



To the New York State Department of Health,

I am a practicing medical doctor specializing in anesthesiology and pain management and have practiced medicine in New York for thirty years. In [REDACTED]

We share a lifelong commitment to the advancement of patient care and scientific development, including the relatively unexplored potential of medicinal cannabis in treating patients with specific conditions for which other medicines have had limited efficacy or undesirable side effects, including addiction.

As evidence of this commitment we have invested significant resources, both time and financial, in pursuing our vision to obtain a license to produce and distribute medicinal cannabis in New York State and to form a first rate team of dedicated professionals and advisers who share that vision. We founded Integrated Scientific Herbal Advances, LLC (ISHA) which is a MBWE (minority and woman owned business). Serving as Science Adviser and Chief Executive Officer respectively, Nina and I are the owners of the company and, as such, personally invested in its success.

As lifelong professional caregivers, we will always put patients first. We will ensure a sliding fee schedule for lower income individuals, while maintaining tight security measures to prevent product diversion. We recognize that the medical marijuana industry is new to the State of New York and that the policies surrounding its development have focused on the delivery medicinal relief to patients in need. That is the purpose and thrust of our application submitted herewith. In addition, we look forward to doing our part in building the local economy through community partnerships, revenue sharing, and recruitment of local talent to fill over 100 new jobs.

Over the past year, we have personally expended in excess of \$500,000 in this effort to secure a New York State medical marijuana license. We have also partnered with a fourth generation family farmer who has agreed to contribute a \$1.5 million cultivation and processing facility in Goshen, NY to the company.

The local government of Goshen has granted our planned facility. A resolution of support from the Board is attached.

In addition, we have reached a labor peace agreement with Local 338, and we have entered into lease arrangements for four dispensary sites each of which satisfies the requirements of the DOH and which collectively cover a broad swath of the state from Rochester to Binghamton, to Manhattan, to Long Island.

Also attached are two certified checks for the amount of \$200,000 and \$10,000, as required for the refundable and nonrefundable portions of the application fee. There is respectfully submitted herewith an original and nine copies of the application along with the USB drive, as required.

Should anything else be required as a part of this process I can be contacted at [REDACTED] Thank you in advance for your cooperation and assistance.

Sincerely,

A handwritten signature in cursive script that reads "Ramesh Sawhney". The signature is written in black ink and is positioned below the word "Sincerely,".

Dr. Ramesh Sawhney, MD, CEO



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Section A: Business Entity Information

1. Business Name: Integrated Scientific Herbal Advances LLC

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: 2126742484

5. Fax:

6. Email:

7. Business Address: 67 Irving Place, 10th Floor

8. City: New York

9. State: NY

10. ZIP Code: 10003

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

12. City:

13. State:

14. ZIP Code:

Section B: Primary Contact Information

15. Name: Dr Ramesh Sawhney

16. Title: CEO

17. Phone: [REDACTED]

18. Fax:

19. Email:

20. Mailing Address: 67 Irving Place, 10th Floor

21. City: New York

22. State: NY

23. ZIP Code: 10003

Section C: Proposed Manufacturing Facility Information

24. Proposed Facility Name: Goshen Facility

25. Proposed Facility Address: 873 Pulaski Hwy

26. City: Goshen

27. State: NY

28. ZIP Code: 10924

29. County:
Orange

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:

[REDACTED]

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).



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

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: Mineola Branch		
41. Proposed Facility Address: 228 Harrison Ave		
42. City: Mineola	43. State: NY	44. ZIP Code: 11507
45. County: Suffolk	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: 8am to 10pm Friday: 8am to 10pm Tuesday: 8am to 10pm Saturday: 10am to 8pm Wednesday: 8am to 10am Sunday: to Thursday: 8am to 10am		
Section E: Proposed Dispensing Facility #2 Information		
48. Proposed Facility Name: Manhattan Branch		
49. Proposed Facility Address: 207 Ninth Ave		
50. City: New York	51. State: NY	52. ZIP Code: 10011
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.	



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

55. Proposed Hours of Operation:

Monday:	to	Friday:	to
Tuesday:	to	Saturday:	to
Wednesday:	to	Sunday:	to
Thursday:	to		

Section F: Proposed Dispensing Facility #3 Information**56. Proposed Facility Name:** Binghamton Branch**57. Proposed Facility Address:** 1235 Upper Front Street**58. City:** Binghamton**59. State:** NY**60. ZIP Code:** 13905**61. County:**
Broome**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:	8am to 10pm	Friday:	8am to 10pm
Tuesday:	8am to 10pm	Saturday:	10am to 8pm
Wednesday:	8am to 10pm	Sunday:	to
Thursday:	8am to 10pm		

Section G: Proposed Dispensing Facility #4 Information**64. Proposed Facility Name:** Rochester Branch**65. Proposed Facility Address:** 1250 Scottville Road**66. City:** Rochester**67. State:** NY**68. ZIP Code:** 14624**69. County:**
Monroe**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:	8am to 10pm	Friday:	8am to 10pm
Tuesday:	8am to 10pm	Saturday:	10am to 8pm
Wednesday:	8am to 10pm	Sunday:	to
Thursday:	8am to 10pm		



Section H: Legal Disclosures

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

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

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

OR

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

☐Yes ☒No

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

74.

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

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

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

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



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

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

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

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

Section I: Required Attachments

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

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

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

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

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

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

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

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

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

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



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

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



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

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:

97. Print Name:

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

Notary Name:

Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal)

Date:

PATRICIA BRISTOL
Notary Public, State of New York
No. 01BR4631900
Qualified in Kings County
Commission Expires August 31, 2018

Attachment A

All Property

Identification of all real property, buildings and facilities that will be used in manufacturing and dispensing of the medical marihuana products

ISHA Grow Facility

873 Pulaski Highway

Goshen, NY 10924

Dispensary 1

207 9th Avenue

New York, NY 10011

Dispensary 2

228 Harrison Avenue

Mineola, New York 11507

Dispensary 3

1289 Scottsville Road

Rochester, New York 14624

Dispensary 4

1235 Upper Front Street

Binghamton, New York 13905

Attachment B

Identification of Equipment

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

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Attachment D

Operating Plan

Operating Plan

Section 1

Manufacturing

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Operating Plan

Section 2
Transport
&
Distributinon

Transport & Distribution

Transportation priorities are security, efficiency, and environmental stability.

Distribution involves transporting processed cannabis from the ISHA Production Facility in Goshen, New York, to dispensaries, throughout New York State.

Prior to transporting any approved medical marijuana product, ISHA will complete a shipping manifest using a form designed or selected by the State of New York. (1) A copy of the shipping manifest will be transmitted to the dispensing facility that will receive the products and to the department at least two business days prior to transport. (2) ISHA will maintain all shipping manifests and make them available to the department for inspection upon request, for a period of 5 years.

Due to Federal prohibitions, at no time can transport leave the State of NY. Doing so would expose ISHA staff to potential criminal complications for bringing a Schedule 1 Drug across State lines to neighboring jurisdictions in which ISHA possesses no operating license. [REDACTED]

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

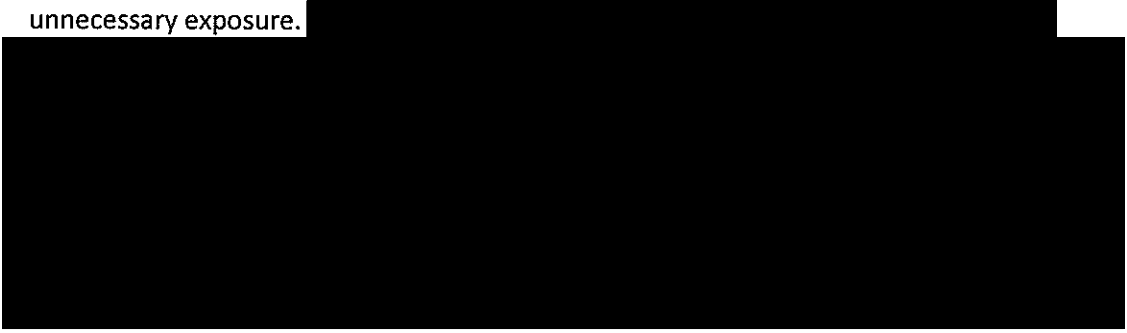
Only ISHA staff will transport approved medical marijuana products from the manufacturing facility to dispensing facilities. [REDACTED]

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

A transport team member will possess a copy of the shipping manifest at all times when transporting or delivering approved medical marijuana products and shall produce it to

the Department of Health Commissioner, the commissioner's authorized representative or law enforcement official upon request.

Finally, it should also be noted that in addition to the previously noted transport requirements any cannabis or related products being transported will be properly packaged as to protect the integrity of the product and those transporting it from unnecessary exposure.



Operating Plan

Section 3
Dispensing & Sale

Dispensing & Sale

Dispensing and sale procedures are designed to ensure security and safety and to prevent the possibility of diversion or fraud. An armed guard and licensed pharmacist are on site during operating hours, and access to medicine stores are restricted to the pharmacist, who dispenses the medicine from behind a bullet resistant window. All patient identities are verified by state-issued identification card, state-issued medical marihuana card, and fingerprint and retinal scans. All information is retained for 180 days, and will be available for security audits and provided in response to any investigatory requests. Staff biometrically sign transactions with thumbprint scans.

Product information and patient education literature is packaged with all medicines and reviewed by pharmacist with patient. All products and packaging are marked with warning labels and instructions to contact the prescribing physician, the dispensing location, or ISHA in the instance of any broken safety seal, adverse reaction, questions, or concerns.

Operating Plan

Section 4

Devices

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

Operating Plan

Section 5

Security & Control

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

Operating Plan

Section 6
Standard Operating
Procedures

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

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Operating Plan

Section 7
Quality Assurance Plans

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

Operating Plan

Section 8
Return, Complaints,
Adverse Events & Recalls

Policies and procedures to document and investigate approved medical marihuana product returns, complaints and adverse events, and to provide for rapid voluntary or involuntary recalls of any lot of medical marihuana product

Product recalls shall be done based upon need from either the patient level or manufacturer. The recalls will be based upon specific lot numbers.

Patients or designated caregivers will be notified by phone and may return the unused portion to the dispensary.

The dispensary then can provide a new supply to the patient or designated caregiver and will be required to notify the practitioner and New York State as to why an early prescription fill is required.

The recalled product will be logged in and placed in a separate designated area for pick up. The product once picked up for transport must be signed out by the Pharmacist and the guard transporting the products.

The products shall be placed in a sealed light resistant package and returned to the manufacturing facility for review.

Arrangements for product recalls will be done as a priority and will be sent to manufacturer within 5 days of receipts of such recalled lots.

The light resistant package shall be placed into a plain outer package for transport.

Operating Plan

Section 9
Product Quality Assurance

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

Operating Plan

Section 10 Recordkeeping

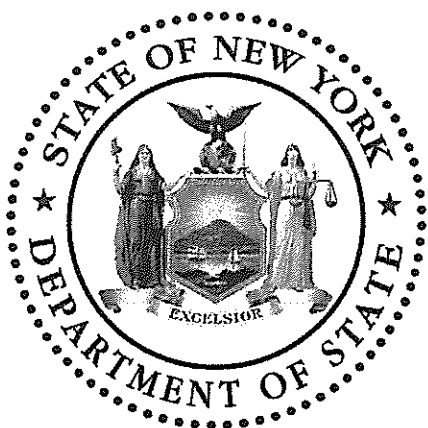
Attachment E

Operational Documents

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
November 13, 2014.

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

Anthony Giardina
Executive Deputy Secretary of State

ONLINE FILING RECEIPT

ENTITY NAME: INTEGRATED SCIENTIFIC HERBAL ADVANCES LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: ALBA

FILED:11/13/2014 DURATION:***** CASH#:141113010199 FILE#:141113010199

DOS ID:4665930

FILER:

EXIST DATE

STEVEN BRODSKY
623 EAGLE ROCK AVE #388
WEST ORANGE, NJ 07052

11/13/2014

ADDRESS FOR PROCESS:

BRODSKY LLC
911 CENTRAL AVE. #344
ALBANY, NY 12206

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: BRODSKY LLC-PH

SERVICE CODE: PH

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		

DOS-1025 (04/2007)

Authentication Number: 1411130209 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

**ARTICLES OF ORGANIZATION
OF
Integrated Scientific Herbal Advances LLC**

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

Integrated Scientific Herbal Advances LLC

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

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

Brodsky LLC
911 Central Ave. #344
Albany, NY 12206

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

Steven Brodsky, Organizer (signature)

Steven Brodsky , ORGANIZER
623 Eagle Rock Ave #388
West Orange, NJ 07052

Filed by:
Steven Brodsky
623 Eagle Rock Ave #388
West Orange, NJ 07052

BRODSKY LLC

**FILED WITH THE NYS DEPARTMENT OF STATE ON: 11/13/2014
FILE NUMBER: 141113010199; DOS ID: 4665930**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
INTEGRATED SCIENTIFIC HERBAL ADVANCES LLC**

This OPERATING AGREEMENT (this “Agreement”) of **INTEGRATED SCIENTIFIC HERBAL ADVANCES LLC** (the “Company”) is entered into as of the 13th day of November, 2014, by and between Ramesh Sawhney, an individual with an address of 67 Irving Place, 10th Floor, New York, NY 10003 as the sole member of the Company (the “Member”), and the Company.

The Member hereby forms a limited liability company pursuant to and in accordance with New York law, and hereby agrees as follows:

**SECTION I
FORMATION AND NAME; OFFICE; PURPOSE; TERM**

1.1. **Organization.** The Member hereby organizes a limited liability company pursuant to New York law and the provisions of this Agreement. The Member hereby ratifies the previous filing of the Articles of Organization with the State of New York in the form attached hereto as Exhibit A.

1.2. **Name.** The name of the Company shall be “**INTEGRATED SCIENTIFIC HERBAL ADVANCES LLC**”. The Company may do business under that name and under any other name or names that comply with applicable law which the Member selects.

1.3. **Purpose.** The purposes of the Company shall be to:

1.3.1 engage in any type of business as the Member may from time to time deem to be in the best interests of the Company; and

1.3.2 engage in any lawful act or activity for which limited liability companies may be formed under law and engage in any and all activities necessary or incidental to the foregoing.

1.4 **Powers.** The Company shall have all the powers available to it as a limited liability company under the laws of the State of New York.

1.5 **Term.** The term of the Company commenced on Nov. 13, 2014, the date the Articles of Organization were accepted for filing by the State of New York, and the Company shall continue in existence perpetually, unless its existence is sooner terminated pursuant to a dissolution under this Agreement.

1.6 **Registered Agent and Office.** The office of the Company in the State of New York shall be located at 67 Irving Place, 10th Floor, New York, NY 10003 or at such other location as the Company shall determine in compliance with law.

1.7 ***Foreign Qualification.*** The Company shall qualify as a foreign limited liability company in any other jurisdiction where in the judgment of the Member, the nature of the Company's activities in such jurisdiction requires registration.

1.8 ***Liability to Third Parties.*** The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a Court.

SECTION II MEMBERS; CAPITAL; MANAGEMENT

2.1 ***Member.*** The name and address of the Member is as follows:

Ramesh Sawhney
67 Irving Place, 10th Floor
New York, NY 10003

2.2 ***Intentionally left blank.***

2.3 ***Additional Contributions.*** If the Member shall determine that additional capital is required to carry out the purposes of the Company, the Member may make such additional contributions.

2.4 ***Allocation of Profits and Losses.*** The Company's profits and losses shall be allocated to the Member.

2.5 ***Distributions.*** Distributions shall be made to the Member at the times and in the amounts determined by the Member, provided that no distribution shall be made in violation of law.

SECTION III MANAGEMENT

3.1 ***Management.*** The Company shall be managed by its Member.

3.1.1 The Member shall be the sole person or entity with the power to bind the Company, except and to the extent that such power is expressly delegated to any other person or entity by the Member. The Member shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs.

3.1.2 The Member may designate himself as President of the Company, if he so

elects, and may appoint individuals with or without such titles as he may elect, including the titles of Vice President, Treasurer, Secretary, and Assistant Secretary, to act on behalf of the Company with such power and authority as the Member may delegate in writing to any such persons.

3.1.3 The Member is not liable to the Company for any act or omission made in good faith relating to the Member's status as a Member, or in the course of the performance of the Member's rights and obligations under this Agreement; provided, however, that a Member is liable for any act or omission resulting from the Member's fraud, gross negligence, willful misconduct, or intentional breach of any provision of this Agreement.

3.1.4 The Company shall indemnify and hold harmless the Member (irrespective of the capacity in which he acts) for and from all assessments, costs, damages, expenses, fines, judgments, liabilities, losses, penalties, and reasonable attorneys' fees and disbursements incurred by the Member by reason of any act or omission performed or omitted by him on behalf of the Company; provided, however, that the Member shall not be indemnified for any amount resulting from the Member's fraud, gross negligence, willful misconduct, or intentional breach of any provision of this Agreement.

3.1.5 The Company shall have the power, but not the obligation, to indemnify any individual who is or was an officer, employee or agent of the Company to the same extent as if such individual was a Member.

SECTION IV TRANSFERS AND ASSIGNMENTS

4.1 ***Assignments.*** The Member may assign in whole or in part his limited liability company interest.

4.2 ***Admission of Additional Members.*** One or more additional members of the Company may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional member of the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have more than one member.

SECTION V DISSOLUTION AND LIQUIDATION

5.1 ***Events of Dissolution.*** The Company shall be dissolved upon the happening of any of the following events:

5.1.1 Upon the written consent of the sole remaining Member of the Company; or

5.1.2 Ninety (90) days after the date on which the Company no longer has at least

one (1) member, unless at least one (1) new Member is admitted within that ninety (90) day period; or

5.1.3 The entry of a decree of judicial dissolution under the law.

5.2 ***Procedure for Winding Up and Dissolution.*** If the Company is dissolved, the Member shall wind up its affairs. On winding up of the Company, the Member shall convert all assets of the Company into cash to the maximum extent practicable and, the assets of the Company shall be distributed as follows:

5.2.1 First, to the payment of the debts, liabilities, and obligations of the Company (other than any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation;

5.2.2 Second, to the setting up of any reserves that the Member determines are appropriate for any contingent or unforeseen liabilities or obligations of the Company;

5.2.3 Third, to the payment of any loans or advances that may have been made by the Member to the Company; and

5.2.4 Fourth, the balance, if any, to the Member.

5.3 ***Filing of Certificate of Cancellation.*** If the Company is dissolved, the Member shall promptly file the proper dissolution documents with the State of New York. If there is no remaining Member, the Certificate shall be filed by the legal or personal representatives of the Member.

SECTION VI GENERAL PROVISIONS

6.1 ***Bank Accounts.*** All funds of the Company shall be deposited in a bank account or accounts maintained by the Member on the Company's behalf.

6.2 ***Books and Records.*** The Member shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting practices.

6.3 ***Applicable Law.*** All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of New York.

6.4 ***Section Titles and Terms.*** The headings herein are inserted as a matter of convenience only, and do not define or limit the scope of this Agreement or the intent of the

provisions hereof. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require.

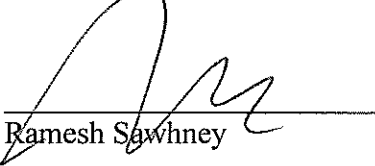
6.5 ***Binding Provisions.*** This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

6.6 ***Separability of Provisions.*** Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

6.7 ***Amendment.*** This Agreement may be amended or modified only by a written instrument signed by the Member.

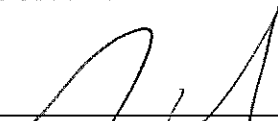
IN WITNESS WHEREOF, the undersigned has duly executed this Operating Agreement as of the day and year first above written.

MEMBER:


Ramesh Sawhney

The Company hereby executes this Agreement for the purposes of becoming a party hereto and agreeing to perform its obligations and duties hereunder and being entitled to enjoy its rights and benefits hereunder.

THE COMPANY:

By: 
Ramesh Sawhney, Member

FILING RECEIPT

=====

ENTITY NAME : INTEGRATED SCIENTIFIC HERBAL ADVANCES LLC

DOCUMENT TYPE : ASSUMED NAME LTD LIABILITY CO

=====

FILER:

FILED: 05/19/2015

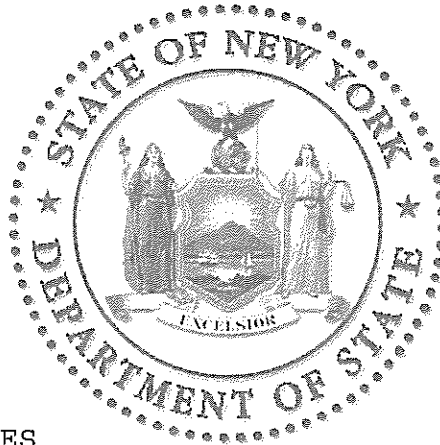
CASH#: 350198

FILM#: 20150519039

LEGALZOOM.COM C/O IMELDA VASQUEZ
SUITE 100
100 W. BROADWAY
GLENDALE CA 91210

PRINCIPAL LOCATION

67 IRVING PLACE
10TH FLOOR
NEW YORK
NY 10003



COMMENT:

ASSUMED NAME

SCIENTIFIC HERBAL ADVANCES

=====

SERVICE COMPANY : LEGALZOOM.COM, INC.

CODE: AF
BOX : 28

FEEs 35.00

FILING : 25.00
COUNTY : .00
COPIES : 10.00
MISC : .00
HANDLE : .00

PAYMENTS: 35.00

CASH :
CHECK : 35.00
C CARD :

REFUND :

Date of this notice: 11-13-2014

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 G

INTEGRATED SCIENTIFIC HERBAL
ADVANCES LLC
RAMESH SAWHNEY SOLE MBR
67 IRVING PL FL 10
NEW YORK, NY 10003

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

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

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

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

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

IMPORTANT REMINDERS:

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

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

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

Thank you for your cooperation.

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
INTEGRATED SCIENTIFIC HERBAL ADVANCES LLC

This Amended and Restated Limited Liability Company Operating Agreement (this "Agreement") of Integrated Scientific Herbal Advances LLC, a New York limited liability company (the "Company"), effective as of June 3, 2015 (the "Effective Date"), is entered into by and among the Company and the parties listed on Schedule I hereto from time to time.

WITNESSETH:

WHEREAS, the Company was formed as a limited liability company on November 13, 2014 by the filing of Articles with the Secretary of State of the State of New York pursuant to and in accordance with the Act;

WHEREAS, Sawhney, as the initial member of the Company, entered into that Limited Liability Company Operating Agreement of the Company, dated as of November 13, 2014 (the "Prior LLC Agreement"), pursuant to which Sawhney was designated the Member (as defined in the Prior LLC Agreement) of the Company;

WHEREAS, Section 6.7 of the Prior LLC Agreement permitted the Member to amend the Prior LLC Agreement, subject to certain limitations set forth therein; and

WHEREAS, Sawhney desires to enter into this Agreement to amend, restate and supersede the Prior LLC Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

As used herein, the following terms shall have the following meanings:

"Act" shall mean the New York Limited Liability Company Act, as amended, and any successor to such statute.

"Adjusted Capital Account Deficit" shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the applicable Fiscal Year after (i) crediting thereto any amounts which such Member is, or is deemed to be, obligated to restore pursuant to Treasury Regulations Sections 1.704-2(g)(1) and Sections 1.704-2(i)(5) and (ii) debiting such Capital Account by the amount of the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition of Adjusted

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

“Affiliate” shall mean, with respect to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. For purposes of this definition, the terms “control,” “controlling,” “controlled by” and “under common control with,” as used with respect to any Person, means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Aggregate Preferred Return” shall mean, in the case of Sawhney and Bhardwaj, the dollar amount of all Application Costs incurred by Sawhney or Bhardwaj, as applicable, reduced (but not below zero) by distributions to them pursuant to Section 3.5 or Article VIII.

“Applicable Law” shall mean, with respect to any Person, all provisions of laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decrees or orders of any Governmental Authority applicable to such Person.

“Application Costs” shall mean the application fee, the registration fee and any other fees and costs paid by the Company to any Governmental Authority, including without limitation the New York Department of Health (DOH), and any third party that the Managing Member determines in its sole discretion to be costs incurred for the purpose of qualifying the Company to be a Registered Organization.

“Articles” shall mean the Articles of Organization of the Company.

“Bhardwaj” shall mean Nina Bhardwaj.

“Business Day” shall mean any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks in New York, New York are authorized or required by Applicable Law to close.

“Capital Account” means, with respect to any Member, the capital account established and maintained for such Member pursuant to Section 9.1 hereof.

“Capital Contribution” shall mean, as to any Member, the cash or Fair Market Value of other property actually contributed to the Company as of any date by such Member or otherwise deemed to be contributed to the Company by such Member, which Capital Contribution shall be reflected on Schedule I hereto, as amended from time to time in accordance with the terms of this Agreement.

“Class” means the class of Members or Units, as applicable.

“Class A Member” means a Member designated on Schedule I as holding Class A Units, and any other Person that is admitted as a Class A Member pursuant to the provisions of this Agreement, until he ceases to be a Class A Member pursuant to the provision of this Agreement or the Act.

“Class A Units” shall mean each interest of the Company designated as a Class A Unit.

“Class B Member” means a Member designated on Schedule I as holding Class B Units, and any other Person that is admitted as a Class B Member pursuant to the provisions of this Agreement, until he ceases to be a Class B Member pursuant to the provision of this Agreement or the Act.

“Class B Units” shall mean each interest of the Company designated as a Class B Unit.

“Code” shall mean the U.S. Internal Revenue Code of 1986, as the same may be amended from time to time, or any successor U.S. federal income tax code.

“DOH” shall mean the New York State Department of Health.

“Fair Market Value” shall mean, as of the date of determination, the value that would be obtained in an arm’s length transaction for ownership of such property for cash between an informed and willing seller and an informed and willing purchaser, each with an adequate understanding of the facts and under no compulsion to buy or sell, as determined in good faith by the Managing Member.

“GAAP” shall mean generally accepted accounting principles in the United States.

