



A Healthy Start in New York



Medigro Organics LLC
Medical Marijuana Program
Application for Registration as a Registered
Organization

Presented to the:

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

June 5, 2015

ELECTRONIC COPY



A Healthy Start in New York



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A Healthy Start in New York

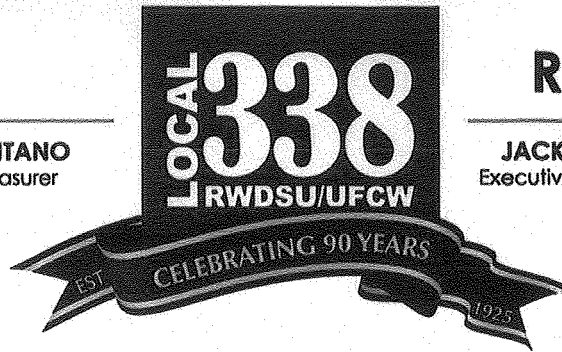


Labor Peace Agreement

Local 338

JOHN R. DURSO
President

JOSEPH FONTANO
Secretary-Treasurer



RWDSU/UFCW

JACK CAFFEY JR.
Executive Vice President

DEBRA BOLLBACH
Recorder

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

June 2, 2015

Re: Labor Peace Agreement between Local 338, RWDSU/UFCW and Medigro Organics, LLC.

Dear Commissioner Zucker,

Local 338, RWDSU/UFCW ("Local 338") is a labor organization, as defined in 29 U.S.C. § 402(i) and 29 U.S.C. § 152(5), representing close to 20,000 employees in New York State and its environs.

The enclosed document entitled, Neutrality Agreement, is intended in part to satisfy and comply with the requirement, under the New York Public Health Law, that an applicant (Medigro Organics, LLC.) seeking a license to conduct business relating to the use of medical marijuana in New York State submit proof that it has entered into a labor peace agreement with a bona-fide labor organization that is actively engaged in representing or attempting to represent the applicant's employees. See Public Health Law §§ 3360(14), 3365(1)(III), 3365(3)(VII), 3365(6)(IV), and 3365(7).

The Neutrality Agreement contains explicit language which protects the State's proprietary interests by prohibiting Local 338 from engaging in picketing, work stoppages, boycotts, and any other economic interference with the business of an entity licensed to engage in the business relating to the use of medical marijuana in New York State.

Should any changes in the Neutrality Agreement be necessary for an applicant to comply with the Public Health Law, please feel free to communicate with us directly.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph Fontano', is written over a horizontal line.

Joseph Fontano
Secretary-Treasurer

STRONGER | TOGETHER

Our Mission: To Better The Lives Of Our Members And All Working People.
1505 Kellum Place • Mineola, NY 11501 • (516) 294-1338 • www.local338.org

LABOR PEACE / NEUTRALITY AGREEMENT
BY AND BETWEEN
MEDIGRO ORGANICS, LLC.
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated June 2, 2015, Medigro Organics LLC. (the "Employer") and Local 338, RWDSU/UFCW, 1505 Kellum Place, Mineola, New York (the "Union") hereby establish the following procedure to address the Union's efforts to organize employees in any existing or new facility owned or operated by the Employer in which the employees are not represented by a labor organization:

1. The term, "employees," used herein shall include all full time and part-time employees, including, but not limited to, pharmacists, pharmacy technicians, dispensary worker, drivers, growers, retail, manufacturers, trimmers, and anyone else performing work for or on behalf of the Employer, and shall exclude only who are statutorily excluded by the National Labor Relations Act ("NLRA"). Managers, security and human resources personnel are excluded.

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. As permitted by the Department of Health regulations.

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

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

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

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

10. The parties agree that the arbitrator has the authority to direct the breaching party to specifically perform its obligations under this provision. The arbitrator may award a penalty of up to \$10,000 for willful breaches. A willful breach is one that clearly violated this provision and was not corrected after the aggrieved party provided notice of it to the violating party. The parties consent to the entry of the arbitrator's award as the order of judgment of a United States District Court, without notice.

11. The Union and the Employer recognize that this Agreement is in their mutual best interests and therefore agree to prevent evasion of the terms of this Agreement through the use of contractors and/or subcontractors. To comply with the spirit of this Agreement, the Employer shall, as a condition of its relationship with any contractor and/or subcontractor require that: (a) the contractor and/or subcontractor enter into a neutrality agreement with the Union; and (b) immediately notify the Union when seeking to form a business relationship with the contractor and/or subcontractor.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 2nd day of June 2015, by their duly authorized representatives.

LOCAL 338, RWSDU/UFCW

By: 

Date: 6/2/15

Name: Joseph Fontano

Title: Secretary-Treasurer

Witness: 

MEDIGRO ORGANICS, LLC.

By: 

Date: JUNE 1, 2015.

Name: Cormach Murrihy

Title: Member

Witness: 



A Healthy Start in New York



Financial Statements Setting Forth All Elements and Details of any Business Transactions Connected with the Application

1 | Attachment G – Financial Statements Setting Forth All Elements and Details of any Business Transactions Connected with the Application

SERVICE AGREEMENT

This is an agreement made this day: May 14, 2015 by and between BSS Group INC with offices at 325 Route 304, Nanuet, NY, 10954, hereinafter ("BSS ") and Medigro Organics with offices at 1978 route 300 Town of Newburgh, NY 12250, hereinafter ("CLIENT") who comes before us requesting assistance in this case under the general heading of Consulting Services.

The parties agree BSS shall provide CLIENT with Consulting Services as set forth by the terms and conditions below and described as:

Project: Consulting Services

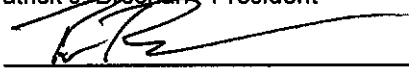
- I. CLIENT agrees to pay BSS for consulting services in accordance with the pricing outlined in the paragraph titled "Scope of Services", below.
- II. This agreement shall commence upon signature of both parties. This agreement will also remain active until all final payments are made to BSS .
- III. BSS warrants CLIENT that the services shall be performed with the degree of skill and care that is required and in conformance of accepted professional standards and practice in the private Consulting industry.
- IV. BSS further acknowledges that in performing the services it will comply with all applicable local, state, and federal laws, regulations and rules.
- V. BSS disclaims all other warranties, except as specifically provided above, expressed or implied.
- VI. CLIENT will hold BSS harmless from damages, losses, cost and expenses, including any attorney or legal fees, suffered/incurred in connection with security services provided.
- VII. BSS is an independent contractor and shall not be deemed an employee or partner in any manner, of CLIENT. Neither party shall have the authority to make any binding representative or agreement on behalf of the other. This instrument contains the entire contract between both parties. Any other expressions which are not outlined in this device are null and void. Any amendment or modification of this agreement shall be in writing, duly executed by both parties, and appended to this document.
- VIII. This contract shall confirm the agreement between BSS and CLIENT whereby CLIENT has retained BSS to perform consulting services. In connection with this matter, BSS agrees to provide said consulting services as has been mutually agreed upon by BSS and CLIENT.
- IX. In exchange for services rendered by BSS, CLIENT agrees to the following terms of retainer and payment: Advance retainer in the amount of ~~\$5,000.00~~ payable by check or credit card, is nonrefundable. BSS will invoice the Client \$150.00 per hour for consulting services. Payment of balance in excess of retainer amount is due in full, upon invoice.

CLIENT: Medigro Organic

(Signed):  Date: / /

BSS: Patrick J. Bresnan - President

(Signed:)



Date:

5/21/15

This company is licensed by the New York State Department of State, Division of Licensing.

CONSULTANTS AGREEMENT

THIS CONSULTING AGREEMENT is made as of the 1st day of May, 2015, by and between **MEDIGRO ORGANICS, LLC**, a limited liability company, with offices located at 1978 Route 300, Newburgh, New York 12550, hereinafter referred to as "Company" and **SYCAMORE HORTICULTURAL CONSULTING, INC.**, a domestic corporation, with offices located at 309 North California Street, Sycamore, Illinois 60178, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Company proposes to enter into the business of growing, cultivating and dispensing medical marijuana in full compliance with the Compassionate Care Act of the State of New York; and

WHEREAS, the Company is interested in engaging Sycamore Horticulture Consulting, Inc. to consult with respect to the development of the Company's business based upon their knowledge of cultivation of plants under controlled environments.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I SERVICES

Subject to the conditions set forth herein the Consultant will provide technical recommendations regarding facilities layout, equipment installation and processes for legal production of medical marijuana in compliance with the Compassionate Care Act of New York.

ARTICLE II CHARGES

Upon execution of this Agreement the Company shall pay to the Consultant a non-refundable retainer in the sum of FIVE THOUSAND (\$5,000.00) DOLLARS per month and thereafter Company shall pay to the Consultant the sum of FIVE THOUSAND (\$5,000.00) DOLLARS per month for each month of the Consultant's services; the initial retainer shall cover the cost of the first month as follows:

- o In addition, the Company will pay to the Consultant reasonable travel expenses of the Consultant upon submission of the Consultant of an invoice for reimbursement of the same, payment to be made within ten (10) days after the receipt of said invoice or simultaneously with the invoice where practical.

ARTICLE III PROPERTY RIGHTS

Any property rights shall inure to the benefit of the Company for all works, business innovations, methodology, inventories, discoveries, improvements, designs, analyses, drawings, etc. or similar or related developments or information which is new. Nothing herein shall infringe upon Consultant's prior knowledge, work or developments, innovations or processes which the Consultant has previously developed in connection with his expertise in the field.

ARTICLE IV CONFIDENTIALITY

The parties agree to be bound by a Confidentiality Agreement to the extent that the work performed by the Consultant for the Company shall not be revealed or disseminated to any competing companies. Nothing in the Agreement shall prevent the Consultant from engaging in a consultant capacity on behalf of other similar businesses. Nevertheless, the specific business plan and processes developed for the Company shall not be divulged unless they are public information.

ARTICLE V GENERAL

This Agreement, (collectively, the "Understandings") contains the full understanding of the parties hereto with respect to the specific subject matter hereof and supersede and cancel all other previous agreements, negotiations, commitments, discussions, and writings in respect of such subject matter. No representations, promises or understandings which are not expressly set forth in the Understandings are binding upon any of the parties. This Agreement may not be released, discharged, abandoned, changed, or modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the parties hereto. Neither the course of conduct between the parties nor trade usage shall act to modify or alter the provisions of this Agreement.

This Agreement shall be construed and the legal relations of the parties hereto shall be governed in accordance with the laws of the State of New York.

The provisions of this Agreement shall be severable and the invalidity or illegality of any provision of this Agreement shall not affect the validity or legality of the remaining provisions hereof.

The waiver by either of the parties hereto of any breach of any provisions hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any provisions or a waiver of the provision itself.

The language used in this Agreement shall be deemed to be language chosen by the parties hereto to express their mutual intent, and no rules of strict construction against any party shall apply to any term or provision of this Agreement.

This Agreement and all rights and obligations hereunder shall inure to the benefit of and shall be binding upon subsidiaries, affiliates, successors, or assigns of the parties hereto; provided, however, that neither party shall assign or transfer this Agreement in any manner without the prior written consent of the party.

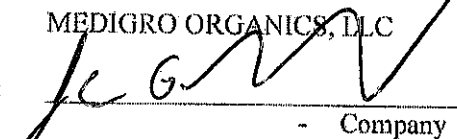
Neither party shall be considered an agent for the other party nor shall either party have authority to bind or obligate the other to third parties. The parties to this Agreement agree that the relationship created by this Agreement is that of independent contractors. Each party agrees that no employee of the other party will for any purpose be or be deemed an employee of such first party or be entitled to any benefits provided by such first party to its employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans and the like. It is understood and agreed that since Consultant is an independent contractor, the Company will make no deductions from fees paid to Consultant for any federal or state taxes or FICA, and Company has no obligation to provide Worker's Compensation coverage for Consultant or Assigned Employees or to pay overtime rates to Assigned Employees.

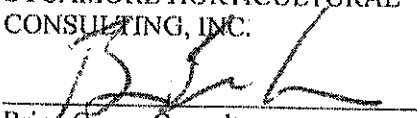
The parties agree that this Agreement creates no legal obligation of any kind upon either party to establish a clearing relationship or for the Company to provide settlement services.

ARTICLE VI TERM

The term of this Agreement shall commence on the date first stated above and shall continue for a period of three (3) months. Notwithstanding, either party may terminate this Agreement at any time for any reason by providing the other party with thirty (30) days notice.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date first above written.

MEDIGRO ORGANICS, LLC
By: 
- Company

SYCAMORE HORTICULTURAL
CONSULTING, INC.
By: 
Brian Corr - Consultant

CONSULTANTS AGREEMENT

THIS CONSULTING AGREEMENT is made as of the 31 day of May, 2015, by and between **MEDIGRO ORGANICS, LLC**, a limited liability company, with offices located at 1978 Route 300, Newburgh, New York 12550, hereinafter referred to as "Company" and **DAVID J. SCHAIBLE**, residing at [REDACTED] hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Company proposes to enter into the business of growing, cultivating and dispensing medical marijuana in the State of New York; and

WHEREAS, the Company is interested in engaging David J. Schaible to consult with respect to the development of the Company's business based upon his scientific experience in new product development, formulation development and botanical extraction expertise.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I SERVICES

Subject to the conditions set forth herein the Consultant agrees to consult and meet with and supervise in connection with the Company's employees and other participants to provide expertise of a scientific nature in connection with the growing, processing, manufacturing and extraction to be performed by the Company.

ARTICLE II CHARGES

Upon execution of this Agreement the Company shall pay to the Consultant a non-refundable retainer in the sum of FIVE THOUSAND (\$5,000.00) DOLLARS per month and thereafter Company shall pay to the Consultant the sum of FIVE THOUSAND (\$5,000.00) DOLLARS per month for each month of the Consultant's services; the initial retainer shall cover the cost of the first month as follows: LIMITED TO 50 HOURS / MONTH

- o In addition, the Company will pay to the Consultant reasonable travel expenses of the Consultant upon submission of the Consultant of an invoice for reimbursement of the same, payment to be made within ten (10) days after the receipt of said invoice or simultaneously with the invoice where practical.

ARTICLE III PROPERTY RIGHTS

Any property rights shall insure to the benefit of the Company for all works, business innovations, methodology, inventories, discoveries, improvements, designs, analyses, drawings, etc. or similar or related developments or information which is new. Nothing herein shall infringe upon Consultant's prior knowledge, work or developments, innovations or processes which the Consultant has previously developed in connection with his expertise in the field.

ARTICLE IV CONFIDENTIALITY

The parties agree to be bound by a Confidentiality Agreement to the extent that the work performed by the Consultant for the Company shall not be revealed or disseminated to any competing companies. Nothing in the Agreement shall prevent the Consultant from engaging in a consultant capacity on behalf of other similar businesses. Nevertheless, the specific business plan and processes developed for the Company shall not be divulged unless they are public information.

ARTICLE V GENERAL

This Agreement, including the schedule attached hereto, (collectively, the 'Understandings') contains the full understanding of the parties hereto with respect to the specific subject matter hereof and supersede and cancel all other previous agreements, negotiations, commitments, discussions, and writings in respect of such subject matter. No representations, promises or understandings which are not expressly set forth in the Understandings are binding upon any of the parties. This Agreement may not be released, discharged, abandoned, changed, or modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the parties hereto. Neither the course of conduct between the parties nor trade usage shall act to modify or alter the provisions of this Agreement.

This Agreement shall be construed and the legal relations of the parties hereto shall be governed in accordance with the laws of the State of New York.

The provisions of this Agreement shall be severable and the invalidity or illegality of any provision of this Agreement shall not affect the validity or legality of the remaining provisions hereof.

The waiver by either of the parties hereto of any breach of any provisions hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any provisions or a waiver of the provision itself.

The language used in this Agreement shall be deemed to be language chosen by the parties hereto to express their mutual intent, and no rules of strict construction against any party shall apply to any term or provision of this Agreement.

This Agreement and all rights and obligations hereunder shall inure to the benefit of and shall be binding upon subsidiaries, affiliates, successors, or assigns of the parties hereto; provided, however, that neither party shall assign or transfer this Agreement in any manner without the prior written consent of the party.

Neither party shall be considered an agent for the other party nor shall either party have authority to bind or obligate the other to third parties. The parties to this Agreement agree that the relationship created by this Agreement is that of independent contractors. Each party agrees that no employee of the other party will for any purpose be or be deemed an employee of such first party or be entitled to any benefits provided by such first party to its employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans and the like. It is understood and agreed that since Consultant is an independent contractor, the Company will make no deductions from fees paid to Consultant for any federal or state taxes or FICA, and Company has no obligation to provide Worker's Compensation coverage for Consultant or Assigned Employees or to pay overtime rates to Assigned Employees.

The parties agree that this Agreement creates no legal obligation of any kind upon either party to establish a clearing relationship or for the Company to provide settlement services.

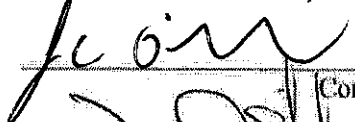
ARTICLE VI TERM

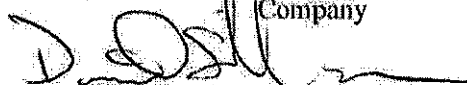
The term of this Agreement shall commence on the date first stated above and shall continue for a period of three (3) months. Notwithstanding, either party may terminate this Agreement at any time for any reason by providing the other party with thirty (30) days notice.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date first above written.

MEDIGRO ORGANICS, LLC

By:



Company


David J. Schaible - Consultant

Gerner Kronick + Valcarcel, Architects, DPC

443 Park Avenue South, New York, NY 10016 Tel. 212-679-6362 Fax. 212-679-5877

May 29, 2015

Mr. Cormach Murrihy
Medi Grow Organics LLC
45 Hemlock Drive
Congers, NY 10920

Dear Mr. Murrihy:

Thank you for asking Gerner Kronick + Valcarcel, Architects, DPC to submit this proposal. My understanding of the project is to provide preliminary architectural services for the design of four (4) sites in New York State that will be medical marijuana dispensaries.

For this work you will be billed on an hourly basis at the rates listed below:

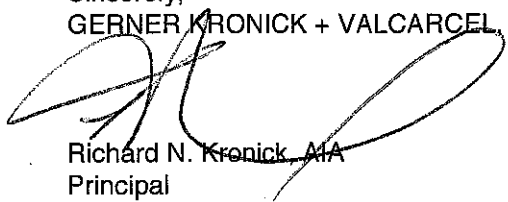
Principal	\$ 275.00/hr
Associate Principal	\$ 250.00/hr
Associate	\$ 225.00/hr
Senior	\$ 200.00/hr
Intermediate	\$ 175.00/hr
Junior	\$ 150.00/hr
Billable Non-Technical	\$ 100.00/hr

In addition to the fee you will be billed, at cost, all out of pocket reimbursable expenses such as reproduction, telefax, plotting, transportation, long distance telephone, pre-approved long distance travel, internet access, etc.

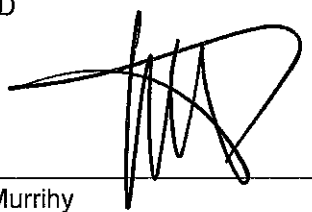
If this proposal is acceptable to you, please sign and date it in the space provided, return it to me and we will begin work for you immediately.

Thank you once again for considering Gerner Kronick + Valcarcel, Architects, DPC.

Sincerely,
GERNER KRONICK + VALCARCEL, ARCHITECTS, DPC


Richard N. Kronick, AIA
Principal

ACCEPTED


Cormach Murrihy


Date



Contract No. CN000006674
REV 01.00
6/1/2015

PROPOSAL

Cormach Murrhly c/o Richard Kronick at GKV
Medi-Grow Organics L.L.C.
45 Hemlock Drive
Congers NY 10920

Re: Various Addresses
NYC and NYS Building Code and Zoning Resolution - Establishment of Medical Marijuana Dispensaries
Floor: N/A

PS#	Professional Services	Σ	Fees	Extended Fee
135 West 50th Street, NY NY				
139382	Code Consulting Milrose Consultants will assist the design team to achieve compliance with the 1938, 1968, 2008 or 2014 NYC Administrative Code (dependent upon scope) for the proposed project. Services will include meetings with the Department of Buildings.	10	\$250.00	\$2,500.00
1845 Central Avenue, Albany NY				
139383	Code Consulting Milrose Consultants will assist the design team to achieve compliance with the 1938, 1968, 2008 or 2014 NYC Administrative Code (dependent upon scope) for the proposed project. Services will include meetings with the Department of Buildings.	10	\$250.00	\$2,500.00
6200 South Bay Drive, Cicero NY				
139384	Code Consulting Milrose Consultants will assist the design team to achieve compliance with the 1938, 1968, 2008 or 2014 NYC Administrative Code (dependent upon scope) for the proposed project. Services will include meetings with the Department of Buildings.	10	\$250.00	\$2,500.00
45 Hemlock Drive, Congers NY				
139385	Code Consulting Milrose Consultants will assist the design team to achieve compliance with the 1938, 1968, 2008 or 2014 NYC Administrative Code (dependent upon scope) for the proposed project. Services will include meetings with the Department of Buildings.	10	\$250.00	\$2,500.00
Proposal Services Total				\$10,000.00

Summary of Fees	Total
Phase: 135 West 50th Street, NY NY	\$2,500.00
Phase: 1845 Central Avenue, Albany NY	\$2,500.00
Phase: 6200 South Bay Drive, Cicero NY	\$2,500.00
Phase: 45 Hemlock Drive, Congers NY	\$2,500.00
Sales Tax	\$0.00
Reimbursable Estimated: 15%	\$1,500.00
Proposal Total	\$11,500.00
30% Retainer Required to Proceed	\$3,000.00



Contract No. CN00006674
REV 01.00
6/1/2015

1. STANDARD OF CARE

Milrose shall perform its services consistent with the skill and care ordinarily provided by such consultants practicing in the same or similar locality under the same or similar circumstances. The Client acknowledges that Milrose's services will be rendered without any warranties, express or implied and further acknowledges that Milrose will not be rendering any architectural, engineering or other professional services and shall not be responsible for any errors or omissions with said services as rendered by others.

2. INDEPENDENT CONTRACTOR

Both the Client and Milrose agree that Milrose will act as an Independent contractor in the performance of its duties under this Agreement.

3. CONFIDENTIAL INFORMATION

Milrose agrees that any information received by it during any furtherance of its obligations under this Agreement which concerns the personal financial or other affairs of the Client will be treated by Milrose in full confidence and will not be revealed to any other persons, firms or organizations.

4. CONSEQUENTIAL DAMAGES

Milrose and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement, including loss of use and lost profit.

5. CLIENT RESPONSIBILITY

The Client must promptly and fully cooperate with Milrose on this project. The Client must timely provide upon request by Milrose all information relevant to the subject matter of this Agreement. The Client must pay promptly when due all invoices as required by this Agreement. Pending resolution of any dispute, the Client shall continue to make payments of all amounts due. If the Client does not comply with these requirements, Milrose may either suspend services, until such time as the Client, at Milrose's sole discretion, satisfies the requirements herein, or withdraw from representing the Client and terminate this Agreement.

6. THIRD PARTY RESPONSIBILITY

If any licensed third party professionals assigned to this project do not comply with the project requirements i.e. sprinkler, plumbing, and any other special inspections within a reasonable length of time, Milrose will not be obligated or responsible for the ramifications of the incomplete actions that are required with the project due to lack of action taken by said third party professionals.

7. LIMITATION OF LIABILITY

It is understood and agreed by the parties hereto that should Milrose be found liable, among other things, under the theories of breach of contract or negligence, or any other theory of liability, its liability will be limited to the amount paid by Client for the individual service promised by Milrose that is claimed to have caused or contributed to, either directly or indirectly, the damages claimed by Client.

8. NO RESPONSIBILITY FOR CONSTRUCTION WORK

Milrose shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with any construction work and shall not be responsible for acts or omissions of any contractor or of any other persons or entities performing construction work.

9. TERMINATION OR SUSPENSION OF SERVICES

In the event Milrose, at its sole discretion, determines that the Client is in violation of any of its obligations as set forth herein, or in the event the Client sells or conveys the real property subject to this Agreement, Milrose may elect in its sole discretion to either: (i) terminate this Agreement by five (5) days written notice of such termination to Client at which time Milrose shall be compensated as provided for in this Agreement for all services performed by Milrose up through the date of termination; or, (ii) suspend the performance of its obligations in this Agreement until such time as Milrose in its sole discretion determines that the Client has satisfactorily cured said violation. Milrose shall not be responsible for any delays or any costs or damages arising from same if it suspends services under this provision.

10. NON-SOLICITATION

The Client acknowledges that Milrose expends considerable resources to recruit, train and integrate its employees. During the term of this Agreement and for a period of 12 months thereafter, the Client shall not directly or indirectly solicit, engage or hire (whether as an employee, contractor or otherwise) any individual who is then, or within the 12 months prior thereto was, an employee of Milrose and had at any time been assigned by Milrose to perform services for the benefit of Client, except with the prior written consent of Milrose. In the event the Client breaches this covenant, in addition to all other remedies available to Milrose, the Client shall pay Milrose a conversion fee equal to twice the individual's most recent annual rate of compensation with Milrose.

11. COMPLETE AGREEMENT

Any changes or additions to the services provided herein shall be in writing, subject to the acceptance by Milrose and the Client at a price to be agreed upon. This Agreement constitutes the entire Agreement between the parties hereto, and no other provision, expressed or implied, shall be binding. This Agreement is the expression of the Agreement between Milrose and the Client and incorporates and supersedes all prior negotiations, correspondence and agreements.

12. DELAYS

Milrose will not be responsible for delays caused by, but not limited, to (i) acts of God; (ii) the Client or its agents; (iii) inclement weather, strikes, riots or other civil disturbance, war or government action or inaction; (iv) non-issuance of all required permits; (v) vandalism; (vi) the Client's failure to make payments when due or other failure to perform under this Agreement; (vii) work performed by others; and (viii) any other reasons beyond Milrose's control.



Contract No. CN000006674

REV 01.00

6/1/2015

Cancellation Clause

Client or Milrose upon 5 days prior written notice may terminate this agreement with or without cause. Milrose shall be compensated as provided for in this agreement for the services performed through the date of termination.

Sales Tax Exception Notice

In accordance with New York Tax Law Sections 1105(c)(1) and 1105(c)(9), as well as the New York State Department of Taxation and Finance's clarifying guidance in TSB-M-10(7)S, certain consulting services provided by Milrose Consultants, Inc. are subject to New York sales tax. Please note that providing a Certificate of Capital Improvement does not exempt the taxable services provided by Milrose. To the extent the services are subject to New York sales tax, it is understood and agreed that said sales tax shall be paid by the Client.

Exclusionary Clause

It is understood and agreed by the parties hereto that should Milrose Consultants, Inc. be found liable, among other things, under the theories of breach of contract or negligence, or any other theory of liability, its liability will be limited to the amount paid by Client for the individual service promised by Milrose that is claimed to have caused or contributed to, either directly or indirectly, the damages claimed by Client. Moreover, Milrose and Client waive consequential damages for claims, disputes or other matters in question as against each other arising out of the services herein, including loss of use and lost profit.

Additional Services

If Milrose is requested to perform any additional services not set forth in this Agreement, it shall perform said services pursuant its standard rates, which are available upon request. Milrose will endeavor to obtain written approval prior to performing any additional services provided Milrose is furnished with at least forty-eight (48) hours advance notice before having to render said service.



Contract No. CN000006674
REV 01.00
6/1/2015

13. COSTS FOR ENFORCEMENT

The Client shall be responsible for any and all fees and costs, including reasonable attorney's fees, incurred by Milrose in connection with enforcing any of the provisions of this Agreement.

14. SURVIVAL

If any of the terms or conditions in the Agreement or herein, or portions thereof, shall be adjudged null and void, then it is

agreed that the remaining terms and conditions herein shall remain intact and be given full force and effect.

15. THIRD-PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

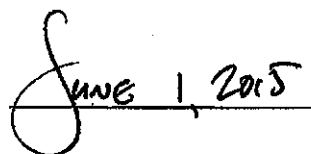
Both Milrose and the Client have read and agreed to this Agreement and the Terms and Conditions therein. Milrose has provided the Client with answers to any questions and has further explained this Agreement to the full satisfaction of the Client.

CLIENT:

By:


Cormach Murrhy c/o Richard Kronick at GKV, for
Medi-Grow Organics L.L.C.

Date:


JUNE 1, 2015

MILROSE CONSULTANTS, INC.

By:


William Rose, Senior Vice President for
Milrose Consultants

Date:

6/1/2015

Please verify invoicing instructions:

Mail invoices to:

Medi-Grow Organics L.L.C.,
45 Hemlock Drive
Congers NY 10920
Attn: Cormach Murrhy c/o Richard Kronick at GKV

Party to be billed:

Medi-Grow Organics L.L.C.
45 Hemlock Drive
Congers NY 10920
Attn: Cormach Murrhy c/o Richard Kronick at GKV

Delivery method: Email
cormach@usw-inc.com



May 11, 2015

Cormach Murrihy
James O'Sullivan
Medigro Organics, LLC
45 Hemlock Drive
Congers, NY 10920

Re: New Greenhouse Building
Orange County
West Nyack, NY

Dear Mr. Murrihy and Mr. O'Sullivan,

It was a pleasure meeting with you on Thursday, May 7, 2015, at your office to discuss your upcoming project. We appreciate the opportunity to provide you with a proposal for your new facility in West Nyack, NY. This proposal will include the Mechanical and Electrical systems for your project.

Our understanding of the project is to construct 6 – 42' wide by 160' long gutter connected greenhouses to be used as growing houses. The greenhouse on the north end of the building will be used as the Head House. The Head House will have the harvesting equipment located along with a toilet room. Also the required exits will be shown on the drawings.

This proposal is based on the assumption that the local municipal authorities will agree with our interpretation that the building will be classified as Agricultural use, allowing the building to be constructed without a fire suppression system.

We will utilize the shop drawings provided by Nexus Corporation showing the locations of the columns and the height and configuration of the roof structure. Nexus Corporation will provide the structural engineering of their prefabricated Nexus structure.

Our drawings will be used for the submission to the state of New York for a license for medical marijuana. Our drawings will not include the control the wiring for the growing equipment or irrigation drawings if required. The control wiring and irrigation drawings sometimes are completed by the equipment providers as part of their shop drawings. If this is required at a later time, we can provide these under a separate contract.

Engel Architects drawings will extend all utilities to a distance of 5' outside the building. The site engineer will extend utilities from that point to the providers.

SCOPE OF SERVICES

Engel Architects will provide the following services:

Proposal – Medicgro Organics, LLC

May 11, 2015

Page 2

Mechanical and Electrical Design

A. Design Development

Our design development drawings will include the equipment layout, which will be coordinated with Brian Corr, toilet room layout, and exit doors as required by code. After the equipment layout is finalized, we will prepare the Electrical and Mechanical drawings which will show lighting, HVAC, electrical and plumbing systems. This proposal does not include the drawings for the control wiring of the equipment or irrigation systems. The drawings for the control wiring and irrigation systems are often shown on the equipment and irrigation system shop drawings only as needed for cost estimates and construction. If the control wiring and irrigation system drawings are requested, we can provide these drawings under a separate contract after the New York State License is acquired to determine construction costs and obtain Building Permits.

The layout and design of the fans, vent motors, and unit heaters shall be provided to our firm by Nexus Corporation. This information shall include, but not limited to, the locations, size, horsepower, and pertinent manufacturer information.

B. Preparation of Submittal Documents.

After approval of the Design Development Phase, this firm will prepare the necessary documents including drawings and specifications in order to prepare the application for submission to the state of New York for a Medical Marijuana license. We will also prepare Application B to fulfill the submission requirements.

There are no site visits included in this proposal as it appears none will be required. We will utilize the information provided to us on the site plans prepared by Atzi, Nasher & Zigler P.C. dated with the last revision date of 10/8/14 as accurate.

The project will be designed to meet our understanding of all Federal, State, and Local Codes. The proposal is based on the assumption that the use of the building will be in compliance with the Local Zoning Ordinance.

Items not covered under this proposal:

- Site engineering and land development approvals
- Structural Engineering of the Greenhouse structure (This will be done by the Greenhouse Manufacturer.)
- Reimbursable expenses.
- Environmental impact studies if required.
- Soils and construction materials testing.
- LEED certification.
- Construction supervision.
- Attending municipal board meetings
- Subsurface investigation

Proposal – Mediegro Organics, LLC

May 11, 2015

Page 3

- Any additional work not stated in this proposal.
- Construction Administration
- Construction cost estimating

SCHEDULE

We will begin work on the project after we receive the required retainer. If we receive the retainer no later than noon on Tuesday, May, 12, 2015, our drawings will be complete and submitted to you by the end of the day, May 25, 2015.

COMPENSATION

As we discussed at our meeting at your office on Thursday, May 7, 2015, we will provide a floor plan and the Mechanical and Electrical drawings on a time and expense basis with a not-to-exceed fee of \$35,000.00.

If changes are requested to drawings that have been previously approved by the owner, this work will be considered additional services and will be done on an hourly basis.

The hourly rates invoiced by this firm will be as follows:

Principal	\$150.00/hr.
Project Architect	\$135.00/hr.
Electrical & Mechanical Designer	\$95.00/hr.
Architectural Designer	\$85.00/hr.
Senior Drafter:	\$80.00/hr.
Junior Drafter	\$76.00/hr.
Word Processing	\$35.00/hr.

Should the scope of the project require technical consultants not included as part of this proposal, we will contract the necessary consultants on a time and expense basis. Consent from you would be required in advanced of contracting with any other consultants not part of this proposal. Fees for such outside services will be billed on the basis of the cost plus fifteen-percent (15%).

Reimbursable expenses that are not part of this proposal include but are not limited to:

- ☐ Fees paid for securing approval of authorities having jurisdiction over the project, such as application, variance request if required, and building permit fees.
- ☐ Costs of reproduction
- ☐ Travel Expenses (including, but not limited to mileage, car rental, airplane tickets, taxi, train tickets, lodging, and any other out-of-town expenses.)
- ☐ Postage & handling

A retainer in the amount of \$10,000.00 is due as we begin work on the project. This retainer will be held during the project, and will deducted from the final invoices.

The balance of the fee under this proposal will be due before the final drawings are released for submission.

Proposal – Medicgro Organics, LLC

May 11, 2015

Page 4

I sincerely believe that we can give your project the personal attention it deserves. We look forward to being granted the opportunity to assist you with your new greenhouse building.

Due to the aggressive schedule of this schedule, please indicate your acceptance of this proposal no later than noon, Tuesday, May 12, 2015, by signing and emailing or faxing one copy along with the specified retainer to this office. If you wish, the retainer may be paid using credit card or any other method we agree upon.

If you have any questions regarding this proposal or wish to discuss any items contained herein, please do not hesitate to call me.

Sincerely,

Elvin R. Engel, AIA

Elvin R. Engel, AIA

ERE/dds

Acceptance of Proposal:

Signature

Title

Print Name

Date



Cornach Murrilhy
President
Medigro Organics, LLC
317 South Little Tor Road
New City, NY 10956

Our File No.: 15545.00001
Federal Tax ID [REDACTED]

Dear Mr. Murrilhy:

This Letter Agreement ("Agreement") confirms our understanding concerning Wilson Elser Moskowitz Edelman & Dicker LLP ("Wilson Elser") serving as Government Affairs Counsel in New York State and New York City to Medigro Organics ("Medigro") commencing on March 10, 2015 and continuing on a month-to-month basis. Services within the scope of this Agreement are included on page three.

The fee for these services will be \$15,000.00 (Fifteen Thousand Dollars) per month plus actual expenses. Given that that New York State Department of Health regulations pertaining to this issue indicate that the five licenses will not be awarded on a regional basis, Wilson Elser will not represent any client that may be competing with Medigro. In addition, Wilson Elser will notify Medigro immediately of any potential conflict of interest between Medigro and the interests of any other clients represented by Wilson Elser. If a potential conflict arises that cannot be resolved, either party reserves the right to terminate this Agreement.

Medigro will be responsible for payment of any disbursements that our firm may incur in connection with the scope of our representation, such as expenses for overnight mailing, long-distance telephone calls, photocopying, filing fees, meals, messenger service, travel, or other expenses incurred as a sole and direct result of our representation to you. Such disbursements and expenses may be included on our regular invoice or submitted separately.

Wilson Elser will submit invoices for services rendered on a monthly basis. These bills will also reflect the past balance due to us or any credit existing in the client's account. We reserve the right to withdraw as counsel and terminate our representation if any bill remains outstanding for more than thirty (30) days.

Payment can be made by check payable to "Wilson, Elser, Moskowitz, Edelman & Dicker LLP" referencing the invoice number and Client/Matter number on the face of the check and mailing the check to the Accounts Receivable, Wilson, Elser, Moskowitz, Edelman & Dicker LLP, 677 Broadway, Albany, NY 12207.

Alternatively, wire payment can be made to the account of Wilson, Elser, Moskowitz ACH, Account Number [REDACTED] (ABA Number [REDACTED] & Swift code # [REDACTED]). For proper crediting, please reference the invoice number and Client/Matter number. Also, please make sure that when

677 Broadway • Albany, NY 12207-2996 • p 518.449.8893 • f 518.449.8927

Albany • Baltimore • Boston • Chicago • Connecticut • Dallas • Denver • Garden City • Houston • Las Vegas • London • Los Angeles • Louisville • Mexico
Miami • New Jersey • New York • Orlando • Philadelphia • San Diego • San Francisco • Washington, DC • West Palm Beach • White Plains
Atlanta • Berlin • Cologne • Frankfurt • Munich • Paris

wilsonelser.com

payment is remitted, you send a remittance advice to the following three email addresses so we can have the payment applied: jeffrey.victor@wilsonelser.com, jennifer.connor@wilsonelser.com and denise.lebrecht@wilsonelser.com.

In accordance with the New York State Lobbying Act, we are required to register with the Joint Commission on Public Ethics and the Office of the New York City Clerk. As a client retaining a lobbyist, you will be required to file Client Semi-Annual Reports with the Joint Commission on Public Ethics on each July 15th and January 15th during the life of the contract. Furthermore, you will be required to electronically file a Client Annual Report with the New York City Clerk's Office on each January 15th during the life of the contract. Wilson Elser will provide information and guidance to assist you in completing the required reports at no additional cost. As a client retaining a lobbyist you are prohibited from giving gifts, including but not limited to meals, travel, golf, etc. to public officials.

Furthermore, we must have a signed Agreement before we can lobby on your behalf.

If the terms of this Agreement are acceptable, please sign where indicated and return the original to us. A copy of this Agreement will be filed with the Joint Commission on Public Ethics and the Office of the New York City Clerk.

Very truly yours,

Wilson Elser Moskowitz Edelman & Dicker LLP

BY: 
Stacey Rowland

ACCEPTED BY:

Name: 

Signature: 

Services within the scope of this Agreement shall include:

- Legislative advocacy encompassing presentation of your views to the Legislative and Executive Branches of State government
- Review and analysis of all State legislation of potential impact
- Preparation of affirmative legislation
- Preparation of memoranda supporting or opposing legislation
- Attendance at public hearings, committee meetings, and other related activities to insure that legislators are aware of your views and informed of the impact of legislation affecting your interests
- Preparation of regular reports advising of current status of pending legislation
- Discussions and recommendations regarding an affirmative legislative program
- Conferences with you or your representatives as necessary
- Assist on issues at local government level



Cornach Murrilhy
President
Medigro Organics, LLC
1978 Route 300
Town of Newburgh, NY 12250

Our File No.: 15545.00001

Federal Tax ID: [REDACTED]

Dear Mr. Murrilhy:

This Letter Agreement ("Agreement") shall serve as an Amendment to our existing Government Affairs Agreement concerning Wilson Elser Moskowitz Edelman & Dicker LLP ("Wilson Elser") serving as Government Affairs Counsel to Medigro Organics, LLC ("Medigro") to include services before Local Governments, effective May 5, 2015.

All other terms and conditions set forth in the original agreement dated March 10, 2015 shall remain in full force and effect.

In accordance with the New York State Lobbying Act, we are required to register with the Joint Commission on Public Ethics. As a client retaining a lobbyist, you will be required to file Client Semi-Annual Reports with the Joint Commission on Public Ethics on July 15, 2015 and January 15, 2016. Additionally, you will also be required to electronically file a Client Annual Report with the Office of the New York City Clerk on January 15, 2016. Wilson Elser will provide information and guidance to assist you in completing the required reports at no additional cost. As a client retaining a lobbyist you are prohibited from giving gifts, including but not limited to meals, travel, golf, etc. to public officials.

If the terms of this Agreement are acceptable, please sign where indicated and return the original to us. A copy of this Agreement will be filed with the Joint Commission on Public Ethics.

Very truly yours,

Wilson Elser Moskowitz Edelman & Dicker LLC

BY: _____

Stacey Rowland

ACCEPTED BY: _____

Name: _____

Signature: _____

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Miami • New Jersey • New York • Orlando • Philadelphia • San Diego • San Francisco • Washington, DC • West Palm Beach • White Plains
Affiliates: Berlin • Cologne • Frankfurt • Munich • Paris

wilsonelser.com

DONALD S. TRACY

Attorney at Law

317 Little Tor Road South
New City, New York 10956

(845) 634-6404

FAX: (845) 634-6538

E-Mail: [REDACTED]

June 1, 2015

Medigro Organics, LLC
1978 Route 300
Newburgh, New York 12550

Re: Letter of Engagement


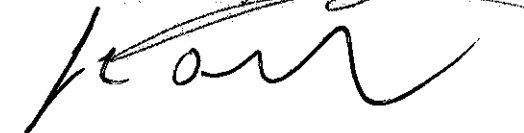
Dear Mr. O'Sullivan:

You have asked me to assist you in legal matters concerning the application of Medigro Organics, LLC for a license to manufacture and dispense medical marijuana under the Compassionate Care Act. My involvement in this matter will involve the preparation of various leases and my opinion that the property is properly zoned and such other matters as you may request of me.

My fee for this matter will be an initial retainer check of \$5,000.00 which will be billed against at the rate of \$450.00 per hour. There will be a monthly accounting mailed to Medigro Organics indicating the status of the retainer agreement.

I wish to thank you in advance for permitting this office to be of service to you in this matter. Receipt of the retainer check is hereby acknowledged.

Very truly yours,


Donald S. Tracy


DST:sc



Manufacturing Facility – Newburgh

Page 1

- ❖ Appendix B: Architectural Program
- ❖ Construction timeline
- ❖ Site Plan
- ❖ Schematic architectural and engineering design drawings
- ❖ Outline specifications for the type of construction proposed: Including a description of energy sources, type and location of engineering systems proposed for heating, cooling, ventilation and electrical distribution, water supply and sewage
- ❖ Security plans
- ❖ Detailed floor plans

Manufacturing Facility – Syracuse (Cicero)

Page 53

- ❖ Appendix B: Architectural Program
- ❖ Construction timeline
- ❖ Site Plan
- ❖ Schematic architectural and engineering design drawings
- ❖ Outline specifications for the type of construction proposed: Including a description of energy sources, type and location of engineering systems proposed for heating, cooling, ventilation and electrical distribution, water supply and sewage
- ❖ Security plans
- ❖ Detailed floor plans

Dispensing Facility – Syracuse (Cicero)

Page 74

- ❖ Appendix B: Architectural Program
- ❖ Construction timeline
- ❖ Site Plan
- ❖ Schematic architectural and engineering design drawings
- ❖ Outline specifications for the type of construction proposed: Including a description of energy sources, type and location of engineering systems proposed for heating, cooling, ventilation and electrical distribution, water supply and sewage
- ❖ Security plans
- ❖ Detailed floor plans

Dispensing Facility – Manhattan

Page 91

- ❖ Appendix B: Architectural Program
- ❖ Construction timeline
- ❖ Site Plan
- ❖ Schematic architectural and engineering design drawings
- ❖ Outline specifications for the type of construction proposed: Including a description of energy sources, type and location of engineering systems proposed for heating, cooling, ventilation and electrical distribution, water supply and sewage
- ❖ Security plans
- ❖ Detailed floor plans

Dispensing Facility – Albany

Page 108

- ❖ Appendix B: Architectural Program
- ❖ Construction timeline
- ❖ Site Plan
- ❖ Schematic architectural and engineering design drawings
- ❖ Outline specifications for the type of construction proposed: Including a description of energy sources, type and location of engineering systems proposed for heating, cooling, ventilation and electrical distribution, water supply and sewage
- ❖ Security plans
- ❖ Detailed floor plans

Dispensing Facility – Congers

Page 125

- ❖ Appendix B: Architectural Program
- ❖ Construction timeline
- ❖ Site Plan
- ❖ Schematic architectural and engineering design drawings
- ❖ Outline specifications for the type of construction proposed: Including a description of energy sources, type and location of engineering systems proposed for heating, cooling, ventilation and electrical distribution, water supply and sewage
- ❖ Security plans
- ❖ Detailed floor plans

Dispensing Facility Layout – Prototype

Page 140

Material Safety Data Sheets – Both Manufacturing Facilities

Page 146



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: Medigro Organics LLC
Facility Type: Manufacturing Facility ☒ Dispensing Facility ☐
Use and Occupancy Classification: S-2 with accessory use of B and F-1
Building Construction Type and Classification: 2b construction (unprotected non-combustible)
Facility Address: 1978 Route 300 Newburgh, NY 12550
Primary Contact Telephone number: 914-447-1363
Primary Contact Fax number: 845-268-3200

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 checked="" type="checkbox"/> | BUILDING PERMIT |
| <input type="checkbox"/> | BIDDING PHASE |
| <input type="checkbox"/> | CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) |
| <input checked="" type="checkbox"/> | COMMENCEMENT OF CONSTRUCTION |
| <input checked="" type="checkbox"/> | COMPLETION OF CONSTRUCTION |



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input checked="" type="checkbox"/> Percentage of Green Space |
| <input checked="" type="checkbox"/> Staff Parking Spaces | <input checked="" type="checkbox"/> Location of Emergency Power Systems |
| <input checked="" type="checkbox"/> Accessible Parking Spaces | <input checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input checked="" type="checkbox"/> Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

Energy Source:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input checked="" type="checkbox"/> Other | SEE ATTACHED ALL |

Engineering Systems:

- ☒ Heating System: Type nat. gas, Size 3500 cfh, Efficiency 92%,
Ventilation Requirements 20% per mech code 403.3.
- ☒ Cooling System: Type Dx, Size 180 MSH, Efficiency 13.0 seer,
Ventilation Requirements 20% per mech code 403.3
- ☒ Ventilation & Humidification Systems:
Type exh. fans, Size 16x 1.5 HP, Efficiency 80%,
Ventilation Requirements 1 air change/hr
- ☒ Electrical Distribution Available 2000 A, 480 VAC - 3 phase
- ☒ Water Supply: Municipal Water Service _____ or Private Well Water 200 GPD
- ☒ Sewage: Municipal Sewer System _____ or Private Septic System 200 GPD
- ☒ Emergency Power System:
Type diesel, Size 1825 kVA, Efficiency 82%+



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

<input checked="" type="checkbox"/>	2010 BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	2010 FIRE CODE OF NYS
<input checked="" type="checkbox"/>	2010 PLUMBING CODE OF NYS
<input checked="" type="checkbox"/>	2010 MECHANICAL CODE OF NYS
<input checked="" type="checkbox"/>	2010 FUEL GAS CODE OF NYS
<input type="checkbox"/>	2010 PROPERTY MAINTENANCE CODE OF NYS
<input checked="" type="checkbox"/>	2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
<input type="checkbox"/>	2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	1968 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>	OTHER




Appendix B – Architectural Program

Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	<input checked="" type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input checked="" type="checkbox"/> Chapter 13. Performance Compliance Method
	Select Work Involved: Check all that apply.	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input type="checkbox"/> Asbestos Abatement/Environmental <input type="checkbox"/> Fire Alarm	<input checked="" type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical

CODE COMPLIANCE REVIEW						
Applicant shall provide all applicable information in regards to the code topic and section listed below. 1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code. 2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted 3. Provide your facilities "Actual" value for each required standard as per applicable code section.						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312	508.2	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	S-2: growing & cultivation,* B: offices, F-1: processing, S-1: shipping & waste mgmt	S-2 & B are primary uses, accessory uses S-1 & F-1* (*always means see attachd)



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.	reqts for high-piled or concealed combust. stor.	N/A - no concealed stor., all combustibles under 12' above floor
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.	control area for hazardous materials	limited quantities of materials - entire building serves as control area w/o sprinkler
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	provide quantities & MSDS	complies - see attached* part IV #4 
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).	1 story, 55' high, 23,000 for B per 503 +75% for open perim = 40,250 sf*	1 story, 22'-10" to ridge 38,921 s.f.
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	identify special occupancies	N/A - no such areas



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).	Required for H, I, R occupancies	N/A for this building - classed as B & S-2
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).	Separation required for H, I, R occupancies	N/A for this building - classed as B & S-2
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).	Required when separated occupancies	N/A for this building - classed as B & S-2
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	2B	2B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	No fire-rated construction reqd. for roof, walls, floors, or any other construction	No fire-rated construction provided



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	Required when <30' distance	N/A- over 30' to property line
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Required when <30' distance	N/A - no other buildings on site
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	Required when building does not meet table 503 building area w/ mods	N/A - building area meets code reqts
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Conform to rating & construction where reqd.	N/A - no fire barriers reqd.
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	Required for shafts	N/A - no shafts as 1 story
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	Required for corridors and at dwelling unit separations	N/A - no corridors



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No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Required for horizontal assemblies	N/A - 1 story
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.	Not required for S-2 occupancy	N/A - not required
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Required for stoves & special areas	N/A - no stoves or special areas
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Required for floors over 30'	N/A - 1 story
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	Required for multiple stories and over 500 occupants	N/A - 1 story, actual 36 occupants (incl 8 visitors), 186 people per s.f. basis



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.	Required at certain H occupancies	N/A - no H occupancies
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Reqd for sprinklered buildings	N/A - no sprinkler system
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.	All 32" clear, no swing w/ exit due low occupancy, fire-rated @ rated walls	All 36" & 6.7' hi metal doors, swings per plans, no fire-rated doors reqd, closers on ext.
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.	100sf ea in B & F-1, 300 sf in growing, 500sf ea in S-1	36 actual, 186 based on s.f. - see attached* part IV #26
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	81 headhs occup x 0.2" = 16.2", 105 growing = 21"	36" min at all paths & doors
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.	2 accessible means	4 provided - main entry, break room, and two on front walls of growing houses



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	32" clear, swinging	all doors min 36"
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	N/A	N/A - 1 story
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.	N/A	N/A - no changes in elevation
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.	100' for B & S under 30 occup, 75' for F	all under 100' - worst case 63' at shipping - refer to plans
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	1 door per space for low occupant spaces except where travel distance reqs.	Due dist. 2nd exits at growing houses, aisle, cultivation - refer to plans.
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1 hr required	N/A - no corridors



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).	N/A	N/A - no corridors
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	N/A	N/A - no corridors
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 exits from spaces over 75' in egress distance	Due dist. 2nd exits at growing houses, aisle, cultivation.
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A	N/A - 1 story
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	N/A	N/A - no exit passageways
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A - no horizontal exits



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/A	N/A - no exterior ramps or stairs
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Direct to exterior, and leading to public way	Complies
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.	To be fully accessible per sections	Full access incl parking, routes, restrooms, doors, controls, etc.
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).	Using performance compliance, not prescriptive	See attached* part IV #44
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Lists required building types	Not required but system to be provide - refer to part III
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.	Required for high rise	N/A - 1 story



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	Based on 30 occupants	Complies: 1 wc & 1 lav per ea gender, 1 water ftn, 1 jan
48	Available Street Water Pressure			Provide the available street or well water pressure.	For sprinkler system	N/A - no sprinkler
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.	Fire access road within 150' of all portions of ext. wall	Complies



Attachment to NYS D.O.H. – Medical Marijuana Program, Appendix B – Architectural Program – Newburgh Facility

Part I - Timeline

The architectural program and construction timeline is based on the following dates:

1. Building Permit- July 10, 2015
2. Contract Award per Contractor (list each contractor) June 30 – July 10, 2015
 - a. Excavator - awarded
 - b. Security Fence– awarded
 - c. Security Booth– awarded
 - d. Landscaper -awarded
 - e. Greenhouse Erector -awarded
 - f. Concrete Slab - awarded
 - g. Electrical -July 10, 2015
 - h. Plumbing- July 10, 2015
 - i. HVAC- July 10, 2015
 - j. Security Cameras- July 10, 2015
 - k. Growing Equipment Installation- July 10, 2015
 - l. Interior Framing- July 10, 2015
 - m. Insulation and Drywall -July 10, 2015
 - n. Painter- July 10, 2015
 - o. Acoustical Ceiling July 10, 2015
3. Construction July 6 – Dec. 15, 2015
 - a. Rough Grade and Building Pad July 6-10, 2015
 - b. Security Fence and Booth July 6-10, 2015
 - c. Greenhouse June 8 – Dec. 15, 2015
 - i. Greenhouse Parts Ordered June 8, 2015
 - ii. Footings and Column Stub Installation July 13-15, 2015
 - iii. Under Slab Rough-Ins July 20-24, 2015
 - iv. Concrete Floor Slab July 27-31, 2015
 - v. Exterior Walls and Roof August 7 – Dec.15, 2015
 - d. Fit-out Nov. 16 – Dec. 15, 2015
 - i. Interior Framing Nov. 16-20, 2015
 - ii. MEP Rough-Ins Nov. 23 – Dec. 4, 2015
 - iii. Finishes Dec. 7-11, 2015
 - iv. Fixture Installation Dec. 14-16, 2015
 - v. Growing Equipment Installation Dec. 7-11, 2015
 - e. Final Site Grade Nov. 2-6, 2015

Medigro Organics, LLC

1 of 4

Part II – Site Plan

The following is a general description of the site plan. Refer to the actual drawings for details.

- There is a single entrance drive from North Plank Road.
- There are 8 parking spaces serving visitors, plus 2 handicapped access spaces. The number exceeds the local requirement.
- There are 28 parking spaces for the staff, which meets the zoning requirements.
- There are 2 accessible parking spaces (one normal and one van), which meets the code requirement for the number of total spaces required.
- The accessible parking space has an accessible route to the main entrance, including a firm, even surface with proper slopes in each direction.
- The entrance drive is being widened to accommodate fire apparatus, and there is adequate space around the parking lot. In addition, there is a 30' clear open area between the building and the inner fence for fire fighting.
- The percentage of green space is 89%, which exceeds local ordinances. The full breakdown of the 2,554,835 s.f. (58.65 ac) site is as follows:

2,293,654 s.f. green area (89%)	185,667 s.f. drive & parking
2,334 s.f. existing buildings	38,921 s.f. proposed building w/ vent. Area
34,259 s.f. existing ponds	
- The emergency power generator, located on the southeast corner of the building, is clearly visible to arriving firefighters. The generator is located within the inner fence, but 30' clear of the building
- There is an enclosed shipping/receiving room that accommodates large box trucks.
- Site access is limited by a rolling gate and security booth near North Plank Road. The building area is enclosed by a double fence. The outer fence is 5' high chain link; located 5' off the inner fence. The inner fence is 10' high and topped with 5-strand barbed wire and security sensors. The inner fence is located a minimum of 30' from the building (for fire fighting). The outer fence helps to prevent false alarms due to wildlife. Access thru these fences is either through a pedestrian portal with full biometric scan or a rolling gate to allow truck traffic to the shipping/receiving room, the dumpsters, and the l.p. tanks.

Part III – Energy Sources & Engineering Systems

Additional details regards the energy sources and engineering systems as follows:

- Natural gas is available at 2 PSIC
- A biomass system using waste material assists with water heating.

Part IV – Building Code Compliance

1. The building totals 38,921 s.f., occupied as follows:

S-2	33,747 s.f.	
B	5,174 s.f.	
F-1 (accessory)	745 s.f.	(2% of total)
S-1 (accessory)	1,545 s.f.	(4% of total)

Note that the S-2 classification for the agricultural area is based on discussions with the local code official.

4. MSDS information for the listed materials are at the end of this attachment.

The hazardous materials stored in a rated flammables cabinet in the extracting & processing room, are as follows:

1. Ethyl Alcohol 200 Proof	40L (10gal)
2. Isopropyl Alcohol	40L (10gal)

These alcohols are considered class IB flammable liquids, and table 307.1(1) allows for storage of up to 240 gallons in flammables cabinets.

The remainder of the hazardous materials, a total of 42 gallons, would be stored at various locations around the building. They are all either IIIA or IIIB combustible liquids, and table 307.1(1) allows for 330 gallons of the former, and 13,200 gallons of the latter.:

1. Azadirachtin	1 gal
2. Indole-3-butyric acid	1 gal
3. Insecticidal oils	2.5 gal
4. Neem oil	5 gal
5. Piperonyl butoxide	1 gal
6. Pyrethrins	1 gal
7. Quaternary ammonium salts	30 gal

Additional materials that do not constitute a fire-hazard, and are of no or standard toxicity (the latter limited to 500 gallons/pounds in the building) include:

1. Bacillus species (fungi control)	2.5 gal
2. Mono & di potassium salts of phosphorous acid	2.5 gal
3. Potassium bicarbonate	25 lbs
4. Sulfur	50 lbs
5. Hydrogen peroxide	10 gal

5. Table 503 lists 23,000 max building area for B, and 26,000 for S-1; so use 23,000.

Section 506.2 allows a 75% increase for open perimeter over 30', as follows:

$$\begin{aligned}\text{Increase for perim} &= [\text{open perim}/\text{full perim} - 0.25] \times \text{perim width}/30 \\ &= [(847'/847') - 0.25] \times 30/30 = (1 - 0.25) \times 1 = 0.75\end{aligned}$$

$$\begin{aligned}\text{Allowable area} &= \text{Tabular area} + \text{Perimeter Increase} + \text{Sprinkler Increase} \\ &= 23,000 + (0.75 \times 23,000) + 0 = 40,250 \text{ s.f. allowable}\end{aligned}$$

26. Actual occupant load: 36 total: 28 employees, 8 visitors

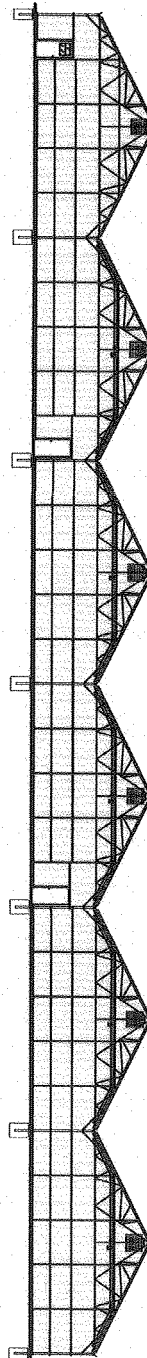
Egress occupant load: 186 people as follows:

Entrance	1 person per seat	4 (greater than reqd based on s.f.)
Conference	1 person per seat	12 (also greater than s.f.)
Rest of offices	1 person per 100 sf	9
Locker area	1 person per 50 sf	10
Processing area	1 person per 100 sf	7
Shipping & waste	1 person per 500 sf	3
Cultivation area	1 person per 300 sf	8
Growing areas	1 person per 300 sf	105

44. Due to the greenhouse, the prescriptive compliance method will not work for this project. The performance method, which allows for energy savings in other areas, in lieu of the building envelope, will be used.

for
MEDIGRO ORGANICS, LLC

JUNE 1, 2015





Engel Architects



[illegible]


SEAL		PROPOSED MANUFACTURING FACILITY FOR MEDIGRO ORGANICS, LLC 1978 Route 300 Newburgh, NY 12550		Engel Architects, LLC 1854 Lincoln Highway East Newburgh, NY 12550 (716) 382-8821, fax 382-7140		Page 19	
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		MANAGED BY D. ENGEL					
		DRAWN BY J. FREY					
		REVISIONS					
		DATE JUNE 1, 2010					
		DRAWING TITLE SITE PLAN					
SHEET NO. SP.1							

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

PROPOSED MANUFACTURING FACILITY FOR MEDIGRO ORGANICS, LLC 1978 Route 300 Newburgh, NY 12550		 Fengel Architects, LLC 1854 Lincoln Highway East Lancaster, PA 17602 (717) 392-2021, fax 392-7140	Page 20
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PROJECT NO. 12000			
MANAGED BY D. ENGEL			
DRAWN BY D. KULINA			
REVISIONS			
DATE JUNE 1, 2009			
DRAWING TITLE FLOOR PLAN & CODE INFO.			
SHEET NO. A0.1			

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

 <p>Fengel Architects 184 Lincoln Highway East Lancaster, PA 17602 (717) 299-0661, fax 299-7140</p>	
<p>PROPOSED MANUFACTURING FACILITY FOR MEDIGRO ORGANICS, LLC 1978 Route 300 Newburgh, NY 12550</p>	
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<p>PROJECT NO. 15070</p>	
<p>MANAGED BY D. ENGELL</p>	
<p>DRAWN BY D. KLEINA</p>	
<p>REVISIONS</p>	
<p>DATE JUNE 1, 2019</p>	
<p>DRAWING TITLE FLOOR PLAN</p>	
<p>SHEET NO. A1.1</p>	

Fengel Architects 1854 Lincoln Highway East Lancaster, PA 17602 (717) 298-0821, fax 326-7140		Page 22
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PROJECT NO. 12018		
MANAGED BY D. ENGEL		
DRAWN BY D. KILINA		
REVISIONS		
DATE JUNE 1, 2018		
DRAWING TITLE HEADHOUSE PLAN + R.R. DETAILS		
SHEET NO. A1.2		

Appendix B



A1.3
SHEET NO.
DATE 12/28/2018
PROJECT: MEDIGRO ORGANICS, LLC
FOUNDATION PLAN

PROJECT NO.
ISSUED BY
CHECKED BY
DATE
REVISIONS



PROPOSED MANUFACTURING FACILITY
FOR
MEDIGRO ORGANICS, LLC
1978 Route 300
Newburgh, NY 12550

Engel
Architects, LLC
1854 Lincoln Highway East
Lancaster, PA 17602
(717) 392-8021, fax 392-7140

SHEET NO. A2.1	DATE JUNE 1, 2008		PROPOSED MANUFACTURING FACILITY FOR MEDIGRO ORGANICS, LLC 1978 Route 300 Newburgh, NY 12550	 Engel Architects, LLC 1854 Lincoln Highway East Lancaster, PA 17602 (717) 392-5021, fax 392-7140	
	DATE JUNE 1, 2008				
PROJECT NO.					
DRAWN BY D. KELLY					
REVISIONS					

[illegible]

ROOM FINISH SCHEDULE									
ROOM NAME	FLOORS	BASE	WALLS	CEILING	CEILING HEIGHT	REMARKS			
	WALLS CORN. BASE CORN.	BASE WALLS	WALLS CORN. TIE	CEILING CORN. TIE	CEILING CORN. TIE				
MAIN ENTRANCE									
CORR. HALL									
SECURITY OFFICE									
DIRECTING OFFICE									
CONFERENCE ROOM									
UNION									
LOCKER ROOM									
STORAGE RSL									
JANITORY CLOSET									
WATER RSL									
SHOWER RFL 1									
SHOWER RFL 2									
INER HALL									
BREAK ROOM									
PROCESSING OFFICE									
GROUNDING OFFICE									
PRODUCTION OFFICE									
DYEING RFL									
GRINDING RFL									
EXTRACTION & PROCESSING									
PACKAGING RFL									
MATERIAL STORAGE RFL									
POSTCAGE STORAGE RFL									
CULTIVATION									
SHIPPING/RECEIVING									
WASTE MANAGEMENT									
GROUNDING HOUSES & ASSE									

DOOR SCHEDULE							
PROVIDER	DOOR NO.	TYPE	DOOR MATERIAL	WIDE	FRAME ALUM.	HOUR SET NO	REMARKS
GM PPR	100	C	INBL. GALV. HPI. OR ALUM.	3'-0"	ALUM.	1	CONTROLLED BY SEC. OFFICE
G.C.	101	B	B.C.	3'-0"	HPI.	3	CONTROLLED BY SEC. OFFICE
G.C.	102	C	B.C.	3'-0"	HPI.	4	
G.C.	103	C	B.C.	3'-0"	HPI.	4	
G.C.	104	C	B.C.	3'-0"	HPI.	0	
G.C.	105	B	B.C.	3'-0"	HPI.	6	
G.C.	106	C	B.C.	3'-0"	HPI.	3	
G.C.	107	B	B.C.	3'-0"	HPI.	9	
G.C.	108	B	HPI.	3'-0"	HPI.	0	
G.C.	109	B	HPI.	3'-0"	HPI.	6	
G.C.	110	B	HPI.	3'-0"	HPI.	4	
G.C.	11	B	GALV. HPI.	3'-0"	HPI.	0	
G.C.	12	B	GALV. HPI.	3'-0"	HPI.	6	
G.C.	13	C	B.C.	3'-0"	HPI.	9	
GM PPR	14	C	INBL. GALV. HPI. OR ALUM.	3'-0"	ALUM.	2	
G.C.	15	C	B.C.	3'-0"	HPI.	4	
G.C.	16	C	B.C.	3'-0"	HPI.	4	
G.C.	17	C	B.C.	3'-0"	HPI.	4	
G.C.	18	C	GALV. HPI.	3'-0"	HPI.	3	
G.C.	19	C	B.C.	3'-0"	HPI.	3	
G.C.	20	B	B.C.	3'-0"	HPI.	0	
DELETED	21					-	
G.C.	22	B	B.C.	3'-0"	HPI.	0	
G.C.	23	C	B.C.	3'-0"	HPI.	0	
G.C.	24	B	INBL. GALV. HPI.	(1) 3'-0"	HPI.	9	ELEC. OPER.
G.C.	25	B	INBL. GALV. HPI.	(2) 3'-0"	HPI.	9	ELEC. OPER.
G.C.	26	B	GALV. HPI.	(1) 3'-0"	HPI.	4	
G.C.	27	B	GALV. HPI.	3'-0"	HPI.	4	
G.C.	28	B	GALV. HPI.	3'-0"	HPI.	9	ELEC. OPER.
G.C.	29	C	B.C. OR GALV. HPI.	3'-0"	HPI.	9	
GM PPR	30	B	INBL. GALV. HPI. OR ALUM.	3'-0"	ALUM.	1	
GM PPR	31	A	INBL. GALV. HPI. OR ALUM.	(1) 3'-0"	ALUM.	9	ELEC. OPER.
GM PPR	32	A	INBL. GALV. HPI. OR ALUM.	3'-0"	ALUM.	2	
GM PPR	33	B	INBL. GALV. HPI. OR ALUM.	(2) 3'-0"	ALUM.	1	ELEC. OPER.
GM PPR	34	B	INBL. GALV. HPI. OR ALUM.	(1) 3'-0"	ALUM.	1	ELEC. OPER.
GM PPR	35	B	INBL. GALV. HPI. OR ALUM.	(2) 3'-0"	ALUM.	1	ELEC. OPER.
GM PPR	36	B	INBL. GALV. HPI. OR ALUM.	(1) 3'-0"	ALUM.	1	ELEC. OPER.
GM PPR	37	B	INBL. GALV. HPI. OR ALUM.	(2) 3'-0"	ALUM.	1	ELEC. OPER.
GM PPR	38	A	INBL. GALV. HPI. OR ALUM.	3'-0"	ALUM.	2	ELEC. OPER.
GM PPR	39	B	INBL. GALV. HPI. OR ALUM.	3'-0"	ALUM.	2	ELEC. OPER.
GM PPR	40	B	INBL. GALV. HPI. OR ALUM.	3'-0"	ALUM.	2	ELEC. OPER.

THESE NOTES APPLY TO ALL DOORS.

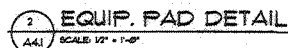
1. ALL H₁ FRAMES TO BE 3" B₁ WIDE x 2" THICK. ALL DOORS TO BE 1'6" 6'-6" H
2. EXT. DOORS TO HAVE 1/2" S₁ GLASS, BOTH PAINED CLEAR TEMPERED.
3. INT. DOORS TO HAVE 3/4" S₁ TEMPERED GLASS.
4. COMPLY WITH S₁ (S₁ DOOR) DOOR INSTITUTE QUALITY STANDARDS FOR DOORS & FRAMES.
5. H₁ DOORS TO BE 1/2" GA. INT. 1/4" GA. EXT. H₁ FRAMES TO BE 1/2" GA. INT. 1/4" GA. EXT.
6. REINFR. DOORS & FRAMES AS REQD FOR ALL H₁ DOORS.
7. H₁ DOORS AND FRAMES BY G.C. TO BE CERO, CARRIER, STEELCOR, OR APVD. EQ.




1. ALL DOOR HARDWARE INDICATED IN HARDWARE SCHEDULE TO CONFORM W/ REGS. FOR DESIGN, GRACE, FUNCTION, FINISH AND OTHER QUALITIES INDICATED IN THESE HARDWARE NOTES.
2. ALL HARDWARE TO MEET STANDARD COMMERCIAL REGS. W/ 360° FINISH LOCK.
3. ALL HARDWARE TO CONFORM W/ ACCESS REGS. OF NYSDC & ICC W/ 2" INCL. LIPPER NOSE & GLASS RAIL.
4. ALL H/P FINISHES BY G.C. NOT RECEIVING WEATHERSTRIPPING TO HAVE ALUMINUM IS PER SINGLE, 3" PER DOUBLE.
5. EXT. DOOR HINGES TO BE NON-RECURS AND HAVE NON-RECURS PIN.
6. CLOSERS TO BE CLIM-TITE AT EXT. DOORS AND AT INT. DOOR W/ STOP. ADJUST ALL CLOSERS TO MEET ACCESS REGS.
7. MEET ALL LOOKS PER CLIENTS REGS.
8. CONFORM W/ ALL GUIDELINES FOR LOCK & INSTALL PER PPR. INSTRUCTIONS.
9. DOOR, WORK AS REQ. DETAIL DOOR PROVIDER, SECURITY CO. & E.C.

INDS	STANDARD	ALUMINUM TIE
HANGER	HANGER 5-ANGLE PLATE NORTH (4" X 4")	STANDARD, 1/2"
LEVER LOCKS AND DEADLOCKS	SCHLAGE AL-SERVO 5000 (INTERCHANGEABLE CODES)	BEST "X" SERIES CORRUSSEBORN CLASSED
CLOSERS	DOUGLAS TRAP SERIES AND COMP. PLANT	1/2" NAIL 1/2" 3000 HANGER 1/2"
PUSH & PULL PLATE	DOUGLAS 1/2" SERVO	1/2"
STOPS	ELTIN JORDAN 500 BALL STOP & HOOK	HANGER RODWOOD TRIPLO, 1/2"
KICK PLATES	RODWOOD 3/4" X 2" L DIAL	1/2", HANGER, TRIPLO
ARMCHAIR, WHEELS	FERRO 3/4" 3/4" 1/2"	REIN, MAGNET, 1/2"

<u>NET #</u>	(MAIN ENTRY)	<u>NET #</u>	(OBLI. BLK. ASSEST.)
<u>NET #</u>	HOOED PASSAGE LEVER BLK. LOCKED THRESHOLD SEAT-ENTRY KCT	<u>NET #</u>	HOOED/BLK OBLI. BLK. LOCK KCT PASS. PLATE BLK. LOCKED BLK. LOCKED/SHEN
<u>NET #</u>	(ENT ONLY DOORS)	<u>NET #</u>	SEAT-ENTRY KCT
<u>NET #</u>	HOOED ALARMED EXT-ONLY PANE DOOR EXT. HOSE THRESHOLD SEAT-ENTRY KCT	<u>NET #</u>	HOOED PRIVACY LOCKSET SALL STOP
<u>NET #</u>	(DOORS)	<u>NET #</u>	(CORRIDOR)
<u>NET #</u>	HOOED PASSAGE LEVER BLK. LOCKED SEAT-ENTRY KCT DOOR RESEP (DR HS ONLY) SEAT-ENTY KCT (DR HS ONLY)	<u>NET #</u>	HOOED/BLK PASS. PLATE PASS. PLATE BLK. LOCKED/SHEN
<u>NET #</u>	(OFFICE STORAGE)	<u>NET #</u>	(PASSAGE)
<u>NET #</u>	HOOED PASSAGE LEVER BLK. LOCKED SALL STOP CHNGE SERRAC	<u>NET #</u>	HOOED PASSAGE LEVER SALL STOP
		<u>NET #</u>	(OBLI. BLK.)
		<u>NET #</u>	HOOED PASS. PLATE PASS. HANDLE CLOSER HALL STOP
* * * FINAL TEST TCD.			




