decades; while maintaining an eye for the accessibility of dispensaries for the patient population.

As the Assemblymember representing the 110th Assembly District, I am confident in the State's Medical Marijuana Program and welcome a dispensary. The highly regulated and security-focused dispensary that CRC will be adding to our community will provide an appropriate environment for the patients in my district and beyond. The dispensary's proximity to major thoroughfares and highways and the medical community allows for easy access for patients across the region.

I firmly support the Compassionate Relief Centers of New York's application to receive a registration as a Registered Organization in the New York Medical Marijuana Program.

Sincerely,

Phil Steck