“Governmental Authority” shall mean any international, national, federal, state, provincial or local governmental, regulatory or administrative authority, agency, commission, court, tribunal, arbitral body or self-regulated entity.

“IRS” shall mean the U.S. Internal Revenue Service.

“Majority-in-Interest” shall mean Members holding at least a majority of the Class A Units.

“Managing Member” shall mean Sawhney, and any Person substituted or voted upon therefor in accordance with this Agreement, in its capacity as the managing member of the Company.

“Members” shall mean the holders of Class A Units or Class B Units that are signatory to this Agreement (including pursuant to the execution and delivery of a Joinder Agreement, substantially in the form attached hereto as Exhibit A).

“Membership Percentage” shall mean, with respect to any Member, the percentage determined by dividing (1) the number of Units each Member holds at the time of determination, by (2) the total Units of the Company issued and outstanding at the time of determination.

“Permitted Transfer” shall mean a Transfer of Units to a trust or estate planning-related entity for the sole benefit of such Member or to his heirs or legatees.

“Permitted Transferee” shall mean any Person acquiring Units from a Member in accordance with the provisions of this Agreement.

“Person” shall mean any individual, partnership, corporation, investment fund, limited liability company, joint venture, joint stock company, unincorporated organization, association, trust (including the trustees thereof, in their capacity as such) or Governmental Authority.

“Preferred Member” shall mean Sawhney, Bhardwaj and any other Member who is entitled to an Aggregate Preferred Return pursuant to the terms of this Agreement.

“Registered Organization” shall mean an organization designated by the DOH to manufacture and dispense medical marijuana under the Compassionate Care Act.

“Safe Harbor” means the election described in the Safe Harbor Regulation, pursuant to which a partnership and all of its partners may elect to treat the fair market value of a partnership interest that is transferred in connection with the performance of services as being equal to the liquidation value of that interest.

“Safe Harbor Election” means the election by a partnership and its partners to apply the Safe Harbor, as described in the Safe Harbor Regulation and Internal Revenue Service Notice 2005-43, issued on May 19, 2005.

“Safe Harbor Regulation” means Proposed Regulations Section 1.83-3(1), issued on May 19, 2005.

“Sawhney” shall mean Mr. Ramesh Sawhney.

“Transferee” shall mean any Person to whom a Member shall Transfer a Unit in accordance with the terms of this Agreement.

“Treasury Regulations” shall mean regulations promulgated pursuant to the Code.

“United States” or “U.S.” shall mean the United States of America, its territories and possessions, and States of the United States and the District of Columbia.

“Units” shall mean each Class A Unit and Class B Unit held at any time during the term of this Agreement by any Member.

ARTICLE II GENERAL PROVISIONS

2.1 Name. The name of the Company shall be “Integrated Scientific Herbal Advances LLC”. The Managing Member is authorized to make any change in the Company’s name which the Managing Member may deem necessary or advisable.

2.2 Organizational Certificates and Other Filings Limitations on Conduct of Business. If requested by the Managing Member, the Members shall promptly execute all certificates and other documents necessary for the Managing Member to accomplish all filing, recording, publishing and other acts as may be appropriate to comply with all requirements for (a) the operation of a limited liability company under the Act, (b) if the Managing Member deems it advisable, the operation of the Company as an entity or company in which the Members have limited liability, in all jurisdictions where the Company proposes to operate and (c) all other filings required to be made by the Company.

2.3 Purpose. The purposes of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

2.4 Principal Office. The location of the principal office of the Company shall be 67 Irving Place, 10th Floor, New York, NY 10003, or such other location as the Company may from time to time designate.

2.5 Fiscal Year. The fiscal year of the Company shall be the calendar year or, in the case of the first and last fiscal years of the Company, the portion thereof commencing on the effective date of this Agreement or ending on the date on which the winding-up of the Company is completed, as the case may be (in each case the "Fiscal Year").

2.6 Specific Authorization. Notwithstanding any other provision of this Agreement, without limiting the generality of the authority and powers set forth in Section 4.1, the Company, and the Managing Member on behalf of the Company, may execute and deliver any documents, take any actions, and perform its obligations and exercise its rights for the purpose of qualifying the Company to be a Registered Organization, any agreements with respect to the admission of any Person as a Member of the Company, and all documents relating thereto or contemplated thereby, in each case without any further act, vote or approval of any Member or other Person.

ARTICLE III AUTHORIZED UNITS; ISSUANCE OF UNITS; DISTRIBUTIONS

3.1 Authorized Units; Issuance of Units.

(a) Authorized Units. The Company shall be authorized to issue a total of One Thousand (1000) Units, consisting as of the date of this Agreement of two (2) classes: 910 of Class A Units and 90 of Class B Units. Each authorized Unit may be issued pursuant to such agreements and on such terms as the Managing Member shall approve. In addition, the Company may reissue any Units that have been repurchased by the Company. The Managing Member shall have the right to issue additional Units of any Class, create additional classes and/or series of Units and fix or increase the number of authorized Units of any Class from time to time. To the extent the Company issues any additional classes and/or series of Units, this Agreement shall be amended by the Managing Member to reflect the rights, preferences and privileges of such additional classes and/or series of Units.

(b) Issuance of Units. Each Member has contributed to the Company the Capital Contributions as reflected in the books and records of the Company, and is hereby issued the Units set forth opposite such Member's name on Schedule I.

(c) Employee Options and Profits Interests. The Managing Member may cause the Company, from time to time, to issue equity compensation for services provided to, or to be provided to, the Company by employees, consultants, independent contractors or advisors of the Company, in the form of (i) options exercisable for Class B Units or restricted Class B Units ("Employee Options"), or (ii) Class B Units intended to constitute "profits interests" (as such term is used by Rev. Proc. 93-27 and Rev. Proc. 2001-43) ("Profits Interests"), and to admit each such Person as an additional Class B Member, provided that such issuances of Employee Options and Profits Interests pursuant to this Section 3.1(c) do not cause the aggregate number of Class B Units either (A) issued as Profits Interests, and/or (B) issuable under the Employee Options, to employees, consultants, independent contractors or advisors of the Company outstanding immediately after such issuances to exceed ten percent (10%) of the outstanding Units of the Company (the "Cap"). Class B Units issued pursuant to this Section 3.1(c) may be subject to vesting or forfeiture and may be issued pursuant to an equity compensation plan, as determined by the Managing Member.

(d) Issuance of Profits Interests.

(i) Immediately prior to the issuance of any Class B Units constituting Profits Interests pursuant to Section 3.1(c), the Managing Member shall value the Company's assets and adjust the Members' Capital Accounts accordingly with the intent that the recipient of such Class B Units have an initial Capital Account balance of zero with respect to such Class B Units. Issuances of Profits Interests pursuant to Section 3.1(c) are intended to be nontaxable to their recipients to the fullest extent permitted by law. Notwithstanding anything contained in Section 3.1(c), neither the Company nor the Managing Member makes any representation as to the tax consequences of the issuance of Class B Units pursuant to Section 3.1(c).

(ii) The Members agree that, in the event the Safe Harbor Regulation is finalized, the Company shall be authorized and directed to make the Safe Harbor Election and the Company and each Member (including any Person to whom an interest in the Company is transferred in connection with the performance of services) agrees to comply with all requirements of the Safe Harbor with respect to all interests in the Company transferred in connection with the performance of services while the Safe Harbor Election remains effective. The Tax Matters Partner shall be authorized to prepare, execute, and file the Safe Harbor Election.

3.2 Register. The Managing Member shall cause to be maintained in an office of the Company a register (the "Register") setting forth, each Member's name and, with respect to each Member and number and Class of all Units held by such Member, and such other information as the Managing Member may deem necessary or desirable. The Managing Member shall from time to time update the Register as necessary to accurately reflect the information therein. Any reference in this Agreement to the Register shall be deemed to be a reference to the Register as in effect from time to time.

3.3 Admission of Additional Members.

(a) At any time the Managing Member may admit any Person who is not a Member to the Company as a Member. Each Person admitted as a Member will be listed on the Register effective as of the date such Person (a) executes a counterpart of this Agreement and (b) completes such other related documents as the Managing Member deems necessary or appropriate.

(b) The Company shall be permitted to issue up to fifteen (15) Class A Units to Wayne Gurda or Gurda Gardens (collectively, "Gurda"), in exchange for the contribution of certain real property assets by Gurda to the Company, free and clear of any liens or encumbrances, pursuant to terms and conditions acceptable to the Managing Member, in which case, (i) Gurda shall be deemed a Preferred Member and (ii) the definition of "Aggregate Preferred Return" shall include, in the case of Gurda, the Fair Market Value of such real property assets contributed to the Company (x) which shall not exceed \$1,500,000 for purposes of determining Gurda's Aggregate Preferred Return and (y) which shall be reduced (but not below zero) by distributions to Gurda pursuant to Section 3.5 or Article VIII. If the Company issues any additional Class A Units to Gurda pursuant to this Section 3.3(b), the number of Class A Units held by Sawhney shall automatically be reduced by the number of Class A Units issued to Gurda, upon the execution and delivery to the Company by Gurda of a Joinder Agreement, substantially in the form attached hereto as Exhibit A.

3.4 Distributions.

(a) General. Except as otherwise expressly provided herein, no Member shall have the right to withdraw capital from the Company or to receive any distribution or return of its Capital Contribution or Capital Account. Distributions of Company assets that are provided for in this Article III and in Article VIII shall be made only to Persons who, according to the books and records of the Company, were the holders of record of Units in the Company on the date determined by the Managing Member as of which the Members are entitled to any such distributions. Subject to Section 3.5, available cash shall be distributed at such times, and in such amounts, as the Managing Member determines in its sole discretion.

(b) Form of Distribution. A Member, regardless of the nature of the Member's Capital Contribution, has no right to demand or receive any distribution from the Company in any form other than cash. If the Company makes distributions in kind, then for purposes of making distributions under Section 3.5, and for all other purposes of this Agreement, the distribution shall be treated as if the Company had sold such distributed property for cash in an amount equal to the Fair Market Value of such property and distributed such cash to the recipient Members instead.

3.5 Amounts of Distributions.

At any time as the Managing Member may determine, subject to the other provisions of this Agreement, the Company shall distribute available cash and other assets to be distributed to the Members as follows:

(a) First, to the Preferred Members, in proportion to their Aggregate Preferred Return, until each of their respective Aggregate Preferred Return balance has been reduced to zero; and

(b) Thereafter, to all the Members, *parri passu*, as if they were one class, in accordance with their respective Membership Percentage.

3.6 Tax Distributions. Notwithstanding the provisions of Section 3.5, the Managing Member shall cause the Company to make distributions to the Members at least annually from available cash, either during the Fiscal Year or as soon as practicable following the end of such Fiscal Year, which distribution (hereinafter referred to as “Tax Distributions”) shall be calculated as follows. The Tax Distribution to a Member, for the fiscal year, if any, shall be equal to the result of the aggregate federal and state income tax liability which such Member would have incurred solely as a result of such Member’s ownership of Membership Percentage for the Fiscal Year, determined as if such Member were taxable on his allowable share of profits (if any) for such year at the highest marginal income tax brackets applicable to natural persons living in the State of New York. No Tax Distribution shall be made for the final year in which the Company sells or otherwise disposes of all or substantially all of the assets and/or the fiscal year in which the Company dissolves.

(b) Notwithstanding anything in this Article III to the contrary, any Member which received Class B Units in the Company as Profits Interest pursuant to Sections 3.1(c) and 3.1(d) of this Agreement (“Profits Interest Member”) shall only be entitled to share on distributions made pursuant to Section 3.5(b) after all other Members (regardless of class of Units) have received distributions equal to their respective Capital Accounts on the date of issuance of the Profits Interest to such Profits Interest Member.

ARTICLE IV THE MANAGING MEMBER

4.1 Powers of the Managing Member.

(a) The management, operation and policies of the Company shall be vested in the Managing Member, which shall have the power and shall be authorized and empowered on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary or advisable or incidental thereto. Except as specifically authorized by the Managing Member, no Member, in his, her or its capacity as such, shall have the authority to bind the Company.

(b) Without limiting the foregoing general powers and duties, the Managing Member is hereby authorized and empowered on behalf and in the name of the Company, or on its own behalf and in its own name, or through agents, as may be appropriate, to (except to the extent of any powers and duties reserved herein for the Tax Matters Partner):

(i) open, maintain and close bank accounts and draw checks or other orders for the payment of money and open, maintain and close brokerage, money market fund and similar accounts;

(ii) employ and/or retain for usual and reasonably customary payments and expenses, placement agents, consultants, brokers, attorneys, accountants and such other agents and employees for the Company as it may deem necessary or advisable, and authorize any such agent or employee to act for and on behalf of the Company and dismiss any such Person;

(iii) enter into, execute, maintain and/or terminate contracts, undertakings, agreements and any and all other documents and instruments in the name of the Company, and do or perform all such things as may be necessary or advisable in furtherance of the Company's powers, objects or purposes or to the conduct of the Company's activities, including entering into acquisition agreements to acquire or dispose of any direct or indirect assets of the Company which may include such representations, warranties, covenants, indemnities and guaranties as the Managing Member deems necessary or advisable;

(iv) act as the "tax matters partner" of the Company within the meaning of Section 6231(a)(7) of the Code (the "Tax Matters Partner") in accordance with Sections 6221 through 6233 of the Code and any similar provision of state, local or foreign tax Applicable Law; provided that if the Managing Member does not qualify as the Tax Matters Partner, then the Tax Matters Partner shall be a Person designated by the Majority-in-Interest. The Tax Matters Partner is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Tax Matters Partner and to do or refrain from doing any or all things reasonably requested by the Tax Matters Partner with respect to the conduct of such proceedings;

(v) except as otherwise required herein, make, amend, modify, revoke or terminate any and all elections provided for under the Code or applicable tax law of any state, local or foreign jurisdiction, including the election provided for in Section 754 of the Code to adjust the basis of the Company's assets. Each Member will upon request, supply the information necessary to give proper effect to any such election;

(vi) establish such reserves from Company funds as the Managing Member, in its sole discretion, may deem necessary or advisable for Company operations and for the payment of Company obligations;

(vii) resolve, in its sole discretion, any ambiguity regarding the application of any provision of this Agreement in the manner it deems equitable, practicable and consistent with this Agreement and Applicable Law; and

(viii) exercise all rights, powers, privileges and other incidents of ownership or possession with respect to any Company assets, the institution and settlement or compromise of suits and administrative proceedings and other similar matters.

4.2 Limitation on Liability.

(a) To the fullest extent permitted by law, none of the Managing Member, the Tax Matters Partners, or their respective Affiliates, nor their or the Company's respective members, partners, officers, directors, shareholders, agents, employees and other related parties

(each, an “Indemnified Party”), shall be liable to the Company or to any Member for any act or omission taken or suffered by such Indemnified Party in connection with the conduct of the affairs of the Company or otherwise in connection with this Agreement or the matters contemplated herein, unless such act or omission resulted from such Indemnified Party’s fraud, gross negligence, bad faith or willful misconduct in each case that has a material adverse effect on the Company.

(b) The Managing Member shall not be personally liable for the return of any portion of the Capital Contributions (or any return thereon) of any Member. The return of such Capital Contributions (and any return thereon) shall be made from assets, income and profits of the Company, or in connection with a sale or liquidation of the Company. The Managing Member shall not be required to pay to the Company or any Member any deficit in any Member’s Capital Account.

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

(d) The Managing Member may consult with legal counsel and accountants selected by it and any act or omission suffered or taken by it on behalf of the Company or in furtherance of the interests of the Company in good faith in reliance upon and in accordance with the advice of such counsel or accountants shall be full justification for any such act or omission, and the Managing Member shall be fully protected and held harmless in so acting or omitting to act.

4.3 Indemnification.

(a) To the fullest extent permitted by Applicable Law, the Company shall indemnify and hold harmless each of the Indemnified Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by any Indemnified Party and arise out of or in connection with the affairs of the Company, or the performance by such Indemnified Party of any of the Managing Member’s responsibilities hereunder or otherwise in connection with the matters contemplated herein or therein; provided, that (i) an Indemnified Party shall be entitled to indemnification hereunder only to the extent that (A) such Indemnified Party’s conduct did not constitute fraud, gross negligence, bad faith or willful misconduct by such Indemnified Party in each case that has a material adverse effect on the Company and (B) such Indemnified Party acted in good faith in a manner reasonably believed to be in and, as to other matters, in a manner reasonably believed to be not opposed to, the best interests of the Company, and (ii) an Indemnified Party shall be entitled to

indemnification hereunder with respect to criminal proceedings only if such Indemnified Party did not have reasonable cause to believe that such action was unlawful.

(b) Expenses incurred by an Indemnified Party in defense or settlement of any claim that shall be subject to a right of indemnification hereunder may be advanced by the Company prior to the final disposition thereof upon receipt of a written undertaking by or on behalf of the Indemnified Party to repay such amount to the extent that it shall be determined ultimately that such Indemnified Party is not entitled to be indemnified hereunder.

(c) The right of any Indemnified Party to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnified Party may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnified Party's successors, assigns and legal representatives.

4.4 Other Activities. The Managing Member shall not be required to manage the Company as its sole and exclusive function. The Managing Member shall devote such time to the Company's business as the Managing Member, in its sole discretion, shall deem to be necessary to manage and supervise the Company's business and affairs in an efficient manner. The Managing Member and its Affiliates may engage in or possess any interests in business ventures and may engage in any activity whatsoever permitted by Applicable Law and description independently or with others in addition to those relating to the Company.

ARTICLE V THE OTHER MEMBERS

5.1 Management.

Except as otherwise expressly provided herein or as expressly required by a non-waivable provision of the Act, the management of Company shall be vested exclusively in the Managing Member, who shall have authority to bind Company, and no Member shall take part in the management or control of the Company or its activities, transact any business in the Company's name or have the power to sign documents for or otherwise bind the Company. Notwithstanding any other provision of this Agreement, in no event shall a Member be considered a Managing Member of the Company by agreement, estoppel, as a result of the performance of such Member's duties on behalf of the Company. The Managing Member may from time to time appoint officers of the Company.

5.2 Non-Voting Class B Units.

Class B Members shall not have any voting rights. Each Class B Member holds all of such Class Member's Units as non-voting Units.

5.3 Meetings of the Members.

(a) A meeting of the Members may be called by the Managing Member or the Majority-in-Interest by delivering written notice to the Managing Member. Not less than ten (10) nor more than 60 days before the date fixed for a meeting, written notice stating the time, place and purpose of the meeting shall be given by the Managing Member to each Member. The

notice shall be sent by personal delivery or by certified mail, return receipt requested, to each Member entitled to notice of the meeting who is a Member of record as of the day preceding the day on which notice is given, or, if a record date is duly fixed, as of that date. If mailed, the notice shall be addressed to the Members at their respective addresses as they appear in the records of the Company.

(b) Except as may otherwise be provided by law, the Articles of Organization or this Agreement, at any meeting of the Members, the Majority-in-Interest shall constitute a quorum for such meeting.

(c) Members entitled to vote may vote in person or by proxy. The person appointed as proxy need not be a Member. Unless the writing appointing a proxy otherwise provides, the presence at a meeting of the person who appointed a proxy shall not operate to revoke the appointment. Notice to the Company, in writing or in open meeting, of the revocation of the appointment of a proxy shall not affect any vote or action previously taken or authorized.

(d) Except as otherwise provided in this Agreement or required by the Act, all actions of the Members shall be taken by the affirmative vote of Majority-in-Interest.

(e) On any matter that is to be voted on, consented to or approved by Members, the Members may take such action without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Any such consent shall be delivered to all Members following the effectiveness of such consent. Such consent shall have the same force and effect as a vote of the signing Members at a meeting duly called and held pursuant to this Article V.

ARTICLE VI

BOOKS AND RECORDS; REPORTS TO MEMBERS; TAX MATTERS

6.1 Books and Records. The Managing Member shall keep or cause to be kept complete and appropriate records and books of account, including tax books, of the Company in accordance with GAAP, and the Company shall engage a certified public accounting firm to serve as the Company's accountants. Except as otherwise expressly provided herein, such books and records shall be maintained on the basis utilized in preparing the Company's U.S. federal income tax return, incorporating the accrual method of accounting. Such books and records shall be available for inspection by the Members or their duly authorized representatives during normal business hours for any purpose reasonably related to such Member's interest in the Company.

6.2 Federal, State, Local and Foreign Income Tax Information. Within 90 days after the end of each Fiscal Year, or as soon as practicable thereafter, the Managing Member shall prepare and send, or cause to be prepared and sent, to each Person who was a Member at any time during such Fiscal Year, copies of such information relating to the Company as may be required for U.S. federal, state, local and foreign income tax reporting purposes, including copies of Schedule K-1 or any successor schedule or form, for such Person.

6.3 Reports to Members.

Upon written request of any Member and at the expense of such Member, the Company will use reasonable efforts to deliver or cause to be delivered any information relating to the Company as may be necessary for the preparation of any U.S. federal, state, local or foreign income tax return that must be filed by such Member.

6.4 Tax Matters.

(a) Except as otherwise required by Applicable Law, (A) each of the Members and the Company shall take no action inconsistent with, and shall make or cause to be made all applicable elections with respect to (1) the treatment of the Company as a partnership for U.S. federal income tax purposes and (2) not treating the Company as a publicly traded partnership for U.S. federal income tax purposes, and (B) neither the Company nor any Member on its behalf shall file an election to be excluded from Subchapter K of the Code.

(b) Each Member shall report on its own tax return each item of income, gain, loss, deduction or credit of the Company consistently with the manner in which such items are reported on the Company's tax return.

ARTICLE VII TRANSFERS; REPURCHASE RIGHT

7.1 Limitations on Transfers.

(a) Except as otherwise provided in this Agreement, until the fifth (5th) anniversary of the later of (i) the date of this Agreement, and (ii) as to each Class A Member the date when such Class A Member becomes the record owner of the applicable Units, no Class A Member may transfer, sell, assign, encumber, pledge or otherwise dispose of (whether voluntarily or involuntarily) (a "Transfer") any Unit held by it, except for (i) Permitted Transfers, and (ii) Transfers approved by the Managing Member and the Majority-in-Interest.

(b) Except as otherwise provided in this Agreement, no Class B Member may Transfer any Unit held by it except for (i) Permitted Transfers, and (ii) Transfers approved by the Managing Member and the Majority-in-Interest.

7.2 Rights of First Refusal.

(a) In the event that, after the relevant time period in Section 7.1 (a) has expired, a Class A Member (a "Selling Class A Member") wishes to transfer all or any portion of the Class A Units held by it to any Person (other than to a Permitted Transferee) (a "Third Party Purchaser"), such Selling Class A Member shall offer such Units first to the Company, next to the Class A Members, and finally to the Class B Members (collectively the "Other Members" and individually an "Other Member"), by sending written notice (a "Section 7.2(a) Offering Notice") to the Company and each of the Other Members which shall state: (i) the number of Units proposed to be transferred (the "Offered Units"); (ii) the proposed purchase price per Unit for the Offered Units ("Offer Price"); and (iii) the terms and conditions of such sale. Upon

delivery of the Section 7.2(a) Offering Notice, such offer shall be irrevocable unless and until the rights of first refusal provided for herein shall have been waived or shall have expired.

(b) Company Option; Exercise

(i) For a period of fifteen (15) Business Days after the giving of the Section 7.2(a) Offering Notice pursuant to Section 7.2 (a) (the “Company Option Period”) the Company shall have the right (the “Company Option”), but not the obligation, to purchase any or all of the Offered Units at a purchase price equal to the Offer Price and upon the terms and conditions set forth in the Section 7.2(a) Offering Notice.

(ii) The right of the Company to purchase the Offered Units under Section 7.2 shall be exercised by delivering written notice of the exercise thereof, prior to the expiration of the Company Option Period, to the Selling Class A Member. Each such notice shall state the number of Offered Units the Company is willing to purchase pursuant to Section 7.2 (a) and Section 7.2 (b). The failure of the Company to respond within the Company Option Period to the Selling Class A Member shall be deemed to be a waiver of the Company’s rights under subsection (i) above, provided that the Company may waive its rights under Section 7.2 (b) prior to the expiration of the Company Option Period by giving written notice to the Selling Class A Member, with copies to the Other Members.

(c) Class A Member Option; Exercise

(i) If the Company does not elect to purchase all of the Offered Units pursuant to Section 7.2 (b), then for a period of fifteen (15) Business Days after the earlier to occur (A) the expiration of the Company Option Period and (B) the date upon which the Selling Class B Member shall have received written notice from the Company of its exercise of the Company Option pursuant to Section 7.2(b) or its waiver thereof (the “Class A Member Option Period”), each of the Class A Members shall have the right (the “Class A Member Option”), but not the obligation, to purchase any remaining Offered Units at a purchase price equal to the Offer Price and upon the terms and conditions set forth in the Section 7.2(a) Offering Notice. Each such Class A Member shall have the right to purchase that percentage of the remaining Offered Units determined by dividing (i) the total number of Units then owned by such Class A Member by the (ii) total number of Units then owned by all Other Class A Members.

(ii) The right of the Class A Members to purchase the Offered Units under Section 7.2 (c)(i) shall be exercisable by delivering written notice of the exercise thereto, prior to the expiration of the Class A Member Option Period, to the Selling Class B Member, with a copy to the Company. Each such notice shall state (a) the number of Class A Units held by such Class A Member and (b) the number of remaining Offered Units that such Class A Member is willing to purchase pursuant to this Section 7.2 (a) and Section 7.2 (c). The failure of a Class A Member to respond within the Class A Member Option Period to the Selling Class B Member shall be deemed to be a waiver of such Class A Member’s rights under Section 7.2; provided that each Class A Member may waive its rights under Section 7.2(c)(i) prior to the expiration of the Class A Member Option Period by giving written notice to the Selling Class A Member, with a copy to the Company and the Class B Members.