Fengel Architects 1854 Lincoln Highway East Newburgh, NY 12550 (717) 392-8021, fax 392-7149		PROPOSED MANUFACTURING FACILITY FOR Medigro Organics, LLC 1978 Route 300 Newburgh, NY 12550		SEAL 		THIS DRAWING IS THE PROPERTY OF FENGL ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF FENGL ARCHITECTS. ANY REPRODUCTION OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF FENGL ARCHITECTS IS PROHIBITED. THE USER OF THIS DRAWING AGREES TO HOLD FENGL ARCHITECTS HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY FENGL ARCHITECTS IN CONNECTION WITH THE WORK.		PROJECT NO. 15020 MANAGED BY B. MCUL DRAWN BY L. SALSAGARN REVISIONS		DATE JUNE 1, 2019 DRAWING TITLE OVERALL HVAC FLOOR PLAN SHEET NO. H1.1	
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Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

NO. 2.1	1.2015 ING TITLE DETAILS	SEAL OF THE STATE OF NEW YORK OFFICE OF THE CLERK OF THE SUPREME COURT JULY 1877	PROPOSED MANUFACTURING FACILITY FOR Medigro Organics, LLC 1978 Route 300 Newburgh, NY 12550	Engel Architects 1854 Lincoln Highway East Lancaster, PA 17602 (717) 892-8021, fax 362-7140	
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Redacted pursuant to N.Y. Public Officers Law, Art. 6

P.I.1	SHEET NO.	DATE JUNE 1, 2008	DRAWING TITLE GREENHOUSE FOR MEDIGRO ORGANICS, LLC	DESIGNED BY J. J. J.	CHECKED BY J. J. J.	APPROVED BY J. J. J.	REVISIONS	SEAL 	PROPOSED MANUFACTURING FACILITY FOR Medigro Organics, LLC 1978 Route 300 Newburgh, NY 12550	Engel Architects 1884 Lincoln Highway East Lancaster, PA 17602 (717)392-8021, fax 392-7140	Page 30



DATE	APR 1, 2019
ISSUED BY	ARCHITECT
PROJECT NO.	1978 ROUTE 300
CLIENT	MEDIGRO ORGANICS, LLC
LOCATION	1978 ROUTE 300
NEW YORK	NEW YORK
STATE	NEW YORK
COUNTY	SULLY
TOWNSHIP	NEW YORK
SECTION	NEW YORK
LOT	NEW YORK
BLK	NEW YORK
APR 1, 2019	ARCHITECT
PROJECT NO.	1978 ROUTE 300
CLIENT	MEDIGRO ORGANICS, LLC
LOCATION	1978 ROUTE 300
NEW YORK	NEW YORK
STATE	NEW YORK
COUNTY	SULLY
TOWNSHIP	NEW YORK
SECTION	NEW YORK
LOT	NEW YORK
BLK	NEW YORK





PROPOSED MANUFACTURING FACILITY
FOR
Medigro Organics, LLC
1978 Route 300
Newburgh, NY 12550

Engel
Architects
1854 Lincoln Highway East
Lancaster, PA 17602
(717) 392-8021, fax 392-7140



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

SHEET NO. P2.1	DRAWING TITLE CENTRAL PUMP NATURAL GAS DOMESTIC WATER	DATE JUNE 1, 2009		PROPOSED MANUFACTURING FACILITY FOR Medigro Organics, LLC 1978 Route 300 Newburgh, NY 12550	 Engel Architects 1854 Lincoln Highway East Lancaster, PA 17602 (717)392-8021, fax 392-7140	
		DESIGNED BY L. KAPLAN REVISIONS				



P2.2 Appendix B	DATE: 1/20/09		PROPOSED MANUFACTURING FACILITY FOR Medigro Organics, LLC 1978 Route 300 Newburgh, NY 12550	 Engel Architects 1854 Lincoln Highway East Lancaster, PA 17602 (717)392-8021, fax 392-7140	
	DRAWING TITLE: BUILDING ELEVATIONS PROPOSED WATER TOWER				
DRAWN BY: [REDACTED] CHECKED BY: [REDACTED] DESIGNED BY: [REDACTED] REVISIONS: [REDACTED]					

[illegible][illegible]



PLUMBING EQUIPMENT SCHEDULE									
NO.	TRADE NAME	UNIT	QUANTITY	DESCRIPTION	REMARKS				
HOSE, BIBB AND HYDRANT									
1	HOSE, 1/2"	100'	1	100' HOSE, 1/2" DIA., 10' COIL, 1/2" DIA. HOSE, 10' COIL	HOSE, 1/2" DIA., 10' COIL, 1/2" DIA. HOSE, 10' COIL				
2	HOSE, 3/4"	100'	1	100' HOSE, 3/4" DIA., 10' COIL, 3/4" DIA. HOSE, 10' COIL	HOSE, 3/4" DIA., 10' COIL, 3/4" DIA. HOSE, 10' COIL				
3	HOSE, 1"	100'	1	100' HOSE, 1" DIA., 10' COIL, 1" DIA. HOSE, 10' COIL	HOSE, 1" DIA., 10' COIL, 1" DIA. HOSE, 10' COIL				
4	HOSE, 1 1/2"	100'	1	100' HOSE, 1 1/2" DIA., 10' COIL, 1 1/2" DIA. HOSE, 10' COIL	HOSE, 1 1/2" DIA., 10' COIL, 1 1/2" DIA. HOSE, 10' COIL				
5	HOSE, 2"	100'	1	100' HOSE, 2" DIA., 10' COIL, 2" DIA. HOSE, 10' COIL	HOSE, 2" DIA., 10' COIL, 2" DIA. HOSE, 10' COIL				
6	HOSE, 2 1/2"	100'	1	100' HOSE, 2 1/2" DIA., 10' COIL, 2 1/2" DIA. HOSE, 10' COIL	HOSE, 2 1/2" DIA., 10' COIL, 2 1/2" DIA. HOSE, 10' COIL				
7	HOSE, 3"	100'	1	100' HOSE, 3" DIA., 10' COIL, 3" DIA. HOSE, 10' COIL	HOSE, 3" DIA., 10' COIL, 3" DIA. HOSE, 10' COIL				
8	HOSE, 3 1/2"	100'	1	100' HOSE, 3 1/2" DIA., 10' COIL, 3 1/2" DIA. HOSE, 10' COIL	HOSE, 3 1/2" DIA., 10' COIL, 3 1/2" DIA. HOSE, 10' COIL				
9	HOSE, 4"	100'	1	100' HOSE, 4" DIA., 10' COIL, 4" DIA. HOSE, 10' COIL	HOSE, 4" DIA., 10' COIL, 4" DIA. HOSE, 10' COIL				
10	HOSE, 4 1/2"	100'	1	100' HOSE, 4 1/2" DIA., 10' COIL, 4 1/2" DIA. HOSE, 10' COIL	HOSE, 4 1/2" DIA., 10' COIL, 4 1/2" DIA. HOSE, 10' COIL				
11	HOSE, 5"	100'	1	100' HOSE, 5" DIA., 10' COIL, 5" DIA. HOSE, 10' COIL	HOSE, 5" DIA., 10' COIL, 5" DIA. HOSE, 10' COIL				
12	HOSE, 5 1/2"	100'	1	100' HOSE, 5 1/2" DIA., 10' COIL, 5 1/2" DIA. HOSE, 10' COIL	HOSE, 5 1/2" DIA., 10' COIL, 5 1/2" DIA. HOSE, 10' COIL				
13	HOSE, 6"	100'	1	100' HOSE, 6" DIA., 10' COIL, 6" DIA. HOSE, 10' COIL	HOSE, 6" DIA., 10' COIL, 6" DIA. HOSE, 10' COIL				
14	HOSE, 6 1/2"	100'	1	100' HOSE, 6 1/2" DIA., 10' COIL, 6 1/2" DIA. HOSE, 10' COIL	HOSE, 6 1/2" DIA., 10' COIL, 6 1/2" DIA. HOSE, 10' COIL				
15	HOSE, 7"	100'	1	100' HOSE, 7" DIA., 10' COIL, 7" DIA. HOSE, 10' COIL	HOSE, 7" DIA., 10' COIL, 7" DIA. HOSE, 10' COIL				
16	HOSE, 7 1/2"	100'	1	100' HOSE, 7 1/2" DIA., 10' COIL, 7 1/2" DIA. HOSE, 10' COIL	HOSE, 7 1/2" DIA., 10' COIL, 7 1/2" DIA. HOSE, 10' COIL				
17	HOSE, 8"	100'	1	100' HOSE, 8" DIA., 10' COIL, 8" DIA. HOSE, 10' COIL	HOSE, 8" DIA., 10' COIL, 8" DIA. HOSE, 10' COIL				
18	HOSE, 8 1/2"	100'	1	100' HOSE, 8 1/2" DIA., 10' COIL, 8 1/2" DIA. HOSE, 10' COIL	HOSE, 8 1/2" DIA., 10' COIL, 8 1/2" DIA. HOSE, 10' COIL				
19	HOSE, 9"	100'	1	100' HOSE, 9" DIA., 10' COIL, 9" DIA. HOSE, 10' COIL	HOSE, 9" DIA., 10' COIL, 9" DIA. HOSE, 10' COIL				
20	HOSE, 9 1/2"	100'	1	100' HOSE, 9 1/2" DIA., 10' COIL, 9 1/2" DIA. HOSE, 10' COIL	HOSE, 9 1/2" DIA., 10' COIL, 9 1/2" DIA. HOSE, 10' COIL				
21	HOSE, 10"	100'	1	100' HOSE, 10" DIA., 10' COIL, 10" DIA. HOSE, 10' COIL	HOSE, 10" DIA., 10' COIL, 10" DIA. HOSE, 10' COIL				
22	HOSE, 10 1/2"	100'	1	100' HOSE, 10 1/2" DIA., 10' COIL, 10 1/2" DIA. HOSE, 10' COIL	HOSE, 10 1/2" DIA., 10' COIL, 10 1/2" DIA. HOSE, 10' COIL				
23	HOSE, 11"	100'	1	100' HOSE, 11" DIA., 10' COIL, 11" DIA. HOSE, 10' COIL	HOSE, 11" DIA., 10' COIL, 11" DIA. HOSE, 10' COIL				
24	HOSE, 11 1/2"	100'	1	100' HOSE, 11 1/2" DIA., 10' COIL, 11 1/2" DIA. HOSE, 10' COIL	HOSE, 11 1/2" DIA., 10' COIL, 11 1/2" DIA. HOSE, 10' COIL				
25	HOSE, 12"	100'	1	100' HOSE, 12" DIA., 10' COIL, 12" DIA. HOSE, 10' COIL	HOSE, 12" DIA., 10' COIL, 12" DIA. HOSE, 10' COIL				
26	HOSE, 12 1/2"	100'	1	100' HOSE, 12 1/2" DIA., 10' COIL, 12 1/2" DIA. HOSE, 10' COIL	HOSE, 12 1/2" DIA., 10' COIL, 12 1/2" DIA. HOSE, 10' COIL				
27	HOSE, 13"	100'	1	100' HOSE, 13" DIA., 10' COIL, 13" DIA. HOSE, 10' COIL	HOSE, 13" DIA., 10' COIL, 13" DIA. HOSE, 10' COIL				
28	HOSE, 13 1/2"	100'	1	100' HOSE, 13 1/2" DIA., 10' COIL, 13 1/2" DIA. HOSE, 10' COIL	HOSE, 13 1/2" DIA., 10' COIL, 13 1/2" DIA. HOSE, 10' COIL				
29	HOSE, 14"	100'	1	100' HOSE, 14" DIA., 10' COIL, 14" DIA. HOSE, 10' COIL	HOSE, 14" DIA., 10' COIL, 14" DIA. HOSE, 10' COIL				
30	HOSE, 14 1/2"	100'	1	100' HOSE, 14 1/2" DIA., 10' COIL, 14 1/2" DIA. HOSE, 10' COIL	HOSE, 14 1/2" DIA., 10' COIL, 14 1/2" DIA. HOSE, 10' COIL				
31	HOSE, 15"	100'	1	100' HOSE, 15" DIA., 10' COIL, 15" DIA. HOSE, 10' COIL	HOSE, 15" DIA., 10' COIL, 15" DIA. HOSE, 10' COIL				
32	HOSE, 15 1/2"	10							

DATE JUNE 1, 2009 DRAWING TITLE PROPOSED MANUFACTURING FACILITY FOR MEDIGRO ORGANICS, LLC SHEET NO. P4.1	DESIGNED BY L. SUTCLIFFE CHECKED BY L. SUTCLIFFE PROJECT NO. 1978 ROUTE 300 NEWBURGH, NY 12550		SEAL	PROPOSED MANUFACTURING FACILITY FOR Medigro Organics, LLC 1978 Route 300 Newburgh, NY 12550	 Engel Architects 1854 Lincoln Highway East Lancaster, PA 17602 (717)392-8021, fax 392-7140	



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

E1.1	SHEET NO.	DATE JUNE 1, 2009	DRAWING TITLE PROPOSED MANUFACTURING FACILITY LIGHTING PLAN	PROJECT NO.	DESIGNED BY B. L. COOK	DRAWN BY L. SHERIDAN	REVISIONS		SEAL	PROPOSED MANUFACTURING FACILITY FOR Medigro Organics, LLC 1978 Route 300 Newburgh, NY 12550	 Engel Architects 1854 Lincoln Highway East Lancaster, PA 17602 (717) 302-8021, fax 302-7140	

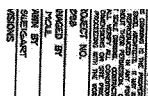
Redacted pursuant to N.Y. Public Officers Law, Art. 6

E1.2	SHEET NO.	DATE	DRAWING TITLE	PROPOSED MANUFACTURING FACILITY FOR Medigro Organics, LLC 1978 Route 300 Newburgh, NY 12550		DESIGNED BY	CHECKED BY	DRAWN BY	L. GREGORY	REVISIONS	SEAL	PROPOSED MANUFACTURING FACILITY FOR Medigro Organics, LLC 1978 Route 300 Newburgh, NY 12550	 1854 Lincoln Highway East Lancaster, PA 17602 (717) 392-0021, fax 392-7140		
		JUNE 1, 2009													
Appendix B															Page 37

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

<p>SHEET NO. E2.1</p> <p>DATE JUNE 1, 2009</p> <p>PROJECT PROPOSED MANUFACTURING FACILITY FOR MEDIGRO ORGANICS, LLC</p> <p>DRAWN BY B. HOLL</p> <p>REVISIONS</p>	<p>PROJECT NO.</p> <p>DESIGNED BY</p> <p>CHECKED BY</p> <p>APPROVED BY</p> <p>DATE</p> <p>SCALE</p> <p>NOTES</p> <p>THESE PLANS ARE THE PROPERTY OF ENGEL ARCHITECTS. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF ENGEL ARCHITECTS IS PROHIBITED. ANY VIOLATION OF THIS NOTICE SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ENGEL ARCHITECTS.</p> 	<p>PROPOSED MANUFACTURING FACILITY FOR Medigro Organics, LLC</p> <p>1978 Route 300 Newburgh, NY 12550</p>	 <p>1854 Lincoln Highway East Lancaster, PA 17602 (717)392-8021, fax 392-7140</p>	<p>Page 39</p>
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E
 E 1, 2015
 RING TITLE
 HOUSE CONTROL
 POWER PLAN
 ET NO.
 22.2



Engel Architects
1854 Lincoln Highway East
Lancaster, PA 17602
(717)392-8021, fax 392-7140

COMPONENT OF MAIN DISTRIBUTION BOARD

277/480V - 3 PHASE - 4 WIRE		FULLY RATED 48,000 A.I.C.		2000 AMP CU BUSS W/MAIN BREAKER		CU NEUTRAL & GROUND BARS		MOUNTING: FREESTANDING		LOCATION: GREENHOUSE AISLEWAY	
CIRCUIT		DESCRIPTION OF LOAD		BREAKERS/SLOT CONNS. & LOAD (VA)		TYPE NO.		CIRCUIT			
(2) SETS OF (4) 400 KCM CU & #3 CU GND IN 1/2" C	PANEL "HV15A"	VEGETATIVE HOUSE ENVIRONMENTAL CONTROL PANEL	1	1	2	100A/3P	45 KVA TRANSFORMER FOR PANEL "HV15A"	(4) #3 CU & #3 CU GND IN 1/2" C	2		
(2) SETS OF (4) 400 KCM CU & #3 CU GND IN 1/2" C			3	3	6	100A/3P	45 KVA TRANSFORMER FOR PANEL "HV15A"	(4) #3 CU & #3 CU GND IN 1/2" C	6		
(4) 350 KCM CU & #2 CU GND IN 1/2" C			7	7	8	250A/3P	FLOWERING HOUSE #3	(4) 350 KCM CU & #2 CU GND IN 1/2" C	8		
(4) 350 KCM CU & #2 CU GND IN 1/2" C			9	9	10	250A/3P	FLOWERING HOUSE #3	(4) 350 KCM CU & #2 CU GND IN 1/2" C	10		
(4) 350 KCM CU & #2 CU GND IN 1/2" C	FLOWERING HOUSE #1 ENVIRONMENTAL CONTROL PANEL	FLOWERING HOUSE #1 ENVIRONMENTAL CONTROL PANEL	11	11	12	250A/3P	FLOWERING HOUSE #4	(4) 350 KCM CU & #2 CU GND IN 1/2" C	12		
(4) 350 KCM CU & #2 CU GND IN 1/2" C			13	13	14	250A/3P	FLOWERING HOUSE #4	(4) 350 KCM CU & #2 CU GND IN 1/2" C	14		
(4) 350 KCM CU & #2 CU GND IN 1/2" C			15	15	16	250A/3P	FLOWERING HOUSE #4	(4) 350 KCM CU & #2 CU GND IN 1/2" C	16		
(4) 350 KCM CU & #2 CU GND IN 1/2" C			17	17	18	250A/3P	FLOWERING HOUSE #4	(4) 350 KCM CU & #2 CU GND IN 1/2" C	18		
(4) 350 KCM CU & #2 CU GND IN 1/2" C	FLOWERING HOUSE #2 ENVIRONMENTAL CONTROL PANEL	FLOWERING HOUSE #2 ENVIRONMENTAL CONTROL PANEL	19	19	20	100A/3P	SPARE	(4) 350 KCM CU & #2 CU GND IN 1/2" C	20		
(4) 350 KCM CU & #2 CU GND IN 1/2" C			21	21	22	100A/3P	SPARE	(4) 350 KCM CU & #2 CU GND IN 1/2" C	22		
(4) 350 KCM CU & #2 CU GND IN 1/2" C			23	23	24	100A/3P	SPARE	(4) 350 KCM CU & #2 CU GND IN 1/2" C	24		
(4) 350 KCM CU & #2 CU GND IN 1/2" C			25	25	26	20A/1P	STANDBY LIGHTING - VEGETATIVE HOUSE	(4) 350 KCM CU & #2 CU GND IN 1/2" C	26		
(2) #10 & #10 GND IN 1/2" C	STANDBY LIGHTING - VEGETATIVE HOUSE	STANDBY LIGHTING - VEGETATIVE HOUSE	27	27	28	20A/1P	STANDBY LIGHTING - VEGETATIVE HOUSE	(2) #10 & #10 GND IN 1/2" C	28		
(2) #10 & #10 GND IN 1/2" C			29	29	30	20A/1P	STANDBY LIGHTING - VEGETATIVE HOUSE	(2) #10 & #10 GND IN 1/2" C	30		
(2) #10 & #10 GND IN 1/2" C			31	31	32	20A/1P	STANDBY LIGHTING - VEGETATIVE HOUSE	(2) #10 & #10 GND IN 1/2" C	32		
(2) #10 & #10 GND IN 1/2" C			33	33	34	20A/1P	STANDBY LIGHTING - VEGETATIVE HOUSE	(2) #10 & #10 GND IN 1/2" C	34		
(2) #10 & #10 GND IN 1/2" C	STANDBY LIGHTING - FLOWERING HOUSE #2	STANDBY LIGHTING - FLOWERING HOUSE #2	35	35	36	20A/1P	STANDBY LIGHTING - FLOWERING HOUSE #2	(2) #10 & #10 GND IN 1/2" C	36		
(2) #10 & #10 GND IN 1/2" C			37	37	38	20A/1P	STANDBY LIGHTING - FLOWERING HOUSE #2	(2) #10 & #10 GND IN 1/2" C	38		
(2) #10 & #10 GND IN 1/2" C			39	39	40	20A/1P	STANDBY LIGHTING - FLOWERING HOUSE #2	(2) #10 & #10 GND IN 1/2" C	40		
(2) #10 & #10 GND IN 1/2" C			41	41	42	20A/1P	STANDBY LIGHTING - FLOWERING HOUSE #2	(2) #10 & #10 GND IN 1/2" C	42		
(2) #10 & #10 GND IN 1/2" C	WALL PACKS	WALL PACKS	43	43	44	20A/3P	WALL PACKS	(2) #10 & #10 GND IN 1/2" C	44		
(2) #10 & #10 GND IN 1/2" C			45	45	46	20A/3P	WALL PACKS	(2) #10 & #10 GND IN 1/2" C	46		
(2) #10 & #10 GND IN 1/2" C			47	47	48	20A/3P	WALL PACKS	(2) #10 & #10 GND IN 1/2" C	48		
(2) #10 & #10 GND IN 1/2" C			49	49	50	20A/3P	WALL PACKS	(2) #10 & #10 GND IN 1/2" C	50		
(2) #10 & #10 GND IN 1/2" C	SPACE	SPACE	51	51	52	20A/3P	SPACE	(2) #10 & #10 GND IN 1/2" C	52		
(2) #10 & #10 GND IN 1/2" C			53	53	54	20A/3P	SPACE	(2) #10 & #10 GND IN 1/2" C	54		
(2) #10 & #10 GND IN 1/2" C			55	55	56	20A/3P	SPACE	(2) #10 & #10 GND IN 1/2" C	56		
(2) #10 & #10 GND IN 1/2" C			57	57	58	20A/3P	SPACE	(2) #10 & #10 GND IN 1/2" C	58		

277/480V - 3 PHASE - 4 WIRE		FULLY RATED 18,000 A.I.C.		400 AMP CU BUSS W/MAIN BREAKER		CU NEUTRAL & GROUND BARS		MOUNTING: FLUSH		LOCATION: CULTIVATION ROOM	
CIRCUIT		DESCRIPTION OF LOAD		BREAKERS/SLOT CONNS. & LOAD (VA)		TYPE NO.		CIRCUIT			
(4) #3 CU & #3 CU GND IN 1/2" C	PANEL "HV15B"	VEGETATIVE HOUSE ENVIRONMENTAL CONTROL PANEL	1	1	2	100A/3P	45 KVA TRANSFORMER FOR PANEL "HV15B"	(4) #3 CU & #3 CU GND IN 1/2" C	2		
(4) #3 CU & #3 CU GND IN 1/2" C			3	3	6	100A/3P	45 KVA TRANSFORMER FOR PANEL "HV15B"	(4) #3 CU & #3 CU GND IN 1/2" C	6		
(4) #3 CU & #3 CU GND IN 1/2" C			7	7	8	250A/3P	FLOWERING HOUSE #3	(4) #3 CU & #3 CU GND IN 1/2" C	8		
(4) #3 CU & #3 CU GND IN 1/2" C			9	9	10	250A/3P	FLOWERING HOUSE #3	(4) #3 CU & #3 CU GND IN 1/2" C	10		
(4) #3 CU & #3 CU GND IN 1/2" C	FLOWERING HOUSE #1 ENVIRONMENTAL CONTROL PANEL	FLOWERING HOUSE #1 ENVIRONMENTAL CONTROL PANEL	11	11	12	250A/3P	FLOWERING HOUSE #4	(4) #3 CU & #3 CU GND IN 1/2" C	12		
(4) #3 CU & #3 CU GND IN 1/2" C			13	13	14	250A/3P	FLOWERING HOUSE #4	(4) #3 CU & #3 CU GND IN 1/2" C	14		
(4) #3 CU & #3 CU GND IN 1/2" C			15	15	16	250A/3P	FLOWERING HOUSE #4	(4) #3 CU & #3 CU GND IN 1/2" C	16		
(4) #3 CU & #3 CU GND IN 1/2" C			17	17	18	250A/3P	FLOWERING HOUSE #4	(4) #3 CU & #3 CU GND IN 1/2" C	18		
(4) #3 CU & #3 CU GND IN 1/2" C	FLOWERING HOUSE #2 ENVIRONMENTAL CONTROL PANEL	FLOWERING HOUSE #2 ENVIRONMENTAL CONTROL PANEL	19	19	20	100A/3P	SPARE	(4) #3 CU & #3 CU GND IN 1/2" C	20		
(4) #3 CU & #3 CU GND IN 1/2" C			21	21	22	100A/3P	SPARE	(4) #3 CU & #3 CU GND IN 1/2" C	22		
(4) #3 CU & #3 CU GND IN 1/2" C			23	23	24	100A/3P	SPARE	(4) #3 CU & #3 CU GND IN 1/2" C	24		
(4) #3 CU & #3 CU GND IN 1/2" C			25	25	26	20A/1P	STANDBY LIGHTING - VEGETATIVE HOUSE	(4) #3 CU & #3 CU GND IN 1/2" C	26		
(2) #10 & #10 GND IN 1/2" C	STANDBY LIGHTING - VEGETATIVE HOUSE	STANDBY LIGHTING - VEGETATIVE HOUSE	27	27	28	20A/1P	STANDBY LIGHTING - VEGETATIVE HOUSE	(2) #10 & #10 GND IN 1/2" C	28		
(2) #10 & #10 GND IN 1/2" C			29	29	30	20A/1P	STANDBY LIGHTING - VEGETATIVE HOUSE	(2) #10 & #10 GND IN 1/2" C	30		
(2) #10 & #10 GND IN 1/2" C			31	31	32	20A/1P	STANDBY LIGHTING - VEGETATIVE HOUSE	(2) #10 & #10 GND IN 1/2" C	32		
(2) #10 & #10 GND IN 1/2" C			33	33	34	20A/1P	STANDBY LIGHTING - VEGETATIVE HOUSE	(2) #10 & #10 GND IN 1/2" C	34		
(2) #10 & #10 GND IN 1/2" C	STANDBY LIGHTING - FLOWERING HOUSE #2	STANDBY LIGHTING - FLOWERING HOUSE #2	35	35	36	20A/1P	STANDBY LIGHTING - FLOWERING HOUSE #2	(2) #10 & #10 GND IN 1/2" C	36		
(2) #10 & #10 GND IN 1/2" C			37	37	38	20A/1P	STANDBY LIGHTING - FLOWERING HOUSE #2	(2) #10 & #10 GND IN 1/2" C	38		
(2) #10 & #10 GND IN 1/2" C			39	39	40	20A/1P	STANDBY LIGHTING - FLOWERING HOUSE #2	(2) #10 & #10 GND IN 1/2" C	40		
(2) #10 & #10 GND IN 1/2" C			41	41	42	20A/1P	STANDBY LIGHTING - FLOWERING HOUSE #2	(2) #10 & #10 GND IN 1/2" C	42		
(2) #10 & #10 GND IN 1/2" C	WALL PACKS	WALL PACKS	43	43	44	20A/3P	WALL PACKS	(2) #10 & #10 GND IN 1/2" C	44		
(2) #10 & #10 GND IN 1/2" C			45	45	46	20A/3P	WALL PACKS	(2) #10 & #10 GND IN 1/2" C	46		
(2) #10 & #10 GND IN 1/2" C			47	47	48	20A/3P	WALL PACKS	(2) #10 & #10 GND IN 1/2" C	48		
(2) #10 & #10 GND IN 1/2" C			49	49	50	20A/3P	WALL PACKS	(2) #10 & #10 GND IN 1/2" C	50		
(2) #10 & #10 GND IN 1/2" C	SPACE	SPACE	51	51	52	20A/3P	SPACE	(2) #10 & #10 GND IN 1/2" C	52		
(2) #10 & #10 GND IN 1/2" C			53	53	54	20A/3P	SPACE	(2) #10 & #10 GND IN 1/2" C	54		
(2) #10 & #10 GND IN 1/2" C			55	55	56	20A/3P	SPACE	(2) #10 & #10 GND IN 1/2" C	56		
(2) #10 & #10 GND IN 1/2" C			57	57	58	20A/3P	SPACE	(2) #10 & #10 GND IN 1/2" C	58		

Engel Architects, LLC
1054 Lincoln Road
Lincoln, PA 17002
(717) 999-2021, fax 382-1440

PROPOSED MANUFACTURING FACILITY
FOR
Medigro Organics, LLC
1978 Route 300
Newburgh, NY 12550



THIS DRAWING IS THE PROPERTY OF ENGEL ARCHITECTS, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF ENGEL ARCHITECTS, LLC. ANY VIOLATION OF THIS POLICY WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

PROJECT NO. 16009
DRAWN BY J. L. MCGUIRE
CHECKED BY J. L. MCGUIRE
REVISIONS


DATE: JAN 1, 2015
DRAWING TITLE: PANEL SCHEDULES
HIGH VOLTAGE

SHEET NO. **E3.1**

[illegible]

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

PROPOSED MANUFACTURING FACILITY
FOR
Medigro Organics, LLC
1978 Route 300
Newburgh, NY 12550



NOTED: THIS DRAWING IS THE PROPERTY OF L. SHIELDS-ARTY. IT IS NOT TO BE REPRODUCED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF L. SHIELDS-ARTY. ALL CONDITIONS OF CONTRACT ARE TO BE OBSERVED IN CONNECTION WITH THE WORK.

PROJECT NO.
04172

MANAGED BY
L. SHIELDS-ARTY


DRAWN BY
L. SHIELDS-ARTY

REVISIONS

DATE
JUNE 1, 2019
DRAWING TITLE
ONE-LINE DIAGRAM
SHEET NO.
E4.1

Engel Architects, LLC
1894 Lincoln Highway East
Newburgh, NY 12550
(717) 282-8021, fax 382-7140

Page 43
Appendix B

SECI.1	SHEET NO.	DATE	PROPOSED MANUFACTURING FACILITY FOR MEDIGRO ORGANICS, LLC 1978 Route 300 Newburgh, NY 12550	 1854 Lincoln Highway East Lancaster, PA 17602 (717)392-8021, fax 392-7140	Page 44
		DRAWING TITLE SITE SECURITY CITY PLAN			
REVISIONS		DESIGNED BY DANIEL J. L. SHERIDAN			
PROJECT NO.		REVISIONS			


ITC
NE 3, 2015
NAMING TITLE
CILITY SECURITY
ZTV PLAN
BET NO.
EC2.1


PROJECT NO. 296
UNAGED BY
MOL
OWN BY
GULICKART
VISIONS


PROPOSED MANUFACTURING FACILITY
FOR
Medigro Organics, LLC
1978 Route 300
Newburgh, NY 12550

Kengel
Architects
1854 Lincoln Highway East
Lancaster, PA 17602
(717)392-8021, fax 392-7140

DATE: 05/08/15 DRAWN: C. PENA CHECKED:		MEDIGRO ORGANICS, LLC WEST NYACK, NY (6) 42'-0" X 160'-0" VAIL STRUCTURES CAISSON LAYOUT		NEXUS GREENHOUSE CORPORATION NORTHGLENN, COLORADO 80533 (303) 457-9199		STRUCTURE ONLY	
SALESPERSON: J. WARDCHAUTER REVISED: 06/01/15				NEXUS 10081 LEROY DR. NORTHGLENN, COLORADO 80533			
SHEET # JOB # P30013							

<p>DATE 05/06/13 BY G. HEN CHECKED DATE 05/06/13 SHEET # 2 P30013</p>	<p>MEDIGRO ORGANICS, LLC WEST NYACK, NY (6) 42'-0" X 160'-0" VAIL STRUCTURES PLAN VIEW</p>	<p> NEXUS 10983 LEROY DR. NORTHGLENN, COLORADO 80233 (303)457-9199</p> <p>NEXUS GREENHOUSE CORPORATION</p>	<p>STRUCTURE ONLY</p>
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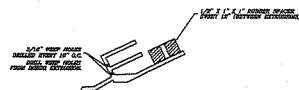
DATE: DRAWN: CHECKED: DESIGNED: SCALE: SHEET # 3 P30013	MEDIGRO ORGANICS, LLC WEST NYACK, NY (6) 42'-0" X 160'-0" VAIL STRUCTURES GABLE END & PARTITION ELEVATIONS	 10983 LEROY DR. NORTHGLENN, COLORADO 80233 (303) 457-9199	NEXUS GREENHOUSE CORPORATION	STRUCTURE ONLY

DATE: 2015 10/15 BY: J. W. SCHWARTZ CHECKED: J. W. SCHWARTZ DATE: 10/15/15 SHEET # 4 JOB # P30013	MEDIGRO ORGANICS, LLC WEST NYACK, NY (6) 42'-0" X 160'-0" VAIL STRUCTURES SIDE & PARTITION ELEVATIONS	 NEXUS GREENHOUSE CORPORATION 10953 LEROY DR. NORTHGLENN, COLORADO 80233 (303) 457-9199	STRUCTURE ONLY
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8 MM POLYCARBONATE COVERING DETAIL FOR A VAIL SYLE ROOF

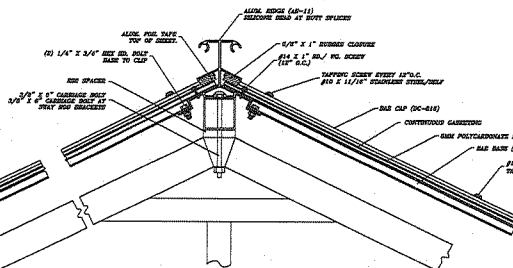
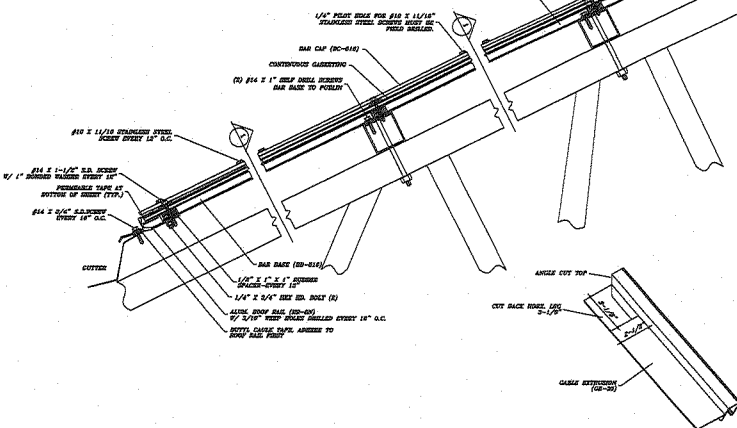
DATE:
DRAWN:
CHECKED:
SALTSPRISON:
REVISED:
CEP 9/24/87

SHEET #
JOB #

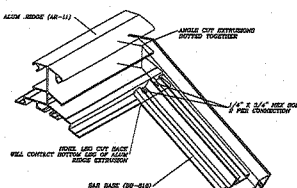


NOTE:
INSTALL ROOF RAIL AND RAIL CLAMPING
FROM INSIDE OF BUILDING. RAIL CLAMPING
SHOULD BE INSTALLED ON INSIDE OF BUILDING.
RIDGE, END RAIL AND CAP ARE SHIPPED
OVERLENGTH AND MAY REQUIRE FIELD CUTTING.

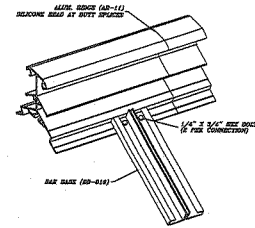
ROOF RAIL PREPARATION



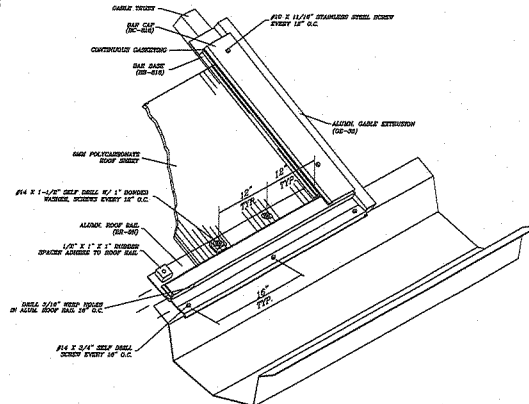
SECTION THRU ROOF



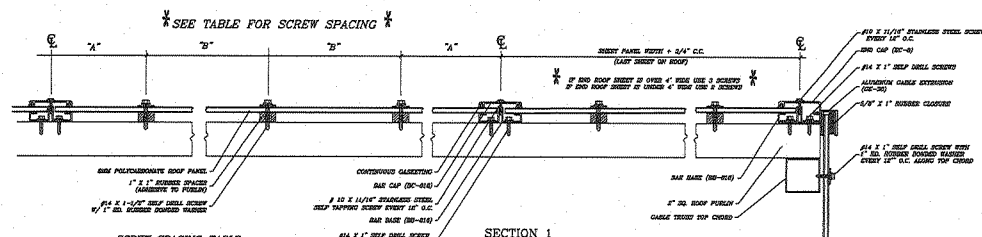
BAR BASE CONNECTION AT RIDGE AT GABLE



BAR BASE CONNECTION AT RIDGE



SECTION THRU GUTTER AT GABLE NOTE: SCREW SPACING AT GUTTER IS NOT THE SAME AS AT PURLINS

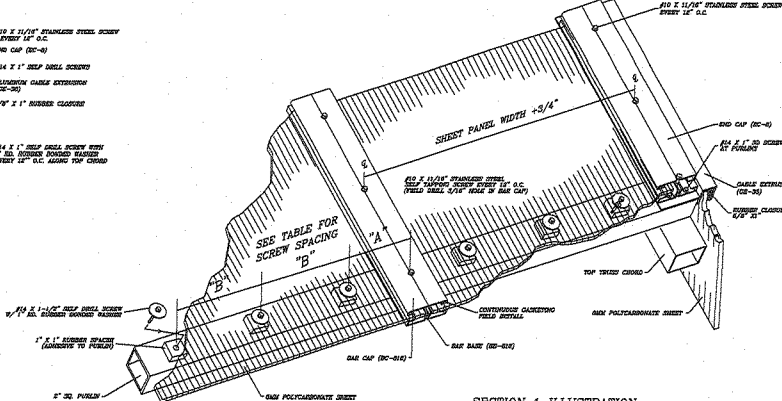


SEE TABLE FOR SCREW SPACING

SPACING	"A"	"B"
4'0"	12"	24"
6'0"	12"	24"
8'0"	6"	12"

SCREW SPACING TABLE
SPACINGS ARE APPROXIMATE, ONLY THEY
ARE TO ACTUAL SHEET WIDTH

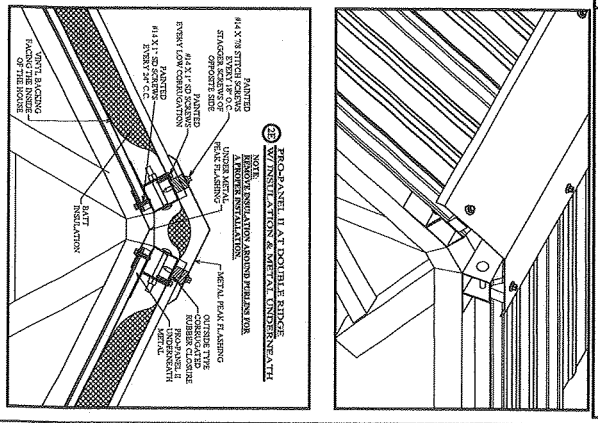
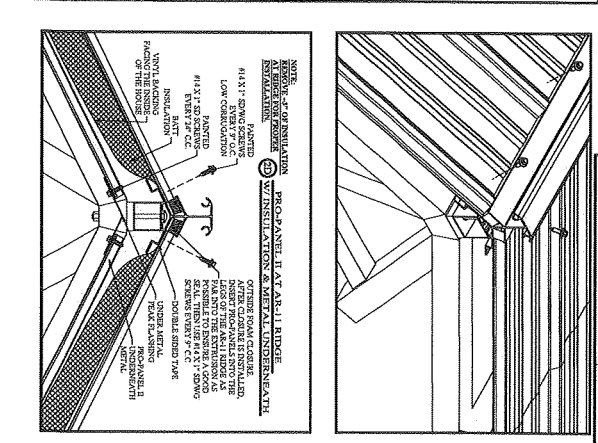
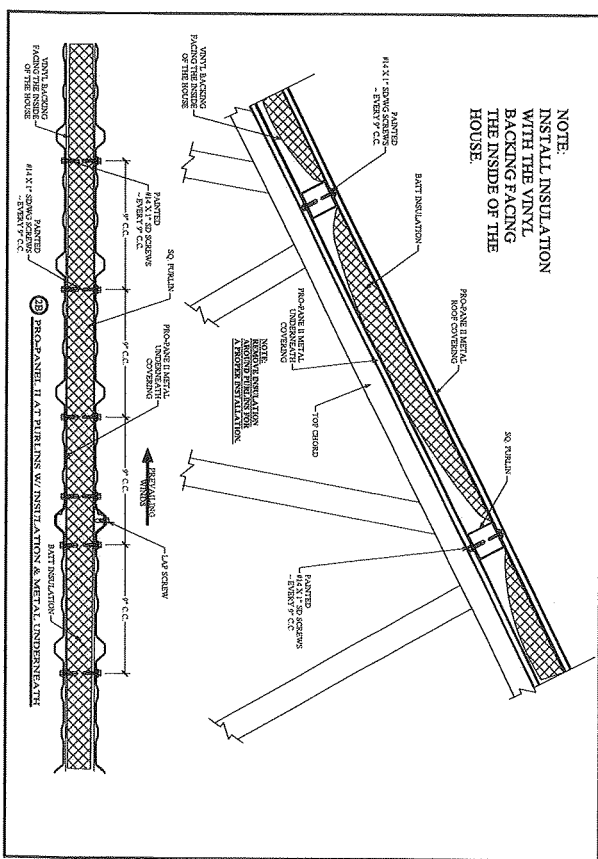
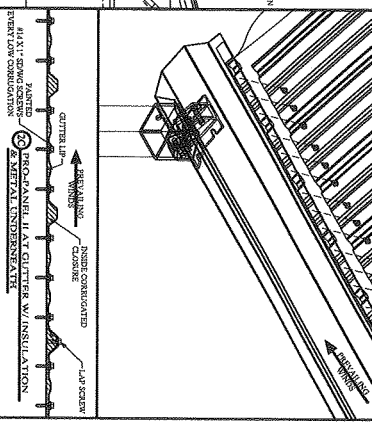
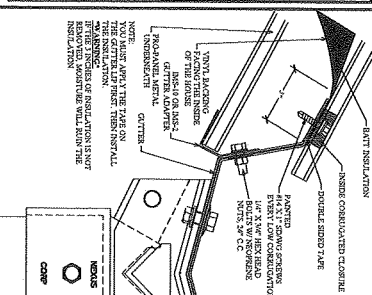
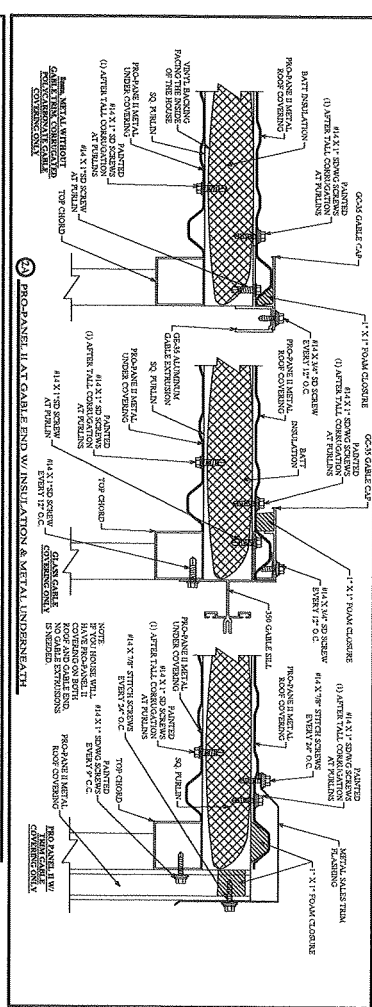
SECTION 1



SECTION 1 ILLUSTRATION * NOTE SCREW SPACING

STEP 2: PRO-PANEL GLAZING - WITH INSULATION & METAL UNDERNEATH

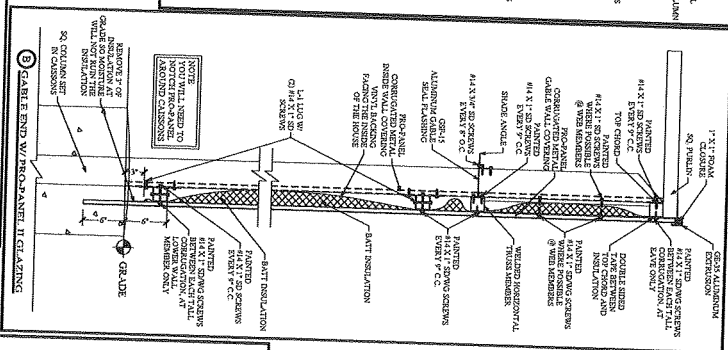
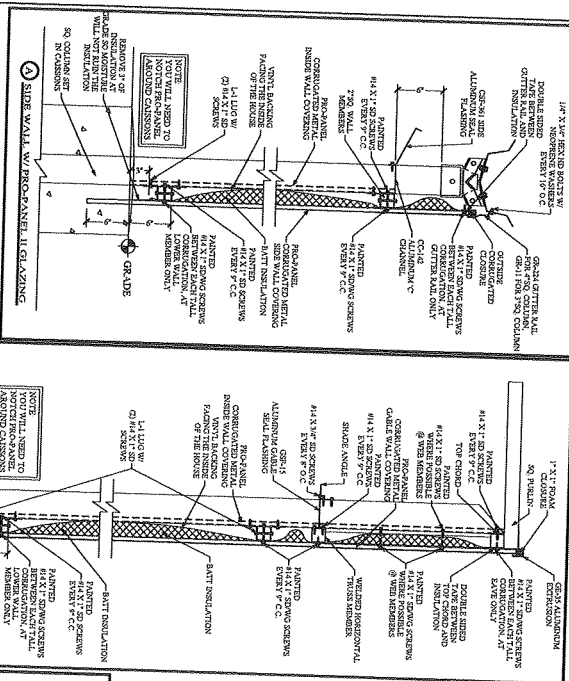
DETERMINE WHICH ROOF PITCH YOU HAVE. BEGIN INSTALLING PRO-PANEL METAL SHEETS AT ONE GABLE END BEING MINIMUM OF THE PREVAILING WINDS. IF YOU HAVE A ROOF WITH A 1:12 RISE, INSERT THE PRO-PANEL AND THE BATT INSULATION TO THE SHEET END BEFORE SECURING THE REST OF THE PANEL. SEE DETAIL (2D). YOU WILL ALSO NEED TO APPLY DOUBLE SIDED TAPE AND BATT INSULATION TO THE GUTTER LIP BEFORE SECURING THE CORRUGATED CLADDING AND WITH 1/4" X 1/4" SCREWS EVERY 12" O.C. SECURE THE UNDER METAL. SEE DETAIL (2A). NOTE: IF YOU HAVE A GABLE END, YOU MUST REVERSE THE (2C-1) TO ENSURE A PROPER INSTALLATION. CONTINUE INSTALLATION UNTIL YOU REACH THE OTHER GABLE END. THEN REVERSE THE (2C-1) TO ENSURE A PROPER INSTALLATION. MAKE TWO PANELS TOGETHER EVERY 24" O.C. MAKE SURE TO APPLY THE BATT INSULATION AND DOUBLE SIDED TAPE TO THE GUTTER LIP BEFORE PLACING THE LOW CORRUGATED CLADDING ONTO THE LIP OF THE GUTTER. SECURE THE 1/4" X 1/4" X 1/4" INSULATION FROM THE END OF GUTTER FOR PROPER INSULATION. SEE DETAIL (2C). ALSO YOU MUST MAKE SURE TO INSTALL THE INSULATION WITH THE VINYL BACKING FACING THE INSIDE OF THE HOUSE. SECURE THE PANELS AT THE ROOF AT THE TIME. INSTALL THE UNDER METAL FLASHING WITH 1/4" X 1/4" SCREWS EVERY 24" O.C. SEE DETAILS (2D) AND (E). IF YOUR HOUSE HAS A DOUBLE RIDGE PURLIN PLACE THE OUTSIDE CORRUGATED FOAM CLADDING ONTO THE DOUBLE RIDGE PURLIN. USE 1/4" X 1/4" SCREWS AT EVERY LOW CORRUGATION. SEE DETAIL (2E). DETERMINE THE PREVAILING WIND TO ATTACK THE PRO-PANELS CORRECTLY AT THE LAPS.



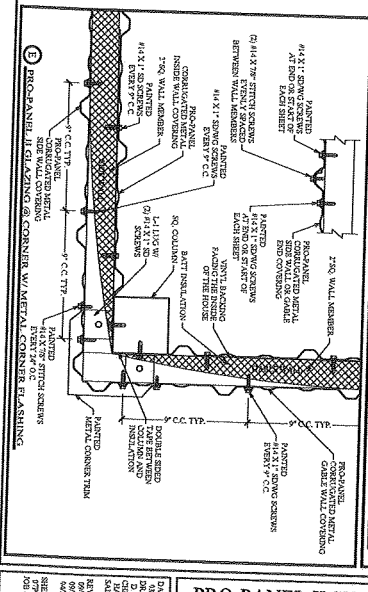
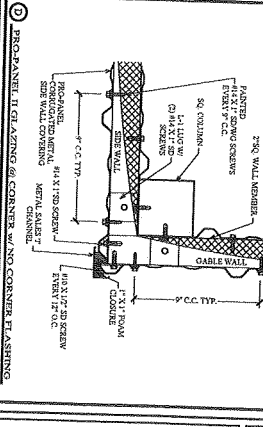
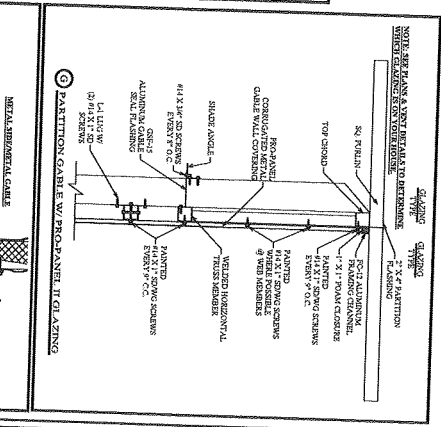
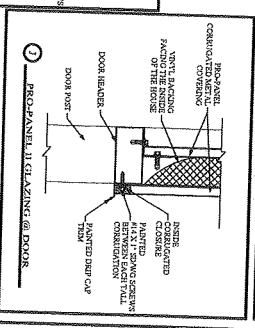
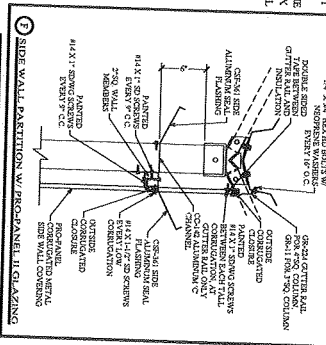
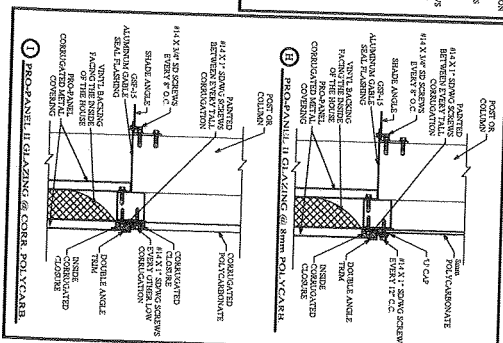
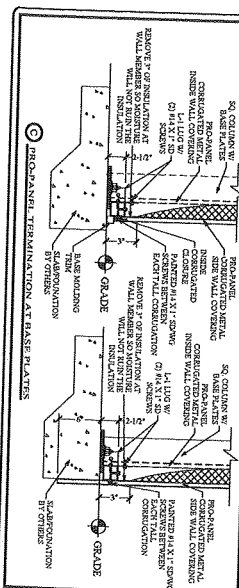
PRO-PANEL II ROOF COVERING DETAILS
CONSTRUCTION STEP 2
ROOF GLAZING W/
INSULATION & METAL UNDERNEATH

NEXUS GREENHOUSE CORPORATION
 10983 LEROY DR. NORTHGLENN, COLORADO 80233
 (303) 457-9199

STRUCTURE ONLY

[illegible]

NOTE:
INSTALL INSULATION WITH THE VINYL
BACKING FACING THE INSIDE OF THE
HOUSE.



PRO-PANEL II SIDES AND ENDS DETAILS
SIDE AND GABLE END GLAZING W/
INSULATION & INSIDE METAL FOR
BLACK-OUT SHADE SYSTEM

 **NEXUS GREENHOUSE CORPORATION**
10983 LEROY DR. NORTHGLENN, COLORADO 80233 (303)457-1111

(303)457-9199

STRUCTURE ONLY



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: Medigro Organics LLC

Facility Type: Manufacturing Facility ☒ Dispensing Facility ☐

Use and Occupancy Classification: S-2 with accessory uses of B,F-1,S-1

Building Construction Type and Classification: 2B construction (unprotected non-combustible)

Facility Address: 6200 South Bay Road Cicero, NY 13039

Primary Contact Telephone number: 914-447-1363

Primary Contact Fax number: 845-268-3200

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

<input type="checkbox"/>	TOWN BOARD APPROVAL
<input type="checkbox"/>	PLANNING BOARD APPROVAL
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input type="checkbox"/>	BIDDING PHASE
<input type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input checked="" type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input checked="" type="checkbox"/>	COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input checked="" type="checkbox"/> Percentage of Green Space |
| <input checked="" type="checkbox"/> Staff Parking Spaces | <input checked="" type="checkbox"/> Location of Emergency Power Systems |
| <input checked="" type="checkbox"/> Accessible Parking Spaces | <input checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input checked="" 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 checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input checked="" type="checkbox"/> Other <u>propane</u> | |

Engineering Systems:

- ☒ Heating System: Type propane, Size 3500 cfh, Efficiency 92%,
Ventilation Requirements 20% per mech code 403.3.
- ☒ Cooling System: Type Dx, Size 180 MSH, Efficiency 13.0 seer,
Ventilation Requirements 20% per mech code 403.3
- ☒ Ventilation & Humidification Systems:
Type exh. fans, Size 16x 1.5 HP, Efficiency 80%,
Ventilation Requirements 1 air change/hr
- ☒ Electrical Distribution Available 2000 A, 480 VAC - 3 phase
- ☒ Water Supply: Municipal Water Service _____ or Private Well Water 200 GPD
- ☒ Sewage: Municipal Sewer System _____ or Private Septic System 200 GPD
- ☒ Emergency Power System:
Type diesel, Size 1825 kW, Efficiency 82%+



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

<input checked="" type="checkbox"/>	2010 BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	2010 FIRE CODE OF NYS
<input checked="" type="checkbox"/>	2010 PLUMBING CODE OF NYS
<input checked="" type="checkbox"/>	2010 MECHANICAL CODE OF NYS
<input checked="" type="checkbox"/>	2010 FUEL GAS CODE OF NYS
<input type="checkbox"/>	2010 PROPERTY MAINTENANCE CODE OF NYS
<input checked="" type="checkbox"/>	2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
<input type="checkbox"/>	2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	1968 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>	OTHER



Appendix B – Architectural Program

Select Project

Type:

Check all that apply.
Refer to the Existing
Building Code for
definitions.

☐ New Building

☐ Repair

☐ Alteration Level 1

☒ Alteration Level 2

☐ Alteration Level 3

☐ Change of Occupancy

☐ Addition

☐ Historic Building

☐ Demolition

☒ Chapter 3. Prescriptive Compliance Method

☐ Chapter 13. Performance Compliance Method

Select Work

Involved:

Check all that apply.

☒ General Construction

☐ Roofing

☐ Asbestos

☐ Abatement/Environmental

☐ Fire Alarm

☐ Structural

☒ Mechanical

☒ Plumbing

☒ Electrical

☒ Site Work

☐ Sprinkler

☐ Elevators

☐ Other: _____

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

- Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code.**
- Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA: Not Applicable, NR: Not Required, NP: Not Permitted**
- Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312	508.2	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	S-2: growing & cultivation,* B: offices, F-1: processing, S-1: shipping & waste mgmt	S-2 is primary use, accessory uses B, S-1 & F-1* (*always means see attachd)



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.	reqts for high-piled or concealed combust. stor.	N/A - no concealed stor., all combustibles under 12' above floor
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.	control area for hazardous materials	limited quantities of materials - entire building serves as control area w/o sprinkler
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	provide quantities & MSDS	complies - see attached* part IV #4
5	Building Area & Height	501-507	NYSEBC 102.8.1	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	SBC: 1 story, 55' high, EBC: allows alterations w/o conforming to current codes	1 story, 16'+/- ridge 26,351 sf tenant area 124,094 sf total building
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	identify special occupancies	N/A - no such areas



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).	Required for H, I, R occupancies	N/A for this building - classed as S-2
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).	Separation required for H, I, R occupancies	N/A for this building - classed as S-2
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).	Required when separated occupancies	N/A for this building - classed as S-2
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	2B	2B
11	Fire Resistance Rating Req'm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	No fire-rated construction req'd. for roof, walls, floors, or any other construction	No fire-rated construction provided



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	Required when <30' distance	N/A- over 30' to property line
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Required when <30' distance	N/A - no other buildings on site
14	Fire Walls	705	NYSEBC 102.8.1	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	Required for new building not meeting table 503 building area w/ mods	N/A - exist building - no fire walls reqd.
15	Fire Barriers	706	NYSEBC 102.8.1	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Conform to rating & construction where reqd.	N/A - no fire barriers reqd.
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	Required for shafts	N/A - no shafts as 1 story
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	Required for corridors and at dwelling unit separations	N/A - no corridors



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.	Required for horizontal assemblies	N/A - 1 story
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.	Not required for S-2 occupancy	N/A - not required
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Required for stoves & special areas	N/A - no stoves or special areas
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Required for floors over 30'	N/A - 1 story
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Hardwired (zoned)	Required for multiple stories and over 500 occupants	N/A - 1 story, actual 36 occupants (incl 8 visitors), 128 people per s.f. basis



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.	Required at certain H occupancies	N/A - no H occupancies
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Reqd for sprinklered buildings	N/A - no sprinkler system
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.	All 32" clear, no swing w/ exit due low occupancy, fire-rated @ rated walls	All 36" & 6.7' hi metal doors, swings per plans, no fire-rated doors reqd, closers on ext.
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.	100sf ea in B & F-1, 300 sf in growing, 500sf ea in S-1	36 actual, 128 based on s.f. - see attached* part IV #26
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	63 B,F,S-1 occup x 0.2" = 12.6", 65 cult & grow =13"	36" min at all paths & doors
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.	2 accessible means	2 provided - 1 at main entry and 1 beside processing



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	32" clear, swinging	all doors min 36"
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	N/A	N/A - 1 story
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.	N/A	N/A - no changes in elevation
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.	100' for S under 30 occup	all under 100' - refer to plans
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	1 door per space for low occupant spaces except where travel distance reqs.	Due dist. 2nd exits at growing houses, cultivation - refer to plans.
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1 hr required	N/A - no corridors



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).	N/A	N/A - no corridors
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	N/A	N/A - no corridors
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 exits from spaces over 75' in egress distance	Due dist. 2nd exits at growing houses, cultivation.
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A	N/A - 1 story
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	N/A	N/A - no exit passageways
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A - no horizontal exits



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/A	N/A - no exterior ramps or stairs
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Direct to exterior, and leading to public way	Complies
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.	To be fully accessible per sections	Full access incl parking, routes, restrooms, doors, controls, etc.
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).	zone 5: R38 attic, R13 + R7 contin at metal stud walls	new condit. spaces: R38 ceil, R13+R7contin at perim walls
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Lists required building types	Not required but system to be provide - refer to part III
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.	Required for high rise	N/A - 1 story



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	Based on 38 occupants	Complies: 1 wc & 1 lav per ea gender, 1 water ftn, 1 jan
48	Available Street Water Pressure			Provide the available street or well water pressure.	For sprinkler system	N/A - no sprinkler
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.	Fire access road within 150' of all portions of ext. wall	Complies



**Attachment to NYS D.O.H. – Medical Marijuana Program, Appendix B –
Architectural Program
Part I - Timeline-Cicero Facility**

The architectural program and construction timeline is based on the following dates:

1. Construction Documents June 3 – June 19, 2015
2. Building Permit July 10, 2015
3. All work by owner – no bidding or contract award necessary. N/A
4. Construction July 6 – Sept. 18, 2015
 - a. Security Fence and Booth July 6-10, 2015
 - b. Fit-out July 13 – Sept. 18, 2015
 - i. Interior Framing & Exterior Modifications July 13 – 17, 2015
 - ii. MEP Rough-Ins July 20 – 28, 2015
 - iii. Finishes July 29 – Aug. 14, 2015
 - iv. Fixture Installation Aug. 17 – Sept. 11, 2015
 - v. Growing Equipment Installation July 29 – Aug. 14, 2015
 - c. Final Site Grade Aug. 24 – 28, 2015
5. Production Commences Sept. 18, 2015
6. First Harvest Dec. 18, 2015

Part II – Site Plan

The following is a general description of the site plan. Refer to the actual drawings for details.

- There is a single entrance drive from South Bay Road, which travels around the north side of a retail greenhouse, before reaching the entrance gate .
- There are 8 parking spaces serving visitors, plus 2 handicapped access spaces. The number exceeds the local requirement.
- There are 28 parking spaces for the staff, which meets the zoning requirements.
- There are 2 accessible parking spaces (one normal and one van), which meets the code requirement for the number of total spaces required.
- The accessible parking spaces have an accessible route to the main entrance, including a firm, even surface with proper slopes in each direction.
- The entrance drive is being widened to accommodate fire apparatus, and there is adequate space around the parking lot. In addition, there is a 30' clear open area between the building and the inner fence for fire fighting.
- The building and roads are existing, with a slight increase (under 5%) in impervious area for the parking lot and widening of the access road.
- The emergency power generator, located on the northeast corner of the building, is clearly visible to arriving firefighters. The generator is located within the inner fence.
- There is an enclosed shipping/receiving room that accommodates large box trucks.

- Site access is limited by a rolling gate and security booth at the rear of the retail area. The
- building area is enclosed by a double fence. The outer fence is 5' high chain link; located 5' off
- the inner fence. The inner fence is 10' high and topped with 5-strand barbed wire and security
- sensors. The inner fence is located a minimum of 30' from the building (for fire fighting). The
- outer fence helps to prevent false alarms due to wildlife. Access thru these fences is either
- through a pedestrian portal with full biometric scan or a rolling gate to allow truck traffic to the
- shipping/receiving room, the dumpsters.

Part IV – Building Code Compliance

1. This existing building totals 124,094 s.f., of which 26,351 will be devoted to this usage. The remainder of the building is existing greenhouses (S-2) for growing other plants. The spatial breakdown for this usage is as follows:

S-2 19,336 s.f.

B (accessory) 4,125 s.f. (3.3% of total building)

F-1 (accessory) 1,830 s.f. (1.5% of total building)

S-1 (accessory) 1,060 s.f. (1% of total building)

The S-2 classification for the agricultural area is based on typical classification.

2. MSDS information for the listed materials in this occupancy (not the overall building) are included at the end of this attachment.

The hazardous materials stored in a rated flammables cabinet in the extracting & processing room, are as follows:

1. Ethyl Alcohol 200 Proof 40L (10gal)
2. Isopropyl Alcohol 40L (10gal)

These alcohols are considered class IB flammable liquids, and table 307.1(1) allows for storage of up to 240 gallons in flammables cabinets.

The remainder of the hazardous materials, a total of 42 gallons, would be stored at various locations around the building. They are all either IIIA or IIIB combustible liquids, and table 307.1(1) allows for 330 gallons of the former, and 13,200 gallons of the latter.:

1. Azadirachti 1 gal
2. Indole-3-butyric acid 1 gal
3. Insecticidal oils 2.5 gal
4. Neem oil 5 gal
5. Piperonyl butoxide 1 gal
6. Pyrethins 1 gal
7. Quaternary ammonium salts 30 gal

Additional materials that do not constitute a fire-hazard, and are of no or standard toxicity (the latter limited to 500 gallons/pounds in the building) include:

1. Bacillus species (fungi control) 2.5 gal
2. Mono & di potassium salts 2.5 gal
of phosphorous acid
3. Potassium bicarbonate 25 lbs

- 4. Sulfur 50 lbs
 - 5. Hydrogen peroxide 10 gal
 - 6. Actual occupant load for this usage: 36 total: 28 employees, 8 visitors
- Egress occupant load: 128 people as follows:
- Entrance 1 person per seat 4 (greater than reqd)
 - Conference 1 person per seat 12 (also greater than s.f.)
 - Rest of offices 1 person per 100 sf 12
 - Locker area 1 person per 50 sf 14
 - Processing area 1 person per 100 sf 18
 - Shipping & storage 1 person per 500 sf 3
 - Cultivation & Growing areas 1 person per 300 sf 65

The exterior envelope is existing. New conditioned spaces within this envelope

SHEET NO. SP.1		DRAWING TITLE SITE PLAN		DATE JUNE 3, 2010		REVISIONS		DRAWN BY J. PREY		MANAGED BY D. ENGEL		PROJECT NO. B-21		<p>THIS DRAWING IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART HEREOF SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.</p>		SEAL		MANUFACTURING FACILITY FOR MEDIGRO ORGANICS, LLC 6200 South Bay Road Cicero, NY 13039		Engel Architects, LLC 181 East 10th Street Lancaster, PA 17602 (717)992-4021, fax 392-7140			
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<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> SHEET NO. A1.1 </div>	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> DRAWING TITLE FLOOR PLAN </div>	DATE	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> DESIGNED BY D. ENGEL </div>	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> CHECKED BY D. KELLY </div>	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> PROJECT NO. 2001 </div>	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> 1. THIS DRAWING IS THE PROPERTY OF ENGEL ARCHITECTS, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF ENGEL ARCHITECTS, LLC. </div>	TOTAL	MANUFACTURING FACILITY FOR MEDIGRO ORGANICS, LLC 6200 South Bay Road Cicero, NY 13039	 1854 Lincoln Highway East Lancaster, PA 17602 (717)292-8021, fax 392-7140	
		DATE & JOB								

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Page 70

Fengel Architects, LLC 1894 Lincoln Highway East Cicero, NY 13039 (717) 892-8021, fax 392-7140		MANUFACTURING FACILITY FOR MEDIGRO ORGANICS, LLC 6200 South Bay Road Cicero, NY 13039	Fengel Architects, LLC 1894 Lincoln Highway East Cicero, NY 13039 (717) 892-8021, fax 392-7140	Page 72
Fengel Architects, LLC 1894 Lincoln Highway East Cicero, NY 13039 (717) 892-8021, fax 392-7140				
SEAL				
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PROJECT NO. 1821				
MANAGED BY S. MCUL				
DRAWN BY L. SUEGGART				
REVISIONS				
DATE JUNE 3, 2018				
DRAWING TITLE SITE SECURITY CCTV PLAN				
SHEET NO. SEC1.1				

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



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:	Medigro Organics LLC
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	Medical Marijuana Dispensary
Building Construction Type and Classification:	Interior alteration of existing building
Facility Address:	6200 S. Bay Rd, Cicero, NY 13039
Primary Contact Telephone number:	(914) 433-3406
Primary Contact Fax number:	(845) 268-3200

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

<input type="checkbox"/>	TOWN BOARD APPROVAL
<input checked="" type="checkbox"/>	PLANNING BOARD APPROVAL
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input checked="" type="checkbox"/>	BIDDING PHASE
<input checked="" type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input checked="" type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input checked="" type="checkbox"/>	COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Entrance and Exits | <input type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input type="checkbox"/> Percentage of Green Space |
| <input checked="" type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input checked="" type="checkbox"/> Accessible Parking Spaces | <input checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source:
- | | | |
|---|--------------------------------------|--|
| <input checked="" type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |
- Engineering Systems:
- ☒ Heating System: Type Forced A, Size _____ Efficiency _____,
Ventilation Requirements _____
- ☐ Cooling System: Type _____, Size _____ Efficiency _____,
Ventilation Requirements _____
- ☐ Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____
- ☒ Electrical Distribution Available 200 amp
- ☒ Water Supply: Municipal Water Service yes or Private Well Water _____
- ☒ Sewage: Municipal Sewer System yes or Private Septic System _____
- ☐ Emergency Power System:
Type _____, Size _____ Efficiency _____



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

<input type="checkbox"/>	2010 BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	2010 FIRE CODE OF NYS
<input checked="" type="checkbox"/>	2010 PLUMBING CODE OF NYS
<input checked="" type="checkbox"/>	2010 MECHANICAL CODE OF NYS
<input checked="" type="checkbox"/>	2010 FUEL GAS CODE OF NYS
<input type="checkbox"/>	2010 PROPERTY MAINTENANCE CODE OF NYS
<input checked="" type="checkbox"/>	2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
<input type="checkbox"/>	2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	1968 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>	NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>	OTHER



Appendix B – Architectural Program

Select Project

Type:

Check all that apply.
Refer to the Existing
Building Code for
definitions.

- ☐ New Building
☐ Repair
☐ Alteration Level 1
☒ Alteration Level 2

- ☐ Alteration Level 3
☒ Change of Occupancy
☐ Addition
☐ Historic Building

- ☐ Demolition
☐ Chapter 3. Prescriptive Compliance Method
☐ Chapter 13. Performance Compliance Method

Select Work

Involved:

Check all that apply.

- ☒ General Construction
☐ Roofing
☒ Asbestos
Abatement/Environmental
☒ Fire Alarm

- ☐ Structural
☒ Mechanical
☒ Plumbing
☒ Electrical

- ☐ Site Work
☒ Sprinkler
☐ Elevators
☐ Other: _____

CODE COMPLIANCE REVIEW


Applicant shall provide all applicable information in regards to the code topic and section listed below.

- Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC: Fire Code**, **PC: Plumbing Code**, **MC: Mechanical Code**, **FGC: Fuel Gas Code**, **ECCC: Energy Conservation Code**.
- Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA: Not Applicable**, **NR: Not Required**, **NP: Not Permitted**.
- Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312	309.1	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Mercantile (drug stores)	Provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413	N/A	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.	N/A	N/A
3	Hazardous Materials	414	N/A	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.	N/A	N/A
4	Hazardous Materials Control Areas	414.2	N/A	Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A	N/A
5	Building Area & Height	501-507	N/A	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	N/A Existing Structure, no enlargement	N/A
6	Incidental Use Areas	508.2	Table 508.2	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	1-hour fire separation or provide automatic fire-extinguishing 	Complies



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	508.3	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	508.3	Complies.
8	Nonseparated Uses	508.3.2	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A Separated uses	N/A
9	Separated Uses (Ratio < 1)	508.3.3	Table 508.3.3	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	2-hour required separation	Complies.
10	Construction Classification	602	602	Provide Construction Classification per each building included in Application.	602	N/A Existing structure, no enlargement
11	Fire Resistance Rating Req'm't for Building Elements	Table 601	Table 601	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	Nonbearing wall and partitions (interior). Rated walls not required	Complies.



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	N/A	Identify required fire resistance rating of exterior walls on Building Plan(s).	N/A Existing structure, no enlargement	N/A Existing structure, no enlargement
13	Exterior Fire Separation Distance	Table 602	N/A	Identify required fire separation distance of exterior walls between Buildings on Plan.	N/A Existing structure, no enlargement	N/A Existing structure, no enlargement
14	Fire Walls	705	Table 705.4	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	3-hour rated fire wall required	Complies.
15	Fire Barriers	706	N/A	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/A	N/A
16	Shaft Enclosures	707	N/A	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/A	N/A
17	Fire Partitions	708	N/A	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/A	N/A



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	N/A	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/A	N/A
19	Fire Protection: Sprinkler System	903	704.2.2 NYS BC, Existing	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.	N/A Doesn't meet all of the conditions that would make this space require a sprinkler	N/A Doesn't meet all of the conditions that would make this space require a sprinkler
20	Alt. Fire Extinguishing System	904	N/A	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/A This is an alternative for a sprinkler, which is not required	N/A This is an alternative for a sprinkler, which is not required
21	Standpipe System	905	N/A	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/A Existing building	N/A Existing building
22	Fire Alarm & Detection Systems	907	704 NYS BC, Existing	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)	704.4.1 Alarm notification appliances within the work area should be provided and automatically activated	Complies.



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	N/A	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/A	N/A
24	Fire Department Connections	912	912	Identify Fire Department connections in accordance with NFPA applicable standard.	912	Complies.
25	Exits	1001.1 & 2	705.3.1.1 NYS BC, Existing	Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	Only one exit required.	Complies.
26	Occupant Load	1004 & Table 1004.1.1	Table 1019.2	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Maximum occupant load 30 with one means of egress.	Complies.
27	Egress Width	1005	Table 1005.1	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	.2" of egress width per occupant	Complies.
28	Accessible Means of Egress	1007.1	1007	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	1007	Complies.



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	1008	Means of egress doors shall meet the requirements of this section.	1008	Complies.
30	Interior Stairs	1009	N/A	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.	N/A Not in scope of work	N/A Not in scope of work
31	Ramps	1010.1	N/A	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	N/A	N/A
32	Common Path of Travel	1014.3	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.	1014.3	Complies.
33	Exit Doorway Arrangement	1015	1015.2	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.	1015.2	Complies.
34	Corridor Fire Rating	1017.1	Table 1017.1	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Required fire-resistance rating: 1 hour minimum	Complies.