(d) Class B Member Option; Exercise

(i) If the Company and the Class A Members do not elect to purchase all of the Offered Units pursuant to Section 7.2 (b) and Section 7.2 (c), then for a period of fifteen (15) Business Days after the earlier to occur (A) the expiration of the Class A Member Option Period and (B) the date upon which the Selling Class B Member shall have received written notice from all of the Class A Members of their exercise of the Class A Member Option pursuant to Section 7.2 (c) or their waiver thereof (the “Class B Member Option Period”), each of the Class B Members shall have the right, but not the obligation, to purchase any remaining Offered Units at a purchase price equal to the Offer Price and upon the terms and conditions set forth in the Section 7.2(a) Offering Notice. Each such Class B Member shall have the right to purchase that percentage of the remaining Offered Units determined by dividing (i) the total number of Units then owned by such Class B Member by the (ii) total number of Units then owned by all Other Class B Members.

(ii) The right of the Class B Members to purchase the Offered Units under Section 7.2(d)(i) shall be exercisable by delivering written notice of the exercise thereto, prior to the expiration of the Class B Member Option Period, to the Selling Class A Member, with a copy to the Company. Each such notice shall state (a) the number of Class B Units held by such Class B Member and (b) the number of remaining Offered Units that such Class B Member is willing to purchase pursuant to this Section 7.2(a) and Section 7.2(d). The failure of a Class B Member to respond within the Class B Member Option Period to the Selling Class A Member shall be deemed to be a waiver of such Class B Member’s rights under Section 7.2; provided that each Class B Member may waive its rights under Section 7.2(d)(i) prior to the expiration of the Class B Member Option Period by giving written notice to the Selling Class A Member, with a copy to the Company and the Class A Members.

(e) Closing. The closing of the purchases of Offered Units subscribed for by the Company, the Class A Members and the Class B Members under Section 7.2 shall be held at the executive office of the Company in New York, NY at 11:00 a.m. on or before the forty-fifth (45th) Business Day after the giving of the Offering Notice pursuant to Section 7.2 (a) or at such other time and place as the parties to the transaction may agree.

(f) Sale to Third Party Purchaser. Unless the Company and/or the Class A Members and/or the Class B Members elect to purchase all, but not less than all, of the Offered Units under Sections 7.2 (b)-(d), the Selling Class A Member may, sell all, but not less than all, the Offered Units to a Third Party Purchaser on the terms and conditions set forth in the Offering Notice; provided, however, that such sale is a bona fide sale and is made pursuant to a contract entered into within sixty (60) days after the earlier to occur of (i) the waiver by all the Class B Members of their option to purchase the Offered Units and (ii) the expiration of the Class B Option Period (the “Section 7.2(f) Contract Date”); and provided further that such sale shall not be consummated unless and until such Third Party Purchaser shall represent in writing to the Company and each other Member that it is aware of the rights of the Company and the Members contained in this Agreement and shall agree to be bound by the terms and conditions hereof in accordance with Section 7.5. If such sale is not consummated within thirty (30) days after the Section 7.2(f) Contract Date for any reason, then the restrictions provided for herein shall again become effective, and no transfer of such Offered Units may be made thereafter by the Selling

Class B Member without again offering the same to the Company and the Other Members in accordance with Section 7.2.

7.3 Drag Along.

(a) In the event that any Class A Member agrees to sell at least 50% of the Class A Units held by such Class A Member at such time to a Person (the “Drag-Along Sale”), all other Members (collectively, the “Remaining Members” and individually, a “Remaining Member”) hereby agree, at the sole discretion of the Managing Member, to sell the same percentage of their respective Units to such Person in accordance with this Section 7.3.

(b) Written notice of the Drag-Along Sale (the “Drag-Along Sale Notice”) shall be provided by the Class A Member to each of the Remaining Members. Such Drag-Along Sale Notice shall disclose in reasonable detail the number of Units to be subject to the Drag-Along Sale (the “Drag-Along Units”), the proposed price, the other proposed terms and conditions of the proposed Drag-Along Sale and the identity of the prospective purchaser.

(c) With respect to any Drag-Along Sale, each Remaining Member agrees that it shall use its reasonable best efforts to effect the Drag-Along Sale as expeditiously as practicable, including delivering all documents necessary or reasonably requested in connection with such Drag-Along Sale, and entering into any instrument, undertaking or obligation necessary or reasonably requested in connection with such Drag-Along Sale (as specified in the Drag-Along Sale Notice). Subject to the terms and conditions of this Section 7.3 and without limiting the generality of the foregoing, the Company and each Member shall take or cause to be taken all actions, and do, or cause to be done, on behalf and in respect of the Company any and all actions that may be reasonably requested consistent with this Section 7.3 in connection with any Drag-Along Sale. In addition, each holder of Drag-Along Units, in the case of a Drag-Along Sale, shall (i) pay its pro rata share (based on the percentage of the proceeds received by such Member as compared to the aggregate proceeds received by all Members) of the reasonable expenses (if any) incurred by the Company or the Class A Member in connection with such Drag-Along Sale; and (ii) join on a pro rata basis (based on the percentage of the proceeds received by such Member as compared to the aggregate proceeds received by all Members), in any indemnification or other obligations that are specified in the Drag-Along Sale Notice, other than any such obligations which relate specifically to a particular Member such as indemnification with respect to representations and warranties given by a Member regarding such Member’s title to and ownership of Units.

7.4 Termination of Employment of Class B Members.

The provisions set forth in this Section 7.4 shall apply to the Class B Members and any Permitted Transferee of such Person.

(a) Repurchase Right. In the event a Class B Member shall is terminated as an employee of the Company (the “Departing Member”), the Departing Member shall have the obligation to offer to sell, and the Company and the Class A Members shall have the right, but shall not be required, to purchase all or a portion of the Units held by such Departing Member.

(b) Purchase by Company. The Company shall have the right, but shall not be required, to purchase all or a portion of the Unit of the Departing Member at a price (the “Selling Price”) equal to the book value per unit calculated in accordance with GAAP pursuant to the Company’s internally prepared financial statements on or as of the last day of the calendar quarter on or immediately preceding the date of the event triggering the right of repurchase. The Company shall have thirty (30) days after the date when the Company sends the notice of termination of employment of such Class B Member to notify the Departing Member of the Company’s election to purchase all or a portion of the Departing Member’s Units and/or notify the other Members of their rights pursuant to Section 7.4.

(c) Purchase by Other Members. Upon notice from the Company that it did not elect to purchase all of the Departing Member’s Units, the other Members shall have the right, but shall not be required, to purchase all or a portion of the Units of the Departing Member not purchased by the Company, at the Selling Price. Such other Members shall be entitled to acquire the pro rata number of Units of the Departing Member.

7.5 General Rules.

(a) Notwithstanding anything contained in this Agreement, no Transfer of any Units shall become effective (i) unless any required prior written notice thereof has been delivered to the Managing Member, (ii) unless such Transfer complies with this Article VII, (iii) until the Transferee (unless already party to this Agreement) executes and delivers to the Company a Joinder Agreement in the form attached hereto as Exhibit A and (iv) upon request by the Managing Member, the delivery of an opinion of counsel, in form and substance reasonably satisfactory to the Managing Member, with respect to the compliance of the Transfer under Applicable Law and any other matters reasonably requested by the Managing Member. Upon such Transfer and such execution and delivery, the Transferee shall be bound by, and entitled to the benefits of, this Agreement with respect to such Units transferred in the same manner as the Member effecting such Transfer.

(b) Notwithstanding anything contained in this Agreement, subject to Section 7.5(a), no Transfer of any Units shall be effective (i) unless such Transfer is in compliance with all the requirements of and conditions imposed by all applicable Governmental Authorities, including without limitation the DOL, with respect to applying for, obtaining and maintain the qualification of and operating as a Registered Organization, and (ii) unless such Transfer would not result, or reasonably result in a loss of the Company’s qualification as a Registered Organization.

(c) Any purported Transfer, other than in accordance with the terms of this Agreement, shall be null and void, *ab initio*, and shall not transfer any right, title, or interest in or to such Unit.

ARTICLE VIII TERM AND DISSOLUTION OF THE COMPANY

8.1 Term. The existence of the Company commenced on the date of the filing of the Articles pursuant to the Act and shall continue until the Company is dissolved, wound up and subsequently terminated in accordance with the provisions of this Article VIII.

8.2 Dissolution.

(a) Dissolving Events. The Company shall be dissolved and its affairs shall be wound up and liquidated in the manner hereinafter provided upon the happening of any of the following events:

(i) The determination by the Managing Member to dissolve the Company on the ground that the Company fails to be designated as a Registered Organization;

(ii) The determination by the Managing Member and the Majority-in-Interest to dissolve the Company for other reasons; and

(iii) Any event which under Applicable Law would cause the dissolution of the Company; provided, that unless required by Applicable Law, the Company shall not be wound up as a result of any such event and the business of the Company shall continue.

(b) Dissolution and Winding-up. Upon the dissolution of the Company, the assets of the Company shall be wound up and liquidated. The Managing Member, or, if there is no Managing Member of the Company, a liquidator appointed by Members holding at least two-thirds of the Units then outstanding, shall use its best efforts to reduce to cash and cash equivalent items such assets of the Company as the Managing Member or such liquidator shall deem it advisable to sell, subject to obtaining fair value for such assets and any tax or other legal considerations (including legal restrictions on the ability of a Member to hold any assets to be distributed in kind).

8.3 Final Distribution. The proceeds thereof and the other assets of the Company shall be distributed in one or more installments in the following order of priority:

(a) to satisfy all creditors of the Company, including the payment of the expenses of the winding-up, liquidation and dissolution of the Company; and

(b) the remaining proceeds, if any, plus any remaining assets of the Company, shall be distributed in accordance with Section 3.5.

8.4 Termination of the Company Upon Dissolution. The Company shall terminate when the winding up of the Company's affairs has been completed, all of the assets of the Company have been distributed and the filing of the certificate of cancellation of the Articles has occurred as provided in the Act.

ARTICLE IX
CAPITAL ACCOUNTS AND ALLOCATIONS
OF PROFITS AND LOSSES

9.1 Capital Accounts. An individual Capital Account shall be maintained for each Member. The ownership interest of each such Member in the capital of the Company shall consist of his share of the Capital Contribution to the Company, increased by (a) his additional contributions to capital and (b) his allocable share of Company profits, and decreased by (i) distributions to it in reduction of its Company capital and (ii) his allocable share of Company losses.

9.2 Allocations of Profits. After giving effect to the special allocations set forth in Sections 9.3 and 9.4 hereof, profits of the Company, gains from the sale of Company property, and any items of income or gain required by the Code to be separately reported for any Fiscal Year shall be allocated among the Members (a) first, to any Member in an amount up to, but not exceeding, the aggregate amount of losses and deductions previously allocated to that Member as a result of the limitation in the second and third sentences of Section 9.3 (such allocation to be made in proportion to the remaining specially allocated losses not previously offset by an allocation under this clause (a)); and (b) second, to the Members in proportion to their respective Member Percentage.

9.3 Allocation of Losses. After giving effect to the special allocations set forth in Section 9.4 all losses and deductions shall be allocated among the Members in proportion to their respective Member Percentage. Notwithstanding the foregoing, losses and deductions allocated pursuant to the preceding sentence shall not exceed the maximum amount of losses and deductions that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. If some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of losses pursuant to the first sentence of this Section 9.3, the limitation in the preceding sentence shall be applied on a Member-by-Member basis so as to allocate the maximum permissible losses to each Member under Treasury Regulations § 1.704-1(b)(2)(ii)(d).

9.4 Allocations When Members' Interests Change During the Fiscal Year. If the Members' interests change during the Fiscal Year, allocation of profits and losses shall be made in any manner allowed by Section 706(d) of the Code, that is consistent with the allocations provided for in Sections 9.2 and 9.3, above, in the discretion of the Managing Member.

9.5 Compliance with Rules Relating to Partnership Taxation.

(a) Although the Company is a limited liability company, it is expressly understood and agreed by the Members that for Federal Income Tax purposes it is intended that the Company will be treated as a partnership and its Members will be treated as partners. Accordingly, the Capital Accounts shall be established, maintained and adjusted in accordance with the requirements of Treasury Regulations § 1.704-1(b)(2)(iv) and any successor regulations. In addition, (a) in the event any Member unexpectedly receives an adjustment, allocation, or distribution that results in a deficit balance in such Member's Capital Account, there shall be allocated to such Member items of Company taxable income and gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible in accordance with Treasury Regulation § 1.704-1(b)(2)(ii)(d); and (b) if any Member has a deficit Capital Account at the end of any Fiscal Year in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement and (ii) the amount such Member is deemed to be

obligated to restore pursuant to the next to the last sentences of Treasury Regulations § 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible. The allocations set forth in the previous sentence ("Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, the Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction. Therefore, the Managing Member shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Sections 9.2 and 9.3. No Member shall be required to contribute assets to the Company in an amount sufficient to eliminate the deficit account balance prior to a final distribution of the assets of the Company to the Members. All particular accounting requirements of those regulations necessary to have the allocations of this Agreement recognized shall be deemed incorporated by this reference.

(b) Solely for federal income tax purposes, items of income, gain, loss and deduction shall be allocated among the Members in a manner so as to take into account the difference between the income tax basis of any Company property contributed by a Member to the Company immediately after its contribution to the Company and its value for purposes of this Agreement, as required by Section 704(c) of the Code. The Managing Member, in his absolute discretion, may elect to account for the book-tax variation using any method permitted under the applicable Treasury Regulations.

9.6 Liability of Members. No Member shall personally be liable for any of the losses of the Company beyond its capital interest in the Company.

ARTICLE X MISCELLANEOUS

10.1 Waiver of Accounting. Except as may be otherwise required by law in connection with the winding-up, liquidation and dissolution of the Company, each Member hereby irrevocably waives any and all rights that it may have to maintain an action for an accounting, partition or similar action of any of the Company's property.

10.2 Power of Attorney. Each Member hereby irrevocably constitutes and appoints the Managing Member, with full power of substitution, the true and lawful attorney-in-fact and agent of such Member, to execute, acknowledge, verify, swear to, deliver, record and file, in its or its assignee's name, place and stead, all in accordance with the terms of this Agreement, all instruments, documents and certificates which may from time to time be required by the Applicable Laws

10.3 Representations. Upon the acquisition or receipt of any Units, in addition to any other representations and warranties set forth in any other document required by the Managing Member with respect to such acquisition or receipt, each Member makes the representations and warranties set forth below to the Company and the other Members with respect to such Units,

effective upon the acquisition or receipt thereof and upon such Member's execution and delivery of a counterpart hereof or such other document required by the Managing Member.

(a) Capacity. Such Member has the full capacity, power and authority to execute, deliver and perform this Agreement and to subscribe for and purchase an interest as a member of the Company. Such Member has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of such Member, enforceable against such Member in accordance with its terms.

(b) Compliance with Laws and Other Instruments. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and the performance of such Member's obligations hereunder will not conflict with, or result in any violation of or default under, any provision of any agreement or other instrument to which such Member is a party or by which such Member or any of such Member's assets are bound, or any judgment, decree, statute, order, rule or regulation applicable to such Member or such Member's assets.

(c) Purchase for Investment. Such Member is acquiring the interest in the Company to be purchased by such Member pursuant to this Agreement for such Member's own account for investment and not with a view to or for sale in connection with any distribution of all or any part of such interest.

10.4 Amendment. This Agreement and any schedule hereto may be modified or amended, and any provision hereof may be waived, by the Managing Member and the Majority-in-Interest in writing, provided that, except as otherwise expressly provided herein, no such modification, amendment or waiver that would (a) alter any Member's economic interest in the Company (other than the dilution of the economic interests of all Members proportionately pursuant to the issuance of new Units) or (b) extend or increase any financial obligation or liability of such Member, in each case other than amendments which treat all Members of a particular class in a like manner, shall be effective without the consent of such affected Member.

10.5 Entire Agreement. This Agreement and the other agreements referred to herein constitute the entire agreement among the Members with respect to the subject matter hereof and supersede any prior agreement or understanding among or between them with respect to such subject matter. The parties hereto acknowledge and agree that the Company and/or the Managing Member, without the approval of any other Members, may enter into written agreements with employees of the Company, its Affiliates which have the effect of establishing rights under, or altering or supplementing the terms of, this Agreement in connection with their employment. The parties hereto agree that any rights so established, or any terms of this Agreement so altered or supplemented, in a supplemental agreement with an employee of the Company, or its Affiliates shall govern with respect to such employee notwithstanding any other provision of this Agreement. The representations and warranties of the Members in this Agreement shall survive the execution and delivery of this Agreement to the extent provided for therein.

10.6 Notices.

(a) Except as otherwise expressly provided herein, all notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if delivered in writing in person or by telecopy (or similar electronic means with a copy following by nationally recognized overnight courier) or sent by nationally-recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or at such other address as may hereafter be designated in writing by such party to the other parties.

(i) If, to the Company:
Integrated Scientific Herbal Advances LLC
67 Irving Place, 10th Floor
New York, NY 10003
Attn: Managing Member
Facsimile: (908) 264-0710

(ii) if to any Member, to their respective address set forth on Schedule
I hereto.

(b) All such notices, requests, consents and other communications shall be deemed to have been received (i) in the case of personal delivery or delivery by facsimile, on the date of such delivery, (ii) in the case of dispatch by nationally recognized overnight courier, on the next Business Day following such dispatch and (iii) in the case of mailing, on the fifth Business Day after the posting thereof.

10.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of New York without giving effect to any choice of law or conflict of law provision or rule (whether of New York or any other jurisdiction).

10.8 Jurisdiction, Venue and Waiver of Jury Trial.

(a) ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS AGREEMENT MAY BE BROUGHT AND ENFORCED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF BOTH SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING IN THE COURTS OF THE STATE OF NEW YORK OR THE SOUTHERN DISTRICT OF NEW YORK AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE. AND MAY BE ENTERED IN AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.9 Successors and Assigns. Except with respect to the rights of Indemnified Parties hereunder, none of the provisions of this Agreement shall be for the benefit of or enforceable by the creditors of the Company and this Agreement shall be binding upon and inure to the benefit of the Members and their legal representatives, heirs, successors and permitted assigns pursuant to the terms of this Agreement.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Facsimile counterpart signatures to this Agreement shall be binding and enforceable.

10.11 Interpretation. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine or the neuter gender shall include the masculine, the feminine and the neuter.

10.12 Headings. The section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof

10.13 Company Tax Status. The Members intend that the Company will be treated as a partnership for U.S. federal, state and local income tax purposes, and no election to the contrary shall be made.

10.14 Counsel to the Company. Counsel to the Company may also be counsel to the Class A Member or Managing Member. The Managing Member may execute on behalf of the Company and the Members any consent to the representation of the Company that counsel may request pursuant to the applicable rules of professional conduct in any jurisdiction ("Rules"). The Company has initially selected Cozen O'Connor (the "Company Counsel") as legal counsel to the Company. Each Member acknowledges that the Company Counsel does not represent any Member (other than the Class A Member) in the absence of a clear and explicit agreement to such effect between the Member and the Company Counsel (and that only to the extent specifically set forth in that agreement), and that in the absence of any such agreement the Company Counsel shall owe no duties directly to a Member. In the event any dispute or controversy arises between any Member and the Company, or between any Member or the Company, on the one hand, and the Class A Member or the Managing Member (or an Affiliate thereof) that the Company Counsel represents, on the other hand, then each Member agrees that the Company Counsel may represent either the Company or the Class A Member (or its Affiliate) or the Managing Member (or its Affiliate), or any of all of them, in any such dispute or controversy to the extent permitted by the Rules, and each Member hereby consents to such representation.

10.15 No Third Party Beneficiaries.None of the provisions in this Agreement shall be for the benefit of or enforceable by any Person other than the parties to this Agreement and their respective successors and assigns. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

10.16 No Conflicting Agreements.No Member shall enter into any agreements or arrangements of any kind with any Person with respect to any Units of the Company on terms inconsistent with the provisions of this Agreement (whether or not such agreements or arrangements are with other Member or with Persons that are not party to this Agreement).

10.17 Separability of Provisions.It is the desire and intent of the Members that the provisions of this Agreement be enforced to the fullest extent permissible under the Applicable Laws applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

Integrated Scientific Herbal Advances LLC

By: _____

Ramesh Sawhney
Title: Managing Member

MEMBERS:

Ramesh Sawhney

Nina Bhardwaj

John Petsko

Peter Calvo - Ibere Calvo

Marc Kassman

Alex Malinovskis

ALEXSANDRS MALINOVSKIS

David Zapata

Shane Hutto

Schedule I

Schedule of Members and Unit Ownership

	Name/Address	Class A Units	Class B Units
1.	Ramesh Sawhney 67 Irving Place, 10th Floor New York, NY 10003		
2.	Nina Bhardwaj 67 Irving Place, 10th Floor New York, NY 10003		
3.	John Petsko		
4.	Peter Calvo		
5.	Marc Kassman		
6.	Alex Malinovskis		
7.	David Zapata		
8.	Shane Hutto		
	TOTAL:		

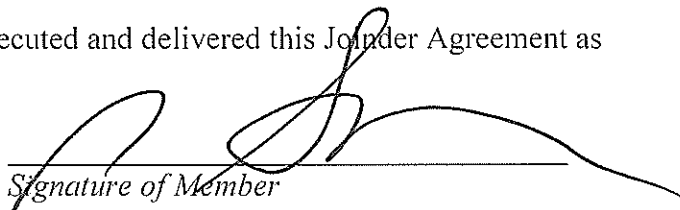
Exhibit A

Joinder Agreement

The undersigned is executing and delivering this Joinder Agreement pursuant to the Amended and Restated Limited Liability Operating Company Agreement, dated as of June, 2015, as amended, modified, restated or supplemented from time to time, (the "Limited Liability Company Agreement"), of Integrated Scientific Herbal Advances LLC, a New York limited liability company (the "Company").

By executing and delivering this Joinder Agreement to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with all of the provisions of the Limited Liability Company Agreement in the same manner as if the undersigned were an original signatory to the Limited Liability Company Agreement.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of June 3, 2015.



Signature of Member

Ramesh Sawhney MD

Print Name of Member

67 Irving Place 10th floor
New York, N.Y. 10003

Address

Facsimile
908-361-5376

Telephone

Appendix A

Affidavit for Board Members



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: Scientific Herbal Advances

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

2. Name: Shane Hutto

3. Title: Director of Extractions

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

This role designs, staffs, trains, and manages all employees and tasks related to post harvest processing including but not limited to pre-extraction storage, pre-extraction milling, extractor loading, extractor operations, extractor unloading, extractor oil collections, post extraction processing, post extraction packaging, post extraction storage, preparation of extracts for manufacturing of the 5 brands, lab cleaning, extractor maintenance, and tracking of all product weights from harvesting through extraction and preprocessing of 5 house brands.

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

☒ Yes ☐ No

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

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

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



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

8. Phone: [REDACTED] 9. Fax: [REDACTED]

10. Email: [REDACTED]

11. Residence Address: [REDACTED]

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

15. Formal Education

		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Oklahoma State University	358 Ag Hall, Stillwater, OK 74074	2002	2008	BS Horticulture	5/2008
Oklahoma State University	358 Ag Hall, Stillwater, OK 74074	2008	2011	MSc Horticulture	Course 5/2011



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



**Department
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Medical Marijuana Program
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Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Name of Employer: Oklahoma State University - Hazardous Reactions Laboratory		
Type of Business: University - Horticultural Research		
Street Address: 358 Ag hall		
City: Stillwater	State: OK	Zip Code: 74074
Starting Date of Employment: 5/2008		Ending Date of Employment: 5/2011
Name of Supervisor for Reference: [REDACTED]		Supervisor Phone Number: [REDACTED]
Position/Responsibilities: Research Assistant Ran extraction lab and performed extensive field research, ramping up quickly from a lab assistant, earning trust to use high profile, dangerous equipment, independently operating the lab and conducting experiments from sample weighing to processing to packaging. Cleaned high-tech systems and lab. Redacted pursuant to N.Y. Public Officers Law, Art. 6		

Name of Employer: Controlled Environment Research Laboratory - Oklahoma State University



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**Affidavit for Board Members, Officers, Managers, Owners, Partners,
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Type of Business: Research Laboratory		
Street Address: CERL Farm Road		
City: Stillwater	State: OK	Zip Code: 74074
Starting Date of Employment: 4/2006		Ending Date of Employment: 5/2008
Name of Supervisor for Reference: [REDACTED]		Supervisor Phone Number: [REDACTED]
Position/Responsibilities: Assistant Lab Coordinator Multi-tasked as proactive, dependable leader, progressing from entry level role to independently managing greenhouse operations, growth chambers, and lab operations reporting to lab coordinator. Leveraged success to negotiate unheard of raise.		

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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



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



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19. Affirmative Statement of Qualifications

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

I have a track record of innovation as well as successful cultivation experience. My education and experience combine to make me the most qualified cultivator and extractor in the cannabis industry.

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

Signature: 

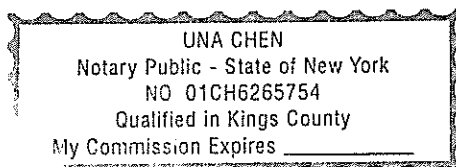
Date: 6/1/15

Notary Name: Una Chen

Notary Registration Number: 01CH6265754

Notary (Notary Must Affix Stamp or Seal)

Date: 6/1/2015





Appendix A:

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

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

1. Business Name: Integrated Scientific Herbal Advances, LLC

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

2. Name: Eldridge Hawkins, II

3. Title: CSO/VP of Gov. Affairs

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

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

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

☒ Yes ☐ No

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

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

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



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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

8. Phone:

9. Fax:

10. Email:

11. Residence Address:

12. City:

13. State:

14. ZIP Code:

15. Formal Education

Dates Attended

Degree

Institution	Address	From	To	Degree Received	Date Received
Seton Hall University	400 South Orange Ave South Orange, NJ 07079	09/2011	05/2013	MBA - Management	05/20/2013
Thomas Edison State College	101 W. State Street Trenton, NJ 08608	09/2012	12/2012	AAS - Criminal Justice	12/14/2012
Rider University	2083 Lawrenceville Rd Lawrence Township, NJ 08648	09/1997	05/2001	BS - Business Administration	05/11/2001



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
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16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Watch Guard & Patrol Agency	1000176227	New York State Department of State Division of Licensing Services 518-474-4429	11/04/2013	11/03/2015
Security Agency Owner	1496	State of New Jersey, Division of State Police, Private Detective Unit, P.O. Box 7068, W Trenton, NJ 08628	12/14/2012	12/14/2016
Private Detective Agency	8690	State of New Jersey, Division of State Police, Private Detective Unit, P.O. Box 7068, W Trenton, NJ 08628	03/20/2012	03/13/2016
Real Estate Sales Person	0788954	NJDOBI License Services; Real Estate; P.O. Box 474, Trenton, NJ 08625; 609-292-7272	08/08/2013	06/30/2015
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.				
Name of Employer: State of New Jersey Department of State				
Type of Business: State Government				
Street Address: 225 West State Street				
City: Trenton		State: New Jersey	Zip Code: 08608	
Starting Date of Employment: 04/2013			Ending Date of Employment: N/A	
Name of Supervisor for Reference: [REDACTED]			Supervisor Phone Number: [REDACTED]	
Position/Responsibilities: Director of Community Outreach - Work with faith based and political leaders to impact legislative priorities and improve the quality of life of New Jersey residents. See Resume for Additional Information.				
[REDACTED]				
Name of Employer: City of Orange Township				
Type of Business: Municipal Government				



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Street Address: 29 North Day Street		
City: Orange	State: NJ	Zip Code: 07052
Starting Date of Employment: 07/2008		Ending Date of Employment: 07/2012
Name of Supervisor for Reference: [REDACTED]		Supervisor Phone Number: [REDACTED]
Position/Responsibilities: Mayor & Emergency Management Coordinator - Management of a \$56 Million Budget, Administration of City Government & Public Safety See Resume for Additional Information		
[REDACTED]		
Name of Employer: Township of West Orange		
Type of Business: Police Department		
Street Address: 60 Main Street		
City: West Orange	State: NJ	Zip Code: 07052
Starting Date of Employment: 07/2004		Ending Date of Employment: 03/2011
Name of Supervisor for Reference: [REDACTED]		Supervisor Phone Number: [REDACTED]
Position/Responsibilities: Police Officer - On scene criminal investigations and enforcement of law and order as directed.		
[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:		



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Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No		

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



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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: 6/3/15
Notary Name: Berverley Ione Johnson	Notary Registration Number: 2269772
Notary (Notary Must Affix Stamp or Seal) Berverley Ione Johnson Notary Public State of New Jersey My Comm. Exp. 11-20-2015	Date: 6/3/15 



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: Integrated Scientific Herbal Advances LLC

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

2. Name: Nina Bhardwaj MD PHD

3. Title: Scientific Advisor

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

[Redacted]

[Redacted]

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

☐ Yes ☒ No

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

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

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



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

8. Phone: [REDACTED]		9. Fax: [REDACTED]			
10. Email: [REDACTED]					
11. Residence Address: [REDACTED]					
12. City: [REDACTED]		13. State: [REDACTED]		14. ZIP Code: [REDACTED]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Wellesley College	Wellesley, Massachusetts	1972	1975	B.A. Honors	1975
New York University School of Medicine	New York, NY	1975	1981	M.S. M.D. PH.D	1981
Brigham & Womens Hospital Harvard Medical School	Boston, Massachusetts	1981	1984	Internship Residency	1984
Hospital for Special Surgery & Cornell University School of Medicine	New York, NY	1984	1986	Rheumatology Fellowship	1986
Rockefeller University	New York, NY	1986	1989	Post Doctoral Associate	1989



**Department
of Health**

Medical Marijuana Program
Application for Registration as
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Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
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16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Medical License	156358	New York Department of Health	1984	09/2016

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

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,
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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:

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19. Affirmative Statement of Qualifications

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

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

Signature: <i>Nyia Mackmy</i>	Date: <i>6/3/15</i>
Notary Name: <i>Christopher Rice</i>	Notary Registration Number: <i>01R16297791</i>
Notary (Notary Must Affix Stamp or Seal)	Date: <i>6/3/15</i>

CHRISTOPHER J RICE
Notary Public - State of New York
NO. 01R16297791
Qualified in Queens County
My Commission Expires Mar 3, 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: Integrated Scientific Herbal Advances, LLC. DBA Scientific Herbal Advances

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

2. Name: John Petsko

3. Title: Chief Marketing Officer

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

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

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.



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

8. Phone: [REDACTED]

9. Fax: —

10. Email: [REDACTED]

11. Residence Address: [REDACTED]

12. City: [REDACTED]

13. State: [REDACTED]

14. ZIP Code: [REDACTED]

15. Formal Education

Dates Attended

Degree

Institution	Address	From	To	Degree Received	Date Received
SCTI	14 Vogt Drive P.O. Box 6350 Bridgewater, NJ 08807	1989	1990	Graphic Communications	May 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



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**
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:		



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <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:		



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

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

From:	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:		



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

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

19. Affirmative Statement of Qualifications

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

[Handwritten signature]

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

Signature: *[Handwritten signature]*

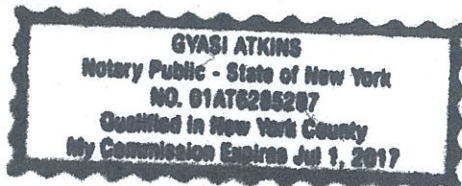
Date: *5-28-2015*

Notary Name: *Gyasi Atkins*

Notary Registration Number: *01AT6285287*

Notary (Notary Must Affix Stamp or Seal)

Date: *5/28/2015*





Appendix A:

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

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

1. Business Name: Integrated Scientific Herbal Advances

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

2. Name: Mitchel B. Shenassa

3. Title: Senior Technical Advisor

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

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

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

☒ Yes ☐ No

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

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

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



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

8. Phone: [REDACTED] 9. Fax: n/a

10. Email: [REDACTED]

11. Residence Address: [REDACTED]

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Naropa University	2130 Arapahoe Avenue, Boulder, CO 80302	9/2007	5/2009	MFA in Writing & Poetics	5/2009
Montclair State University	1 Normal Avenue, Montclair, NJ 07043	9/2003	5/2005	BA in Anthropology	5/2005
Essex County Community College	303 University Avenue, Newark, NJ 07102	9/2002	8/2003	AA in Liberal Arts	8/2003
The Chubb Institute	8 Sylvan Way, Parsippany, NJ 07054	1/2000	2/2001	Certificate: Network Engineering & Data Communication	2/2001



Appendix A:

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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Medical Marijuana Key Occupational License	M22410	CO Dept of Revenue Marijuana Enforcement Div,455 Sherman St. Suite 390,Denver,CO 303-205-8421	10/27/2014	10/27/2016

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



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

18. Offices Held or Ownership Interest in Other Businesses

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

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

Redacted 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,
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19. Affirmative Statement of Qualifications

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

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

Signature:

Date:

6/1/15

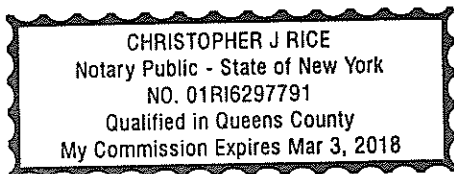
Notary Name:

Christopher Rice

Notary Registration Number:

01R16297791

Notary (Notary Must Affix Stamp or Seal)



Date:

6/1/15



Appendix A:

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

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

1. Business Name: Integrated Scientific Herbal Advances, LLC

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

2. Name: Aleksandrs P. Malinovskis

3. Title: Chief Financial Officer

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

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

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

☐ Yes ☒ No

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

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

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



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7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☒ Yes ☐ No

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

New Jersey Drivers License Suspension - Driving While Intoxicated Date of Offense October 9, 2010

8. Phone:

9. Fax:

10. Email:

11. Residence Address:

12. City:

13. State:

14. ZIP Code:

15. Formal Education

Dates Attended

Degree

Institution	Address	From	To	Degree Received	Date Received
New York University	New York, NY	9/1981	5/1987	MBA - Finance	5/1987
Rensselaer Polytechnic Institute	Troy NY/ Hartford CT	9/1978	5/1980	MS - Mechanical Engineering	5/1980
Columbia University	New York, NY	9/1974	5/1978	BS - Mechanical Engineering	5/1978



Appendix A:

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16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date

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

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Appendix A:

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Principal Stakeholders, Directors, and Members**
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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:		
From: 1990	Name and Address of Business: Chester Township NJ Zoning Board of Adjustment	
To: present		
Business Type:	Office Held/Nature of Interest: Vice Chairman	<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:		



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

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

Signature:

Date:

6 - 2 - 2015

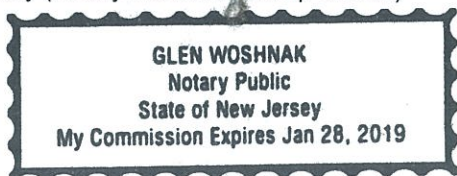
Notary Name:

Glen Woshnak

Notary Registration Number:

N/A

Notary (Notary Must Affix Stamp or Seal)



Date:

6/2/2015



Appendix A:

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

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

1. Business Name: Integrated Scientific Herbal Advances LLC

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

2. Name: Wayne Gurda

3. Title: Cultivation Quality Control

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

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

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

☒ Yes ☐ No

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

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

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



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

8. Phone:

9. Fax:

10. Email:

11. Residence Address:

12. City:

13. State:

14. ZIP Code:

15. Formal Education

Dates Attended

Degree

Institution

Address

From

To

Degree Received

Date Received



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:		
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:		



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix A:

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <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: <i>[Signature]</i>	Date: <i>6/1/15</i>
-------------------------------	---------------------

Notary Name: <i>Susan Healy</i>	Notary Registration Number:
---------------------------------	-----------------------------

Notary (Notary Must Affix Stamp or Seal)	Date:
--	-------

SUSAN HEALY
Notary Public, State of New York
No. 4987212
Qualified in Orange County
Commission Expires *12/7/2017*



Appendix A:

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

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

1. Business Name: Integrated Scientific Herbal Advances LLC

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

2. Name: Ramesh Sawhney MD

3. Title: CEO

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

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

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

☒ Yes ☐ No

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

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

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



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

8. Phone: [REDACTED] 9. Fax: [REDACTED]

10. Email: [REDACTED]

11. Residence Address: [REDACTED]

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

15. Formal Education

Institution		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
California State University	401 Golden Shore Long Beach, CA 90802	1973	1977	Bachelor's Degree	1977
Universidad Autonoma de Guadalajara School of Medicine	Guadalajara, Mexico	1977	1981	Medical Doctor	1981
Rutgers University of Medicine	Piscataway, NJ	1981	1983	Medical Doctor	1983
Residency, Anesthesiology Mount Sinai Medical Center	New York, NY	1983	1985	Residency	1985
Chief Resident, Anesthesiology Mount Sinai Medical Center	New York, NY	1985	1986	Chief Residency	1986



Appendix A:

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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
California Medical License	A40101	THE MEDICAL BOARD OF CALIFORNIA 2005 EVERGREEN ST, STE 1200 SACRAMENTO, CA 95815 1-800-633-2322	07/11/1983	05/31/2017
New Jersey Medical License	25MA04813500	New Jersey State Board of Medical Examiners (609)826-7100	5/29/1986	6/30/2015
New York Medical License	154748-1	New York Department of Health	07/01/1983	04/31/2017

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

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



**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**
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**

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:		



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix A:

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

19. Affirmative Statement of Qualifications

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

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

Signature:

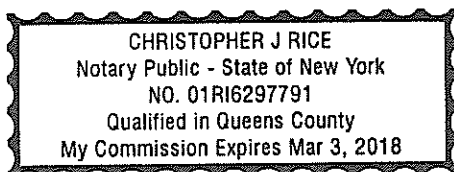
Date:

Notary Name:

Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal)

Date:





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

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

1. Business Name: INTEGRATED SCIENTIFIC HERBAL ADVANCES LLC

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

2. Name: MARC KASSMAN

3. Title: CHIEF PHARMACIST

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

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

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

No violations



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

8. Phone:

9. Fax:

10. Email:

11. Residence Address:

12. City:

13. State:

14. ZIP Code:

15. Formal Education

Dates Attended

Degree

Institution

Address

From

To

Degree Received

Date Received

ST JOHNS
UNIVERSITY

8000 UTOPIA PARKWAY
JAMAICA NY 11439

09/1992

07/1997

BS PHARMACY

1997



Appendix A:

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
PHARMACIST	045331	THE UNIVERSITY OF THE STATE OF NEW YORK OFFICE OF THE PROFESSIONS 89 WASHINGTON	07/31/1997	03/2018
		AVENUE , ALBANY NY 12234		

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		
From: 2010	Name and Address of Business:	
To: PRESENT	MIR BUSINESS SOLUTIONS GROUP 5902 DITMAS AVENUE BROOKLYN NY 11203	
Business Type: ONLINE RETAILER	Office Held/Nature of Interest: SECRETARY	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: NON LICENSED BUSINESS		



Appendix A:

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

From: 2013	Name and Address of Business:	
To: PRESENT	8702 MANAGEMENT CORP 8702 ROCKAWAY BEACH BLVD ROCKAWAY BEACH NY 11693	
Business Type: REAL ESTATE MANAGEMENT	Office Held/Nature of Interest: SECRETARY	<input checked="" type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: NON LICENSED BUSINESS		
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:

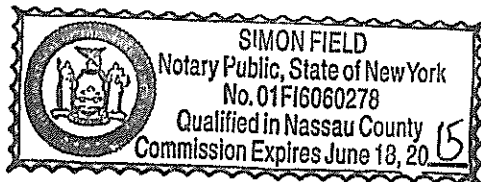
Date:

Notary Name:

Notary Registration Number:

Notary (Notary Must Affix Stamp or Seal)

Date:





Appendix A:

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

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

1. Business Name:

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

2. Name: Ibere Calvo

3. Title: Cultivation Director

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

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

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.



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

8. Phone:

9. Fax:

10. Email:

11. Residence Address:

12. City:

13. State:

14. ZIP Code:

15. Formal Education

Dates Attended

Degree

Institution	Address	From	To	Degree Received	Date Received
Binghamton University S.U.N.Y.	4400 Vestal Pkwy E, Binghamton, NY 13902	2004	2010	Master of Science Industrial & Systems Engineerin	12/19/2010
Binghamton University S.U.N.Y.	4400 Vestal Pkwy E, Binghamton, NY 13902	1997	2003	Bachelor of SCience Ind. & Systems Eng.	5/16/2004



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

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: SUNY Sullivan

Type of Business: Higher Education



Appendix A:

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

Street Address: 112 College Rd, Loch Sheldrake, NY 12759		
City: Loch Sheldrake	State: NY	Zip Code: 12759
Starting Date of Employment: 2003		Ending Date of Employment: 2006
Name of Supervisor for Reference: [REDACTED]		Supervisor Phone Number: [REDACTED]
Position/Responsibilities: Adjunct Professor: Digital Electronics I & II Digital Electronic Lab. I & II Algebra I [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:		



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		Type of Business:
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
18. Offices Held or Ownership Interest in Other Businesses List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.		
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? <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:		



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix A:

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

From:	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: 

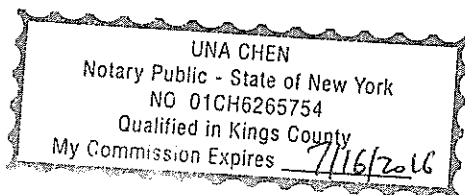
Date: 06/01/15

Notary Name: Una Chen

Notary Registration Number: 01CH6265754

Notary (Notary Must Affix Stamp or Seal)

Date:



06/1/15



Appendix A:

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

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

1. Business Name: Integrated Scientific Herbal Advances LLC

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

2. Name: David Zapata

3. Title: General Manager

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

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

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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.					
8. Phone: [REDACTED]				9. Fax: [REDACTED]	
10. Email: [REDACTED]					
11. Residence Address: [REDACTED]					
12. City: [REDACTED]		13. State: [REDACTED]		14. ZIP Code: [REDACTED]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Baruch College	1 Bernard Baruch Way New York, NY 10003	2004	2008	Bachelor's Degree Finance and Business Administration	2008
Kingsborough College	2001 Oriental Blvd New York, NY 11235	2002	2004	Associates Degree Computer Programming	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
Series 6		JP Morgan Chase	2008	2016
Series 63		JP Morgan Chase	2008	2016
Life Insurance		JP Morgan Chase	2008	2016

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

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



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
Principal Stakeholders, Directors, and Members**
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Name of Employer:		
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:		



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Appendix A:

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

19. Affirmative Statement of Qualifications

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

In an effort to prevent diversion and to promote employee safety. David will make sure that all of Integrated Scientific Herbal Advances' Dispensaries follow the same protocols as a bank. David has designed the dispensaries to be a hybrid between a bank and a pharmacy. The dispensaries will have custom vaults for medical marijuana products, cash vaults, dual controls systems, bullet proof glass for cashier windows, and trap doors for product deliveries among many other security factors.

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

Signature:

Date:

5/28/15

Notary Name:

Christopher Rice

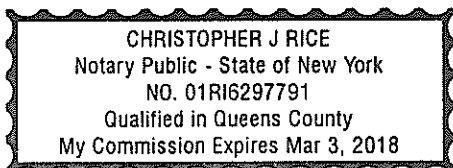
Notary Registration Number:

01R16297791

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: Integrated Scientific Herbal Advances, llc

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

2. Name: Richard Brodsky

3. Title: *Human Resources Director*

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

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

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

☒ Yes ☐ No

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

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

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



Appendix A:

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?

☐ Yes ☒ No

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

8. Phone: [REDACTED]

9. Fax: [REDACTED]

10. Email: [REDACTED]

11. Residence Address: [REDACTED]

12. City: [REDACTED]

13. State: [REDACTED]

14. ZIP Code: [REDACTED]

15. Formal Education

Dates Attended

Degree

Institution	Address	From	To	Degree Received	Date Received
New York Chiropractic College	State route 89, Seneca Falls, NY	1/95	3/98	doctorate of chiropractic	3/31/98
SUNY Center at Buffalo	Main St, Buffalo, NY	9/90	12/93	BA Psychology	12/93



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

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:

5/28/15

Notary Name:

PATRICIA BRISTOL

Notary Registration Number:

01BR4631900

Notary (Notary Must Affix Stamp or Seal)

Date:

05/28/15

PATRICIA BRISTOL
Notary Public, State of New York
No. 01BR4631900
Qualified in Kings County
Commission Expires August 31, 2018

Attachment F

Labor Peace Agreement

Local 338

JOHN R. DURSO
President

JOSEPH FONTANO
Secretary-Treasurer



RWDSU/UFCW

JACK CAFFEY JR.
Executive Vice President

DEBRA BOLLBACH
Recorder

May 29, 2015

Mr. Shorenstein,

Included are two signed copies of the Neutrality Agreement, one of which is for your client's records. Joe Fontano requested that you please return the second copy and we have included a return envelope. Feel free to contact Joe or I should you have any questions.

Thanks,

A handwritten signature in blue ink, reading "Nikki Kateman", is written over the typed name.

Nikki Kateman

Deputy Director of Politics, Communications, & Special Projects

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

NEUTRALITY AGREEMENT
BY AND BETWEEN
INTEGRATED SCIENTIFIC HERBAL ADVANCES, LLC
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated May 28, 2015, Integrated Scientific Herbal Advances, LLC (the "Employer") and Local 338, RWDSU/UFCW, 1505 Kellum Place, Mineola, New York (the "Union") hereby establish the following procedure to address the Union's efforts to organize Employees in any existing or new facility owned or operated by the Employer in the State of New York in which the employees are not represented by a labor organization:

1. The term "Employer" means the entity identified above, provided, however, that should Employer establish another entity owned or controlled by Employer to apply to be a licensed operator under New York State Law, to operate such facility, the term "Employer" shall include such entity. The term, "Employees," used herein shall include all full time and part-time employees, including, but not limited to, pharmacists, pharmacy technicians, dispensaries, consultants, drivers, growers, retail, manufacturers, trimmers, and anyone else performing work for or on behalf of the Employer, and shall exclude only managerial, and human resources employees and those who are statutorily excluded by the National Labor Relations Act ("NLRA").

2. Within ten (10) days after receiving written notice of the Union's intent, the Employer agrees to furnish the Union with a complete list of Employees in the shop designated in the notice, including job classifications, departments, street addresses, telephone numbers and e-mail addresses. The Employer agrees to thereafter provide updated lists as reasonably requested. The Employer waives the right under the NLRA to file any petition with the National Labor Relations Board for any election in connection with the invocation of this Agreement and agrees to refrain from directly or indirectly supporting any such petition.

3. The Employer agrees to take a neutral approach to unionization of employees. Neutrality means that the Employer will neither help nor hinder the Union's organizing effort by, for example, directly or indirectly demeaning by word or deed the Union or its representatives, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union. The Employer agrees not to communicate to any Employee that it disfavors the Union or the signing of authorization cards, or that they may suffer adverse consequences for supporting the Union or signing cards. The Employer also agrees that it, and its managers, supervisors and other representatives will refer to the Union by name and not as "third party," "outsider" or in similar manner. The parties will conduct themselves with mutual respect for each other during any organizing effort.

4. During organizing efforts, the Employer's managers, supervisors and other representatives will remain neutral and will refrain from communicating with Employees about how they should respond to the Union. The Employer agrees to inform all of its managers, supervisors and representatives of this obligation and that the Employer has no objection to employees supporting the Union or engaging in union activities, including meeting with Union

representatives or signing authorization cards. The Employer will promptly terminate any violation of this provision and immediately act to discourage any additional violation, including disciplining any manager' or supervisor - or terminating its relationship with any independent contractor representative - who violates it. The Employer agrees to take prompt action to mitigate the effects of any violation, including informing employees of the Employer's position on organizing and the rights of employees to organize.

5. The Employer agrees to permit Union representatives access to the workplace to communicate with Employees, including through the distribution of materials. Union representatives will not disrupt the Employer's operations or unreasonably interfere with employee production.

6. The facility's highest level manager will meet with and tell Employees that the Employer has no objection to Employees meeting with Union representatives, supporting the Union or signing authorization cards. That manager will also tell Employees that the Employer is neutral in their selection of union representation.

7. If the Union provides evidence in support of its claim that a majority of employees have designated the Union as their collective bargaining representative, the Employer will recognize the Union as such representative of the employees in the bargaining unit described in the Union's notice invoking this provision and will extend this Agreement to them.

8. If both the Union and the Employer mutually agree that additional Agreement provisions are necessary for the new unit or if the National Labor Relations Board or a court determines that the parties may not lawfully extend this Agreement to the unit, the parties agree to bargain in good faith over a collective bargaining agreement to cover the employees. The parties agree to commence bargaining within 20 business days from the date the neutral verifies the Union's majority. If they are unable to agree to a collective bargaining agreement, the parties agree to submit all open provisions and issues to final and binding interest arbitration. If they are unable to select an arbitrator, the parties shall select an arbitrator to set the open provisions and resolve any other issues in accordance with the procedures of this Agreement's arbitration provision.

9. The parties agree to resolve any dispute over the interpretation of this provision through expedited arbitration. The parties will invoke expedited arbitration by requesting an arbitrators list from the American Arbitration Association. Within 10 days of receiving AAA's arbitrators' list, the parties will submit their struck lists to the AAA. The parties agree that AAA will follow its labor arbitration rules to select an arbitrator based on the list or lists the parties submit. The AAA will strictly apply its rule requiring struck lists to be timely submitted in accordance with this provision. The arbitrator will hear the dispute on either the first or second date the arbitrator is available and issue an award within 20 days thereafter. The parties will equally share the arbitrator's fees and costs.

10. The parties agree that the arbitrator has the authority to direct the breaching party to specifically perform its obligations under this provision. The arbitrator may award a penalty of up to \$10,000 for willful breaches. A willful breach is one that clearly violated this provision and

was not corrected after the aggrieved party provided notice of it to the violating party. The parties consent to the entry of the arbitrator's award as the order of judgment of a United States District Court, without notice.

11. The Union and the Employer recognize that this Agreement is in their mutual best interests and therefore agree to prevent evasion of the terms of this Agreement through the use of contractors and/or subcontractors. To comply with the spirit of this Agreement, the Employer shall, as a condition of its relationship with any contractor and/or subcontractor require that: (a) the contractor and/or subcontractor enter into a neutrality agreement with the Union; and (b) immediately notify the Union when seeking to form a business relationship with the contractor and/or subcontractor. This provision shall not apply to contractors or subcontractors whose activities are limited to the construction or repair of the facilities.

12. Labor Peace Agreement: In the event that Local 338 attempts to organize the Employer's Employees or actually represents the Employer's employees at any particular location, then Local 338 hereby promises that it will not at any time covered by this agreement engage in any picketing, work stoppages, boycotts or any other economic interference with the Employer's business at that location, provided the employer has not violated any of the terms of this agreement.

13. In the event that Employer shall not become a registered organization within twelve months of the date herein, this Agreement shall terminate; provided, however, that prior to thereafter seeking to obtain such status, including completion of a registration initiated but not completed prior to such date, Employer shall notify Local 338 of such, in which event this Agreement will be deemed re-instated and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 28th day of May 2015, by their duly authorized representatives.

LOCAL 338, RWSDU/UFCW

By: 

Date: 5/28/15

Name: Joseph Fontano

Title: Secretary-Treasurer

Witness: 

INTEGRATED SCIENTIFIC HERBAL
ADVANCES, LLC

By: 

Date: July 21, 15

Name: Ernest S. S. S.