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	1017.2	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	36" minimum	Complies.
36	Dead End Corridor	1017.3	N/A	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	N/A	N/A
37	Number of Exits and Continuity	1019	1019.2	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	Only one exit required.	Complies.
38	Vertical Exit Enclosures	1020	N/A	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A No exit stairs or ramps in scope, thus not required	N/A No exit stairs or ramps in scope, thus not required
39	Exit Passageways	1021	1021	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	1021	Complies.
40	Horizontal Exits	1022	N/A	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	Not required.	Not provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023	N/A	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Not required.	Not provided.
42	Exit Discharge	1024	1024	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	1024	Complies.
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)	Chapter 11 BC, ADA	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.	Chapter 11 BC, ADA	Complies.
44	Energy Conservation	2010 NYS ECCC & IECC 2012	2014 NYC ECCC	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).	Analysis to be provided.	
45	Emergency & Standby Power	2702.1	N/A	Identify emergency & Standby Power locations and specifications of the system to be provided.	N/A Existing structure	N/A Existing structure
46	Smoke Control Systems	2702.2.2	N/A	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A Existing structure	N/A Existing structure



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1	PC Table 403.1	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	PC Table 403.1	Complies.
48	Available Street Water Pressure		N/A	Provide the available street or well water pressure.	N/A Existing structure	N/A Existing structure
49	Fire Apparatus Access Road	FC503.1	N/A	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	N/A Existing structure	N/A Existing structure



**Attachment to NYS D.O.H. – Medical Marijuana Program, Appendix B –
Architectural Program
Dispensary**

<u>Date</u>	<u>Task</u>
Wk 1	Application for Building permit.
Wk 2	Building Department Approval.
Wk 3	Interior Demolition – three days Lay Out – three days Electrical/mechanical inspection by local building department.
Wk 4	Interior framing, electrical wiring, plumbing, ballistic wall protection, security doors, CCTV wiring.
Wk 5	Drywall installation, tape and spackle, ceiling installation, lighting and fixture installation.
Wk 6	Paint, safe install, commissioning of CCTV & Security devices, flooring install, furniture fixture delivery and application for Certificate of Occupancy.
Wk 7	Certificate of Occupancy inspection, Commissioning of HVAC & Electrical, punch list, staffing and stocking.

REMARK: ORGANICS LLC 1800 Route 9W 1978 Route 300 Town of Newburgh, NY 12550 T 914-453-3406	
ARCHITECT: George Kienzel + Valsani, dpc 1000 Madison Avenue New York, NY 10017 T 212.679.6582 www.gkvaarchitects.com	
Drawing Title:	
Project No.:	
Date:	
Sheet No.:	
Scale:	
Location: 6200 South Bay Road Greer, New York 13039	
MEDICAL MARIJUANA DISPENSARY PLAN	
Revisions	
No. Issue Date	
1/8"=1'-0"	



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:	Medigro Organics L.L.C.
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	Old Code Commercial, Use Group 6 office building
Building Construction Type and Classification:	Old Code Class 1 Fireproof.
Facility Address:	135 West 50th Street, New York, NY 10020
Primary Contact Telephone number:	(914) 433-3406
Primary Contact Fax number:	(845) 268-3200

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

<input checked="" type="checkbox"/>	TOWN BOARD APPROVAL
<input type="checkbox"/>	PLANNING BOARD APPROVAL
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPROVAL
<input checked="" type="checkbox"/>	PREPARATION OF CONSTRUCTION DOCUMENTS
<input checked="" type="checkbox"/>	BUILDING PERMIT
<input checked="" type="checkbox"/>	BIDDING PHASE
<input checked="" type="checkbox"/>	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
<input checked="" type="checkbox"/>	COMMENCEMENT OF CONSTRUCTION
<input checked="" type="checkbox"/>	COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Entrance and Exits | <input 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 checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source:
- | | | |
|---|--------------------------------------|--|
| <input checked="" type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |
- Engineering Systems:
- ☒ Heating System: Type Steam, Size 6" Main Efficiency _____,
Ventilation Requirements _____
- ☒ Cooling System: Type Chillers, Size 2,000 ton Efficiency _____,
Ventilation Requirements _____
- ☒ Ventilation & Humidification Systems:
Type Fans, Size Various, Efficiency _____,
Ventilation Requirements Outside Air 100%
- ☒ Electrical Distribution Available _____
- ☒ Water Supply: Municipal Water Service Yes or Private Well Water _____
- ☒ Sewage: Municipal Sewer System Yes or Private Septic System _____
- ☐ Emergency Power System:
Type None, 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 checked="" type="checkbox"/>	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
<input checked="" type="checkbox"/>	2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	2008 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>	1968 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>	NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>	OTHER



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 checked="" type="checkbox"/> Alteration Level 1 <input type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
	Select Work Involved: Check all that apply.	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input checked="" type="checkbox"/> Asbestos Abatement/Environmental <input checked="" type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical

CODE COMPLIANCE REVIEW						
Applicant shall provide all applicable information in regards to the code topic and section listed below. 1. Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECCC: Energy Conservation Code. 2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: NA: Not Applicable, NR: Not Required, NP: Not Permitted 3. Provide your facilities "Actual" value for each required standard as per applicable code section.						
No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312	Table 3-2 NYCBC 1968	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Zoning Use Group 6, occupancy group E, medical offices	Zoning Use Group 6, occupancy group E, medical offices





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	N/A	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.	N/A	N/A
3	Hazardous Materials	414	N/A	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.	N/A	N/A
4	Hazardous Materials Control Areas	414.2	N/A	Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A	N/A
5	Building Area & Height	501-507	Table 4-1/4-2 NYCBC 1968	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	N/A existing structure, no enlargement.	N/A existing structure, no enlargement.
6	Incidental Use Areas	508.2	Subchapter 2 NYCBC 1968	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Not defined	Not defined.



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	Table 5-1/5-2, 27-341(a) NYCBC 	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	1-hour (tenant separation)	1-hour (tenant separation)
8	Nonseparated Uses	508.3.2	27-341(a)	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
9	Separated Uses (Ratio < 1)	508.3.3	27-341(a)	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	1-hour (tenant separation)	1-hour (tenant separation)
10	Construction Classification	602	Class 1 fireproof (Old Code 1938) 	Provide Construction Classification per each building included in Application.	N/A. (Existing structure)	N/A. (Existing structure)
11	Fire Resistance Rating Req'm't for Building Elements	Table 601	26-239 (Old Code 1938)	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	4-hour rated columns, 3-hour rated floors and shafts.	4-hour rated columns, 3-hour rated floors and shafts.



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	26-239	Identify required fire resistance rating of exterior walls on Building Plan(s).	N/A, existing structure.	N/A, existing structure
13	Exterior Fire Separation Distance	Table 602	Table 3-4 NYCBC 1968	Identify required fire separation distance of exterior walls between Buildings on Plan.	N/A, existing structure	N/A, existing structure.
14	Fire Walls	705	27-240, 27-399(b) NYCBC 1968	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	Fire separation of 1-hour rating required	1-hour provided
15	Fire Barriers	706	N/A	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/A	N/A
16	Shaft Enclosures	707	26-239 OBC 1938	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	3-hours	3-hours
17	Fire Partitions	708	27-240, 27-339(b)	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	1-hour	1-hour



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	N/A	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/A	N/A
19	Fire Protection: Sprinkler System	903	BC 900, Appendix Q 2014 NYC Building Code	Indicate Type of Sprinkler System: <input checked="" type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13 R <input type="checkbox"/> NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	BC 903	Complies
20	Alt. Fire Extinguishing System	904	N/A	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	Not required	Not provided
21	Standpipe System	905	BC 900, Appendix Q 2014 NYC Building Code	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	BC 904	Complies
22	Fire Alarm & Detection Systems	907	BC 900, Appendix Q 2014 NYC Building Code	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)	BC 907	Complies



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	BC 908	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	BC 908	Complies
24	Fire Department Connections	912	BC 912	Identify Fire Department connections in accordance with NFPA applicable standard.	BC 912	Complies
25	Exits	1001.1 & 2	Subchapter 6 NYCBC 1968	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.	Table 6-1	Provided
26	Occupant Load	1004 & Table 1004.1.1	27-358 NYCBC 1968	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Table 6-2	Provided
27	Egress Width	1005	27-359	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	Table 6-1	Provided
28	Accessible Means of Egress	1007.1	N/A	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	N/A Pre-2008 Structure	N/A Pre-2008 Structure



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	27-371	Means of egress doors shall meet the requirements of this section.	27-371(e) 36-inches minimum	Complies
30	Interior Stairs	1009	27-375	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.	27-375(b) 44-inches minimum required	Complies
31	Ramps	1010.1	ANSI A117.1 2003	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	Not required	None provided
32	Common Path of Travel	1014.3	N/A in 1968 Code	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	N/A	N/A
33	Exit Doorway Arrangement	1015	27-363	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.	27-363(b)(2) 30-feet or 1/3 maximum travel distance, whichever is larger.	Complies
34	Corridor Fire Rating	1017.1	27-369	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	27-369(h)(1) 1-hour minimum	Complies



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	Table 6-1	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44-inches minimum	Complies
36	Dead End Corridor	1017.3	27-369, Table 6-1	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	50-feet maximum	Complies
37	Number of Exits and Continuity	1019	27-364, 27-366	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	27-366. Two required	Complies
38	Vertical Exit Enclosures	1020	26-239	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	3-hour rated required	Complies
39	Exit Passageways	1021	27-370	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	2-hour rated required	Complies
40	Horizontal Exits	1022	N/A	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	Not Required	None Provided



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023	N/A	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Not Required	None Provided
42	Exit Discharge	1024	27-364	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	N/A, existing structure	N/A, existing structure
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)	Chapter 11 2014 NYC BC, ANSI A117.1-2010	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	2014 NYC ECCCC.	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).	Analysis to be provided.	
45	Emergency & Standby Power	2702.1	27-396	Identify emergency & Standby Power locations and specifications of the system to be provided.	N/A, existing structure	N/A, existing structure
46	Smoke Control Systems	2702.2.2	27-777.1	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A, existing structure	N/A, existing structure



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1	2014 NYC Plumbing Code	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	Table 403.1	Complies
48	Available Street Water Pressure		N/A	Provide the available street or well water pressure.	N/A, existing structure	N/A, existing structure
49	Fire Apparatus Access Road	FC503.1	2014 NYC Fire Code	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	N/A, existing structure	N/A, existing structure



A Healthy Start in New York



**Attachment to NYS D.O.H. – Medical Marijuana Program, Appendix B –
Architectural Program
Dispensary**

<u>Date</u>	<u>Task</u>
Wk 1	Application for Building permit.
Wk 2	Building Department Approval.
Wk 3	Interior Demolition – three days Lay Out – three days Electrical/mechanical inspection by local building department.
Wk 4	Interior framing, electrical wiring, plumbing, ballistic wall protection, security doors, CCTV wiring.
Wk 5	Drywall installation, tape and spackle, ceiling installation, lighting and fixture installation.
Wk 6	Paint, safe install, commissioning of CCTV & Security devices, flooring install, furniture fixture delivery and application for Certificate of Occupancy.
Wk 7	Certificate of Occupancy inspection, Commissioning of HVAC & Electrical, punch list, staffing and stocking.

TESTIMONY:
ALLEGED ONCARE'S LLC
1978 Route 300
Town of Newburgh, NY 12550
T 914.433.3406

ABOUT EFFECT:
Gartner, Kenneth + Volonca, dpc
443 Park Avenue South, 2nd Floor
New York, NY 10016
T 212.679.6382
www.gvnaffect.com

[illegible]

Drawing Title:

MEDICAL MARIJUANA
DISPENSARY SITE PLAN

Location: 135 East 50th Street
New York, NY 10016

Project No.: 1198-01
Date: 06/02/13

Scale: 1/16"=1'-0"	Sheet No. 07
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	Revisions

No.	Issue Date
<hr/>	
Drawing Title:	
MEDICAL MARIJUANA DISPENSARY PLAN	
<hr/>	
Location: 135 East 50th Street New York, NY 10016	
Pencil No.: 1119E-01	Date: 06/02/15
Scale: 1/8"=1'-0"	Sheet No.: 08

TENANT: AESOPH OCEANICS LLC	
378 Route 300 Trenton, NJ 08611 T. 91-443-3406	
PROPERTY: Gunter House & Warehouse, Inc. 443 Park Avenue South, 2nd Floor New York, NY 10016 www.guntherhouse.com	
Drawing Title: MEDICAL MARIJUANA DISPENSARY SECURITY PLAN	
Location: Prototype	
Project No.: 119B01	Date: 06/02/15
Scale: 1/4"=1'-0"	Sheet No.: 01
Revisions <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	
No.	Issue Date



Appendix B: Architectural Program

A SEPARATE "APPENDIX B" SHALL BE COMPLETED FOR EACH SEPARATE BUILDING AND/OR FACILITY INCLUDED IN THE ORGANIZATION'S BUSINESS PLAN

COMPANY INFORMATION

Business Name:	Medigro Organics LLC
Facility Type:	Manufacturing Facility <input type="checkbox"/> Dispensing Facility <input checked="" type="checkbox"/>
Use and Occupancy Classification:	Medical Marijuana Dispensary
Building Construction Type and Classification:	Interior alteration of existing building
Facility Address:	1845 Central Avenue, Albany, NY 12205
Primary Contact Telephone number:	(914) 433-3406
Primary Contact Fax number:	(845) 268-3200

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | TOWN BOARD APPROVAL |
| <input checked="" type="checkbox"/> | PLANNING BOARD APPROVAL |
| <input type="checkbox"/> | ZONING BOARD OF APPEALS APPROVAL |
| <input checked="" type="checkbox"/> | PREPARATION OF CONSTRUCTION DOCUMENTS |
| <input checked="" type="checkbox"/> | BUILDING PERMIT |
| <input checked="" type="checkbox"/> | BIDDING PHASE |
| <input checked="" type="checkbox"/> | CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) |
| <input checked="" type="checkbox"/> | COMMENCEMENT OF CONSTRUCTION |
| <input checked="" type="checkbox"/> | COMPLETION OF CONSTRUCTION |



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Entrance and Exits | <input type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input type="checkbox"/> Percentage of Green Space |
| <input checked="" type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input checked="" type="checkbox"/> Accessible Parking Spaces | <input checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

Energy Source:

- | | | |
|---|--------------------------------------|--|
| <input checked="" type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |

Engineering Systems:

- ☒ Heating System: Type Forced A, Size _____, Efficiency _____,
Ventilation Requirements _____
- ☐ Cooling System: Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____
- ☒ Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____
- ☒ Electrical Distribution Available _____
- ☒ Water Supply: Municipal Water Service yes or Private Well Water _____
- ☒ Sewage: Municipal Sewer System yes or Private Septic System _____
- ☐ Emergency Power System:
Type _____, Size _____, Efficiency _____



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

<input type="checkbox"/>	2010 BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	2010 FIRE CODE OF NYS
<input checked="" type="checkbox"/>	2010 PLUMBING CODE OF NYS
<input checked="" type="checkbox"/>	2010 MECHANICAL CODE OF NYS
<input checked="" type="checkbox"/>	2010 FUEL GAS CODE OF NYS
<input type="checkbox"/>	2010 PROPERTY MAINTENANCE CODE OF NYS
<input checked="" type="checkbox"/>	2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
<input type="checkbox"/>	2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	1968 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>	NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>	OTHER



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Page 111

Appendix B – Architectural Program

Select Project

Type:

Check all that apply.
Refer to the Existing
Building Code for
definitions.

- ☐ New Building
- ☐ Repair
- ☐ Alteration Level 1
- ☐ Alteration Level 2

- ☒ Alteration Level 3
- ☒ Change of Occupancy
- ☐ Addition
- ☐ Historic Building

- ☐ Demolition
- ☐ Chapter 3. Prescriptive Compliance Method
- ☐ Chapter 13. Performance Compliance Method

Select Work

Involved:

Check all that apply.

- ☒ General Construction
- ☐ Roofing
- ☒ Asbestos
Abatement/Environmental
- ☒ Fire Alarm

- ☐ Structural
- ☒ Mechanical
- ☒ Plumbing
- ☒ Electrical

- ☐ Site Work
- ☒ Sprinkler
- ☐ Elevators
- ☐ Other: _____

CODE COMPLIANCE REVIEW

Applicant shall provide all applicable information in regards to the code topic and section listed below.

- Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC: Fire Code**, **PC: Plumbing Code**, **MC: Mechanical Code**, **FGC: Fuel Gas Code**, **ECCC: Energy Conservation Code**.
- Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA: Not Applicable**, **NR: Not Required**, **NP: Not Permitted**.
- Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
1	Use & Occupancy Classification	302.1 - 312	309.1	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Mercantile (drug stores)	Provided.

Appendix B



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	N/A	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.	N/A	N/A
3	Hazardous Materials	414	N/A	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.	N/A	N/A
4	Hazardous Materials Control Areas	414.2	N/A	Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A	N/A
5	Building Area & Height	501-507	N/A	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	N/A Existing Structure, no enlargement	N/A
6	Incidental Use Areas	508.2	Table 508.2	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	1-hour fire separation or provide automatic fire-extinguishing system	Complies



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	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A single tenant 1-story structure	N/A
8	Nonseparated Uses	508.3.2	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A single tenant 1-story structure	N/A
9	Separated Uses (Ratio < 1)	508.3.3	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
10	Construction Classification	602	602	Provide Construction Classification per each building included in Application.	602	N/A Existing structure, no enlargement
11	Fire Resistance Rating Req'm't for Building Elements	Table 601	Table 601	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	Nonbearing wall and partitions (interior). Rated walls not required	Complies.



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	N/A	Identify required fire resistance rating of exterior walls on Building Plan(s).	N/A Existing structure, no enlargement	N/A Existing structure, no enlargement
13	Exterior Fire Separation Distance	Table 602	N/A	Identify required fire separation distance of exterior walls between Buildings on Plan.	N/A Existing structure, no enlargement	N/A Existing structure, no enlargement
14	Fire Walls	705	Table 705.4	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	3-hour rated fire wall required	Complies.
15	Fire Barriers	706	N/A	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/A	N/A
16	Shaft Enclosures	707	N/A	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/A 1-story building	N/A 1-story building
17	Fire Partitions	708	N/A	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/A single tenant 1-story structure	N/A single tenant 1-story structure



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	N/A	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/A	N/A
19	Fire Protection: Sprinkler System	903	704.2.2 NYS BC, Existing	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.	N/A Doesn't meet all of the conditions that would make this space require a sprinkler	N/A Doesn't meet all of the conditions that would make this space require a sprinkler
20	Alt. Fire Extinguishing System	904	N/A	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/A This is an alternative for a sprinkler, which is not required	N/A This is an alternative for a sprinkler, which is not required
21	Standpipe System	905	N/A	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/A Existing building	N/A Existing building
22	Fire Alarm & Detection Systems	907	704 NYS BC, Existing	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)	704.4.1 Alarm notification appliances within the work area should be provided and automatically activated	Complies.



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	N/A	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/A	N/A
24	Fire Department Connections	912	912	Identify Fire Department connections in accordance with NFPA applicable standard.	912	Complies.
25	Exits	1001.1 & 2	705.3.1.1 NYS BC, Existing	Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	Only one exit required.	Complies.
26	Occupant Load	1004 & Table 1004.1.1	Table 1019.2	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Maximum occupant load 30 with one means of egress.	Complies.
27	Egress Width	1005	Table 1005.1	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	.2" of egress width per occupant	Complies.
28	Accessible Means of Egress	1007.1	1007	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	1007	Complies.



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	1008	Means of egress doors shall meet the requirements of this section.	1008	Complies.
30	Interior Stairs	1009	N/A	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.	N/A 1-story, no stairs	N/A 1-story, no stairs
31	Ramps	1010.1	N/A	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	N/A 1-story, no ramps	N/A 1-story, no ramps
32	Common Path of Travel	1014.3	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.	1014.3	Complies.
33	Exit Doorway Arrangement	1015	1015.2	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.	1015.2	Complies.
34	Corridor Fire Rating	1017.1	Table 1017.1	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Required fire-resistance rating: 1 hour minimum	Complies.



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	1017.2	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	36" minimum	Complies.
36	Dead End Corridor	1017.3	N/A	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	N/A	N/A
37	Number of Exits and Continuity	1019	1019.2	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	Only one exit required.	Complies.
38	Vertical Exit Enclosures	1020	N/A	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A No exit stairs or ramps, thus not required	N/A No exit stairs or ramps, thus not required
39	Exit Passageways	1021	1021	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	1021	Complies.
40	Horizontal Exits	1022	N/A	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	Not required.	Not provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023	N/A	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Not required.	Not provided.
42	Exit Discharge	1024	1024	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	1024	Complies.
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)	Chapter 11 BC, ADA	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.	Chapter 11 BC, ADA	Complies.
44	Energy Conservation	2010 NYS ECCC & IECC 2012	2014 NYC ECCC	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).	Analysis to be provided.	
45	Emergency & Standby Power	2702.1	N/A	Identify emergency & Standby Power locations and specifications of the system to be provided.	N/A Existing structure	N/A Existing structure
46	Smoke Control Systems	2702.2.2	N/A	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A Existing structure	N/A Existing structure



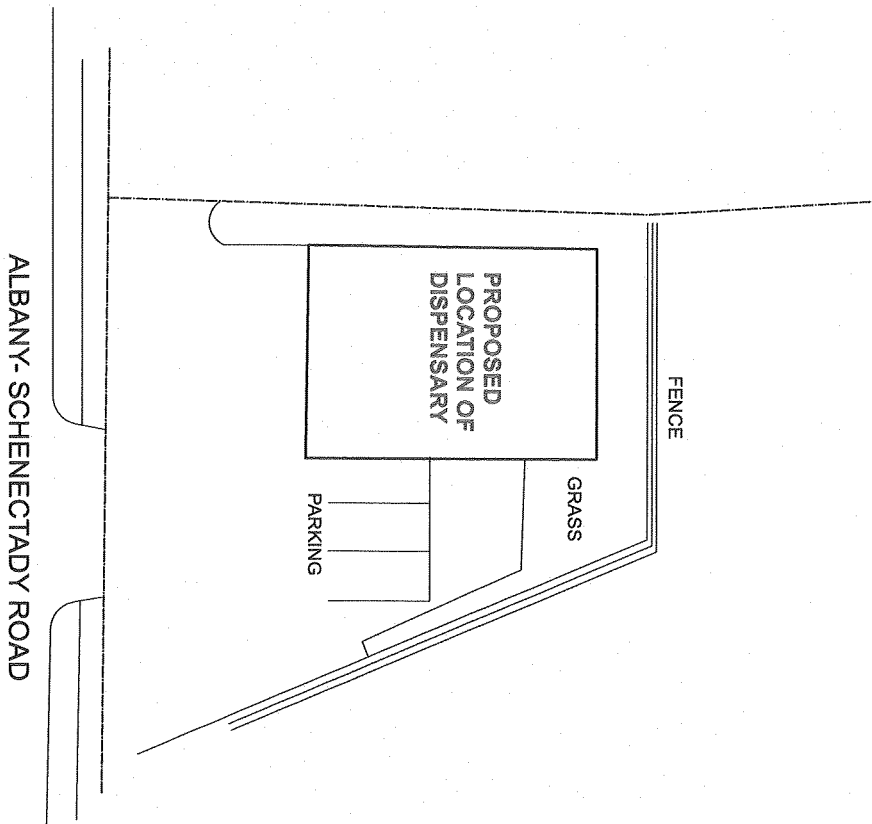
Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1	PC Table 403.1	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	PC Table 403.1	Complies.
48	Available Street Water Pressure		N/A	Provide the available street or well water pressure.	N/A Existing structure	N/A Existing structure
49	Fire Apparatus Access Road	FC503.1	N/A	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	N/A Existing structure	N/A Existing structure



**Attachment to NYS D.O.H. – Medical Marijuana Program, Appendix B –
Architectural Program
Dispensary**

<u>Date</u>	<u>Task</u>
Wk 1	Application for Building permit.
Wk 2	Building Department Approval.
Wk 3	Interior Demolition – three days Lay Out – three days Electrical/mechanical inspection by local building department.
Wk 4	Interior framing, electrical wiring, plumbing, ballistic wall protection, security doors, CCTV wiring.
Wk 5	Drywall installation, tape and spackle, ceiling installation, lighting and fixture installation.
Wk 6	Paint, safe install, commissioning of CCTV & Security devices, flooring install, furniture fixture delivery and application for Certificate of Occupancy.
Wk 7	Certificate of Occupancy inspection, Commissioning of HVAC & Electrical, punch list, staffing and stocking.



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 1878 Route 300
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 New York, NY 10014
 T 212.679.6382
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Revisions

No.	Issue	Date

Drawing Title:

**MEDICAL MARIJUANA
 DISPENSARY SITE PLAN**

Location: 1845 Central Ave,
 Albany, NY 12205

Project No.: 1198-01
Date: 06/02/15

Scale: 1/16"=1'-0"
Sheet No.: 05

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Scale: _____ Sheet No. _____



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: Medigro Organics LLC

Facility Type: Manufacturing Facility ☐ Dispensing Facility ☒

Use and Occupancy Classification: Medical Marijuana Dispensary

Building Construction Type and Classification: Interior Alteration of existing buildings

Facility Address: 45 Hemlock Drive, Congers, NY 10920

Primary Contact Telephone number: 914-447-1363

Primary Contact Fax number: 845-268-3200

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

Applicant shall identify planning requirements, including but not limited to:

☐

TOWN BOARD APPROVAL

☐

PLANNING BOARD APPROVAL

☒

ZONING BOARD OF APPEALS APPROVAL

☐

PREPARATION OF CONSTRUCTION DOCUMENTS

☒

BUILDING PERMIT

☐

BIDDING PHASE

☐

CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)

☒

COMMENCEMENT OF CONSTRUCTION

☒

COMPLETION OF CONSTRUCTION



Appendix B – Architectural Program

PART II – SITE PLAN(S)

Applicant shall provide the appropriate details for each of the following by identifying the location and dimension on the Site Plan attached to the application for each building location.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrance and Exits | <input checked="" type="checkbox"/> Fire Lane and/or Fire Apparatus Road |
| <input checked="" type="checkbox"/> Public Parking Spaces | <input type="checkbox"/> Percentage of Green Space |
| <input checked="" type="checkbox"/> Staff Parking Spaces | <input type="checkbox"/> Location of Emergency Power Systems |
| <input checked="" type="checkbox"/> Accessible Parking Spaces | <input checked="" type="checkbox"/> Loading & Unloading |
| <input checked="" type="checkbox"/> Accessible Route(s) | <input type="checkbox"/> Security Gates & Fences |

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

Applicant shall provide the following minimum information to outline the specifications relating to the energy sources and engineering systems of each building included in the application.

- Energy Source:
- | | | |
|---|--------------------------------------|--|
| <input checked="" type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil | <input checked="" type="checkbox"/> Electric |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Other _____ | |
- Engineering Systems:
- ☒ Heating System: Type Forced A, Size 10 Tons Efficiency Ultra Hig,
Ventilation Requirements _____
- ☒ Cooling System: Type Forced A, Size 10 Tons Efficiency Ultra Hig,
Ventilation Requirements Fire Dampers sand Ductwork Instl
- ☐ Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____
- ☒ Electrical Distribution Available 1600 Amps @ 477 volts
- ☒ Water Supply: Municipal Water Service yes or Private Well Water _____
- ☒ Sewage: Municipal Sewer System yes or Private Septic System _____
- ☐ Emergency Power System:
Type _____, Size _____, Efficiency _____



Appendix B – Architectural Program

PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)

CHECK ALL APPLICABLE CODES FOR THE FACILITY

<input type="checkbox"/>	2010 BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	2010 FIRE CODE OF NYS
<input checked="" type="checkbox"/>	2010 PLUMBING CODE OF NYS
<input checked="" type="checkbox"/>	2010 MECHANICAL CODE OF NYS
<input checked="" type="checkbox"/>	2010 FUEL GAS CODE OF NYS
<input type="checkbox"/>	2010 PROPERTY MAINTENANCE CODE OF NYS
<input checked="" type="checkbox"/>	2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
<input type="checkbox"/>	2012 IECC COMMERCIAL PROVISIONS
<input checked="" type="checkbox"/>	2010 EXISTING BUILDING CODE OF NYS
<input checked="" type="checkbox"/>	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
<input type="checkbox"/>	2014 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	2008 NY CITY CONSTRUCTION CODE
<input type="checkbox"/>	1968 NY CITY CONSTRUCTION CODE
<input checked="" type="checkbox"/>	NFPA 101-06 LIFE SAFETY CODE
<input checked="" type="checkbox"/>	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
<input type="checkbox"/>	OTHER



Appendix B – Architectural Program

Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	<input type="checkbox"/> New Building <input type="checkbox"/> Repair <input type="checkbox"/> Alteration Level 1 <input checked="" type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Alteration Level 3 <input checked="" type="checkbox"/> Change of Occupancy <input type="checkbox"/> Addition <input type="checkbox"/> Historic Building	<input type="checkbox"/> Demolition <input type="checkbox"/> Chapter 3. Prescriptive Compliance Method <input type="checkbox"/> Chapter 13. Performance Compliance Method
Select Work Involved: Check all that apply.	<input checked="" type="checkbox"/> General Construction <input type="checkbox"/> Roofing <input checked="" type="checkbox"/> Asbestos Abatement/Environmental <input checked="" type="checkbox"/> Fire Alarm	<input type="checkbox"/> Structural <input checked="" type="checkbox"/> Mechanical <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical	<input type="checkbox"/> Site Work <input checked="" type="checkbox"/> Sprinkler <input type="checkbox"/> Elevators <input type="checkbox"/> Other: _____

CODE COMPLIANCE REVIEW


Applicant shall provide all applicable information in regards to the code topic and section listed below.

- 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	309.1	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Mercantile (drug stores)	Provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
2	Combustible Storage	413	N/A	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.	N/A	N/A
3	Hazardous Materials	414	N/A	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.	N/A	N/A
4	Hazardous Materials Control Areas	414.2	N/A	Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A	N/A
5	Building Area & Height	501-507	N/A	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	N/A Existing Structure, no enlargement	N/A
6	Incidental Use Areas	508.2	Table 508.2	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	1-hour fire separation or provide automatic fire-extinguishing 	Complies



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	508.3	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	508.3	Complies.
8	Nonseparated Uses	508.3.2	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A Separated uses	N/A
9	Separated Uses (Ratio < 1)	508.3.3	Table 508.3.3	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	2-hour required separation	Complies.
10	Construction Classification	602	602	Provide Construction Classification per each building included in Application.	602	N/A Existing structure, no enlargement
11	Fire Resistance Rating Req'm't for Building Elements	Table 601	Table 601	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	Nonbearing wall and partitions (interior). Rated walls not required	Complies.



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	N/A	Identify required fire resistance rating of exterior walls on Building Plan(s).	N/A Existing structure, no enlargement	N/A Existing structure, no enlargement
13	Exterior Fire Separation Distance	Table 602	N/A	Identify required fire separation distance of exterior walls between Buildings on Plan.	N/A Existing structure, no enlargement	N/A Existing structure, no enlargement
14	Fire Walls	705	Table 705.4	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	3-hour rated fire wall required	Complies.
15	Fire Barriers	706	N/A	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/A	N/A
16	Shaft Enclosures	707	N/A	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/A	N/A
17	Fire Partitions	708	N/A	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	N/A	N/A



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	N/A	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N/A	N/A
19	Fire Protection: Sprinkler System	903	704.2.2 NYS BC, Existing	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.	N/A Doesn't meet all of the conditions that would make this space require a sprinkler	N/A Doesn't meet all of the conditions that would make this space require a sprinkler
20	Alt. Fire Extinguishing System	904	N/A	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/A This is an alternative for a sprinkler, which is not required	N/A This is an alternative for a sprinkler, which is not required
21	Standpipe System	905	N/A	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/A Existing building	N/A Existing building
22	Fire Alarm & Detection Systems	907	704 NYS BC, Existing	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)	704.4.1 Alarm notification appliances within the work area should be provided and automatically activated	Complies.



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	N/A	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/A	N/A
24	Fire Department Connections	912	912	Identify Fire Department connections in accordance with NFPA applicable standard.	912	Complies.
25	Exits	1001.1 & 2	705.3.1.1 NYS BC, Existing	Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	Only one exit required.	Complies.
26	Occupant Load	1004 & Table 1004.1.1	Table 1019.2	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	Maximum occupant load 30 with one means of egress.	Complies.
27	Egress Width	1005	Table 1005.1	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	.2" of egress width per occupant	Complies.
28	Accessible Means of Egress	1007.1	1007	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	1007	Complies.



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	1008	Means of egress doors shall meet the requirements of this section.	1008	Complies.
30	Interior Stairs	1009	N/A	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.	N/A Not in scope of work	N/A Not in scope of work
31	Ramps	1010.1	N/A	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	N/A	N/A
32	Common Path of Travel	1014.3	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.	1014.3	Complies.
33	Exit Doorway Arrangement	1015	1015.2	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.	1015.2	Complies.
34	Corridor Fire Rating	1017.1	Table 1017.1	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	Required fire-resistance rating: 1 hour minimum	Complies.



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	1017.2	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	36" minimum	Complies.
36	Dead End Corridor	1017.3	N/A	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	N/A	N/A
37	Number of Exits and Continuity	1019	1019.2	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	Only one exit required.	Complies.
38	Vertical Exit Enclosures	1020	N/A	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A No exit stairs or ramps in scope, thus not required	N/A No exit stairs or ramps in scope thus not required
39	Exit Passageways	1021	1021	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	1021	Complies.
40	Horizontal Exits	1022	N/A	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	Not required.	Not provided.



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
41	Exterior Exit Ramps & Stairways	1023	N/A	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Not required.	Not provided.
42	Exit Discharge	1024	1024	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	1024	Complies.
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)	Chapter 11 BC, ADA	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.	Chapter 11 BC, ADA	Complies.
44	Energy Conservation	2010 NYS ECCC & IECC 2012	2014 NYC ECCC	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).	Analysis to be provided.	
45	Emergency & Standby Power	2702.1	N/A	Identify emergency & Standby Power locations and specifications of the system to be provided.	N/A Existing structure	N/A Existing structure
46	Smoke Control Systems	2702.2.2	N/A	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A Existing structure	N/A Existing structure



Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code ¹ (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value ² /Allowed Code Value	Facility's Actual Value ³
47	Plumbing Fixture Count	2902.1	PC Table 403.1	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	PC Table 403.1	Complies.
48	Available Street Water Pressure		N/A	Provide the available street or well water pressure.	N/A Existing structure	N/A Existing structure
49	Fire Apparatus Access Road	FC503.1	N/A	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	N/A Existing structure	N/A Existing structure

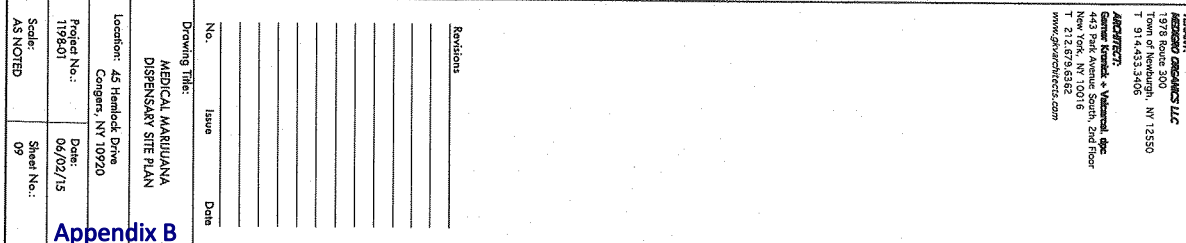


A Healthy Start in New York



**Attachment to NYS D.O.H. – Medical Marijuana Program, Appendix B –
Architectural Program
Dispensary**

<u>Date</u>	<u>Task</u>
Wk 1	Application for Building permit.
Wk 2	Building Department Approval.
Wk 3	Interior Demolition – three days Lay Out – three days Electrical/mechanical inspection by local building department.
Wk 4	Interior framing, electrical wiring, plumbing, ballistic wall protection, security doors, CCTV wiring.
Wk 5	Drywall installation, tape and spackle, ceiling installation, lighting and fixture installation.
Wk 6	Paint, safe install, commissioning of CCTV & Security devices, flooring install, furniture fixture delivery and application for Certificate of Occupancy.
Wk 7	Certificate of Occupancy inspection, Commissioning of HVAC & Electrical, punch list, staffing and stocking.





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Revisions

No.	Issue	Date

Drawing Title:

MEDICAL MARIJUANA
DISPENSARY PLAN

Location: 45 Hendrick Drive
Congers, NY 10920

Project No.: 119801
Date: 06/02/15

Scale: 1/8"=1'-0"
Sheet No.: 11

Appendix B

Project No.: 1198-01	Date: 06/02/15
-------------------------	-------------------

Scale: 1/4"=1'-0"

Sheet No. 01

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

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Page 142

Revisions

No.	Issue	Date
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**MEDICAL MARIJUANA
DISPENSARY PLAN**

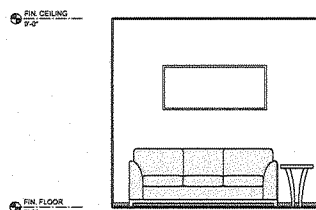
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Date:	06/03/15

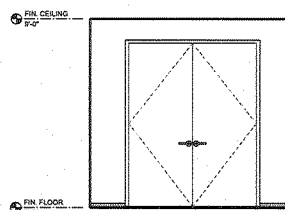
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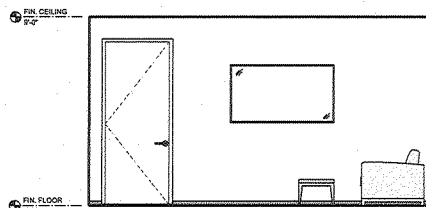
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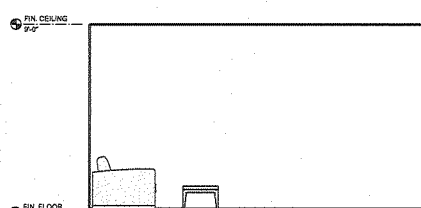
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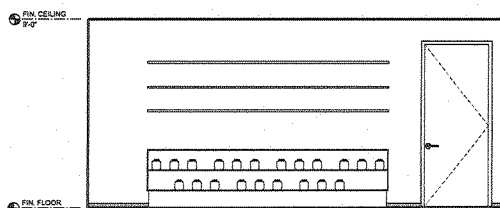
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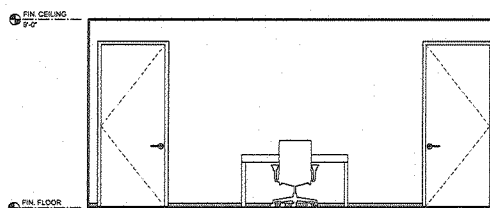
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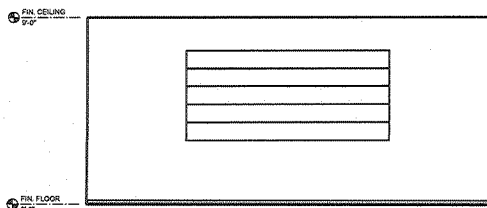
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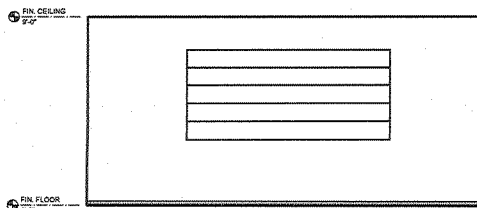
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Scale: 1/4" = 1'-0"



6 DISPENSARY ELEVATION
Scale: 1/4" = 1'-0"



8 DISPENSARY ELEVATION
Scale: 1/4" = 1'-0"



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Revisions

No. Issue Date

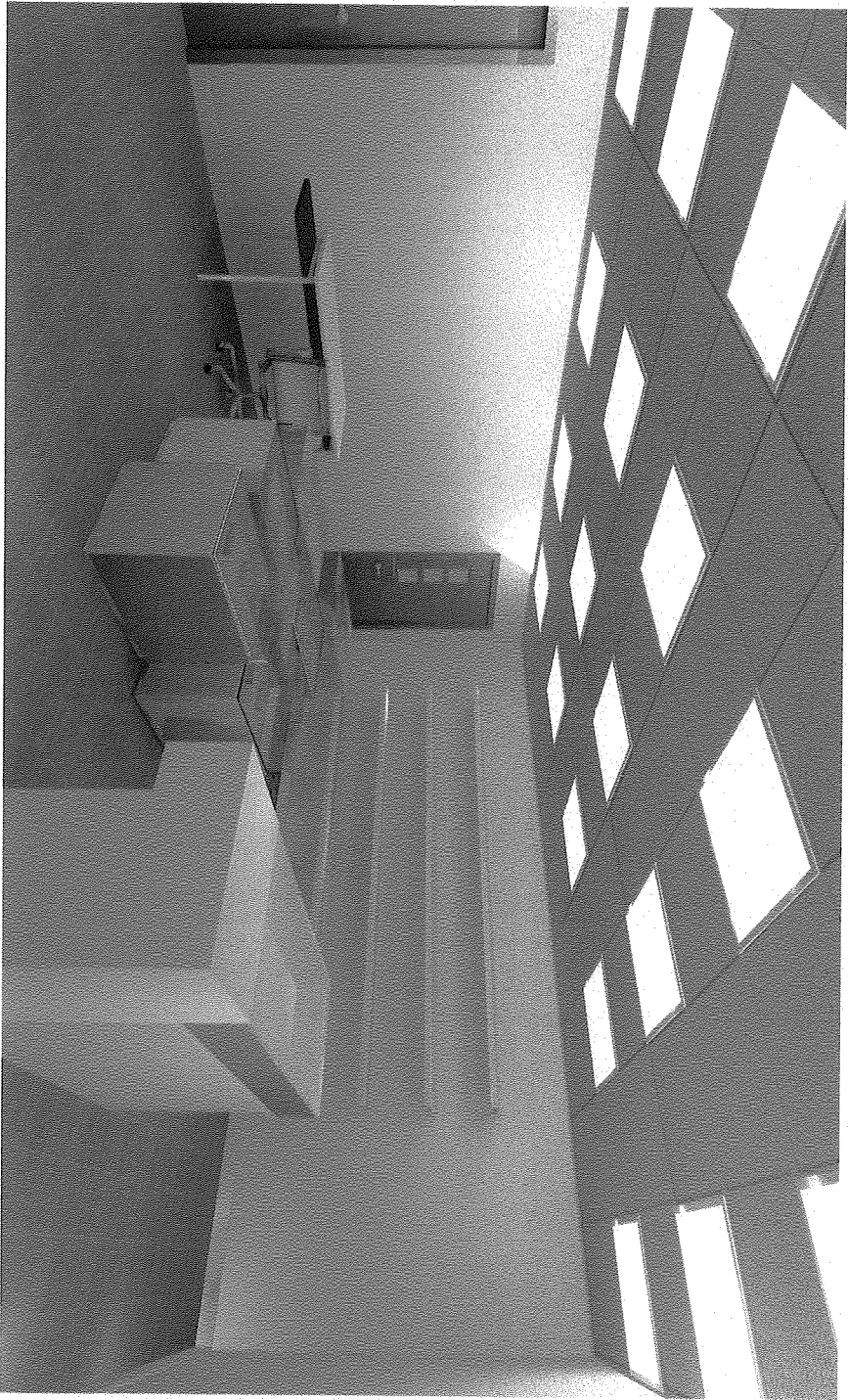
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MEDICAL MARIJUANA
DISPENSARY ELEVATIONS

Location: Prototype

Project No.: 1198-01 Date: 06/02/15

Scale: 1/4" = 1'-0" Sheet No.: 02



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Revisions

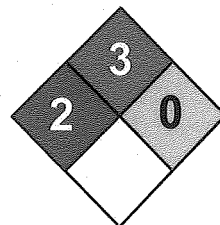
No.	Issue	Date

Drawing Title:
MEDICAL MARIJUANA DISPENSARY
RENDER, DISPENSARY

Location: Prototype

Project No.: 119801
Date: 06/02/15

Scale: 3/8" = 1'-0"
Sheet No.: 03



Health	2
Fire	3
Reactivity	0
Personal Protection	E

Material Safety Data Sheet

Ethyl alcohol 200 Proof MSDS

Section 1: Chemical Product and Company Identification

Product Name: Ethyl alcohol 200 Proof

Catalog Codes: SLE2248, SLE1357

CAS#: 64-17-5

RTECS: KQ6300000

TSCA: TSCA 8(b) inventory: Ethyl alcohol 200 Proof

CI#: Not applicable.

Synonym: Ethanol; Absolute Ethanol; Alcohol; Ethanol 200 proof; Ethyl Alcohol, Anhydrous; Ethanol, undenatured; Dehydrated Alcohol; Alcohol

Chemical Name: Ethyl Alcohol

Chemical Formula: CH₃CH₂OH

Contact Information:

Sciencelab.com, Inc.

14025 Smith Rd.

Houston, Texas 77396

US Sales: **1-800-901-7247**

International Sales: **1-281-441-4400**

Order Online: ScienceLab.com

CHEMTREC (24HR Emergency Telephone), call:

1-800-424-9300

International CHEMTREC, call: 1-703-527-3887

For non-emergency assistance, call: 1-281-441-4400

Section 2: Composition and Information on Ingredients

Composition:

Name	CAS #	% by Weight
Ethyl alcohol 200 Proof	64-17-5	100

Toxicological Data on Ingredients: Ethyl alcohol 200 Proof: ORAL (LD50): Acute: 7060 mg/kg [Rat]. 3450 mg/kg [Mouse]. VAPOR (LC50): Acute: 20000 ppm 8 hours [Rat]. 39000 mg/m 4 hours [Mouse].

Section 3: Hazards Identification

Potential Acute Health Effects:

Hazardous in case of skin contact (irritant), of eye contact (irritant), of inhalation. Slightly hazardous in case of skin contact (permeator), of ingestion.

Potential Chronic Health Effects:

Slightly hazardous in case of skin contact (sensitizer). **CARCINOGENIC EFFECTS:** A4 (Not classifiable for human or animal.) by ACGIH. **MUTAGENIC EFFECTS:** Mutagenic for mammalian somatic cells. Mutagenic for bacteria and/or yeast. **TERATOGENIC EFFECTS:** Classified PROVEN for human. **DEVELOPMENTAL TOXICITY:** Classified Development toxin [PROVEN]. Classified Reproductive system/toxin/female, Reproductive system/toxin/male [POSSIBLE]. The substance is toxic to blood, the reproductive system, liver, upper respiratory tract, skin, central nervous system (CNS). Repeated or prolonged exposure to the substance can produce target organs damage.

Section 4: First Aid Measures

Eye Contact:

Check for and remove any contact lenses. Immediately flush eyes with running water for at least 15 minutes, keeping eyelids open. Cold water may be used. Get medical attention.

Skin Contact:

In case of contact, immediately flush skin with plenty of water. Cover the irritated skin with an emollient. Remove contaminated clothing and shoes. Cold water may be used. Wash clothing before reuse. Thoroughly clean shoes before reuse. Get medical attention.

Serious Skin Contact:

Wash with a disinfectant soap and cover the contaminated skin with an anti-bacterial cream. Seek medical attention.

Inhalation:

If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention if symptoms appear.

Serious Inhalation:

Evacuate the victim to a safe area as soon as possible. Loosen tight clothing such as a collar, tie, belt or waistband. If breathing is difficult, administer oxygen. If the victim is not breathing, perform mouth-to-mouth resuscitation. Seek medical attention.

Ingestion:

Do NOT induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Loosen tight clothing such as a collar, tie, belt or waistband. Get medical attention if symptoms appear.

Serious Ingestion: Not available.

Section 5: Fire and Explosion Data

Flammability of the Product: Flammable.

Auto-Ignition Temperature: 363°C (685.4°F)

Flash Points: CLOSED CUP: 12.78°C (55°F). OPEN CUP: 17.78°C (64°F) (Cleveland).

Flammable Limits: LOWER: 3.3% UPPER: 19%

Products of Combustion: These products are carbon oxides (CO, CO₂).

Fire Hazards in Presence of Various Substances:

Highly flammable in presence of open flames and sparks, of heat. Slightly flammable to flammable in presence of oxidizing materials.

Explosion Hazards in Presence of Various Substances:

Risks of explosion of the product in presence of mechanical impact: Not available. Slightly explosive in presence of open flames and sparks, of heat, of oxidizing materials, of acids.

Fire Fighting Media and Instructions:

Flammable liquid, soluble or dispersed in water. SMALL FIRE: Use DRY chemical powder. LARGE FIRE: Use alcohol foam, water spray or fog.

Special Remarks on Fire Hazards:

Containers should be grounded. CAUTION: MAY BURN WITH NEAR INVISIBLE FLAME Vapor may travel considerable distance to source of ignition and flash back. May form explosive mixtures with air. Contact with Bromine pentafluoride is likely to cause fire or explosion. Ethanol ignites on contact with chromyl chloride. Ethanol ignites on contact with iodine heptafluoride gas. It ignites than explodes upon contact with nitrosyl perchlorate. Addition of platinum black catalyst caused ignition.

Special Remarks on Explosion Hazards:

Ethanol has an explosive reaction with the oxidized coating around potassium metal. Ethanol ignites and then explodes on contact with acetic anhydride + sodium hydrosulfate (ignites and may explode), disulfuric acid + nitric acid, phosphorous(III) oxide platinum, potassium-tert-butoxide+ acids. Ethanol forms explosive products in reaction with the following compound :

ammonia + silver nitrate (forms silver nitride and silver fulminate), iodine + phosphorus (forms ethane iodide), magnesium perchlorate (forms ethyl perchlorate), mercuric nitrate, nitric acid + silver (forms silver fulminate) silver nitrate (forms ethyl nitrate) silver(I) oxide + ammonia or hydrazine (forms silver nitride and silver fulminate), sodium (evolves hydrogen gas). Sodium Hydrazide + alcohol can produce an explosion. Alcohols should not be mixed with mercuric nitrate, as explosive mercuric fulminate may be formed. May form explosive mixture with manganese perchlorate + 2,2-dimethoxypropane. Addition of alcohols to highly concentrate hydrogen peroxide forms powerful explosives. Explodes on contact with calcium hypochlorite

Section 6: Accidental Release Measures

Small Spill:

Dilute with water and mop up, or absorb with an inert dry material and place in an appropriate waste disposal container.

Large Spill:

Flammable liquid. Keep away from heat. Keep away from sources of ignition. Stop leak if without risk. Absorb with DRY earth, sand or other non-combustible material. Do not touch spilled material. Prevent entry into sewers, basements or confined areas; dike if needed. Be careful that the product is not present at a concentration level above TLV. Check TLV on the MSDS and with local authorities.

Section 7: Handling and Storage

Precautions:

Keep locked up.. Keep away from heat. Keep away from sources of ignition. Ground all equipment containing material. Do not ingest. Do not breathe gas/fumes/ vapor/spray. Wear suitable protective clothing. In case of insufficient ventilation, wear suitable respiratory equipment. If ingested, seek medical advice immediately and show the container or the label. Avoid contact with skin and eyes. Keep away from incompatibles such as oxidizing agents, acids, alkalis, moisture.

Storage:

Store in a segregated and approved area. Keep container in a cool, well-ventilated area. Keep container tightly closed and sealed until ready for use. Avoid all possible sources of ignition (spark or flame). Do not store above 23°C (73.4°F).

Section 8: Exposure Controls/Personal Protection

Engineering Controls:

Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value. Ensure that eyewash stations and safety showers are proximal to the work-station location.

Personal Protection:

Splash goggles. Lab coat. Vapor respirator. Be sure to use an approved/certified respirator or equivalent. Gloves. Use a respirator if the exposure limit is exceeded.

Personal Protection in Case of a Large Spill:

Splash goggles. Full suit. Vapor respirator. Boots. Gloves. A self contained breathing apparatus should be used to avoid inhalation of the product. Suggested protective clothing might not be sufficient; consult a specialist BEFORE handling this product.

Exposure Limits:

TWA: 1900 (mg/m3) from OSHA (PEL) [United States] TWA: 1000 (ppm) from OSHA (PEL) [United States] TWA: 1900 (mg/m3) from NIOSH [United States] TWA: 1000 (ppm) from NIOSH [United States] TWA: 1000 (ppm) [United Kingdom (UK)] TWA: 1920 (mg/m3) [United Kingdom (UK)] TWA: 1000 STEL: 1250 (ppm) [Canada] Consult local authorities for acceptable exposure limits.

Section 9: Physical and Chemical Properties

Physical state and appearance: Liquid. (Liquid.)

Odor:

Mild to strong, rather pleasant; like wine or whiskey. Alcohol-like; Ethereal, vinous.

Taste: Pungent. Burning.

Molecular Weight: 46.07 g/mole

Color: Colorless. Clear

pH (1% soln/water): Not available.

Boiling Point: 78.5°C (173.3°F)

Melting Point: -114.1°C (-173.4°F)

Critical Temperature: 243°C (469.4°F)

Specific Gravity: 0.789 (Water = 1)

Vapor Pressure: 5.7 kPa (@ 20°C)

Vapor Density: 1.59 (Air = 1)

Volatility: Not available.

Odor Threshold: 100 ppm

Water/Oil Dist. Coeff.: The product is more soluble in water; $\log(\text{oil/water}) = -0.3$

Ionicity (in Water): Not available.

Dispersion Properties: See solubility in water, methanol, diethyl ether, acetone.

Solubility:

Easily soluble in cold water, hot water. Soluble in methanol, diethyl ether, acetone.

Section 10: Stability and Reactivity Data

Stability: The product is stable.

Instability Temperature: Not available.

Conditions of Instability: Incompatible materials, heat, sources of ignition.

Incompatibility with various substances: Reactive with oxidizing agents, acids, alkalis.

Corrosivity: Non-corrosive in presence of glass.

Special Remarks on Reactivity:

Ethanol rapidly absorbs moisture from the air. Can react vigorously with oxidizers. The following oxidants have been demonstrated to undergo vigorous/explosive reaction with ethanol: barium perchlorate, bromine pentafluoride, calcium hypochlorite, chloryl perchlorate, chromium trioxide, chromyl chloride, dioxygen difluoride, disulfuryl difluoride, fluorine nitrate, hydrogen peroxide, iodine heptafluoride, nitric acid nitrosyl perchlorate, perchloric acid permanganic acid, peroxodisulfuric acid, potassium dioxide, potassium perchlorate, potassium permanganate, ruthenium(VIII) oxide, silver perchlorate, silver peroxide, uranium hexafluoride, uranyl perchlorate. Ethanol reacts violently/expodes with the following compounds: acetyl bromide (evolves hydrogen bromide) acetyl chloride, aluminum, sesquibromide ethylate, ammonium hydroxide & silver oxide, chlorate, chromic anhydride, cyanuric acid + water, dichloromethane + sulfuric acid + nitrate (or) nitrite, hydrogen peroxide + sulfuric acid, iodine + methanol + mercuric oxide, manganese perchlorate + 2,2-dimethoxy propane, perchlorates, permanganates + sulfuric acid, potassium superoxide, potassium tert-butoxide, silver & nitric acid, silver perchlorate, sodium hydrazide, sulfuric acid + sodium dichromate, tetrachlorosilane + water. Ethanol is also incompatible with platinum, and sodium. No really safe conditions exist under which ethyl alcohol and chlorine oxides can be handled. Reacts vigorously with acetyl chloride

Special Remarks on Corrosivity: Not available.

Polymerization: Will not occur.

Section 11: Toxicological Information

Routes of Entry: Absorbed through skin. Dermal contact. Eye contact. Inhalation. Ingestion.

Toxicity to Animals:

WARNING: THE LC50 VALUES HEREUNDER ARE ESTIMATED ON THE BASIS OF A 4-HOUR EXPOSURE. Acute oral toxicity (LD50): 3450 mg/kg [Mouse]. Acute toxicity of the vapor (LC50): 39000 mg/m³ 4 hours [Mouse].

Chronic Effects on Humans:

CARCINOGENIC EFFECTS: A4 (Not classifiable for human or animal.) by ACGIH. **MUTAGENIC EFFECTS:** Mutagenic for mammalian somatic cells. Mutagenic for bacteria and/or yeast. **TERATOGENIC EFFECTS:** Classified PROVEN for human. **DEVELOPMENTAL TOXICITY:** Classified Development toxin [PROVEN]. Classified Reproductive system/toxin/female, Reproductive system/toxin/male [POSSIBLE]. Causes damage to the following organs: blood, the reproductive system, liver, upper respiratory tract, skin, central nervous system (CNS).

Other Toxic Effects on Humans:

Hazardous in case of skin contact (irritant), of inhalation. Slightly hazardous in case of skin contact (permeator), of ingestion.

Special Remarks on Toxicity to Animals:

Lowest Published Dose/Conc: LDL[Human] - Route: Oral; Dose: 1400 mg/kg LDL[Human child] - Route: Oral; Dose: 2000 mg/kg LDL[Rabbit] - Route: Skin; Dose: 20000 mg/kg

Special Remarks on Chronic Effects on Humans:

May affect genetic material (mutagenic) Causes adverse reproductive effects and birth defects (teratogenic) , based on moderate to heavy consumption. May cause cancer based on animal data. Human: passes through the placenta, excreted in maternal milk.

Special Remarks on other Toxic Effects on Humans:

Acute potential health effects: Skin: causes skin irritation Eyes: causes eye irritation Ingestion: May cause gastrointestinal tract irritation with nausea, vomiting, diarrhea, and alterations in gastric secretions. May affect behavior/central nervous system (central nervous system depression - amnesia, headache, muscular incoordination, excitation, mild euphoria, slurred speech, drowsiness, staggering gait, fatigue, changes in mood/personality, excessive talking, dizziness, ataxia, somnolence, coma/narcosis, hallucinations, distorted perceptions, general anesthetic), peripheral nervous system (spastic paralysis) vision (diplopia). Moderately toxic and narcotic in high concentrations. May also affect metabolism, blood, liver, respiration (dyspnea), and endocrine system. May affect respiratory tract, cardiovascular(cardiac arrhythmias, hypotension), and urinary systems. Inhalation: May cause irritation of the respiratory tract and affect behavior/central nervous system with symptoms similar to ingestion. Chronic Potential Health Effects: Skin: Prolonged or repeated skin contact may cause dermatitis, an allergic reaction. Ingestion: Prolonged or repeated ingestion will have similar effects as acute ingestion. It may also affect the brain.

Section 12: Ecological Information

Ecotoxicity: Ecotoxicity in water (LC50): 14000 mg/l 96 hours [Rainbow trout]. 11200 mg/l 24 hours [fingerling trout].

BOD5 and COD: Not available.

Products of Biodegradation:

Possibly hazardous short term degradation products are not likely. However, long term degradation products may arise.

Toxicity of the Products of Biodegradation: The product itself and its products of degradation are not toxic.

Special Remarks on the Products of Biodegradation: Not available.

Section 13: Disposal Considerations

Waste Disposal:

Waste must be disposed of in accordance with federal, state and local environmental control regulations.

Section 14: Transport Information

DOT Classification: CLASS 3: Flammable liquid.

Identification: : Ethanol UNNA: 1170 PG: II

Special Provisions for Transport: Not available.

Section 15: Other Regulatory Information

Federal and State Regulations:

California prop. 65: This product contains the following ingredients for which the State of California has found to cause cancer, birth defects or other reproductive harm, which would require a warning under the statute: Ethyl alcohol 200 Proof (in alcoholic beverages) California prop. 65: This product contains the following ingredients for which the State of California has found to cause birth defects which would require a warning under the statute: Ethyl alcohol 200 Proof (in alcoholic beverages) Connecticut hazardous material survey.: Ethyl alcohol 200 Proof Illinois toxic substances disclosure to employee act: Ethyl alcohol 200 Proof Rhode Island RTK hazardous substances: Ethyl alcohol 200 Proof Pennsylvania RTK: Ethyl alcohol 200 Proof Florida: Ethyl alcohol 200 Proof Minnesota: Ethyl alcohol 200 Proof Massachusetts RTK: Ethyl alcohol 200 Proof Massachusetts spill list: Ethyl alcohol 200 Proof New Jersey: Ethyl alcohol 200 Proof Tennessee: Ethyl alcohol 200 Proof California - Directors List of Hazardous Substances (8 CCR 339): Ethyl alcohol 200 Proof TSCA 8(b) inventory: Ethyl alcohol 200 Proof

Other Regulations:

OSHA: Hazardous by definition of Hazard Communication Standard (29 CFR 1910.1200). EINECS: This product is on the European Inventory of Existing Commercial Chemical Substances.

Other Classifications:

WHMIS (Canada):

CLASS B-2: Flammable liquid with a flash point lower than 37.8°C (100°F). CLASS D-2A: Material causing other toxic effects (VERY TOXIC).

DSCL (EEC):

R11- Highly flammable. S7- Keep container tightly closed. S16- Keep away from sources of ignition - No smoking.

HMIS (U.S.A.):

Health Hazard: 2

Fire Hazard: 3

Reactivity: 0

Personal Protection: E

National Fire Protection Association (U.S.A.):

Health: 2

Flammability: 3

Reactivity: 0

Specific hazard:

Protective Equipment:

Gloves. Lab coat. Vapor respirator. Be sure to use an approved/certified respirator or equivalent. Wear appropriate respirator when ventilation is inadequate. Splash goggles.

Section 16: Other Information

References:

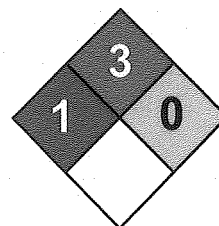
-SAX, N.I. Dangerous Properties of Industrial Materials. Toronto, Van Nostrand Reinold, 6e ed. 1984. -Material safety data sheet emitted by: la Commission de la Santé et de la Sécurité du Travail du Québec. -Hawley, G.G.. The Condensed Chemical Dictionary, 11e ed., New York N.Y., Van Nostrand Reinold, 1987. -The Sigma-Aldrich Library of Chemical Safety Data, Edition II. HSDB, RTECS, and LOLI databases.

Other Special Considerations: Not available.

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Health	2
Fire	3
Reactivity	0
Personal Protection	H

Material Safety Data Sheet

Isopropyl alcohol MSDS

Section 1: Chemical Product and Company Identification

Product Name: Isopropyl alcohol

Catalog Codes: SLI1153, SLI1579, SLI1906, SLI1246, SLI1432

CAS#: 67-63-0

RTECS: NT8050000

TSCA: TSCA 8(b) inventory: Isopropyl alcohol

CI#: Not available.

Synonym: 2-Propanol

Chemical Name: isopropanol

Chemical Formula: C3-H8-O

Contact Information:

Sciencelab.com, Inc.

14025 Smith Rd.

Houston, Texas 77396

US Sales: **1-800-901-7247**

International Sales: **1-281-441-4400**

Order Online: ScienceLab.com

CHEMTREC (24HR Emergency Telephone), call:
1-800-424-9300

International CHEMTREC, call: 1-703-527-3887

For non-emergency assistance, call: 1-281-441-4400

Section 2: Composition and Information on Ingredients

Composition:

Name	CAS #	% by Weight
Isopropyl alcohol	67-63-0	100

Toxicological Data on Ingredients: Isopropyl alcohol: ORAL (LD50): Acute: 5045 mg/kg [Rat]. 3600 mg/kg [Mouse]. 6410 mg/kg [Rabbit]. DERMAL (LD50): Acute: 12800 mg/kg [Rabbit].

Section 3: Hazards Identification

Potential Acute Health Effects:

Hazardous in case of eye contact (irritant), of ingestion, of inhalation. Slightly hazardous in case of skin contact (irritant, sensitizer, permeator).

Potential Chronic Health Effects:

Slightly hazardous in case of skin contact (sensitizer). CARCINOGENIC EFFECTS: A4 (Not classifiable for human or animal.) by ACGIH, 3 (Not classifiable for human.) by IARC. MUTAGENIC EFFECTS: Not available. TERATOGENIC EFFECTS: Not available. DEVELOPMENTAL TOXICITY: Classified Reproductive system/toxin/female, Development toxin [POSSIBLE]. The substance may be toxic to kidneys, liver, skin, central nervous system (CNS). Repeated or prolonged exposure to the substance can produce target organs damage.

Section 4: First Aid Measures

Eye Contact:

Check for and remove any contact lenses. In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Cold water may be used. Get medical attention.

Skin Contact:

Wash with soap and water. Cover the irritated skin with an emollient. Get medical attention if irritation develops. Cold water may be used.

Serious Skin Contact: Not available.

Inhalation:

If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention if symptoms appear.

Serious Inhalation:

Evacuate the victim to a safe area as soon as possible. Loosen tight clothing such as a collar, tie, belt or waistband. If breathing is difficult, administer oxygen. If the victim is not breathing, perform mouth-to-mouth resuscitation. Seek medical attention.

Ingestion:

Do NOT induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Loosen tight clothing such as a collar, tie, belt or waistband. Get medical attention if symptoms appear.

Serious Ingestion: Not available.

Section 5: Fire and Explosion Data

Flammability of the Product: Flammable.

Auto-Ignition Temperature: 399°C (750.2°F)

Flash Points: CLOSED CUP: 11.667°C (53°F) - 12.778 deg. C (55 deg. F) (TAG)

Flammable Limits: LOWER: 2% UPPER: 12.7%

Products of Combustion: These products are carbon oxides (CO, CO₂).

Fire Hazards in Presence of Various Substances:

Highly flammable in presence of open flames and sparks, of heat. Flammable in presence of oxidizing materials. Non-flammable in presence of shocks.

Explosion Hazards in Presence of Various Substances:

Risks of explosion of the product in presence of mechanical impact: Not available. Explosive in presence of open flames and sparks, of heat.

Fire Fighting Media and Instructions:

Flammable liquid, soluble or dispersed in water. SMALL FIRE: Use DRY chemical powder. LARGE FIRE: Use alcohol foam, water spray or fog.

Special Remarks on Fire Hazards:

Vapor may travel considerable distance to source of ignition and flash back. CAUTION: MAY BURN WITH NEAR INVISIBLE FLAME. Hydrogen peroxide sharply reduces the autoignition temperature of Isopropyl alcohol. After a delay, Isopropyl alcohol ignites on contact with dioxgenyl tetrafluorborate, chromium trioxide, and potassium tert-butoxide. When heated to decomposition it emits acrid smoke and fumes.

Special Remarks on Explosion Hazards:

Secondary alcohols are readily autooxidized in contact with oxygen or air, forming ketones and hydrogen peroxide. It can become potentially explosive. It reacts with oxygen to form dangerously unstable peroxides which can concentrate and explode during distillation or evaporation. The presence of 2-butanone increases the reaction rate for peroxide formation. Explosive in the form of vapor when exposed to heat or flame. May form explosive mixtures with air. Isopropyl alcohol + phosgene forms isopropyl chloroformate and hydrogen chloride. In the presence of iron salts, thermal decomposition can occur, which in some cases can become explosive. A homogeneous mixture of concentrated peroxides + isopropyl alcohol are capable of detonation by shock or heat. Barium perchlorate + isopropyl alcohol gives the highly explosive alkyl perchlorates.

It forms explosive mixtures with trinitormethane and hydrogen peroxide. It produces a violent explosive reaction when heated with aluminum isopropoxide + crotonaldehyde. Mixtures of isopropyl alcohol + nitroform are explosive.

Section 6: Accidental Release Measures

Small Spill:

Dilute with water and mop up, or absorb with an inert dry material and place in an appropriate waste disposal container.

Large Spill:

Flammable liquid. Keep away from heat. Keep away from sources of ignition. Stop leak if without risk. Absorb with DRY earth, sand or other non-combustible material. Do not touch spilled material. Prevent entry into sewers, basements or confined areas; dike if needed. Be careful that the product is not present at a concentration level above TLV. Check TLV on the MSDS and with local authorities.

Section 7: Handling and Storage

Precautions:

Keep away from heat. Keep away from sources of ignition. Ground all equipment containing material. Do not ingest. Do not breathe gas/fumes/ vapor/spray. Avoid contact with eyes. Wear suitable protective clothing. In case of insufficient ventilation, wear suitable respiratory equipment. If ingested, seek medical advice immediately and show the container or the label. Keep away from incompatibles such as oxidizing agents, acids.

Storage:

Store in a segregated and approved area. Keep container in a cool, well-ventilated area. Keep container tightly closed and sealed until ready for use. Avoid all possible sources of ignition (spark or flame).

Section 8: Exposure Controls/Personal Protection

Engineering Controls:

Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value. Ensure that eyewash stations and safety showers are proximal to the work-station location.

Personal Protection:

Splash goggles. Lab coat. Vapor respirator. Be sure to use an approved/certified respirator or equivalent. Gloves.

Personal Protection in Case of a Large Spill:

Splash goggles. Full suit. Vapor respirator. Boots. Gloves. A self contained breathing apparatus should be used to avoid inhalation of the product. Suggested protective clothing might not be sufficient; consult a specialist BEFORE handling this product.

Exposure Limits:

TWA: 983 STEL: 1230 (mg/m³) [Australia] TWA: 200 STEL: 400 (ppm) from ACGIH (TLV) [United States] [1999] TWA: 980 STEL: 1225 (mg/m³) from NIOSH TWA: 400 STEL: 500 (ppm) from NIOSH TWA: 400 STEL: 500 (ppm) [United Kingdom (UK)] TWA: 999 STEL: 1259 (mg/m³) [United Kingdom (UK)] TWA: 400 STEL: 500 (ppm) from OSHA (PEL) [United States] TWA: 980 STEL: 1225 (mg/m³) from OSHA (PEL) [United States] Consult local authorities for acceptable exposure limits.

Section 9: Physical and Chemical Properties

Physical state and appearance: Liquid.

Odor:

Pleasant. Odor resembling that of a mixture of ethanol and acetone.

Taste: Bitter. (Slight.)

Molecular Weight: 60.1 g/mole

Color: Colorless.

pH (1% soln/water): Not available.

Boiling Point: 82.5°C (180.5°F)

Melting Point: -88.5°C (-127.3°F)

Critical Temperature: 235°C (455°F)

Specific Gravity: 0.78505 (Water = 1)

Vapor Pressure: 4.4 kPa (@ 20°C)

Vapor Density: 2.07 (Air = 1)

Volatility: Not available.

Odor Threshold:

22 ppm (Sittig, 1991) 700 ppm for unadapted panelists (Verschuren, 1983).

Water/Oil Dist. Coeff.: The product is equally soluble in oil and water; $\log(\text{oil/water}) = 0.1$

Ionicity (in Water): Not available.

Dispersion Properties: See solubility in water, methanol, diethyl ether, n-octanol, acetone.

Solubility:

Easily soluble in cold water, hot water, methanol, diethyl ether, n-octanol, acetone. Insoluble in salt solution. Soluble in benzene. Miscible with most organic solvents including alcohol, ethyl alcohol, chloroform.

Section 10: Stability and Reactivity Data

Stability: The product is stable.

Instability Temperature: Not available.

Conditions of Instability: Heat, Ignition sources, incompatible materials

Incompatibility with various substances: Reactive with oxidizing agents, acids, alkalis.

Corrosivity: Non-corrosive in presence of glass.

Special Remarks on Reactivity:

Reacts violently with hydrogen + palladium combination, nitroform, oleum, COCl_2 , aluminum triisopropoxide, oxidants
Incompatible with acetaldehyde, chlorine, ethylene oxide, isocyanates, acids, alkaline earth, alkali metals, caustics, amines, crotonaldehyde, phosgene, ammonia. Isopropyl alcohol reacts with metallic aluminum at high temperatures. Isopropyl alcohol attacks some plastics, rubber, and coatings. Vigorous reaction with sodium dichromate + sulfuric acid.

Special Remarks on Corrosivity: May attack some forms of plastic, rubber and coating

Polymerization: Will not occur.

Section 11: Toxicological Information

Routes of Entry: Absorbed through skin. Dermal contact. Eye contact. Inhalation.

Toxicity to Animals:

WARNING: THE LC50 VALUES HEREUNDER ARE ESTIMATED ON THE BASIS OF A 4-HOUR EXPOSURE. Acute oral toxicity (LD50): 3600 mg/kg [Mouse]. Acute dermal toxicity (LD50): 12800 mg/kg [Rabbit]. Acute toxicity of the vapor (LC50): 16000 8 hours [Rat].

Chronic Effects on Humans:

CARCINOGENIC EFFECTS: A4 (Not classifiable for human or animal.) by ACGIH, 3 (Not classifiable for human.) by IARC.
DEVELOPMENTAL TOXICITY: Classified Reproductive system/toxin/female, Development toxin [POSSIBLE]. May cause damage to the following organs: kidneys, liver, skin, central nervous system (CNS).

Other Toxic Effects on Humans:

Hazardous in case of ingestion, of inhalation. Slightly hazardous in case of skin contact (irritant, sensitizer, permeator).

Special Remarks on Toxicity to Animals: Not available.**Special Remarks on Chronic Effects on Humans:**

May cause adverse reproductive/teratogenic effects (fertility, fetotoxicity, developmental abnormalities (developmental toxin)) based on animal studies. Detected in maternal milk in human.

Special Remarks on other Toxic Effects on Humans:

Acute Potential Health Effects: Skin: May cause mild skin irritation, and sensitization. Eyes: Can cause eye irritation.

Inhalation: Breathing in small amounts of this material during normal handling is not likely to cause harmful effects. However, breathing large amounts may be harmful and may affect the respiratory system and mucous membranes (irritation), behavior and brain (Central nervous system depression - headache, dizziness, drowsiness, stupor, incoordination, unconsciousness, coma and possible death), peripheral nerve and sensation, blood, urinary system, and liver. Ingestion: Swallowing small amounts during normal handling is not likely to cause harmful effects. Swallowing large amounts may be harmful. Swallowing large amounts may cause gastrointestinal tract irritation with nausea, vomiting and diarrhea, abdominal pain. It also may affect the urinary system, cardiovascular system, sense organs, behavior or central nervous system (somnolence, generally depressed activity, irritability, headache, dizziness, drowsiness), liver, and respiratory system (breathing difficulty). Chronic Potential Health Effects: May cause defatting of the skin and dermatitis and allergic reaction. May cause adverse reproductive effects based on animal data (studies).