Title: CEO

Witness:

Attachment G

Financial Statement
All Details

Integrated Scientific Herbal Advances, LLC - Application Related Costs

Legal

Cozen O'Connor	277 Park Ave, NY, NY 10172	50,000
Jacobowitz and Gulbits	158 Orange Ave, Walden NY 12586	25,000
Mayer, Suozzi	990 Stewart Ave, Garden City NY 11530	18,600
		<hr/> 93,600

Public Strategies Consulting

Cozen O'Connor	277 Park Ave, NY, NY 10172	50,000
----------------	----------------------------	--------

Staff

David Zapata	General Manager, Finance, Operations	
Jay Petsko	IT, Marketing, Management	
Eldridge Hawkins	Security, Government Affairs	
Total		<hr/> 96,371

Finance and Advisory

Black River Advisors, LLC	30 State Park Rd Chester NJ 07930	19,900
May Jiang CPA	NY, NY	
Mitch Shenassa	Longmont, CO	
		<hr/> 41,900

Building

Goshen NY Town Board	Goshen, NY	2,500
Barry Terach - Architect	8 Turner Rd, Central Valley NY 10917	10,000
Pietrzak and Pfau - Engineer	262 Greenwich Ave Suite A Goshen NY 10924	10,000
Leggette, Brashears and Graham, Inc. - Water Testing and Hydrogology	4 Research Drive Shelton, CT 06484	5,200
Goshen NY Planning Board	Goshen, NY	3,500
Delta T Solutions - HVAC	27711 Diaz Rd, Suite B Temecula, CA 92590	3,000
		<hr/> 34,200

Other

Investor Meetings	Travel, Meals, hotels	2,000
Travel	Meetings, presentations	6,000
Fingerprinting	Identgo	1,000
Banking	Fees	1,000
Application Fee		10,000
Application Fee		200,000
		<hr/> 220,000

Total		536,071
--------------	--	----------------

Some amounts include estimates for work incurred but not yet billed



May 28, 2015

Integrated Scientific Herbal Advances
67 Irving Place, 10th Floor
New York, NY 10003

Re: Integrated Scientific Herbal Advances - Corporate Legal
Work
Our File No.: 366834.000

Fees for Professional Services:	\$ 22,323.50
Total Amount of Invoice No.: 973801	<u>\$ 22,323.50</u>

Total Amount due upon receipt of bill

18657.0001.000 Integrated Scientific Herbal Advances
366834.000 Integrated Scientific Herbal Advances - Corporate Legal Work

Date	Timekeeper	Description of Services	Hours
04/28/15	P. Zhang-Whitaker	Attend a meeting with client.	1.00
04/29/15	P. Zhang-Whitaker	Draft ISHA operating agreement.	4.50
04/30/15	P. Zhang-Whitaker	Continue to draft ISHA operating agreement.	4.50
05/01/15	P. Zhang-Whitaker	Revise ISHA operating agreement by adding a transfer condition investor information. Prepare a summary of open issues.	0.70
05/11/15	P. Zhang-Whitaker	ISHA: Review and revise/comment on two NDA with two different investors. Meet with client re potential replacement of LLC documents with corporation documents.	1.00
05/13/15	P. Zhang-Whitaker	Email communications regarding info needed for offer letters and specific contents.	0.50
05/14/15	P. Zhang-Whitaker	ISHA: draft employment offer letter	2.50
05/15/15	P. Zhang-Whitaker	ISHA: Participate an internal conference call and discussion about tax issues, corporate structure and employment matters. Participate a conference call with client re the same. Revise offer letter.	2.80
05/18/15	R. Salomon	Review contribution agreement. cf Jenny F re property.	1.30
05/18/15	P. Zhang-Whitaker	Participate in a conference call with client to go over certain corporate issues and issues relating to Gurda's employment agreement; revise employment agreement for Gurda; draft employment agreement for Calvo; draft capital contribution agreement for Gur da.	7.50
05/19/15	R. Salomon	Revisions for capital contribution agreement	1.80
05/19/15	P. Zhang-Whitaker	Conference call with client. revise employment agreement for Calvo per client's request for a potential new corporation. Revise LLC operating agreement. Prepare employment agreement for 9 individuals. Revise and finalize capital contribution agreement.	7.00
05/20/15	P. Zhang-Whitaker	Further revise employment agreement for Calvo per client's request. Revise shareholders agreement and amended certificate of incorporation.	2.30

Integrated Scientific Herbal Advances
File Number: 366834.000
Invoice No.: 973801

May 28, 2015
Page 3

Date	Timekeeper	Description of Services	Hours
05/26/15	R. Salomon	Cf SAS re issues for investors and land contributor	0.30
Total Hours Billed:			37.70

Integrated Scientific Herbal Advances
File Number: 366834.000
Invoice No.: 973801

May 28, 2015
Page 4

Time And Fee Summary

Timekeeper	Rate	Hours	Fees
Salomon, R.	765.00	3.40 \$	2,601.00
Zhang-Whitaker, P.	575.00	34.30	19,722.50
Totals:		37.70 \$	22,323.50

Total Current Charges:	\$ 22,323.50
-------------------------------	---------------------



May 28, 2015

Integrated Scientific Herbal Advances
67 Irving Place, 10th Floor
New York, NY 10003

Re: Integrated Scientific Herbal Advances - Corporate Legal
Work
Invoice Number: 973801
Our File No.: 366834.000

Fees for Professional Services:
Total Amount of Invoice No.: 973801

\$ 22,323.50
\$ 22,323.50

Check:
Cozen O'Connor
7885
PO Box 7247
Philadelphia, PA 19170-7885

Wire Transfer:
Account Name: Cozen O'Connor
Attorney Operating Account
Bank: Citibank NA
New York, NY
Account No.: 759533814
Bank ABA No.: 021272655
Swift Code*: CITIUS33
* Only needed for international transfers.

Please email notification of electronic payments to Phila.AccountsReceivable@cozen.com.

Federal Tax ID: 23-1732832

Total Amount due upon receipt of bill

277 Park Avenue New York, NY 10172

212.883.4900 888.864.3013 212.986.0604 Fax cozen.com



PROFESSIONAL PROGRAM
INSURANCE BROKERAGE

PP INSURANCE BROKERAGE

**INDICATION- subject to changes based on state requirements/regulations,
updated applications after license is issued, and final approval from carrier**

June 2, 2015

TO: Karen Ross
OF: Associated Agency Group, LLC (AAG)

Client Quoted: Integrated Scientific Herbal Advances, LLC DBA: Scientific Herbal
Advances

Limits of Insurance: General Liability

\$2,000,000	General Aggregate
Excluded	Products/Completed Operations
\$2,000,000	Personal & Advertising Injury
\$2,000,000	Each Occurrence
\$100,000	Damage to Premises Rented to You
\$1,000	Medical Payments

- No Deductible
- Occurrence form
- Carrier – Lloyds of London



- Rating Basis: Indoor Cultivation, processing, testing and dispensary sales of Marijuana and Cannabis infused oils, concentrates, creams, pills and Hash products

Limits of Insurance: Property

873 Pulaski Hwy, Goshen NY

\$1,000,000

Business Personal Property, RCV, 90% Coinsurance

Perils Covered: Special Form, Including Theft subject to maintenance and full use
of a central station burglar alarm. If no alarm used, theft will not apply

Deductible: \$2,500 Each occurrence, \$500 Glass, \$5,000 Theft/Vandalism

Included Forms:

Limited water damage to include back up of sewer & drains: \$25,000

Property of Others: \$10,000

Glass Coverage

Limits of Insurance: Products Liability

\$2,000,000

General Aggregate

\$2,000,000

Each Occurrence

- \$10,000 Per Claim Deductible
- Coverage Forms: Claims Made Basis, legal fees inside the limit
- Carrier - Lloyds of London
- Retroactive Date: Inception
- Gross Receipts: \$35,000,000
- * • Rate per 1,000 Product Sales \$2.59
- Description of Products: Indoor Marijuana cultivation, processing & dispensary sales and manufacturing of cannabis infused oils, concentrates, creams, pills and Hash products, includes products while in the testing phase.

Limits of Insurance: Lab Professional Liability

\$2,000,000

General Aggregate

\$1,000,000

Each Occurrence

- \$2,500 Deductible
- Coverage Forms: Claims Made Basis, legal fees inside the limit
- Carrier - Lloyds of London
- Retroactive Date: Inception
- Description of Operations: Lab/Testing products for cannabis potency

General Liability Premium: \$77,503.00**Property Premium: \$ 7,500.00**

Inspection Fee \$ 200.00

Taxes: \$ 3,237.72

Fully Earned Broker Fee: \$ 700.00

Product Liability Premium: \$90,900.00**Professional Liability Premium: \$10,000.00**

Taxes: \$ 3,834.20

Fully Earned Broker Fee: \$ 750.00

TOTAL PREMIUM: \$194,624.92**25% Minimum Earned Premium Applies**No Flat Cancellations/Auditable Upwards Only*

No coverage is bound until accepted & approved by Professional Program Insurance Brokerage. Rates are subject to change upon receipt of completed applications. Signatures on the applications and the indication are only good for 30 days.

The terms & conditions offered may differ from what has been requested

*** Notable Property Exclusions:** Property where the risk of loss or damage has been materially increased by changes in your premises; Property located in expansions of your premises shown in the Declarations; Exclusion - Invalid Payments; Exclusion - Spoilage; Exclusion - Marijuana Stock/Plants While Growing. Exclusion - Property and/or Stock in Transit is excluded unless endorsed on. Exclusion: Theft does not apply if there is no burglar alarm or it is not in use when the business is closed.

*** Notable Property Terms:** Theft coverage for BPP requires central station alarm. If no alarm present theft is excluded. Risks where TIV greater than \$20,000 must have interior and exterior security cameras. All dispensaries must have a buzz in front door system or posted security personnel at the entrance to the facility. Require form JS-MJ-005 Medical Marijuana Property Endorsement. Coverage is Special Form.

Inventory losses will be settled at Wholesale Cost Price

Notable General Liability Exclusions: Exclusion Governmental Acts; Exclusion - Non-Owned & Hired Auto; Exclusion - Products Completed Operations, Exclusion- Assault & Battery; Canine Exclusion

Notable General Liability Terms: CG2139 Contractual Liability limitation, No client/patient will be allowed to enter the growing area, Inspection & Premium Audit Compliance Endorsement

Notable Product Liability Exclusions & Endorsements:

- PD MJ LWW 11-14- Products/Completed Operation Liability
- PD HE 11-14- Specified Herbal Products Exclusion

Notable Lab Professional Liability Exclusions & Endorsements:

MISC PL PL DEC 11-14 Professional Liability Dec Page
MISC PL 11-14 Professional Liability Coverage Form
MISC MJ TEST 11-14 Marijuana Testing Carveback

Labs Professional Program outline:

Coverage for Laboratory Testing facilities as outlined on the application submitted.

Consult the policy for all specific terms and conditions and complete policy exclusions



REQUIREMENTS TO OBTAIN FIRM QUOTE:

- Signed and currently dated Medical Marijuana Application – fully completed
- Confirm that license has been granted by State of NY for operations listed
- TRIA Form
- Construction type of building
- Completed, signed and dated PPIB Lab Application

If you have any questions please do not hesitate to contact our office. We are pleased to assist you in this regard.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2014, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE WILL BE PROVIDED IF ACCEPTED, PRIOR TO BINDING. IT WILL NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of _____
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Ramesh Sawhney MD

Print Name

6/3/15

Date

Underwriter's at Lloyd's, London
Insurance Company

Policy Number _____

MICHAEL SCADUTO ARCHITECT PLLC

155 WATER STREET, SUITE 512 BROOKLYN, NY 11201 917-592-5449 SCADUTO@GMAIL.COM WWW.MICHAELSCADUTO.COM

April 30, 2015

David Zapata

Re: Marijuana Dispensary

Dear Mr. Zapata,

We're excited to offer our services to provide preliminary architectural planning and design for your forthcoming NYS medical marijuana dispensaries. I've put together a proposal that describes your goals, an outline of our services and fee structure, and an estimate of the timeline and costs for your project. This proposal is intended to provide a thorough snapshot of the project as I understand it, so please review it and let me know if you have any questions.

SCOPE OF WORK & SERVICES

The scope of work is to provide an architectural master plan for a prototypical dispensary. The aim of these drawings will be to serve as an architectural baseline for store layout, addressing your product, customer and security needs, as well as building code, accessibility code, and other regulations. They will also serve as a preliminary style guide for the aesthetic design of the stores and as an extension of your company's branding and imaging. More specifically:

- We'll produce a few sample store layouts, ranging from approximately 1000 SF (the provided example) to 2000 SF as requested.
- We will also put together a look book of imagery and graphics addressing your aesthetic and programmatic directive of a mixture of Apple Store / Pharmacy / Bank.

This is an initial scope based on our meeting and the provided drawings, and is meant to be a general snapshot of the proposed design. As part of the design process we shall further refine this into a comprehensive list of your goals.

FEES & SCHEDULE

Fees are based on an hourly rate of \$150.00 per principal hour and \$100.00 per associate hour. The total number of hours will depend on the final scope of design, but for a project of this scope I estimate a fee of approximately \$1500.

MICHAEL SCADUTO ARCHITECT PLLC

155 WATER STREET, SUITE 512 BROOKLYN, NY 11201 917-592-5449 SCADUTO@GMAIL.COM WWW.MICHAELSCADUTO.COM

Though this is an estimate of the total fees, as we proceed through the phases of the project I will provide updates based on any evolution to the project scope.

We will deliver the first design drawings within one week of the executed proposal and the final imagery and refined drawings within two weeks.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the Fees and include actual expenditures made by the Architect in the interest of the project such as:

- Messenger mail & courier services
- Permit and Filing Fees
- Plotting, photocopies, and mail & courier services.
- Travel outside of New York City.

Reimbursable expenses will be billed at cost plus 10%.

EXCLUSIONS & ADDITIONAL SERVICES

This proposal is based solely on Michael Scaduto Architect services and excludes all consultant services.

I am available at any time if you have any questions or need clarification, Please do not hesitate to call or email. I look forward to working with you and to transforming your home.

Sincerely,



Michael Scaduto AIA, LEED A.P.

AGREED TO & ACCEPTED BY

By: 

Date: 

Meyer, Suozzi, English & Klein, P.C.

Counselors At Law

990 Stewart Avenue

P.O. Box 9194

Garden City, NY 11530-9194

516-741-6565

212-239-4999

Facsimile: 516-741-6706

May 20, 2015

Dr. Ramesh Sawhney
CEO
Irving Place Surgery & Wellness Center
67 Irving Place, 10th Floor
New York , NY 10003

This statement of account lists all outstanding invoices due for this matter. Any amount more than 30 days old is considered past due and your prompt attention to these items would be appreciated.

If you have already sent payment, please disregard this statement and accept our thanks. If you have any questions regarding this statement or if your records disagree with the amounts below, please contact Mary Anne Johnson at (516) 592-5761.


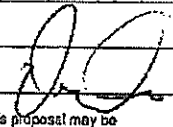
ID: 25459 0001 BJP

MATTER: GENERAL ADVICE

STATEMENTS OUTSTANDING

Invoice Number	Invoice Date	Billed Amount	Amount Outstanding
2152417	03/04/2015	\$11,086.25	\$9,086.25
2153212	04/07/2015	\$122.50	\$122.50
2153927	05/11/2015	\$9,394.00	\$9,394.00
Total Outstanding Balance Now Due			\$18,602.75

PRODUCT 218

Proposal		Page No.	of	Pages
 QUACKENBUSH WATER SYSTEMS CO., INC. 39 Little Brooklyn Rd. WARWICK, NEW YORK 10990 (845) 986-1900				
PROPOSAL SUBMITTED TO		PHONE	DATE <u>5/26/15</u>	
STREET		JOB NAME <u>875 Pulaski Hwy</u>		
CITY, STATE AND ZIP CODE		JOB LOCATION <u>GOSHEN</u>		
ARCHITECT <u>TOM CUSACK</u>	DATE OF PLANS			JOB PHONE
We Propose hereby to furnish material and labor complete in accordance with specifications below, for the sum of: <u>BETWEEN</u> <u>* 120,000 + 21,500.00</u> dollars (\$ _____)				
Payment to be made as follows:				
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.				
Authorized Signature		 Note: This proposal may be withdrawn by us if not accepted within _____ days.		

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

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	
Signature _____	Signature _____
Date of Acceptance: _____	Signature _____

GERALD N. JACOBOWITZ
DAVID B. GUBITS
PETER R. ERIKSEN
HOWARD PROTTER
DONALD G. NICHOL
LARRY WOLINSKY
J. BENJAMIN GAILEY
MARK A. KROHN*
JOHN C. CAPPELLO
GEORGE W. LITHCO
MICHELE L. BABCOCK
MICHAEL L. FOX
* LL.M. IN TAXATION

JACOBOWITZ AND GUBITS, LLP

COUNSELORS AT LAW

158 ORANGE AVENUE
POST OFFICE BOX 367
WALDEN, NEW YORK 12586-0367

(845) 778-2121 (845) 778-5173 FAX
Writer's Email: LW@jacobowitz.com

SANFORD R. ALTMAN
GARY M. SCHUSTER
WILLIAM E. DUQUETTE
ALYSE D. TERHUNE
KARA J. CAVALLO
MARCIA A. JACOBOWITZ
F. BRYAN PAZ
ANDREA L. DUMAIS
ANTOINETTE M. CARUSO
JASON C. SCOTT
ALANNA C. IACONO
JENNIFER S. ECHEVARRIA
KELLY A. PRESSLER

JOHN H. THOMAS JR.**
CARMEE G. MURPHY**
**OF COUNSEL

May 6, 2015

REPRESENTATION LETTER

Dr. Ramesh Sawhney
Integrated Scientific Herbal Advances, LLC
67 Irving Place, 10th Floor
New York, New York 10003

Re: Medical Marijuana Facility - Pulaski Highway
Our File No: TBD

Dear Dr. Sawhney:

This letter acknowledges and confirms that you wish to retain the law firm of Jacobowitz and Gubits, LLP, to represent you in connection with investigating and determining the land use approval process necessary to locate a medical marijuana growing, processing and distribution facility on property located on Pulaski Highway, Town of Goshen; and to coordinate meetings and participate in efforts to secure support from local officials for an application to become one of five registered organizations in NYS to be authorized to grow, process and distribute medical marijuana products. Any work beyond this scope of services will require a new representation letter.

We will commence work and open a file upon receipt of a signed copy of this letter and your retainer payment in the amount of \$5,000.00.

You will be charged the normal hourly rates and billed for our costs and disbursements as set forth on the annexed Schedule of Fees and Disbursements. Our representation is subject to the terms and conditions set forth in "My Rights and Responsibilities as a Client of Jacobowitz and Gubits, LLP," a copy of which is being provided together with this letter.

This retainer agreement, and the fee arrangement detailed herein, can only be modified by writing, signed by both the client and an authorized representative of Jacobowitz & Gubits, LLP.



Please sign a copy of this letter approving the scope of services set forth above. If the scope of services set forth above is not correct or if you have any questions concerning the terms and conditions set forth in this letter, please contact me immediately.

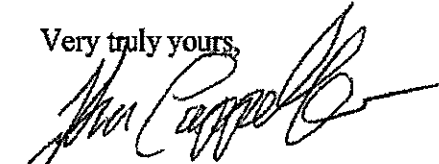
APPROVED AND ACCEPTED:

Integrated Scientific Herbal Advances, LLC



Dr. Ramesh Sawhney

Very truly yours,



John C. Cappello

SCHEDULE OF FEES AND DISBURSEMENTS

CLIENT NAME: Dr. Ramesh Sawhney
Integrated Scientific Herbal Advances, LLC

BILLING ADDRESS: 67 Irving Place, 10th Floor
New York, New York 10003

FILE NO.: TBD

RE: Medical Marijuana Facility - Pulaski Highway
Investigate and determine land use approval process necessary to locate a medical marijuana growing, processing and distribution facility on property located on Pulaski Highway, Town of Goshen. Coordinate meeting and participate in efforts to secure support from local officials for an application to become one of five registered organizations in NYS authorized to grow, process and distribute medical marijuana products.

<u>Personnel</u>	<u>Hourly Rate</u>
John C. Cappello, Esq.	\$400.00
Larry Wolinsky, Esq.	\$400.00

DISBURSEMENTS

Postage: Actual cost plus \$0.08/item

Photocopying: \$0.20/copy
Color Copies \$ 1.00/copy
CD Copy \$6.50 each disk
DVD Copy \$10.00 each disk

Travel: Applicable IRS Mileage Allowance, plus actual cost of related expenses

Telephone Charges: Estimated cost for all toll charges

Facsimile Transmission: \$0.90/page

Miscellaneous Expenses: At cost {including but not limited to filing fees, recording fees, Federal Express/UPS charges, application fees, computer legal research, etc.}



January 9, 2015

Integrated Scientific Herbal Advances, LLC
67 Irving Place, 10th Floor
New York, NY 10003

This letter is to confirm your granting us the exclusive right to locate, negotiate for and secure space in New York City to be occupied or used by you, your affiliates, subsidiaries or designees. You agree to forward to us all communications you receive regarding such space.

All terms and conditions of any proposed documentation to effect the securing of space will be subject to your approval, and will in no event be binding upon you until executed.

Based upon your compliance with this agreement, and your agreement to cooperate with us in our dealings with others in connection with the securing of space, we agree to look solely to the seller or lessor for our compensation.

This agreement shall become effective upon its execution by you and shall continue for a minimum period of six (6) months and thereafter until canceled by either of us upon thirty (30) days prior written notice. Each party waives any statutory right it may have to notice from the other party reminding it of its right to cancel as provided herein. The cancellation of this agreement shall not affect our rights as provided herein with respect to spaces and properties submitted to you prior to such cancellation, nor our authority to continue to represent you in your dealings with such spaces and properties. Said rights shall expire twelve (12) months after any termination of this agreement.

If the foregoing correctly reflects our understanding, and you are authorized, please return one signed copy of this agreement for our files.

Very truly yours,

BLOOM REAL ESTATE GROUP LLC

By: 

Scott M. Bloom – President/Managing Member

ACCEPTED AND AGREED

this 9 day of January, 2015

Signed: 

Name: Ramesh Sawhney

Title: C.E.O.

QUICK START CONTRACT

This agreement for the performance of services is entered into this 26th day of May, 2015, by and between Leggette, Brashears & Graham, Inc. (LBG) and Scientific Herbal (Client). Subject to the contract terms printed on the reverse side of this form, LBG's standard fee schedule and the annexed proposal or scope of work. In the event of a conflict between the standard contract terms or fee schedule and any attached proposal or scope of work, terms of the proposal or scope shall govern.

CLIENT

Name: RAMESH SAWHNEY
Company: SCIENTIFIC HERBAL ADVANCES
Address: 67 IRVING PLACE FLOOR 10
City/State/Zip: NY, NY 10003

CLIENT CONTACTS

Reporting: Vince Pietrzak
Site Conditions: Vince Pietrzak

BILLING INFORMATION

Name: RAMESH SAWHNEY
Company: SCIENTIFIC HERBAL ADVANCES
Address: 67 IRVING PLACE FLOOR 10
City/State/Zip: NY, NY 10003

Project Location: Street: 873 Pulaski Highway Town: Goshen State: NY
Proposal/Scope Date and Reference No.: May 26, 2015 #Pages Attached: 3

Brief Statement of Services: Conduct a due-diligence and hydrogeologic assessment of the referenced property. The work scope will include coordination with pump test contractor to conduct 24-hour pump test on existing well.

Anticipated Start Date: May 22, 2015 Anticipated Completion Date: May 29, 2015
Estimated Fee: \$4,000

LBG Office Location: Shelton, CT Project Representative: Thomas P. Cusack
Principal-in-Charge: Thomas P. Cusack
Retainer: \$2,000

Client hereby engages LBG to perform the services described and referred to herein and agrees to pay LBG for such services, and acknowledges that the terms of this agreement are subject to LBG's standard contract terms and all attached and referenced material and documents. Unless otherwise provided in the attached proposal or scope: (1) inclusion of anticipated "start" and "completion" dates shall not be construed to impose a "time is of the essence" requirement; and (2) any preliminary cost estimate shall not be construed as a "flat-fee" or "not-to-exceed" amount. In consideration of the foregoing, LBG agrees to perform the services described and referenced herein.

LEGGETTE, BRASHEARS & GRAHAM, INC.

CLIENT

By: (signature) John P. Cusack
(printed) JOHN P. CUSACK
Title: CHIEF OPERATING OFFICER
Date: 5-28-2015
Witness: David Caputo

By: (signature) Thomas P. Cusack
(printed) Thomas P. Cusack
Title: Senior Vice President
Date: May 26, 2015
Witness: Cathy Manolekas

GENERAL TERMS AND CONDITIONS

FEE PAYMENT

- 1) LBG will submit invoices to Client monthly following any month of significant activity, and a final invoice upon completion of services. Invoices will show charges based on current LBG Fee Schedules or other agreed-upon basis, and will include a detailed separation of charges and supporting information.
- 2) Payment is due upon receipt of invoice. On accounts past due by forty-five (45) days, Client will pay a finance charge of 1.25 percent per month dating from the invoice date.
- 3) In the event Client requires expert-witness testimony, Client will pay LBG all past due balances before LBG will proceed to prepare for or offer testimony.
- 4) Client will pay the balance stated on the invoice unless Client notifies LBG of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will remit the balance of undisputed items in a timely manner while a disputed item is being reviewed.
- 5) In the event Client fails to pay LBG within forty-five (45) days following invoice date, LBG may consider the default a breach of the consulting agreement and all duties of LBG may be suspended or terminated, and work product may be withheld, without liability of any kind to LBG.

OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- 1) All reports, field data and notes, laboratory test data, calculations, estimates, and other documents prepared in the course of consulting service shall remain the property of LBG. Client agrees that all reports and other work LBG furnished to Client or Client's agents which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.
- 2) Documents provided to LBG by Client will be returned to Client, upon request, at the completion of work at Client's cost.
- 3) Reuse of reports or other materials by Client or others on extensions or modifications of the project or on other sites, without written permission from LBG or adaptation by LBG for the specific purpose intended, shall be at the user's sole risk, without liability on the part of LBG, and Client agrees to indemnify and hold LBG harmless from all claims, damages and expenses, including attorney's fees.
- 4) LBG shall maintain Client's project data and reports in strictest confidence, and will release such information to others only upon express written permission from Client.

DISPUTES

- 1) Client will pay all reasonable collection expenses or litigation fees, including attorney fees, that LBG incurs in collecting any delinquent amount Client owes.
- 2) If the Client institutes a suit against LBG which is dismissed or for which judgement is rendered for LBG, Client will pay LBG for all costs of defense including attorney fees, expert witness fees and court costs.