Section 12: Ecological Information

Ecotoxicity: Ecotoxicity in water (LC50): 100000 mg/l 96 hours [Fathead Minnow]. 64000 mg/l 96 hours [Fathead Minnow].

BOD5 and COD: Not available.

Products of Biodegradation:

Possibly hazardous short term degradation products are not likely. However, long term degradation products may arise.

Toxicity of the Products of Biodegradation: The product itself and its products of degradation are not toxic.

Special Remarks on the Products of Biodegradation: Not available.

Section 13: Disposal Considerations**Waste Disposal:**

Waste must be disposed of in accordance with federal, state and local environmental control regulations.

Section 14: Transport Information

DOT Classification: CLASS 3: Flammable liquid.

Identification: : Isopropyl Alcohol UNNA: 1219 PG: II

Special Provisions for Transport: Not available.

Section 15: Other Regulatory Information**Federal and State Regulations:**

Connecticut hazardous material survey.: Isopropyl alcohol Illinois toxic substances disclosure to employee act: Isopropyl alcohol Rhode Island RTK hazardous substances: Isopropyl alcohol Pennsylvania RTK: Isopropyl alcohol Florida: Isopropyl alcohol Minnesota: Isopropyl alcohol Massachusetts RTK: Isopropyl alcohol New Jersey: Isopropyl alcohol New Jersey spill list: Isopropyl alcohol Director's list of Hazardous Substances: Isopropyl alcohol Tennessee: Isopropyl alcohol TSCA 8(b) inventory: Isopropyl alcohol TSCA 4(a) final testing order: Isopropyl alcohol TSCA 8(a) IUR: Isopropyl alcohol TSCA 8(d) H

and S data reporting: Isopropyl alcohol: Effective date: 12/15/86 Sunset Date: 12/15/96 TSCA 12(b) one time export: Isopropyl alcohol SARA 313 toxic chemical notification and release reporting: Isopropyl alcohol

Other Regulations:

OSHA: Hazardous by definition of Hazard Communication Standard (29 CFR 1910.1200). EINECS: This product is on the European Inventory of Existing Commercial Chemical Substances.

Other Classifications:

WHMIS (Canada):

CLASS B-2: Flammable liquid with a flash point lower than 37.8°C (100°F). CLASS D-2B: Material causing other toxic effects (TOXIC).

DSCL (EEC):

R11- Highly flammable. R36- Irritating to eyes. S7- Keep container tightly closed. S16- Keep away from sources of ignition - No smoking. S24/25- Avoid contact with skin and eyes. S26- In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.

HMIS (U.S.A.):

Health Hazard: 2

Fire Hazard: 3

Reactivity: 0

Personal Protection: h

National Fire Protection Association (U.S.A.):

Health: 1

Flammability: 3

Reactivity: 0

Specific hazard:

Protective Equipment:

Gloves. Lab coat. Vapor respirator. Be sure to use an approved/certified respirator or equivalent. Wear appropriate respirator when ventilation is inadequate. Splash goggles.

Section 16: Other Information

References: Not available.

Other Special Considerations: Not available.

Created: 10/09/2005 05:53 PM

Last Updated: 05/21/2013 12:00 PM

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Azadirachtin

sc-257105

Material Safety Data Sheet



The Power is Question

Hazard Alert Code Key: EXTREME HIGH MODERATE LOW

Section 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

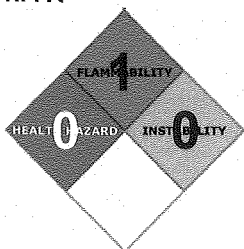
PRODUCT NAME

Azadirachtin

STATEMENT OF HAZARDOUS NATURE

CONSIDERED A HAZARDOUS SUBSTANCE ACCORDING TO OSHA 29 CFR 1910.1200.

NFPA



SUPPLIER

Company: Santa Cruz Biotechnology, Inc.

Address:

2145 Delaware Ave

Santa Cruz, CA 95060

Telephone: 800.457.3801 or 831.457.3800

Emergency Tel: CHEMWATCH: From within the US and Canada:

877-715-9305

Emergency Tel: From outside the US and Canada: +800 2436 2255

(1-800-CHEMCALL) or call +613 9573 3112

PRODUCT USE

The key insecticidal ingredient found in the neem tree; belongs to the class of molecule known as tetranortriterpenoids. It is structurally similar to insect hormones called "ecdysones" which control the process of metamorphosis as the insects pass from larva to pupa to adult. Metamorphosis requires the careful synchrony of many hormones and other physiological changes to be successful and azadirachtin seems to be an "ecdysone blocker" that blocks the insects production and release of vital hormones. Insects then, will not molt thus breaking their normal life-cycle. Azadirachtin may also serve as a feeding deterrent for some insects.. Depending on the stage of life-cycle, insect death may not occur for several days. However upon ingestion of minute quantities, insects become quiescent and stop feeding. Residual insecticidal activity is evident for 7 to 10 days or longer, depending on the insect and application rate. Azadirachtin is used to control whiteflies, aphids, thrips, fungus gnats, caterpillars, beetles, mushroom flies, mealybugs, leafminers, gypsy moths and others of food, greenhouse crops, ornamentals and turf. Reagent

SYNONYMS

C35-H44-O16, "dimethyl(2aR-(2aalpha, 3beta, 4beta(1aR*, 2S*, 3aS*, 6aS*, 7S*, ", "7aS*)4alphabetalpha, -, "5alpha, 7aS*, 8beta(E), 10beta, 10aalpha, 10bbeta))-10-(acetyloxy)octahydro-", "3, 5-dihydroxy-4-methyl-8-[(2-methyl-1-oxo-2-butenyl)oxy]-4-(3a, 6a, ", "7, 7a-tetrahydro-6a-hydroxy-7a-methyl-2, 7-methanofuro[2, 3-", "b]oxireno[e]oxepine-1a(2H)-yl)-1H, 7H-naphtho[1, 8-bc:4, 4a-c']difuran-", "5, 10a(8H)-dicarboxylate", "5alpha, 7aS*, 8beta(E), 10beta, 10aalpha, 10bbeta))-10-(acetyloxy)octahydro-", "3, 5-dihydroxy-4-methyl-8-[(2-methyl-1-oxo-2-butenyl)oxy]-4-(3a, 6a, ", "7, 7a-tetrahydro-6a-hydroxy-7a-methyl-2, 7-methanofuro[2, 3-", "b]oxireno[e]oxepine-1a(2H)-yl)-1H, 7H-naphtho[1, 8-bc:4, 4a-c']difuran-", "5, 10a(8H)-dicarboxylate", azad, Align, Azatin, Turplex, tetranortriterpenoid, "neem insecticide/pesticide", "ecdysone blocker"

Section 2 - HAZARDS IDENTIFICATION

CANADIAN WHMIS SYMBOLS

None

Azadirachtin

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The Power to Question

Hazard Alert Code Key: EXTREME HIGH MODERATE LOW

EMERGENCY OVERVIEW

RISK

Very toxic to aquatic organisms.

POTENTIAL HEALTH EFFECTS

ACUTE HEALTH EFFECTS

SWALLOWED

■ Although ingestion is not thought to produce harmful effects, the material may still be damaging to the health of the individual following ingestion, especially where pre-existing organ (e.g. liver, kidney) damage is evident. Present definitions of harmful or toxic substances are generally based on doses producing mortality (death) rather than those producing morbidity (disease, ill-health). Gastrointestinal tract discomfort may produce nausea and vomiting. In an occupational setting however, ingestion of insignificant quantities is not thought to be cause for concern.

EYE

■ Although the material is not thought to be an irritant, direct contact with the eye may cause transient discomfort characterized by tearing or conjunctival redness (as with windburn). Slight abrasive damage may also result. The material may produce foreign body irritation in certain individuals.

■ A primary eye irritation study in rabbits exposed to the technical grade azadirachtin was rated as mild to moderate after instillation of 0.1 gm undiluted material. At one hour post-instillation, the maximum eye irritation score was 15.3/110; by 24, 48 and 72 hours the scores were 6.1/110, 0.3/110 and 0.0/110 respectively. It was given a toxicity category of III.

SKIN

■ The material is not thought to produce adverse health effects or skin irritation following contact (as classified using animal models). Nevertheless, good hygiene practice requires that exposure be kept to a minimum and that suitable gloves be used in an occupational setting.

■ Open cuts, abraded or irritated skin should not be exposed to this material.

■ Entry into the blood-stream, through, for example, cuts, abrasions or lesions, may produce systemic injury with harmful effects. Examine the skin prior to the use of the material and ensure that any external damage is suitably protected.

■ Primary dermal irritation in rabbits when tested at a single dose (0.5 gm) azadirachtin by applying it the shaved backs, did not cause any dermal irritation after 4 hours exposure. The dermal score was zero for all treated rabbits at all examination times. A toxicity category of IV, mild to slightly irritating was assigned. An acute dermal toxicity study of rabbits exposed to the technical grade (2 gm/kg applied for 24 hours) produced dermal irritation that resolved by day 9. Azadirachtin was classified as a mild irritant. Mild dermal sensitisation in guinea pigs was found using the technical end-use product.

INHALED

■ The material is not thought to produce adverse health effects or irritation of the respiratory tract (as classified using animal models). Nevertheless, good hygiene practice requires that exposure be kept to a minimum and that suitable control measures be used in an occupational setting.

■ Persons with impaired respiratory function, airway diseases and conditions such as emphysema or chronic bronchitis, may incur further disability if excessive concentrations of particulate are inhaled.

CHRONIC HEALTH EFFECTS

■ There is limited evidence that, skin contact with this product is more likely to cause a sensitization reaction in some persons compared to the general population.

Long term exposure to high dust concentrations may cause changes in lung function i.e. pneumoconiosis; caused by particles less than 0.5 micron penetrating and remaining in the lung. Prime symptom is breathlessness; lung shadows show on X-ray.

A 90-day oral toxicity study in rats fed levels of 500, 2500 and 10000 ppm azadirachtin showed no signs of overt systemic toxicity at any dose level after 90 days feeding. Mean body weight was significantly decreased in the 10000 ppm males and females at weeks 3 and 4 respectively. This persisted for the duration of the 90 day feeding period. Male antifertility activity of neem leaf extract was studied in mice, rats, rabbits and guinea pigs by daily oral feeding of cold-water extract of fresh green neem leaves. An infertility effect was seen in treated male rats; there was a 66.7% reduction in fertility after 6 weeks, 80% after 9 weeks and 100% after 11 weeks. There was no inhibition of spermatogenesis. During this period there was no decrease in body weight and no other observed toxicological effects. There was a marked decrease in the mortality of spermatozoa. The infertility in rats was not associated with loss of libido or with impotence and the animals maintained normal mating behaviour. Neem extract also shows reversible male antifertility activity in mice without inhibition of spermatogenesis.

In guinea pigs and rabbits, however, it produced mortalities as demonstrated by the deaths of 66.6 and 74.9% guinea pigs and 80 and 90% rabbits at the end of week 4 and 6, respectively.

Rats dosed with 600 mg/kg/day formulated product for 90 days showed no overt adverse effects on target organs.

Technical azadirachtin was not mutagenic to *S. typhimurium* strains at 235, 500, 5000 ugm/plate, with or without activation. Ames test, UDS and mouse lymphoma studies were also negative.

Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

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Hazard Alert Code Key:

EXTREME

HIGH

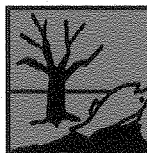
MODERATE

LOW

HAZARD RATINGS

	Min	Max
Flammability:	1	
Toxicity:	0	
Body Contact:	2	
Reactivity:	1	
Chronic:	2	

Min/Nil=0
Low=1
Moderate=2
High=3
Extreme=4



NAME

azadirachtin

CAS RN

11141-17-6

%

>98

Section 4 - FIRST AID MEASURES

SWALLOWED

-
- Immediately give a glass of water.
- First aid is not generally required. If in doubt, contact a Poisons Information Center or a doctor.

EYE

- If this product comes in contact with eyes:
 - Wash out immediately with water.
 - If irritation continues, seek medical attention.
 - Removal of contact lenses after an eye injury should only be undertaken by skilled personnel.

SKIN

- If skin contact occurs:
 - Immediately remove all contaminated clothing, including footwear
 - Flush skin and hair with running water (and soap if available).
 - Seek medical attention in event of irritation.

INHALED

-
- If dust is inhaled, remove from contaminated area.
- Encourage patient to blow nose to ensure clear passage of breathing.
- If irritation or discomfort persists seek medical attention.

NOTES TO PHYSICIAN

- Treat symptomatically.

Section 5 - FIRE FIGHTING MEASURES

Vapour Pressure (mmHG):	Negligible
Upper Explosive Limit (%):	Not available.
Specific Gravity (water=1):	Not available
Lower Explosive Limit (%):	Not available

EXTINGUISHING MEDIA

-
- Foam.
- Dry chemical powder.
- BCF (where regulations permit).
- Carbon dioxide.
- Water spray or fog - Large fires only.

Azadirachtin

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The Power to Question

Hazard Alert Code Key:	EXTREME	HIGH	MODERATE	LOW
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FIRE FIGHTING

- Alert Emergency Responders and tell them location and nature of hazard.
- Wear breathing apparatus plus protective gloves.
- Prevent, by any means available, spillage from entering drains or water course.
- Use water delivered as a fine spray to control fire and cool adjacent area.
- DO NOT approach containers suspected to be hot.
- Cool fire exposed containers with water spray from a protected location.
- If safe to do so, remove containers from path of fire.
- Equipment should be thoroughly decontaminated after use.

GENERAL FIRE HAZARDS/HAZARDOUS COMBUSTIBLE PRODUCTS

- Combustible solid which burns but propagates flame with difficulty.
- Avoid generating dust, particularly clouds of dust in a confined or unventilated space as dusts may form an explosive mixture with air, and any source of ignition, i.e. flame or spark, will cause fire or explosion. Dust clouds generated by the fine grinding of the solid are a particular hazard; accumulations of fine dust may burn rapidly and fiercely if ignited.
- Dry dust can be charged electrostatically by turbulence, pneumatic transport, pouring, in exhaust ducts and during transport.
- Build-up of electrostatic charge may be prevented by bonding and grounding.
- Powder handling equipment such as dust collectors, dryers and mills may require additional protection measures such as explosion venting.

Combustion products include: carbon monoxide (CO), carbon dioxide (CO₂), other pyrolysis products typical of burning organic material.

FIRE INCOMPATIBILITY

- Avoid contamination with oxidizing agents i.e. nitrates, oxidizing acids, chlorine bleaches, pool chlorine etc. as ignition may result.

PERSONAL PROTECTION

Glasses:

Safety Glasses.

Chemical goggles.

Gloves:

Respirator:

Particulate

Section 6 - ACCIDENTAL RELEASE MEASURES

MINOR SPILLS

- Environmental hazard - contain spillage.
- Clean up all spills immediately.
- Avoid contact with skin and eyes.
- Wear impervious gloves and safety glasses.
- Use dry clean up procedures and avoid generating dust.
- Sweep up or vacuum up (consider explosion-proof machines designed to be grounded during storage and use).
- Place spilled material in clean, dry, sealable, labeled container.

MAJOR SPILLS

- Environmental hazard - contain spillage.

Moderate hazard.

- CAUTION: Advise personnel in area.
- Alert Emergency Responders and tell them location and nature of hazard.
- Control personal contact by wearing protective clothing.
- Prevent, by any means available, spillage from entering drains or water courses.
- Recover product wherever possible.
- IF DRY: Use dry clean up procedures and avoid generating dust. Collect residues and place in sealed plastic bags or other containers for disposal. IF WET: Vacuum/shovel up and place in labelled containers for disposal.
- ALWAYS: Wash area down with large amounts of water and prevent runoff into drains.
- If contamination of drains or waterways occurs, advise emergency services.

PROTECTIVE ACTIONS FOR SPILL

WARNING

MAY DECOMPOSE EXPLOSIVELY AT HIGH TEMPERATURES.

Azadirachtin

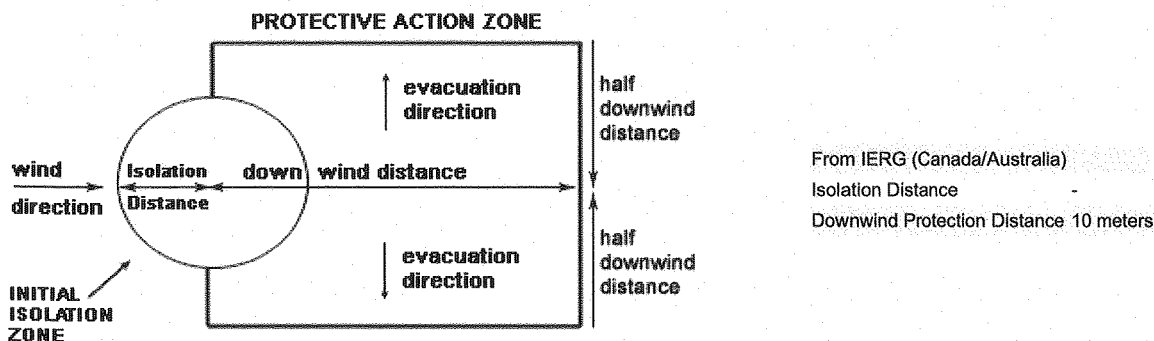
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Hazard Alert Code Key:

EXTREME	HIGH	MODERATE	LOW
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FOOTNOTES

1 PROTECTIVE ACTION ZONE is defined as the area in which people are at risk of harmful exposure. This zone assumes that random changes in wind direction confines the vapour plume to an area within 30 degrees on either side of the predominant wind direction, resulting in a crosswind protective action distance equal to the downwind protective action distance.

2 PROTECTIVE ACTIONS should be initiated to the extent possible, beginning with those closest to the spill and working away from the site in the downwind direction. Within the protective action zone a level of vapour concentration may exist resulting in nearly all unprotected persons becoming incapacitated and unable to take protective action and/or incurring serious or irreversible health effects.

3 INITIAL ISOLATION ZONE is determined as an area, including upwind of the incident, within which a high probability of localised wind reversal may expose nearly all persons without appropriate protection to life-threatening concentrations of the material.

4 SMALL SPILLS involve a leaking package of 200 litres (55 US gallons) or less, such as a drum (jerrican or box with inner containers). Larger packages leaking less than 200 litres and compressed gas leaking from a small cylinder are also considered "small spills". LARGE SPILLS involve many small leaking packages or a leaking package of greater than 200 litres, such as a cargo tank, portable tank or a "one-tonne" compressed gas cylinder.

5 Guide 171 is taken from the US DOT emergency response guide book.

6 IERG information is derived from CANUTEC - Transport Canada.

ACUTE EXPOSURE GUIDELINE LEVELS (AEGL) (in ppm)

AEGL 1: The airborne concentration of a substance above which it is predicted that the general population, including susceptible individuals, could experience notable discomfort, irritation, or certain asymptomatic nonsensory effects. However, the effects are not disabling and are transient and reversible upon cessation of exposure.

AEGL 2: The airborne concentration of a substance above which it is predicted that the general population, including susceptible individuals, could experience irreversible or other serious, long-lasting adverse health effects or an impaired ability to escape.

AEGL 3: The airborne concentration of a substance above which it is predicted that the general population, including susceptible individuals, could experience life-threatening health effects or death.

Section 7 - HANDLING AND STORAGE

PROCEDURE FOR HANDLING

- Avoid all personal contact, including inhalation.
- Wear protective clothing when risk of exposure occurs.
- Use in a well-ventilated area.
- Prevent concentration in hollows and sumps.
- DO NOT enter confined spaces until atmosphere has been checked.
- DO NOT allow material to contact humans, exposed food or food utensils.
- Avoid contact with incompatible materials.

Azadirachtin

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The Power to Question

Hazard Alert Code Key:	EXTREME	HIGH	MODERATE	LOW
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- When handling, DO NOT eat, drink or smoke.
 - Keep containers securely sealed when not in use.
 - Avoid physical damage to containers.
 - Always wash hands with soap and water after handling.
 - Work clothes should be laundered separately.
 - Launder contaminated clothing before re-use.
 - Use good occupational work practice.
 - Observe manufacturer's storing and handling recommendations.
 - Atmosphere should be regularly checked against established exposure standards to ensure safe working conditions are maintained.
- Empty containers may contain residual dust which has the potential to accumulate following settling. Such dusts may explode in the presence of an appropriate ignition source.
- Do NOT cut, drill, grind or weld such containers
 - In addition ensure such activity is not performed near full, partially empty or empty containers without appropriate workplace safety authorisation or permit.

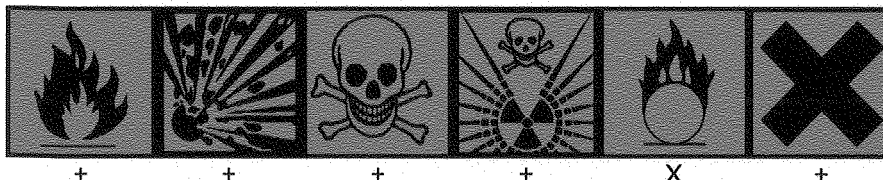
RECOMMENDED STORAGE METHODS

- Lined metal can, Lined metal pail/drum
- Plastic pail
- Polyliner drum
- Packing as recommended by manufacturer.
- Check all containers are clearly labeled and free from leaks.

STORAGE REQUIREMENTS

- Observe manufacturer's storing and handling recommendations.

SAFE STORAGE WITH OTHER CLASSIFIED CHEMICALS



X: Must not be stored together
 O: May be stored together with specific preventions
 +: May be stored together

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE CONTROLS

Source	Material	TWA ppm	TWA mg/m ³	STEL ppm	STEL mg/m ³	Peak ppm	Peak mg/m ³	TWA F/CC	Notes
Canada - Alberta Occupational Exposure Limits	azadirachtin (Turpentine and selected monoterpenes)	20	111						
US - Oregon Permissible Exposure Limits (Z3)	azadirachtin (Inert or Nuisance Dust: (d) Total dust)		10						*
US OSHA Permissible Exposure Levels (PELs) - Table Z3	azadirachtin (Inert or Nuisance Dust: (d) Respirable fraction)		5						
US OSHA Permissible Exposure Levels (PELs) - Table Z3	azadirachtin (Inert or Nuisance Dust: (d) Total dust)		15						
US - Hawaii Air Contaminant Limits	azadirachtin (Particulates not otherwise regulated - Total dust)		10						

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Hazard Alert Code Key:	EXTREME	HIGH	MODERATE	LOW
US - Hawaii Air Contaminant Limits	azadirachtin (Particulates not otherwise regulated - Respirable fraction)	5		
US - Oregon Permissible Exposure Limits (Z3)	azadirachtin (Inert or Nuisance Dust: (d) Respirable fraction)	5		*
US - Tennessee Occupational Exposure Limits - Limits For Air Contaminants	azadirachtin (Particulates not otherwise regulated Respirable fraction)	5		
US - Wyoming Toxic and Hazardous Substances Table Z1 Limits for Air Contaminants	azadirachtin (Particulates not otherwise regulated (PNOR)(f)-Respirable fraction)	5		
US - Michigan Exposure Limits for Air Contaminants	azadirachtin (Particulates not otherwise regulated, Respirable dust)	5		

MATERIAL DATA

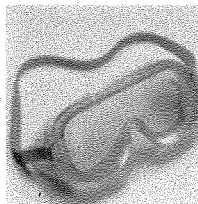
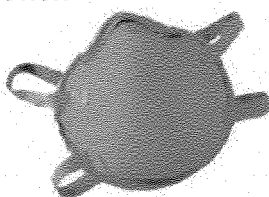
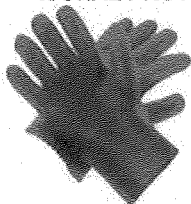
AZADIRACTIN:

■ It is the goal of the ACGIH (and other Agencies) to recommend TLVs (or their equivalent) for all substances for which there is evidence of health effects at airborne concentrations encountered in the workplace.

At this time no TLV has been established, even though this material may produce adverse health effects (as evidenced in animal experiments or clinical experience). Airborne concentrations must be maintained as low as is practically possible and occupational exposure must be kept to a minimum.

NOTE: The ACGIH occupational exposure standard for Particles Not Otherwise Specified (P.N.O.S) does NOT apply.

PERSONAL PROTECTION



Consult your EHS staff for recommendations

EYE

- Safety glasses with side shields.
- Chemical goggles.
- Contact lenses pose a special hazard; soft lenses may absorb irritants and all lenses concentrate them. DO NOT wear contact lenses.

HANDS/FEET

■ Wear chemical protective gloves, eg. PVC.

Wear safety footwear or safety gumboots, eg. Rubber.

NOTE: The material may produce skin sensitization in predisposed individuals. Care must be taken, when removing gloves and other protective equipment, to avoid all possible skin contact.

Suitability and durability of glove type is dependent on usage. Important factors in the selection of gloves include: such as:

- frequency and duration of contact,
- chemical resistance of glove material,
- glove thickness and
- dexterity

Select gloves tested to a relevant standard (e.g. Europe EN 374, US F739).

- When prolonged or frequently repeated contact may occur, a glove with a protection class of 5 or higher (breakthrough time greater than 240 minutes according to EN 374) is recommended.
- When only brief contact is expected, a glove with a protection class of 3 or higher (breakthrough time greater than 60 minutes according to EN 374) is recommended.
- Contaminated gloves should be replaced.

Gloves must only be worn on clean hands. After using gloves, hands should be washed and dried thoroughly. Application of a non-perfumed moisturiser is recommended.

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Hazard Alert Code Key:	EXTREME	HIGH	MODERATE	LOW
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OTHER

- Overalls.
- P.V.C. apron.
- Barrier cream.
- Skin cleansing cream.
- Eye wash unit.
- Respirators may be necessary when engineering and administrative controls do not adequately prevent exposures.
- The decision to use respiratory protection should be based on professional judgment that takes into account toxicity information, exposure measurement data, and frequency and likelihood of the worker's exposure - ensure users are not subject to high thermal loads which may result in heat stress or distress due to personal protective equipment (powered, positive flow, full face apparatus may be an option).
- Published occupational exposure limits, where they exist, will assist in determining the adequacy of the selected respiratory . These may be government mandated or vendor recommended.
- Certified respirators will be useful for protecting workers from inhalation of particulates when properly selected and fit tested as part of a complete respiratory protection program.
- Use approved positive flow mask if significant quantities of dust becomes airborne.
- Try to avoid creating dust conditions.

RESPIRATOR

Protection Factor	Half-Face Respirator	Full-Face Respirator	Powered Air Respirator
10 x PEL	P1 Air-line*	-	PAPR-P1
50 x PEL	Air-line**	P2	PAPR-P2
100 x PEL	-	P3 Air-line*	-
100+ x PEL	-	Air-line**	PAPR-P3

* - Negative pressure demand ** - Continuous flow

Explanation of Respirator Codes:

Class 1 low to medium absorption capacity filters.

Class 2 medium absorption capacity filters.

Class 3 high absorption capacity filters.

PAPR Powered Air Purifying Respirator (positive pressure) cartridge.

Type A for use against certain organic gases and vapors.

Type AX for use against low boiling point organic compounds (less than 65°C).

Type B for use against certain inorganic gases and other acid gases and vapors.

Type E for use against sulfur dioxide and other acid gases and vapors.

Type K for use against ammonia and organic ammonia derivatives

Class P1 intended for use against mechanically generated particulates of sizes most commonly encountered in industry, e.g. asbestos, silica.

Class P2 intended for use against both mechanically and thermally generated particulates, e.g. metal fume.

Class P3 intended for use against all particulates containing highly toxic materials, e.g. beryllium.

The local concentration of material, quantity and conditions of use determine the type of personal protective equipment required.

Use appropriate NIOSH-certified respirator based on informed professional judgement. In conditions where no reasonable estimate of exposure can be made, assume the exposure is in a concentration IDLH and use NIOSH-certified full face pressure demand SCBA with a minimum service life of 30 minutes, or a combination full facepiece pressure demand SAR with auxiliary self-contained air supply. Respirators provided only for escape from IDLH atmospheres shall be NIOSH-certified for escape from the atmosphere in which they will be used.

ENGINEERING CONTROLS

- Local exhaust ventilation is required where solids are handled as powders or crystals; even when particulates are relatively large, a certain proportion will be powdered by mutual friction.
- Exhaust ventilation should be designed to prevent accumulation and recirculation of particulates in the workplace.
- If in spite of local exhaust an adverse concentration of the substance in air could occur, respiratory protection should be considered. Such protection might consist of:
 - (a): particle dust respirators, if necessary, combined with an absorption cartridge;
 - (b): filter respirators with absorption cartridge or canister of the right type;
 - (c): fresh-air hoods or masks
- Build-up of electrostatic charge on the dust particle, may be prevented by bonding and grounding.

Azadirachtin

sc-257105

Material Safety Data Sheet



The Power to Question

Hazard Alert Code Key: EXTREME HIGH MODERATE LOW

- Powder handling equipment such as dust collectors, dryers and mills may require additional protection measures such as explosion venting.

Air contaminants generated in the workplace possess varying "escape" velocities which, in turn, determine the "capture velocities" of fresh circulating air required to efficiently remove the contaminant.

Type of Contaminant:

Air Speed:

direct spray, spray painting in shallow booths, drum filling, conveyer loading, crusher dusts, gas discharge (active generation into zone of rapid air motion) 1-2.5 m/s (200-500 f/min.)

grinding, abrasive blasting, tumbling, high speed wheel generated dusts (released at high initial velocity into zone of very high rapid air motion). 2.5-10 m/s (500-2000 f/min.)

Within each range the appropriate value depends on:

Lower end of the range

Upper end of the range

1: Room air currents minimal or favorable to capture

1: Disturbing room air currents

2: Contaminants of low toxicity or of nuisance value only

2: Contaminants of high toxicity

3: Intermittent, low production.

3: High production, heavy use

4: Large hood or large air mass in motion

4: Small hood-local control only

Simple theory shows that air velocity falls rapidly with distance away from the opening of a simple extraction pipe. Velocity generally decreases with the square of distance from the extraction point (in simple cases). Therefore the air speed at the extraction point should be adjusted, accordingly, after reference to distance from the contaminating source. The air velocity at the extraction fan, for example, should be a minimum of 4-10 m/s (800-2000 f/min) for extraction of crusher dusts generated 2 meters distant from the extraction point. Other mechanical considerations, producing performance deficits within the extraction apparatus, make it essential that theoretical air velocities are multiplied by factors of 10 or more when extraction systems are installed or used.

Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL PROPERTIES

Solid.

Does not mix with water.

State	Divided solid	Molecular Weight	720.7
Melting Range (°F)	329	Viscosity	Not Applicable
Boiling Range (°F)	Not available	Solubility in water (g/L)	Partly miscible
Flash Point (°F)	>140	pH (1% solution)	Not applicable
Decomposition Temp (°F)	Not Available	pH (as supplied)	Not applicable
Autoignition Temp (°F)	Not available	Vapour Pressure (mmHG)	Negligible
Upper Explosive Limit (%)	Not available.	Specific Gravity (water=1)	Not available
Lower Explosive Limit (%)	Not available	Relative Vapor Density (air=1)	>1
Volatile Component (%vol)	Negligible	Evaporation Rate	Not available

APPEARANCE

Yellow-green powder with strong garlic/ sulfur odour; does not mix well with water (0.0005%).

Section 10 - CHEMICAL STABILITY

CONDITIONS CONTRIBUTING TO INSTABILITY

-
- Presence of incompatible materials.
- Product is considered stable.
- Hazardous polymerization will not occur.

Azadirachtin

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Material Safety Data Sheet



The Power to Question

Hazard Alert Code Key:	EXTREME	HIGH	MODERATE	LOW
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STORAGE INCOMPATIBILITY

- Avoid reaction with oxidizing agents.

For incompatible materials - refer to Section 7 - Handling and Storage.

Section 11 - TOXICOLOGICAL INFORMATION

azadirachtin

TOXICITY AND IRRITATION

- unless otherwise specified data extracted from RTECS - Register of Toxic Effects of Chemical Substances.

TOXICITY

Oral (rat) LD50: >3540 mg/kg **

Oral (rat) LD50: >5000 mg/kg **

Inhalation (rat) LC50: >2.18 mg/kg/4h **

IRRITATION

Eye (rabbit): 0.1 gm Mild - mod**

Skin(rabbit): 4 hours - none **

- The material may produce moderate eye irritation leading to inflammation. Repeated or prolonged exposure to irritants may produce conjunctivitis.

The material may cause skin irritation after prolonged or repeated exposure and may produce on contact skin redness, swelling, the production of vesicles, scaling and thickening of the skin.

Inhalation (-) LC50: >2.41. mg/l/animal **

** AgriDyne Technologies

Exttoxnet PIP- Azadirachtin

(<http://ace.orst.edu/info/extonet/pips/azadirac.html>)

CARCINOGEN

Non-arsenical insecticides (occupational exposures in spraying and application of)

International Agency for Research on Cancer (IARC) - Agents Reviewed by the IARC Monographs

Group 2A

Section 12 - ECOLOGICAL INFORMATION

Refer to data for ingredients, which follows:

AZADIRACTIN:

- Very toxic to aquatic organisms.

- Do NOT allow product to come in contact with surface waters or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment wash-waters.

Wastes resulting from use of the product must be disposed of on site or at approved waste sites.

- For azadirachtin:

Kow 12.3

Environmental Fate:

Azadirachtin breaks down rapidly (50-100 hours) in water or light and is unlikely to accumulate or cause adverse long-term effects.

Potential for mobility in soil is very low for the formulated product.

Ecotoxicity

Fish LC50: rainbow trout 0.48 ppm

May cause significant fish kill if large concentrations reach waterways.

Relatively harmless to spiders, butterflies and insects such as bees that pollinate crops and tress, ladybugs that consume aphids and wasps that act as parasites on various crop pests. This is because neem products must be ingested to be effective. Thus, insects that feed on plant tissue succumb, whilst those fed on nectar or other insects rarely contact significant concentrations of neem products. Another study found that only after repeated spraying of highly concentrated neem products onto plants, in flower, were worker bees affect; under these conditions, the workers carried contaminated pollen or nectar to the hives and fed it to the brood. Small hives then showed insect-growth-regulating effects; however medium-sized and large bee populations were unaffected.

A study of neem products and their effect on mortality, growth and reproduction on earthworms in soils was conducted. Positive effects on weight and survival were found in soil treated with ground neem leaves and ground seed kernels under greenhouse conditions. Reproduction was slightly favoured over a period of 13 weeks in neem-enriched substrate in rearing cages. various neem products were incorporated into the upper 10-cm soil layer of tomato plots. None of these materials had negative side effects on seven species of earthworms. No significant effects on other wildlife were reported.

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Hazard Alert Code Key: EXTREME HIGH MODERATE LOW

Section 13 - DISPOSAL CONSIDERATIONS

Disposal Instructions

All waste must be handled in accordance with local, state and federal regulations.

Legislation addressing waste disposal requirements may differ by country, state and/ or territory. Each user must refer to laws operating in their area. In some areas, certain wastes must be tracked.

A Hierarchy of Controls seems to be common - the user should investigate:

- Reduction
- Reuse
- Recycling
- Disposal (if all else fails)

This material may be recycled if unused, or if it has not been contaminated so as to make it unsuitable for its intended use. Shelf life considerations should also be applied in making decisions of this type. Note that properties of a material may change in use, and recycling or reuse may not always be appropriate.

DO NOT allow wash water from cleaning equipment to enter drains. Collect all wash water for treatment before disposal.

- Recycle wherever possible.
- Consult manufacturer for recycling options or consult Waste Management Authority for disposal if no suitable treatment or disposal facility can be identified.
- Dispose of by: Burial in a licensed land-fill or Incineration in a licensed apparatus (after admixture with suitable combustible material)
- Decontaminate empty containers. Observe all label safeguards until containers are cleaned and destroyed.

Section 14 - TRANSPORTATION INFORMATION



DOT:

Symbols:	G	Hazard class or Division:	9
Identification Numbers:	UN3077	PG:	III
Label Codes:	9	Special provisions:	8, 146, 335, B54, IB8, IP3, N20, T1, TP33
Packaging: Exceptions:	155	Packaging: Non-bulk:	213
Packaging: Exceptions:	155	Quantity limitations: Passenger aircraft/rail:	No limit
Quantity Limitations: Cargo aircraft only:	No limit	Vessel stowage: Location:	A
Vessel stowage: Other:	None		

Hazardous materials descriptions and proper shipping names:

Environmentally hazardous substance, solid, n.o.s

Air Transport IATA:

ICAO/IATA Class:	9	ICAO/IATA Subrisk:	9
UN/ID Number:	3077	Packing Group:	III
Special provisions:	A97		

Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. *(CONTAINS AZADIRACTIN)

Maritime Transport IMDG:

IMDG Class:	9	IMDG Subrisk:	None
UN Number:	3077	Packing Group:	III
EMS Number:	F-A,S-F	Special provisions:	274 909 944

Azadirachtin

sc-257105

Material Safety Data Sheet



The Power is Question

Hazard Alert Code Key:	EXTREME	HIGH	MODERATE	LOW
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Limited Quantities: 5 kg

Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S.(contains azadirachtin)

Section 15 - REGULATORY INFORMATION

azadirachtin (CAS: 11141-17-6) is found on the following regulatory lists;

"Canada - Alberta Occupational Exposure Limits", "Canada National Pollutant Release Inventory (NPRI)"

Section 16 - OTHER INFORMATION

LIMITED EVIDENCE

■ Possible skin sensitizer*.

* (limited evidence).

Reasonable care has been taken in the preparation of this information, but the author makes no warranty of merchantability or any other warranty, expressed or implied, with respect to this information. The author makes no representations and assumes no liability for any direct, incidental or consequential damages resulting from its use. For additional technical information please call our toxicology department on +800 CHEMCALL.

■ Classification of the mixture and its individual components has drawn on official and authoritative sources as well as independent review by the Chemwatch Classification committee using available literature references.

A list of reference resources used to assist the committee may be found at:

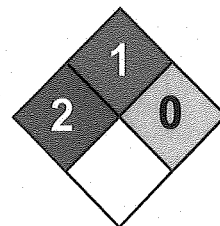
www.chemwatch.net/references.

■ The (M)SDS is a Hazard Communication tool and should be used to assist in the Risk Assessment. Many factors determine whether the reported Hazards are Risks in the workplace or other settings. Risks may be determined by reference to Exposures Scenarios. Scale of use, frequency of use and current or available engineering controls must be considered.

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Issue Date: Nov-14-2008

Print Date: Apr-30-2010



Health	2
Fire	1
Reactivity	0
Personal Protection	E

Material Safety Data Sheet

Indole-3-butyric acid MSDS

Section 1: Chemical Product and Company Identification

Product Name: Indole-3-butyric acid

Catalog Codes: SLI1354

CAS#: 133-32-4

RTECS: NL5250000

TSCA: TSCA 8(b) inventory: Indole-3-butyric acid

CI#: Not available.

Synonym: Hormodin Seradix; 3-Indolebutyric Acid

Chemical Name: Indole-3-Butyric Acid

Chemical Formula: C₁₂H₁₃NO₂

Contact Information:

Sciencelab.com, Inc.

14025 Smith Rd.

Houston, Texas 77396

US Sales: **1-800-901-7247**

International Sales: **1-281-441-4400**

Order Online: ScienceLab.com

CHEMTREC (24HR Emergency Telephone), call:
1-800-424-9300

International CHEMTREC, call: 1-703-527-3887

For non-emergency assistance, call: 1-281-441-4400

Section 2: Composition and Information on Ingredients

Composition:

Name	CAS #	% by Weight
Indole-3-butyric acid	133-32-4	100

Toxicological Data on Ingredients: Indole-3-butyric acid: ORAL (LD₅₀): Acute: 100 mg/kg [Mouse].

Section 3: Hazards Identification

Potential Acute Health Effects:

Hazardous in case of skin contact (irritant), of eye contact (irritant), of ingestion, of inhalation. Severe over-exposure can result in death.

Potential Chronic Health Effects:

CARCINOGENIC EFFECTS: Not available. **MUTAGENIC EFFECTS:** Mutagenic for mammalian somatic cells.

TERATOGENIC EFFECTS: Not available. **DEVELOPMENTAL TOXICITY:** Not available. Repeated exposure to a highly toxic material may produce general deterioration of health by an accumulation in one or many human organs.

Section 4: First Aid Measures

Eye Contact:

Check for and remove any contact lenses. In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Get medical attention.

Skin Contact:

In case of contact, immediately flush skin with plenty of water. Cover the irritated skin with an emollient. Remove contaminated clothing and shoes. Wash clothing before reuse. Thoroughly clean shoes before reuse. Get medical attention.

Serious Skin Contact:

Wash with a disinfectant soap and cover the contaminated skin with an anti-bacterial cream. Seek immediate medical attention.

Inhalation:

If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention.

Serious Inhalation: Not available.

Ingestion:

If swallowed, do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Loosen tight clothing such as a collar, tie, belt or waistband. Get medical attention immediately.

Serious Ingestion: Not available.

Section 5: Fire and Explosion Data

Flammability of the Product: May be combustible at high temperature.

Auto-Ignition Temperature: Not available.

Flash Points: Not available.

Flammable Limits: Not available.

Products of Combustion: These products are carbon oxides (CO, CO₂), nitrogen oxides (NO, NO₂...).

Fire Hazards in Presence of Various Substances:

Slightly flammable to flammable in presence of heat. Non-flammable in presence of shocks.

Explosion Hazards in Presence of Various Substances:

Slightly explosive in presence of open flames and sparks. Non-explosive in presence of shocks.

Fire Fighting Media and Instructions:

SMALL FIRE: Use DRY chemical powder. LARGE FIRE: Use water spray, fog or foam. Do not use water jet.

Special Remarks on Fire Hazards: As with most organic solids, fire is possible at elevated temperatures

Special Remarks on Explosion Hazards:

Fine dust dispersed in air in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard.

Section 6: Accidental Release Measures

Small Spill:

Use appropriate tools to put the spilled solid in a convenient waste disposal container. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

Large Spill:

Poisonous solid. Stop leak if without risk. Do not get water inside container. Do not touch spilled material. Use water spray to reduce vapors. Prevent entry into sewers, basements or confined areas; dike if needed. Eliminate all ignition sources. Call for assistance on disposal. Finish cleaning by spreading water on the contaminated surface and allow to evacuate through the sanitary system.

Section 7: Handling and Storage

Precautions:

Keep away from heat. Keep away from sources of ignition. Ground all equipment containing material. Do not ingest. Do not breathe dust. Wear suitable protective clothing. In case of insufficient ventilation, wear suitable respiratory equipment. If ingested, seek medical advice immediately and show the container or the label. Avoid contact with skin and eyes. Keep away from incompatibles such as oxidizing agents, alkalis.

Storage: Keep container tightly closed. Keep container in a cool, well-ventilated area.

Section 8: Exposure Controls/Personal Protection**Engineering Controls:**

Use process enclosures, local exhaust ventilation, or other engineering controls to keep airborne levels below recommended exposure limits. If user operations generate dust, fume or mist, use ventilation to keep exposure to airborne contaminants below the exposure limit.

Personal Protection:

Safety glasses. Lab coat. Dust respirator. Be sure to use an approved/certified respirator or equivalent. Gloves (impervious).

Personal Protection in Case of a Large Spill:

Splash goggles. Full suit. Dust respirator. Boots. Gloves. A self contained breathing apparatus should be used to avoid inhalation of the product. Suggested protective clothing might not be sufficient; consult a specialist BEFORE handling this product.

Exposure Limits: Not available.

Section 9: Physical and Chemical Properties

Physical state and appearance: Solid. (Crystals solid.)

Odor: Odorless.

Taste: Not available.

Molecular Weight: 203.23 g/mole

Color: Off-white. White to yellowish.

pH (1% soln/water): Not applicable.

Boiling Point: Not available.

Melting Point: 124°C (255.2°F) - 126 C

Critical Temperature: Not available.

Specific Gravity: Not available.

Vapor Pressure: Not applicable.

Vapor Density: Not available.

Volatility: Not available.

Odor Threshold: Not available.

Water/Oil Dist. Coeff.: Not available.

Ionicity (in Water): Not available.

Dispersion Properties: Not available.

Solubility: Insoluble in cold water.

Section 10: Stability and Reactivity Data

Stability: The product is stable.

Instability Temperature: Not available.

Conditions of Instability: Excess heat, incompatible materials

Incompatibility with various substances: Reactive with oxidizing agents, alkalis.

Corrosivity: Non-corrosive in presence of glass.

Special Remarks on Reactivity: Light sensitive.

Special Remarks on Corrosivity: Not available.

Polymerization: Will not occur.

Section 11: Toxicological Information

Routes of Entry: Inhalation. Ingestion.

Toxicity to Animals: Acute oral toxicity (LD50): 100 mg/kg [Mouse].

Chronic Effects on Humans: MUTAGENIC EFFECTS: Mutagenic for mammalian somatic cells.

Other Toxic Effects on Humans: Hazardous in case of skin contact (irritant), of ingestion, of inhalation.

Special Remarks on Toxicity to Animals:

Lethal Dose/Conc: LD[Rat] - Route: Oral; Dose: >500 mg/kg

Special Remarks on Chronic Effects on Humans: May affect genetic material.

Special Remarks on other Toxic Effects on Humans:

Acute Potential Health Effects: Skin: Causes skin irritation. Eyes: Causes eye irritation. May cause conjunctivitis Inhalation: Causes respiratory tract irritation. Ingestion: Harmful if swallowed. May cause gastrointestinal tract irritation with nausea, vomiting and diarrhea. The toxicological properties of this substance have not been fully investigated.

Section 12: Ecological Information

Ecotoxicity: Not available.

BOD5 and COD: Not available.

Products of Biodegradation:

Possibly hazardous short term degradation products are not likely. However, long term degradation products may arise.

Toxicity of the Products of Biodegradation: The products of degradation are less toxic than the product itself.

Special Remarks on the Products of Biodegradation: Not available.

Section 13: Disposal Considerations

Waste Disposal:

Waste must be disposed of in accordance with federal, state and local environmental control regulations.

Section 14: Transport Information

DOT Classification: Not a DOT controlled material (United States).

Identification: Not applicable.

Special Provisions for Transport: Not applicable.

Section 15: Other Regulatory Information

Federal and State Regulations: TSCA 8(b) inventory: Indole-3-butyric acid

Other Regulations:

OSHA: Hazardous by definition of Hazard Communication Standard (29 CFR 1910.1200). EINECS: This product is on the European Inventory of Existing Commercial Chemical Substances.

Other Classifications:

WHMIS (Canada): Not controlled under WHMIS (Canada).

DSCL (EEC):

R22- Harmful if swallowed. R36/37/38- Irritating to eyes, respiratory system and skin. S26- In case of contact with eyes, rinse immediately with plenty of water and seek medical advice. S36/37/39- Wear suitable protective clothing, gloves and eye/face protection. S45- In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible).

HMIS (U.S.A.):

Health Hazard: 2

Fire Hazard: 1

Reactivity: 0

Personal Protection: E

National Fire Protection Association (U.S.A.):

Health: 2

Flammability: 1

Reactivity: 0

Specific hazard:

Protective Equipment:

Gloves (impervious). Lab coat. Dust respirator. Be sure to use an approved/certified respirator or equivalent. Safety glasses.

Section 16: Other Information

References: Not available.

Other Special Considerations: Not available.

Created: 10/09/2005 05:50 PM

Last Updated: 05/21/2013 12:00 PM

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Safety Data Sheet ULTRA-PURE OIL

Revision date : 2015/05/11
Version: 2.0

Page: 1/10
(30473446/SDS_CPA_US/EN)

1. Identification

Product identifier used on the label

ULTRA-PURE OIL

Recommended use of the chemical and restriction on use

Recommended use*: insecticide

* The "Recommended use" identified for this product is provided solely to comply with a Federal requirement and is not part of the seller's published specification. The terms of this Safety Data Sheet (SDS) do not create or infer any warranty, express or implied, including by incorporation into or reference in the seller's sales agreement.

Details of the supplier of the safety data sheet

Company:
BASF CORPORATION
100 Park Avenue
Florham Park, NJ 07932, USA

Telephone: +1 973 245-6000

Emergency telephone number

CHEMTREC: 1-800-424-9300
BASF HOTLINE: 1-800-832-HELP (4357)

Registrant:
Whitmire Micro-Gen Research Laboratories, Inc.
3568 Tree Court Industrial Blvd.
St. Louis, MO 63122

Other means of identification

Substance number: 417476
EPA Register number: 69526-5-499
Synonyms: Petroleum oil mixture

2. Hazards Identification

According to Regulation 2012 OSHA Hazard Communication Standard: 29 CFR Part 1910.1200

Classification of the product

Asp. Tox.

1

Aspiration hazard

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Label elements

Pictogram:



Signal Word:
Danger

Hazard Statement:

H304 May be fatal if swallowed and enters airways.

Precautionary Statements (Response):

P301 + P310 IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician.

P331 Do NOT induce vomiting.

Precautionary Statements (Storage):

P405 Store locked up.

Precautionary Statements (Disposal):

P501 Dispose of contents/container to hazardous or special waste collection point.

Hazards not otherwise classified

Labeling of special preparations (GHS):

The following percentage of the mixture consists of components(s) with unknown hazards regarding the acute toxicity: 2 % dermal

The following percentage of the mixture consists of components(s) with unknown hazards regarding the acute toxicity: 2 % oral

The following percentage of the mixture consists of components(s) with unknown hazards regarding the acute toxicity: 2 % Inhalation - vapour

The following percentage of the mixture consists of components(s) with unknown hazards regarding the acute toxicity: 2 % Inhalation - mist

According to Regulation 1994 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

Emergency overview

CAUTION:

KEEP OUT OF REACH OF CHILDREN.

KEEP OUT OF REACH OF DOMESTIC ANIMALS.

HARMFUL IF SWALLOWED.

HARMFUL IF ABSORBED THROUGH SKIN.

Repeated or prolonged skin contact may cause allergic skin reactions in sensitive individuals.

Potential sensitizer.

Moderately irritating to the eyes.

Avoid contact with the skin, eyes and clothing.

Avoid inhalation of mists/vapours.

Wash thoroughly after handling.

3. Composition / Information on Ingredients

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

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<u>CAS Number</u>	<u>Content (W/W)</u>	<u>Chemical name</u>
8042-47-5	98.0 %	White mineral oil (petroleum)

According to Regulation 1994 OSHA Hazard Communication Standard: 29 CFR Part 1910.1200

<u>CAS Number</u>	<u>Content (W/W)</u>	<u>Chemical name</u>
8042-47-5	98.0 %	White mineral oil (petroleum)
	2.0 %	Proprietary ingredients

4. First-Aid Measures

Description of first aid measures

General advice:

First aid providers should wear personal protective equipment to prevent exposure. Remove contaminated clothing. Move person to fresh air. If person is not breathing, call 911 or ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or physician for treatment advice. Have the product container or label with you when calling a poison control center or doctor or going for treatment.

If inhaled:

Remove the affected individual into fresh air and keep the person calm.

If on skin:

Rinse skin immediately with plenty of water for 15 - 20 minutes.

If in eyes:

Hold eyes open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after first 5 minutes, then continue rinsing.

If swallowed:

Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions. Do not induce vomiting. Have person sip a glass of water if able to swallow.

Most important symptoms and effects, both acute and delayed

Indication of any immediate medical attention and special treatment needed

Note to physician

Treatment:	Treat according to symptoms (decontamination, vital functions), no known specific antidote.
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5. Fire-Fighting Measures

Extinguishing media

Additional information:

Use extinguishing measures to suit surroundings.

Special hazards arising from the substance or mixture

Hazards during fire-fighting:

carbon monoxide, carbon dioxide, irritant gases/vapours, fumes/smoke

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If product is heated above decomposition temperature, toxic vapours will be released. The substances/groups of substances mentioned can be released in case of fire.

Advice for fire-fighters

Protective equipment for fire-fighting:

Firefighters should be equipped with self-contained breathing apparatus and turn-out gear.

Further information:

Evacuate area of all unnecessary personnel. Contain contaminated water/firefighting water. Do not allow to enter drains or waterways.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Take appropriate protective measures. Clear area. Shut off source of leak only under safe conditions. Extinguish sources of ignition nearby and downwind. Ensure adequate ventilation. Wear suitable personal protective clothing and equipment.

Environmental precautions

Do not discharge into the subsoil/soil. Do not discharge into drains/surface waters/groundwater. Contain contaminated water/firefighting water. A spill of or in excess of the reportable quantity requires notification to state, local and national emergency authorities. This product is not regulated by CERCLA ('Superfund').

Methods and material for containment and cleaning up

Dike spillage. Pick up with suitable absorbent material. Spilled substance/product should be recovered and applied according to label rates whenever possible. If application of spilled substance/product is not possible, then spills should be contained, solidified, and placed in suitable containers for disposal. After decontamination, spill area can be washed with water. Collect wash water for approved disposal.

7. Handling and Storage

Precautions for safe handling

RECOMMENDATIONS ARE FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS. PESTICIDE APPLICATORS & WORKERS must refer to the Product Label and Directions for Use attached to the product. Provide good ventilation of working area (local exhaust ventilation if necessary). Keep away from sources of ignition - No smoking. Keep container tightly sealed. Protect against heat. Handle and open container with care. Do not open until ready to use. Once container is opened, content should be used as soon as possible. Provide means for controlling leaks and spills. Follow label warnings even after container is emptied. The substance/product may be handled only by appropriately trained personnel. Avoid all direct contact with the substance/product. Avoid contact with the skin, eyes and clothing. Avoid inhalation of dusts/mists/vapours. Wear suitable personal protective clothing and equipment.

Protection against fire and explosion:

The relevant fire protection measures should be noted. Fire extinguishers should be kept handy. Avoid all sources of ignition: heat, sparks, open flame. Avoid extreme heat. Ground all transfer equipment properly to prevent electrostatic discharge. Electrostatic discharge may cause ignition.

Conditions for safe storage, including any incompatibilities

Segregate from incompatible substances. Segregate from foods and animal feeds. Segregate from textiles and similar materials.

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Further information on storage conditions: Keep only in the original container in a cool, dry, well-ventilated place away from ignition sources, heat or flame. Protect containers from physical damage. Protect against contamination. The authority permits and storage regulations must be observed.

Storage stability:

May be kept indefinitely if stored properly.

If an expiry date is mentioned on the packaging/label this takes priority over the statements on storage duration in this safety data sheet.

8. Exposure Controls/Personal Protection

Users of a pesticidal product should refer to the product label for personal protective equipment requirements.

Components with occupational exposure limits

White mineral oil (petroleum)	OSHA PEL	PEL 5 mg/m3 Mist ; TWA value 5 mg/m3 Mist
	ACGIH TLV	TWA value 5 mg/m3 Inhalable fraction ;

Advice on system design:

Whenever possible, engineering controls should be used to minimize the need for personal protective equipment.

Personal protective equipment

RECOMMENDATIONS FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS:

Respiratory protection:

Wear respiratory protection if ventilation is inadequate. Wear a NIOSH-certified (or equivalent) organic vapour/particulate respirator. For situations where the airborne concentrations may exceed the level for which an air purifying respirator is effective, or where the levels are unknown or Immediately Dangerous to Life or Health (IDLH), use NIOSH-certified full facepiece pressure demand self-contained breathing apparatus (SCBA) or a full facepiece pressure demand supplied-air respirator (SAR) with escape provisions.

Hand protection:

Chemical resistant protective gloves, Protective glove selection must be based on the user's assessment of the workplace hazards.

Eye protection:

Safety glasses with side-shields. Tightly fitting safety goggles (chemical goggles). Wear face shield if splashing hazard exists.

Body protection:

Body protection must be chosen depending on activity and possible exposure, e.g. head protection, apron, protective boots, chemical-protection suit.

General safety and hygiene measures:

RECOMMENDATIONS FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS Wear long sleeved work shirt and long work pants in addition to other stated personal protective equipment. Work place should be equipped with a shower and an eye wash. Handle in accordance with good industrial hygiene and safety practice. Personal protective equipment should be decontaminated prior to reuse. Gloves must be inspected regularly and prior to each use. Replace if necessary (e.g. pinhole leaks). Take off immediately all contaminated clothing. Store work clothing separately. Hands and/or face should be washed before breaks and at the end of the shift.

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No eating, drinking, smoking or tobacco use at the place of work. Keep away from food, drink and animal feeding stuffs.

9. Physical and Chemical Properties

Form:	viscous	
Odour:	of petroleum, faint odour	
Odour threshold:		Not determined due to potential health hazard by inhalation.
Colour:	colourless to slightly yellow	
pH value:		not applicable
Boiling point:		No data available.
Flash point:	343.4 °F	(Cleveland open cup)
Lower explosion limit:		As a result of our experience with this product and our knowledge of its composition we do not expect any hazard as long as the product is used appropriately and in accordance with the intended use.
Upper explosion limit:		As a result of our experience with this product and our knowledge of its composition we do not expect any hazard as long as the product is used appropriately and in accordance with the intended use.
Autoignition:		not determined
Vapour pressure:		negligible
Density:	0.85 g/cm3	(15 °C)
Vapour density:		not applicable
Partitioning coefficient n-octanol/water (log Pow):		not applicable
Thermal decomposition:	carbon monoxide, carbon dioxide, nitrogen dioxide, nitrogen oxide Stable at ambient temperature. If product is heated above decomposition temperature toxic vapours may be released. To avoid thermal decomposition, do not overheat.	
Viscosity, kinematic:	9.6 mm2/s	(40 °C)
	2.5 mm2/s	(100 °C)
Solubility in water:		insoluble
Evaporation rate:		not applicable
Other Information:	If necessary, information on other physical and chemical parameters is indicated in this section.	

10. Stability and Reactivity

Reactivity

No hazardous reactions if stored and handled as prescribed/indicated.

Corrosion to metals:

Corrosive effects to metal are not anticipated.

Oxidizing properties:

Based on its structural properties the product is not classified as oxidizing.

Chemical stability

The product is stable if stored and handled as prescribed/indicated.

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Possibility of hazardous reactions

The product is chemically stable.

Conditions to avoid

Avoid all sources of ignition: heat, sparks, open flame. Avoid prolonged storage. Avoid electro-static discharge. Avoid contamination. Avoid prolonged exposure to extreme heat. Avoid extreme temperatures.

Incompatible materials

alkalies, acids, oxidizing agents

Hazardous decomposition products

Decomposition products:

No hazardous decomposition products if stored and handled as prescribed/indicated., Prolonged thermal loading can result in products of degradation being given off.

Thermal decomposition:

Possible thermal decomposition products:

carbon monoxide, carbon dioxide, nitrogen dioxide, nitrogen oxide

Stable at ambient temperature. If product is heated above decomposition temperature toxic vapours may be released. To avoid thermal decomposition, do not overheat.

11. Toxicological information

Primary routes of exposure

Routes of entry for solids and liquids are ingestion and inhalation, but may include eye or skin contact. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

Acute Toxicity/Effects

Acute toxicity

Assessment of acute toxicity: Slightly toxic after single ingestion. Slightly toxic after short-term skin contact. Relatively nontoxic after short-term inhalation.

Oral

Type of value: LD50

Species: rat

Value: > 5,000 mg/kg

Inhalation

Type of value: LC50

Species: rat

Value: > 5.2 mg/l

Exposure time: 4 h

Dermal

Type of value: LD50

Species: rabbit

Value: > 2,000 mg/kg

Irritation / corrosion

Assessment of irritating effects: May cause slight but temporary irritation to the eyes. May cause slight irritation to the skin.

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Skin

Species: rabbit
Result: Slightly irritating.

Eye

Species: rabbit
Result: Slightly irritating.

Sensitization

Assessment of sensitization: There is no evidence of a skin-sensitizing potential.

Chronic Toxicity/Effects

Repeated dose toxicity

Assessment of repeated dose toxicity: The product has not been tested. The statement has been derived from the properties of the individual components. No substance-specific organotoxicity was observed after repeated administration to animals.

Genetic toxicity

Assessment of mutagenicity: The product has not been tested. The statement has been derived from the properties of the individual components. Mutagenicity tests revealed no genotoxic potential.

Carcinogenicity

Assessment of carcinogenicity: The product has not been tested. The statement has been derived from the properties of the individual components.

Reproductive toxicity

Assessment of reproduction toxicity: The product has not been tested. The statement has been derived from the properties of the individual components. The results of animal studies suggest a fertility impairing effect.

Teratogenicity

Assessment of teratogenicity: The product has not been tested. The statement has been derived from the properties of the individual components. Animal studies gave no indication of a developmental toxic effect at doses that were not toxic to the parental animals.

Other Information

Misuse can be harmful to health.

Symptoms of Exposure

12. Ecological Information

Toxicity

Aquatic toxicity
Assessment of aquatic toxicity:
No data available.

Persistence and degradability

Assessment biodegradation and elimination (H2O)
No data available.

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Elimination information

Inherently biodegradable.

Bioaccumulative potential

Assessment bioaccumulation potential
No data available.

Mobility in soil

Assessment transport between environmental compartments
No data available.

Additional information

Other ecotoxicological advice:
The product has not been tested.

13. Disposal considerations

Waste disposal of substance:

Pesticide wastes are regulated. If pesticide wastes cannot be disposed of according to label instructions, contact the State Pesticide or Environmental Control Agency or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container disposal:

Rinse thoroughly at least three times (triple rinse) in accordance with EPA recommendations. Consult state or local disposal authorities for approved alternative procedures such as container recycling. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

14. Transport Information

Land transport
USDOT

Not classified as a dangerous good under transport regulations

Sea transport
IMDG

Not classified as a dangerous good under transport regulations

Air transport
IATA/ICAO

Not classified as a dangerous good under transport regulations

15. Regulatory Information

Federal Regulations

Registration status:

Chemical TSCA, US blocked / not listed

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Crop Protection TSCA, US released / exempt

EPCRA 311/312 (Hazard categories): Acute; Fire

State regulations

State RTK
MA, NJ, PA

CAS Number
8042-47-5

Chemical name
White mineral oil (petroleum)

16. Other Information

SDS Prepared by:
BASF NA Product Regulations
SDS Prepared on: 2015/05/11

We support worldwide Responsible Care® initiatives. We value the health and safety of our employees, customers, suppliers and neighbors, and the protection of the environment. Our commitment to Responsible Care is integral to conducting our business and operating our facilities in a safe and environmentally responsible fashion, supporting our customers and suppliers in ensuring the safe and environmentally sound handling of our products, and minimizing the impact of our operations on society and the environment during production, storage, transport, use and disposal of our products.

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END OF DATA SHEET

Trade Name/Synonym: **Pure Neem Oil Organic Leaf Polish**
Date Prepared: June 1, 2009
Chemical Name: 100% Cold Pressed Neem Oil
Formula: Extracts of Neem Seeds

Section 1: Manufacturer or Supplier

Dyna-Gro Nutrition Solutions, 2775 Giant Road, Richmond, CA 94806, (800) 396-2476 Emergency (510) 233-0254

Section 2: Hazardous Ingredients

Contains no hazardous mixtures

Section 3: Physical Data & Ingredients

Physical State at STP: Liquid	pH: 6.5 – 7.5
Appearance: Brown	Specific Gravity: 0.9137
Odor: Garlic	Solubility in Water: Slightly Soluble
Boiling Point: > 392° F	Vapor Pressure at 20° C: < 1.33 EE-5 Pa
Melt/Freeze Point: 55° F	Vapor Density: Greater than air

Chemical or Common Name	%	CAS#	Exposure limits in air:
			ACGIH TLV: OSHA PEL :
Neem Oil	100%	8002-65-1	Not Established

Section 4: Fire & Explosion Hazard Data

Flash Point: >239° F
Extinguishing Media to Use: Dry Chemicals, CO₂, Water or Water Based Foam
Special Fire Fighting Procedures: None
Unusual Fire & Explosion Risk: None

Section 5: Reactivity Hazard Data

Stability: Stable
Incompatibility: None Noted
Hazardous Decomposition: None
Hazardous Polymerization: None

Section 6: Health Hazard Data

Effects of Over-Exposure: None Noted.

Health Hazards: Acute: May cause mild irritation to eyes and skin.
Chronic: Repeated skin exposure may cause mild sensitization.

Emergency First Aid:

If Swallowed: Under 1 ounce does not have any harmful effects. For larger amounts, do not induce vomiting. Drink one or two glasses of water. Never give anything by mouth to an unconscious person. Call a physician.
Skin Exposure: Wash with soap and water. Get medical attention if irritation persists.
Eye Exposure: Flush eyes with water for 15 minutes. Call a physician.
If Inhaled: Remove to fresh air. Get medical attention if irritation persists.

Section 7: Spill or Leak Procedures

- Environmental Hazard : Do not apply directly to bodies of water. This product is toxic to bees exposed to direct treatment.
- Steps to take if Spill Occurs. : Ventilate the area. Absorb liquid and scrub the area with detergent and water. Avoid runoff into storm sewers and ditches leading to waterways.
- Waste Disposal Method : Dispose of all waste according to local, state and federal regulations. Mix with water and dispose of in approved landfill.

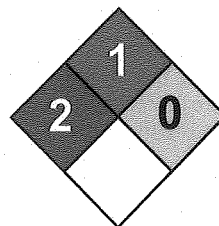
Section 8: Special Protection Information

- Respiratory Protection. : No special requirements.
- Ventilation : Adequate ventilation
- Eye Protection. : Safety goggles
- Protective Gloves : Rubber

Section 9: Handling & Storage Conditions

- Storage Temperature (Min./Max.) : 60° F / 95° F
- Shelf Life : Stable under normal storage conditions up to two years.
- Special Sensitivity : Keep from freezing.
- Handling Precautions. : Do not drink, get in eyes, on skin or on clothing. Use in well ventilated area. Wash thoroughly with soap and water after handling.
- Storage Precautions : Do not keep near flame. Store in a cool, dry place.

The information contained herein is provided in good faith and is believed to be correct and equivalent to OSHA Form 174, as of the date hereof, but is issued without guarantee. Since conditions of use are beyond our control, user assumes all responsibility and risk.



Health	2
Fire	1
Reactivity	0
Personal Protection	H

Material Safety Data Sheet

Piperonyl Butoxide MSDS

Section 1: Chemical Product and Company Identification

Product Name: Piperonyl Butoxide

Catalog Codes: SLP2218

CAS#: 51-03-6

RTECS: XS8050000

TSCA: TSCA 8(b) inventory: Piperonyl Butoxide

CI#: Not available.

Synonym: 4,5-Methylenedioxy-2-propylbenzyl diethylone glycol butyl ether

Chemical Name: Piperonyl Butoxide

Chemical Formula: C19-H30-O5

Contact Information:

Sciencelab.com, Inc.

14025 Smith Rd.

Houston, Texas 77396

US Sales: **1-800-901-7247**

International Sales: **1-281-441-4400**

Order Online: ScienceLab.com

CHEMTREC (24HR Emergency Telephone), call:
1-800-424-9300

International CHEMTREC, call: 1-703-527-3887

For non-emergency assistance, call: 1-281-441-4400

Section 2: Composition and Information on Ingredients

Composition:

Name	CAS #	% by Weight
Piperonyl Butoxide	51-03-6	100

Toxicological Data on Ingredients: Piperonyl Butoxide: ORAL (LD50): Acute: 6150 mg/kg [Rat]. 2600 mg/kg [Mouse]. DERMAL (LD50): Acute: 200 mg/kg [Rabbit].

Section 3: Hazards Identification

Potential Acute Health Effects:

Hazardous in case of skin contact (irritant), of eye contact (irritant), of ingestion, of inhalation (lung irritant). Severe over-exposure can result in death.

Potential Chronic Health Effects:

CARCINOGENIC EFFECTS: Classified 4 (No evidence.) by NTP. 3 (Not classifiable for human.) by IARC. MUTAGENIC EFFECTS: Not available. TERATOGENIC EFFECTS: Not available. DEVELOPMENTAL TOXICITY: Classified Reproductive system/toxin/female, Development toxin [POSSIBLE]. The substance may be toxic to blood, kidneys, lungs, liver, skin, central nervous system (CNS). Repeated or prolonged exposure to the substance can produce target organs damage. Repeated exposure to a highly toxic material may produce general deterioration of health by an accumulation in one or many human organs.

Section 4: First Aid Measures

Eye Contact:

Check for and remove any contact lenses. In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Get medical attention.

Skin Contact:

In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Cover the irritated skin with an emollient. Wash clothing before reuse. Thoroughly clean shoes before reuse. Get medical attention immediately.

Serious Skin Contact:

Wash with a disinfectant soap and cover the contaminated skin with an anti-bacterial cream. Seek immediate medical attention.

Inhalation:

If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention.

Serious Inhalation:

Evacuate the victim to a safe area as soon as possible. Loosen tight clothing such as a collar, tie, belt or waistband. If breathing is difficult, administer oxygen. If the victim is not breathing, perform mouth-to-mouth resuscitation. Seek medical attention.

Ingestion:

Do NOT induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Loosen tight clothing such as a collar, tie, belt or waistband. Get medical attention if symptoms appear.

Serious Ingestion: Not available.

Section 5: Fire and Explosion Data

Flammability of the Product: May be combustible at high temperature.

Auto-Ignition Temperature: Not available.

Flash Points: CLOSED CUP: 171°C (339.8°F).

Flammable Limits: Not available.

Products of Combustion: These products are carbon oxides (CO, CO₂).

Fire Hazards in Presence of Various Substances: Flammable in presence of open flames and sparks, of heat.

Explosion Hazards in Presence of Various Substances:

Risks of explosion of the product in presence of mechanical impact: Not available. Risks of explosion of the product in presence of static discharge: Not available.

Fire Fighting Media and Instructions:

SMALL FIRE: Use DRY chemical powder. LARGE FIRE: Use water spray, fog or foam. Do not use water jet.

Special Remarks on Fire Hazards: Not available.

Special Remarks on Explosion Hazards: Not available.

Section 6: Accidental Release Measures

Small Spill: Absorb with an inert material and put the spilled material in an appropriate waste disposal.

Large Spill:

Poisonous liquid. Stop leak if without risk. Do not get water inside container. Do not touch spilled material. Use water spray to reduce vapors. Prevent entry into sewers, basements or confined areas; dike if needed. Eliminate all ignition sources. Call for assistance on disposal.

Section 7: Handling and Storage

Precautions:

Keep locked up.. Keep away from heat. Keep away from sources of ignition. Empty containers pose a fire risk, evaporate the residue under a fume hood. Ground all equipment containing material. Do not ingest. Do not breathe gas/fumes/ vapor/spray. Wear suitable protective clothing. If ingested, seek medical advice immediately and show the container or the label. Avoid contact with skin and eyes.

Storage: Keep container tightly closed. Keep container in a cool, well-ventilated area.

Section 8: Exposure Controls/Personal Protection

Engineering Controls:

Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value. Ensure that eyewash stations and safety showers are proximal to the work-station location.

Personal Protection:

Splash goggles. Lab coat. Vapor respirator. Be sure to use an approved/certified respirator or equivalent. Gloves.

Personal Protection in Case of a Large Spill:

Splash goggles. Full suit. Vapor respirator. Boots. Gloves. A self contained breathing apparatus should be used to avoid inhalation of the product. Suggested protective clothing might not be sufficient; consult a specialist BEFORE handling this product.

Exposure Limits: Not available.

Section 9: Physical and Chemical Properties

Physical state and appearance: Liquid.

Odor: Odorless.

Taste: Bitter. (Slight.)

Molecular Weight: 338.45 g/mole

Color: Yellow.

pH (1% soln/water): Not applicable.

Boiling Point: 180°C (356°F)

Melting Point: Not available.

Critical Temperature: Not available.

Specific Gravity: 1.059 (Water = 1)

Vapor Pressure: Not available.

Vapor Density: Not available.

Volatility: Not available.

Odor Threshold: Not available.

Water/Oil Dist. Coeff.: Not available.

Ionicity (in Water): Not available.

Dispersion Properties:

Partially dispersed in methanol. Is not dispersed in cold water, hot water. See solubility in methanol.

Solubility:

Partially soluble in methanol. Insoluble in cold water, hot water.

Section 10: Stability and Reactivity Data

Stability: The product is stable.

Instability Temperature: Not available.

Conditions of Instability: Not available.

Incompatibility with various substances: Slightly reactive to reactive with oxidizing agents.

Corrosivity: Not available.

Special Remarks on Reactivity: Not available.

Special Remarks on Corrosivity: Not available.

Polymerization: Will not occur.

Section 11: Toxicological Information

Routes of Entry: Absorbed through skin. Eye contact. Inhalation. Ingestion.

Toxicity to Animals:

Acute oral toxicity (LD50): 2600 mg/kg [Mouse]. Acute dermal toxicity (LD50): 200 mg/kg [Rabbit].

Chronic Effects on Humans:

CARCINOGENIC EFFECTS: Classified 4 (No evidence.) by NTP. 3 (Not classifiable for human.) by IARC. **DEVELOPMENTAL TOXICITY:** Classified Reproductive system/toxin/female, Development toxin [POSSIBLE]. May cause damage to the following organs: blood, kidneys, lungs, liver, skin, central nervous system (CNS).

Other Toxic Effects on Humans: Hazardous in case of skin contact (irritant), of ingestion, of inhalation (lung irritant).

Special Remarks on Toxicity to Animals: Not available.

Special Remarks on Chronic Effects on Humans: Not available.

Special Remarks on other Toxic Effects on Humans: Not available.

Section 12: Ecological Information

Ecotoxicity: Not available.