INSURANCE AND INDEMNIFICATION

- 1) LBG will carry Workers Compensation, General Liability, Automobile Liability, Excess Umbrella-Form Liability and Professional Liability insurance policies in amounts which LBG considers adequate. Certificates of insurance will be provided to Client upon request. Within the terms and conditions of the insurance, LBG agrees to indemnify Client against loss caused by actions of LBG, its employees or its subcontractors. LBG will not be responsible for liability beyond the limits and conditions of the insurance. At Client's request, LBG will seek additional insurance coverages or coverage limits for specific projects, and will bill Client for the additional premium cost. LBG will require that its field subcontractors are insured to the same levels required of LBG by Client.
- 2) LBG's professional liability will be limited to the value of the consulting services performed.
- 3) LBG will not be responsible for any loss or liability from negligence by Client or by other agents, contractors or consultants employed by Client or from negligence by any person for whose conduct we are not legally responsible.

TEST BORINGS AND OTHER EXPLORATIONS

- 1) To drill test borings or perform other explorations, LBG may engage a contractor experienced in this work. The Contractor's invoices plus a fifteen (15) percent service charge will be added to LBG's invoice. On occasion, LBG engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with Client's approval. The cost of such services plus a fifteen (15) percent service charge will be included in our invoice. Such specialists will be wholly responsible for their work product.

- 2) Alternatively, at Client's request, LBG will recommend contractor(s) or specialist(s) for Client to enter into direct contract(s) with. In that event, invoices for these outside services will be mailed to Client for direct payment to the contractor(s). LBG review and approval of each invoice will be provided on request. Under either alternative, LBG does not guarantee and is not responsible for the performance of the contractor(s) or the accuracy of their results.

GEOPHYSICAL AND GEOCHEMICAL INSTRUMENTATION SERVICES

LBG is equipped to provide specialized geophysical and geochemical instrumentation services according to project needs. Fees for these equipment services will be based on use charges at standard rates published by LBG plus fees for consulting services.

CUSTODY OF MATERIALS

- 1) In the course of work, LBG may take custody of and transport soil and/or water samples from Client's site. Upon the completion of evaluation and/or testing of such samples, LBG reserves the right to return the samples to Client at Client's expense, and Client agrees to accept such samples and the responsibility for their proper and legal disposal.
- 2) At no time, under any circumstances, will LBG personnel represent LBG or themselves as generators of waste, hazardous or otherwise, which may have to be removed from or disposed of on a site, and LBG personnel will not sign hazardous waste manifests on behalf of Client.

RIGHT OF ENTRY

Client will furnish right-of-entry on the site for LBG to conduct the work. LBG will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in the fee the cost for restoration of damage that may result from site operations. If LBG is required to restore the land to its former condition, this will be arranged and the cost plus fifteen (15) percent will be added to our fee.

DAMAGE TO SUBSURFACE STRUCTURES

Reasonable care will be exercised in locating subsurface structures in the vicinity of proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility information (i.e., "Call Before You Dig" service) and a review of plans provided by Client for the site to be investigated. LBG shall rely upon any information provided by Client or Client's agent or representative. If the locations of underground structures are not known accurately or cannot be confirmed, then there will be a degree of risk to Client associated with conducting the work. In the absence of confirmed underground structure locations, Client agrees to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from the exploration work.

PETROLEUM PRODUCTS AND HAZARDOUS MATERIALS

- 1) Petroleum products, hazardous materials, or asbestos may exist at a site where there is no reason to believe they should be present. If, at any time, evidence of the existence or possible existence of such substances is discovered, LBG reserves the right to renegotiate any consulting agreement, the fees for our services and our continued involvement in the project. LBG will notify Client as soon as possible should unanticipated hazardous materials or suspected hazardous materials be discovered.
- 2) The discovery of hazardous materials or suspected hazardous materials may make it necessary for LBG to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate LBG for the cost of any and all measures that, in our professional onsite judgment are justified to preserve and protect the health and safety of our personnel, Client's employees and/or the public, and/or the environment. In addition, Client waives any claims against LBG and, to the full extent permitted by law, agrees to indemnify, defend and hold LBG harmless from any and all claims, damages and liability, including but not limited to cost of defense, in any way connected with petroleum products, hazardous materials or asbestos.

STANDARD OF CARE

In accepting our proposal for consulting services, Client acknowledges the inherent risks associated with any subsurface investigation. In performing professional services, LBG will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar localities. LBG makes no express or implied warranty beyond our commitment to conform to this high standard of professional practice.

LEGGETTE, BRASHEARS & GRAHAM, INC.

PROFESSIONAL GROUNDWATER AND ENVIRONMENTAL ENGINEERING SERVICES

4 RESEARCH DRIVE, SUITE 204
SHELTON, CT 06484
(203) 929-8555
FAX (203) 926-9140
www.lbgweb.com

2015 FEE SCHEDULE FOR CONSULTING SERVICES

Senior Vice President	\$205 to \$275/hour
Vice President/Principal	\$190 to \$260/hour
Associate Vice President	\$180 to \$255/hour
Senior Consultant	\$200 to \$250/hour
Senior Associate	\$165 to \$250/hour
Associate	\$130 to \$180/hour
Senior Environmental Engineer	\$95 to \$175/hour
Senior Environmental Scientist	\$95 to \$175/hour
Senior Hydrogeologist	\$95 to \$175/hour
Field Services Manager	\$90 to \$155/hour
Environmental Engineer II	\$75 to \$120/hour
Hydrogeologist II/Environmental Scientist II	\$75 to \$120/hour
Environmental Engineer I	\$65 to \$105/hour
Hydrogeologist I/Environmental Scientist I	\$65 to \$105/hour
Senior Technician	\$75 to \$100/hour
Technician	\$70 to \$95/hour
CAD Operator/Draftsperson	\$98/hour
Clerical	\$74/hour

We require reimbursement for actual expenses incurred, including computer time. The use of personal cars in the field would be billed at the IRS approved rate per mile. An administrative charge of 5-percent is affixed to actual expenses and 15-percent for subcontractors. A 2-percent charge on services will be included to cover telephone, facsimile and in-house printing costs.

Invoices are payable upon receipt; accounts unpaid more than 45 days after the billing date are subject to 1.25-percent interest per month (15-percent annual rate) from the invoice date.

Fees for pretrial conferences and expert-witness testimony are as quoted above, with no premium fees.

LEGGETTE, BRASHEARS & GRAHAM, INC.
2015 FEE SCHEDULE FOR EQUIPMENT USE

<u>ITEM</u>		<u>DAILY RATE*</u>
INSTRUMENTATION		
Turbidity meter	\$	35
Conductivity meter	\$	20
pH meter	\$	20
Conductivity/pH meter	\$	35
Dissolved oxygen meter	\$	50
Flow-Through Cell	\$	150
Photoionization detector	\$	100
Flame ionization detector	\$	120 Combustible gas
(LEL)/oxygen meter	\$	60
Gas detector tube system	\$	16
Oil/water interface tape	\$	65
Electric water-level indicator	\$	35
Multi-Channel Data logger	\$	75
Transducers	\$	30 each
In-Well Data logger/Transducer	\$	90
Barotroll	\$	90
Surveying Equipment	\$	100
Air velocity meter	\$	80
Magnehelic gauges	\$	20
GPS Receiver (Trimble)	\$	150
Trimble Transducer Connection	\$	50
Trimble GPS/Transducer Connection	\$	200
Trimble External Antenna	\$	75
Laptop Computer Transducer Connection	\$	50
Dust Monitor	\$	110
PID/LEL/O2 meter	\$	100/day; 300/week
SAMPLING EQUIPMENT		
Two-inch air or electric submersible pumps	\$	115
Four-inch submersible pump	\$	75
Powered suction pump	\$	50
Peristaltic pump	\$	30
Hand-operated suction pump	\$	15
Teflon or stainless-steel bailers	\$	10 each
Manually operated soil/sediment sampling equipment (hand augers, sludge samplers)	\$	25
Soil vapor sampling equipment (probes, slide hammer) (consumable items additional)	\$	30
GEOPHYSICAL EQUIPMENT		
Electromagnetic terrain conductivity (EM-31) instrument and recorder	\$	100
Very low frequency electromagnetic receiver	\$	100
Signal-enhancement single channel seismograph	\$	50
Downhole video logger	\$	500
Borehole geophysical logger	\$	400
Magnetic cable indicator	\$	45
Metal detector	\$	20
MISCELLANEOUS		
Digital Camera	\$	15
Generator	\$	75
Rotary hammer drill	\$	60
Sediment gradation or hydrometer equipment	\$	10/sample
Van or truck for transport of equipment	\$	25/day + 0.65/mile
Jon Boat	\$	75/day
Laptop Computer Use In Field	\$	35/day

- Consumable materials (disposable bailers, filters, tubing, etc.) at cost.

Other specialty equipment by quote.

WEEKLY RATE IS THREE TIMES DAILY RATE, MONTHLY RATE IS THREE TIMES WEEKLY RATE.



PIETRZAK & PFAU

ENGINEERING & SURVEYING, PLLC

May 20, 2015

Jon Von
[REDACTED]

Re: Proposal/Contract – Concept Plan
Scientific Herbal Advances
Town of Goshen
SBL 24-1-109
Promo

Dear Jon:

We are pleased to submit this Proposal/Contract for a concept plan for submission to New York State for the above referenced project. Due to the time constraint, we request that our contract be signed and retainage be received by **Monday, May 25, 2015**.

I. SCOPE OF WORK

A. CONCEPT PLAN FOR SUBMISSION TO NEW YORK STATE WITH APPLICATION

- Option A – with complete list of items discussed in May 19 memo (attached) **\$10,000**
- Option B – With greenhouse and fencing on google map image with details, only **\$ 4,000**

B. MEETINGS AND CONFERENCE CALLS, AS REQUIRED

T&M

Plan completion scheduled for 6/1/15.*

*This date requires all parties provide required data and information. We are not responsible for delays caused by others.

II. ITEMS SPECIFICALLY NOT INCLUDED

- A. Engineering Design or Redesign
- B. Re-stakeout
- C. Building Column Layout Work
- D. SWPPP Inspections
- E. S.E.Q.R.A. Work of Any Kind
- F. Planning Board or Zoning Board of Appeals
- G. Design Work of Any Kind
- H. Off-site Improvements
- I. Permitting of Any Kind
- J. Wetlands Delineation, Permitting and/or Mitigation
- K. Construction Related Activities
- L. Flood Plain Studies

☐ 262 GREENWICH AVENUE, SUITE A
GOSHEN, NEW YORK 10924
(845) 294-0606 • FAX (845) 294-0610

☐ 2 HAMILTON AVENUE
MONTICELLO, NEW YORK 12701
(845) 796-4646 • FAX (845) 796-4092

- M. Special Studies – Environmental, Archeology, Traffic, Schools, etc.
- N. Architectural and/or Structural Analysis and/or Interior Building Design
- O. Legal Support- Meetings, Correspondence, Drawings, Testimony, etc.
- P. Any Unforeseen Request Not Specifically Stated In Scope of Work
- Q. Any Specialty Designs Not Specifically Stated in Scope of Work

III. ADMINISTRATIVE:

1. If this Proposal/Contract meets with your approval, please sign where indicated and return one (1) copy to this office with a retainer in the amount of \$2,500.00 by 5/25/15. The Retainer will be applied to our final invoice.
2. You agree to make payment within thirty (30) days of receipt of voucher. Billing will be on the basis of percentage complete, unless stated otherwise.
3. The parties agree, Pietrzak & Pfau Engineering & Surveying, PLLC will suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of invoice.
4. If additional items, not included in this proposal/contract are required, it will be billed time and materials or an agreed upon lump sum fee. We reserve the right to require signed authorization from you prior to start of additional work and/or work not covered by this Agreement.
5. As stated above, the Retainer will be applied to final invoice, and we have the right to suspend work even if there is a Retainer.
6. The ultimate site development is a function of the site, zoning, environmental issues, as well as the planning process. This proposal/contract in no way guarantees the build-out of this site or Agency Approvals being granted.
7. Should this project be cancelled for any reason, payment of all invoices to date shall be paid immediately.
8. If the client disputes all or any portion of an invoice, the client shall notify Pietrzak & Pfau of the dispute, in writing, within twenty-one (21) days of receipt of invoice.
9. In the event that any portion of the fees becomes past due, the client agrees that no portion of the work performed can be utilized by the client, his/her agents, successors, and/or assigns.
10. In the event is it necessary for Pietrzak & Pfau to retain an attorney to collect any delinquent balance, you will be responsible for all attorney fees and court costs.
11. All documents, including drawings, specifications, field notes, and calculations prepared or furnished by Pietrzak & Pfau pursuant to this agreement, are instruments of service. Pietrzak & Pfau shall retain ownership and property therein. You further agree that Pietrzak & Pfau has the right to withhold from you all materials, testing results, reports, maps & plans, plats, and all other of our work product in the event you are in default of your payment obligations to us under this Agreement.

12. Client shall contract directly with all sub-consultants and will be responsible for payment of all work completed by others. You hereby agree to indemnify us and hold us harmless from any and all claims by sub-consultants that result from your failure to pay them.
13. This Proposal/Contract shall be valid for a period of 90 days.
14. All requests are to be put in writing. Verbal requests cannot be tracked and may not be completed.
15. Client will be responsible for reproduction costs incurred. Reproduction shall be billed as a disbursement.
16. The jurisdictional agency has the final determination on approvals, modifications, etc. This Proposal/Contract in no way guarantees approvals from any agency or department. Furthermore, this Proposal/Contract and the fees to be earned by Pietrzak & Pfau are not contingent on our securing any particular approvals and/or permits for you. Often, certain elements of the approval and permitting process are out of our control. Please also understand that approvals and/or permits are often subject to various conditions that are outside of our control, and the fees to be earned by Pietrzak & Pfau are not contingent on our securing "unconditional" approvals.
17. Should a moratorium occur, placing the project on hold, this Proposal/Contract shall be terminated and all invoice for work completed to date will be forwarded directly for final payment.
18. This Proposal/Contract assumes unrestricted access to the property site.
19. The total liability in connection with any claim arising out of this contract for services performed, regarding the project, shall be limited to fifty thousand dollars (\$50,000) or contract fee, whichever is less.
20. Inclement weather may cause delays in scheduling and the completion of any fieldwork.
21. Contractor shall contact all utility companies prior to excavation.
22. Disbursements are due upon receipt.
23. The applicant, owner, and/or any representative of theirs shall not cause any delays or hindrance with the project moving forward toward completion.
24. If variances, interpretations and/or other relief is required from the Zoning Board of Appeals, our fee(s) associated with such work shall be Time and Materials. We recommend an attorney be retained, as this is a quasi-legal board.
25. Contractor shall verify all locations, elevations, inverts, etc. prior to construction and notify design engineer of any plan discrepancies.
26. Should any additional services invoices be due, any payment received shall be applied to additional work prior to contract payment.

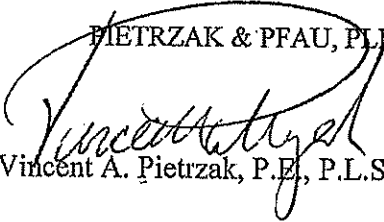
27. We are not responsible for rendering a title search for easements, restrictive covenants, or other matters of public record that may affect the suitability of the premises for your intended use of the same. You are responsible to provide us with an ATLA Title Report showing such matters as the same affect the premises.
28. The scope of the work, services, opinions (if any), data, maps, etc. generated by Pietrzak & Pfau for you is not for the benefit of any party / person who is not a signatory to this Agreement, and we have no liability to them in the event they choose to rely in any manner on our work, services, opinions (if any), data, maps, etc.
29. Pursuant to NYS Education Law §7209 and other provisions of applicable law, there is certain restrictions on the unauthorized alteration, addition, revision, etc. to the maps, site plans and/or subdivision plats prepared by us. The certifications rendered by us are not transferable.
30. This Agreement cannot be changed or canceled except in writing, and this provision of the Agreement cannot be modified orally or by the conduct of the parties hereto. The Agreement shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties, to the extent the same are permitted to have rights hereunder.
31. This Proposal/Contract is not transferrable to any other parties.

Thank you for your confidence in Pietrzak & Pfau. We are prepared to commence work upon your authorization to proceed.

Our goal is to make every effort to ensure the successful completion of your project.

Very truly yours,

PIETRZAK & PFAU, PLLC


Vincent A. Pietrzak, P.E., P.L.S., LEEDS®AP

VAP/skr

Proposal/Contract Accepted and
Party Responsible for Payment:

Signature

Date

2015 RATE SCHEDULE

	<u>HOURLY</u>
PRINCIPAL (1).....	200.00
PRINCIPAL (2).....	175.00
ENGINEER (LICENSED).....	135.00
PROJECT MANAGER.....	115.00
SENIOR ENGINEER.....	95.00
JUNIOR ENGINEER.....	80.00
ENGINEERING TECHNICIAN.....	70.00
ENGINEERING ASSISTANT.....	55.00
SURVEYOR (LICENSED).....	125.00
SURVEY MANAGER.....	105.00
PARTY CHIEF	95.00
SURVEY ASSISTANT.....	85.00
TRANSIT MAN.....	75.00
RODMAN	55.00
GPS CREW.....	200.00
SOILS TECHNICIAN.....	75.00
INSPECTOR.....	85.00
INSPECTOR -EROSION CONTROL/STORMWATER.....	110.00
OFFICE ADMINISTRATOR.....	80.00
AGENCY ADMINISTRATOR.....	85.00
EXECUTIVE ASSISTANT.....	75.00
CLERICAL	60.00
BOOKKEEPING.....	125.00
EXPERT TESTIMONY.....	225.00

MEMORANDUM

TO: Peter Calvol, Barry Terach, Dr. Ramesh Sawhney, Jenny Fernandez, Stuart Shorenstein, Alex Malinovskis, Duane Paul, Jon Von, John Cappello, Esq.

FROM: Vincent A. Pietrzak, P.E., P.L.S., LEED@AP

DATE: May 19, 2015

RE: Site Meeting of May 18, 2015

.....

In preparation of submissions to the State of New York and the Town of Goshen Planning Board, items that require addressing up front, it appears we will have three (3) site plans:

1. Overall layout with entire wish list to NYS.
2. Minor plan (bare bones) to submit to Town of Goshen Planning Board (also Orange County Health Department for Public Water Supply and Orange County Department of Public Works for Entrance – there may be others). This plan will be the overall layout without any items that require soils testing or would cause any delays in approvals to enable construction to start. Almost an existing conditions map with security fencing and minor items. Barry to contact Building Inspector – Neal Halloran to see about a building permit to start work on building.
3. Phase 2 plan to Town of Goshen Planning Board. After facility opens to complete items not previously approved to arrive at overall plan.

ITEMS:

- Water – for public water supply will need, at a minimum, two (2) wells. **Need to know type of public water supply required. Estimate of use. If water taking permit is required.**
- Sewage – Subsurface Disposal System. Soils testing required. **Need to know estimate of flows. If SPDES Permit is required. Dye test may be required on existing septic systems.**
- Additional proposed building – 10,000 s.f., expanded to 100,000 s.f. by year 5. **Need to know building size (Phase 2).**
- Possible portable living trailers/mobile home parking area (Phase 2 additional residence with septic).
- Additional solar farm to building roof tops.

- Research Greenhouse – black dirt for experimental strains. **Need building size.**
- Security fencing, lighting. **Specify requested type.**
- 40-50 on-site employees. 20-30 off-site employees.
- Maintenance building outside fencing area, rear of property. **Specify size, will on-site fuel be stored?**
- Show propane tank area.
- Show generator areas.
- Rendering – Barry.
- Building Layout – Team.

TIME FRAME:

NYS Submission – June 1, 2015. **A lot of items need to come together quickly.**

Town of Goshen Planning Board – June Workshop (6/18)? **Do we need application, EAF & Public Hearings?**

Orange County Department of Health –Drill well and submit for public water supply approval (see earlier items – water). June/July?

Property Owner: Wayne Gurda
(845) 494-4378
wayne@gurdagardens.com

Please forward this email to anyone not on the list.

I will prepare contract, in stages, to be sent out by tomorrow. Please e-mail me client contact information, as well as applicant's name and address.

VAP/tmp

Appendix B

Architectural Program



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"/> Electric |
| <input type="checkbox"/> Solar | <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.		

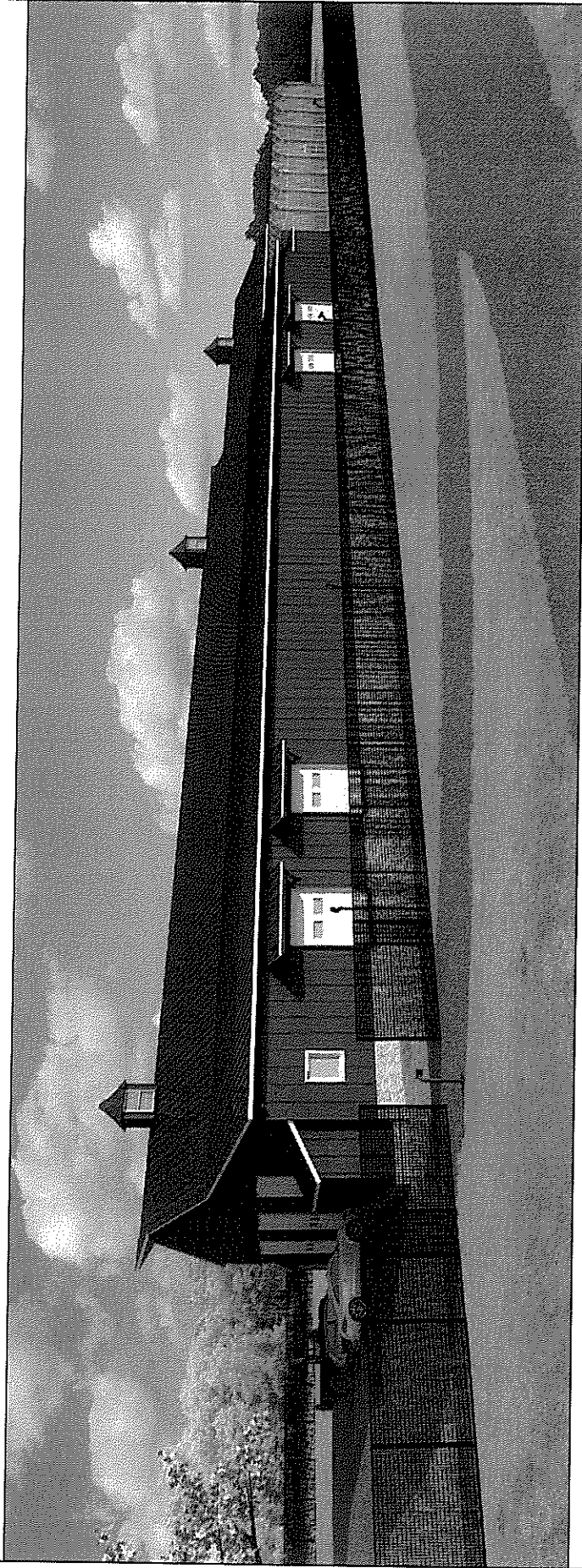


Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value² /Allowed Code Value	Facility's Actual Value³
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

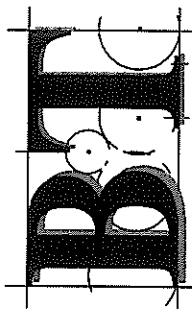
Grow Facility



VIEW FROM ROAD

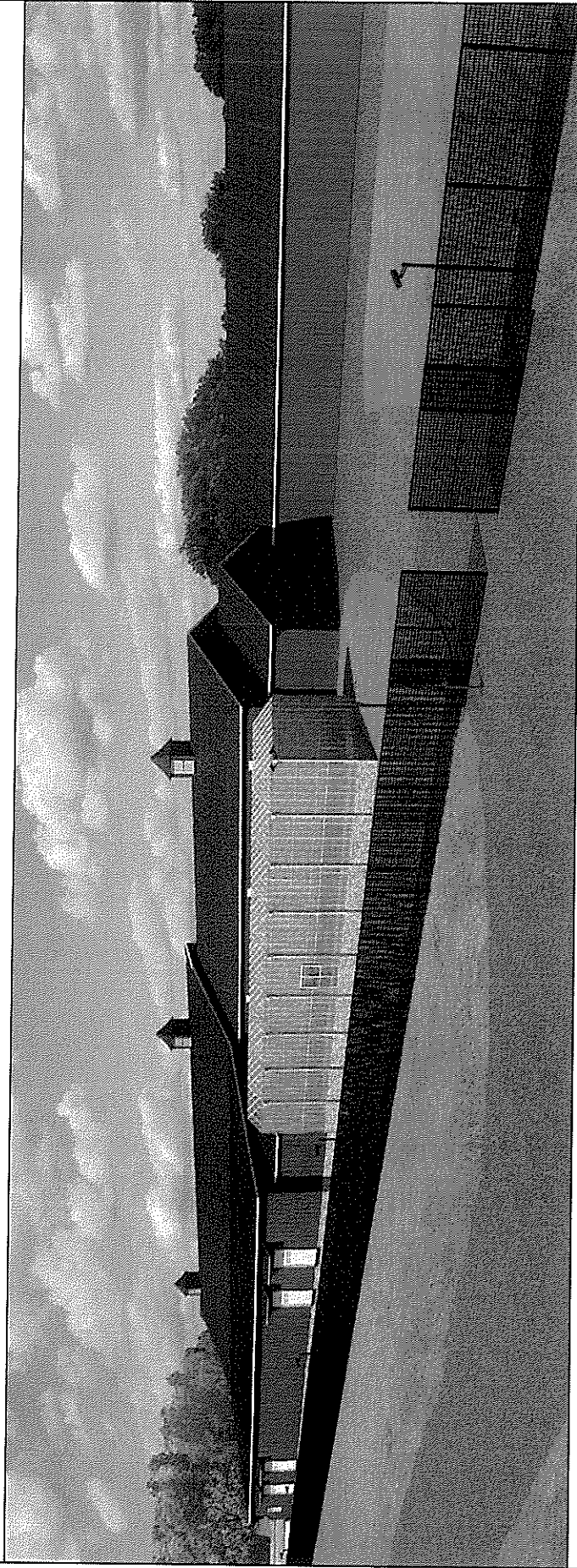
**INTEGRATED SCIENTIFIC
HERBAL ADVANCES**
EXISTING BUILDING
873 PULASKI HIGHWAY
GOSHEN, NEW YORK
06.03.15

■ BARRY TERACH ■



■ ARCHITECT ■

8 Turner Road
Central Valley, New York 10917
ph. 845-928-3988 fax 845-928-3599

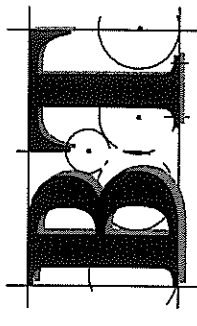


SIDE VIEW

INTEGRATED SCIENTIFIC HERBAL ADVANCES

EXISTING BUILDING
873 PULASKI HIGHWAY
GOSHEN, NEW YORK
06.03.15

■ BARRY TERACH ■



■ ARCHITECT ■

8 Turner Road
Central Valley, New York 10917
ph. 845-928-3088 fax 845-928-3599

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

LEGGETTE, BRASHEARS & GRAHAM, INC.

PROFESSIONAL GROUNDWATER AND ENVIRONMENTAL ENGINEERING SERVICES

4 RESEARCH DRIVE, SUITE 204
SHELTON, CT 06484
(203) 929-8555
FAX (203) 926-9140
www.lbgweb.com

June 4, 2015

Mr. Vince Pietrzak
Pietrzak & Pfau, PLLC
262 Greenwich Avenue, Suite A
Goshen, NY 10924

Via Electronic Transmission

RE: Hydrogeologic Assessment
Scientific Herbal Advance Project
Goshen, New York

Dear Mr. Pietrzak:

Leggette, Brashears & Graham, Inc. (LBG) has completed a Hydrogeologic Assessment of the 9.14-acre study property located at 873/875 Pulaski Highway in Goshen, New York (figure 1). The Hydrogeologic Assessment has been completed as part of a due-diligence review to access the potential to develop a well with sufficient yield to meet the water demands of a proposed medical marihuana facility.

Water Demand

The estimated average water demand for the proposed facility is 6,840 gpd (gallons per day) or about 4.75 gpm (gallons per minute). This includes the minimal water demands for a reservoir exchange irrigation system estimated to be 6,000 gpd and 840 gpd for up to 70 employees (15 gpd per employee with 20-percent reduction for water conservation fixture).

HYDROGEOLOGIC SETTING

The study property is located west of Pulaski Highway in the Town of Goshen in an area known as Big Island. This area is well known as the "black dirt" agriculture region in Orange County. Elevations of the property range from 420 feet at the southern property boundary to

about 400 feet along the northern boundary. There are no surface water or wetland features on the property.

Surficial Soils

The surficial soils onsite (figure 2) are mapped as glacial till along the southern edge of the property (south of the existing building); flanking the down slope of the hillside (elevation 420 to 410 feet). The balance of the study parcel and region is mapped as stratified clay and silt with no or thin layers of sand and gravel (at land surface and below the water table).

Bedrock

Wappinger Group (OEw)

The study parcel and region is underlain by the OEw (figure 2), which consists of dark gray to gray-black limestone dolomite units. In Orange County, the Wappinger Group consists of the following formations:

- Balmville Limestone – limestone
- Rockdale Formation - limestone, dolomite
- Halcyon Lake Dolostone - calcareous, dolomite, cherty
- Briarcliff Dolostone – dolomite
- Pine Plains Formation - dolomite, shale
- Stissing Formation - dolomite, shale

The unit occurs in southeastern portions of Goshen and the study region. There is a significant amount of data on wells completed in this unit. A significant number of wells in the region drilled under the supervision of LBG are reported to yield as high as 300 gpm. Wells yielding between 100 and 200 gpm are frequently reported in the “black dirt” region in the Towns of Goshen and Warwick which are utilized as irrigation wells for agricultural purposes.

Similar to other carbonate units, the unit is relatively brittle and, under deformation stress, forms numerous open fractures. The limestone and dolomite units are relatively soluble. Consequently, the fractures are frequently widened by dissolution. The carbonate units likely exhibit low to moderate permeability based on the porosity of the bedrock unit and secondary permeability caused by the presence of many interconnected fractures and dissolution cavities

can be low to high. Water is contained in fractures, joints, bedding planes, solution cavities and other secondary openings in the bedrock units making this a prolific aquifer in the study region.

Table 1 indicates the wells inventoried have average and median yields of 100 gpm and 80 gpm, respectively, and yields range from 20 to 285 gpm. Wells drilled at favorable well sites would likely yield between 50 and 300 gpm. Wells completed in the limestone units in this bedrock unit would likely yield in the higher range estimate due to enlargement of fractures, joints and bedding planes in the formation by solution activity (Orange County, New York Ground-Water Resources Study, May 1995, LBG).

Existing and Proposed Water Supply

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

Water Quality

Water quality samples will be collected from the new water-supply well once completed. LBG has completed water quality analysis on a significant number of wells completed in the OEW in Orange County and the study region. All wells have met public water-supply water-quality standards promulgated by the NYSDOH Sanitary Code. The water quality is considered good to excellent and suitable as a public drinking water source and as a source for the proposed facility.

CONCLUSIONS

1) The estimated average water demand for the proposed facility is 6,840 gpd (gallons per day) or about 4.75 gpm (gallons per minute). This includes the minimal water demands for a reservoir exchange irrigation system estimated to be 6,000 gpd and 840 gpd for up to 70 employees (15 gpd per employee with 20-percent reduction for water conservation fixture).

2) The study parcel and region is underlain by the OEW (figure 2), which consists of dark gray to gray-black limestone dolomite units. The unit occurs in southeastern portions of Goshen and the study region. There is a significant amount of data on wells completed in this unit. A significant number of wells in the region drilled under the supervision of LBG are reported to yield as high as 300 gpm. Wells yielding between 100 and 200 gpm are frequently reported in the "black dirt" region in the Towns of Goshen and Warwick which are utilized as irrigation wells for agricultural purposes.

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permeability caused by the presence of many interconnected fractures and dissolution cavities can be low to high. Water is contained in fractures, joints, bedding planes, solution cavities and other secondary openings in the bedrock units making this a prolific aquifer in the study region.

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

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

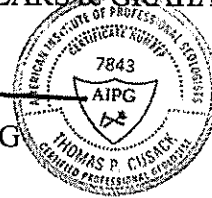
4) Water quality samples will be collected from the new water-supply well once completed. LBG has completed water quality analysis on a significant number of wells completed in the OEw in Orange County and the study region. All wells have met public water-supply water-quality standards promulgated by the NYSDOH Sanitary Code. Some wells have required minimum water treatment applications. The water quality is considered good to excellent and suitable as a public drinking water source and as a source for the proposed facility.

Very truly yours,

LEGGETTE, BRASHEARS & GRAHAM, INC.



Thomas P. Cusack, CPG
Senior Vice President



TPC:mmm
Enclosures



TABLE

LEGGETTE, BRASHEARS & GRAHAM, INC.

TABLE 1
ORANGE COUNTY GROUNDWATER RESOURCE STUDY
ORANGE COUNTY, NEW YORK

**Reported and Estimated Yield of Wells Completed in
Bedrock Aquifers in Orange County**

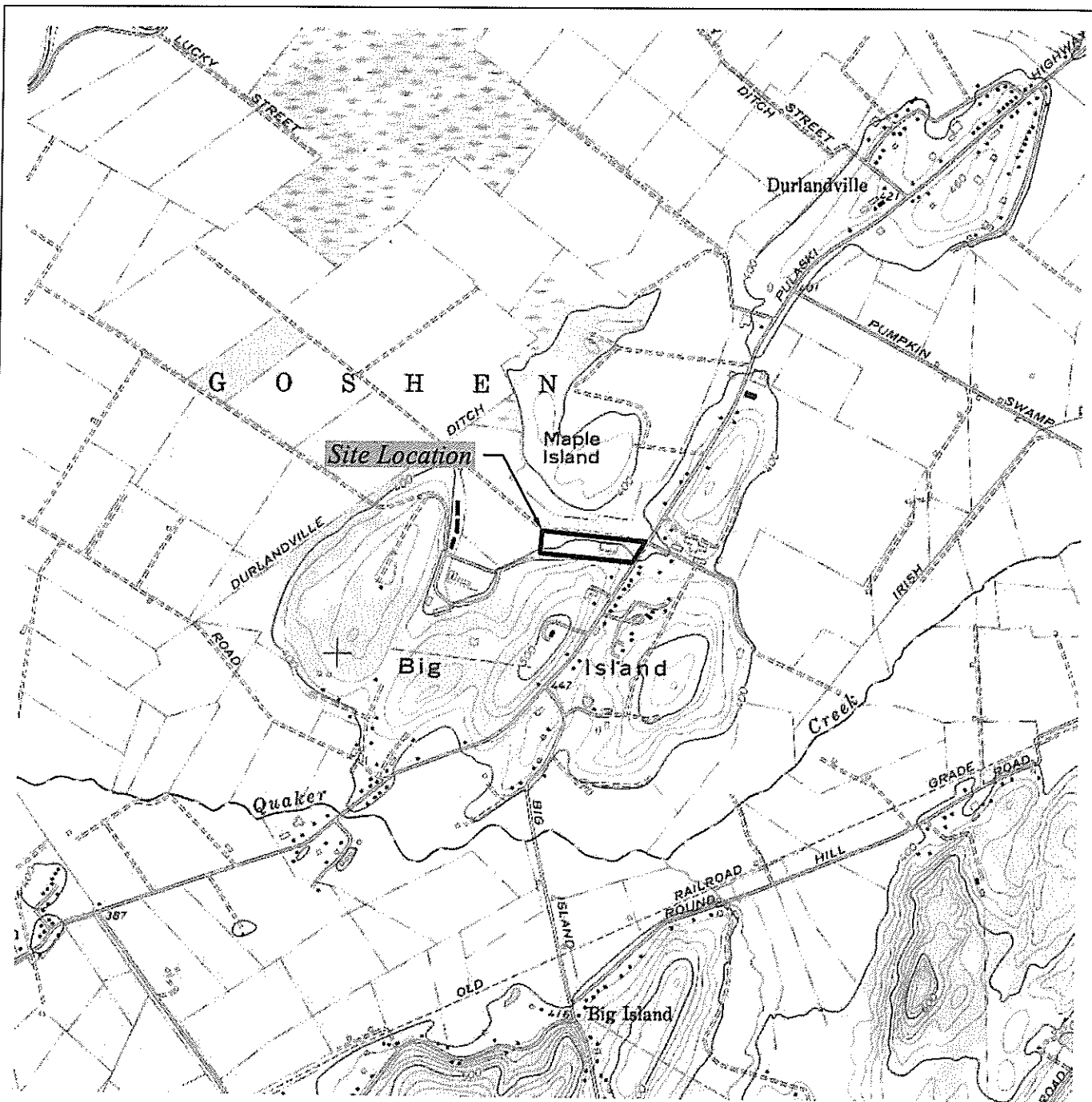
Formation	Description	# with gpm info./ # with feet info.	Average yield (gpm)/ Average completed depth (feet)	Median yield (gpm)	Highest reported Yield/Well ID Lowest Reported Yield/Well ID (gpm)	Estimated yield potential* (gpm)
Wappinger Group (OEw)	Limestone, dolostone and shale	28 25	100 356	80	285 (GT-43) 20 (WT-16)	50-300

Source: "Orange County, New York Ground-Water Resources Study", May 1995, Leggette, Brashears & Graham, Inc.

H:\Scientific Herbal Advances\GWRS, Table 1.docx

LEGGETTE, BRASHEARS & GRAHAM, INC.

FIGURES



SOURCE: USGS TOPOGRAPHIC QUADRANGLE PINE ISLAND, NEW YORK-NEW JERSEY (1969).



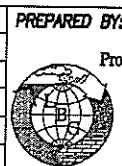
QUADRANGLE LOCATION

0 2000
SCALE IN FEET

SCIENTIFIC HERBAL ADVANCES, INC. TOWN OF GOSHEN ORANGE COUNTY, NEW YORK

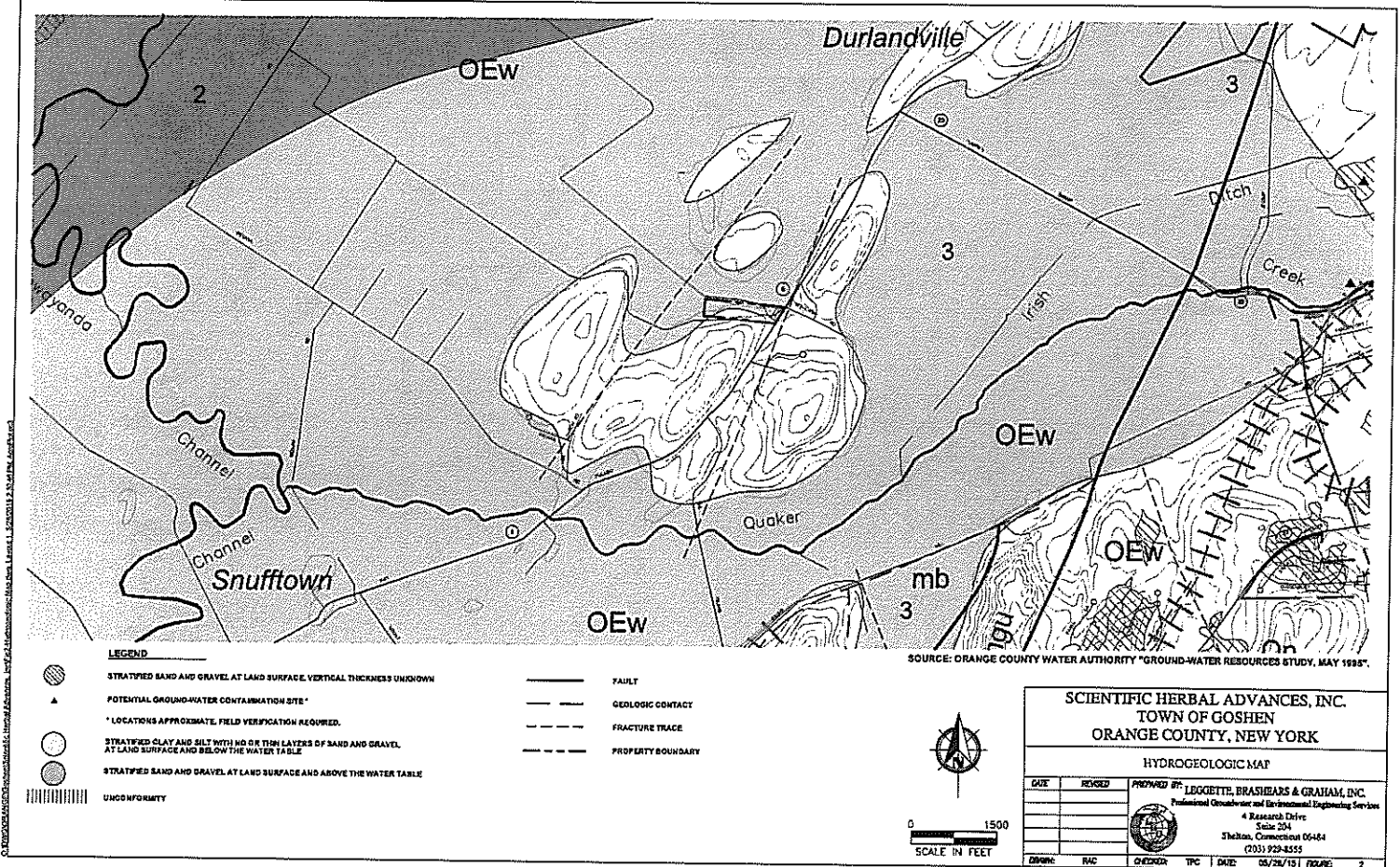
SITE LOCATION MAP

DATE	REVISED



PREPARED BY: LEGGETTE, BRASHEARS & GRAHAM, INC.
Professional Groundwater and Environmental Engineering Services
4 Research Drive
Suite 204
Shelton, Connecticut 06484
(203) 929-8555

DRAWN: RAC CHECKED: TPC DATE: 05/26/15 FIGURE: 1



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

Appendix B

Dispensaries

**228 Harrison Ave. Mineola, NY 11501 1501 - 1804 SF
Dispensary**

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

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

207 9th Ave. NY, NY 10011 - 2400 SF

Dispensary

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

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

1280 Scottsville Rd. Rochester, NY 14624 2500 SF

Dispensary

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

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

**1235 Upper Front St, Binghamton, NY 13905 - 1600 SF
Dispensary**

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

Attachment H

Security Plan

Table of Contents

Introduction..... 3

 Industry Discussion 4

Security Operational Details 4

 Dual Control & Accountability 6

 Product Storage & Other General Provisions..... 6

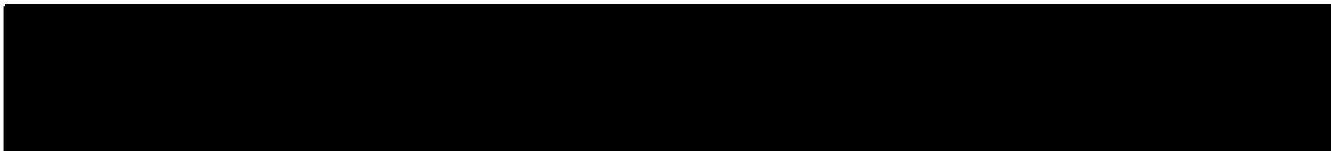
 Transportation 9

 Cyber Security 10

 Summary 10

Appendix..... 17

Software and Hardware Requirements For BioTrackTHC Solution, Floor Plan, Modular Steel Fire Containment Room, Alarms; Camera Surveillance; Vault; Access Control Systems; Armored Truck - Vendors & Specs



INTRODUCTION:

Security will be overseen by Eldridge Hawkins, Jr., who will serve as the company's Chief Security Officer and Vice President of Government Affairs. Mr. Hawkins has an MBA in Management from Seton Hall University and has undergraduate degrees in Criminal Justice from Thomas Edison State College and Business Administration from Rider University.

Mr. Hawkins has over 10 years experience in both the public and private sectors including service as Mayor of Orange, New Jersey and has worked for both the New Jersey Department of State and the Governor's Office of Intergovernmental Affairs.

In 2008, he was appointed by the Orange, New Jersey, City Council as the municipality's Emergency Management Coordinator under Homeland Security and, during times of vacancy, served as Acting Police & Fire Director for the same jurisdiction. Mr. Hawkins is also a retired West Orange Police Officer who was inducted into the New Jersey Police Honor Legion after receiving several law enforcement commendations and the Policemen's Benevolent Association "Distinguished Service Award."

Mr. Hawkins holds current Private Detective and Security licenses in the State of New Jersey and an active New York State "Watch Guard and Patrol Agency" license¹ [REDACTED]

[REDACTED] Prior to becoming a police officer [REDACTED] Mr. Hawkins had additional hands on experience transporting millions of dollars in cash & receipts for New Jersey Transit, [REDACTED] governmental entities such as the Port Authority of NY & NJ as well as [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

INDUSTRY DISCUSSION:

Integrated Scientific Herbal Advances, LLC (ISHA) is seeking a license to grow, manufacture and sell medical marijuana (cannabis) and its derivatives within the State of New York. The company will be guided by the Compassionate Care Act², Section 3369-a of the Public Health Law (PHL), Title 10 (Health) and other applicable laws. This would include § 1004.13 entitled "*Security requirements for manufacturing and dispensing facilities*" which establishes minimum security requirements. As this new emerging industry continues to experience evolving regulatory changes, so will our security plan evolve to ensure compliance and safety of the company, its employees, customers/clients, facilities, cash assets, proprietary secrets and the product.

For security purposes it must be noted that marijuana is classified as a "Schedule I Drug" and is therefore federally illegal. Specifically, "*the federal government regulates drugs through the Controlled Substances Act (CSA) (21 U.S.C. § 811), which does not recognize the difference between medical and recreational use of marijuana*³." However, it is understood that if strict conformance to NY State regulations is observed, federal interference is unlikely.

OPERATIONAL DETAILS:

The NY State Medical Marijuana Regulations are incorporated by reference and direct language as they are specific in nature with respect to required security protocols. ISHA will comply and exceed those requirements as outlined in the following section(s).

All ISHA facilities, including any manufacturing or dispensing facility, will have a security system to prevent and detect diversion, theft or loss of marijuana and/or medical marijuana products, utilizing commercial grade equipment which includes:

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

² Sponsored by Assembly Health Committee Chair Richard Gottfried and Sen. Diane Savino;
<http://www.mpp.org/states/new-york/new-yorks-compassionate-care.html>

³ Americans for Safe Access; http://www.safeaccessnow.org/federal_marijuana_law

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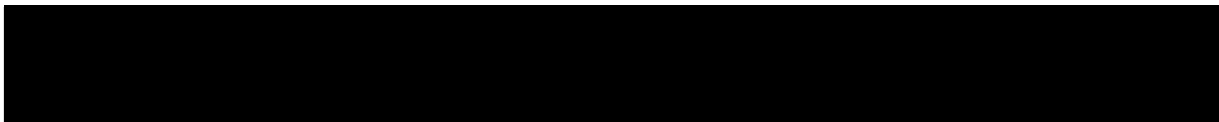
SUMMARY:

The medical marijuana industry is new and, in many respects, uncharted territory. As such, New York State laws and regulations will continue to evolve. It will be important to maintain close contact with the Department of Health and governmental entities tasked with regulating and ensuring a safe and successful medical marijuana program.

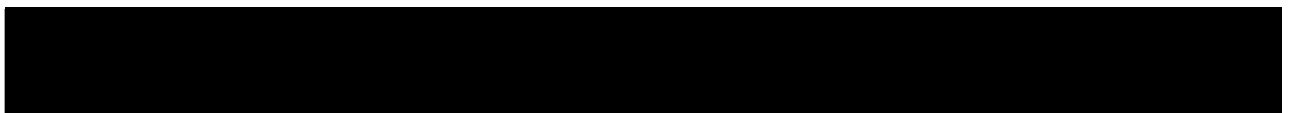
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For personnel who must be directly employed by ISHA, the operations and legal team will craft appropriate releases, confidentiality agreements, background investigation authorizations and any necessary documentation to meet ISHA's security objectives and Department of Health requirements

With the proper resources, as previously outlined, all security concerns will be appropriately addressed to ensure public safety and that of ISHA's staff and patient customers.



Appendix



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

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

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

Attachment I

Financial Statement GAAP

AccountEdgeLLC

May S. Jiang, CPA

419 Lafayette Street, 4th Floor | New York, NY 10003

Phone 917.862.0007 | Fax 718.228.4395

www.accountedgellc.com | may@accountedgellc.com

May 3, 2015

To whom it may concern:

I have prepared, in accordance with generally accepted accounting principles (GAAP) applied on a consistent basis, and certified the accompanying financials (Profit & Loss and Balance Sheet Statements) for Integrated Scientific Herbal Advances LLC, for the year ended December 31, 2014 and for the period from January 1 to April 30, 2015. If you have any questions or concerns, please contact me at the above phone number or by email.

Best regards,

May S. Jiang, CPA

NYS CPA License #097889

Integrated Scientific Herbal Advances LLC

Balance Sheet

As of December 31, 2014

	<u>Dec 31, 14</u>
ASSETS	0.00
LIABILITIES & EQUITY	
Equity	
Member 1 Equity	32,631.27
Net Income	-32,631.27
Total Equity	0.00
TOTAL LIABILITIES & EQUITY	0.00

Integrated Scientific Herbal Advances LLC

Profit & Loss

January through December 2014

	<u>Jan - Dec 14</u>
Ordinary Income/Expense	
Expense	
Payroll Expenses	25,131.27
Professional Fees	7,500.00
Total Expense	<u>32,631.27</u>
Net Ordinary Income	<u>-32,631.27</u>
Net Income	<u><u>-32,631.27</u></u>

Integrated Scientific Herbal Advances LLC

Balance Sheet

As of April 30, 2015

	<u>April 30, 15</u>
ASSETS	0.00
LIABILITIES & EQUITY	
Equity	
Member 1 Equity	172,742.65
Retained Earnings	-32,631.27
Net Income	-140,111.38
Total Equity	0.00
TOTAL LIABILITIES & EQUITY	0.00

Integrated Scientific Herbal Advances LLC

Profit & Loss

January 1 through April 30 2015

Jan 1 - April 30, 15

Ordinary Income/Expense	
Expense	
Architect Expense	4,500.00
Computer and Internet Expenses	2,000.00
Engineer Expense	2,500.00
Fingerprinting Expense	769.55
Payroll Expenses	60,271.08
Professional Fees	70,070.75
Total Expense	140,111.38
Net Ordinary Income	-140,111.38
Net Income	-140,111.38

AccountEdgeLLC

May S. Jiang, CPA

419 Lafayette Street, 4th Floor | New York, NY 10003

Phone 917.862.0007 | Fax 718.228.4395

www.accountedgellc.com | may@accountedgellc.com

June 4, 2015

To whom it may concern:

I have prepared, in accordance with generally accepted accounting principles (GAAP) applied on a consistent basis, and certified the accompanying financials (Profit & Loss and Balance Sheet Statements) for Sawhney West Care Medical LLC, for the year ended December 31, 2014 and for the period from January 1 to April 30, 2015. If you have any questions or concerns, please contact me at the above phone number or by email.