BOD5 and COD: Not available.

Products of Biodegradation:

Possibly hazardous short term degradation products are not likely. However, long term degradation products may arise.

Toxicity of the Products of Biodegradation: The products of degradation are less toxic than the product itself.

Special Remarks on the Products of Biodegradation: Not available.

Section 13: Disposal Considerations

Waste Disposal:

Section 14: Transport Information

DOT Classification: CLASS 6.1: Poisonous material.

Identification: : Toxic Liquid, n.o.s (Piperonyl Butoxide) UNNA: 2810 PG: II

Special Provisions for Transport: Not available.

Section 15: Other Regulatory Information

Federal and State Regulations: TSCA 8(b) inventory: Piperonyl Butoxide

Other Regulations:

OSHA: Hazardous by definition of Hazard Communication Standard (29 CFR 1910.1200). EINECS: This product is on the European Inventory of Existing Commercial Chemical Substances.

Other Classifications:

WHMIS (Canada):

CLASS D-1A: Material causing immediate and serious toxic effects (VERY TOXIC). CLASS D-2A: Material causing other toxic effects (VERY TOXIC).

DSCL (EEC):

R24- Toxic in contact with skin. R40- Possible risks of irreversible effects. R51/53- Toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

HMIS (U.S.A.):

Health Hazard: 2

Fire Hazard: 1

Reactivity: 0

Personal Protection: h

National Fire Protection Association (U.S.A.):

Health: 2

Flammability: 1

Reactivity: 0

Specific hazard:

Protective Equipment:

Gloves. Lab coat. Vapor respirator. Be sure to use an approved/certified respirator or equivalent. Wear appropriate respirator when ventilation is inadequate. Splash goggles.

Section 16: Other Information

References: Not available.

Other Special Considerations: Not available.

Created: 10/10/2005 11:29 AM

Last Updated: 05/21/2013 12:00 PM

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Material Safety Data Sheet

Issue date: July 2004

Hazardous according to criteria of Worksafe Australia

Pyrethrum SF Insecticide

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

COMPANY DETAILS:

Kendon Chemical & MNFG. Co. Pty Ltd
71 McClure Street
Thornbury, Vic, 3071
Phone: 03 9497 2822
Fax: 03 9499 7225

Product Name: Pyrethrum SF Insecticide

Synonyms: Concentrated pyrethrin / piperonyl butoxide based insecticide, water free.

Manufacturer's Product Code(s):

Use: A liquid, quick acting solvent free liquid formulation of pyrethrum. The piperonyl butoxide ingredient is used to enhance the activity of the permethrin (synergist).

UN Number: Not applicable

Proper Shipping Name: Not applicable

Dangerous Goods Class: Not applicable

Subsidiary risk: Not applicable

Packing Group: Not applicable

Hazchem Code: Not applicable

2. COMPOSITION / INFORMATION ON INGREDIENTS

SUBSTANCE NAME	Proportion	CAS Number
PYRETHRUM	7.5%	8003-34-7
PIPERONYL BUTOXIDE	30%	51-03-6
POLYETHANOXY-9-NONYL PHENOL	remainder	9016-45-9

3. HAZARD IDENTIFICATION

Hazardous according to the criteria of Worksafe Australia

Hazard Category: Harmful, Irritant

ACUTE HEALTH EFFECTS

Swallowed:

Harmful if swallowed. May cause irritation to mouth, throat and stomach with effects including mucous build up, irritation to the tongue and lips and pains in the stomach. Can cause nausea and vomiting.

Eye:

Will cause irritation to the eyes, with effects including: tearing, pain, stinging and blurred vision. Depending upon duration of exposure, eye damage may occur.

Skin:

Will cause irritation to the skin, with effects including: Redness, itchiness, and possible dermatitis.

Inhaled:

Mists may cause irritation to the nose, throat and respiratory system with effects including: Dizziness, headache and possible confusion.

Chronic:

Prolonged or repeated skin contact may lead to dermatitis.

4. FIRST AID MEASURES

Swallowed:

If swallowed, DO NOT induce vomiting. Give a glass of milk or water. Seek medical assistance immediately. Transport to hospital or doctor.

Eye:

If material is splashed into eyes, immediately, flush with plenty of water for 15 minutes, ensuring eye lids are held open. If irritation persists transport to hospital or doctor.

Skin:

If material is splashed onto the skin, remove any contaminated clothing and wash skin thoroughly with water and soap if available. If irritation persists transport to hospital or doctor.

Inhaled:

Move victim to fresh air. Apply resuscitation if victim is not breathing. Open all doors, windows and/or vents.

First Aid Facilities:

Eye wash fountain, safety shower and normal wash room facilities nearby.

Advice to Doctor:

Treat symptomatically. Contact Poisons Information Centre 13 1126.

5. FIRE-FIGHTING MEASURES

Extinguishing Media: Water fog, foam, carbon dioxide, dry powder.

If safe to do so, move undamaged containers from fire area. Contain any fire water run-off.

Flammability

This material is a C2 Combustible Liquid to AS1940..

Fire/Explosion Hazard: Not an explosion hazard unless heated above 179°C (flash point for Piperonyl Butoxide).

Hazardous Decomposition Products: Decomposes on heating emitting soot, smoke, decomposition products and carbon monoxide. Fire Fighting Procedures Fire fighters to wear self-contained breathing apparatus (SCBA) if exposed to products of decomposition. Full protective clothing is also recommended.

6. ACCIDENTAL RELEASE MEASURES

Spillage: Ventilate the area. Remove all unnecessary personnel from spill area. Wear protective equipment. This is a C2 Combustible Liquid so ensure there are no heat sources nearby or mist formation near an ignition source. Slippery when spilt. Contain using absorbent, sand or soil - prevent run off into drains and waterways. Use absorbent (soil, sand, vermiculite or other inert material). Collect and seal in properly labelled containers for disposal.

7. HANDLING AND STORAGE

Store in a cool place and out of direct sunlight. Store away from sources of heat or ignition. Store away from oxidizing agents. Keep containers closed, when not using the product. Store in original packages as approved by manufacturer.

Classified as an AS1940 COMBUSTIBLE LIQUID C2 for storage and handling. Store in accordance with Dangerous Goods (Storage & Handling) Regulations and AS1940 Storage & Handling of Flammable & Combustible Liquids.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Standards

PYRETHRUM

(Worksafe Australia) 5 mg/m³ [TWA]

(American Conference of Govt. Industrial Hygienists) 5 mg/m³ [TWA]
A4 - Not classifiable as a human carcinogen.

PIPERONYL BUTOXIDE

No Exposure Standard available

POLYETHANOXY-9-NONYL PHENOL: No Exposure Standard available

Engineering Controls

Maintain adequate ventilation at all times. In most circumstances natural ventilation systems are adequate unless the material is heated, reacted or otherwise changed in some type of chemical reaction, then the use of a local exhaust ventilation system is recommended. If heated or a mist is formed, control all ignition sources.

Personal Protection Equipment

Avoid skin, eye and inhalation contact.

CLOTHING: PVC or natural rubber apron or splash suit.

GLOVES: PVC or natural rubber.

EYES: Chemical goggles, faceshield or safety glasses with side shields to protect eyes.

RESPIRATORY PROTECTION: Avoid breathing of vapours or mists. If natural or local exhaust ventilation is not adequate, select and use an organic vapour respirator in accordance with AS/NZS 1715/1716.

If entering spaces where the airborne concentration of a contaminant is unknown then the use of a Self-contained breathing apparatus (SCBA) with positive pressure air supply.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear brown viscous liquid
Boiling Point	>180°C
Melting Point:	<0°C
Vapour Pressure:	Low (<2mm Hg at 20°C)
Specific Gravity:	1.04
Flash Point:	179°C (Piperonyl Butoxide ingredient)
Flammability Limits:	Not Available
Solubility:	Able to form an emulsion with water. Soluble in organic solvents.

10. STABILITY AND REACTIVITY

Stable if kept in closed containers and under normal conditions of use.

CONDITIONS TO AVOID: Heat, flames, ignition sources and incompatibles. Avoid exposure to light.

INCOMPATIBLE MATERIALS: Strong alkalis, acids, oxidizing agents.

HAZARDOUS DECOMPOSITION PRODUCTS: Emits smoke and fumes when heated to decomposition. May form carbon monoxide

HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

Pyrethrum (as 100%):

Acute Oral Toxicity LD₅₀ (rat) = 3500 mg/kg

Acute Skin Toxicity LD₅₀ (rabbit) = >19000 mg/kg

Piperonyl Butoxide (as 100%):

Acute Oral Toxicity LD₅₀ (rat) = 6150 mg/kg

Acute Skin Toxicity LD₅₀ (rabbit) = 1880 mg/kg

12. ECOLOGICAL INFORMATION

This substance is harmful to aquatic organisms. This substance may cause long term adverse effects in the aquatic environment. Avoid contaminating waterways.

Pyrethrins degrade quickly on exposure to sunlight and are not persistent in soil or water.

Piperonyl Butoxide is also degradable in soils and water and is basically immobile in most soils.

- Aquatic Toxicity: Fish LC50 (Carassius Auratus) : 4.2 mg/L

LC50 (Rainbow Trout) : 6.1 mg/L

- Aquatic Toxicity: LC50 (Daphnia Magna) : 2.95 mg/L after 24 hrs

13. DISPOSAL CONSIDERATIONS

Disposal: In accordance with the Local, State & Federal EPA waste regulations.

Advise harmful, irritant and environmentally hazardous nature. Whatever cannot be saved for recovery or recycling should be handled as hazardous waste and sent to an approved waste facility. Processing, use or contamination of this product may change the waste management options.

The unclean container must also be handled as hazardous waste until cleaned.

14. TRANSPORT INFORMATION

Not classified as a Dangerous Good according to the Australian Code for the Transport of Dangerous Goods by Road and Rail (ADG Code) 6th Edition; or according to the UN, IACO(IATA) [by air] or IMO(IMDG) [by sea].

However, if transported in Australia by Road & Rail with FLAMMABLE LIQUIDS, Bulk COMBUSTIBLE LIQUIDS will be taken to be dangerous goods of Class 3; IF with Bulk FLAMMABLE LIQUIDS or with >1000L of Packaged FLAMMABLE LIQUIDS (please refer to Chapter 2, para 2.1.10 of the ADG Code 6th Edition).

15. REGULATORY INFORMATION

Workplace Hazardous Substance

HAZARD CATEGORY: HARMFUL, IRRITANT, ENVIRONMENT HAZARD

RISK PHRASES

- R22 Harmful if swallowed.
R36/38 Irritating to eyes and skin.
R52 Harmful to aquatic organisms.
R53 May cause long term adverse effects in the aquatic environment.

SAFETY PHRASES

- S2 Keep out of reach of children.
S13 Keep away from food, drink and animal feeding stuffs.
S24/25 Avoid contact with skin and eyes.
S37/39 Wear gloves and eye/face protection.
S38 In case of insufficient ventilation, wear suitable respiratory protection.
S26 After contact with eyes, rinse immediately with water and seek medical advice.
S28 After contact with skin, wash immediately with soap and water.

Not a Dangerous Good.

However, it is an AS1940 COMBUSTIBLE LIQUID, C2 (see Storage & Transport Sections for details).

Not a Scheduled Poison.

NICNAS - Aust. Inventory of Chemical Substances: All ingredients are on the AICS.

16. OTHER INFORMATION

Contact Point

Technical Department
03 9497 2822

After Hours
mobile: 0418-530-461

Disclaimer

The information herein is to the best of our knowledge, correct and complete. It describes the safety requirements for this product and should not be construed as guaranteeing specific properties. Since methods and conditions are beyond our control we do not accept liability for any damages resulting from the use of, or reliance on, this information in inappropriate contexts.

Reviewers Initials / Yr / Mth: JS0002



The Chemical Company

Safety Data Sheet GREEN-SHIELD

Revision date : 2012/03/27
Version: 2.0

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1. Product and Company Identification

Company
BASF CORPORATION
100 Park Avenue
Florham Park, NJ 07932, USA

24 Hour Emergency Response Information
CHEMTREC: 1-800-424-9300
BASF HOTLINE: 1-800-832-HELP (4357)

Registrant:
Whitmire Micro-Gen Research Laboratories, Inc.
3568 Tree Court Industrial Blvd.
St. Louis, MO 63122

Substance number: 000000396171

2. Hazards Identification

Emergency overview

DANGER:
CORROSIVE.
KEEP OUT OF REACH OF CHILDREN.
KEEP OUT OF REACH OF DOMESTIC ANIMALS.
CAUSES IRREVERSIBLE EYE DAMAGE.
CAUSES SKIN BURNS.
HARMFUL IF SWALLOWED.
HARMFUL IF ABSORBED THROUGH SKIN.
Avoid contact with the skin, eyes and clothing.
Wash thoroughly after handling.

See Product Label for additional precautionary statements.

State of matter: liquid
Colour: amber, clear
Odour: bitter almond-like

Potential health effects

Primary routes of exposure:

Routes of entry for solids and liquids include eye and skin contact, ingestion and inhalation. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquified gases.

Acute toxicity:

Slightly toxic after single ingestion. Moderately toxic after short-term skin contact. Moderately toxic after short-term inhalation.

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Irritation / corrosion:

May cause moderate but temporary irritation to the eyes.
Corrosive to the skin.

Sensitization:

Skin sensitizing effects were not observed in animal studies.

Chronic toxicity:

Carcinogenicity: The product has not been tested. The statement has been derived from products of a similar structure or composition. No carcinogenic potential can be deduced from other studies with rats and mice.

Genotoxicity: The product has not been tested. The statement has been derived from products of a similar structure or composition. The substance was not mutagenic in a test with mammals.

3. Composition / Information on Ingredients

<u>CAS Number</u>	<u>Content (W/W)</u>	<u>Chemical name</u>
68391-01-5	10.0 %	quaternary ammonium compounds, benzyl-C12-18-alkyldimethyl, chlorides
85409-23-0	10.0 %	Quaternary ammonium compounds, C12-14-alkyl[(ethylphenyl)methyl]dimethyl, chlorides
64-17-5	<= 80.0 %	Ethanol Proprietary ingredients

4. First-Aid Measures

General advice:

First aid providers should wear personal protective equipment to prevent exposure. Remove contaminated clothing. Move person to fresh air. If person is not breathing, call 911 or ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or physician for treatment advice. Have the product container or label with you when calling a poison control center or doctor or going for treatment.

If inhaled:

Remove the affected individual into fresh air and keep the person calm.

If on skin:

Rinse skin immediately with plenty of water for 15 - 20 minutes.

If in eyes:

Hold eyes open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after first 5 minutes, then continue rinsing.

If swallowed:

Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions. Do not induce vomiting. Have person sip a glass of water if able to swallow.

5. Fire-Fighting Measures

Flash point:	200 °F	(closed cup)
Lower explosion limit:	4 %(V)	(air)
Upper explosion limit:	19 %(V)	(air)

Suitable extinguishing media:
water spray

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Hazards during fire-fighting:

carbon monoxide, carbon dioxide, nitrogen dioxide, nitrogen oxide, amine derivatives

If product is heated above decomposition temperature, toxic vapours will be released. The substances/groups of substances mentioned can be released in case of fire.

Protective equipment for fire-fighting:

Firefighters should be equipped with self-contained breathing apparatus and turn-out gear.

Further information:

Evacuate area of all unnecessary personnel. Contain contaminated water/firefighting water. Do not allow to enter drains or waterways.

6. Accidental release measures

Personal precautions:

Take appropriate protective measures. Clear area. Shut off source of leak only under safe conditions.

Extinguish sources of ignition nearby and downwind. Ensure adequate ventilation. Wear suitable personal protective clothing and equipment.

Environmental precautions:

Do not discharge into the subsoil/soil. Do not discharge into drains/surface waters/groundwater. Contain contaminated water/firefighting water. A spill of or in excess of the reportable quantity requires notification to state, local and national emergency authorities. This product is not regulated by CERCLA ('Superfund').

Cleanup:

Dike spillage. Pick up with suitable absorbent material. Spilled substance/product should be recovered and applied according to label rates whenever possible. If application of spilled substance/product is not possible, then spills should be contained, solidified, and placed in suitable containers for disposal. After decontamination, spill area can be washed with water. Collect wash water for approved disposal.

7. Handling and Storage

Handling

General advice:

RECOMMENDATIONS ARE FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS. PESTICIDE APPLICATORS & WORKERS must refer to the Product Label and Directions for Use attached to the product. Provide good ventilation of working area (local exhaust ventilation if necessary). Keep away from sources of ignition - No smoking. Keep container tightly sealed. Protect against heat. Handle and open container with care. Do not open until ready to use. Once container is opened, content should be used as soon as possible. Provide means for controlling leaks and spills. Follow label warnings even after container is emptied. The substance/ product may be handled only by appropriately trained personnel. Avoid all direct contact with the substance/product. Avoid contact with the skin, eyes and clothing. Avoid inhalation of dusts/mists/vapours. Wear suitable personal protective clothing and equipment.

Protection against fire and explosion:

The relevant fire protection measures should be noted. Fire extinguishers should be kept handy. Avoid all sources of ignition: heat, sparks, open flame. Avoid extreme heat. Ground all transfer equipment properly to prevent electrostatic discharge. Electrostatic discharge may cause ignition.

Storage

General advice:

Keep only in the original container in a cool, dry, well-ventilated place away from ignition sources, heat or flame. Protect containers from physical damage. Protect against contamination. The authority permits and storage regulations must be observed.

Storage incompatibility:

General advice: Segregate from incompatible substances. Segregate from foods and animal feeds. Segregate from textiles and similar materials.

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Storage stability:

May be kept indefinitely if stored properly. If an expiry date is mentioned on the packaging/label this takes priority over the statements on storage duration in this safety data sheet.

8. Exposure Controls and Personal Protection

Users of a pesticidal product should refer to the product label for personal protective equipment requirements.

Components with workplace control parameters

Ethanol	OSHA	PEL	1,000 ppm	1,900 mg/m3 ;
	ACGIH	STEL value	1,000 ppm ;	

Advice on system design:

Whenever possible, engineering controls should be used to minimize the need for personal protective equipment.

Personal protective equipment

RECOMMENDATIONS FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS:

Respiratory protection:

Wear respiratory protection if ventilation is inadequate. Wear a NIOSH-certified (or equivalent) organic vapour/particulate respirator. For situations where the airborne concentrations may exceed the level for which an air purifying respirator is effective, or where the levels are unknown or Immediately Dangerous to Life or Health (IDLH), use NIOSH-certified full facepiece pressure demand self-contained breathing apparatus (SCBA) or a full facepiece pressure demand supplied-air respirator (SAR) with escape provisions.

Hand protection:

Chemical resistant protective gloves. Protective glove selection must be based on the user's assessment of the workplace hazards.

Eye protection:

Safety glasses with side-shields. Tightly fitting safety goggles (chemical goggles). Wear face shield if splashing hazard exists.

Body protection:

Body protection must be chosen depending on activity and possible exposure, e.g. head protection, apron, protective boots, chemical-protection suit.

General safety and hygiene measures:

RECOMMENDATIONS FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS
Wear long sleeved work shirt and long work pants in addition to other stated personal protective equipment. Work place should be equipped with a shower and an eye wash. Handle in accordance with good industrial hygiene and safety practice. Personal protective equipment should be decontaminated prior to reuse. Gloves must be inspected regularly and prior to each use. Replace if necessary (e.g. pinhole leaks). Take off immediately all contaminated clothing. Store work clothing separately. Hands and/or face should be washed before breaks and at the end of the shift. No eating, drinking, smoking or tobacco use at the place of work. Keep away from food, drink and animal feeding stuffs.

9. Physical and Chemical Properties

Form:	liquid	
Odour:	bitter almond-like	
Colour:	amber, clear	
pH value:	7.6	(22 °C) (as such)
Freezing point:	approx. 0 °C	Information applies to the solvent.
Boiling range:	approx. 79 - 100 °C	Information applies to the solvent.
Vapour pressure:	approx. 79 hPa	(20 °C) Information applies to the solvent.

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Density:	0.987 g/cm3	(20 °C)
Vapour density:		not determined
Viscosity, dynamic:	15.25 mPa.s	(20 °C)
Solubility in water:		fully soluble

10. Stability and Reactivity

Conditions to avoid:

Avoid all sources of ignition: heat, sparks, open flame. Avoid prolonged storage. Avoid electro-static discharge. Avoid contamination. Avoid prolonged exposure to extreme heat. Avoid extreme temperatures.

Substances to avoid:

anionic substances, oxidizing agents

Hazardous reactions:

The product is chemically stable.

Decomposition products:

No hazardous decomposition products if stored and handled as prescribed/indicated. Prolonged thermal loading can result in products of degradation being given off.

Thermal decomposition:

Possible thermal decomposition products:

carbon monoxide, carbon dioxide, nitrogen dioxide, nitrogen oxide

Stable at ambient temperature. If product is heated above decomposition temperature toxic vapours may be released. To avoid thermal decomposition, do not overheat.

Corrosion to metals:

Corrosive effects to metal are not anticipated.

11. Toxicological information

Acute toxicity

Oral:

Type of value: LD50

Species: rat

Value: 1,750 - 5,000 mg/kg

Inhalation:

Type of value: LC50

Species: rat

Value: 0.054 - 0.51 mg/l

The product has not been tested. The statement has been derived from products of a similar structure or composition.

Dermal:

Type of value: LD50

Species: rat

Value: 930 mg/kg

Irritation / corrosion

Skin:

Species: rabbit

Result: Corrosive.

The product has not been tested. The statement has been derived from products of a similar structure or composition.

Sensitization:

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Species: guinea pig
Result: Non-sensitizing.

The product has not been tested. The statement has been derived from products of a similar structure or composition.

12. Ecological Information

Fish

Acute:

Highly toxic.

Aquatic invertebrates

Acute:

Very highly toxic.

13. Disposal considerations

Waste disposal of substance:

Pesticide wastes are regulated. If pesticide wastes cannot be disposed of according to label instructions, contact the State Pesticide or Environmental Control Agency or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container disposal:

Rinse thoroughly at least three times (triple rinse) in accordance with EPA recommendations. Consult state or local disposal authorities for approved alternative procedures such as container recycling. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

14. Transport Information

Land transport

USDOT

Hazard class:	8
Packing group:	III
ID number:	UN 3267
Hazard label:	8
Proper shipping name:	CORROSIVE LIQUID, BASIC, ORGANIC, N.O.S. (contains QUATERNARY AMMONIUM COMPOUNDS)

Sea transport

IMDG

Hazard class:	8
Packing group:	III
ID number:	UN 3267
Hazard label:	8
Marine pollutant:	NO
Proper shipping name:	CORROSIVE LIQUID, BASIC, ORGANIC, N.O.S. (contains QUATERNARY AMMONIUM COMPOUNDS)

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Air transport

IATA/ICAO

Hazard class:

8

Packing group:

III

ID number:

UN 3267

Hazard label:

8

Proper shipping name:

CORROSIVE LIQUID, BASIC, ORGANIC, N.O.S. (contains QUATERNARY AMMONIUM COMPOUNDS)

Further information

DOT: This product may be classified as ORM-D (Consumer Commodity) or Limited Quantity. After 12/31/2013, ORM-D will not apply.

15. Regulatory Information

Federal Regulations

Registration status:

Chemical TSCA, US blocked / not listed

Crop Protection TSCA, US released / exempt

OSHA hazard category:

IARC 1, 2A or 2B carcinogen; NTP listed carcinogen; Chronic target organ effects reported; Acute target organ effects reported; ACGIH TLV established; Toxic - dermal; Highly toxic - inhalation

EPCRA 311/312 (Hazard categories):

Acute; Chronic

CERCLA RQ

100 LBS

CAS Number

64-17-5

Chemical name

Ethanol

State regulations

CA Prop. 65:

THIS PRODUCT CONTAINS A CHEMICAL(S) KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

CAS Number

64-17-5

Chemical name

Ethanol

16. Other Information

Refer to product label for EPA registration number.

Recommended use: pesticides

We support worldwide Responsible Care® initiatives. We value the health and safety of our employees, customers, suppliers and neighbors, and the protection of the environment. Our commitment to Responsible Care is integral to conducting our business and operating our facilities in a safe and environmentally responsible fashion, supporting our customers and suppliers in ensuring the safe and environmentally sound handling of our products, and minimizing the impact of our operations on society and the environment during production, storage, transport, use and disposal of our products.

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(30472219/SDS_CPA_US/EN)

MSDS Prepared by:
BASF NA Product Regulations
msds@basf.com
MSDS Prepared on: 2012/03/27

IMPORTANT: WHILE THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION CONTAINED HEREIN ARE PRESENTED IN GOOD FAITH AND BELIEVED TO BE ACCURATE, IT IS PROVIDED FOR YOUR GUIDANCE ONLY. BECAUSE MANY FACTORS MAY AFFECT PROCESSING OR APPLICATION/USE, WE RECOMMEND THAT YOU MAKE TESTS TO DETERMINE THE SUITABILITY OF A PRODUCT FOR YOUR PARTICULAR PURPOSE PRIOR TO USE. NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE REGARDING PRODUCTS DESCRIBED OR DESIGNS, DATA OR INFORMATION SET FORTH, OR THAT THE PRODUCTS, DESIGNS, DATA OR INFORMATION MAY BE USED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IN NO CASE SHALL THE DESCRIPTIONS, INFORMATION, DATA OR DESIGNS PROVIDED BE CONSIDERED A PART OF OUR TERMS AND CONDITIONS OF SALE. FURTHER, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE DESCRIPTIONS, DESIGNS, DATA, AND INFORMATION FURNISHED BY OUR COMPANY HEREUNDER ARE GIVEN GRATIS AND WE ASSUME NO OBLIGATION OR LIABILITY FOR THE DESCRIPTION, DESIGNS, DATA AND INFORMATION GIVEN OR RESULTS OBTAINED, ALL SUCH BEING GIVEN AND ACCEPTED AT YOUR RISK.
END OF DATA SHEET

**BioWorks®****CEASE®**

Revision Date: February 12, 2013

SAFETY DATA SHEET

1. IDENTIFICATION

Product Name:	CEASE®	Synonyms:	Not Applicable
Product Use:	Fungicide / Bactericide		
Manufacturer:	Bayer CropScience LP	Distributor:	BioWorks, Inc.
Address:	1540 Drew Avenue Davis, California 95618, USA	Address:	100 Rawson Road, Suite 205 Victor, New York 14564, USA
Telephone:	1.530.750.0150	Telephone:	1.800.877.9443
Emergency Phone: (CHEMTREC)	In USA call CHEMTREC 24-hour toll-free hotline at 1.800.424.9300 Outside USA, call 1.703.527.3887 (collect calls accepted)		

2. HAZARDS IDENTIFICATION

Emergency Overview: This preparation is not considered to be hazardous to humans or the environment. Product has very low toxicity via ingestion, skin contact, or inhalation.

Possible Routes of Entry: Inhalation, eyes, and skin

Potential Health Effects from Over-exposure:

Skin/ Eye Irritation: Direct contact with skin or eyes may cause mild irritation in some individuals.

Inhalation: Inhalation of spray mist may cause respiratory tract irritation in some individuals.

Section 2 Notes: In the unlikely event that over-exposure occurs, follow first aid measures in section 4.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients:	CAS No.	Percent
Bacillus subtilis strain QST 713	Not Applicable	1.34% (Nominal)
Mixture of inert, non-reactive ingredients	Not Applicable to mixtures	98.66%

Section 3 Notes: This preparation contains no hazardous substances per Directive 67/548/EEC.

4. FIRST-AID MEASURES

General: Remove from source of exposure. If irritation or other signs of toxicity occur, seek medical attention.

Eyes: Hold eye open and rinse slowly and gently with plenty of water for at least 15 minutes. If present, remove contact lenses and continue rinsing eye.

Skin: Remove contaminated clothing. Thoroughly wash skin with plenty of soap and water.

Inhalation: Move person to fresh air. If person is not breathing, call an ambulance, then give artificial respiration.

Ingestion: Call a doctor immediately if a large amount is swallowed. Have person sip a glass of water if able to swallow. Do not give anything by mouth to an unconscious person.

Note to Physicians and First Aid Providers: This product has low oral, dermal, and inhalation toxicity. Direct contact with eyes may cause temporary irritation. Provide symptomatic and supportive care as necessary.

5. FIRE-FIGHTING MEASURES

General: Use methods and protective gear that are appropriate for the conditions and size of the fire.

Extinguishing Media: Use appropriate media for underlying cause and combustibles involved in the fire.

Special Equipment: Self-contained breathing apparatus and full protective gear according to the conditions and size of the fire.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions: Wear suitable protective clothing such as long-sleeved shirt, pants, waterproof gloves and shoes with socks.

Methods for Clean Up: Carefully mop or sweep up spill and place in a closed container for disposal. Rinse area with water.

Section 6 Notes: Refer to section 8 for personal protection and section 13 for disposal considerations.

7. HANDLING AND STORAGE

Handling: Use handling procedures that minimize exposure to the product.

Storage: Store in a cool, dry, well-ventilated place in original container. Keep container closed when not in use. Do not contaminate other pesticides, fertilizers, water, or feed by storage or disposal.

Section 7 Notes: Avoid contact with skin, eyes and clothing. Avoid inhalation of spray mist. Wash any contamination from skin or eyes immediately. Wash hands and exposed skin before eating, drinking, smoking or using the toilet.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

General: Protective clothing should be selected according to the conditions likely to be encountered in the workplace. Ensure good ventilation. No exposure limits have been established.

Engineering Controls: Use process enclosures, local exhaust ventilation, or other engineering controls to reduce airborne exposure at locations/operations where spray mist may be generated.

Personal Protective Equipment:

Respiratory: Not normally required. However, if needed, use a dust/mist filtering face mask or respirator.

Eyes and Face: Chemical safety goggles or safety glasses with side shields.

Hands/Skin: Gloves made from chemically resistant material such as neoprene, vinyl, rubber, or nitrile.

Other Clothing: Wear suitable protective clothing such as long-sleeved shirt, pants, and shoes with socks.

Hygienic Practices: Wash hands and exposed skin before eating, drinking, smoking or using the toilet.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Light to medium brown aqueous dispersion
Odor:	Sweet, earthy odor
Melting Point:	Approximately 0° C (32° F)
Boiling Point:	≥ 100° C (≥ 212° F)
Density:	1.0 – 1.3 g/cm ³
Solubility in Water:	Dispersible in water
pH as Supplied:	4.8 – 6.0

10. STABILITY AND REACTIVITY

Stability: Stable, material is non-reactive.

Conditions to Avoid: None that are known.

Materials to Avoid: None that are known.

Hazardous Decomposition Products: None that are known.

Hazardous Polymerization: Will not occur.

11. TOXICOLOGICAL INFORMATION

Possible Routes of Entry: Inhalation, eyes, and skin

Potential Health Effects from Over-exposure

Skin/ Eye Irritation: Direct contact with skin or eyes may cause slight to mild irritation in some individuals.

Inhalation: Inhalation of spray mist may cause respiratory tract irritation in some individuals.

Acute studies on a similar formulation:

Acute Oral LD50 (Rat):	> 5,000 mg/kg	Eye Irritation (Rabbit):	Nonirritant
Acute Dermal LD50 (Rabbit):	> 5,000 mg/kg	Dermal Irritation (Rabbit):	Nonirritant
Acute Inhalation LD50 (Rat):	> 1.4 mg/L (Limit test)*		

Section 11 Notes: None of the components of this product are listed as carcinogenic by NTP, IARC, or OSHA.

* No deaths or toxic effects were observed in the test animals during the study period.

12. ECOLOGICAL INFORMATION

Ecological Information: With regard to environmental fate and behavior this product is not expected to impose any environmental risk.

Ecotoxicity Information: It can be concluded from test results with the technical active ingredient in aquatic vertebrates and invertebrates, and in various terrestrial vertebrates and invertebrates that this product is non-toxic to the species tested is not expected to impose any environmental risk.

13. DISPOSAL CONSIDERATIONS

PESTICIDE DISPOSAL: To avoid wastes, use all material in this container by application according to label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or disposal program (often such programs are run by state or local governments or by industry).

CONTAINER DISPOSAL: For 1.0-gallon, 2.5-gallon, 3-gallon, or 5-gallon plastic containers – Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or mix tank and drain for 10 seconds after the flow begins to drip. Fill the container $\frac{1}{4}$ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling, if available, or puncture and dispose of in a sanitary landfill or by incineration. Do not burn, unless allowed by state and local ordinances. If burned, stay out of smoke.

14. TRANSPORT INFORMATION

Land: ADR / RID Class: Not controlled under ADR (Europe)

Water: IMDG Class: Not controlled under IMDG

Air: IATA – DGR Class: Not controlled under IATA

CEASE®
Safety Data Sheet

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Other: U.S. DOT: Not Regulated

Freight Classification: Insecticides, Fungicides N.O.I., Other Than Poisons. NMFC 155050 Class 60

Canadian TDG: Not Regulated under Canadian Transport of Dangerous Goods Regulations

15. REGULATORY INFORMATION

UNITED STATES: Registered as a pesticide product. (EPA Reg. No. 264-1155-68539)

This pesticide product is registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other information, including direction for use.

CAUTION

Direct contact with skin or eyes may cause mild irritation.

Inhalation of spray mist may cause respiratory tract irritation.

Labeling According to EC Directives:

Symbol: Not Required

R-phrases: Not Required

S-phrases: S 2 Keep out of reach of children

(Recommended) S 20/21 When using do not eat, drink or smoke

S 24/25 Avoid contact with skin and eyes

S 29/35 Do not empty into drains; dispose of this material and its container in a safe way

U.S. EPA SARA: No acute or chronic health hazards. No fire, release of pressure, or reactivity hazards. (Title III Classification)

CANADA: Registered as a pesticide product. (PCP No. 30522)

16. OTHER INFORMATION

CONTACT: BioWorks, Inc.
100 Rawson Rd, Suite 205
Victor, NY 14564

TELEPHONE: 800-877-9443

DISCLAIMER AND LIMITATION OF LIABILITY

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MATERIAL SAFETY DATA SHEET

AGRI-FOS® SYSTEMIC FUNGICIDE

Page 1 of 4

Issue Date: 12/04

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Chemical Product

AGRI-FOS® SYSTEMIC FUNGICIDE

EPA Reg. No. 71962-1-54705

Common Name: Liquid systemic fungicide.

Chemical Description: Mono- and di-potassium salts of Phosphorous Acid.

TSCA/CAS No.: This product is a mixture — there is no specific CAS number.

Manufactured For

Lawn & Garden Products, Inc.

P. O. Box 35000

Fresno, CA 93745-5000

Emergency Phone Numbers

Emergency Telephone: DAYS: (559) 499-2100 EVES.: (559) 435-2163

CHEMTREC (24-Hour Emergency Number): (800) 424-9300

EPA National Response Center: (800) 424-8802

SECTION 2. HAZARDOUS INGREDIENTS

CHEMICAL	CAS NO.	%	TLV OR PEL	RQ (lbs)
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None.

SECTION 3. EMERGENCY/HAZARDS OVERVIEW

Blue liquid with slight to no odor. Harmful if swallowed, inhaled or absorbed through skin. Avoid breathing vapors or spray mist. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Avoid strong oxidizing agents and strong bases. Corrosive to most metals. Not DOT regulated.

HEALTH: 2 REACTIVITY: 0 FLAMMABILITY: 0 ENVIRONMENT: 0
(0=Insignificant 1=Slight 2=Moderate 3=High 4=Extreme)

SECTION 4. FIRST AID

Eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

Skin: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

Ingestion: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Never give anything by mouth to an unconscious person.

Inhalation: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

SECTION 5. FIRE AND EXPLOSION HAZARDS

Flash Point:	Not applicable.
Test Method:	Not available.
LEL Flammable Limits:	Not available.
UEL Flammable Limits:	Not available.
Autoignition Temperature:	Not available.
Flammability Classification:	Not applicable.
Known Hazardous Products of Combustion:	None.
Properties that Initiate/Contribute to Intensity of Fire:	None.
Potential For Dust Explosion:	None.
Reactions that Release Flammable Gases or Vapors:	Not known.
Potential For Release of Flammable Vapors:	Not known.
Unusual Fire & Explosion Hazards:	This is not a flammable material. Some gases such as phosphorus oxides may be released.
Extinguishing Media:	Carbon dioxide, dry chemical, foam, water spray.
Special Firefighting Procedures:	Use full-faced self-contained breathing apparatus along with full protective gear.

SECTION 6. SPILLS AND LEAKS

Containment:	Prevent product spillage from entering drinking water supplies or streams.
Clean Up:	Collect liquid or absorb onto absorbent material and package for disposal.
Evacuation:	Not necessary.

SECTION 7. STORAGE AND HANDLING

Storage:	Store in well sealed container in a cool, well-ventilated, dry place at temperatures above 40°F. Do not store near heat or flame. Do not store near combustible materials, herbicides, fungicides, and food or feeds. Do not stack pallets more than two (2) high.
Transfer Equipment:	Transfer product using chemical-resistant plastic or stainless steel tanks, pumps, valves, etc.
Work/Hygienic Practices:	Keep out of reach of children. May be harmful if swallowed, inhaled or absorbed through skin. Avoid breathing vapors or spray mist. Causes moderate eye irritation. Avoid contact with eyes, skin or clothing. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash clothing before reuse. Do not allow children or pets to contact treated area until sprays have dried.

SECTION 8. PERSONAL PROTECTIVE EQUIPMENT

Eyes:	Chemical dust/splash goggles or full-face shield to prevent eye contact. As a general rule, do not wear contact lenses when handling.
Skin:	Long-sleeved shirt, long pants, shoes plus socks and household latex or rubber gloves.
Respiratory:	Not normally needed. If use generates an aerosol mist or respiratory irritation, use NIOSH-approved dust/mist respirator (such as 3M #8710).
Ventilation:	Recommended but no TLV established.

SECTION 9. PHYSICAL AND CHEMICAL DATA

Appearance:	Blue liquid.
Odor:	Slight to none.
pH:	5.5 – 6.0
Vapor Pressure:	Not available.
Vapor Density (Air = 1):	Not available.
Boiling Point:	> 100°C (212°F)
Freezing Point:	Not available.
Water Solubility:	Miscible.
Density:	11.26 lbs./gal.
Evaporation Rate:	Not available.
Viscosity:	Not available.
% Volatile:	Not available.
Octanol/Water Partition Coefficient:	Not available.
Saturated Vapor Concentration:	Not available.

SECTION 10. STABILITY AND REACTIVITY

Stability:	Stable.
Conditions To Avoid:	Avoid strong oxidizers and bases. Corrosive to most metals.
Incompatibility:	Not compatible with strong oxidizers, bases and most metals.
Hazardous Decomposition Products:	None known.
Hazardous Polymerization:	Will not occur.

SECTION 11. POTENTIAL HEALTH EFFECTSAcute Effects:

Eyes:	Mild irritant to eyes.
Skin:	Mildly irritating to skin.
Ingestion:	Ingestion may cause diarrhea, nausea, vomiting and cramps.
Inhalation:	May be slightly irritating.

Subchronic Effects: None known.Chronic Effects: Not established.**SECTION 12. ECOLOGICAL INFORMATION**

Algal/Lemna Growth Inhibition:	Not known.
Toxicity to Fish and Invertebrates:	Not known.
Toxicity to Plants:	Not known.
Toxicity in Birds:	Not known.

SECTION 13. DISPOSAL

Do not contaminate lakes, streams, ponds, estuaries, oceans or other waters by discharge of waste effluents or equipment washwaters. If container is empty: Do not reuse this container. Place in trash or offer for recycling. If container is partially filled: Call your local solid waste agency of 1-800-CLEANUP for disposal instructions. Never place unused product down any indoor or outdoor drain.

SECTION 14. TRANSPORTATION

D.O.T.:

Not D.O.T. Regulated.

Other Shipping Description:

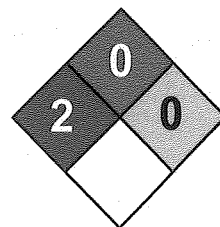
Insecticides or Fungicides, Liquid.

NMFC Item 102120, LTL Class 60

SECTION 15. REGULATORY INFORMATIONCERCLA: None.SARA TITLE III, Section 313 Toxic Chemicals: None.Proposition 65: None.**SECTION 16. OTHER**

All information appearing in this document was based on data provided by third party sources and was compiled to comply with the Federal Hazard Communication Standard and the California Hazardous Substances Information and Training Act. The information is believed to be accurate as of the preparation date, but is not warranted as being the final authority in the use of this product. This information does not purport to be legal or medical advice.

AGRI-FOS is a registered trademark of AGRICHEM MANUFACTURING INDUSTRIES PTY. LTD.



Health	2
Fire	0
Reactivity	0
Personal Protection	E

Material Safety Data Sheet

Potassium bicarbonate MSDS

Section 1: Chemical Product and Company Identification

Product Name: Potassium bicarbonate

Catalog Codes: SLP1444, SLP5065, SLP2239

CAS#: 298-14-6

RTECS: Not available.

TSCA: TSCA 8(b) inventory: Potassium bicarbonate

CI#: Not available.

Synonym:

Chemical Name: Not available.

Chemical Formula: KHCO₃

Contact Information:

Sciencelab.com, Inc.

14025 Smith Rd.

Houston, Texas 77396

US Sales: **1-800-901-7247**

International Sales: **1-281-441-4400**

Order Online: ScienceLab.com

CHEMTREC (24HR Emergency Telephone), call:

1-800-424-9300

International CHEMTREC, call: 1-703-527-3887

For non-emergency assistance, call: 1-281-441-4400

Section 2: Composition and Information on Ingredients

Composition:

Name	CAS #	% by Weight
Potassium bicarbonate	298-14-6	100

Toxicological Data on Ingredients: Potassium bicarbonate LD50: Not available. LC50: Not available.

Section 3: Hazards Identification

Potential Acute Health Effects: Hazardous in case of skin contact (irritant), of eye contact (irritant), of ingestion, of inhalation.

Potential Chronic Health Effects:

CARCINOGENIC EFFECTS: Not available. **MUTAGENIC EFFECTS:** Not available. **TERATOGENIC EFFECTS:** Not available.

DEVELOPMENTAL TOXICITY: Not available. Repeated or prolonged exposure is not known to aggravate medical condition.

Section 4: First Aid Measures

Eye Contact:

Check for and remove any contact lenses. Immediately flush eyes with running water for at least 15 minutes, keeping eyelids open. Cold water may be used. Do not use an eye ointment. Seek medical attention.

Skin Contact:

After contact with skin, wash immediately with plenty of water. Gently and thoroughly wash the contaminated skin with running water and non-abrasive soap. Be particularly careful to clean folds, crevices, creases and groin. Cold water may be used. Cover the irritated skin with an emollient. If irritation persists, seek medical attention.

Serious Skin Contact:

Wash with a disinfectant soap and cover the contaminated skin with an anti-bacterial cream. Seek medical attention.

Inhalation: Allow the victim to rest in a well ventilated area. Seek immediate medical attention.

Serious Inhalation: Not available.

Ingestion:

Do not induce vomiting. Loosen tight clothing such as a collar, tie, belt or waistband. If the victim is not breathing, perform mouth-to-mouth resuscitation. Seek immediate medical attention.

Serious Ingestion: Not available.

Section 5: Fire and Explosion Data

Flammability of the Product: Non-flammable.

Auto-Ignition Temperature: Not applicable.

Flash Points: Not applicable.

Flammable Limits: Not applicable.

Products of Combustion: Not available.

Fire Hazards in Presence of Various Substances: Not applicable.

Explosion Hazards in Presence of Various Substances:

Risks of explosion of the product in presence of mechanical impact: Not available. Risks of explosion of the product in presence of static discharge: Not available.

Fire Fighting Media and Instructions: Not applicable.

Special Remarks on Fire Hazards: Not available.

Special Remarks on Explosion Hazards: Not available.

Section 6: Accidental Release Measures**Small Spill:**

Use appropriate tools to put the spilled solid in a convenient waste disposal container. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

Large Spill:

Use a shovel to put the material into a convenient waste disposal container. Finish cleaning by spreading water on the contaminated surface and allow to evacuate through the sanitary system.

Section 7: Handling and Storage**Precautions:**

Do not breathe dust. Wear suitable protective clothing. In case of insufficient ventilation, wear suitable respiratory equipment. If you feel unwell, seek medical attention and show the label when possible. Avoid contact with skin and eyes.

Storage:

No specific storage is required. Use shelves or cabinets sturdy enough to bear the weight of the chemicals. Be sure that it is not necessary to strain to reach materials, and that shelves are not overloaded.

Section 8: Exposure Controls/Personal Protection

Engineering Controls:

Use process enclosures, local exhaust ventilation, or other engineering controls to keep airborne levels below recommended exposure limits. If user operations generate dust, fume or mist, use ventilation to keep exposure to airborne contaminants below the exposure limit.

Personal Protection:

Splash goggles. Lab coat. Dust respirator. Be sure to use an approved/certified respirator or equivalent. Gloves.

Personal Protection in Case of a Large Spill:

Splash goggles. Full suit. Dust respirator. Boots. Gloves. A self contained breathing apparatus should be used to avoid inhalation of the product. Suggested protective clothing might not be sufficient; consult a specialist BEFORE handling this product.

Exposure Limits: Not available.

Section 9: Physical and Chemical Properties

Physical state and appearance: Solid.

Odor: Not available.

Taste: Not available.

Molecular Weight: 100.12 g/mole

Color: Not available.

pH (1% soln/water): Not available.

Boiling Point: Not available.

Melting Point: Decomposes.

Critical Temperature: Not available.

Specific Gravity: 2.17 (Water = 1)

Vapor Pressure: Not applicable.

Vapor Density: Not available.

Volatility: Not available.

Odor Threshold: Not available.

Water/Oil Dist. Coeff.: Not available.

Ionicity (in Water): Not available.

Dispersion Properties: See solubility in water.

Solubility: Soluble in cold water.

Section 10: Stability and Reactivity Data

Stability: The product is stable.

Instability Temperature: Not available.

Conditions of Instability: Not available.

Incompatibility with various substances: Not available.

Corrosivity: Non-corrosive in presence of glass.

Special Remarks on Reactivity: Not available.

Special Remarks on Corrosivity: Not available.

Polymerization: No.

Section 11: Toxicological Information

Routes of Entry: Eye contact. Inhalation. Ingestion.

Toxicity to Animals:

LD50: Not available. LC50: Not available.

Chronic Effects on Humans: Not available.

Other Toxic Effects on Humans: Hazardous in case of skin contact (irritant), of ingestion, of inhalation.

Special Remarks on Toxicity to Animals: Not available.

Special Remarks on Chronic Effects on Humans: Not available.

Special Remarks on other Toxic Effects on Humans: Not available.

Section 12: Ecological Information

Ecotoxicity: Not available.

BOD5 and COD: Not available.

Products of Biodegradation:

Possibly hazardous short term degradation products are not likely. However, long term degradation products may arise.

Toxicity of the Products of Biodegradation: The products of degradation are more toxic.

Special Remarks on the Products of Biodegradation: Not available.

Section 13: Disposal Considerations

Waste Disposal:

Section 14: Transport Information

DOT Classification: Not a DOT controlled material (United States).

Identification: Not applicable.

Special Provisions for Transport: Not applicable.

Section 15: Other Regulatory Information

Federal and State Regulations: TSCA 8(b) inventory: Potassium bicarbonate

Other Regulations: Not available..

Other Classifications:

WHMIS (Canada): Not controlled under WHMIS (Canada).

DSCL (EEC): R36/38- Irritating to eyes and skin.

HMIS (U.S.A.):

Health Hazard: 2

Fire Hazard: 0

Reactivity: 0

Personal Protection: E

National Fire Protection Association (U.S.A.):

Health: 2

Flammability: 0

Reactivity: 0

Specific hazard:

Protective Equipment:

Gloves. Lab coat. Dust respirator. Be sure to use an approved/certified respirator or equivalent. Splash goggles.

Section 16: Other Information

References: Not available.

Other Special Considerations: Not available.

Created: 10/10/2005 08:48 PM

Last Updated: 05/21/2013 12:00 PM

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MATERIAL SAFETY DATA SHEET

DUSTING SULFUR FUNGICIDE/MITICIDE

FOR CHEMICAL EMERGENCY, SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT, CALL CHEMTREC - DAY OR NIGHT 1-800-424-9300

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

FORMULATED FOR:

Loveland Products, Inc.
P.O. Box 1286 • Greeley, CO 80632-1286

24-Hour Emergency Phone: 1-800-424-9300
Medical Emergencies: 1-800-301-7976
U.S. Coast Guard National Response Center: 1-800-424-8802

PRODUCT NAME: DUSTING SULFUR FUNGICIDE/MITICIDE
CHEMICAL NAME: Sulfur
CHEMICAL FAMILY: Elemental Sulfur Fungicide
EPA REG. NO.: 34704-724
MSDS Number: 000724-04b-LPI
MSDS Revisions: See section 16

Date Of Issue: 07/08/04 Supersedes: 02/26/04

2. HAZARDS IDENTIFICATION SUMMARY

KEEP OUT OF REACH OF CHILDREN - CAUTION - Causes eye irritation. Harmful if absorbed through skin. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling.

This product is pale yellow powder with sulfur odor. Avoid contact with skin, eyes, or clothing.

3. COMPOSITION, INFORMATION ON INGREDIENTS

Chemical Ingredients:	Percentage by Weight:	CAS No.	TLV (Units)
Sulfur	98.00	7704-34-9	None Established
Inert Ingredients	2.00		

4. FIRST AID MEASURES

If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

If swallowed: Call a poison control center or doctor immediately for treatment advice. Have a person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person.

If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

FOR A MEDICAL EMERGENCY INVOLVING THIS PRODUCT CALL: 1-800-301-7976. Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

5. FIRE FIGHTING MEASURES

FLASH POINT (°F/Test Method): Not applicable
FLAMMABLE LIMITS (LFL & UFL): Not applicable
EXTINGUISHING MEDIA: Dry chemical, carbon dioxide, foam, water spray or fog.
HAZARDOUS COMBUSTION PRODUCTS: Oxides of sulfur, hydrogen sulfide, and other unknown hazardous material may be formed in a fire situation.
SPECIAL FIRE FIGHTING PROCEDURES: If water is used to fight fire or cool containers, contain run-off by diking to prevent contamination of water supplies. Avoid breathing smoke. Wear self-contained breathing apparatus and full protective gear.
UNUSUAL FIRE AND EXPLOSION HAZARDS: Dusts may form explosive mixtures with air; avoid using heavy water streams.

6. ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED:

Avoid breathing dusts. Sweep up spills and transfer to approved chemical containers for disposal or rework. Keep dusting to a minimum. Check local, state and federal regulations for proper disposal.

CAUTION: Keep spills and cleaning runoff out of municipal sewers and open bodies of water.

7. HANDLING AND STORAGE

HANDLING: Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing. Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

STORAGE: Keep away from fire, heat, sparks or flame. Keep out of reach of children and animals. Store in original containers only. Store in a cool, dry place and avoid excessive heat. Carefully open containers. After partial use, fold and roll back bags, clamp and close tightly. Do not put concentrate or dilute material into food or drink containers. Do not contaminate other pesticides, fertilizers, water, food or feed by storage or disposal.

MATERIAL SAFETY DATA SHEET

DUSTING SULFUR FUNGICIDE/MITICIDE

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

ENGINEERING CONTROLS: When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets with requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40CFR 170.240 (d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

RESPIRATORY PROTECTION: Not normally required. If dusts exceed acceptable levels, wear a NIOSH approved pesticide respirator.

EYE PROTECTION: Chemical goggles or shielded safety glasses.

SKIN PROTECTION: Wear protective clothing: long-sleeved shirts and pants, shoes plus socks. Wear chemical-resistant gloves.

OSHA PEL 8 hr TWA **ACGIH TLV-TWA**

Nuisance Particulates 15 mg/m³ (total dust) none established

Personal Protective Equipment: Applicators and other handlers must wear: long-sleeved shirt and long pants, chemical resistant gloves made of any waterproof material, shoes plus socks, and protective eyewear. Follow Manufacturer's instructions for cleaning and maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE AND ODOR: Pale yellow powder with sulfur odor

SPECIFIC GRAVITY (Water = 1): 1.11 g/ml @ 20°C

VAPOR PRESSURE: Not applicable

PERCENT VOLATILE (by volume): Not applicable

BOILING POINT: Not applicable

EVAPORATION RATE: Not applicable

SOLUBILITY: Insoluble

pH: Not applicable

Note: These physical data are typical values based on material tested but may vary from sample to sample. Typical values should not be construed as a guaranteed analysis of any specific lot or as specification items.

10. STABILITY AND REACTIVITY

STABILITY: Stable

INCOMPATIBILITY: None known.

HAZARDOUS DECOMPOSITION PRODUCTS: Oxides of sulfur, hydrogen sulfide, and other unknown hazardous material may be formed in a fire situation.

HAZARDOUS POLYMERIZATION: Will not occur.

CONDITIONS TO AVOID: Extreme heat, sparks or flame.

11. TOXICOLOGICAL INFORMATION

Acute Oral LD₅₀ (rat): 5587 mg/kg

Eye Irritation (rabbit): Causes moderate eye irritation.

Inhalation LC₅₀ (rat): 5.2 mg/L (4 HR)

Carcinogenic Potential: None listed in OSHA, NTP, IARC or ACGIH

Acute Dermal LD₅₀ (rabbit): >2000 mg/kg

Skin Irritation (rabbit): Not an irritant

Skin Sensitization (guinea pig): Not a sensitizer

12. ECOLOGICAL INFORMATION

Do not apply when weather conditions favor drift from areas treated. Do not apply where run-off is likely to occur. Apply the product only as specified on the product's label. For terrestrial uses, do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark.

13. DISPOSAL CONSIDERATIONS

Do not reuse container. Completely empty bag into application equipment. Then dispose of it in a sanitary landfill or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke. Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility. Do not contaminate other pesticides, fertilizers, water supplies, food or feed by storage or disposal.

14. TRANSPORT INFORMATION

DOT Shipping Description: NOT REGULATED BY USDOT.

U.S. Surface Freight Classification: INSECTICIDES OR FUNGICIDES, INSECT OR ANIMAL REPELLENTS; NOI; OTHER THAN POISON (NMFC 102120; CLASS: 60)

15. REGULATORY INFORMATION

NFPA & HMIS Hazard Ratings:	NFPA	HMIS
	1 Health	1 Health
	1 Flammability	1 Flammability
	0 Instability	0 Reactivity
		H PPE
	0 Least	
	1 Slight	
	2 Moderate	
	3 High	
	4 Severe	

MATERIAL SAFETY DATA SHEET

DUSTING SULFUR FUNGICIDE/MITICIDE

SARA Title III Hazard Category: Immediate Y Fire N Sudden Release of Pressure N
Delayed N Reactive N

Reportable Quantity (RQ) under U.S. CERCLA: Not listed
SARA, Title III, Section 313: Not listed
RCRA Waste Code: Not listed
CA Proposition 65: Not listed

16. OTHER INFORMATION

MSDS STATUS: Format modified to address changes in ANSI Standard Z400.1-2004

PREPARED BY: Registrations and Regulatory Affairs

REVIEWED BY: Environmental/ Regulatory Services

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Section 1: Identification	
Product Name: ZeroTol 2.0 [®]	Product Type/Description: Bactericide / Fungicide
Recommended Use/ Use Restrictions: Pesticide; It is a violation of federal law to use this product in a manner inconsistent with its labeling	Other Means of Identification: Peracetic Acid, Peroxyacetic Acid, PAA
	EPA Registration Number: 70299-12
Manufacturer: BioSafe Systems LLC 22 Meadow Street, East Hartford, CT 06108 Telephone Number: (888-273-3088)	Emergency Number: 800-424-9300 (CHEMTREC)

Section 2: Hazard Identification		
GHS Classification (As Concentrate) Oxidizing Liquid: Category 2 Organic Peroxide: Type F Corrosive to Metals: Category 1 Acute Toxicity (oral, dermal and inhalation): Category 4 Skin Corrosion: Category 1 Serious Eye Damage: Category 1	Hazard Statements: (As Concentrate) H272: May intensify fire; oxidizer H242: Heating may cause fire H290: May be corrosive to metals H302: Harmful if swallowed H332: Harmful if inhaled H313: Causes severe skin burns and eye damage H335: May cause respiratory irritation	Pictograms:    Signal Word: DANGER

Precautionary Statements:	
General: P101: If medical advice is needed, have product container or label at hand P102: Keep out of reach of children P103: Read label before use. Prevention: P210: Keep away from heat, sparks or open flames, no smoking P220: Store away from combustible materials P221: Take any precautions to avoid mixing with combustibles P234: Keep only in original container P260: Do not breathe fumes, mist or vapors P262: Do not get in eyes, on skin or on clothing P264: Wash thoroughly after handling P270: Do not eat, drink, or smoke when using this product. P280: Wear protective gloves, clothing, eye protection, face protection P271: Use only outdoors or in a well-ventilated area	Response: P301+P330+P331: If SWALLOWED: Rinse mouth. Do not induce vomiting. P303+P361+P353: IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower P304+P340: IF INHALED: Remove person to fresh air and keep comfortable for breathing P305+P351+P338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue Rinsing. P310: Immediately call a POISON CENTER/doctor. P321: For specific treatments see FIRST AID section on SDS or label P370+P378: In case of fire: Use water or other suitable extinguishing media P390: Absorb spillage to prevent material damage Storage: P405: Store locked up P410: Protect from sunlight P411: Store at temperatures not exceeding 55°C (131°F) P406: Store in corrosive resistant container, never use metal containers P420: Store away from Incompatible materials Disposal P501: Dispose of contents/container in accordance with local/regional/national/international regulations
Other Information: NFPA Rating: Health – 2; Flammability – 0; Reactivity – 3; Special – OXY HMIS Rating: Health – 2; Flammability – 0; Reactivity – 2; PPE: Required	

Section 3: Composition/Information on Ingredients		
Components:	CAS-No:	% Concentration by Weight:
Hydrogen Dioxide	7722-84-1	27.1%
Peroxyacetic Acid	79-21-0	2%
Acetic Acid	64-19-7	>5%

Section 4: First-aid Measures	
Eye Contact:	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
Skin Contact:	Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
Ingestion	Call poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person.
Inhalation:	Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call poison control center or doctor for treatment advice. Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1.800.222.1222 for emergency treatment information.
Note to Physician:	Probable mucosal damage may contraindicate the use of gastric lavage.

Section 5: Fire-fighting Measures	
Suitable Extinguishing Media:	Product is not flammable and can be quickly diluted with clean water. Oxidizing Agent may cause spontaneous ignition with oxidizing agents
Unsuitable Extinguishing Media:	None Known
Combustion Products:	Carbon Oxides
Unusual Fire and Explosion Hazards:	Product (concentrate) can decompose and will release oxygen thereby adding to the fire hazard.
Protective Equipment for Firefighters:	Use PPE equipment

Section 6: Accidental Release Measures	
Personal Precautions:	Ensure adequate ventilation. Remove all sources of ignition. Keep people away from and upwind of spill/leak. Avoid inhalation, ingestion and contact with skin and eyes
Emergency Procedures	Ensure clean-up is conducted by trained personnel. Personnel should wear protective equipment outlined in Sections 7 & 8. If facing concentrations above exposure limits personnel shall wear certified respirators
Environmental Precautions	Prevent spill from entering waterways
Methods and Material for Containment and Cleaning up	Cleanup: Rinse small amounts to drain when possible. Dike or dam large spills, pump to containers or soak in inert absorbent. Flush residue to sanitary sewer, rinse area thoroughly with clean water. Avoid materials that are incompatible with concentrate. Waste Disposal: Consult state and local authorities for restrictions on disposal of chemical wastes. Unused product (concentrate) is classified as a (D002) by RCRA criteria.

Section 7: Handling and Storage	
Handling:	Wear protective gloves/eye protection/face protection Do not eat, drink, or smoke when using this product. Wash thoroughly after handling Avoid breathing fumes/mist/vapors. Use only outdoors or in a well-ventilated area
Storage:	Keep away from heat. Keep only in original container. Protect from sunlight. Store at temperatures not exceeding 55°C (131°F). Never return product back to the original container. Store in cool, ventilated area. Never use metal containers or spigots. Use vented container
Incompatible Materials:	Store away from combustible materials. Keep concentrate away from reactive substances

Section 8: Exposure Controls/Personal Protection			
Components with workplace control parameters			
Component	ACGIH	NIOSH	OSHA
Acetic Acid	TWA 10 ppm	TWA: 25 mg/m ³ - 8 hours. TWA: 10 ppm- 8 hours.	TWA: 25 mg/m ³ - 8 hours. TWA: 10 ppm- 8 hours.
Hydrogen Peroxide	TWA 1 ppm	TWA: 1.4 mg/m ³ - 8 hours. TWA: 1 ppm- 8 hours.	TWA: 1.4 mg/m ³ - 8 hours. TWA: 1 ppm- 8 hours.
Engineering Controls		Effective exhaust ventilation system	
Personal Protection Equipment	Respiratory	NIOSH approved full-face respirator for excessive conditions	
	Eye/Face Protection	- chemical proof goggles/face shield for splash risk	
	Hands	Hand gloves for handling concentrate = butyl rubber	
	Skin/Body	coveralls when handling concentrate	
	General Hygienic Practices	Do not eat, drink, or smoke when using this product. Wash thoroughly after handling Avoid breathing fumes/mist/vapors. Remove and wash contaminated clothing before reuse	

Section 9: Physical and Chemical Properties		
Appearance: Clear, colorless liquid	Odor: Pungent	pH: 0.96
Melting Point: No data available	Freezing Point: -30°C (-22°F)	Boiling Point: Not applicable, product decomposes
Flash Point: No data available	Flammability: No data available	Flammable Limits: No data available
Vapor Pressure: No data available	Specific Gravity: 1.10	Solubility(ies): soluble
Partition Coefficient n- octanol/water: No data available	Auto-ignition Temperature: No data available	Decomposition Temperature: self-accelerating decomposition temperature > 55°C

Section 10: Stability and Reactivity	
Stability:	Stable under normal conditions, with slow oxygen release
Conditions to Avoid	Heat / Direct Sunlight
Incompatible materials	Acids / Bases / Reducing Agents Organic Materials / Metals / Salts of Metals
Hazardous Decomposition Products	N/A

Section 11: Toxicological Information		
Acute Toxicological Data:	Oral: LD50 rat 3,622 mg/kg. Test substance: 5.6% PAA, 26.9% H2O2, 7.6% HOAc solution	Dermal: LD50 rabbit, 1040 mg/kg. Test substance: 4.89% PAA, 19.72% H2O2, 10% HOAc solution
Inhalation: LD50 rat > 5.35 mg/L for four hour exposure. Test substance: 4.5% PAA, 27% H2O2, 16.7% HOAc solution	Primary Skin irritation: rabbit, severe irritant. Test substance: 2% PAA solution	Primary Eye irritation: rabbit, severely irritating or corrosive. Test substance: 2% PAA solution
Likely Routes of Exposure: Inhalation, eye contact, skin contact		
Symptoms and effects:	Acute Effects	
Eye Contact	Causes serious eye damage	
Skin Contact	Causes severe skin burns	
Inhalation	May cause respiratory track irritation	
Ingestion	Harmful if swallowed	
Chronic exposure:	Dermal and inhalation – irritating effects	

Section 12: Ecological Information	
Ecotoxicity	Toxic to simple cell and aquatic organisms; Fish, Rainbow trout LC50, 48 hours > 40 mg/L Crustaceans, EC 50, 48 hours 126.8 mg/l 1 mg/ L Bacteria, Pseudomonas aeruginosa, EC 100, 5 minutes, 5mg/L
Persistence and degradability	Weak persistence of degradation products
Bioaccumulation potential	No bioaccumulation
Mobility in Soil	Non-significant adsorption Soil degradation = 99% in 20 minutes
Other adverse effects	N/A

Section 13: Disposal Considerations	
Waste From Residues and Unused Product	Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility. Open dumping is prohibited. If wastes cannot be disposed of according to label directions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA Regional Office for guidance.
Contaminated Container Disposal	Triple rinse (or equivalent). Then offer for recycling or dispose in a sanitary landfill, or incineration, if allowed by state and local authorities by burning. Stay out of smoke.

Section 14: Transport Information						
	UN Number	UN Proper Shipping Name	Hazard Class (Subsidiary)	Label (Subsidiary)	Packing Group	Marine Pollutant
US DOT	3149	Hydrogen peroxide and peroxyacetic acid mixture, stabilized with acids and water and not more than 5% peroxyacetic acid.	5.1(8)	Oxidizer (Corrosive)	II	No
Canada (TDG)	3149	Hydrogen peroxide and peroxyacetic acid mixture, stabilized with acids and water and not more than 5% peroxyacetic acid.	5.1(8)	Oxidizer (Corrosive)	II	NO
Special Precautions: Shipping Container: UN Certified vented polyethylene						

Section 15: Regulatory Information		
TSCA Inventory List: Yes	US EPA CERCLA RQ: Acetic Acid 5000 lbs	
SARA Title III Section Extremely Hazardous Substance: Peroxyacetic acid	Section 304 EHS RQ: Peroxyacetic Acid 500 lbs	Section 302 TPQ: Peroxyacetic Acid 500 lbs
SARA Title III Sec. 311/312: peroxyacetic acid	Hazard category: Acute Health Hazard Reactivity Hazard, Fire Hazard	
US. EPA EPCRA Section 313 listed: Peroxyetic acid	Threshold quantity (processed or manufactured): 10,000 lbs	Threshold quantity (otherwise used): 25,000 lbs
Canadian WHIMIS Classification	C – Oxidizing E – Corrosive F – Dangerously Reactive	
California Prop 65	This product does not contain any chemicals known to the State of California to cause cancer, birth, or any other reproductive defects.	
EPA	This product is a registered Pesticide with the United States Environmental Protection Agency and is subject to EPA labeling requirements under the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"). These requirements may differ from the classification criteria and hazard information required for a safety data sheet under the Global Harmonized Systems (GHS), and for workplace labels of non-pesticide chemicals. It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Always refer to product label for further precautionary information and use directions.	

Section 16: Other Information
<p>To the extent of our knowledge, the information herein is accurate as of the date of this document. However, neither BioSafe Systems nor any of its affiliates make any warranty, expressed or implied, or accept any liability in connection with the information or its use. The information is for use by technically skilled persons at their own discretions and risk. This is not a license or a patent. The user alone must finally determine suitability of any information or material for any contemplated use, the manner or use and whether any patents are infringed.</p>
<p align="center">BioSafe Systems</p> <p>For additional information on ZeroTol 2.0, call us toll-free at 1.888.273.3088 or visit www.biosafesystems.com. ©2014 Copyright BioSafe Systems, LLC. ®ZeroTol 2.0 is a registered trademark of BioSafe Systems, LLC. Always read and follow label directions. Issuing Date: 12/14 Revision Number: r1</p>



A Healthy Start in New York



SECURITY PLAN

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

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Attachment H – Security Plan.
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structure information
Public Officers Law § 89(5).

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

MANUFACTURING FACILITIES

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

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

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

PRODUCT TRANSPORTATION

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

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

DISPENSARIES

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

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

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

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

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

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



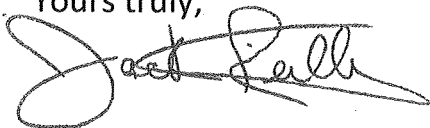
Financial Statement(s) of the Applicant

May 27, 2015

To Whom It May Concern:

I have prepared the personal financial statement for James and Theresa O'Sullivan as of 12/31/14. This was prepared using fair market value of assets and liabilities.

Yours truly,

A handwritten signature in black ink, appearing to read "Jack Reilly". The signature is stylized with a large, looping initial "J" and a long, horizontal flourish extending to the right.

Jack G. Reilly, CPA

JAMES AND THERESA O'SULLIVAN
STATEMENTS OF FINANCIAL CONDITION
December 31, 2014

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

JAMES AND THERESA O'SULLIVAN
STATEMENTS OF CHANGES IN NET WORTH
December 31, 2014

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

JAMES AND THERESA O'SULLIVAN
NOTES TO FINANCIAL STATEMENTS
December 31, 2014

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

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

CORMACH AND VIVIENNE MURRIHY

PERSONAL FINANCIAL STATEMENT

MAY 31, 2015

GABRIEL & SCLACCA
Certified Public Accountants, LLP

CORMACH AND VIVIENNE MURRIHY
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MAY 31, 2015

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Statement of Financial Condition	2

GABRIEL & SCIACCA

Certified Public Accountants, LLP
23 Willis Avenue
Syosset, NY 11791

(516) 364-7090 Fax (516) 364-7094
e-mail: info@gscpasllp.com

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Cormach and Vivienne Murrihy
West Nyack, New York

We have compiled the accompanying statement of financial condition of Cormach and Vivienne Murrihy as of May 31, 2015. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statement is in accordance with accounting principles generally accepted in the United States of America.

Cormach and Vivienne Murrihy are responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statement.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist Cormach and Vivienne Murrihy in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statement. We did become aware of a departure from accounting principles generally accepted in the United States of America that is described in the following paragraph.

Accounting principles generally accepted in the United States of America require that personal financial statements include a provision for estimated income taxes on the differences between the estimated current values of assets and the estimated current amounts of liabilities and their tax bases. The accompanying statement of financial condition does not include such a provision. The effect of this departure from accounting principles generally accepted in the United States of America has not been determined.

Cormach and Vivienne Murrihy have elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the statement of financial condition, they might influence the user's conclusions about the financial condition of Cormach and Vivienne Murrihy. Accordingly, the financial statement is not designed for those who are not informed about such matters.



Syosset, New York
June 1, 2015

CORMACH AND VIVIENNE MURRIHY
STATEMENT OF FINANCIAL CONDITION
MAY 31, 2015

ASSETS

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

See Independent Accountants' Compilation Report



A Healthy Start in New York



STAFFING PLAN

Medigro has developed a comprehensive regulatory compliant staffing plan by teaming with the top industry leader and consultant in the field. The staffing plan includes an organizational structure that will ensure secure, efficient and high quality medicinal marijuana. This staffing plan includes employee resume and detailed job descriptions to ensure controlled oversight and compliance with state practice and procedures.

Partnering with industry experts is an integral part of Medigro's business plan. Medigro embraces new horticultural technologies while incorporating established methods in the growing of various flora. With its state-of-the-art laboratory managed by technicians skilled in growing cannabis without the introduction of any chemical that might adversely affect the patient, our team understands the delicate calculus of advancing growth medium, water, light, water and nutrients to produce a product rich in cannabinoids THC and CBD and free of mold, fungus and harmful pesticides.

Medigro will continually train its employees regarding new operational methods, changes in applicable regulations, new methodology pertaining to cultivation techniques, and general statutory practices — in accordance with Medigro's Standard Operating Procedures (*see* Attachment D, Section 6). Medigro is committed to evolving as new technologies are created that can increase efficiency while ensuring the same quality product. Continuing education ensures that Medigro's staff is kept abreast of the changes in this field.

Medigro will create 23 new jobs — 216 full-time and 20 part-time, including 16 full-time and four part-time jobs as part of the management team. In addition, at each of our manufacturing sites, in Newburgh and Syracuse, we will bring 20 full-time and 6 part-time jobs. Those numbers do not include the 41 security positions located at each site. In addition, each dispensary will bring 3 full-time and 1 part-time jobs. The security team at the dispensaries will bring 44 full-time positions, while the security transport team will add another 8 positions. Please keep in mind that the employee count does not include the jobs created by building and/or renovating the facilities.

GENERAL EMPLOYEE REQUIREMENTS

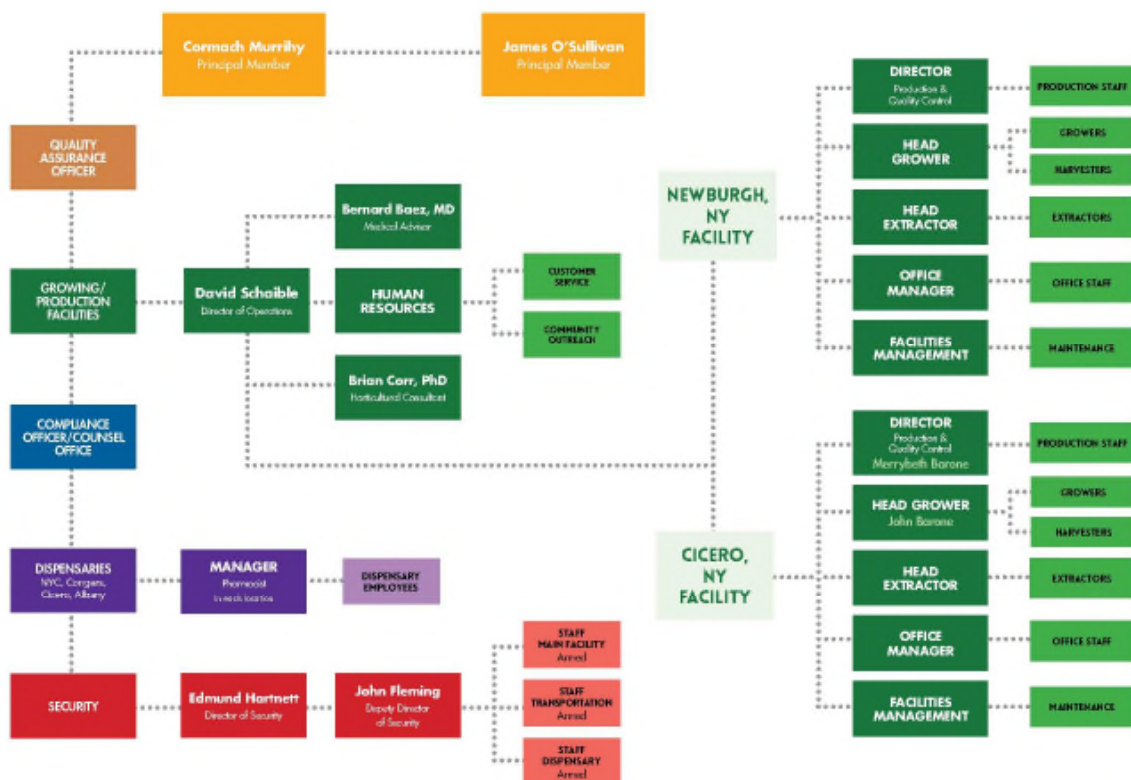
All Medigro employees must be at least twenty-one (21) years of age or older. Prior to hiring any individual for a position in which he or she could come in contact with or handle medical marihuana, in accordance with the Medigro Security Plan (*see* Attachment D, Section 5) and as required by section thirty-three hundred sixty-four of the Public Health Law, Medigro will ensure that he or she has not been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances.