Best regards,

May S. Jiang, CPA

NYS CPA License #097889

Sawhney West Care Medical LLC

Balance Sheet

As of December 31, 2014

ASSETS

Current Assets

Checking/Savings

Chase Bank 24,184

Total Checking/Savings 24,184

Total Current Assets 24,184

TOTAL ASSETS 24,184

LIABILITIES & EQUITY

Equity

Members Draw (51,925)

Opening Balance Equity 2,291

Net Income 73,818

Total Equity 24,184

TOTAL LIABILITIES & EQUITY 24,184

Sawhney West Care Medical LLC

Profit & Loss

For the Year Ended December 31, 2014

Ordinary Income/Expense	
Income	
Fee for Service Income	<u>1,445,712.36</u>
Total Income	<u>1,445,712.36</u>
Expense	
General Administrative Expense	<u>1,371,894.82</u>
Total Expense	<u>1,371,894.82</u>
Net Ordinary Income	<u>73,817.54</u>
Net Income	<u><u>73,817.54</u></u>

Sawhney West Care Medical LLC

Balance Sheet

As of April 30, 2015

ASSETS

Current Assets

Checking/Savings

Chase Bank 32,239

Total Checking/Savings 32,239

Total Current Assets 32,239

TOTAL ASSETS 32,239

LIABILITIES & EQUITY

Equity

Members Draw (86,925)

Members Equity 73,818

Opening Balance Equity 2,291

Net Income 43,055

Total Equity 32,239

TOTAL LIABILITIES & EQUITY 32,239

Sawhney West Care Medical LLC
Profit Loss
For the Period January 1 to April 30, 2015

Ordinary Income/Expense	
Income	
Fee for Service Income	<u>569,853.06</u>
Total Income	<u>569,853.06</u>
Expense	
General Administrative Expense	<u>526,797.84</u>
Total Expense	<u>526,797.84</u>
Net Ordinary Income	<u>43,055.22</u>
Net Income	<u><u>43,055.22</u></u>

Attachment J

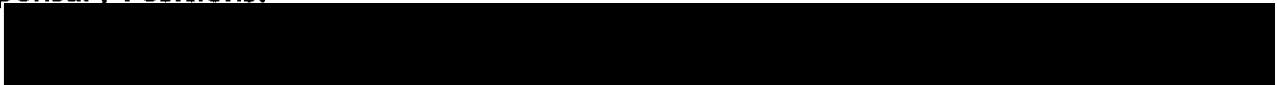
Staffing Plan

Scientific Herbal Advances is committed to the hiring of new employees, over the age of 21, that stem from the local community. All prospective employees will undergo background check to ensure that this individual has not been convicted of any felony for the sale or possession of drugs, narcotics, or controlled substances in accordance with section thirty-three hundred sixty-four of the public health law. In addition, all prospective employees, who will be involved in the manufacturing process, will be trained in and conform to general sanitary practices and policies as outlined by the state of New York.

This procedure and hiring manual is designed to help identify and recruit quality employees that align themselves with our goals. We will outline the criteria for new hires, the positions available within our corporation, give a description of the job responsibilities for these positions.

Criteria for candidates will vary based upon position, however, interpersonal skills and knowledge base will be an intricate part of the decision process. All of our employees will adhere to the rules and regulations set forth by the great state of NEW YORK's medical marijuana DOH regulations.

Dispensary Positions:



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

Duties may vary under the direction of Ownership depending on workload and staffing levels and may include the following:

WORKING ENVIRONMENT

Health and safety considerations must be adhered to as follows:

- Maintaining a thorough understanding of health and safety protocol for oneself and others
- Using security systems as instructed
- Identifying potential risks within the Practice environment and undertaking to minimize such risks
- Maintaining up-to-date knowledge and training of health and safety guidelines
- Understanding and utilizing appropriate infection control procedures, maintaining hygiene

in work areas and keeping the premises free from hazards

- Immediate reporting of potential risks as identified

CONFIDENTIALITY AND DIVERSITY

- In the undertaking of the duties outlined above the post-holder may have access to sensitive information relating to patients, careers and staff. This must be kept strictly confidential at all times.
- Patients seeking information from the Practice do so in confidence and as such have the right to expect that staff will respect their privacy and act appropriately.
- Practice policies and procedures relating the protection of personal and sensitive data must be adhered to at all times and only divulged to authorize persons.
- The post-holder will support the equality, diversity and rights of patients in a manner that is consistent with Practice policies and legislation
- The privacy, dignity and beliefs of patients, careers and colleagues must be respected
- The post-holder should behave in a manner which is welcoming, non-judgmental and respectful of the circumstances and rights of all visitors.

TRAINING AND DEVELOPMENT

Participate in any training program deemed appropriate by the Ownership, which may include:

- An annual individual performance review, to include the contribution a record of own personal and professional development and discussing targets for the future
- Taking responsibility for own development, learning and performance and demonstrating skills to other members of staff when required
- Attending any external training course thought appropriate to the role

MAINTAINING QUALITY

Strive to:

- Effectively prioritize own time and workload
- Alert colleagues to issues of quality and risk
- Assess own performance and take accountability for own actions
- Contribute to the effectiveness of the team by making suggestions for areas of improvement
- Work constructively with individuals in other healthcare organizations to meet patient's needs
- Communicate problems effectively with other team members and work together towards a solution

Expected to:

- Maintain and apply dispensary policies and seek to uphold standards
- Discuss dispensary policies with other members of the team and seek to implement new services and quality standards where appropriate
- Participate in audit when required
- Managing all dispensary staff members including payroll and staff cover when required
- Assuming responsibility for training of both new and existing staff, organizing participation in external courses and encouraging further qualifications
- Write appraisals and discipline dispensary staff when required
- Attending and contributing to regular Ownership meetings
- Performing monthly, quarterly and annual sales reviews and provide suggestions for

improvement to Ownership.

- Ensuring on going compliance with NYS Medical Marijuana Program. Preparation and submission of all required documents annually.
- Running a safe working environment free from hazards.

Skills/Qualifications:

Bachelor's Degree

Minimum of 5 years experience in management and customer relations

Pharmacist:

The dispensary pharmacist is responsible for overseeing all medicinal products dispensed. This individual acts as the liaison between the patient and the prescribing physician. He/she is to insure the accuracy of labeling, strength, quantity and direction for use.

Prepares medications by reviewing and interpreting physician orders; detecting therapeutic incompatibilities.

- Dispenses medications by packaging, and labeling products.
- Controls medications by monitoring drug therapies; advising interventions.
- Completes pharmacy operational requirements by organizing and directing technicians' work flow; verifying their preparation and labeling of products; verifying order entries, charges, and inspections.
- Provides pharmacological information by answering questions and requests of health care professionals; counseling patients on drug therapies.
- Complies with state laws as regulated by the Department of Health, the state board of pharmacy, the drug enforcement administration.; maintaining records for controlled substances; removing outdated and damaged drugs from the pharmacy inventory; supervising the work results of support personnel; maintaining current registration; studying existing and new legislation; anticipating legislation; advising management on needed actions.
- Protects patients and technicians by adhering to infection-control protocols.
- Maintains safe and clean working environment by complying with procedures, rules, and regulations.
- Maintains pharmacological knowledge by attending educational workshops; reviewing professional publications.
- Contributes to team effort by accomplishing related results as needed.
- Maintaining a computerized directory for all new strains and for monitoring repeat prescriptions
- Maintaining stock levels within the dispensary and reordering when necessary
- Checking inventory for expiry dates, as well maintaining adequate stock control and rotation with suppliers and/or internal grow facility
- Taking responsibility for invoices, payment and statements
- Following up outstanding credits and credit notes from returns
- Overseeing accuracy and efficiency of dispensing staff
- Taking prescription requests and issuing repeat prescriptions to patients according to agreed time-scale and directions of authorizing Doctor
- Work with receptionist or administrative staff to ensure that all relevant paperwork, including the declarations are signed by the patient

Pharmacy Technicians:

Supports pharmacological services by stocking, assembling, and distributing medications.

- Helps health care providers and patients by greeting them in person and by phone; answering questions and requests; referring inquiries to the pharmacist.
- Maintains pharmacy inventory by checking pharmaceutical stock to determine inventory level; anticipating needed medications and supplies; placing and expediting orders; verifying receipt; removing outdated drugs.
- Maintains a safe and clean pharmacy by complying with procedures, rules, and regulations.
- Protects patients and employees by adhering to infection-control policies and protocols.
- Organizes medications for pharmacist to dispense by reading medication orders and prescriptions; preparing labels; calculating quantities; assembling intravenous solutions and other pharmaceutical therapies.
- Maintains records by recording and filing physicians' orders and prescriptions.
- Generates revenues by calculating, recording, and issuing charges.
- Ensures medication availability by delivering medications to patients and departments.
- Prepares reports by collecting and summarizing information.
- Contributes to team effort by accomplishing related results as needed.

Skills and Qualifications:

Supply Management, Organization, Integrity, Reporting Skills, Attention to Detail, Dependability, Creating a Safe, Effective Environment, Quality Focus, Supply Management, Analyzing Information , Informing Others

Customer Service Representatives:

Prepares for patient inquiries by developing knowledge of product, sales and specials, and any other merchandise.

- Maintains an organized and presentable work station.
- Manages inventory efficiently and accurately.
- Develops strong working relationships with patients and maintains a welcoming and positive attitude.
- Strong sales ability with a concentration in suggestive selling.


Skills and Qualifications:

- Excellent cash handling skills.
- Excellent customer service skills.
- Basic computer knowledge. (Experience with POS system a plus)
- Excellent verbal communicate skills with patients as well as other employees and managers. - Ability to remain organized.
- Ability to multitask.
- Works well under stress and in a fast-paced work environment.
- Thrives in a team-oriented setting.



Chief Grower- Ibere Peter Calvo

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

Ibere Peter Calvo shall be Scientific Herbal Advances, LLC's Chief Grower. Mr Calvo has a Master of Science degree in Industrial & Systems Engineering (MSISE). His thesis work was focused on Sustainable Development, particularly the creation of a virtual sustainable community on the Mediterranean coast of Africa that could use solar energy to produce Hydrogen, which in turn be transported through a pipeline and used as an energy carrier in Europe. He essentially created a sustainable closed-loop cycle with minimal waste product. Mr. Calvo has also developed sophisticated business management skills as well as innovative horticultural techniques 

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

Grow/Harvest Manager- Christopher Shaffer

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

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

Assistant Growers/Harvesters

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

Cultivation Quality Control Director/ Facilities Manager- Wayne Gurda

Wayne Gurda, Facility and Cultivation,

He is a member in good standing of the federal GAP certification (good agricultural practices) since its inception , as well as Primus. Wayne has served on the Board of Directors of the Orange County Vegetable Growers Association.

Extraction Facility Positions: Lab Manager, Lab Technician

Lab Manager:

Skills/Qualifications:

Lab Technician:

The Lab Technician will be responsible for receiving and preparing samples for analysis. He/She will operate and maintain laboratory testing machines, tools and equipment. Data will be prepared to summarize and report all findings. This individual will verify test results and maintain these results.

Skills/Qualifications:

Masters Degree in Chemistry or related field

Minimum 2 years experience operating gas chromatography-mass spectrometry instrument.

Quality Assurance Manager:

Assures consistent quality of production by developing and enforcing good automated manufacturing practice (GAMP) systems; validating processes; providing documentation; managing staff. He/She will achieve quality assurance operational objectives by contributing information and analysis to strategic plans and reviews; preparing and completing action plans; implementing production, productivity, quality, and customer-service standards; identifying and resolving problems; completing audits; determining system improvements; implementing change. He/She will develop quality assurance plans by conducting hazard analysis; identifying critical control points and preventive measures; establishing critical limits, monitoring procedures, corrective actions, and verification procedures; monitoring inventories, Validates quality processes by establishing product specifications and quality attributes; measuring production; documenting evidence; determining operational and performance qualification; writing and updating quality assurance procedures. Maintains and improves product quality by completing product, company, system, compliance, and surveillance audits; investigating customer complaints; collaborating with other members of management to develop new product and engineering designs, and manufacturing and training methods. Prepares quality documentation and reports by collecting, analyzing and summarizing information and trends including failed processes, stability studies, recalls, corrective actions, and re-validations.

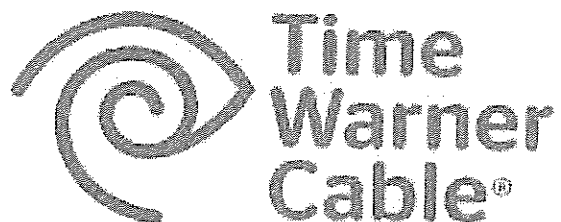
Skills/Qualifications:

Master of Science Degree

Minimum of 2 years experience in Quality Assurance in the pharmaceutical field.

Attachment K

Local Internet



Hi Barry,

It was a pleasure speaking with you. Please see the below information about the following addresses.

1280 Scottsville Rd
Rochester NY 14624

1235 Upper Front St
Binghamton NY 13905

207 9th Ave
New York NY 10011

The above addresses are serviceable with high speed high speed internet. Time Warner is in the area to service your businesses. If you have any questions or concerns please feel free to reach out, see my information below.

Thanks,

Melissa Dillahunt
Account Consultant - Carolina Region
Melissa.dillahunt@twcable.com

Time Warner Cable Business Class
13840 Ballantyne Corporate Pl
Charlotte, NC 28277
704-206-4664 - Phone
704-697-4703 - Fax

Ischa LLC

 **TIME WARNER CABLE**
Business Class

Account Executive: Charlotte Busker
Phone: (866) 650-7350 ext:
Cell Phone:
Fax: (888) 259-6493
Email: [REDACTED]

Order # 5962203

Customer Information: Customer Code 0000

Business Name	Ischa LLC	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #

Billing Address	Account Number
Attention To:	
873 Pulaski Hwy Goshen NY 10924	

Billing Contact	Billing Contact Phone	Billing Contact Email Address
Alex Malinovskis	[REDACTED]	

Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Alex Malinovskis	[REDACTED]	

Technical Contact	Technical Contact Phone	Technical Contact Email Address

Business Class Phone Service Order Information 873 Pulaski Hwy Goshen NY 10924

Current LEC	LEC BTN	Porting Required
		No

Start

Business Class Phone Line Information For 873 Pulaski Hwy Goshen NY 10924

You need to sign in 3 location(s) and fill in 3 mandatory field(s).

Click to sign

OR

I will not e-sign this document

Somebody else should sign

I would rather fax in my signature

From: "Danny Lee" <DLEE1@cablevision.com>
To: [REDACTED]
Date: 06/04/2015 12:40:50 PM
Subject: 01-708812

Hi Barry,

We are currently already providing TV, INTERNET and PHONE service to 228 Harrison Av, Mineola, NY 11501.

Please reply if you have any questions or would like to set up services.

Thank you for calling CABLEVISION, your TV, PHONE and INTERNET company.

Danny

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STRAINS	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17
1 Clone	S1G1C		S1G2C		S1G3C		S1G4C		S1G5C		S1G6C		S1G7C		S1G8C		S1G9C
Veg Room 1			S1G1V				S1G5V				S1G5V				S1G7V		
Veg Room 2					S1G2V				S1G4V				S1G6V				S1G8V
Flower Room 1							S1G1B							S1G1H	S1G5B		
Flower Room 2								S1G2B								S1G2H	S1G6B
Flower Room 3											S1G3B						
Flower Room 4												S1G4B					
2 Clone	S2G1C		S2G2C		S2G3C		S2G4C		S2G5C		S2G6C		S2G7C		S2G8C		S2G9C
Veg Room 1			S2G1V				S2G3V				S2G5V				S2G7V		
Veg Room 2					S2G2V				S2G4V				S2G6V				S2G8V
Flower Room 5							S2G1B							S2G1H	S2G5B		
Flower Room 6								S2G2B								S2G2H	S2G6B
Flower Room 7											S2G3B						
Flower Room 8												S2G4B					
3 Clone	S3G1C		S3G2C		S3G3C		S3G4C		S3G5C		S3G6C		S3G7C		S3G8C		S3G9C
Veg Room 1			S3G1V				S3G3V				S3G5V				S3G7V		
Veg Room 2					S3G2V				S3G4V								S3G8V
Flower Room 9							S3G1B							S3G1H	S3G5B		
Flower Room 10								S3G2B								S3G2H	S3G6B
Flower Room 11											S3G3B						
Flower Room 12												S3G4B					
4 Clone		S4G1C		S4G2C		S4G3C		S4G4C		S4G5C		S4G6C		S4G7C		S4G8C	
Veg Room 1				S4G1V				S4G3V				S4G5V				S4G7V	
Veg Room 2						S4G2V				S4G4V				S4G6V			
Flower Room 13								S4G1V							S4G1H	S4G5V	
Flower Room 14										S4G2V							S4G2H
Flower Room 15												S4G3V					
Flower Room 16														S4G4V			
5 Clone		S5G1C		S5G2C		S5G3C		S5G4C		S5G5C		S5G6C		S5G7C		S5G8C	
Veg Room 1				S5G1V				S5G3V				S5G5V				S5G7V	
Veg Room 2						S5G2V				S5G4V				S5G6V			
Flower Room 17								S5G1B							S5G1H	S5G5B	
Flower Room 18										S5G2B							S5G2H
Flower Room 19												S5G3B					
Flower Room 20													S5G4B				

STRAINS	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	Week 29	Week 30	Week 31	Week 32
1 Clone		S1G10C		S1G11C		S1G12C		S1G13C		S1G14C		S1G15C		S1G16C	
Veg Room 1		S1G9V				S1G11V				S1G13V				S1G15V	
Veg Room 2				S1G10V				S1G12V				S1G14V			
Flower Room 1					S1G5H	S1G9B							S1G9H	S1G13B	
Flower Room 2							S1G6H	S1G10B							S1G10H
Flower Room 3	S1G3H	S1G7B							S1G7H	S1G11B					
Flower Room 4			S1G4H	S1G8B							S1G8H	S1G12B			
2 Clone		S2G10C		S2G11C		S2G12C		S2G13C		S2G14C		S2G15C		S2G16C	
Veg Room 1		S2G9V				S2G11V				S2G13V				S2G15V	
Veg Room 2				S2G10V				S2G12V				S2G14V			
Flower Room 5					S2G5H	S2G9B							S2G9H	S2G13B	
Flower Room 6							S2G6H	S2G10B							S2G10H
Flower Room 7	S2G3H	S2G7B							S2G7H	S2G11B					
Flower Room 8			S2G4H	S2G8B							S2G8H	S2G12B			
3 Clone		S3G10C		S3G11C		S3G12C		S3G13C		S3G14C		S3G15C		S3G16C	
Veg Room 1		S3G9V				S3G11V				S3G13V				S3G15V	
Veg Room 2				S3G10V				S3G12V				S3G14V			
Flower Room 9					S3G5H	S3G9B							S3G9H	S3G13B	
Flower Room 10							S3G6H	S3G10B							S3G10H
Flower Room 11	S3G3H	S3G7B							S3G7H	S3G11B					
Flower Room 12			S3G4H	S3G8B							S3G8H	S3G12B			
4 Clone	S4G9C		S4G10C		S4G11C		S4G12C		S4G13C		S4G14C		S4G15C		S4G16C
Veg Room 1			S4G9V				S4G11V				S4G13V				S4G15V
Veg Room 2	S4G8V				S4G10V				S4G12V				S4G14V		
Flower Room 13						S4G5H	S4G9V							S4G9H	S4G13V
Flower Room 14	S4G6V							S4G6H	S4G10V						
Flower Room 15		S4G3H	S4G7V							S4G7H	S4G11V				
Flower Room 16				S4G4H	S4G8V							S4G8H	S4G12V		
5 Clone	S5G9C		S5G10C		S5G11C		S5G12C		S5G13C		S5G14C		S5G15C		S5G16C
Veg Room 1			S5G9V				S5G11V				S5G13V				S5G15V
Veg Room 2	S5G8V				S5G10V				S5G12V				S5G14V		
Flower Room 17						S5G5H	S5G9B							S5G9H	S5G13B
Flower Room 18	S5G6B							S5G6H	S5G10B						
Flower Room 19		S5G3H	S5G7B							S5G7H	S5G11B				
Flower Room 20				S5G4H	S5G8B							S5G8H	S5G12B		

Attachment M

Local Law Compliance

INDUSTRY DISCUSSION:

Integrated Scientific Herbal Advances, LLC (ISHA) is seeking a license to grow, manufacture and sell medical marijuana (cannabis) and its derivatives within the State of New York. The company will be guided by the Compassionate Care Act¹, Section 3369-a of the Public Health Law (PHL), Title 10 (Health) and other applicable laws. This would include § 1004.13 entitled "*Security requirements for manufacturing and dispensing facilities*" which establishes minimum security requirements. As this new emerging industry continues to experience evolving regulatory changes, so will our security plan evolve to ensure compliance and safety of the company, its employees, customers/clients, facilities, cash assets, proprietary secrets and the product itself.

For security purposes it must be noted that marijuana is classified as a "Schedule I Drug" and is therefore federally illegal. Specifically, "*the federal government regulates drugs through the Controlled Substances Act (CSA) (21 U.S.C. § 811), which does not recognize the difference between medical and recreational use of marijuana*²." However, it is understood that if strict conformance to NY State regulations is observed, federal interference is unlikely.

¹ Sponsored by Assembly Health Committee Chair Richard Gottfried and Sen. Diane Savino;
<http://www.mpp.org/states/new-york/new-yorks-compassionate-care.html>

² Americans for Safe Access; http://www.safeaccessnow.org/federal_marijuana_law

TOWN OF GOSHEN

RESOLUTION

**OF THE TOWN BOARD OF THE TOWN OF GOSHEN, NEW YORK
IN SUPPORT OF THE APPLICATION OF INTEGRATED SCIENTIFIC HERBAL
ADVANCES (ISHA) TO DEVELOP AND OPERATE PURSUANT TO THE NYS
COMPASSIONATE CARE ACT A FACILITY ON LANDS WITHIN THE TOWN
TOWN OF GOSHEN TAX MAP SECTION 24, BLOCK 1, LOT 109**

Introduced by: Councilman Louis Cappella

Seconded by: Councilman George Lyons

Dated: May 14, 2015

At a meeting of the Town Board of the Town of Goshen, County of Orange, State of New York, held at Town Hall in said Town on the 14th day of May, 2015

WHEREAS, New York State, which legalized the use of medical marijuana in July 2014, has developed guidelines and procedures contained in Title 10 of the New York Codes, Rules and Regulations (The Compassionate Care Act) by which applicants may seek a license to become a "registered organization" with permission to construct and operate medical marijuana agricultural facilities within the State; and

WHEREAS, ISHA is interested in becoming a registered organization in order to develop and operate an agricultural facility for the cultivation and processing of medical marijuana pursuant to The Compassionate Care Act on a \pm 9.1 acre parcel located within the Town of Goshen (the "Project") on land located in the Agricultural-Industrial (AI) District of the Town at 873 Pulaski Highway designated as Tax Map #24-1-109 on the Town of Goshen Tax Map (the "Project Site"); and

WHEREAS, the Project Site has been used for agricultural facilities, over many generations and the use proposed is similar in scope to the historic agricultural use occurring on the property; and

WHEREAS, ISHA has stated an intent to file an application with New York State seeking a license to develop and operate a medical marijuana production facility at the Project Site, which has been determined to be a permitted use for the property under the Town's Zoning Laws; and

WHEREAS, the Town Board, based upon the presentation, discussions, and representations made by ISHA at the Town Board meeting of May 11, 2015, and subject to the conditions set forth herein, adopts this resolution to demonstrate its support for ISHA's application; and

WHEREAS, any such project, even if approved by New York State, would still be required to comply with the local planning, zoning and relevant environmental review processes for any required approvals in order to ensure the protection of the health, safety and welfare of the residents of the community; and

WHEREAS, based upon the applicant's presentation and discussions to the Town Board on May 11, 2015, the Town Board recognizes the benefit of the Project to the Town and the community, and

WHEREAS, by supporting the development and operation of the Project at the Project Site by ISHA, the Town Board believes that the Project would have a positive impact on the Town through the expansion of employment opportunities for the citizens of the Town and Orange County and providing tax ratables to the Town and improving the quality of medical care for qualified patients; and

WHEREAS, the Town Board is in support of the Project and ISHA's Application to New York State to become a registered organization in order to develop and operate a medical marijuana agricultural facility at the Project Site; and

WHEREAS, the support of the Town Board is conditioned upon each of the representations and conditions set forth below being agreed to and carried out by ISHA.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Goshen supports the Application to be filed by ISHA with New York State to become a registered organization for the development and operation of a medical marijuana facility Project on the Project Site and supports the development and operation of the Project on the Project Site by ISHA subject to the following representations and conditions:

- ISHA, whether or not required under SEQRA or Town Zoning Code, shall submit a site plan of its operations to the Town of Goshen Planning Board for review.
- Although the use is determined to comply under the Town Zoning Code, the applicant will not seek any property tax exemptions based upon the use of the property for agricultural production nor will it seek any real estate tax exemptions or abatements from the Town of Goshen and/or Orange County IDA relating to the project. The applicant acknowledges that this representation was offered by the applicant as a proposed additional benefit of the Project and was not a condition of any approval imposed by the Town;
- The applicant represents, agrees and acknowledges that the applicant shall hold harmless the Town of Goshen from any potential liability, lawsuits, or claims arising out of or associated with the Town's support of this application and issuance of any necessary land use approvals, building permits, etc., associated with said Project, including, but limited to, reasonable attorney's fees, disbursements, and costs;

- The only use of the Project Site shall be solely based on medical marijuana cultivation and production in full compliance with all provisions of the Compassionate Care Act and not for the cultivation for "recreational" uses if legalized by New York State in the future;
- ISHA shall pay all reasonable fees incurred by the Town for professional services rendered in connection with this Project.
- Applicant shall hold informational meetings within the Town of Goshen to inform the local residents of the benefit of this project.

BE IT FURTHER RESOLVED, that this Resolution is intended to be non-binding and to provide local support for the medical marijuana facility license applicant.

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this Resolution to all appropriate state and local agencies.

Upon Roll Call Vote:

Supervisor Bloomfield	<u>AYE</u>	Councilperson Newbold	<u>ABSENT</u>
Councilperson Lyons	<u>AYE</u>	Councilperson Canterino	<u>AYE</u>
Councilperson Cappella	<u>AYE</u>		

Vote: Resolution carried by a vote of 4 to 0.

CERTIFICATION

I, VALMA EISMA, Town Clerk of the Town of Goshen, I the County of Orange, State of New York HEREBY CERTIFY that the foregoing annexed extract froth the minuets of a meeting of the Town Board of said Town of Goshen duly called and held on May 14, 2015 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Town of Goshen this 4thth day of June


Valma Eisma, Deputy Town Clerk