All managers who have been hired as of the date of this application have completed the background check and fingerprinting processes described in Appendix A, question number 5. Additionally, Brosnan Risk Consultants has run a Criminal History Report for each such individual, and results are included with resumes in Exhibit 1 of this Attachment.

Employees shall have their job performance reviewed on an annual basis by either their supervisor or by the president of the company, in accordance with the Medigro Employee Handbook.

STAFFING OVERVIEW

MEDIGRO ORGANICS, LLC ORGANIZATIONAL CHART



MANAGEMENT TEAM

<i>Title</i>	<i>Number of Jobs Created</i>
Principal Member	Jim O’Sullivan
Principal Member	Cormach Murrihy
Director of Security	1 Full-time
Deputy Director of Security	1 Full-time
Quality Assurance Officer	1 Full-time
Assistant Quality Assurance Officer	1 Full-time
Compliance Officer/Counsel’s Office	2 Full-time
Director of Operations	1 Full-time
Medical Advisor	1 Advisor
Horticulture Consultant	1 Full-time
Human Resources Director	1 Full-time
Community Outreach Team	2 Full-time
Customer Service Team	4 Full-time/4 Part-time

MANUFACTURING FACILITY STAFF — BOTH SITES STAFFED EQUALLY

<i>Title</i>	<i>Number of Jobs Created</i>
Chief Security Officer	2 Full-time
Head Grower	2 Full-time
Growers	4 Full-time/4 Part-time
Director of Production & Quality Control	2 Full-time
Production staff	6 Full-time/2 Part-time
Harvesters	8 Full-time/4 Part-time
Head Extractor	2 Full-time
Extractors	4 Full-time/2 Part-time
Facilities Manager	2 Full-time
Facilities manager – staff	2 Full-time/1 Part-time
Office Manager	2 Full-time
Office Staff	4 full-time

DISPENSARY STAFF — ALL SITES STAFFED EQUALLY

Dispensary Manager	4 Full-time
Dispensary staff	8 Full-time/4 Part-time

SECURITY

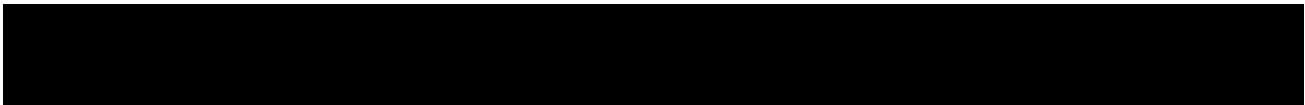
Redacted pursuant to N.Y. Public Officers Law, Art. 6

6 | Attachment J. Material on this page constitutes critical infrastructure information and should therefore be excepted from disclosure in accordance with Public Officers Law § 89(5).

STAFFING TIMELINE

Key positions including the Director of Security, Deputy Director of Security, Director of Operations, Horticulture Expert, Head Grower (SYR), Medical Advisor, Director of Production and Quality Control (SYR) and Harvester (SYR) are already part of Medigro's team. Medigro is in discussions with other potential team members who will come on board once the license is granted.

Our staffing timeline will vary by location. The Syracuse site is ready to plant upon receipt of the license. The Newburgh site is ready to build upon receipt of the license, as our site plans have already been approved.

- July 2015 – Secure Human Resource Director, Office Manager, Quality Assurance Officer, Assistant Quality Officer Manager and Compliance Officer.
- 
- July 2015 – Brosnan Risk Consultants with complete hiring and training for the Syracuse site.
- July 2015 – Facilities Managers will be hired for both sites; and they will hire their staff.
- July 2015 – Head Extractor for both sites will be hired and vetted – both will work in the Syracuse until the Newburgh site is complete.
- July 2015 – Head Grower for Newburgh will be hired and vetted – he/she will work with Head Grower, John Barone, until completion of Newburgh site.
- July 2015 – Growers and Harvesters will be hired for both
- August 2015 – Brosnan Risk Consultants will complete hiring for the manufacturing facilities, transport team and dispensaries.
- August 2015 – The Director of Operations shall hire the Head Extractor and Extractors upon completion of clean background check.

- August 2015 – Human Resource Director will hire the Head of the Community Outreach Team. Recruiting of veterans will start. The Human Resource Director will hire a customer service team.
- August 2015 – The Director of Product and Quality Control will be hired for the Newburgh site.
- [REDACTED]
- September 2015 – All Managing Pharmacists will be hired, vetted and trained.
- September 2015 – Employees of the dispensaries will be hired, vetted and trained.
- September 2015 – Growers and Harvesters will be hired, vetted and trained.
- September 2015 – Production staff will be hired, vetted and trained.
- Continuing process of recruitment will begin upon receipt of the license for all positions.

JOB DESCRIPTIONS

Director of Operations – FILLED

David Schaible holds a masters degree in biology from the State University of New York at New Paltz. Mr. Schaible is a principal scientist at JRS Pharma and is the lead scientist for new product development; and co-developed the only cannabis oil based tablet on the market today. As Director of Operations, Mr. Schaible will oversee the manufacturing facilities and its staff. For 11 years, Mr. Schaible was a project leader in commercial development for a pharmaceutical company and managed the launch of several products. Mr. Schaible will require the Compliance Officer, the Director of Cultivation and the Horticulturalist to form a quality control team, which will be responsible for ensuring that the medical marihuana is free of contaminants, and for evaluating all of Medigro's internal testing. They will also review containers closures, packaging and labels. This team will also approve or reject the product; and if the product is rejected they must identify and correct the reasons for rejection. Mr. Schaible's duties will include:

- ❖ Planning, directing and coordinating the operations of the organization's manufacturing facilities and dispensaries and formulate policies and manage daily operational activities. He will work closely with Medigro's Principals and Quality Assurance Officer (QAO).
- ❖ Reviewing financial statements, sales and activity reports, while overseeing production and products to be delivered to the dispensaries. He will work closely with the QAO to ensure proper protocols are followed to produce, safe contaminate free product; and with the Compliance Officer to establish and implement departmental goals, procedures and policies.
- ❖ Supervising human resource activities, such as determining staffing requirements, interviewing, hiring and training new employees. Additionally, he may participate in sales activities, including developing a product or service mix, and determining customer demand through data analysis.
- ❖ Traveling between manufacturing facilities and dispensaries to ensure to compliance of all facilities.
- ❖ Working with the QAO and the Compliance Officer to develop an effective compliance training program, including appropriate introductory training for new employees and ongoing training for all employees and managers.

Resume and Criminal Background Check attached (*see* Exhibit 1, Page 7).

Medical Advisor – FILLED

Bernard Baez, M.D., is a board certified anesthesiologist with a subspecialty certification in cardio thoracic anesthesia and perioperative transesophageal echocardiography. Over the past 5 years he became personally interested in treatments and therapies for movement disorders after a [REDACTED] was diagnosed with [REDACTED]. Through his pursuit of new therapies, the research and body of evidence surrounding the use of medical marihuana came to his attention. Reaching out and learning from leaders in this field of research Dr. Baez has acquired a unique understanding of what this form of therapy can offer patients across a broad spectrum of diseases. Currently, Dr. Baez is the [REDACTED] at [REDACTED] [REDACTED] in [REDACTED] Dr. Baez has served at [REDACTED] an [REDACTED] in [REDACTED] at [REDACTED]. His Board Certification/ Licensure include:

- ❖ American Board of Anesthesiology, Diplomate in Anesthesiology Certificate # 36495
- ❖ American Board of Echocardiographers, Diplomate in Perioperative Transesophageal Echocardiography
- ❖ New York State Medical License #222860
- ❖ New Jersey State Medical License # 25MA08740200
- ❖ State of New Jersey Medical Marijuana Program — In progress.

Dr. Baez will research and report to Medigro any studies, trials and updates in the medicinal marihuana field. The medical advisor is an integral part of Medigro's team to ensure that its product is the most up to date and accurate product to be used by certified patients.

Resume attached (*see* Exhibit 1, Page 34).

Horticulture Expert — FILLED

Brian Corr, Ph.D., obtained his doctorate from the University of Minnesota in plant physiology/horticulture and has been a leader in this field for over 30 years. Dr. Corr provides technical consulting for legal cannabis production in Colorado, Illinois, Massachusetts and Michigan. Dr. Corr will ensure that Medigro's crop is grown in a manner consistent with good agricultural practices and conforms to applicable laws and rules of New York State. Dr. Corr uses his horticultural expertise, working along side our Medical Advisor, to create brands of medicinal marihuana that will address the needs of New York's certified patients. Dr. Corr will consult with the principals of Medigro and the Director of Operations, on crop production and harvesting. This will include:

- ❖ Supervising all aspects of production including preparation, growing and harvesting;
- ❖ Managing pest and disease control programs commensurate with hygiene and health standards;
- ❖ Planning and running transplanting lines in Medigro's greenhouses as products change throughout the year;
- ❖ Analyzing yields, operational costs and financial returns of horticultural operations;
- ❖ Identifying technical problems, investigating the causes and formulating solutions;
- ❖ Planning and organizing trials to assess their effectiveness;
- ❖ Preparing new or modified operational and business plans; and
- ❖ Developing products.

Resume and Criminal Background Check attached (*see* Exhibit 1, Page 28).

Director of Security – FILLED

Edmund Hartnett, [REDACTED], brings 27 years of prior police and supervisory experience in the New York City Police Department (NYPD), having retired as a Deputy Chief to become Police Commissioner of Yonkers. While at the NYPD Mr. Hartnett served as the Commanding Officer of the Joint Drug Enforcement Task Force, the Quality Assurance Unit, and the Intelligence Division — during which time he coordinated intelligence gathering efforts with the FBI and other federal agencies in the aftermath of the 911 attacks. He also served as Executive Officer of the Narcotics Division, overseeing 1,800 detectives at the world’s largest municipal narcotics unit. Mr. Hartnett holds a Master’s Degree in Public Administration and a Certificate in Police Management from the Columbia University Graduate School of Business. He is a graduate of the FBI National Academy, the DEA Drug Unit Commanders Academy, the FBI National Executive Institute, and the Naval Postgraduate School’s Executive Leadership Program. Mr. Hartnett will oversee Medigro’s security operation in both the manufacturing facilities and dispensing facilities, as well as the transport team.

Resume and Criminal Background Check attached (*see* Exhibit 1, Page 14).

Deputy Director of Security – FILLED

John Fleming, [REDACTED], is responsible for portfolio management, security reviews and vulnerability assessments. A former highly-decorated robbery homicide detective, he retired from the elite NYPD Intelligence Division with the prestigious rank of Detective First-Grade, the highest merit-awarded rank in the Department. His cases have been featured on numerous television shows over the years, including *Law & Order*, *America's Most Wanted* and *CSI*.

While assigned to the Intelligence Division, he coordinated personal security and confidential investigations for former NYC Mayor Rudy Giuliani. He has traveled throughout the United States, the Middle East and Europe developing and implementing security plans with foreign government agencies, local and state law enforcement and the U.S. Secret Service.

Before joining [REDACTED], Mr. Fleming worked in senior management positions in both the private and government sectors, and held positions including Executive Assistant to the Mayor of Yonkers. He is also considered a Subject Matter Expert (SME) for recruitment and deployment strategies for both Department of State and Department of Defense task orders targeting Central Asia, the Middle East and the Horn of Africa.

He has most recently developed unique defensive strategies regarding Active Shooter training programs for corporations, retail locations and colleges.

Resume and Criminal Background Check attached (*see* Exhibit 1, Page 21).

Head Grower, Syracuse – FILLED

John Barone was born and raised in [REDACTED] on his [REDACTED] 200-acre muck farm. Mr. Barone developed his passion for agriculture at a very young age. The art of farming vegetables became second nature to him. In 1977, Mr. Barone went to Syracuse University to study engineering while playing lacrosse for the Orangemen. Despite obtaining his AAS degree in Engineering Science Mr. Barone realized his passion lie in plant production and chose to return to agriculture. Upon returning to agriculture, he pursued an interest in grain production where the farmed acreage expanded to over 500 acres. Unfortunately, with the changing agricultural economic climate at the time Mr. Barone chose to shift his focus to retail sales instead of commercial farm sales. In 1989, he opened a [REDACTED] which included [REDACTED] and [REDACTED]. The natural progression was to have a garden center and produce his own plants for the garden center. The first production greenhouse was built in 1991, it was a 30' X 50' double poly hoop house.

Over the course of the next 20 years, with his engineering mindset, he was able to design and expand the plant production part of the business from a simple cold frame to over 90,000 feet. [REDACTED]

[REDACTED] He is committed to producing quality material, implementing integrated pest management and reducing chemical usage through biological controls.

Mr. Barone's business, [REDACTED], currently produces over [REDACTED]

[REDACTED] Mr. Barone has built a foundation of strong relationships with solid companies that hold the same vision that quality and service are the cornerstones of growth.

[REDACTED], is conveniently located in central New York State minutes from the NYS Thruway and Rt.81 and the Syracuse International airport. [REDACTED]

██████████ currently ships to over 25 states across the country. Quality control and accurate order fulfillment are critical for a growing company.

Mr. Barone will manage the Syracuse manufacturing facility and perform all the tasks in the grow including: tissue culture, cloning, transplanting, feeding plants, defoliation, super cropping, topping, flushing, foliar and preventative sprays, trimming, packaging, waste disposal and inventory management. Mr. Barone, upon consultation with the Director of Operations and our Horticulturist, will be responsible for:

- ❖ Managing a large-scale greenhouse with a wide array of supplemental lighting, including LED lights.
- ❖ Implementing and modifying current robust cultivation SOPs and nutrient regimens including both soil-based and hydroponic systems.
- ❖ Managing and training a crew of 10-20 cultivators.
- ❖ Managing plant scheduling and organization to precisely project all garden needs on a daily, weekly, and monthly basis.
- ❖ Cataloging and analyzing each individual strain from clone to flower to harvesting using seed to sale system.
- ❖ Working with laboratory personnel on comprehensive cannabinoid profile log.
- ❖ Executing a preventative pest management system using biological controls and safe, approved chemicals; and implementing his expert knowledge of plant diseases, insects and fungi, as well as plant treatment options
- ❖ Maintaining a clean and organized work environment.
- ❖ Managing plant irrigation techniques in all stages of production, and rely on his in-depth knowledge of fertilization and soil and tissue analysis.
- ❖ Managing the environmental control system, including temperature and humidity manipulation.
- ❖ Assisting state and local government auditors and law enforcement with inventory, sales and compliance audits.
- ❖ Complying with all Human Resources policies including confidentiality and non-disclosure.

Resume and Criminal Background Check attached (*see* Exhibit 1, Page 36).

Director of Production and Quality Control, Syracuse – FILLED

MerryBeth Barone has been involved in the horticulture industry for over 40 years. As a resident of [REDACTED], Mrs. Barone started working at a very young age at her family's garden center and landscape business. Due to her passion for horticulture, she attended SUNY Cobleskill and received her AAS degree in Landscape Design in 1981. In 1982 she was employed at a [REDACTED] and [REDACTED] in [REDACTED] for [REDACTED] years. This experience was vital in developing her true passion in greenhouse growing and propagation. After returning back to [REDACTED] in 1985 she was employed as the [REDACTED] for a [REDACTED], where her primary responsibility was [REDACTED] for retail and wholesale sales. During the next 18 years, she oversaw several employees, created and implemented a production plan, and maintained quality control along with chemical applications. She went on to become the retail store manager; and her responsibilities included staff scheduling, retail displays, employee retention, financial transactions, managing delivery logistics, pest management and quality control of the retail plants.

Mrs. Barone has been employed with [REDACTED], for [REDACTED] years. She was initially hired as the [REDACTED]. Soon her interest in greenhouse propagation led to her assuming additional responsibilities, which include quality control, shipping logistics, order fulfillment, order entry, invoicing, employee retention, customer service, and managing the garden center. She has developed strong connections with the brokers that support their young plant sales, as well as a close relationship with world renowned breeders Suntory and Syngenta Flowers. Quality control has been a primary focal point in shipping the highest quality product to [REDACTED]' customers. With extensive training on, and experience with, an exclusive state-of-the-art computer program for the horticulture industry, she is now able to track all crops from the customer back to the breeder's stock plant location. This program also enables tracking of young plants through the facility, which is vital in accurately fulfilling orders efficiently.

As director of production and quality assurance, Mrs. Barone will ensure Medigro's compliance with standard operations procedures, as required by Department of Health regulations. In addition, she will ensure that the building and production practices that allows marihuana to be produced, packaged, labeled and stored in premises that are designed, constructed and maintained in a manner that permits those activates to be

conducted under sanitary conditions. While working closely with harvesting team, Head Grower and Head Extractor, Mrs. Barone's responsibilities will include:

- ❖ Planning and executing medical cannabis production from propagation to harvest.
- ❖ Following all regulatory requirements for medical cannabis production.
- ❖ Producing safe products securely, efficiently and effectively.
- ❖ Specifying all inputs and environmental conditions for crop production.
- ❖ Scheduling crops to maximize production and minimize unused greenhouse space.
- ❖ Directing two Assistant Growers.
- ❖ Creating crop scheduling, management of a clean stock propagation program, crop nutritional management, and integrated pest management (IPM), especially biological control.
- ❖ Managing production research trials for developing and perfecting now production practices.
- ❖ Ensuring that proper tracking protocols are in strict compliance with the Department of Health's regulations.
- ❖ Ensuring that Medigro system and processes are providing valuable product development inputs and are resulting in the best fit-for-use products available.
- ❖ Providing vision for brand and product development.
- ❖ Ensuring safe labeling and packaging of finished product.
- ❖ Providing reports on a regular basis, and as directed of the operation and progress of company-wide results and ongoing efforts.

Resume and Criminal Background Check attached (*see* Exhibit 1, Page 41).

Harvester, Syracuse – FILLED

Shannon Martini was raised in [REDACTED] and was introduced to horticulture at a young age, helping her [REDACTED] — a [REDACTED] — on jobs and caring for plants he purchased at their house. Surrounded by plants her entire life, it's no surprise most of the classes she took at SUNY Environmental Science and Forestry, where she received her BS degree in May 1995, were in plant science. Shortly after graduating, Ms. Martini took a position as a [REDACTED], which allowed her to hone her plant disease identification skills by helping customers diagnose their plant problems and make recommendations for control/remediation. [REDACTED]

[REDACTED] Her responsibilities included forecasting to schedule crop planting and finish dates and protocols for chemical applications, regular scouting of crops for quality control, training and overseeing employees during production, spacing of plants, and watering. It became imperative to keep in contact with local growers and greenhouse in order to supply technical help, and to create an up to date protocol to follow when pest problems occur. The challenge of producing pest-free, superior quality plants became her motivation for growing crops.

Ms. Martini took on a new position in [REDACTED] 2007, as [REDACTED] and [REDACTED] at [REDACTED], where she focused on overseeing and improving employees' quality and pace of work, interacting with greenhouse consultant weekly, and ensuring timely pesticide applications to significantly improve the finished crop quality. She shortly thereafter assumed the responsibility of propagation grower. As [REDACTED] continued to add square footage, Ms. Martini became focused solely on growing responsibilities, with timely chemical applications being paramount to ideal plant growth and pest control. Through [REDACTED]' great relationship with [REDACTED] technical staff, she found the best way to avoid pesticide resistance to chemicals [REDACTED] relied on so heavily in the past was to employ biological control agents (BCA's) in their place. Using natural predators of spider mites, thrips, aphids, whitefly and fungus gnats together, she employed a safer and very effective alternative to more harsh chemicals — making spot applications necessary only when a spike in pest numbers occurs. Ms. Martini has also raised populations of both aphid and thrip predators on site. She is timely and meticulous when placing orders weekly for BCA's as well as in the process of application following recommended coverage rates, while training employees

to do the same. This allows [REDACTED] to continue its reputation of having the highest quality plants in an extremely clean operation.

Working closely with the Head grower and the Director of Production and Quality Control to coordinate work activities, Ms. Martini's duties will include:

- ❖ Scheduling and managing all activities related to harvest and processing of medicinal cannabis.
- ❖ Ensuring all work is conducted safely, securely and in keeping with appropriate regulations.
- ❖ Maintaining the highest quality of the product.
- ❖ Managing the harvesters and processors.

Resume and Criminal Background Check attached (*see* Exhibit 1, Page 45).

Quality Assurance Officer – OPEN

The Quality Assurance Officer will exercise oversight of the Medigro's practices and procedures, and will be accountable for the development, implementation and ongoing monitoring of the quality assurance and control systems in strict compliance with the laws and regulations relevant to the Compassionate Care Act. He or she will work with the Director of Operations and the Compliance Officer to develop an effective compliance training program, including appropriate introductory training for new employees and ongoing training for all employees and managers.

Job Requirements:

- ❖ Overseeing both quality control (QC) and quality assurance (QA) guidelines pertaining to business, production, facility, security, storage, packaging, and labeling.
- ❖ Establishing and enforcing Quality Assurance standards, providing technical and regulatory services in growing inputs, packaging and production of medical marihuana.
- ❖ Supporting continuous quality improvement of medical marihuana through reinforcement of product quality, safety programs, creation of specifications, and performance and oversight of various auditing and investigation actions
- ❖ Reviewing regulations, documents and reports pertaining to the Compassionate Care Act, as well as the ability to review, and understand any applicable federal laws.
- ❖ Updating and maintaining Standard Operating Procedures (SOP).
- ❖ Supervising and being accountable for a team of Quality Assurance Technicians
- ❖ Supporting and interacting with all departments and other divisions.
- ❖ Interacting with production and department managers to create a cohesive, well run quality assurance program
- ❖ Overseeing the technical review of documents, test results, procedures and production equipment.
- ❖ Applying technical knowledge to troubleshoot production issues.
- ❖ Reviewing certificates of analysis and results of laboratory tests for compliance to specification.
- ❖ Ensuring compliance with regulations through auditing and quality systems.

- ❖ Investigating product non-conformances; conducting material reviews for complaints, and document findings and responses.
- ❖ Managing product holds, reprocessing actions, and final disposition processes for noncompliant resources.
- ❖ Creating responses, corrective and preventive action reports for the customer service team to implement while assisting Medigro's consumers.
- ❖ Managing procedures and processes pertaining to incidents, complaints, deviations and recalls.
- ❖ Managing audit and information requests from the Department of Health

Education and/or Work Experience Requirements:

- ❖ Solid knowledge of the Compassionate Care Act, and documented training and experience in quality assurance and quality control procedures.
- ❖ A Masters Degree in Quality Assurance or Juris Doctorate.
- ❖ At least five years of experience in quality assurance and quality control procedures having worked in a regulated environment, with proficiency quality assurance systems, documentation, testing methods.

Assistant Quality Assurance Officer – OPEN

The Assistant Quality Assurance Officer will report to the Quality Assurance Officer (QAO) and will assist the QAO with the oversight of the organization's practices and procedures and accountability for the development, implementation and ongoing monitoring of the quality assurance and control systems in strict compliance with the laws and regulations relevant to the Compassionate Care Act.

Job Requirements:

- ❖ Assisting in the overseeing of both quality control (QC) and quality assurance (QA) guidelines pertaining to business, production, facility, security, storage, packaging, and labeling.
- ❖ Assisting with the establishment and enforcing of Quality Assurance standards, providing technical and regulatory services in growing inputs, packaging and production of medical marihuana.
- ❖ Assisting with the continuous quality improvement of medical marihuana through reinforcement of product quality, safety programs, creation of specifications, and performance and oversight of various auditing and investigation actions.
- ❖ Assisting with the review of regulations, documents and reports pertaining to the Compassionate Care Act, as well as the ability to review, and understand any applicable federal laws. Assist in the updating and maintaining of the Standard Operating Procedures (SOP).
- ❖ Applying technical knowledge to troubleshoot production issues.
- ❖ Reviewing certificates of analysis and results of laboratory tests for compliance to specification.
- ❖ Ensuring compliance with regulations through auditing and quality systems.
- ❖ At the request of the Quality Assurance Officer, investigating product non-conformances; conducting material reviews for complaints, and documenting findings and responses.
- ❖ Managing product holds, reprocessing actions, and final disposition processes for noncompliant resources.
- ❖ Assisting in the creations of responses, corrective and preventive action reports for the customer service team to implement while assisting Medigro's consumers.
- ❖ Other responsibilities as assigned.

Education and/or Work Experience Requirements:

- ❖ Solid knowledge of the Compassionate Care Act, and training and experience in quality assurance and quality control procedures.
- ❖ At least one year experience in Good Agricultural Practice (GAP).
- ❖ Bachelor's Degree in related field preferred.

Compliance Officer/Counsel – OPEN

The Compliance Officer will implement an effective compliance program to ensure state and local compliance as well as to prevent illegal, unethical, or improper conduct. The Compliance Officer acts as staff to the Quality Assurance Officer, monitoring and reporting results of the compliance and ethics efforts of the company and providing guidance for senior management team on matters relating to reporting and compliance. The Compliance Officer will be authorized to implement all necessary actions to ensure achievement of the objectives of an effective compliance program.

Job Requirements:

- ❖ Developing, initiating, maintaining, and revising policies and procedures for the general operation of the compliance program and its related activities to ensure state and local compliance and to prevent illegal, unethical, or improper conduct.
- ❖ Managing day-to-day operation of the compliance program.
- ❖ Developing and periodically reviewing and update Medigro's standards to ensure continuing currency and relevance in providing guidance to management and employees.
- ❖ Directing compliance issues to appropriate existing channels for investigation and resolution.
- ❖ Responding to alleged violations of rules, regulations, policies, procedures, and Standards Operating Procedure by evaluating or recommending the initiation of investigative procedures.
- ❖ Acting as an independent reviewer and evaluation body to ensure that compliance issues and concerns within the organization are being appropriately evaluated, investigated, and resolved.
- ❖ Monitoring, and as necessary, coordinating compliance activities of other departments to remain abreast of the status of all compliance activities and to identify trends.
- ❖ Identifying potential areas of compliance vulnerability and risk, develops and implements corrective action plans for resolution of problematic issues, and provides general guidance on how to avoid or deal with similar situations in the future.
- ❖ Providing reports on a regular basis, and as directed or requested, keep senior management informed of the operation and progress of compliance efforts.

- ❖ Ensuring proper reporting of violations or potential violations to duly authorized enforcement agencies as appropriate or required.
- ❖ Working with the Director of Operations and Quality Assurance Officer to develop an effective compliance training program, including appropriate introductory training for new employees and ongoing training for all employees and managers.
- ❖ Monitoring the performance of the Compliance Program and relates activities on a continuing basis, taking appropriate steps to improve its effectiveness.
- ❖ Maintaining records of equipment maintenance to ensure preventative maintenance is conducted appropriately.
- ❖ Coordinating maintenance and repairs conducted by outside contractors.
- ❖ Overseeing purchase of new equipment.

Education and/or Work Experience Requirements:

- ❖ Understanding of the Compassionate Care Act and any and all applicable laws, rules and regulations.
- ❖ Juris Doctorate.
- ❖ At least three years of compliance experience.
- ❖ Understanding of risk management, and performance improvement helpful routine maintenance.
- ❖ Demonstrated leadership ability and ability to communicate effectively orally and in writing.

Director of Human Resources – OPEN

In addition to staffing Medigro, the director of human resources will play an integral part of Medigro's community outreach program. Medigro's community outreach program will coordinate with veterans services to ensure a portion of Medigro's employees are veterans. In addition, community outreach team will ensure that Medigro's operations are consistent with the communities needs. To that end, this team will also oversee Medigro's subsidy program that, pursuant to necessary approvals by the Department of Health, will assist those in the community that have been recommended medicinal marihuana, but cannot afford the medicine.

The Director of Human Resources will promote and implement human resource values by planning and managing human resources programs; directing staff.

Job Requirements:

- ❖ Developing Medigro's organization strategies by identifying and researching human resources issues; contributing information, analysis, and recommendations to organization strategic thinking and direction; establishing human resources objectives in line with Medigro's values.
- ❖ Implementing strategies by establishing department accountabilities, including talent acquisition, staffing, employment processing, compensation, health and welfare benefits, training and development, records management, safety and health, succession planning, employee relations and retention, AA/EEO compliance, and labor relations.
- ❖ Managing human resources operations by recruiting, selecting, orienting, training, coaching, counseling, and disciplining staff; planning, monitoring, appraising, and reviewing staff job contributions; maintaining compensation; determining production, productivity, quality, and customer-service strategies; designing systems; accumulating resources; resolving problems; implementing change.
- ❖ Working closely with local recruitment offices to ensure recruitment efforts of those in the community as well unemployed veterans.
- ❖ Accomplishing special project results by identifying and clarifying issues and priorities; communicating and coordinating requirements; expediting fulfillment; evaluating milestone accomplishments; evaluating optional courses of action; changing assumptions and direction.

- ❖ Supporting management by providing human resources advice, counsel, and decisions; analyzing information and applications.
- ❖ Guiding management and employee actions by researching, developing, writing, and updating policies, procedures, methods, and guidelines; communicating and enforcing organization values.
- ❖ Complying with federal, state, and local legal requirements.
- ❖ Updating job knowledge by participating in conferences and educational opportunities; reading professional publications; maintaining personal networks; participating in professional organizations.
- ❖ Enhancing departmental and organizational reputations by accepting ownership for accomplishing new and different requests; exploring opportunities to add value to job accomplishments.

Chief Security Officer, Syracuse and Newburgh – OPEN

Brosnan Risk Consultants will assign staff to oversee and be responsible for all security matters for the grow sites, the dispensaries and transport teams.

Head Extractor, Syracuse and Newburgh – OPEN

The Head Extractor will operate supercritical fluid carbon dioxide extraction equipment to safely and effectively extract compounds from medical cannabis. He or she will operate laboratory testing equipment to quantify and qualify compounds in medical cannabis for quality control and product development.

Job Requirements:

- ❖ Developing and implementing standard operating procedures for safe extraction of medical cannabis resulting in a high quality product.
- ❖ Developing and implementing standard operating procedures for testing cannabinoids, terpenes and other compounds in medical cannabis.
- ❖ Maintaining extraction equipment and laboratory, including the upkeep of equipment, stocking of supplies and general cleaning of all work areas.

Education and/or Work Experience Requirements:

- ❖ Bachelor of Science in food science, engineering, chemistry, pharmacy or a similar science with one year of experience. Industry experience may be considered in lieu of formal education.
- ❖ Working knowledge of regulatory requirements including OSHA regulations, FDA guidelines for food plant operation, New York's Compassionate Care Act.
- ❖ Proficient in the use of computer software.
- ❖ Ability to communicate frequently and effectively with management staff.
- ❖ Strong time management, record keeping, analytical and problem solving skills.
- ❖ Sufficiently proficient in English to read and interpret documents such as safety rules, operating and maintenance instructions, procedure manuals, etc, and write routine reports

Head Grower, Newburgh – OPEN

The Newburgh Head Grower will work with the Syracuse Head Grower to ensure uniformity in our product, as well as production processes.

Job Requirements:

- ❖ Managing a large-scale greenhouse with a wide array of supplemental lighting, including LED lights.
- ❖ Implementing and modifying current robust cultivation SOPs and nutrient regimens including both soil-based and hydroponic systems.
- ❖ Managing and training a crew of 10-20 cultivators.
- ❖ Managing plant scheduling and organization to precisely project all garden needs on a daily, weekly, and monthly basis.
- ❖ Cataloging and analyzing each individual strain from clone to flower to harvesting using seed to sale system.
- ❖ Working with laboratory personnel on comprehensive cannabinoid profile log.
- ❖ Executing a preventative pest management system using biological controls and safe, approved chemicals; and implementing his or her expert knowledge of plant diseases, insects and fungi, as well as plant treatment options
- ❖ Maintaining a clean and organized work environment.
- ❖ Managing plant irrigation techniques in all stages of production, including using in-depth knowledge of fertilization and soil and tissue analysis.
- ❖ Managing the environmental control system, including temperature and humidity manipulation.
- ❖ Assisting state and local government auditors and law enforcement with inventory, sales and compliance audits.
- ❖ Complying with all Human Resources policies including confidentiality and non-disclosure.

Dispensary Management – FOUR OPEN POSITIONS

Medigro will employ a New York State licensed pharmacists to oversee each of its dispensaries. Each pharmacist will work on-site to directly supervise the activity within the facility.

Job Requirements:

The manager will be responsible for the dispensing of the appropriate recommended amount of medicinal marihuana and will coordinate and facilitate the transactions of the dispensary. In addition, the managing pharmacist will be responsible for:

- ❖ Ensuring, in consultation with the Director of Security and the Director of Operations, that Medigro's processes are up to date, and compliant with the laws, rules and regulations.
- ❖ Maintaining and applying dispensary policies to uphold standards..
- ❖ Training facility employees.
- ❖ Overseeing and assuming responsibility for all medicine dispensed, ensuring accuracy in labeling of medicine name, strength, quantity and direction for use.
- ❖ Providing supervisory assistance for all dispensary staff members.
- ❖ Adhering to the strictest confidentiality when handling medical records and other information pertaining to patients and staff.

Education and/or Work Experience Requirements:

- ❖ New York State licensed pharmacist
- ❖ An understanding of the Compassionate Care Act and the relevant rules and regulations.
- ❖ A full understanding of the applicable health and safety considerations and

Dispensary Employees – OPEN

These employees will work under the Managing Pharmacists.

Job Requirements:

- ❖ Assisting the Managing Pharmacist; the dispensary employees must be professional, knowledgeable, and personable; and possess an ability to listen to the concerns of our certified patients concerns.
- ❖ Employees will maintain the dispensary in a clean and hygienic fashion and will assist with the cleaning of the dispensary.

Facilities Manager, Syracuse and Newburgh – OPEN

Medigro's Facilities Managers will maintain the buildings and grounds of the organization, directing staff and overseeing the upkeep of equipment and supplies.

Job Requirements:

- ❖ Ensuring that the buildings are clean and sanitary, free from disease causing elements.
- ❖ Performing daily and weekly cleaning, as well as determining and scheduling repairs, renovation projects, waste reduction improvements and safety inspections.
- ❖ Overseeing groundskeepers, maintenance workers, and custodial staff.

Education and/or Work Experience Requirements:

- ❖ High school diploma or GED
- ❖ Must have knowledge of purchasing, supplies, grounds keeping, and equipment repair.
- ❖ Must demonstrate managerial experience and abilities.
- ❖ Must possess an attention to detail since quality control will be a large part of their responsibility. Must make sure cleaning, upkeep and safety standards are maintained, or efficiencies are discovered.
- ❖ Must be able to communicate to their employees, and work with management to make sure the job gets done.
- ❖ Must possess leadership skills with the ability to motivate and coordinate employees, as well as deal with any disciplinary issues that may arise.



CRIMINAL HISTORY REPORT

To: Medigro

From: Brosnan Risk Consultants

Re: James C O'Sullivan

Date: May 29, 2015

**STRICTLY
CONFIDENTIAL**

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

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



CRIMINAL HISTORY REPORT

To: Medigro

From: Brosnan Risk Consultants

Re: Cormach S Murrihy

Date: May 29, 2015

**STRICTLY
CONFIDENTIAL**

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

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

David J. Schaible



Education: Masters Degree, Biology - May 1995
State University of New York
The College at New Paltz
New Paltz, NY 12561

Bachelors Degree in Biochemistry, June 1989
State University of New York at Geneseo
Geneseo, NY 14454

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

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

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

Patents and Publications-available upon request

References- available upon request

Additional experience-

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



CRIMINAL HISTORY REPORT

To: Medigro

From: Brosnan Risk Consultants

Re: David John Schaible

Date: May 29, 2015

**STRICTLY
CONFIDENTIAL**

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

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PROFILE

Five years of executive management experience as the Police Commissioner of Yonkers, New York; twenty two years of police management and supervisory experience in the NYPD; retired as a Deputy Chief; thirty two years total public safety experience. Served as Commanding Officer of NYPD units such as: the Intelligence Division, the Drug Enforcement Task Force and the Quality Assurance Division. Awarded 36 NYPD citations, graduate of the FBI National Academy and have a Master's Degree in Public Administration. Worked extensively with the FBI, DEA, U.S. Secret Service and the New York State Police. Public sector consulting experience as part of The Bratton Group with police agencies in Los Angeles, Oakland CA, Detroit and Baltimore.

COMPETENCIES

Public Safety and Security

Investigations

Crime Reduction Strategies

Police Administration and Budget

Security Assessments

Event Planning and Management

WORK EXPERIENCE

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

CONSULTANT, NEW YORK STATE SHERIFFS' ASSOCIATION

- Contracted by the New York State Sheriffs' Association, in coordination with the NYS Division of Criminal Justice Services, to assist in the development and implementation of Compstat in several Sheriffs' Offices in the state.

POLICE COMMISSIONER, YONKERS POLICE DEPARTMENT, Yonkers, NY

2006-2011

- Served as Police Commissioner of Yonkers, the fourth largest city in New York State, population 200,000, with an annual budget of over \$78 million and command of over 700 officers, detectives, supervisors and civilians; from 2006 through 2011 overall crime in Yonkers was reduced by 16%; shooting incidents were dramatically reduced.
- Interfaced and partnered with federal, state and local law enforcement agencies including the Federal Bureau of Investigation, Drug Enforcement Administration, U.S. Secret Service, New York Police Department, New York State Police and the Westchester County Department of Public Safety.
- Reorganized the Yonkers Police Department (YPD) into three separate and distinct bureaus, improving efficiency, effectiveness and accountability.
- Partnered with the community and local agencies to introduce holistic, multi-pronged and non-traditional approaches to problems such as gangs, truancy and homelessness.
- Upgraded technological capabilities of the agency in the area of records management, integration of security cameras and gunshot detection systems.
- Served as a member of the Executive Committee of Counter Terrorism Zone # 3 which coordinates the Westchester County proactive and reactive response to terrorism.
- Maintained FBI top secret security clearance.

DEPUTY CHIEF / NYPD NARCOTICS DIVISION, New York, NY

2004-2006

- Supervised the daily citywide deployment, training, organization and administration of over 1800 Narcotics Division members.
- Created and implemented new strategies and tactics to combat increases in illegal narcotic activity on a precinct-by-precinct basis which led to a marked increase in the quality of narcotics arrests and investigations.
- Implemented Narcostat, a management tool designed to improve and monitor citywide narcotic conditions and provide guidance, training and support to narcotics enforcement and investigative units.
- Assumed command functions in the Commanding Officer's absence and managed all city-wide operations and functions while serving as Duty Chief.
- Appointed by the Police Commissioner to serve on a select committee tasked with re-engineering the strategic vision of the Narcotics Division.
- Analyzed and improved integrity controls of the NYPD Organized Crime Control Bureau.

DEPUTY CHIEF / COMMANDING OFFICER / NYPD NARCOTICS BOROUGH BRONX, Bronx, NY

2002-2004

- Designated as Commanding Officer of a staff of over 500 detectives, supervisors and civilian employees dedicated to combating illegal narcotics trafficking in Bronx County.
- As a result of the implementation of new strategies and tactics, an increase in narcotic arrests was affected with fewer personnel coupled with a reduction in overtime costs.

DEPUTY CHIEF / COMMANDING OFFICER / NYPD INTELLIGENCE DIVISION, New York, NY

2000-2002

- Served as Commanding Officer and managed a staff of 650 select detectives and supervisors tasked with gathering criminal intelligence concerning high-profile, confidential investigations in New York, the U.S. and overseas.
- Coordinated security and protective measures for the President of the United States and visiting foreign government leaders and officials, high-threat individuals, the Mayor of New York and other elected officials.
- NYPD liaison to the U.S. Secret Service, U.S. State Department and the United Nations.
- Coordinated threat assessment reviews of sensitive and critical locations throughout New York City.

- Prepared and executed security planning for major New York City events i.e. the United Nations General Assembly, New Year's Eve in Times Square, the World Series, Fleet Week and various high-profile parades and demonstrations.
- Prepared and implemented security measures in anticipation and response to demonstrations against the World Economic Forum during the organization's conference in New York City.
- Responded to and coordinated the Intelligence Division's efforts at the World Trade Center during and after the 9/11 attacks.
- Directed the Criminal Intelligence Section in assisting the FBI and other investigative bodies in the aftermath of the 9/11 attacks.

PROMOTIONS (NYPD)

- Sergeant 1984
- Lieutenant 1989
- Captain 1993
- Deputy Inspector 1997
- Inspector 1999
- Deputy Chief 2001

EDUCATION

- Marist College (2004) - Master's *Degree*, Public Administration
- Columbia University Graduate School of Business (1999) - Certificate, Police Management
- Fordham University (1978) - Bachelor of Arts, Political Science

SPECIAL TRAINING

- NYPD Criminal Investigation Course, New York, NY (1987)
- FBI National Academy, Quantico, Va. (1992)
- DEA Drug Unit Commanders Academy, Washington, DC (1996)
- US Secret Service Dignitary Protection School (2001)
- Citywide Incident Management Systems Training, New York, NY (2005)
- FBI National Executive Institute, Washington, DC (2010)
- Law Enforcement Exchange Program in Israel with the Israeli National Police (2011)
- Executive Leaders Program, Center for Homeland Defense and Security, Naval Postgraduate School , Monterey CA, (2011-2012)

LAW ENFORCEMENT / PRIVATE SECURITY AFFILIATIONS

- FBI National Academy Associates (FBINAA)
 - FBI National Executive Institute Associates (FBINEIA)
 - International Association of Chiefs of Police (IACP)
 - American Academy of Professional Law Enforcement (AAPLE)
 - Police Management Institute (PMI) Alumni Association
 - Police Executive Research Forum (PERF)
 - NYPD Honor Legion
 - ASIS International
 - Terrorist Information New York Group (TINYg)
-



CRIMINAL HISTORY REPORT

To: Medigro

From: Brosnan Risk Consultants

Re: Edmund Philip Hartnett

Date: May 29, 2015

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

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

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

JOHN J. FLEMING

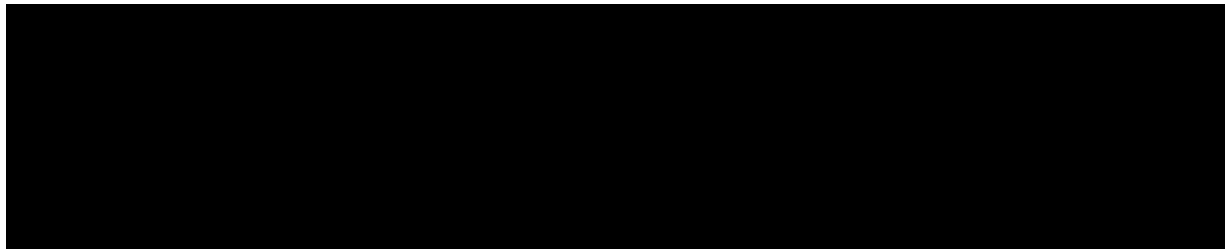
Phone: [REDACTED]

e-mail: [REDACTED]

PROFILE

A seasoned professional with demonstrated abilities that extend across both the public and private sectors and an effective manager, team builder and strategic planner who has designed and implemented successful initiatives in both the corporate security and municipal government environments.

PROFESSIONAL EXPERIENCE



Office of the Mayor, City of Yonkers, New York

2005-2012

Executive Assistant to the Mayor

Assisted the Mayor and his administration in various governmental functions:

- Served as political liaison between the Office of the Mayor and the Yonkers City Council, statewide local governments, the Governor's Office, the New York State Senate and Assembly, and the United States Congress
- Performed annual budget and capital improvement plan analysis for the fourth largest city in New York State
- Coordinated project management across city agencies
- Prioritized the Mayor's daily schedule
- Spearheaded strategic initiatives that included the implementation of a 3-1-1 system and red light camera program, and the modernization of city water meters and traffic signals
- Implemented and oversaw the 'CompStat' crime management program and the Records Management System for the Yonkers Police Department
- Implementing and oversaw the 'CitiStat' management program which provided data analysis and accountability in city agencies
- Designed and managed the Yonkers Emergency Operations Center which provided both emergency preparedness and a coordinated emergency response among city agencies in the event of a natural disaster or a terrorist act
- Developed, implemented and evaluated mayoral initiatives that improved the quality of life for city residents
- Designed and managed the COY Inspectional Review Program for the Office of the Mayor
- Represented the Office of the Mayor to the national advocacy organizations *Mayor's Against Illegal Guns* and the *United States Interagency Council on Homelessness*

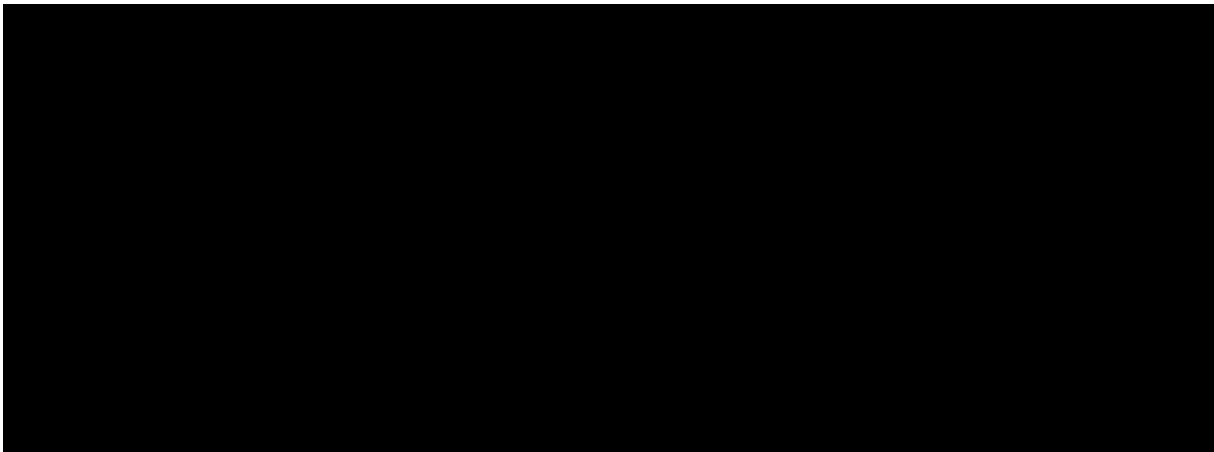
Notable Achievements

The success of 'CitiStat' led to the improvement of the quality and delivery of city services and the reduction of department response times by almost half, despite significant manpower and budget reductions

As a result of Inspectional Review Program, the City of Yonkers saw an almost 80% decrease in the number of inspection-related complaints across city agencies

As a result of 'Compstat' successes, Yonkers was rated the nation's second safest large city in 2010 (Source: F.B.I. Uniform Crime Reports)

The success of the Yonkers Anti-Dumping Initiative led to a 65% decrease in citywide illegal dumping incidents



New York City Police Department Intelligence Division

1994-2002

Detective First-Grade

Responsibilities included:

- Coordinating and managing security protection and related investigations for Mayor Rudolph W. Giuliani, his family and selected municipal officials
- Coordinating the Mayor's security advance for travel throughout the U.S., Europe and the Middle East
- Security planning for major mayoral events
- Coordinating threat assessments and confidential investigations for the Office of the Mayor
- Overseeing physical security planning at City Hall and the Mayor's residence at Gracie Mansion
- Coordinating the Executive Protection Unit's security training programs
- Serving as liaison between federal, state and local law enforcement for the Office of the Mayor
- Serving as confidential advisor to the Mayor during his two terms of office

New York City Police Department, 46th and 30th Detective Squads

1987-1994

Detective Second-Grade

- Investigations/case management of homicides and armed robberies in the South Bronx and Harlem

New York City Police Department, 46th Precinct
Police Officer

1982-1986

- Assigned to patrol duties, anti-crime and narcotic units in the South Bronx

Notable Achievements

Achieved the rank of Detective First-Grade, a merit position achieved by less than 5% of all NYPD detectives

Cited by three NYPD Police Commissioners for uncompromising integrity in service

Obtained one of the highest homicide case clearance rates in the history of the NYPD

EDUCATION

N.C.C., A.A.

Cornell University, School of International Labor Relations (ILR)

The Wharton School, University of Pennsylvania
Certification, Pension Fund Management

Graduate, New York City Police Department *Criminal Investigation* and *Homicide Investigation* courses, and NYPD/U.S. Secret Service *Dignitary Protection Training*

PERSONAL

[REDACTED]

Member, Board of Directors, *Tuesday's Children*, the national 9/11 non-profit family service organization

Member, Board of Directors, *National Irish-American Republicans*

Former nominee/candidate, United States Congress and N.Y.S. Senate



CRIMINAL HISTORY REPORT

To: Medigro

From: Brosnan Risk Consultants

Re: John J Fleming

Date: May 29, 2015

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

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

Brian E. Corr, PhD

Technical project manager

████████████████████
████████████████████
Project Planning and Budgeting
Product Development and Launch
Technical Project Management

████████████████
████████████████████
████████████████████
Domestic and International Experience
Marketing and Publications
Trial Planning and Management

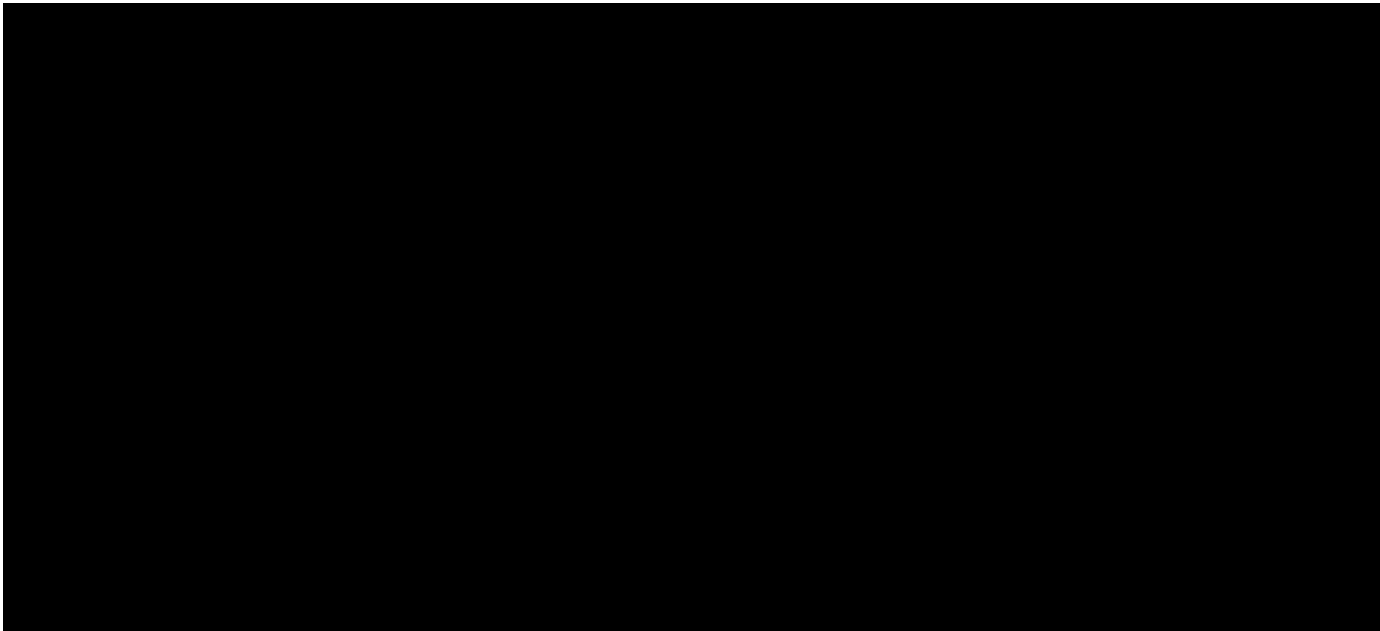
HIGHLIGHTS OF QUALIFICATIONS

- Proven experience in developing and leading teams with direct-reporting responsibility and in matrix organizations.
- Proficient at initiating and managing projects, especially those involving new directions within the organization. Skilled at setting specific, attainable goals and building stakeholder consensus to achieve them. Experienced in change management.
- Well-versed in evaluating opportunities, establishing budgets and allocating resources.
- Outstanding written and verbal communication skills. Skilled in preparing reports for internal and external audiences, including sales and marketing copy. Confident and comfortable with public speaking.
- Experienced in project management, new product acquisition, sales and crop culture in global markets including North America, Central America, South America, Africa, Australia, Europe and Asia.

SELECTED ACCOMPLISHMENTS

- Launched a new category of products to the horticulture market which became the second most profitable category in the company.
- Grew sales in developing southern hemisphere markets through technical selling techniques.
- Launched a new active ingredient for the grape industry on schedule, in all key global markets, certified for use in organic production and exceeding sales projections.
- Managed technical marketing information production for trade journals and company marketing materials keeping product promotions continually in fresh outlets.
- Maintained technical information output through one downsizing and two company spinoffs.
- Negotiated and managed genetics resource access agreements with the Republics of South Africa, Paraguay and Georgia resulting in acquisition of thousands of unique accessions in exchange for milestone payments and equitable benefits sharing.

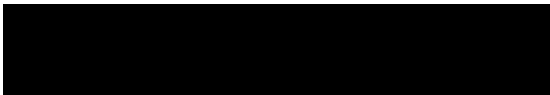
PROFESSIONAL EXPERIENCE



Additional Experience

Board Member – Midwest Invasive Plant Network

Advisory position supporting efforts to minimize the impacts of invasive plant species in the Midwestern United States.



**University of Tennessee, Department of Ornamental Horticulture & Landscape Design
Assistant Professor**

SPECIAL PROJECT

Farmer-to-Farmer ACDI/VOCA/USAID project

February – March 1993

Conducted evaluation of agriculture projects in the Nile delta region of Egypt on behalf of ACDI, VOCA and the US Agency for International Development.

EDUCATION

Ph.D., University of Minnesota (Plant Physiology/Horticulture)

M.S., University of Illinois (Horticulture)

B.S., University of Illinois (Horticulture)

SPECIAL TRAINING

- 2013 Leadership Development Program. Centre for Creative Leadership, Lucerne, Switzerland
Program to develop leadership capabilities based on assessment of leadership style and learning from experience
- 2012 Dynamic New Approaches to Leadership and Management. Center for Creative Leadership.
Greensboro, NC
Course focusing on personal awareness to develop individual leadership and management principles
- 2003 Media relations. MSI Strategic Communications, Chicago, IL
Intense one-on-one training in print, radio and television interviews to provide a positive corporate message, especially under crisis conditions



CRIMINAL HISTORY REPORT

To: Medigro

From: Brosnan Risk Consultants

Re: Brian Edward Corr

Date: June 3, 2015

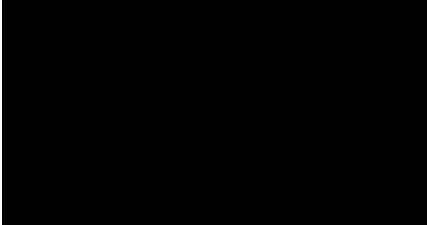
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Redacted pursuant to N.Y. Public Officers Law, Art. 6

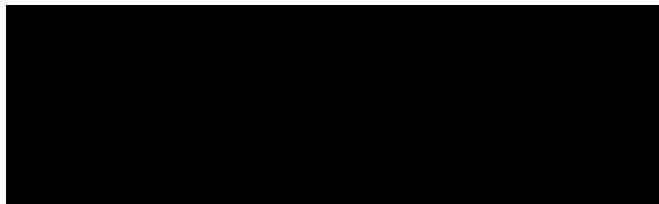
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Bernard B. Baez M.D.

Current Position



Past Position



Board Certification/ Licensure

- American Board of Anesthesiology, Diplomate in Anesthesiology Certificate # 36495
- American Board of Echocardiographers, Diplomate in Perioperative Transesophageal Echocardiography
- New York State Medical License #222860
- New Jersey State Medical License # 25MA08740200
- Registered Physician -State of New Jersey Medical Marijuana Program

Professional Education

- Mount Sinai Medical Center NYC, NY Fellowship in Cardiothoracic Anesthesiology (July 1, 2003-June 30, 2004)
- Mount Sinai Medical Center NYC, NY Residency in Anesthesiology (July 1, 2000-June 30, 2003)
- Chief Resident (July 1, 2002 to June 30, 2003)
- Stony Brook Medical Center, Stony Brook, NY Internship in Internal Medicine (July 1, 1999-June 30,2000)
- New York Medical College, Valhalla, NY; Doctorate of Medicine (May 14, 1999)
- University of Notre Dame, South Bend, IN; B.S. in Biology (May 16, 1993)

Professional Certification

- Advanced Cardiac Life Support

Professional Organizations

- American Society of Anesthesiologists
- New York Society of Anesthesiologists
- Society of Cardiovascular Anesthesiologists

Awards/ Honors

- Outstanding Teacher of Anesthesiology 2007
- Outstanding Teacher of Anesthesiology 2004

Publications

Bernard Baez MD, Maria Castillo MD: Anesthetic Considerations for Lung Transplantation; Seminars in Cardiothoracic and Vascular Anesthesia, Vol. 12, No. 2, 122-127 (2008)

David L. Reich, MD, Sabera Hossain, MA, Marina Krol, PhD, Bernard Baez, MD, Puja Patel, Ariel Bernstein, and Carol A. Bodian, DrPH Predictors of Hypotension After Induction of General Anesthesia; Anesth Analg 2005;101:622-628

Bernard Baez, Jeffrey Smok, Brendan Finucane, Kenneth Abrams. Thoracic Trauma. In: Thoracic Anesthesia 3rd edition, Kaplan JA, Slinger PD(ed); Churchill Livingstone, Philadelphia pp. 315-326 2003.

Positions

Anesthesia Liaison to Thoracic Surgical Service

Co-Director of Medical Student Clerkship in Anesthesiology

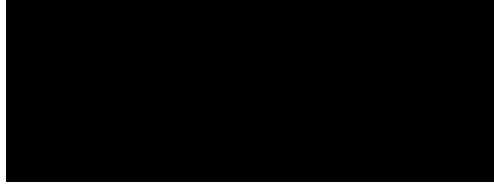
Coordinator and Head Anesthesiologists for Medical Mission to the Dominican Republic, March 2005

Coordinator and Head Anesthesiologists for Medical Mission to Honduras January 2005

Coordinator and Head Anesthesiologists for Medical Mission to Honduras June 2006

Volunteer Medical Staff for New York City Triathlon July 2007, July 2008

John Barone



CAREER EXPERIENCE

Over 25 years of experience in the Horticulture Industry.

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

EDUCATION

AAS Degree in Engineering Science from Syracuse University



CRIMINAL HISTORY REPORT

To: Medigro
From: Brosnan Risk Consultants
Re: John J Barone
Date: May 29, 2015

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

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

MerryBeth Barone



CAREER EXPERIENCE

Involved in the horticulture industry for over 40 years.

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

EDUCATION

AAS degree in Landscape Design in 1981 from SUNY Cobleskill.

ACCREDITATIONS

Ombudsman Basic Training 2003

VOLUNTEER EXPERIENCE

Naval Reserve Center, Syracuse Ombudsman 2003-2004 (During Operation Enduring Freedom)



CRIMINAL HISTORY REPORT

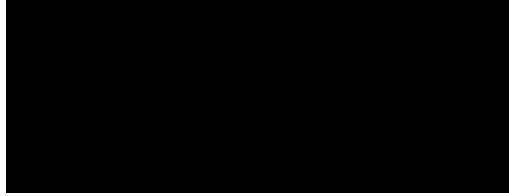
To: Medigro
From: Brosnan Risk Consultants
Re: MaryBeth Barone
Date: May 29, 2015

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

Shannon Martini



CAREER EXPERIENCE

Over 20 years experience in the Horticulture Industry.

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

EDUCATION

BS Degree in Plant Science from SUNY Environmental Science and Forestry.



CRIMINAL HISTORY REPORT

To: Medigro
From: Brosnan Risk Consultants
Re: Shannon L Martini
Date: May 29, 2015

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

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

Professional References

Sotheby's
S.L. Greene
New York Power Authority
CBRE Realty
Lend Lease
The LeFrak Organization, Inc.
Extell Development Corp.
Tishman Construction
Silverstein Properties
TD Bank
Bridgewater Capital
Fenway Partners
The Feil Organization
SFX Entertainment Corp.
USIS
Algin Management Company
First American Title Insurance
Turner Construction Company
ABC News
RFR Holdings
Party City
Taconic Investment Partners



New York City

295 Madison Avenue
47th Floor
New York, NY 10017

New Jersey

120 E. Jerome Avenue
Beach Haven, NJ 08008

Westchester/Rockland

325 Route 304
Bardonia, NY 10954

Licensed in 22 states

www.BrosnanRisk.com
24 Hours
1-800-590-2180

Company History

Brosnan Risk Consultants (BRC) is a unique investigative, intelligence and security services company to a global network of clients. Founded in 1996 by Patrick J. Brosnan, the firm provides services for Fortune 500 companies, financial institutions, real estate developers, government agencies and high-net worth individuals. BRC employs experienced investigators from many diverse fields including law enforcement, legal, accounting, banking and journalism. This diverse cross-section of investigative experience utilizes sophisticated fact-finding technology, creative intuition, human intelligence and media contacts to develop timely and accurate data for clients. BRC provides businesses and individuals with information, analysis, training and advice to mitigate the risks associated with fraud, computer sabotage, network penetration and corporate security threats.

Brosnan's protective specialists range from highly-trained unarmed guards to former members of the elite Presidential Detail of the United States Secret Service. BRC's unarmed security professionals are certified in various Fire Guard designations, OSHA 10 certified, and have a minimum of three years experience. BRC's armed security professionals are all former Law Enforcement Officers with a minimum of ten years experience.

Headquartered in Manhattan and licensed in twenty-two states, with strategic partners in all 50, BRC offers a wide range of corporate advisory services including financial due diligence, litigation support, background screening, data recovery, vendor screening and corporate counterintelligence services.

Brosnan Risk Consultants has been awarded many prestigious assignments since its inception. The Department of Environmental Protection selected BRC to identify and offer solutions to vulnerabilities of New York City's water supply systems to terrorist attack. The Federal Transportation Security Administration chose BRC to assess and devise answers to New York State's intercity bus routes' susceptibility to terrorist attack. The Department of Homeland Security chose BRC to provide training in terrorism detection, disaster response and vulnerability awareness to local and state municipal employees in Delaware. BRC was selected to provide security for the Republican National Convention including executive protection for several United States Congressmen and the Speaker of the House.

Security Services

UNARMED SECURITY

BRC provides unarmed security services to a wide range of clientele including construction sites, commercial building, residential properties and power plants. Security personnel receive training for fire safety, emergency procedures, crime prevention, bomb threat protocols and report writing. All BRC personnel are OSHA-10 and F-60 Certified. BRC's supervision is provided by retired NYPD or other law enforcement agency supervisors, insuring effective oversight and chain of command.

Did you know...?

That BRC provides security services to the nation's largest power authority and one of the nation's largest private banks?

ARMED SECURITY / EXECUTIVE PROTECTION

BRC's executive armed protection services provide personalized security for corporate officers and other high profile individuals. BRC's security teams are comprised of former NYPD detectives uniquely trained in dignitary protection procedures. Site surveys can be prepared and advance teams deployed, if requested. BRC's client base includes foreign dignitaries, various celebrities and other prominent individuals.

BRC also provides armed security services utilizing former law enforcement professionals for union strikes, work stoppages, corporate conferences, conventions and other special events.

Did you know...?

That BRC manages local, regional and international armed escorts of high-value artwork for one of the nation's largest auction houses?

Background Screening

EMPLOYEE BACKGROUND CHECKS

BRC's industry-leading and cutting-edge technology assists companies and organizations in the detection of pre-employment risks, including resume fraud, criminal convictions and past terminations. BRC can verify the background of potential and existing hires, examine professional and academic claims, research criminal histories, verify true identities and identify a range of omitted issues that could nullify a potential new hire. With a wary eye to legal compliance and rigid quality control, BRC's pre-employment services includes drug screening and polygraph testing and meets the needs of any organization.

VENDOR SCREENING

BRC assists companies, government agencies, unions, schools and individuals in establishing the ability and integrity of potential and existing vendors regarding litigation exposure, financial distress or business practices and relationships that could cause reputational risk.

Rigorous screening processes are implemented to ensure that all vendors meet ethical standards set by the client. BRC's specialists investigate criminal records, civil cases, liens, licensing, bankruptcy records, negative media and allegations of illegal activity in order to determine both the liabilities and integrity of vendors.

Did you know...?

BRC conducts vendor screening investigations for one of the most well-known music events in the nation.

Security Overview

On a daily basis, BRC protects thousands of lives and billions of dollars in assets. The sectors where BRC provides professional guarding services include banks, power plants, schools, residential buildings, construction sites, retail stores and commercial properties. Since 1996 Brosnan Risk Consultants has provided top-tier unarmed and armed security services at a wide array of venues. BRC protects many prestigious and iconic locations in the NY metropolitan area, including ONE57, the Apthorpe Building, the Diamond Tower, Trump Park Ave and many other high-profile locations.

BRC provides retired off-duty law enforcement officers at over forty TD banks in NYC and at all of Party City's retail stores. Brosnan's concierge/hospitality officers are assigned at many of NYC's premier residential buildings including Silversteins' iconic River Place Towers and the tallest residential buildings in New York City- Silver Towers. BRC's mobile vehicles and canine units patrol many streets in the tri-state area, Miami, Boston and other cities.

Sotheby's, the world's premier art auction house, selected BRC to provide armed security services for all their local, regional and international escorts. The New York Power Authority, the largest power plant in the nation, selected BRC to provide security services at their locations throughout New York State.

The firm maintains strategic relationships with high-end peer firms in Africa, Eastern Europe, Jordan, Iraq, Japan, Saudi Arabia and Russia. From assessment to implementation, Brosnan's Executive Protection teams seamlessly integrate protective services with a proactive and tiered approach that assesses threats, devises answers and ensures operational continuity. We can assure the safety of our principals whether in New York City or Moscow.

BRC's senior management team have over 200 years of law enforcement experience and have implemented a Security Value Engineering package that includes ten million dollar umbrella insurance coverage, supervision by retired NYPD Captains and training in the Administrative Fire Codes by a retired NYFD chief. In addition, BRC headquarters has a 24/7 state-of-the-art command center that is manned by trained security professionals who monitor remote CCTV cameras in real time and respond instantly to security breaches.

Founder

Patrick J. Brosnan

is the [REDACTED] and [REDACTED].

Mr. Brosnan is a former NYPD detective with extensive field experience in the Robbery/Gun Squad and the Organized Crime Control Bureau.



Mr. Brosnan was selected as the New York State Police Officer of the Year for investigative skills that led to the arrests of over 900 violent criminals during his career and was heralded by the Governor as a “one-man war on crime in New York City.” He was [REDACTED] and retired from the NYPD as one of the

most highly-decorated detectives in the history of the department.



Mr. Brosnan has honed his extensive

government experience in fraud detection and prosecution into a unique investigative resource for the private sector. As [REDACTED] of [REDACTED], he oversees all protective and investigative operations for Fortune 500 companies, financial institutions, large law firms and high-net worth individuals.

Mr. Brosnan holds a Bachelors Degree in English and a Masters Degree in Criminal Justice. He presently serves as a security analyst on Fox News, CNN, MSNBC and Inside Edition. He is an expert on a range of topics that include terrorism, active shooter and criminal investigations and has authored numerous articles in the national media on a wide range of public safety subjects.

Network Security

PENETRATION TESTING

Security breaches of a company's IT network can compromise proprietary information, disrupt business continuity, and cause direct financial loss and reputational harm. To prevent these issues, BRC's cyber technicians proactively perform penetration testing on various points of exposure in network systems to identify system vulnerabilities, application and service defects, improper configurations and risky end-user behavior. Penetration testing will measure system feasibility, compromises and other related operational consequences.

Did you know...?

BRC performs network testing for some of the largest hedge fund companies in New York.

CORPORATE COUNTERINTELLIGENCE

Corporate counterintelligence protects business information. BRC has developed a comprehensive response to the growing threat of industrial espionage and information theft. In today's world, many companies go to great lengths to obtain sensitive and often confidential data about their competitors and the availability of portable information via the internet, laptops, portable PCs, and cellular devices has made the traditional security perimeter an illusion. The areas that are frequently 'at-risk' are intellectual property: trade secrets, formulas and processes, pricing strategies, industry sources and client information; confidential information; infrastructure, personnel records, internet communications, agreements, reports, and research. The conduits that allow this critical information to flow are seemingly mundane: loose lips, disgruntled employees, discarded documents, trade shows, friendships and opportunists. BRC's counterintelligence program can identify a company's vulnerabilities, stem the flow of sensitive business data and recommend policies that will minimize future hostile intrusions.

Did you know ...?

BRC has conducted counter-intelligence operations for some of the largest pharmaceutical companies in the nation.

Specialized Services

COMPUTER FORENSICS

In today's digital world, attorneys frequently review massive amounts of computerized text and data to locate, analyze, and organize key evidence in preparation for client cases. The recovery of discoverable electronic data and documents can be extremely time-consuming. BRC's technology services team provide a range of time-efficient and cost-effective services that help gather, analyze, organize, and prepare data for review in litigation matters and regulatory proceedings. BRC's specialists are trained to identify where exactly on computer networks key evidence is likely to be found, even if that evidence appears to have been erased or lost.

DATA RECOVERY

BRC uses proprietary and industry-recognized forensic tools to locate, recover, and analyze altered, deleted, or damaged electronic data. Whether working on-site or from a remote location, BRC provides real-time data recovery solutions that are fast, convenient and cost-effective. BRC's technology services team can create a comprehensive chronology of computer usage and determine whether computer evidence was altered, damaged or removed.

INVESTIGATIVE RESPONSE TEAMS

BRC's investigative specialists assist law firms and corporate counsel at every stage of litigation, arbitration and trial preparation. When an immediate response is needed, BRC's specialists can respond quickly to any location. They can locate and interview witnesses, gather intelligence, interact with local authorities and recreate the event. The importance of immediate response in criminal and civil matters cannot be overstated: Witnesses vanish, crime scenes are compromised, and all too often the truth becomes hazy. BRC can provide the expertise to build a case or mount a solid defense when a client is seeking a civil remedy.

President

Edmund Hartnett

brings twenty-seven years of prior police and supervisory experience in the NYPD, retiring as a Deputy Chief to become the Police Commissioner of the City of Yonkers, New York.



While at the NYPD, Mr. Hartnett served as the Commanding Officer of the Joint Drug Enforcement Task Force, the Quality Assurance Division, and the Intelligence Division, coordinating intelligence-gathering efforts with the FBI and other federal agencies in the aftermath of the 9/11 attacks. He also served as Executive Officer of the Narcotics Division, overseeing 1,800 detectives at the world's largest municipal narcotics unit.

A sampling of security events Commissioner Hartnett has managed during his time as a police executive include Pope Benedict's visit to New York, the World Economic Forum, the United Nations General Assembly, the World Series at Yankee Stadium and several presidential visits to New York, including President Bush's visit to Ground Zero.

Mr. Hartnett holds a Masters Degree in Public Administration and a Certificate in Police Management from the Columbia University Graduate

School of Business. He is a graduate of the FBI National Academy, the DEA Drug Unit Commanders Academy, FBI National Executive Institute and the Naval Postgraduate Executive Leadership Program.



Forensic Investigations

Gerard Creagh is a [REDACTED]



Mr. Creagh served as [REDACTED]
[REDACTED]
[REDACTED]. He joined [REDACTED]
[REDACTED] from [REDACTED] where he held
the position of [REDACTED]
[REDACTED].

At [REDACTED] his primary focus was
growing revenues, developing service offerings and
enhancing its presence within the industry. He built the
[REDACTED] e which expanded
into Real [REDACTED]
[REDACTED] that was
acquired by [REDACTED]. His tenure with [REDACTED] came
from a [REDACTED]
[REDACTED].

Mr. Creagh has more than 20 years of experience
consulting with U.S. and multinational companies on
valuation issues arising from corporate strategies,
mergers and acquisitions, joint ventures, divestitures
and restructurings and has been a [REDACTED] for [REDACTED]
[REDACTED]. and [REDACTED], and at [REDACTED]
[REDACTED] since 2010.

Mr. Creagh received his B.E. and M.E. degrees in
Mechanical Engineering from Manhattan College and
his MBA degree in Finance from New York University's
Leonard N. Stern School of Business.

Corporate Due Diligence

Brosnan Risk Consultants (BRC) has been
conducting due diligence investigations of
potential acquisitions, joint venture partners,
investors and investments throughout the U.S.
and overseas for fifteen years. The accurate,
compliant, and timely information that Brosnan
supplies helps its clients make informed choices
in critical areas such as employment, vendor
selection, investment placement, and
institutional admissions. Clients rely on BRC to
investigate bona fides, business reputation,
background and track record of companies and
their management in which an investment or
business deal is contemplated. Clients also
regularly commission BRC to verify and confirm
the accuracy of counterparties' representations
as to operational risks, assets and capabilities.

In addition to meticulous analysis of online
computer databases and public records research,
BRC contacts confidential sources and conducts
interviews with both allies and adversaries likely
to be knowledgeable about the subjects of the
due diligence research. These interviews reach
far beyond informal chats with a "friend of a
friend." BRC's investigators have honed their
instincts over many years for eliciting crucial
information from sources that are often
reluctant to speak.

BRC verifies information on various issues
including management track record, competing
bidders, company reputation, ethical track
record, regulatory compliance, market
conditions, hidden interests, environmental
liabilities and non-disclosure of material facts.
Intelligence gathered is derived from the media,
public and proprietary information sources and,
most importantly, human source inquiries.
Contextual analysis is then performed on this
information to produce an investigation report.
Discreet human source inquiry is critical and also
the most challenging part of investigative due
diligence. By discreetly and skillfully interviewing
sources who are familiar with the subjects in
different contexts and capacities, useful
information that is not reflected in the public
domain can be obtained.

Active Shooter Training

The recent court rulings that have permitted negligence suits filed by victims of Active Shooters to sue employers for failing to provide defensive training to their employees has forced companies to become proactive. They can no longer ignore the potential public relations fallout and legal liability exposure caused by delaying this critical training.

BRC consultants work with corporate security directors, retail industry loss prevention managers and college university public safety chiefs to provide defensive planning strategies that outline cost effective ways to harden facilities against the AS threat. We also develop online training programs and conduct site specific tabletop exercises for employees, staff and security personnel in order to minimize risk, enhance preparedness and maximize safety inside work environments.

Did you know...?

BRC's senior managers were selected as Subject Matter Experts for the recent Active Shooter tabletop exercise at the National Retail Federation conference in Florida.

What our client are saying about our security services...

"When a firm is in the market for a security company that specializes in all aspects of physical and corporate security, I recommend Brosnan Risk Consultants. Whether providing comprehensive and complex investigative analysis or high-end physical security, Brosnan Risk Consultants always meet or exceed our expectations. The team at Brosnan tailors their diverse and extensive security services to meet our ever changing security needs. They are a valuable resource with trusted associates that facilitate nationwide security requests on short notice. I'm proud to state that we have partnered with the right security firm and recommend Brosnan Risk Consultants."

Ken Dixon
Vice President, Security Americas
Sotheby's

Attachment J, Exhibit 1

Financial Due Diligence



Neil McCarthy is a [REDACTED] with [REDACTED] and has worked as both an investment banker and government regulator during his career. He served as a [REDACTED] in the [REDACTED] at [REDACTED] in the [REDACTED] at [REDACTED] and at [REDACTED] the United States Treasury

Department where he assisted in the investigation and prosecution of savings and loan cases.

Neil specialized in mergers & acquisitions law at [REDACTED] and in business law at [REDACTED] and has also worked with several technology start-ups and founded [REDACTED], an information service for large law firms and public companies. He is a graduate of Harvard Law School and Bowdoin College.

Compliance

JoAnn McNeill is the [REDACTED] and [REDACTED] at [REDACTED] and is responsible for the implementation and monitoring of all Human Resource policies for the firm. Ms. McNeill works with in-house counsel and labor attorneys regarding State and Federal Department of Labor laws.



Ms. McNeill oversees and manages all hiring, promotions and terminations at [REDACTED] and ensures that the processes are compliant with the applicable federal and state laws. She verifies all administrative due diligence ranging from polygraphs and drug testing to criminal history searches.

In addition, Ms. McNeill is responsible for ensuring that appropriate due diligence is performed on new hires, all required professional licenses are current, and employee terminations are legal and compliant with applicable state and federal laws.

Ms. McNeill previously worked for [REDACTED] and holds a B.S. in Finance from Fairfield University.

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Senior Consultant

Judge Robert K.

Holdman is a [REDACTED] with [REDACTED]. After his retirement from the New York State Supreme Court, he was requested to serve on The Executive Advisory Committee of The National Center for Judicial Security in Washington D.C., and with The United States Marshal Service, Department of Justice.



During the decade he served as the Chief Trial Counsel for the Child Abuse/Sex Crimes Bureau, Judge Holdman investigated and prosecuted more child homicides than any other district attorney in the nation. Subsequently, he presided over the largest Gun Court and one of the largest Drug Courts in the United States.

A recipient of Harvard University's Wasserstein Public Interest Fellowship, Judge Holdman was chosen to testify before the U.S. Congress on Domestic Violence and Child Abuse and has lectured to the various

branches of the U.S. Military through the Judge Advocate General Corps. He has also lectured at the Swedish Crown Prosecutor's



National Conference and served as the keynote speaker at the Ontario Crown Prosecutors Annual Conference. He was most recently selected to be a member of the Department of Justice's *Projecto Diamante*, a program developed to transform Mexico's criminal justice system.

Judge Holdman is an alumnus of both Fordham University and the Fordham University School of Law, where he still serves as an adjunct professor. He is also on the adjunct faculty of the National College of District Attorneys and the New York Prosecutor's Training Institute.

Senior Consultant

Lenny Lemer serves as a [REDACTED] to [REDACTED]. As the former [REDACTED] of the [REDACTED], he managed Subject Matter Experts and oversaw corporate support of contracts with Federal, State, and local



organizations. He is a recognized expert in antiterrorism and intelligence gathering and dissemination with a focus on crime reduction strategies. Mr. Lemer has provided Criminal Intelligence training and mentoring services as part of the United States Department of State, International Narcotics Liaison Office, Merida Initiative.

As [REDACTED] for [REDACTED] and [REDACTED] at [REDACTED], Mr. Lemer applied his broad intelligence and operational experience to oversee the implementation of the DHS terrorism prevention strategy and Terrorism Prevention Exercise Program. A leading advocate of utilizing criminal information analysis as the core building blocks for terrorist cell identification, he served as a subject matter expert (SME) for CRA's Terrorism Assessment Center.

Before joining [REDACTED], Mr. Lemer served with the New York City Police Department managing counter-narcotics undercover investigations and as Group Supervisor for the Unified Intelligence Division of the New York Drug Enforcement Task Force. He also served as Special Advisor for Crime Control Strategies to the NYPD Police Commissioner and Special Advisor to the Director of the High Intensity Drug Trafficking Area for New York and New Jersey.



Mr. Lemer has served as 1st Vice President and President of the Hispanic National Law Enforcement Association, New York Chapter and is the recipient of the Combat Cross. He holds a Bachelor of Science in Organizational Management with Distinction.

Senior Consultant

John Otero is a [REDACTED] with [REDACTED] A [REDACTED]



he has over twenty years progressive experience in law enforcement, including over a decade at the managerial level specializing in high technology crimes and data security.

As head of the New York City Police Department's Computer Crimes Squad, Mr. Otero led and managed the Online Crimes Module, Computer Forensic Investigations Module, and the Investigations Module.



Mr. Otero worked closely with federal, state, and local law enforcement agencies to solve computer related crimes and to develop an information-sharing network.

Mr. Otero has earned his Master's Degree from Seton Hall University and maintains top-secret clearance from the FBI. He co-authored the Computer Crime Investigation Handbook for the NYPD and contributed to the Investigative Uses of High Technology, a cyber investigations book for law enforcement by the National Institute of Standards and Technology. In addition, he was selected by the National White Collar Crime Center to assist them in developing their Basic Online Technical Skills (BOTS) course.

Mr. Otero currently is an [REDACTED] and [REDACTED] for the [REDACTED].

Managing Director

John Fleming is the [REDACTED] with



responsibility for portfolio management, security reviews and vulnerability assessments. A former highly-decorated robbery and homicide detective, he retired from the elite NYPD Intelligence Division with the prestigious rank of Detective First-Grade, the highest merit-awarded rank in the department. His cases have

been featured on numerous television shows over the years, including *Law & Order*, *America's Most Wanted* and *CSI*.

While assigned to the Intelligence Division, he coordinated personal security and confidential investigations for former NYC Mayor Rudy Giuliani. He has traveled throughout the U.S., the Middle East and Europe conducting security planning with foreign government agencies, local and state law enforcement and the U.S. Secret Service.



Before joining [REDACTED], Mr. Fleming worked in senior management positions in both the private and government sectors including as the Executive Assistant to the Mayor of Yonkers, NY. He is also considered a Subject Matter Expert (SME) for recruitment and deployment strategies for both Department of State and Department of Defense task orders targeting Central Asia, the Middle East and the Horn of Africa.

He has most recently developed unique defensive strategies regarding Active Shooter training programs for corporations, retail locations and colleges.

Director of Investigations

Michael DePaolis brings an extensive and varied investigative background to the firm. He is a retired Homicide Detective with the NYPD, working on many highly sensitive assignments while developing intelligence vital to the safety and security of the City of New York.



Mr. DePaolis has received extensive formal training with the NYPD, Drug Enforcement Agency, and the Bureau of Alcohol, Tobacco and Firearms and is a graduate of the Homicide Investigation School and The Joint Federal

Task Force Training Center in New York.

In his capacity as [REDACTED], Mr. DePaolis oversees all domestic and international investigations. He develops case strategy, assembles and supervises the research team and works closely with BRC's legal counsel and compliance officer. He also coordinates and manages all overseas protection assignments. Mr. DePaolis assesses the threat level, devises operational strategy and ensures the safety of BRC's clients while abroad.



Mr. DePaolis manages a wide spectrum of investigative assignments for the company ranging from investigative due diligence, corporate espionage, insurance fraud, and criminal matters. He also serves as liaison to BRC's national and international strategic partners.

Senior Consultant

John McManus is a [REDACTED] to [REDACTED] who rose to the rank of Assistant Chief in the NYPD before retiring to become the Director of Security at the World Trade Center/Port Authority of New York & New Jersey. While there, he was responsible for all security operations and emergency planning during the initial rebuilding phase at Ground Zero.



While at the NYPD, Chief McManus served as Executive Officer to the Chief of Department and as the Commanding Officer of the NYPD Operations Division, the specialized unit responsible for the security planning of all major events in New York City including the NYC Marathon, New Year's Eve in Times Square, the U.N. General Assembly, the St. Patrick's Day Parade, the World Series and the Super Bowl parades on Broadway. Chief McManus also managed the department's

Emergency Operations Center (EOC) which manages large scale emergencies or special events.



A recognized expert in special event security planning, his academic achievements include a Masters Degree in Communication Arts from the N.Y. Institute of Technology and a Certificate in Police Management from the Columbia University Graduate School of Business. He maintains a Top Secret (SCI) National Security Clearance.

Senior Consultant

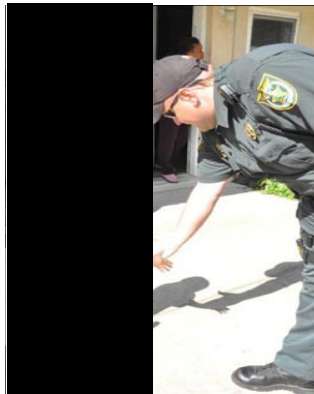


James E. McCabe, Ph.D.

is a [REDACTED] with [REDACTED]. A nationally recognized expert on police training and operations, he is currently an [REDACTED] of [REDACTED] at [REDACTED] in [REDACTED] and a 21-year veteran of the New York City Police Department.

During his NYPD career, Dr. McCabe held numerous assignments including the Commander of the Office of Labor Relations, Training Bureau and the Police Academy as well as numerous other operational and managerial assignments, retiring with the rank of Inspector. His research interests include police organizational behavior, police-community interactions and how the dynamics of quality-of-life enforcement affects crime levels and community safety.

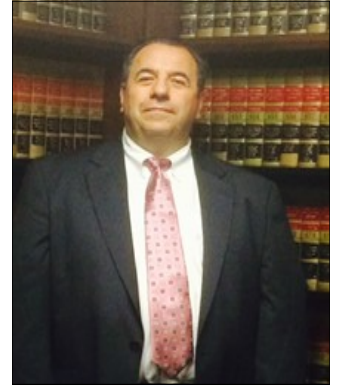
Dr. McCabe has a BA in Psychology from Queens College, and an MA in Labor Studies from Empire State College and Criminal Justice from John Jay College. He earned his Ph.D. in Criminal Justice from the CUNY Graduate Center. He is graduate of the FBI National Academy and Executive Programs at Columbia University's Police Management Institute and the JFK School of Government at Harvard University.



General Counsel

Thomas Cascione, Esq.

serves as [REDACTED]. A former Assistant District Attorney in Bronx County, he is a practicing attorney in both New York and Florida and is admitted in a number of Federal District Courts.



Currently a [REDACTED] in the NYC law firm of [REDACTED], he specializes in Wrongful Death, Medical Malpractice, Product Liability, Auto Premises and Construction Claims. He has served as an [REDACTED] and [REDACTED] in [REDACTED] for [REDACTED] and [REDACTED].

Mr. Cascione holds membership in the American Bar Association, the Westchester County Bar Association, the New York County Lawyers Association, the Florida Bar and the Columbian Lawyers Association.

What our clients are saying about our Litigation Support Services...

"Brosnan Risk Consultants consistently provides superior investigative services to suit the varying needs of our patent clients. I highly recommend their services and staff."

**-Louis C Paul, ESQ.
Cohen, Tauber, Spievack and Wagner, LLP**

"I can say, unequivocally, that Brosnan has exceeded my expectations in every engagement. At the most basic level, the principals possess the highest level of integrity."

**-Montgomery Delaney
Laub, Delaney, DiBlasi LLP**

"From the start, I've been impressed with the depth of knowledge and resources I've been able to tap into with Mr. Brosnan and his staff of Investigators. They have been invaluable in helping us locate crucial witnesses and information for our client's cases. We always receive frank advice and support at all the points when we needed it most."

**- Donald Feerick
Feerick, Lynch, MacCartney, PLLC**

Senior Consultant



Patrick Harnett is a [REDACTED] with [REDACTED] and has been a police management and security consultant for more than a decade. He was the managing director of The [REDACTED], the consulting company owned by [REDACTED], the [REDACTED]. He has led teams performing

organizational and operational assessments of numerous law enforcement agencies across the nation and managed several long-term police consulting projects in Central America. He led assessment teams at a number of educational institutions including the University of Chicago, Brown University, the University of Southern California (USC) and the Philadelphia public school district. He was also the primary

expert in establishing and retooling CompStat procedures in various cities in NY.

As Chief of Police in Hartford, Connecticut, he established and ran a CompStat process and completed a major overhaul of the police department.

His Neighborhood Policing Plan brought the police and community closer together, increased accountability of police supervisors and received wide acclaim from the Hartford community for historic reductions in crime.

Mr. Harnett retired from the NYPD as a three-star Chief of the Transportation Bureau. As Chief of the Narcotics Division, he developed and implemented a highly successful "turf based" narcotics enforcement strategy that ultimately resulted in the dismantling of nearly 1,000 drug gangs. He brought narcotics investigative units, notorious for working independent of department goals, into the CompStat process to enhance declines in crime.

During his 32-year NYPD career, he served in a variety of patrol and investigative positions. He implemented NYPD's Crime Stoppers Hotline and commanded the Department's Major Case Detective Squad. He was also the Commanding Officer of the Emergency Service Unit, the tactical SWAT and Rescue component of the NYPD. He also served as executive officer to the Chief of Department, playing an instrumental role in the extensive reforms of the NYPD.

Attachment I Exhibit 1

Senior Consultant

Frank E. Rodgers is a [REDACTED] with [REDACTED]

He retired as the Deputy Superintendent of the New Jersey State Police in 2007 at the rank of Lt. Colonel after twenty-five years of service. During his tenure as the Deputy Superintendent of Investigations, he directed the development of the "Practical Guide to Intelligence Led Policing" which was published by the Center for Policing and Terrorism at the Manhattan Institute and was adopted by the U.S. Department of Justice as a national model for conducting law enforcement operations.



Lt. Colonel Rodgers, currently a [REDACTED] to [REDACTED]

serves as the President of the Advisory Council of the New Jersey Public Safety Accreditation Coalition and is certified as an Assessor for the Commission on Accreditation for Law Enforcement Agencies (CALEA). He is recognized by the Superior Court of the State of New Jersey and the United States District Court as an expert in law enforcement procedures, policy, training and supervision, and founded the Center for Public Safety & Security at the Richard Stockton College of New Jersey.



Lt. Colonel Rodgers holds a MA in Education from Seton Hall University, is a graduate of the FBI National Academy and co-authored the Internal Affairs Investigations Manual for Investigators. He is also the recipient of the New Jersey State Police's highest award, the Trooper of the Year, for his exemplary criminal investigative work.



A Healthy Start in New York



PROOF OF INTERNET SERVICE

Attached in Exhibit 1 is documentation of internet access availability at the following facilities:

- ❖ Newburgh Manufacturing – *see* Appendix 1, page 1.
- ❖ Manhattan Dispensary – *see* Appendix 1, page 2.
- ❖ Albany Dispensary – *see* Appendix 1, page 3.
- ❖ Syracuse Manufacturing – *see* Appendix 1, page 4.
- ❖ Syracuse Dispensary – *see* Appendix 1, page 4.
- ❖ Rockland Dispensary – *see* Appendix 1, page 5. We have included screen shots of the website, and a copy of a current bill, from Optimum — an internet service provider. Each indicates that there is an active internet account at that facility (45 Hemlock, Drive Congers, New York).

Time Warner Cable Survey Letter

Date: 05/08/15

Dear: Geoffery Nesbitt

Address: 1978 Route 300,12550

As requested, the following is an estimate of the cost to provide services currently including video,highspeed and phone at the above mentioned address

	Aerial	Underground
Footage:	909	0
Cost per foot:	\$5.17	\$9.51
Initial construction cost: {C}	\$4,699.53	\$0.00
Homes requesting service: (LE)	1	1
Franchise Requirement: (P)	20	20
Cost per mile: (CA)	\$27,297.60	\$50,212.80
TWC Contribution	\$1,364.88	\$2,510.64
% Type of Line Extension Build:	100.00%	0.00%
Total Cost Allowance: (CA/P)	\$1,364.88	\$0.00
Your Cost: (SC)	\$3,334.65	\$0.00

Total \$3,334.65
SC = (C/LE) - (CA/P)

Should you desired us to proceed with this construction, you would have to forward the full amount of this estimate to this address in the form of a check or money order. The amount projected is a best estimate to consider actual costs but does not include the cost, if any, of additional utility company make-ready costs that may be required and are not within Time Warner's control or the additional costs related to fiber extensions. This estimate of Time Warner's construction cost may be modified with customer's approval for any additional costs incurred or overages due.

For your reference, the aforementioned calculations were completed in accordance with the rules and regulations of the Public Service Commission. If you have any questions regarding this survey please feel free to contact us at 845-695-7622.

Sincerely,

Time Warner Cable
2778 State Route 52
Liberty NY 12754

Lauricella, Richard

From: Deeb, Robert [robert.deeb@twcable.com]
Sent: Thursday, June 04, 2015 11:47 AM
To: Lauricella, Richard
Subject: - Proof of Internet services 135 W 50th Street

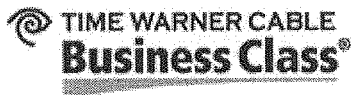
Richard,

135 W 50th Street, NY, NY is serviceable and considered ON-NET for Time Business Class voice and data products.

Best Regards,

Bob Deeb

Account Manager II
Time Warner Cable Business Class
20 Century Hill Drive, | Latham, NY 12110
(518) 640-8824: office
[REDACTED] mobile



Register & Manage Your Account: [My Account](#)



What is your disaster recovery strategy?

Ask me about TWC NaviSite, a Global and Americas Service Provider Partner of the Year at VMware Partner Exchange 2015!

For assistance with billing, service or technical support, please call 877-636-3278 so that we may address your needs.

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Lauricella, Richard

From: Deeb, Robert [robert.deeb@twcable.com]
Sent: Thursday, June 04, 2015 11:51 AM
To: Lauricella, Richard
Subject: Proof of Internet services 1845 Central Avenue, Albany, NY

Richard,

1845 Central Avenue, Albany, NY is serviceable and considered ON-NET for Time Warner Business Class voice and data products.

Best Regards,

Bob Deeb

Account Manager II
Time Warner Cable Business Class
20 Century Hill Drive, | Latham, NY 12110
(518) 640-8824: office
[REDACTED]: mobile



Register & Manage Your Account: [My Account](#)



What is your disaster recovery strategy?

Ask me about TWC NaviSite, a Global and Americas Service Provider Partner of the Year at VMware Partner Exchange 2015!

For assistance with billing, service or technical support, please call 877-636-3278 so that we may address your needs.

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May 29, 2015

To whom it may concern,

Verizon can provide Verizon FIOS Internet at Barone Gardens, 6220 South Bay Rd. and 6200 South Bay Rd. Cicero, NY 13039.

Respectfully,

M. McCoy

Verizon FIOS Representative



Online Ordering
I want to exit this order flow



• En Español
• Optimum.net

Search Customer Support

GO

Optimum Products & Services

Multiple Matches Found

We have found more than one possible match for your address in our system.

Provided Address:

45 Hemlock Drive

ZIP Code: 10920

[Change](#)

Possible Matches:

Please select your address from the list below, then click **Continue**:

☒ 45 HEMLOCK DR STE 2
CONGERS , NY 10920-1401

☐ 45 HEMLOCK DR STE 1
CONGERS , NY 10920-1401

☐ 45 HEMLOCK DR STE 4
CONGERS , NY 10920-1401

☐ 45 HEMLOCK DR STE 3
CONGERS , NY 10920-1401

☐ My address is not listed here

Continue

If your address is not listed, use the [Change](#) link above to go back and provide additional information or try a different address.

If you continue to receive this message, it is possible Cablevision is not your local service provider. To identify the cable service provider in your area, please call 1-866-282-2007 or visit [CableMover.com](#).

If you require assistance, please contact us at 1-866-218-3259 .

WANT TO TALK?



Talk now
We'll call you



Call us at
1-866-218-3259



Live chat
Click to chat

loading
X Close



Online Ordering
I want to exit this order flow

 **Account Center**

 **Help & Support**

• [Optimum.net](#)

Optimum Products & Services



Active Service Identified

We have detected active Optimum services at this address. For assistance with placing an order for Optimum services at this address, please call us at 1-866-218-3259 or click here to sign-in using your Optimum ID to upgrade.

loading
X Close

Search Customer Support

GO

WANT TO TALK?



Talk now
We'll call you



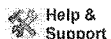
Call us at
1-866-218-3259



Live chat
Click to chat



Online Ordering
I want to exit this order flow



• Optimum.net

Select Your
SERVICE

OPTIONS

CONTACT INFO

INSTALLATION

SUBMIT ORDER

Step 1 (cont'd): Select Your Service Package



Optimum Online

Optimum Online Packages

- ☐ Optimum Online
Get speeds up to 15 Mbps downstream and 5 Mbps upstream so you can download music, stream movies or just browse the Internet at blazing fast speeds.
[Learn more](#)

Monthly Charge

\$39.95

Don't see what you're looking for? Call us! **1-866-218-3259**

Search Customer Support

GO

WANT TO TALK?



Talk now
We'll call you



Call us at
1-866-218-3259



Live chat
Click to chat

SHOPPING FOR SERVICES FOR:

45 HEMLOCK DR STE 2
CONGERS, NY 10920-1401
Change

YOUR ORDER:



Offers are subject to availability and qualification, including satisfactory credit history, and may vary by area.

loading
X Close

optimum.

PAGE 1 OF 4

Service for

Account Number: [REDACTED]

UNITED STRUCTURAL WOR
45 HEMLOCK DR STE 1
CONGERS NY 10920

Your Monthly Statement

Billing Period	Due Date	Amount
05/22 - 06/21	June 05, 2015	\$443.70

Your Account Summary**Includes Payments Received By 05/18/15**

Any payments and other activities after this date will be on the next bill.

Previous Balance and Payments

Balance Last Statement	\$443.70
Payment(s) - Thank You	-\$443.70 cr
Previous Balance	\$0.00

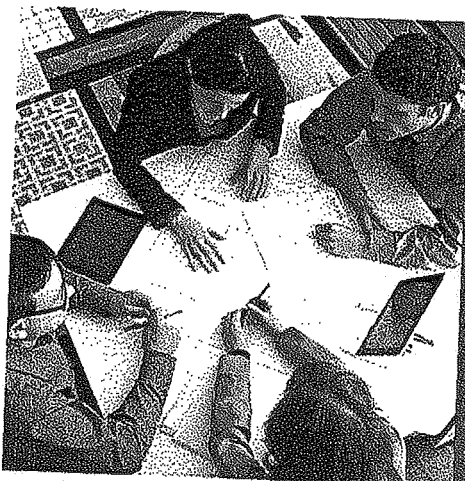
New Bill Activity

Current Monthly Charges	\$438.33
(Includes credits and adjustments since last statement)	
Total Taxes & Fees	\$5.37

Total Amount Due by June 05, 2015 **\$443.70**

Total Savings this month = \$30.00. Please see page 3 for details.

003487 1/2



Become an Optimum hotspot today.

Visit the Optimum Business account center at optimum.net/business to learn more.

Available to Optimum Online customers.
Restrictions apply.



optimum
WiFi

selected, lines on your account from your office or on your mobile device. It's that easy. To activate the Optimum Business Account Center at optimum.net/business or call 866-221-8777 for more details.

Optimum Information

Your FCC Community ID# is FCCNY0449.

Optimum Voice subscriber fee information: 10% of the Optimum Voice fee is attributable to Optimum Voice homepage (voice-capable email and website) and 23% of the fee is attributable to the other calling features. The fee also includes an E-911 surcharge of up to \$.35 for each line and \$10.88 of NY sales tax for intrastate service. For purposes of calculating the NY sales tax, 26.8% of the net fee (the fee less the E-911 surcharge and sales tax) is attributable to interstate/international service. For NY tax purposes the bundled discount is allocated 46.0% to TV, 34.1% to internet and 19.9% to phone.

Optimum Stores/Payment Locations

You may pay your bill at optimum.net or at any of our Optimum Stores. For store hours by location go to optimum.net/stores.

Optimum Store Near You:

235 West Nyack Road, West Nyack, NY 10994

Mail your payment to: PO box 9256 Chelsea MA 02150-9256

To make changes to your account or pick up new equipment, you need to be an authorized user. This means that your name must be listed on the account, and to ensure account security, you will need to present a photo ID.

To find other locations where you can make a payment on your Optimum account, contact any of the following:

IPP-877-PAY-AT-IPP (877-729-2847)

Western Union 1-800-354-0005, option 5 or westernunion.com

Pay-O-Matic-888-PAY-3773 (888-729-3773)

Checkfree Pay 1-855-578-6415 or checkfreepay.com

Please return this section with your payment. Be sure the address below is in the return envelope window.

optimum.

Mailing Your Payment

Account Number: [REDACTED]
Payment Due Date: June 05, 2015
Total Amount Due: \$443.70

Amount Enclosed \$ [REDACTED]

Make checks payable to Optimum.

000-05-15-D-C



OPTIMUM
PO BOX 371378
PITTSBURGH PA 15250-7378

07873 229939 01 8 5 044370
Attachment K, Exhibit 1

UNITED STRUCTURAL WOR

Account Number: [REDACTED]

Total Amount Due: \$443.70

Your Account Details

BALANCE LAST STATEMENT **\$ 443.70**

PAYMENTS

05/04 Payment-Thank You -443.70 cr
Total Payment(s) - Thank You - \$443.70 cr

TV

05/22 - 06/21 Optimum Business 64.95
 1 Cable Box(es) 7.80
 (At \$7.56 each and remote(s) at \$0.24 each)
 Surcharge 5.98
 Sports and Broadcast TV
Total TV \$ 78.73

INTERNET

05/22 - 06/21 Optimum Online 59.95
 Optimum Online 59.95
 Additional Modem
 (Monthly service fee for an additional household modem)
 Ultra 101 50.00
 Static IP 10.00
 (5 usable IP addresses)
 (Requires Boost Plus or Ultra)
Total Internet \$179.90

PHONE

05/22 - 06/21 Optimum Voice 179.70
 (At \$29.95 per line)
 (A value of \$34.95 per line)
 (Includes over 20 features, applicable taxes & fees)
 Incl. \$5.00 Promotional Savings per line
Total Phone \$179.70

TAXES & FEES

05/22 - 06/21 TV Taxes and Fees 5.29
 FCC User Fee 0.08
Total Taxes & Fees \$ 5.37

Total Amount Due \$443.70

Your Monthly Savings = \$30.00


Look in the billing sections on this page to see your monthly savings highlighted in blue.


Plus you have access to lots of extra benefits at no additional cost. Learn more at optimum.net.


Customer Service


Be sure to check out optimum.net first, for answers to all your questions.


Need more help?

 **Online Products & Support**
 Online bill pay, optimum.net/billpay
 Channel line up, optimum.net/lineups
 Live chat, optimum.net/livechat
 Email, optimum.net@optimum.net
 Help, www.optimumhelp.com
 Add services, www.optimumaddservices.com

 **Optimum Stores**
 For a store nearest you visit, optimum.net/stores

 **Important Phone Numbers**
 1-866-575-8000

 **Written Correspondence**
 Attn: Commercial Sales
 6 Corporate Center Drive
 Melville, NY 11747

 **Moving?**
 Let us make it easy.
 Visit optimum.net/moving
 or call us for special offers for movers.

003487 2/2

If any changes are made to your account during the month, partial month charges may apply. Charges for On Demand/Pay Per View (PPV) will appear on the next billing statement following your order.

On Demand/PPV purchases aren't subject to refund or credit. Use parental control features to avoid unwanted purchases.

If your monthly account balance for On Demand/PPV selections exceeds \$55 (\$175 for customers in good standing after 90 days), we reserve the right to limit additional On Demand/PPV orders.

There is an additional monthly charge for equipment, including cable boxes and remote controls. There is also a monthly fee to access premium or digital programming on additional TV sets in your home.

Your monthly bill includes all government fees. These fees are a percentage of your total monthly cable bill paid to your state and local governments under the terms and agreements with them to provide cable service. In addition, the Federal Communications Commission (FCC) collects a small fee from every cable customer to cover the administrative costs related to cable regulation. TV Taxes and Fees includes payments required under Cablevision's franchise agreement to support public, educational or government channels.

The Senior Discount Program is available in certain NJ areas and requires proof of age and income or proof of PAAD (Pharmaceutical Assistance to the Aged & Disabled). Qualified seniors may be eligible for a discount on Broadcast Basic or Family Cable service. For more information and availability, please speak with a Customer Support representative.

Payment Information

Authorization to convert your Check to an electronic funds transfer:

By sending your check to us as payment, you authorize us either to use info from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

Payment is due by the date indicated on the front of your bill.

Payments not received within 30 days may be sent to collections and within 60 days will incur a \$10 late fee. You'll receive written notice of service interruption for non-payment.

Payments can be made at no charge through our automated phone system by calling Customer Support. Follow the phone prompts to set up an automated payment by check or credit card. Entering your Optimum account number and zip code authorizes an ACH debit entry to your bank account that can only be revoked by speaking with a Customer Support representative.

If your service is interrupted for non-payment, payment of the past due amount and applicable reconnection charges is required before service is restored. Service interruption will affect TV, Internet, and phone services. Reconnection will be done on the next available appointment.

You're responsible for lost, damaged or unreturned equipment and will be charged the full replacement fee (Digital Video Recorder - \$265, Cable Box - \$105, Tuning Adapter - \$140, Remote Control - \$2.50, Smart Card - \$75, CableCARD - \$40, Cable Modem - \$100, Wireless Router - \$80, Static IP Router - \$299, Voice Enabled Modem - 4 port \$100; 12 port \$750, SIP Trunk Interface Device - \$750).

If your bank returns your check unpaid, you'll incur a \$20 fee.

Service Information

If you're experiencing an issue with service:

1. Be sure all of your equipment is plugged in and powered on.

2. For TV issues:

A) Check that your TV is on the correct input for your digital cable box by pressing the SOURCE, INPUT or TV/VIDEO button on the remote that came with your TV or the actual TV itself.

B) Reboot your cable box. Unplug the power cord from the back of the cable box, wait 5 seconds then plug it back in. When you see "turn" and "on" alternating on the front panel, turn it back on. When a channel or time is displayed on the front panel you are ready to watch TV.

3. For phone/internet issues:

A) Reboot your modem and router (if you have one). To do this, unplug the power from your modem and battery backup if you have one. Then unplug the power from your router. Wait 5 seconds, then plug the modem back in. It may take a minute to fully restart. If you're using a battery backup, reconnect it to the modem now. Plug the router back in, wait 30 seconds, then check your connection by opening a web browser.

4. If you are still having a problem, visit optimum.net/support for information.

If you have a cable-related outage that lasts for more than three consecutive hours, you'll receive full credit on your bill for the time lost provided you contact us within 30 days of the outage.

Parental Control: Your cable box allows you to block one or more channels and On Demand/Pay Per View purchases. For information, visit optimum.net/parentalcontrol or optimum.net.

Closed Captioning: For immediate closed captioning issues, contact us: 888-420-0777 (phone), 631-846-5349 (fax) or optimum@mailca.custhelp.com. Written closed captioning complaints should be sent to the address on the front of your bill, attn Marian O'Hagan, Director, Shared Services, 631-846-5360 (phone), 516-803-2040 (fax) or mohagan@cablevision.com.

TIMELINE

PRODUCTION SCHEDULE		
Weeks post-announcement	Syracuse Site	Newburgh Site
Pre-announcement	Prepare secure, concrete wall growing 'pods' (to be used for mother stock production and test production of medical marijuana)	
0	Registered organization announcement – begin installation of security equipment and greenhouse equipment specific to medical marijuana production	Registered organization announcement – begin construction
+1	Receive initial propagation material of selected medical marijuana cultivars ('clones'). Begin mother stock production (concrete pods)	
+4	Plan first production of plants for production of test material for use in test extractions (concrete pods)	
+10	Facilities adaptation complete. Propagate cuttings ('clones') from mother stock (greenhouse)	
+12	Transplant young plants (greenhouse)	
+14	Initiate flowering phase (greenhouse)	
+14	Harvest first crop of test material to be used in test extractions. Additional test material harvested week +16, +18 and +20. (concrete pods)	
+14	Test extractions begin	
+22		Construction complete. Greenhouse ready for first crop.
+22	Test extractions completed.	

PRODUCTION SCHEDULE		
Weeks post-announcement	Syracuse Site	Newburgh Site
	Production extraction protocol completed.	
+23	<i>First crop</i> medical marihuana ready for harvest from this site. Subsequent harvests weekly. (greenhouse)	Propagate cuttings ('clones') from mother stock.
+25	Extraction of first harvest.	Transplant young plants.
+27	Submit packaged samples to state-approved lab for testing	Initiate flowering phase.
TBD	Product available for sale – date determined by lab testing time	
+36		<i>First crop</i> medical marihuana ready for harvest from this site. Subsequent harvests weekly.



A Healthy Start in New York



APPLICANT’S STATEMENT RE. COMPLIANCE AND LETTERS OF SUPPORT

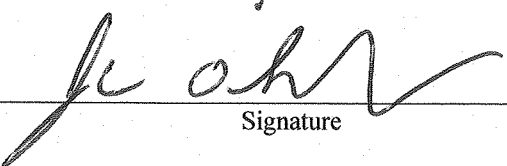


A Healthy Start in New York



ATTACHMENT M: MEDIGRO ORGANICS, LLC

I hereby certify that, as is evidenced by the attached Application for Registration as a Registered Organization and accompanying documentation, Medigro Organics, LLC, is able and intends to comply with all applicable state and local laws and regulations relating to the activities in which it seeks to engage under the registration. Such laws and regulations shall include, but are not limited to, the Compassionate Care Act and 10 NYCRR Part 1004.


Signature


Date

James O'Sullivan, Principal Member
Medigro Organics, LLC



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO
Supervisor

845-564-4552

Fax: 845-566-9486

e-mail: supervisor@townofnewburgh.org

June 2, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

Re: Medical Marijuana Program Application of Medigro Organics, LLC
Proposed Manufacturing Facility at 1978 Route 300, Town of Newburgh, Orange
County, New York

Dear Sirs:

I write in connection with the above application.

Please let this letter serve to confirm the Town of Newburgh Town Board's support for the location of the proposed medical marijuana manufacturing facility of Medigro Organics, LLC at 1978 Route 300, in the Town of Newburgh. The site is zoned for agricultural use, has been approved for a 48,000 square foot greenhouse and, at 58.6 acres, is sizable enough to accommodate expansion.

Thank you for your consideration.

Sincerely,

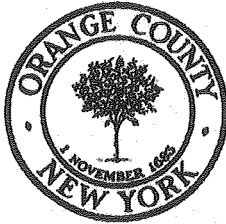
TOWN OF NEWBURGH

By: 

Gilbert J. Piaquadio,
Supervisor

GJP/cm

cc: Steven M. Neuhaus, County Executive
Wayne C. Booth, Deputy County Executive
Town Board Members
Town Clerk
Town Assessor



STEVEN M. NEUHAUS

COUNTY EXECUTIVE

June 3, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

I write to express my support of Medigro Organics (Medigro). Medigro has two sites proposed for growing medical marijuana and has four planned dispensaries. One of their grow sites is located in Orange County, New York. Medigro indicates they will be able to supply those in need, securely and safely. They have also advised me that they are committed to hiring locally, including the recruitment of unemployed veterans, something particularly important to me.

The principals of Medigro are established New York businessmen, one with Rockland County's [REDACTED] and the other with a [REDACTED] in [REDACTED] that employs 168 full time employees. Those two principals, Jim O'Sullivan and Cormach Murrihy, are self-financing this business, using money made in New York State. Their business sense coupled with their dedication is a formula for success.

In addition, Medigro has teamed with Brosnan Risk Consultants (Brosnan) to provide security in all aspects of the operation. Brosnan is operated by decorated former police officers and officials. I am advised in particular that Ed Hartnett, the President of Brosnan, served as the commanding officer of the joint drug enforcement task force.

It is my strong hope that Orange County will be selected by the State as the home of a Registered Organization under the Compassionate Care Act. I know that Medigro's application is strong and competitive and I encourage the State to see those strengths and I look forward to this law's being a great success for New York's patients in need of this type of treatment.

Sincerely,

Steven M. Neuhaus
County Executive

FRANK K. SKARTADOS
Assemblyman 104th District

Dutchess, Orange, and
Ulster Counties

THE ASSEMBLY
STATE OF NEW YORK



COMMISSIONS
Chairman of Legislative Commission
on Rural Resources
COMMITTEES
Agriculture
Economic Development, Job Creation,
Commerce and Industry
Local Governments
Small Business
Tourism, Parks, Arts & Sports Development
Transportation
Development and Farmland Protection

June 2, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, New York 12204

To Whom it May Concern:

I write to express my support of Medigro Organics (Medigro). As you know, I have been an advocate for Medical Marijuana, and have sponsored this legislation since I was elected. Finally, those in need will have access to this medicine. I trust that Medigro will be able to supply those in need, securely and safely. Medigro has two sites proposed for growing medical marijuana and has four planned dispensaries. One of their grow sites is located in my district in the Town of Newburgh, New York. I have toured the site and am eager to see the business up and running. I am impressed by their commitment to use local resources and to hire locally, including recruiting unemployed veterans.

The principals of Medigro are established New York businessmen, one with Rockland County's [REDACTED] and the other with a [REDACTED] in [REDACTED] that employs 168 full time employees. Those two principals, Jim O'Sullivan and Cormach Murrihy are self-financing this business, using money made in New York State. Their business sense coupled with their dedication is a formula for success.

In addition, Medigro has teamed with Brosnan Risk Consultants (Brosnan) to provide security in all aspects of the operation. Brosnan is operated by highly decorated former police officers and officials, in fact Ed Hartnett, the President of Brosnan, served as the commanding officer of the joint drug enforcement task force.

I am confident and delighted to offer my support of Medigro Organics and look forward to welcoming this business in my district!

Respectfully,

A handwritten signature in black ink, appearing to read "Frank Skartados".

Frank Skartados
104th Assembly District

Independent Democratic Conference Whip

Chair
Social Services

Committees:

Alcoholism and Drug Abuse
Energy and Telecommunications
Infrastructure and Capital Investment
Insurance
Investigations and Government Operations
Mental Health & Developmental Disabilities
Racing, Gaming and Wagering
Rules
Veterans, Homeland Security
and Military Affairs

**THE SENATE
STATE OF NEW YORK**



DAVID CARLUCCI
SENATOR, 38TH DISTRICT

Albany Office:
Room 311, LOB
Albany, New York 12247
(518) 455-2991
Fax (518) 426-6737

Rockland Office:
20 South Main Street
New City, NY 10956
(845) 623-3627
Fax (845) 708-7701

Westchester Office:
2 Church Street, Ste. 210
Ossining, NY 10562
(914) 941-2041
Fax (914) 941-2054

E-Mail Address:
Carlucci@nysenate.gov

June 2, 2015

**New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, New York 12204**

To Whom it May Concern:

I write to express my support of Medigro Organics. I understand that Medigro will open a medical Marijuana dispensary in Rockland County.

I trust that Medigro will be able to supply those in need, securely and safely. The principals of Medigro are established New York businessmen, one with Rockland County's [REDACTED] and the other with a [REDACTED] in [REDACTED] that employs 168 full time employees. Those two principals, Jim O'Sullivan and Cormach Murrihy are self-financing this business, using money made in New York State. Their business sense coupled with their dedication is a formula for success.

In addition, Medigro has teamed with Brosnan Risk Consultants (Brosnan) to provide security in all aspects of the operation. Brosnan is operated by highly decorated former police officers and officials, in fact Ed Hartnett, the President of Brosnan, served as the commanding officer of the joint drug enforcement task force.

I fully support the application of Medigro and I look forward to welcoming this business.

Very truly yours,

A handwritten signature in black ink, appearing to read "David Carlucci".

Senator David Carlucci

Town Council

Bill Meyer, Deputy Supervisor
Vern Conway
Mike Becallo
Mark Venesky
Dick Cushman

Supervisor

Jessica Zambrano
(315) 699-1414

**Highway Superintendent**

Christopher J. Woznica
(315) 699-2745
Fax (315) 699-2746

Town Clerk

Tracy M. Cosilmon
(315) 699-8109

Receiver of Taxes

Sharon M. Edick
(315) 699-2756
Fax (315) 699-9562

TOWN OF CICERO

COUNTY OF ONONDAGA

8236 Brewerton Road, Cicero, New York 13039 • FAX 315-699-0039 • e-mail: jzambrano@ciceronewyork.net

June 4, 2015

To whom it may concern:

Medigro Organics LLC has applied to the State of New York for a license to start up a program to include the cultivation, manufacture, and dispensing of medical marijuana within state boundaries. Medigro has entered into a contingency lease arrangement with Barone Gardens, a well-established plant cultivation enterprise and retail business in the Town of Cicero, to grow and manufacture the marijuana plants should a license be granted.

I trust that Medigro and Barone will be able to manufacture this product for those in need in a safe and secure manner. The principals of Medigro are established New York businessmen, one with Rockland County's [REDACTED] and the other with a [REDACTED] in [REDACTED] that employs 168 full-time employees. I believe their business experience coupled with the knowledge and expertise of Barone Gardens in the horticulture industry, is a formula for success.

As a registered nurse, I support a medical marijuana program and am gratified that the State of New York is moving forward to meet the needs of individuals who could benefit from this treatment option. Additionally, having cultivation and manufacturing center in the Town of Cicero will no doubt boost our economic development with jobs and increased business activities.

I am confident that this collaboration between Medigro Organics LLC and Barone Gardens will be very successful and offer my full support of this program. We look forward to welcoming this new business in the Town of Cicero.

Sincerely,

Jessica Zambrano
Cicero Town Supervisor

Youth Bureau
Parks and Recreation
(315) 699-5233

Comptroller
(315) 699-2759

Assessor
(315) 699-1410
Fax (315) 699-2758

Zoning and Planning
(315) 699-2201
Fax (315) 699-2265



ALBERT A. STIRPE, JR.
Assemblyman 127th District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

COMMITTEES
Agriculture
Alcoholism and Drug Abuse
Economic Development, Job Creation,
Commerce and Industry
Higher Education
Tourism, Parks, Arts and
Sports Development

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, New York 12204

June 1, 2015

Dear Sir or Madam:

I write to express my support of Medigro Organics (Medigro). Medigro has two sites proposed for growing medical marijuana and has four planned dispensaries. One of their grow sites, as well as a dispensary, is located in my district in Cicero, New York. The head grower, John Barone, is an established business man with a thriving horticulture business.

By partnering with the principals of Medigro, I trust this business will be run soundly, securely, and successfully. The principals of Medigro are established New York businessmen, one with Rockland County's [REDACTED] and the other with a [REDACTED] in [REDACTED] that employs 168 full time employees. Those two principals, Jim O'Sullivan and Cormach Murrihy are self-financing this business, using money made in New York State. Their business sense coupled with John Barone's experience is a formula for success.

In addition, Medigro has teamed with Brosnan Risk Consultants (Brosnan) to provide security in all aspects of the operation. Brosnan is operated by highly decorated former police officers and officials, in fact Ed Hartnett, the President of Brosnan, served as the commanding officer of the joint drug enforcement task force.

I am confident and delighted to offer my support of Medigro Organics and look forward to welcoming this business in wonderful Cicero, New York!

Sincerely,

Hon. Albert A. Stirpe, Jr.



Paula A. Mahan
Town Supervisor

TOWN OF COLONIE
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

Public Operations Center
347 Old Niskayuna Road
Latham, New York 12110

Phone (518)783-2741 Fax (518)783-2888
Planning Board Agenda (518)783-1511
www.colonie.org/pedd

Joseph LaCivita
Director

June 4, 2015

Medigro Organics LLC's
1845 Central Avenue
Albany NY 12205
Attn: Richard Luricella

Dear Mr. Luricella:

I'm writing with regard to Medigro Organics LLC's proposed medical cannabis dispensary in the Town of Colonie. Generally, the Town Board of the Town of Colonie has no objections to this proposed use in a suitable location in the Town and the Town would consider 1845 Central Avenue, Colonie, New York as such a suitable location.

Pursuant to the plans and other submitted materials, it is my conclusion that your proposed use of space at 1845 Central Avenue, Colonie, New York, is a permitted use. As such, should the state of New York issue Medigro Organics LLC a registration as a Registered Organization of the New York Medical Marijuana Program authorized to dispense medical cannabis, your company could proceed to operate this business at the aforementioned location without the need for a zoning change or any other variance.

Please feel free to contact me at 518-783-2741 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "J. LaCivita", with a long horizontal line extending from the end.

Joseph LaCivita
Planning and Economic Development Director



PATRICIA A. FAHY
Assemblymember 109th District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

COMMITTEES
Banks
Children & Families
Environmental Conservation
Higher Education
Tourism, Parks, Arts &
Sports Development

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, NY 12204

June 3, 2015

To whom it may concern:

I am writing in support of Medigro Organics and their plan to open a dispensary in Albany County.

The building is currently unoccupied and I am glad that a new and relevant business will come into Albany and provide much needed entry level jobs to Albany residents in addition to providing a much needed medicinal product for area residents. It is essential that those in need will be able to access the medical marijuana safely and securely and the proposed Medigro Organics dispensary is well suited to do so. The principals of Medigro are established New York businessmen, one with Rockland County's [REDACTED] and the other with a [REDACTED] in [REDACTED] that employs 168 full time employees. These two principals, Jim O'Sullivan and Cormach Murrihy are self-financing this business, using money made in New York State. Their business sense coupled with their dedication bodes well for their company's future success.

Medigro has teamed with Brosnan Risk Consultants (Brosnan) to provide security in all aspects of the operation. Brosnan is operated by highly decorated former police officers and officials, in fact Ed Hartnett, the President of Brosnan, served as the commanding officer of the joint drug enforcement task force

I am confident and offer my support of Medigro Organics and look forward to welcoming this business.

Sincerely,

Patricia Fahy
Member of Assembly



JOHN T. McDONALD III
Assemblymember 108th District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

COMMITTEES
Aging
Alcoholism and Drug Abuse
Cities
Insurance
Mental Health and
Developmental Disabilities
Real Property Taxation

June 2, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, New York 12204

To whom it may concern:

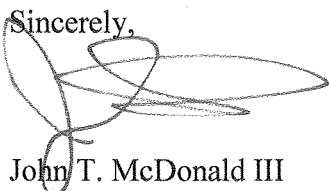
I write to express my support of Medigro Organics. I understand that Medigro will open a dispensary in Albany County.

The building is currently unoccupied and I am glad that a strong business will come into Albany, bringing jobs. I trust that Medigro will be able to supply those needs, securely and safely. The principals of Medigro are established New York businessmen, one with Rockland County's [REDACTED] and with a [REDACTED] in [REDACTED] that employs 168 full time employees. Those two principals, Jim O'Sullivan and Cormach Murrihy are self-financing this business, using money made in New York State. Their business sense coupled with their dedication is a formula for success.

In addition, Medigro has teamed with Brosnan Risk Consultants (Brosnan) to provide security in all aspects of the operation. Brosnan is operated by highly decorated former police officers and officials, in fact Ed Hartnett, the President of Brosnan, served as the commanding officer of the joint drug enforcement task force.

I am confident and offer my support of Medigro Organics and look forward to welcoming this business.

Sincerely,


John T. McDonald III
Member of Assembly



THE ASSEMBLY
STATE OF NEW YORK
ALBANY

COMMITTEES
Children and Families
Health
Insurance
Judiciary
Transportation

PHIL STECK
Assemblymember 110th District

June 3, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
Riverview Center, 150 Broadway
Albany, NY 12204

Dear Commissioner:

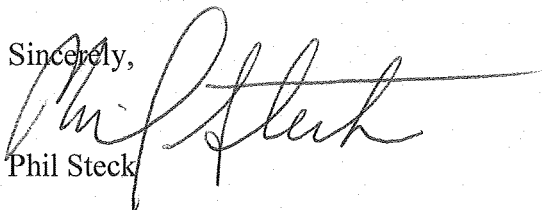
I write to express my support for Medigro Organics, LLC (Medigro). Medigro will have a dispensary in the 110th Assembly District and I trust that Medigro will supply a product for those in need – securely and safely and be a welcome addition to my district.

The Principals of Medigro are established NY business leaders. Among them, Jim Sullivan, the owner of Rockland County's [REDACTED] and Cormach Murrihy, president of a [REDACTED] in [REDACTED] Mr. Sullivan and Mr. Murrihy are self-financing Medigro with money made in New York State. Their business-sense coupled with their hardwork and dedication is a formula for success.

In addition, Medigro has teamed with Brosnan Risk Consultants (Brosnan) who are based in Bardonia, NY to provide security in all aspects of the operation. Brosnan is led by highly decorated former NYPD officers; in fact Ed Hartnett, President of Brosnan, served as the commanding officer of the Joint Drug Enforcement Task Force.

I am confident in and offer my support of Medigro and look forward to welcoming this business to my District.

Sincerely,



Phil Steck

June 5, 2015



NEIL D. BRESLIN
SENATOR, 44TH DISTRICT

LEGISLATIVE ETHICS COMMISSION

RANKING MINORITY MEMBER
INSURANCE COMMITTEE

COMMITTEES

BANKS
EDUCATION
FINANCE
HIGHER EDUCATION
JUDICIARY
RULES
ROOM 414
STATE CAPITOL
ALBANY, NEW YORK 12247
TEL. 518-455-2225
FAX 518-426-6807

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
Riverview Center, 150 Broadway
Albany, NY 12204

To whom it may concern:

I write to express my support for Medigro Organics, LLC (Medigro), which is seeking to have a dispensary in Albany, located at 1845 Central Avenue. I trust that Medigro will supply a product for those in need – securely and safely and be a welcome addition to my district.

The Principals of Medigro are established NY business leaders. Among them, Jim Sullivan, the owner of Rockland County's [REDACTED] and Cormach Murrihy, president of a [REDACTED] in [REDACTED]. Mr. Sullivan and Mr. Murrihy are self-financing Medigro with money made in New York State. Their business-sense coupled with their hard work and dedication is a formula for success.

In addition, Medigro has teamed with Brosnan Risk Consultants (Brosnan) who are based in Bardonia, NY to provide security in all aspects of the operation. Brosnan is led by highly decorated former NYPD officers ; in fact Ed Hartnett, President of Brosnan, served as the commanding officer of the Joint Drug Enforcement Task Force.

I am confident in and offer my support of Medigro and look forward to welcoming this business to my District.

Please do not hesitate to contact me if you have any further questions.

Sincerely,

Neil D. Breslin
Member of Senate



Dan Quart
Member of Assembly
73RD District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIR
Subcommittee on Museums and Cultural
Institutions

COMMITTEES
Alcoholism & Drug Abuse
Corporations, Authorities & Commissions
Consumer Affairs
Housing
Insurance
Judiciary
Tourism, Parks, Arts & Sports Development

June 3, 2015

New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway
Albany, New York 12204

To whom it may concern:

I write concerning Medigro Organics (Medigro) application for a medical marijuana license. Based upon the documents I have reviewed, I believe Medigro will be able to supply those in need, securely and safely.

The principals of Medigro are established New York business people, one with Rockland County's [REDACTED] and the other with a [REDACTED] in [REDACTED] that employs 168 full time employees. Those two principals, Jim O'Sullivan and Cormach Murrihy are self-financing this business, using funds generated in New York State.

In addition, Medigro has teamed with Brosnan Risk Consultants (Brosnan) to provide security in all aspects of the operation. Brosnan is operated by highly decorated former police officers and officials; in fact Ed Hartnett, the President of Brosnan, served as the commanding officer of the joint drug enforcement task force.

I am confident that Medigro Organics will conduct their business responsibly. Medigro is a reputable company with a strong foundation in New York State and I believe they should be strongly considered for a dispensary.

Sincerely,

Dan Quart
Assemblymember
73rd AD



Medigro Organics LLC is pleased to be considered as a Registered Organization (RO) under New York's Compassionate Care Act and is excited at the prospect of producing and dispensing medical marijuana in strict accordance with this significant statute and applicable regulations. Our interest in designation as one of New York's limited number of ROs is amplified by our understanding of the substance and benefits of the medical marijuana industry and our confidence that we have the experience and wherewithal to succeed in this undertaking. In fact, we believe that Medigro's qualifications conform precisely within your stated criteria.

As detailed in our application, Medigro offers a distinctly powerful combination of benefits that cannot easily be replicated:

The experience and resources to run a successful business in New York.

Medigro Organics LLC's principals, Cormac McCormick and James O'Sullivan, are respected, well-established New York State businessmen who have enjoyed considerable success within their respective organizations and are uniquely suited to move this enterprise to successful completion. As a New York-based company, Medigro and its principals are not an out-of-state company looking to simply "open shop in New York. McCormick and Jim have an insiders' understanding of New York State and how to do business in New York.

A self-funded business model un beholden to outside interests.

Medigro’s principals have the means to cover all capital and operating costs associated with this enterprise. Thus, we will not have obligations to – nor be influenced by – hedge funds or any out-of-state entities with agendas that may run counter to the letter and spirit of the Compassionate Care Act. No capital will be sourced from outside of New York State.

The highest premium placed on security.

Acknowledging the need to conform to the Compassionate Care Act’s exacting security provisions, Medigro has selected one of the state’s most respected security companies, Brosnan Risk Consultants, and developed a comprehensive plan designed to prevent vandalism, robbery, theft and other criminal activities that could compromise operations or the integrity of Medigro. Throughout the entire distribution chain – from greenhouse to dispensary – security will be reliable, state-of-the-art, ever-present.

A finished product that meets or exceeds the exacting requirements of certified patients.

Medigro embraces new horticultural technologies while incorporating those that have proven effective over the more than three decades of our collective experience growing various flora. We will maintain state-of-the-art facilities manned by skilled technicians with experience in producing medical marijuana products, each with a consistent cannabinoid profile.

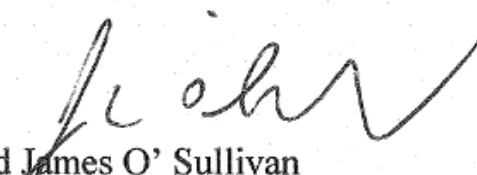

A commitment to giving back to the communities in which we do business.

Social responsibility has been a foundational principle of our respective businesses and will be sustained and expanded as a function of our success in growing and distributing medical marijuana. We would create a formal subsidy program designed to assist individuals whose financial circumstances do not allow them to realize the benefits of medical marijuana. We would staff our operations with people who live in the surrounding area – focusing our recruitment efforts on qualified veterans – and would work closely with local governments and law enforcement agencies at our production and dispensary locations to help ensure that our community ties are strong and mutually reinforcing.

We are confident that Medigro would become a respected and reliable RO, capable of making an immediate and sustained contribution in advancing the ambitious objectives of the Compassionate Care Act.

Needless to say, we would welcome the opportunity to meet with you to continue the dialogue. In the interim, please do not hesitate to contact us if you require any information beyond that discussed above or detailed herein.

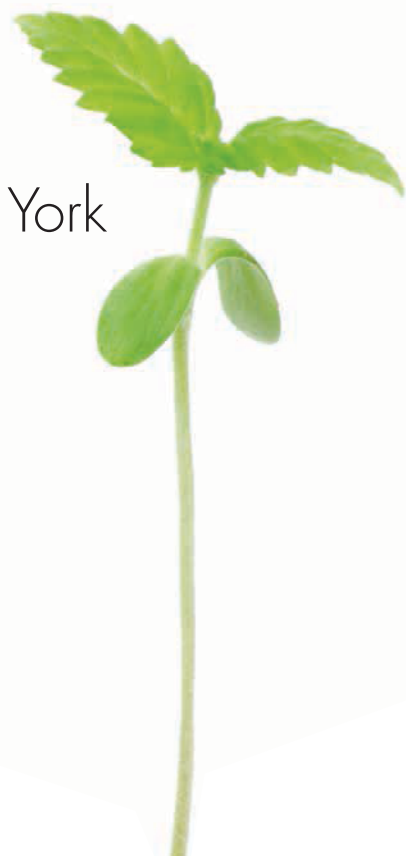
Best regards,



Cormach Murrihy and James O' Sullivan
Principal Members



A Healthy Start in New York



HOME GROWN AND LIGHTSWITCH-READY

Medigro Organics is pleased to be under consideration for acceptance as a registered manufacturer of medical marijuana in accordance with New York's Compassionate Care Act.

With a formidable leadership team of New York-based businessmen; the wherewithal to grow, distribute and dispense marijuana efficiently and securely; and a shared commitment to produce the highest-quality strains designed to counter the ravages of serious illnesses, we are poised and well prepared to meet the stringent criteria put forth by the State. Moreover, Medigro can be fully operational upon receipt of the license, which is especially important should the Governor's Office grant emergency access to medical marijuana.

The following shares our extensive credentials and business structure in greater detail. Should you wish to learn more about Medigro Organics, feel free to contact principals Cormach Murrihy and James O'Sullivan.



MEET MEDIGRO

CORMACH MURRIHY

Cormach Murrihy, Co-Founder of Medigro Organics, is also [REDACTED] and [REDACTED] of [REDACTED] [REDACTED] in [REDACTED].

An especially accomplished and well-regarded businessman, Mr. Murrihy has developed [REDACTED] into the tri state's leader in [REDACTED] [REDACTED]. The company currently boasts 168 full-time employees, an expansive list of clients comprising several municipalities and Fortune 500 companies, and a wide spectrum of installations for high-end retail stores, hotels and office buildings.

Mr. Murrihy is the proud recipient of the 2010 New York State Assembly Certificate of Merit as "**Entrepreneur of the Year**" and has been recognized as one of Rockland Country's 2011 "**Forty Under Forty.**"





JAMES O'SULLIVAN

James O'Sullivan, Co-Founder of Medigro Organics, is a well-known entrepreneur and businessman in Rockland and surrounding counties. He established [REDACTED] in 1989 and has since guided its growth into one of Rockland County's [REDACTED] and [REDACTED], with 38 full-time employees and countless public-and private-sector clients.

Headquartered in [REDACTED], [REDACTED] recycles all types of organic debris into natural landscaping material that is used in residential and commercial applications. The company has long been in "good standing" with the New York State Department of Environmental Protection.

In addition to other honors, Mr. O'Sullivan is the recipient of the 2003 Ancient Order of Hibernians "Businessman of the Year" award.



THE EXPERIENCE AND RESOURCES TO RUN A SUCCESSFUL BUSINESS.

Medigro Organics LLC's principals, Cormach Murrihy and James O'Sullivan, are respected, well-established New York State businessmen who have enjoyed considerable success within their respective organizations and are uniquely suited to move this enterprise to a successful completion. Together, they constitute a formidable team with complementary skill sets and a shared managerial approach that puts the highest premium on quality, efficiency and transparency. Acknowledging the need to move quickly, especially if emergency regulations are enacted, Cormach and Jim proactively formed Medigro Organics during the earliest stages of New York Compassionate Care legislation and have since added to their ranks in anticipation of becoming certified growers.



HORTICULTURE IS OUR FIRST CALLING, NOT A SIDELINE.

We are highly familiar with the substance and subtleties of horticulture, water gardening and related disciplines. Jim O'Sullivan lends to the enterprise his considerable knowledge of soil analysis and organic recycling. O'Sullivan Enterprises is one of Rockland County's largest organic recycling companies.

Our professional horticulturist, Brian Corr, Ph.D., is an integral member of the Medigro Organics team. He understands the delicate calculus of balancing growth medium, warmth, light, water and nutrients to produce desired results, and he has studied the safe and efficient production of medical marijuana.



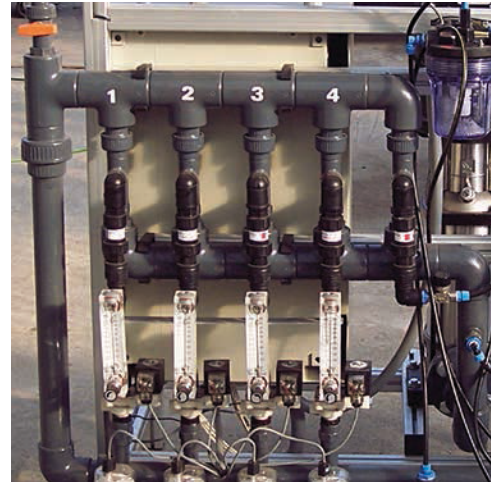
A SELF-FUNDED BUSINESS MODEL UNBEHOLDEN TO OUTSIDE INTERESTS.

Medigro's principals have the means to cover all capital and operating costs associated with this enterprise. Thus, we will not have obligations to – nor be influenced by – hedge funds or any out-of-state entities with agendas that may run counter to the letter and spirit of the Compassionate Care Act. As evidence of their total commitment, they are investing their own capital in this venture – capital that has accumulated over time as a function of the success of their respective New York businesses. No capital will be sourced from outside of New York State. They have committed as much as \$10 million of their own resources for the initial phases of this enterprise and will reinvest the vast majority of profits to sustain and further expand our operations.

A FINISHED PRODUCT THAT MEETS OR EXCEEDS THE EXACTING REQUIREMENTS OF CERTIFIED PATIENTS.

Medigro embraces new horticultural technologies while incorporating those that have proven effective over the more than three decades of our collective experience growing various flora. We will maintain a state-of-the-art laboratory manned by technicians skilled in growing cannabis without the introduction of any chemicals that might adversely affect the patient. It will also be rich in cannabinoids THC and CBD and free of mold, fungus and harmful pesticides. Central to our growing process will be the use of automated "fertigation," the application of fertilizers, soil amendments and other water-soluble products through our irrigation system.

This technology allows us to mix nutrients "on the fly," feeding the plants according to our very exacting standards and helping to ensure the highest – quality finished product.



BRANDS ALIGNED PRECISELY WITH TARGETED AILMENTS TO EASE THE PAIN.

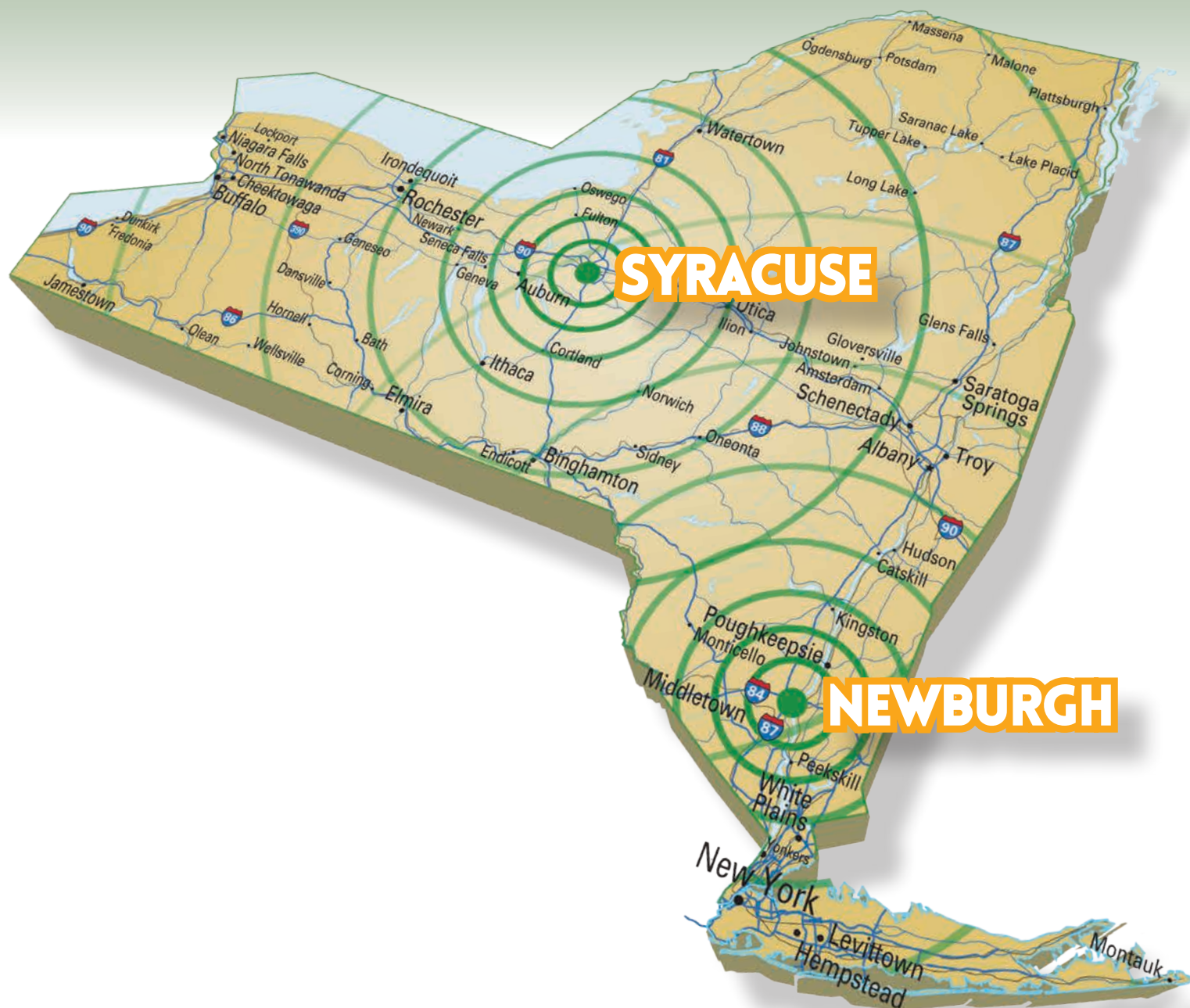
Understanding which brands of medicinal marijuana counter the pain associated with various diseases is as much art as it is science. Widely recognized as an expert in this area, our staff horticulturalist is sought after by growers throughout the country intent on making the most of the limited number of brands they're able to produce. He is especially skilled at modulating THC with other cannabinoids and at different doses to produce the desired effect in qualified patients and will personally train the bud tenders at our dispensaries. Good record keeping is paramount in determining the effectiveness of various strains on the patient population, and we will maintain this information on state-of-the-art software, readily and securely accessed by those at Medigro responsible for translating doctors' prescriptions into effective treatment.

THE WHEREWITHAL TO MEET AND EXCEED NEW YORK DOH CRITERIA.

We understand and appreciate the Department of Health's oversight role in ensuring that medical marijuana fulfills its intended purpose for qualified patients. Before our product reaches independent laboratories designated by the DOH, it will be thoroughly tested on-site by skilled technicians committed to safeguarding its purity, medical efficacy and safety.

A LOCATION CENTRAL TO DISPENSARIES AS WELL AS MOST NEW YORKERS.

Medigro will maintain two growing operations: one located on land wholly owned by the principals within a sanctioned New York Development Zone in Newburgh, New York, known as the "Crossroads of the Northeast" because it sits in the northeast corner of Orange County at the intersection of two major interstate highways, Routes 287 and 84. This strategic location facilitates distribution to as many as three quarters of the state's projected medical marijuana users. We will comfortably service the area in and around New York City and the lower-central Hudson Valley region. A second growing operation will be located in Syracuse, New York which will allow us to better service the central and western part of the State. Moreover, Medigro will be able to establish dispensaries wherever the need exists – from New York City to more rural, traditionally underserved areas.





A STATE-OF-THE-ART GREENHOUSE PRODUCING STATE-OF-THE-ART PRODUCT.

The vast majority of medical cannabis in the United States is grown in warehouses and basements. Medigro's operations will focus on a new 48,000-square-foot greenhouse in Newburgh and an existing 44,700 square-foot greenhouse in Syracuse presently used for state-of-the-art agri-business purpose and immediately expandable to more than 120,000 square feet. Incorporating the latest technologies, these facilities will be strategically located in designated agricultural zones on secure, privately owned land so as not to impact surrounding properties. The Newburgh site will be "scalable" to as many as three acres to accommodate projected demand as the Compassionate Care Act is fully implemented. Situated on 60 acres and built in accordance with LEED (Leadership in Energy and Environmental Design) construction principles, it will be interlaced with a natural watering system designed to simplify and automate water delivery, with access to an abundance of natural light.



Care will be taken to provide high-intensity grow lights, heating and cooling systems, and adequate ventilation. Carbon dioxide introduced into the air will be fully automated via computer and closely monitored to achieve levels that promote optimal growth of the plants. Each year, we will introduce fresh, high-quality soil and keep the greenhouse pristine to reduce the potential for pests and diseases. New technologies will allow us to dramatically reduce our carbon footprint. These include the latest high-pressure sodium (HPS) lighting installations, effectively turning nine-hour days into twelve-hour days during the otherwise "dark" months of December through February.



A THOROUGH UNDERSTANDING OF AND RESPECT FOR THE ENVIRONMENT.

Medigro's operations will be energy-efficient and sustainable. Integral to our process will be wood-fired biomass heaters. Biomass will be easily sourced from O'Sullivan Enterprises, owned by Medigro principal Jim O'Sullivan, where it is a recyclable byproduct of their operations. All water will be reclaimed via drain ponds maintained on-site and reused in greenhouses. Also, unlike the warehouses in which medical marijuana is grown in most states, Medigro's greenhouses will be highly efficient and nearly "carbon-neutral." Our utility use will be substantially less than that required of more standard cannabis warehouse grows.





Medigro Newburgh Facility *(site plans approved)*



Medigro Syracuse Facility

MOST ADVANCED EQUIPMENT.

Medigro has chosen the best available pharmaceutical-grade equipment on the market to serve the medical needs of our New York clientele who in general approach the industry from a higher standard than residents of other states.

Our extractions will be performed on a supercritical fluid extraction system, making use of CO₂ the preferred solvent system most environmentally sound and safest for the patient. This system offers advanced features such as a triple collection vessel with computer-controlled backpressure regulators. This allows the system to achieve the best reproducibility from batch to batch. Further refinement will be done with a supercritical fluid chromatography system. Systems are designed to isolate individual cannabinoids, giving Medigro the ability to achieve the highest brand consistency and offer patient solutions that are not limited by individual plant genetics.

We plan to work closely with each caregiver network to achieve the best products based on first-hand caregiver assessment and patient feedback. Patient compliance is paramount for any medicine to be efficacious. Achieving the highest efficacy needs not only sound medicine but also the best delivery devices. Medigro will offer all the delivery forms allowed in New York with the highest-quality pharmaceutical products. We have selected the Aptar VP7 spray pump for oral mucosal oil delivery. The VP7 is a pharmaceutical-quality spray pump offering the highest reproducibility and patient compliance. It is approved in several countries to deliver a range of prescription medicines, including cannabis-based product.



Medigro also will offer an oral capsule option for patients. Capsules will be made with the Fenton-Fastlock 400 capsule filler. This pharmaceutical-quality filler device is manually operated and can process up to 5,000 capsules per hour to meet patient demand. The capsules will be manually filled with digital Eppendorf pipettes, offering greater than 1 µL filling accuracy, surpassing accuracy achieved by automated high-speed encapsulation machines. Vaporization of oil will be addressed by offering several devices.

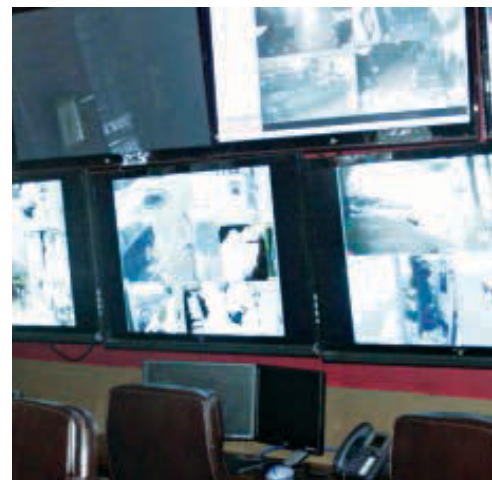
Medigro realizes that New Yorkers demand the highest-quality product and a choice of how it is delivered. O.penVAPE, Xylophone and Ghost are among the premium vaporizers on the market. They are second or third generation and have many improvements that are proven in the marketplace. Some of the important features in vaporizers are ceramic heating chambers to reduce residual metals and increase safety, and consistent and pleasant dosing to help ensure patient compliance. These delivery devices, like our other delivery platforms, will offer child-resistant features and packaging. Medigro's familiarity with pharmaceutical operations means rapid compliance with regulations with regard to brand contents and cannabis oil delivery devices.

WITH SECURITY OF PARAMOUNT IMPORTANCE, WE WILL SCRUPULOUSLY TRACK OUR PRODUCT FROM SEED TO SALE.

Acknowledging the need to conform to the Compassionate Care Act's exacting security provisions, Medigro has developed a comprehensive plan designed to prevent vandalism, robbery, theft and other criminal activities that could compromise operations. Throughout the entire distribution chain – from greenhouse to dispensary – security will be reliable, state-of-the-art and ever-present.

Related systems and technologies include, but are not limited to:

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



TRANSPORT

Medigro places a high premium on safe, reliable and efficient product transport between our greenhouses and dispensaries. Our vehicles will be fitted with Telogis Fleet compliance and navigation software, which provides tracking, estimated time of arrival and completion, customer service notifications, route compliance reporting, job completion reporting and a rich interface with existing enterprise resource planning systems. Two armed and vetted security personnel will be present in each transport vehicle with GPS monitoring ensuring that vehicles do not stray from pre-established routes. These vehicles, intentionally nondescript, have a protective coating and are otherwise outfitted to classify as “armored.” Delivery protocols will be carefully prescribed and adhered to diligently.

A COMMITMENT TO GIVING BACK TO THE COMMUNITIES IN WHICH WE DO BUSINESS.

Social responsibility has been a foundational principle of our respective businesses, and will be sustained and expanded as a function of our success in growing and distributing medical marijuana. We would create a formal subsidy program designed to assist individuals whose financial circumstances do not allow them to realize the benefits of medical marijuana recommended by their physicians. We would staff our operations – inclusive of fleet and security – with those who live in the surrounding community. Orange County has a disproportionately high population of unemployed veterans, and they would be central to our recruitment efforts.



AN ABILITY TO BECOME FULLY OPERATIONAL UPON RECEIPT OF THE LICENSE.

Recognizing the urgency of having medical marijuana available to help patients in need, Medigro is well positioned to serve in this emergency capacity. We have a fully operational greenhouse in Syracuse, with as many as 25 modular units – or pods – on our Newburgh site. Each unit is concrete-encased, fully secured via passcode entry, with preinstalled electrical switching gear. Individual units will be used for plant propagation, flowering, trimming and drying, and oil extraction and storage. With all required utility permits secured, we are ready to mobilize and can have product distributed to certified patients in approximately 100 days.

"Seed-to-Sale" Timeline

Seed to transplant 7-10 days



Vegetative grow 21-30 days



Flowering grow 60 days



Trim and dry 7 days



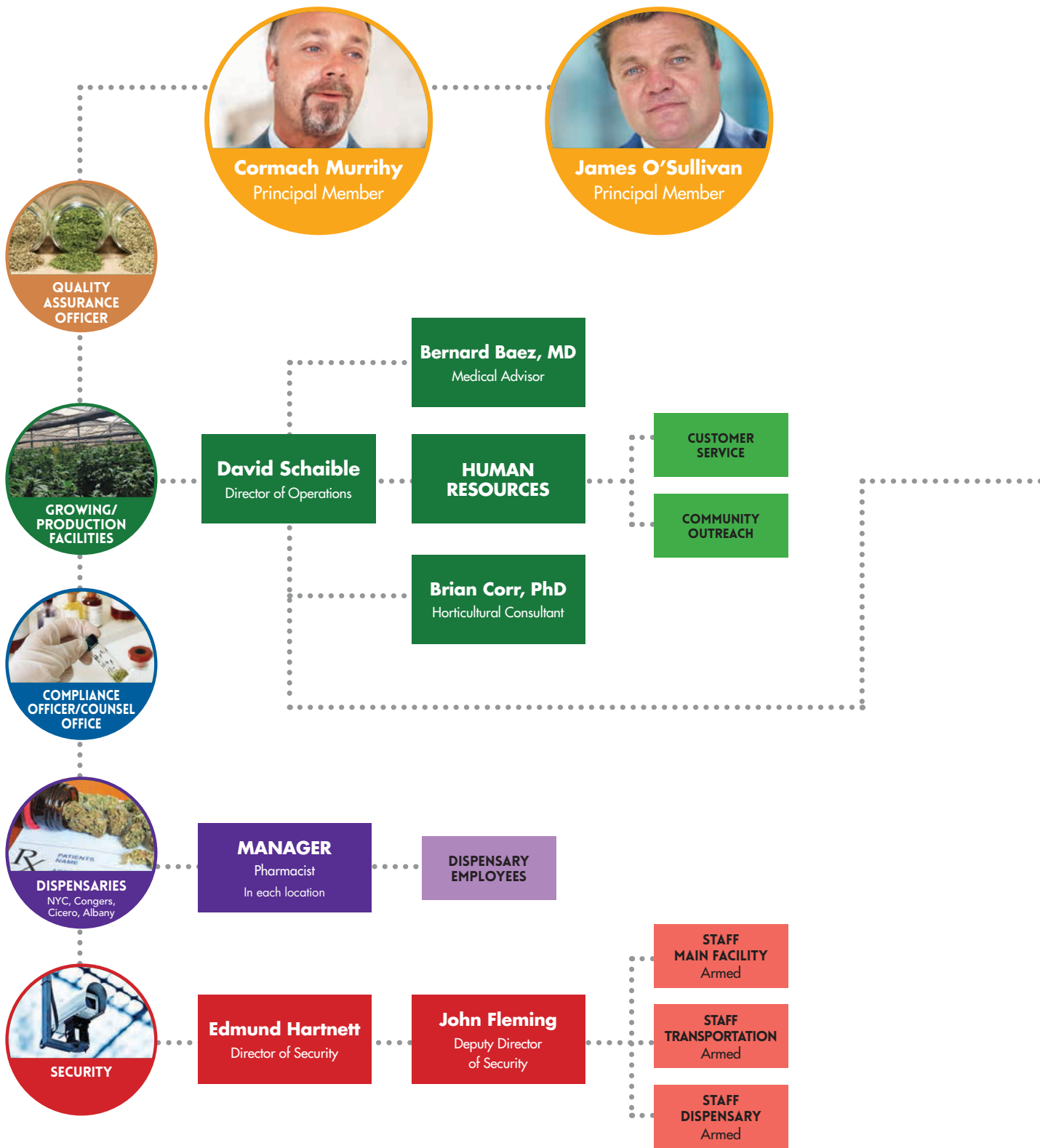
Extract and package 2 days

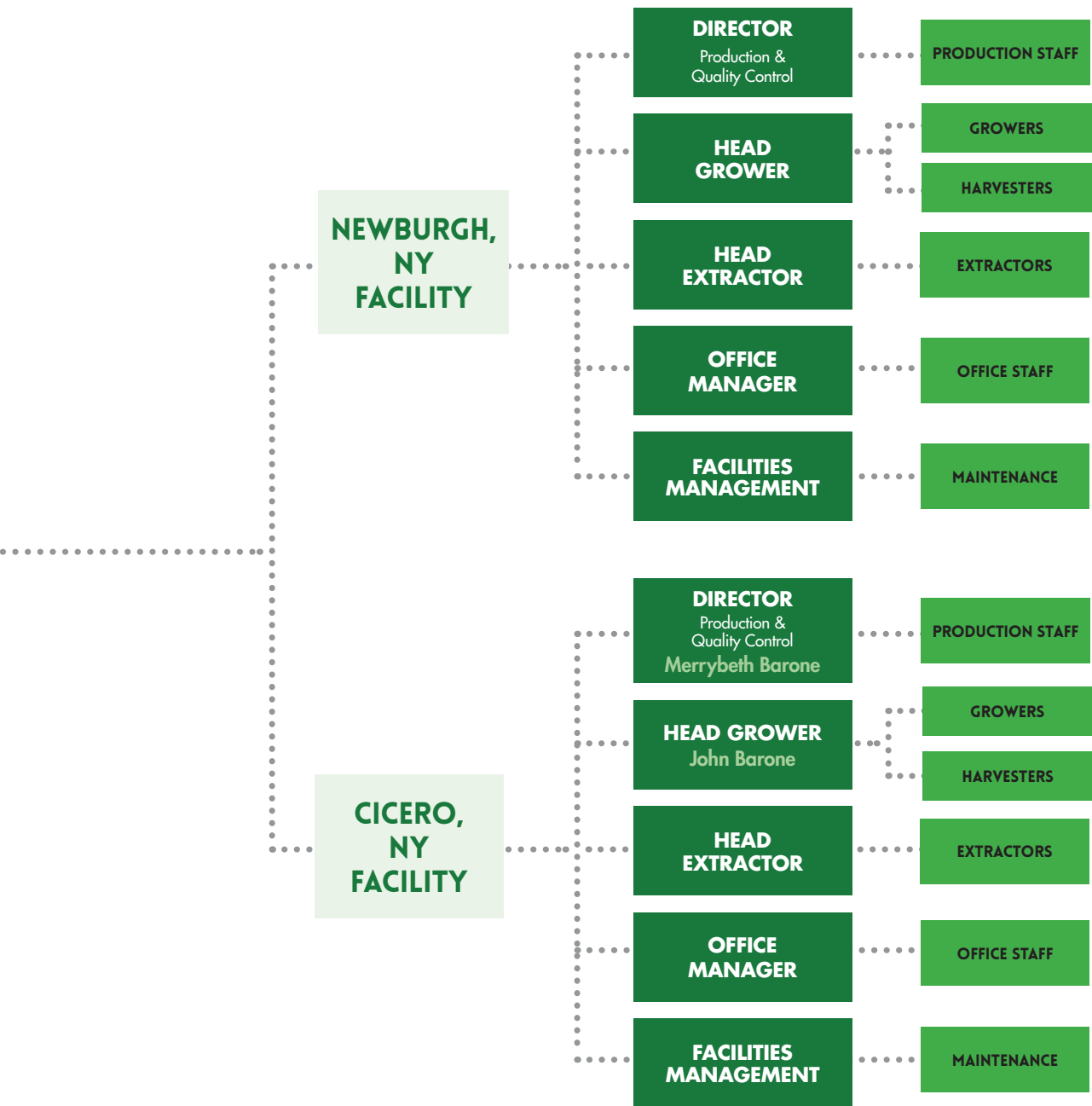


Total process *(seed to sale)* 100 days *(approx.)*

A FORMIDABLE, WELL-ORGANIZED TEAM.

With co-founders Cormach Murrihy and James Sullivan at the helm, Medigro’s team comprises professionals who are among the most accomplished and admired in their respective areas. The following organizational chart and biographies give a sense of the team’s credentials and competence.





DAVID SCHAIBLE

David Schaible, a research manager in the pharmaceuticals industry with more than 25 years of pharma experience, brings a high degree of proficiency and integrity to Medigro. Over the past several decades, David has invented and commercialized numerous pharmaceutical processes and served as project leader for bringing new pharmaceutical excipients to market. Much in demand as a public speaker for the industry, he has managed multi-functional groups for several product launches and is current on all pharmaceutical requirements for documentation and good manufacturing processes for pharmaceutical production.

David also is familiar with the cannabis industry, having consulted on development of the first cannabis-based tablet for the market in Colorado. For this project, he used one of his own patent-pending products to enable tableting of extracted cannabis oil. This experience allowed him an inside view of all aspects from growing to extraction and the opportunity to offer numerous pharmaceutical insights to improve product quality and reproducibility.

David earned his master's degree in biology from the State University of New York at New Paltz. His studies included detailed plant genetics, environmental and agricultural studies. On the practical side, David owned a 15-acre organic vegetable and tree farm on his former bed & breakfast properties. David looks forward to combining his passion for the advancement of medicine and his love of biology to help make Medigro a reliable and high-quality provider for its future customers.

JEFF WARSCHAUER

Jeff Warschauer brings a vast knowledge of retail and commercial structures to the Medigro team. Jeff has been employed by [REDACTED] for more than [REDACTED] years, serving as vice president of sales for more than [REDACTED] years. He began his career as a salesperson in the Midwest, and for most of those years was recognized as the Top Producer. After graduation from Fryeburg Academy in Fryeburg, Maine, he attended Norwalk Community College, Florida State University and The Culinary Institute of America. Jeff interned at [REDACTED] in [REDACTED]. From there he pursued his life-long love of cooking as the [REDACTED] of [REDACTED] in [REDACTED] and [REDACTED]. He then worked for [REDACTED] prior to his [REDACTED] years in the greenhouse manufacturing industry. Jeff is a frequent lecturer and author.

BRIAN CORR, Ph.D.

With more than 40 years of experience in controlled-environment agriculture, Brian Corr will advise Medigro on the reliable, reproducible and efficient production of medical cannabis. Over his long career, Dr. Corr has traveled to more than 30 countries to provide horticultural advice. He has been responsible for new product development, including ethical acquisition of new plant species and evaluation of the species for introduction as horticultural crops. Dr. Corr was a faculty member at the University of Tennessee specializing in controlled-environment horticulture. Later, at the [REDACTED] he managed a research greenhouse, directed research, had responsibility for international sales and was director of new crop development. Subsequently, Dr. Corr joined [REDACTED] where he developed a new organically certified plant-growth regulator for grape production, after which he worked for [REDACTED] managing a technical group across North America. Dr. Corr has consulted with legal cannabis producers throughout the United States.

EDMUND HARTNETT

Edmund Hartnett has 27 years of police supervisory experience in the NYPD, retiring as a deputy chief to become the Police Commissioner of the City of Yonkers, New York. He currently serves as [REDACTED] of [REDACTED], a full-service security, investigative and consulting firm.

While at the NYPD, Commissioner Hartnett served as the commanding officer of the Joint Drug Enforcement Task Force, the Quality Assurance Division and the Intelligence Division, coordinating intelligence-gathering efforts with the FBI and other federal agencies in the aftermath of the 9/11 attacks. He also served as executive officer of the Narcotics Division, overseeing 1,800 detectives at the world's largest municipal narcotics unit.

A sampling of the security events Commissioner Hartnett has managed during his time as a police executive includes Pope Benedict's visit to New York, the World Economic Forum, the United Nations General Assembly, the World Series at Yankee Stadium and several presidential appearances in New York, including President Bush's visit to Ground Zero.

Commissioner Hartnett holds a master's degree in public administration and a certificate in police management from the Columbia University Graduate School of Business. He is a graduate of the FBI National Academy, the DEA Drug Unit Commanders Academy, the FBI National Executive Institute and the Naval Postgraduate School Executive Leaders Program.

JOHN FLEMING

John Fleming is a retired NYPD Detective First Grade who currently serves as Managing Director at Brosnan Risk Consultants. He brings more than 30 years of law enforcement and security experience to the Medigro Organics team.

John began his career in the [REDACTED] and was soon promoted to the Detective Bureau, where he was assigned to robbery and homicide squads in the South Bronx and Harlem. In 1993, John was assigned to the elite Intelligence Division, where he oversaw security planning and liaison responsibilities with state, local and federal law enforcement agencies and police agencies abroad.

After retirement, John worked as a subject matter expert for [REDACTED]
[REDACTED]
[REDACTED]. His responsibilities included creating win strategies through the development of plans of action for the Department of Defense, Department of State and Department of Justice task order proposals, including TORP 150/166 (Afghanistan), BLISS (Iraq), and WPPS and CJPS/INL (Africa/Middle East/Eastern Europe). He was also tasked with performing candidate reviews of key military and law enforcement personnel for deployment outside the contiguous United States, as well as ground and operational security assessments.

John later served as the Executive Assistant to the Mayor of Yonkers, NY, before reentering the security sector with Brosnan Risk Consultants in 2012. He looks forward to assisting the team in the development and implementation of a state-of-the-art, comprehensive security plan for Medigro Organics.

JOHN BARONE

Born and raised on a farm in [REDACTED], John Barone earned an A.A.S. degree in engineering science from Syracuse University but soon realized his passion was for plant production, and he chose to return to agriculture. He first pursued an interest in grain production, expanding his farm to more than 500 acres. Unfortunately, with the changing economic climate at the time, John shifted his focus to retail sales instead of commercial farm sales.

In 1989 John opened a [REDACTED] that included [REDACTED] and [REDACTED]. His plan was to produce plants for his [REDACTED] and he built the first production greenhouse in 1991. Although he never had a formal education in the horticulture business, John's aptitude and passion for plant production was solid. Over the next 20 years, leveraging his engineering background, John was able to [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]. The facility also uses energy/shade curtains, vapor pressure deficit watering boom irrigation for propagation, and ebb-and-flow irrigation for larger production. John is committed to producing quality material, integrating pest management and reducing chemical usage through biological controls.

John's business, [REDACTED], currently produces more than [REDACTED] of [REDACTED] [REDACTED]. John has built a foundation of strong relationships with solid companies that hold the same vision of quality and service that is the cornerstone of his own growth. [REDACTED], conveniently located in central New York minutes from the New York State Thruway, Route 81 and Syracuse International Airport, currently ships to more than 25 states across the country.

MERRYBETH BARONE

MerryBeth Barone has been involved in the horticulture industry for more than 40 years. A resident of [REDACTED], MerryBeth started working at a very young age at her family's garden center and landscape business. She attended SUNY Cobleskill and received her A.A.S. degree in landscape design in 1981 and worked at a [REDACTED] and [REDACTED] in [REDACTED] for the next [REDACTED] years, where she developed a true passion in greenhouse growing and propagation. After returning to New York in 1985, MerryBeth was employed as the [REDACTED] for a [REDACTED] [REDACTED] where she worked for 18 years performing several roles, including overseeing employees, creating and implementing a production plan, and managing quality control along with chemical applications. MerryBeth went on to become the retail store manager, which engendered an entire range of new roles before she went on to design and implement one of central New York's largest retail Christmas showrooms.

MerryBeth has been employed with [REDACTED] for [REDACTED] years. She initially was hired as the [REDACTED] but soon her interest in greenhouse propagation brought additional responsibilities that included quality control, shipping logistics, order fulfillment, order entry, invoicing, employee retention and customer service along with managing the garden center. MerryBeth has developed a close relationship with the brokers that support [REDACTED] young plant sales and a strong bond with world-renowned breeders Suntory and Syngenta Flowers. Quality control has been a primary focus in shipping the highest-quality product to customers. With training on an exclusive, state-of-the-art computer program for the horticulture industry, MerryBeth is now able to track all crops from the customer to the breeder's stock plant location. This program also enables tracking of young plants through the facility, which is vital in fulfilling orders accurately and efficiently. Shipping logistics for customers across the country also has been a critical concern due to the ferocity of New York winters. MerryBeth's enthusiasm for producing the highest-quality product is a cornerstone of this successful business.

SHANNON MARTINI

A native of ██████████ Shannon Martini grew up helping her ██████ a ██████████ on jobs. Most of the classes she took at SUNY Environmental Science and Forestry, where she received her B.S. degree in May 1995, were in plant science. Shortly after graduating, Shannon took a position as a ██████████ at ██████████ where she helped customers identify plant diseases and make recommendations for control/remediation. When the grower position at Hafner's became available, Shannon stepped in with ease, after being with the company only three years, and her challenge became producing pest-free, superior-quality plants.

In 2007 Shannon became ██████████ and ██████████ at ██████████ focused on overseeing and improving employees' quality and pace of work, interacting with greenhouse consultants weekly, and managing timely pesticide applications to significantly improve the finished crop quality. She assumed the responsibility of propagation grower as well.

Through ██████████ great relationship with ██████████ technical staff, she helped make the move from chemicals to biological control agents (BCAs). Using natural predators (spider mites, thrips, aphids, whitefly and fungus gnats) together has been a safer and very effective alternative to harsh chemicals, making only the necessary spot applications when a spike in pest numbers occurs. Shannon is timely and meticulous when placing orders weekly for BCAs as well as in the process of application following recommended coverage rates, while training employees to do the same. This allows ██████████ to enhance its reputation for the highest-quality plants in an extremely clean operation.

BERNARD BAEZ, M.D.

Bernard Baez, M.D., is a board-certified anesthesiologist with a subspecialty certification in cardio thoracic anesthesia and perioperative transesophageal echocardiography. Over the past five years he has researched treatments and therapies for movement disorders after a close personal friend was diagnosed with early-onset Parkinson's disease. Through Dr. Baez's pursuit of new therapies, the research and body of evidence surrounding the use of medical marijuana came to his attention. Reaching out and learning from leaders in his field, Dr. Baez has acquired a unique understanding of what this form of therapy can offer patients across a broad spectrum of diseases.

SUMMARY

Medigro offers a distinctly powerful combination of benefits aligning precisely with the Compassionate Care Act's rigorous requirements for medical marijuana growers:

- Founded and funded by New York businessmen
- Extensive horticultural expertise
- Product that meets exacting standards
- Strains aligned with targeted ailments
- Strategic locations serving entire state
- State-of-the-art greenhouse
- Precise tracking from seed to sale
- Cutting – edge security
- Environmental sensitivity
- Social responsibility
- Fully operational upon receipt of license





medigro-organics.com

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Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

Section A: Business Entity Information

1. Business Name: Medigro Organics 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: 914-447-1363

5. Fax: 845-268-3200

6. Email: jos@medigro-organics.com

7. Business Address: 1978 Route 300

8. City: Town of Newburgh

9. State: NY

10. ZIP Code: 12550

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

12. City:

13. State:

14. ZIP Code:

Section B: Primary Contact Information

15. Name: James O'Sullivan

16. Title: Principal Member

17. Phone: 914-447-1363

18. Fax: 845-268-3200

19. Email: jos@medigro-organics.com

20. Mailing Address: 1978 Route 300

21. City: Town of Newburgh

22. State: NY

23. ZIP Code: 12550

Section C: Proposed Manufacturing Facility Information

24. Proposed Facility Name: Medigro Manufacturing Facility - Newburgh

25. Proposed Facility Address: 1978 Route 300

26. City: Town of Newburgh

27. State: NY

28. ZIP Code: 12550

29. County:
Orange

30. Property Status (choose one):

- ☐ Owned by the applicant
☐ Leased by the applicant
☒ Other: principal member is owner of property

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

31. Proposed Hours of Operation:

Monday: 8:00am to 5:00pm

Friday: 8:00am to 5:00pm

Tuesday: 8:00am to 5:00pm

Saturday: 9:00am to 5:00pm

Wednesday: 8:00am to 5:00pm

Sunday: to

Thursday: 8:00am to 5:00pm

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



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

32. Proposed Facility Name: Medigro Organics Manufacturing Facility -Syracuse		
33. Proposed Facility Address: 6220 S. Bay Road		
34. City: Cicero	35. State: NY	36. ZIP Code: 13039
37. County: Onondaga	38. 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.	
39. Proposed Hours of Operation: Monday: 8:00am to 5:00pm Friday: 8:00am to 5:00pm Tuesday: 8:00am to 5:00pm Saturday: 9:00am to 5:00pm Wednesday: 8:00am to 5:00pm Sunday: to Thursday: 8:00am to 5:00pm		
Section D: Proposed Dispensing Facility #1 Information		
40. Proposed Facility Name: Medigro Organics Dispensary - Syracuse		
41. Proposed Facility Address: 6200 S. Bay Road		
42. City: Cicero	43. State: NY	44. ZIP Code: 13039
45. County: Onondaga	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 7pm Friday: 8am to 7pm Tuesday: 8am to 7pm Saturday: 9am to 2pm Wednesday: 8am to 7pm Sunday: to Thursday: 8am to 7pm		
Section E: Proposed Dispensing Facility #2 Information		
48. Proposed Facility Name: Medigro Organics Dispensary - Manhattan		
49. Proposed Facility Address: 135 West 50th Street		
50. City: New York	51. State: NY	52. ZIP Code: 10020
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: 8am to 7pm
Tuesday: 8am to 7pm
Wednesday: 8am to 7pm
Thursday: 8am to 7pm

Friday: 8am to 7pm
Saturday: 9am to 2pm
Sunday: to

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: Medigro Organics Dispensary - Albany

57. Proposed Facility Address: 1845 Central Avenue

58. City: Albany

59. State: NY

60. ZIP Code: 12205

61. County:
Albany

62. Property Status (choose one):

- ☐ Owned by the applicant
☒ Leased by the applicant
☐ Other:

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

63. Proposed Hours of Operation:

Monday: 8am to 7pm
Tuesday: 8am to 7pm
Wednesday: 8am to 7pm
Thursday: 8am to 7pm

Friday: 8am to 7pm
Saturday: 9am to 2pm
Sunday: to

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: Medigro Organics Dispensary - Rockland

65. Proposed Facility Address: 45 Hemlock Drive

66. City: Congers

67. State: NY

68. ZIP Code: 10920

69. County:
Rockland

70. Property Status (choose one):

- ☐ Owned by the applicant
☐ Leased by the applicant
☒ Other: principal member owns property

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

71. Proposed Hours of Operation:

Monday: 8am to 7pm
Tuesday: 8am to 7pm
Wednesday: 8am to 7pm
Thursday: 8am to 7pm

Friday: 8am to 7pm
Saturday: 9am to 2pm
Sunday: to



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

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

see application exhibit 1

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).

see application exhibit 2



Department of Health

Medical Marijuana Program Application for Registration as a Registered Organization

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

see application exhibit 3

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.

see application exhibit 4

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.**"



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

Section J: Attestation and Signature

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

95. Signature:

► *James C. O'Sullivan*

96. Date Signed:

6/4/15

97. Print Name:

James C O'Sullivan

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:

Theresa M. Russo

Notary Registration Number:

02RU6021816

Notary (Notary Must Affix Stamp or Seal)

Date:

6/4/15

THERESA M. RUSSO
Notary Public, State of New York
No. 02RU6021816
Qualified in Albany County
Commission Expires March 22, 2019



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EXHIBIT 1

Question 73.

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.

James O’Sullivan, a Principal Member of Medigro Organics, LLC, is also the [REDACTED] of [REDACTED], a New York domestic corporation. [REDACTED], is providing a Lease of property to Medigro Organics, LLC — consisting of 57+ acres with facilities thereon, located at 1978 Route 300, Newburgh, New York. The value of the Lease exceeds \$500.00 per year. A copy of that Lease is included herein as “Attachment C.”

Cormach Murrihy, a Principal Member of Medigro Organics, LLC, is also the [REDACTED] and Principal Shareholder of [REDACTED]. [REDACTED], is providing a Lease of property to Medigro Organics, LLC — consisting of 2,000 square feet of secure space in premises known as 45 Hemlock Drive, Congers, New York, to be utilized as a dispensary. The value of that Lease exceeds \$500.00 per year. A copy of that Lease is included herein as “Attachment C.”



EXHIBIT 2

Question 74b.

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).

While Medigro Organics, LLC, is 50 percent owned by CED Management, LLC, and 50 percent owned by VE Associates, LLC, James O’Sullivan and Cormach Murrihy are the single members of those LLC, respectively; and therefore may be considered a natural person for purposes of this section. However, out of an abundance of caution, Medigro wanted to ensure the NYS Department of Health was aware of its ownership structure.

VE Associates, LLC — Construction
67 North Main Street
New City, NY 19056

CED Management, LLC — Manufacturing
317 Little Tor Road South
New City, NY 10956

The organizational and operational documents of each entity are included herein as
“Attachment E.”



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EXHIBIT 3

Question 75

Has the construction, lease, rental, or purchase of the manufacturing facility been completed?

For clarification purposes, Medigro owns the land, has received approval of its construction plans for the Newburgh site and is prepared to begin immediate construction of this manufacturing facility.

Medigro has entered into a lease with the Syracuse manufacturing facility which is an existing greenhouse and can begin immediate production of medicinal marihuana at this facility upon receipt of a license.



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EXHIBIT 4

Question 76

Has the construction, lease, rental, or purchase of the dispensing facilities been completed?

Medigro has entered into leases with four dispensary site locations which can be immediately re-fitted and be operational as quickly as is needed to meet state mandated guidelines.



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IDENTIFICATION OF REAL PROPERTY, BUILDINGS, AND FACILITIES

Identification of all real property, buildings, and facilities that will be used in manufacturing and dispensing activities, pursuant to PHL S3365 and 10 NYCRR S 1004.5(b)(3).

Medigro Newburgh Manufacturing site:

1978 Route 300
Newburgh, NY 12550

Medigro Syracuse Manufacturing site:

6220 South Bay Road
Cicero, New York 13039

Medigro Congers Dispensary site:

45 Hemlock Drive
Congers, NY 10920

Medigro Syracuse Dispensary site:

6200 South Bay Road
Cicero, NY 13039

Medigro Albany Dispensary site:

1845 Central Avenue
Albany, New York 12205

Medigro Manhattan Dispensary site:

135 West 50th Street
New York, New York

***Please note that all dispensary sites are not within one thousand feet of a building occupied exclusively as a school, church, synagogue, or other place of worship as pursuant to NYCRR S1004.10 (b)(7).**



EQUIPMENT

Manufacturing and Processing Equipment

Nexus Greenhouse with computer-controlled ventilation (for construction of Newburgh site)

Obscura light restriction screens -- to improve growing climates, day length, effective cooling, improve energy efficiency, light emission control, increases productivity, moisture management

Coolair Evaporative cooling pad system – assist with temperature control, humidity control

Industrial Greenhouse Fans – too assist with air ventilation – these can include Horizontal Air Flow fans, NBF fans, Power Tube fans, Circulator fans

T109 Thermostat – for temperature control in utility house and environmental computer in greenhouse with weather station and remote control access

DynaGlas SolarSoft High PAR Light Transmission glass panels – diffuse sunlight which is beneficial to plant production, reduce leaf temperatures, etc.

Unit Heaters – for temperature control and heating the greenhouse

Light Deprivation curtains – to modify day length to induce flowering as needed to provide blackout for plants and eliminate light pollution

Ecosorb Natural Organiz Odor Neutralizer - to control odors during cultivation and processing

Thermo Reflective Screens – temperature control specific to plants

Argus Titan Control system – computerized system to monitor interior and exterior conditions and adjust control systems for optimum growing conditions (Newburgh site)

Caterpillar SR4B Generators – provide power for Newburgh Greenhouse and backup for Syracuse manufacturing site

TruLeaf Aluminum Fin Under bench hot water heating system using 94% efficient boilers (Newburgh site)

Natural gas fired boilers for hydronic (hot water) heating

Biomass-fired boilers for hydronic (hot water heating)

Acquity UPC System for purification

Heat retention curtains-- pulled over the crop at night to minimize heat loss when outdoor temperatures are lower than the interior temperature

Expanded metal top and an ebb and flood bench system only in Syracuse site. Newburgh site is expanded metal benches system. Both systems provide optimum efficiency to grow the product with minimal irrigation loss

High Pressure Sodium lighting – excellent lighting product for the greenhouses, supplemental lighting to provide uniform photosynthetic light all year

Optinet Insect Screens – to prevent insects from entering the greenhouse

Carbon dioxide detectors – to read levels of CO₂ in the greenhouse

Carbon Dioxide Generators– to supplement CO₂ levels in the greenhouse

Dramm Corporation Drip Irrigation system and GTI Watering booms to provide water to the plants

Priva environmental control system - operates the heating system, cooling system, energy curtains, blackout curtains and the supplemental lighting system (Syracuse site only)

Centralized Fertilization systems to properly maintain fertilization levels

Dosatron Fertilizer injector – to apply the fertilizer

Pest Management equipment

Seed to Sale software as approved by the NYSDOH to code and track the product

CCTV cameras for the greenhouses for security and quality control

Echo Bearcat 5 Inch Chipper/Shredder/Blower for shredding and mixing medicinal marihuana waste with growing medium to make it unusable prior to disposal

Cloning scissors

Plant stakes

Scales

Storage containers

State-of-the-art computers to ensure data storage, coordination with security

Media bale processor to condition baled media for use

Flat and pot filler use to fill containers with media

Conveyor for workers to plant young plants of medical marijuana into the filled containers

Water tunnel to moisten containers after filling and planting

Personal protection equipment

Decontamination Showers

General tools

Safety equipment

Pocketless uniforms

First aid kits

Janitorial supplies

Nonlatex gloves

Modular Fluid Extractor 20 L System – to extract the oil from the plant highly computerized system utilized in the industry and known for its accuracy and reliability

Carbon dioxide tank(s) capable of dispensing liquid carbon dioxide

Waters SFC

Mobile tray rack systems

Tray drying oven

Grinding mill

Vacuum oven

Rotary evaporator

Fume hood

Freezer

Vacuum pump and filtration apparatus

Security Equipment for manufacturing sites

Security hardened vehicles (minimum Level III)

TRIPWIRE technology: Internal/external CCTV cameras w/video analytic motion detector capabilities (time/date stamped with onsite and remote 90-day archiving)

Tour Verification system

A hardened U.L Level VIII security booth with a vehicle security barrier

Full-height security turnstile w/anti-passback & access control interface

Biometric access control system w/keyboard backup

Door/Window alarm systems (see Attachment D – Section 5)

Internal/external security lighting

Second level: 10-foot galvanized steel perimeter fencing topped with 5-strand barb wire w/vibration detectors and internal photoelectric sensors

Duress and panic/holdup alarm systems

Wireless radio transmitters (redundancy for communication-related emergencies);

Strobe lighting w/audible alarms (in tandem with alarm system)

UL listed storage vaults w/G.S.A. approved doors in compliance with Federal specs (minimum rating of TL-30)

UPS battery backup and Emergency Power System

Backup alarm system (installed/maintained by a secondary security firm)

Security Command Center (w/video monitoring)

Security signage

Man-traps utilizing magnetic contact locks inside access and egress corridors

Full height, Walk-Thru Metal Detector (Magnetometer)

Security hardened blast-proof doors

Ballistic Glass-Clad Polycarbonate windows in Dispensary waiting rooms

Transportation and Distribution Equipment

Security hardened vehicles (minimum Level III). All transport vehicles will contain a locked, safe and secure storage compartment that is part of the vehicle for storing the cannabis product

CCTV cameras in the vehicles

GPS system for the vehicles

Safety Containers

Product Packaging Equipment

Analytical balance

Aptar VP7 Spray Pump

HDPE Medicinal bottles with childproof closures

Heat sealable foil pouches

Label stock and printer

Open VAPE pens

Ghost pens

Plastic syringes

Fenton-Fastlock 400 Capsule Filler

Empty capsules

Electronic pipettes

Dispensary and Sales Equipment

Computers and software system determined by the NYSDOH for dispensing and tracking product to patient

Point of sale system

Secure NYS DOH approved storage units (UL Storage vault)

Full height, Walk-Thru Metal Detector (Magnetometer)

Tour verification system (off hours)

TRIPWIRE technology: Internal/external CCTV cameras w/video analytic motion detector capabilities (time/date stamped with onsite and remote 90-day archiving)

Security hardened blast-proof doors (access/egress points)

Ballistic Glass-Clad Polycarbonate (waiting room window)

Biometric access control w/keyboard backup;

Door/Window alarm systems

Internal/external security lighting

Duress and panic/holdup alarm systems

Wireless radio transmitters (for communication-related emergencies)

Strobe lighting w/audible alarms (in tandem with alarm system)

Alarm system connection to local/regional police station(s)

UL listed storage vaults w/G.S.A. approved doors in compliance with Federal specs (minimum rating of TL-30)

UPS battery backup and Emergency Power System

Backup alarm system (installed/maintained by a secondary security firm)

Security signage



COPIES OF ALL EXECUTED AND PROPOSED DEEDS, LEASES, AND RENTAL AGREEMENTS OR EXECUTED OPTION CONTRACTS

1 | Attachment C – Copies of all applicable executed and proposed deeds, leases, and rental agreements or executed option contracts

May 21st 2015:

Medigro Organics, LLC, 1978 Route 300, Newburgh, NY 12250 (hereinafter referred to as the Tenant) is intent to enter into a lease agreement with Topolski Development Corp. 841 Charlton Rd, Charlton, NY 12019 (hereinafter referred to as the Landlord) for the commercial property known as 1845 Central Ave, Albany, NY 12205, consisting of a +/- 2200SF free standing building.

Landlord: Topolski Development Corp
841 Charlton Road
Charlton, NY 12019

Tenant: Medigro Organics, LLC
1978 Route 300
Newburgh, NY 12250

90 Day Interim Rent Conditions:

Interim Rent: 13.65 psf / \$2500.00 per month.

Interim Rent Commencement/Option: June 1st, 2015

Interim Rent Term/Option: 90 Days (3 months).

Interim Rent Conditions: During the interim rent period, the landlord will continue to market the space as available. If another interested party submits an LOI for the space, Medigro Organics, LLC will have the first right of refusal to move forward with the lease based upon the terms below within 10 business days of written notification to their broker (Leah Witko, Keller Williams Commercial).

Lease Terms:

Lease Term: Five (5) years to commence after option, if awarded License by the State of New York.

Commencement: September 1st, 2015 contingent upon NYS approvals

Rental Rate:	\$13.65 PSF / \$2500.00 per Month for Years 1-3 \$13.92 Year 4 \$14.20 Year 5
Utilities:	Tenant shall pay for all required gas and electric services, and water and sewer services provided to the premises.
Rental Abatement:	n/a
First Month Rent:	Due at lease execution.
Security Deposit:	Due upon execution of the lease. Equal to 1 first and last and one month's rent.
Delivery of Space:	Premises delivered to Medigro Organics, LLC in "as is" condition, storefront as shown in place.
CAM:	Tenant is responsible for all interior and exterior maintenance of the building, including landscaping, snow removal and garbage removal.
Option to Renew:	Tenant requires (2) five (5) year option to renew the lease. Tenant to provide Six (6) months notice of renewal. Renewal Option \$15.00 PSF for the first term and 5% increase for second term.
Guarantee:	Medigro Organics will provide the Landlord a personal guarantee to execute the lease in addition to the LLC as named Tenant.
Signage:	Tenant shall have the right to building signage consistent with those of other tenants/businesses within the area. All

signage subject to municipal approval. Tenant shall have the right to place its name on all Pylon signage in addition to signage displayed on façade of premises, similar to prior tenant.

Sublet/Assignment: Subject to lease language, Tenant may assign/sublease all or a portion to any subtenant, suitable for retail space, with LL's prior approval and consent, which shall not be unreasonably withheld, conditioned or delayed.

Parking: Parking is available for Tenant's use. Approximately 6 spaces are dedicated to the Tenant.

Permitted Use: Exclusive for the dispensary of medical cannabis.

Exclusive Use: LL shall not lease to these "permitted uses" in the future.

No Relocation: N/A


HVAC: Landlord shall deliver a minimum of one ton per 250 square feet and warranty the existing HVAC system for twelve (12) months after rent commencement. Tenant shall take out an annual service contract. Landlord responsible for repairs over \$1000.00 dollars and if necessary replacement of the system within the first twelve (12) months after rent commencement.


Building Access: The Premises and parking areas will be accessible twenty four (24) hours per day, seven (7) days per week.

Surrender of Premises: Tenant will surrender Premises in "As Is" condition and "Broom Swept" condition, normal wear and tear to be accepted.

Brokerage Disclosure: Landlord has an executed brokerage agreement with Realty USA that addresses the brokerage arrangement and commission.

Your response to this request for proposal is an outline of the major contemplated lease provisions only, and is not to be construed as a binding legal agreement to lease. The parties agree that no contractual obligation will be created by the acceptance of a proposal. Neither Landlord nor Tenant, will have any legal obligation or liability to the other with respect to the matters set forth in a lease proposal unless and until a definitive lease is executed and delivered by both parties. Neither party will have any obligation to continue discussions or negotiations for any such lease. Nothing contained herein will be construed to create an option for Tenant to lease the Premises or a reservation of the Premises by Landlord/Sublandlord for Tenant or to indicate the Landlord/Sublandlord has removed all or any portion of the Premises from consideration by other potential tenants.

 5/22/14
Topolski Development Corp DATE

 5/26/15
Medigro Organics, LLC DATE

Lease "Addendum"

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

INTENT TO LEASE BY AND BETWEEN
MEDIGRO ORGANICS LLC, as LESSEE

AND

JOHN J. BARONE, as LESSOR

RECITALS:

WHEREAS, as of this 1 day of June, 2015, Lessor desires to lease the property and facilities more particularly described herein to Lessee and Lessee desires to lease the same from Lessor.

Now, therefore, Lessor and Lessee hereby agree as follows:

1. Property: Lessee desires to lease and the Lessor desires to lease to Lessee all of that certain parcel of real property situate in the Town of Cicero, County of Onondaga, State of New York, being an approximately 5.50 acre parcel of land, being all of current Town of Cicero tax map parcel 051.-03-07.0, together with all buildings, improvements, fixtures and equipment used in connection therewith and owned by Lessor (collectively the "Property").
2. Lease Term: The original Lease Term shall be for one hundred twenty (120) full months beginning on the Commencement Date.
3. Option to Renew: Lessee shall have two (2) options to renew the lease, each option term consisting of sixty (60) months. Tenant must notify Landlord of its election to exercise each option to renew by written notice given to Lessor no sooner than four (4) months and no later than three (3) months prior to the last day of the then existing term of the Lease.
4. Minimum Annual Rent: Rent shall be payable monthly commencing on the Commencement Date and continuing through the last day of the applicable Lease Term. Rent shall be the Fair Market Rent which shall mean the prevailing fair market value rental rate based upon the leasing of similar commercial dispensary facilities taking into consideration all Fair Market Terms. "Fair Market Terms" shall mean the prevailing fair market lease terms based upon commercial dispensary facilities of comparable size and quality in comparable locations. The Rent shall be calculated for each renewal term in the same manner.
5. Insurance: Lessee shall be required to maintain throughout the Lease Term commercial general liability insurance coverage, together with such other insurance coverages as are customary in its business, which insurance shall name Lessor as an additional insured and Lessee shall defend, indemnify and hold Lessor

harmless from any and all claims arising out of Lessee's use and occupancy of the Property.

6. Security Deposit: The Lessee shall be required to deposit with the Lessor on the Commencement Date an amount equal to three (3) months' rent as security for the faithful performance of the Lease, all to be further defined in the Lease Agreement.

7. Use of the Property: Lessor and Lessee acknowledge that the Property is to be used for the purpose of lawfully dispensing medical marijuana in accordance with New York law. Lessor acknowledges that its rights of reentry into the Property to be set forth in the Lease Agreement will not confer on it the authority to manufacture and/or dispense on the Property medical marihuana in accordance with Article 33 of the Public Health Law and Lessor will agree to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the Property or to initiate dispossession proceedings or that the lease is due to expire, at least 30 days prior to the date on which the Lessor intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease.

8. Lease Agreement: It is understood by the Lessor and Lessee that this Intent to Lease is subject to a fully executed and detailed Lease Agreement and is being executed at the present time solely for the purpose of setting forth the parties intent to consummate a Lease Agreement. Lessor shall provide Lessee with a form of a Lease Agreement containing the essential provisions of this Intent and other provisions acceptable to the parties. If the form of Lease Agreement is not agreed to and executed within 60 days of this Intent, then this Intent will become null and void and no party will have any further obligation hereunder.

9. No Definitive Contract: This Intent to Lease is intended as an expression of the mutual intent of the parties as to certain aspects of a proposed transaction. However, the parties agree that there are material terms as to which agreement has not been reached and this Intent to Lease is not to be construed as a definitive contract.

10. Applicable Law: This Intent to Lease shall be interpreted and enforced in accordance with the laws of the State of New York.

IN WITNESS HEREOF, the Lessor and Lessee have executed this Intent to Lease as of the date first above written.

MEDIGRO ORGANICS LLC

By: _____

{33316/29398/JPS/01039270.DOCX}

JOHN J. BARONE

INTENT TO LEASE BY AND BETWEEN

MEDIGRO ORGANICS LLC, as LESSEE

AND

JOHN J. BARONE, as LESSOR

RECITALS:

WHEREAS, as of this 2nd day of June, 2015, Lessor desires to lease the property and facilities more particularly described herein to Lessee and Lessee desires to lease the same from Lessor.

Now, therefore, Lessor and Lessee hereby agree as follows:

1. **Property:** Lessee desires to lease and the Lessor desires to lease to Lessee all of that certain parcel of real property situate in the Town of Cicero, County of Onondaga, State of New York, being an approximately 67.59 acre parcel of land, being all of current Town of Cicero tax map parcel 051.-03-02.1, together with all buildings, improvements, fixtures and equipment used in connection therewith and owned by Lessor (collectively the "Property").

2. **Lease Term:** The original Lease Term shall be for one hundred twenty (120) full months beginning on the Commencement Date.

3. **Option to Renew:** Lessee shall have two (2) options to renew the lease, each option term consisting of sixty (60) months. Tenant must notify Landlord of its election to exercise each option to renew by written notice given to Lessor no sooner than four (4) months and no later than three (3) months prior to the last day of the then existing term of the Lease.

4. **Minimum Annual Rent:** Rent shall be payable monthly commencing on the Commencement Date and continuing through the last day of the applicable Lease Term. Rent shall be the Fair Market Rent which shall mean the prevailing fair market value rental rate based upon the leasing of similar commercial growing facilities taking into consideration all Fair Market Terms. "Fair Market Terms" shall mean the prevailing fair market lease terms based upon commercial growing facilities of comparable size and quality in comparable locations. The Rent shall be calculated for each renewal term in the same manner.

5. **Insurance:** Lessee shall be required to maintain throughout the Lease Term commercial general liability insurance coverage, together with such other insurance coverages as are customary in its business, which insurance shall name Lessor as an additional insured and Lessee shall defend, indemnify and hold Lessor

harmless from any and all claims arising out of Lessee's use and occupancy of the Property.

6. Security Deposit: The Lessee shall be required to deposit with the Lessor on the Commencement Date an amount equal to three (3) months' rent as security for the faithful performance of the Lease, all to be further defined in the Lease Agreement.

7. Use of the Property: Lessor and Lessee acknowledge that the Property is to be used for the purpose of lawfully cultivating medical marijuana in accordance with New York law. Lessor acknowledges that its rights of reentry into the Property to be set forth in the Lease Agreement will not confer on it the authority to manufacture and/or dispense on the Property medical marihuana in accordance with Article 33 of the Public Health Law and Lessor will agree to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the Property or to initiate dispossession proceedings or that the lease is due to expire, at least 30 days prior to the date on which the Lessor intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease.

8. Lease Agreement: It is understood by the Lessor and Lessee that this Intent to Lease is subject to a fully executed and detailed Lease Agreement and is being executed at the present time solely for the purpose of setting forth the parties intent to consummate a Lease Agreement. Lessor shall provide Lessee with a form of a Lease Agreement containing the essential provisions of this Intent and other provisions acceptable to the parties. If the form of Lease Agreement is not agreed to and executed within 60 days of this Intent, then this Intent will become null and void and no party will have any further obligation hereunder.

9. No Definitive Contract: This Intent to Lease is intended as an expression of the mutual intent of the parties as to certain aspects of a proposed transaction. However, the parties agree that there are material terms as to which agreement has not been reached and this Intent to Lease is not to be construed as a definitive contract.

10. Applicable Law: This Intent to Lease shall be interpreted and enforced in accordance with the laws of the State of New York.

IN WITNESS HEREOF, the Lessor and Lessee have executed this Intent to Lease as of the date first above written.

MEDIGRO ORGANICS LLC

By: 


JOHN J. BARONE

This Agreement BETWEEN

O'SULLIVAN EQUIPMENT, INC., a domestic corporation, with offices located at 1978 Route 300, Newburgh, New York 12550

as Landlord

and MEDIGRO ORGANICS, LLC, a limited liability company, with offices at 1978 Route 300, Newburgh, New York 12550,

as Tenant

Witnesseth: The Landlord hereby leases to the Tenant the following premises:

SEE SCHEDULE "A" ATTACHED HERETO.

for the term of Fifteen (15) years

to commence from the 1st day of May, 2015,

XX and to end on the

30th day of April, 2030, XX to be used and occupied only for the cultivation, processing, testing and distribution of horticultural products.

upon the conditions and covenants following:

1st. That the Tenant shall pay the annual rent of

Sixty Thousand Dollars (\$60,000.00) payable in equal installments of \$5,000.00 \$5,000.00

said rent to be paid in equal monthly payments in advance on the 1st day of each and every month during the term aforesaid, as follows:

Construct appropriate facilities and provide adequate security to comply with the New York State Compassionate Care Act

2nd. That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

3rd. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or underlease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the original term.

5th. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Premises is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

6th. The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8th. That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

9th. Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

10th. That the Tenant shall neither encumber nor obstruct the sidewalk in front of entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

11th. The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such place or places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or make any other repairs, alterations or improvements in or upon said premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.

12th. That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

13th. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

14th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

15th. The Tenant has this day deposited with the Landlord the sum of \$ -0- as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

16th. That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

17th. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

18th. Tenant shall pay to Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportionate part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as additional rent and shall be added to the next month's rent thereafter to become due.

19th. That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

20th. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

21st. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

22nd. If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

23rd. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

24th. The Tenant waives all rights to redeem under any law of the State of New York.

25th. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

26th. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

27th. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

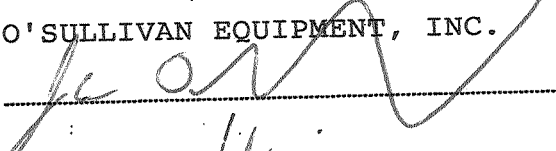
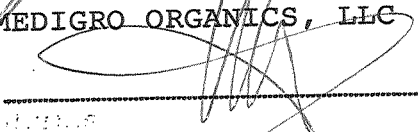
28th. The Tenant, provided the Lease is not in default, shall have the option to extend this Lease for two (2) five (5) year periods upon giving the Landlord written notice of its intention to exercise the option six (6) months prior to the end of the initial term and six (6) months prior to the end of the first Option Term. Rent shall be increased by five (5%) percent per annum during each Option Term.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the parties have interchangeably set their hands and seals (or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed) this day of May, 2015. XX

Signed, sealed and delivered
in the presence of

O'SULLIVAN EQUIPMENT, INC.
By:  L. S.
Landlord
MEDIGRO ORGANICS, LLC
By:  L. S.

Schedule A Description

Underwriter No. **ORT-O**
Title Number **CRC-15305**

Page 1

ALL that certain plot, piece or parcel of land situate, lying and being in the in the Town of Newburgh, County of Orange, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly bounds of North Plank Road (N.Y.S. 300), said point being the southwesterly corner of the lands now or formerly of Rock Cut Associates, LLC (Liber 5589, page 286); running thence the following courses and distances:

1. Along the northeasterly bounds of North Plank Road, North $62^{\circ} 09' 00''$ West, a distance of 260.83 feet to a point of curvature; thence
2. Along the same, on a curve to the left, having a radius of 1,126.00 feet, an arc length of 138.79 feet; thence
3. Along the northeasterly bounds of Kandy Lane (A/K/A Old North Plank Road), on a non-tangent curve to the left, having a radius of 1,696.00 feet, an arc length of 204.56 feet to a point of tangency; thence
4. Along the same, North $62^{\circ} 38' 00''$ West, a distance of 31.29 feet; thence
5. Along the southeasterly bounds of the lands now or formerly of Noe (Liber 1972, page 353), North $27^{\circ} 34' 00''$ East, a distance of 297.53 feet; thence
6. Along the northerly bounds of the same and partially along a stone wall, North $67^{\circ} 32' 30''$ West, a distance of 986.13 feet; thence
7. Along the southeasterly bounds of the lands now or formerly of Minutolo (Liber 1685, page 426), North $23^{\circ} 19' 00''$ East, a distance of 1,177.48 feet; thence
8. Along the southerly bounds of the lands now or formerly of Mazzarelli (Liber 2616, page 105) and partially along a stone wall, South $67^{\circ} 49' 00''$ East, a distance of 2,100.00 feet to a stone wall corner; thence
9. Along the northwesterly bounds of the lands of Rock Cut Associates and generally along a stone wall, South $23^{\circ} 19' 00''$ West, a distance of 1,187.56 feet to a stone wall corner; thence
10. Along the northerly bounds of the lands now or formerly of the County of Orange (Liber 4628, page 301) and the lands of Rock Cut Associates and

Continued On Next Page

generally along a stone wall, North 67° 32' 30" West, a distance of 513.70 feet to a stone wall corner; thence

11.) Along the westerly bounds of Rock Cut Associates, South 21° 37' 00" West, a distance of 357.82 feet to the place or point of beginning.

Excepting, therefrom, the following parcel;

BEGINNING at a point being located the following two (2) courses and distances from the terminus of course No. 8 of the parcel described above;

A.) Along the southerly bounds of the lands now or formerly of Mazzairelli, North 67° 49' 00" West, a distance of 1,074.18 feet; thence

B.) South 20° 51' 40" West, a distance of 168.80 feet to a point marked by an iron pin found and the place or point of beginning.

Running thence the following courses and distances;

1. South 20° 51' 40" West, a distance of 341.57 feet to a point 2.8' north and 2.2' west of an iron pin found; thence

2. North 69° 08' 20" West, a distance of 376.26 feet to a point 0.1' north and 0.1' west of an iron pin found; thence

3. North 18° 44' 30" East, a distance of 341.80 feet to a point 0.3' south and 0.1' east of an iron pin found; thence

4. South 69° 08' 20" East, a distance of 388.90 feet to the place or point of beginning.

Containing 3.00 acres of land more or less.

The total area for the parcel described above is 58.655 acres of land more or less.

SUBJECT TO, however, a 20' wide right of way over the parcel described above from the excepted 3.00 acre parcel; being more particularly bounded and

Continued On Next Page

described as follows:

BEGINNING at a point on the northeasterly bounds of North Plank Road, said point of being located the following two (2) courses and distances from the southwesterly corner of the lands now or formerly of Rock Cut Associates, LLC (Liber 5589 Pag 286);

A.) Along the northeasterly bounds of North Plank Road, North $62^{\circ} 09' 00''$ West, a distance of 260.83 feet to a point of curvature; thence

B.) Along the same, on a curve to the left, having a radius of 1,126.00 feet, an arc length of 74.94 feet to the place or point of beginning.

Running thence the following courses and distances:

1. Along the northwesterly bounds of North Plank Road, on a curve to the left, having a radius of 1,126.000 feet, an arc length of 20.02 feet; thence
2. North $20^{\circ} 58' 38''$ East, a distance of 322.00 feet; thence
3. North $16^{\circ} 01' 58''$ East, a distance of 300.80 feet; thence
4. North $21^{\circ} 20' 38''$ East, a distance of 144.17 feet; thence
5. North $16^{\circ} 51' 58''$ East, a distance of 83.37 feet; thence
6. North $7^{\circ} 27' 58''$ East, a distance of 68.09 feet to a point of curvature; thence
7. On a curve to the left, having a radius of 40.00 feet, an arc length of 46.67 feet to a point of tangency; thence
8. North $59^{\circ} 23' 22''$ West, a distance of 64.55 feet to a point of curvature; thence
9. On a curve to the right, having a radius of 60.00 feet, an arc length of 49.40 feet to a point of tangency; thence
10. North $12^{\circ} 12' 42''$ West, a distance of 26.58 feet to a point of the southerly bounds of the excepted 3.00 acre parcel;
11. Along the southerly bounds of said parcel, South $69^{\circ} 08' 20''$ East, a

Continued On Next Page

Schedule A Description - continued

Underwriter No. **ORT-O**
Title Number **CRC-15305**

Page **4**

distance of 23.87 feet to a point 20.27 feet distant from the southeasterly corner of said parcel; thence

12. South 12° 12' 42" East, a distance of 13.56 feet to a point of curvature; thence

13. On a curve to the left, having a radius of 40.00 feet, an arc length of 32.94 feet to a point of tangency; thence

14. South 59° 23' 22" East, a distance of 64.55 feet to a point of curvature; thence

15. On a curve to the right, having a radius of 60.00 feet, an arc length of 70.01 feet to a point of tangency; thence

16. South 7° 27' 58" West, a distance of 69.73 feet; thence

17. South 16° 51' 58" West, a distance of 85.79 feet; thence

18. South 21° 20' 38" West, a distance of 144.03 feet; thence

19. South 16° 01' 58" West, a distance of 300.74 feet; thence

20. South 20° 58' 38" West, a distance of 323.75 feet to the place or point of beginning.

SUBJECT TO, however, two right of ways to Central Hudson Gas & Electric Corporation as specified in deeds Liber 1179 Page 435 and Liber 1825 page 1209. Said right of ways being a total of 225 feet wide and run from the westerly bounds of the parcels described above, easterly to the easterly bounds of the parcels described above.

FOR INFORMATION ONLY, not insured hereunder:

Street address: 1978 Route 300, Town of Newburgh, NY 12550

Tax Designation: Section 3, Block 1, Lot 61.2

Lease "Addendum"

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

LETTER OF INTENT TO LEASE

BY AND BETWEEN

MEDIGRO ORGANICS LLC, as LESSEE

AND

EuroTECH Corp. 135 W 42nd St, as LESSOR
NY, NY

RECITALS:

WHEREAS, the Landlord proposes to lease the property and facilities described herein.

PROPOSED LEASE

The Lessee, Medigro Organics LLC desires to rent and the Lessor agrees to lease to the Tenant property as set forth on Exhibit "A" hereto.

LEASE TERM

Lease Term: The Lease Term shall be for sixty (60) full months beginning on the Commencement Date.

Possession Date: The date Landlord makes the Demised Premises available to the Tenant. The Tenant shall take possession of the Demised Premises on the Possession Date.

Option Term: There shall be two (2) Option Terms of sixty (60) months. The Option Term shall commence on the day immediately following the last day of the prior Lease Term and shall terminate on the last day of the last calendar month in the Option Term. Tenant must notify Landlord of its election to exercise the Option by written notice given no sooner than four (4) months and no later than three (3) months prior to the last day of the Lease Term.

RENT

Minimum Annual Rent: Base rent shall be \$7500 payable monthly from the Commencement Date through the last day of the 60th month of the Lease Term.

LESSOR'S INSURANCE REQUIREMENT

Commercial General Liability: \$1,000,000.00 per occurrence, \$3,000,000.00 in the aggregate.

Personal Property: Full replacement coverage.

Additional Insured's: Tenant's insurance and insurance certificates shall name the Lessor and as the Lessor directs its lenders under all policies providing the coverage required of Tenant in the Lease.

It is understood by the parties that this Letter of Intent is subject to a fully executed and detailed Lease Agreement and is being executed at the present time solely for the purpose of reserving a location for the Lessee.

Security Deposit: The Lessee shall be required to deposit with the Lessor at the inception of the Lease an amount equal to three (3) months rent as security for the faithful performance of this Leases, all to be further defined in the Lease Agreement.

Effective Date: THE LOI shall be in force and effect for thirty (30) days unless mutually extended by the parties hereto.

MEDIGRO ORGANICS LLC
By: _____ Lessee

By: _____ Lessor

Lease "Addendum"

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



This Lease made the _____ day of _____ between

OM REALTY ASSOCIATES LLC, with offices at 100 Buena Vista Drive,
New City, New York 10956
hereinafter referred to as LANDLORD, and

MEDIGRO ORGANICS, LLC, with offices at 1978 Route 300, Newburgh,
New York 12550
hereinafter jointly, severally and collectively referred to as TENANT.

Witnesseth, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes

from the Landlord 2000 square feet of secure space

in the building known as 45 Hemlock Drive, Congers, New York 10920

to be used and occupied by the Tenant

As a Dispensary under the New York State Compassionate Care Act

and for no other purpose, for a term to commence on May 1, 2015 and to end
on April 30, 2030 unless sooner terminated as hereinafter provided, at the ANNUAL RENT of
Thirty Thousand Dollars (\$30,000.00)

all payable in equal monthly instalments in advance on the first day of each and every calendar month during said term,
except the first instalment, which shall be paid upon the execution hereof.

THE TENANT JOINTLY AND SEVERALLY COVENANTS:

FIRST.—That the Tenant will pay the rent as above provided.

REPAIRS

ORDINANCES AND VIOLATIONS

ENTRY

INDEMNIFY LANDLORD

SECOND.—That, throughout said term the Tenant will take good care of the demised premises, fixtures and appurtenances, and all alterations, additions and improvements to either; make all repairs in and about the same necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work; promptly pay the expense of such repairs; suffer no waste or injury; give prompt notice to the Landlord of any fire that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force (except those requiring structural alterations), applicable to the demised premises or to the Tenant's occupation thereof, of the Federal, State and Local Governments, and of each and every department, bureau and official thereof, and of the New York Board of Fire Underwriters; permit at all times during usual business hours, the Landlord and representatives of the Landlord to enter the demised premises for the purpose of inspection, and to exhibit them for purposes of sale or rental; suffer the Landlord to make repairs and improvements to all parts of the building, and to comply with all orders and requirements of governmental authority applicable to said building or to any occupation thereof; suffer the Landlord to erect, use, maintain, repair and replace pipes and conduits in the demised premises and to the floors above and below; forever indemnify and save harmless the Landlord for and against any and all liability, penalties, damages, expenses and judgments arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, or of the employees, guests, agents, assigns or undertenants of the Tenant and also for any matter or thing growing out of the occupation of the demised premises or of the streets, sidewalks or vaults adjacent thereto; permit, during the six months next prior to the expiration of the term the usual notice "To Let" to be placed and to remain unmolested in a conspicuous place upon the exterior of the demised premises; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property; and at the end of the term, to quit and surrender the demised premises with all alterations, additions and improvements in good order and condition.

MOVING INJURY SURRENDER

NEGATIVE COVENANTS

OBSTRUCTION SIGNS

AIR CONDITIONING

THIRD.—That the Tenant will not disfigure or deface any part of the building, or suffer the same to be done, except so far as may be necessary to affix such trade fixtures as are herein consented to by the Landlord; the Tenant will not obstruct, or permit the obstruction of the street or the sidewalk adjacent thereto; will not do anything, or suffer anything to be done upon the demised premises which will increase the rate of fire insurance upon the building or any of its contents, or be liable to cause structural injury to said building; will not permit the accumulation of waste or refuse matter, and will not, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage or transfer this lease, underlet the demised premises or any part thereof, permit the same or any part thereof to be occupied by anybody other than the Tenant and the Tenant's employees, make any alterations in the demised premises, use the demised premises or any part thereof for any purpose other than the one first above stipulated, or for any purpose deemed extra hazardous on account of fire risk, nor in violation of any law or ordinance. That the Tenant will not obstruct or permit the obstruction of the light, halls, stairway or entrances to the building, and will not erect or inscribe any sign, signals or advertisements unless and until the style and location thereof have been approved by the Landlord; and if any be erected or inscribed without such approval, the Landlord may remove the same. No water cooler, air conditioning unit or system or other apparatus shall be installed or used without the prior written consent of Landlord.

IT IS MUTUALLY COVENANTED AND AGREED, THAT

FIRE CLAUSE

FOURTH.—If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. But if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles", or any other cause beyond Landlord's control. If the demised premises are totally damaged or are rendered wholly untenable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Paragraph Twelve hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. If Tenant shall not be in default under this lease then, upon the termination of this lease under the conditions provided for in the sentence immediately preceding, Tenant's liability for rent shall cease as of the day following the casualty. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof. If the damage or destruction be due to the fault or neglect of Tenant the debris shall be removed by, and at the expense of, Tenant.

EMINENT DOMAIN

LEASE NOT IN EFFECT

DEFAULTS

TEN DAY NOTICE

FIFTH.—If the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the term hereby granted shall cease from the time when possession of the part so taken shall be required for such public purpose and without apportionment of award, the Tenant hereby assigning to the Landlord all right and claim to any such award, the current rent, however, in such case to be apportioned.

SIXTH.—If, before the commencement of the term, the Tenant be adjudicated a bankrupt, or make a "general assignment," or take the benefit of any insolvent act, or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Tenant shall default in the performance of any agreement by the Tenant contained in any other lease to the Tenant by the Landlord or by any corporation of which an officer of the Landlord is a Director, this lease shall thereby, at the option of the Landlord, be terminated and in that case, neither the Tenant nor anybody claiming under the Tenant shall be entitled to go into possession of the demised premises. If after the commencement of the term, any of the events mentioned above in this subdivision shall occur, or if Tenant shall make default in fulfilling any of the covenants of this lease, other than the covenants for the payment of rent or "additional rent" or if the demised premises become vacant or deserted, the Landlord may give to the Tenant ten days' notice of intention to end the term of this lease, and thereupon at the expiration of said ten days' (if said condition which was the basis of said notice shall continue to exist) the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

RE-POSSESSION
BY LANDLORD

If the Tenant shall make default in the payment of the rent reserved hereunder, or any item of "additional rent" herein mentioned, or any part of either or in making any other payment herein provided for, or if the notice last above provided for shall have been given and if the condition which was the basis of said notice shall exist at the expiration of said ten days' period, the Landlord may immediately, or at any time thereafter, re-enter the demised premises and remove all persons and all or any property therefrom, either by summary dispossession proceedings, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and re-possess and enjoy said premises together with all additions, alterations and improvements. In any such case or in the event that this lease be "terminated" before the commencement of the term, as above provided, the Landlord may either re-let the demised premises or any part or parts thereof for the Landlord's own account, or may, at the Landlord's option, re-let the demised premises or any part or parts thereof as the agent of the Tenant, and receive the rents therefor, applying the same first to the payment of such expenses as the Landlord may have incurred, and then to the fulfillment of the covenants of the Tenant herein, and the balance, if any, at the expiration of the term first above provided for, shall be paid to the Tenant. Landlord may rent the premises for a term extending beyond the term hereby granted without releasing Tenant from any liability. In the event that the term of this lease shall expire as above in this subdivision "Sixth" provided, or terminate by summary proceedings or otherwise, and if the Landlord shall not re-let the demised premises for the Landlord's own account, then, whether or not the premises be re-let, the Tenant shall remain liable for, and the Tenant hereby agrees to pay to the Landlord, until the time when this lease would have expired but for such termination or expiration, the equivalent of the amount of all of the rent and "additional rent" reserved herein, less the avails of reletting, if any, and the same shall be due and payable by the Tenant to the Landlord on the several rent days above specified, that is, upon each of such rent days the Tenant shall pay to the Landlord the amount of deficiency then existing. The Tenant hereby expressly waives any and all right of redemption in case the Tenant shall be dispossessed by judgment or warrant of any court or judge, and the Tenant waives and will waive all right to trial by jury in any summary proceedings hereafter instituted by the Landlord against the Tenant in respect to the demised premises. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

RE-LETTING

WAIVER
BY TENANT

REMEDIES ARE
CUMULATIVE

In the event of a breach or threatened breach by the Tenant of any of the covenants or provisions hereof, the Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for.

LANDLORD
MAY
PERFORM

ADDITIONAL
RENT

SEVENTH.—If the Tenant shall make default in the performance of any covenant herein contained, the Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of the Tenant. If a notice of mechanic's lien be filed against the demised premises or against premises of which the demised premises are part, for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to or for the Tenant at the demised premises, and if the Tenant shall fail to take such action as shall cause such lien to be discharged within fifteen days after the filing of such notice, the Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, the Landlord may require the lienor to prosecute an appropriate action to enforce the lienor's claim. In such case, the Landlord may pay any judgment recovered on such claim. Any amount paid or expense incurred by the Landlord as in this subdivision of this lease provided, and any amount as to which the Tenant shall at any time be in default for or in respect to the use of water, electric current or sprinkler supervisory service, and any expense incurred or sum of money paid by the Landlord by reason of the failure of the Tenant to comply with any provision hereof, or in defending any such action, shall be deemed to be "additional rent" for the demised premises, and shall be due and payable by the Tenant to the Landlord on the first day of the next following month, or, at the option of the Landlord, on the first day of any succeeding month. The receipt by the Landlord of any instalment of the regular stipulated rent hereunder or any of said "additional rent" shall not be a waiver of any other "additional rent" then due.

AS TO
WAIVERS

EIGHTH.—The failure of the Landlord to insist, in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof no further assignment shall be made without express consent in writing by the Landlord.

COLLECTION
OF RENT
FROM OTHERS

NINTH.—If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than the Tenant the Landlord may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment and underletting, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of the Tenant from the further performance by the Tenant of the covenants herein contained on the part of the Tenant.

MORTGAGES

TENTH.—This lease shall be subject and subordinate at all times, to the lien of the mortgages now on the demised premises, and to all advances made or hereafter to be made upon the security thereof, and subject and subordinate to the lien of any mortgage or mortgages which at any time may be made a lien upon the premises. The Tenant will execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by any mortgagee or proposed mortgagee. The Tenant hereby appoints the Landlord the attorney-in-fact of the Tenant, irrevocable, to execute and deliver any such instrument or instruments for the Tenant.

IMPROVEMENTS

ELEVENTH.—All improvements made by the Tenant to or upon the demised premises, except said trade fixtures, shall when made, at once be deemed to be attached to the freehold, and become the property of the Landlord, and at the end or other expiration of the term, shall be surrendered to the Landlord in as good order and condition as they were when installed, reasonable wear and damages by the elements excepted.

NOTICES

TWELFTH.—Any notice or demand which under the terms of this lease or under any statute must or may be given or made by the parties hereto shall be in writing and shall be given or made by mailing the same by certified or registered mail addressed to the respective parties at the addresses set forth in this lease.

NO LIABILITY

THIRTEENTH.—The Landlord shall not be liable for any failure of water supply or electrical current, sprinkler damage, or failure of sprinkler service, nor for injury or damage to person or property caused by the elements or by other tenants or persons in said building, or resulting from steam, gas, electricity, water, rain or snow, which may leak or flow from any part of said buildings, or from the pipes, appliances or plumbing works of the same, or from the street or sub-surface, or from any other place, nor for interference with light or other incorporeal hereditaments by anybody other than the Landlord, or caused by operations by or for a governmental authority in construction of any public or quasi-public work, neither shall the Landlord be liable for any latent defect in the building.

NO
ABATEMENT

FOURTEENTH.—No diminution or abatement of rent, or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

RULES, ETC.

FIFTEENTH.—The Landlord may prescribe and regulate the placing of safes, machinery, quantities of merchandise and other things. The Landlord may also prescribe and regulate which elevator and entrances shall be used by the Tenant's employees, and for the Tenant's shipping. The Landlord may make such other and further rules and regulations as, in the Landlord's judgment, may from time to time be needful for the safety, care or cleanliness of the building, and for the preservation of good order therein. The Tenant and the employees and agents of the Tenant will observe and conform to all such rules and regulations.

SHORING OF
WALLS

SIXTEENTH.—In the event that an excavation shall be made for building or other purposes upon land adjacent to the demised premises or shall be contemplated to be made, the Tenant shall afford to the person or persons causing or to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person or persons shall deem to be necessary to preserve the wall or walls, structure or structures upon the demised premises from injury and to support the same by proper foundations.

VAULT SPACE

SEVENTEENTH.—No vaults or space not within the property line of the building are leased hereunder. Landlord makes no representation as to the location of the property line of the building. Such vaults or space as Tenant may be permitted to use or occupy are to be used or occupied under a revocable license and if such license be revoked by the Landlord as to the use of part or all of the vaults or space Landlord shall not be subject to any liability; Tenant shall not be entitled to any compensation or reduction in rent nor shall this be deemed constructive or actual eviction. Any tax, fee or charge of municipal or other authorities for such vaults or space shall be paid by the Tenant for the period of the Tenant's use or occupancy thereof.

ENTRY

EIGHTEENTH.—That during seven months prior to the expiration of the term hereby granted, applicants shall be admitted at all reasonable hours of the day to view the premises until rented; and the Landlord and the Landlord's agents shall be permitted at any time during the term to visit and examine them at any reasonable hour of the day, and workmen may enter at any time, when authorized by the Landlord or the Landlord's agents, to make or facilitate repairs in any part of the building; and if the said Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, the Landlord or the Landlord's agents may forcibly enter the same without rendering the Landlord or such agents liable to any claim or cause of action for damages by reason thereof (if during such entry the Landlord shall accord reasonable care to the Tenant's property) and without in any manner affecting the obligations and covenants of this lease; it is, however, expressly understood that the right and authority hereby reserved, does not impose, nor does the Landlord assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of said premises, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected.

NO REPRESENTATIONS

NINETEENTH.—The Landlord has made no representations or promises in respect to said building or to the demised premises except those contained herein, and those, if any, contained in some written communication to the Tenant, signed by the Landlord. This instrument may not be changed, modified, discharged or terminated orally.

ATTORNEY'S
FEES

TWENTIETH.—If the Tenant shall at any time be in default hereunder, and if the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will reimburse the Landlord for the expense of attorneys' fees and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount. Also so long as the Tenant shall be a tenant hereunder the amount of such expenses shall be deemed to be "additional rent" hereunder and shall be due from the Tenant to the Landlord on the first day of the month following the incurring of such respective expenses.

POSSESSION

TWENTY-FIRST.—Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason: in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.

THE TENANT FURTHER COVENANTS:

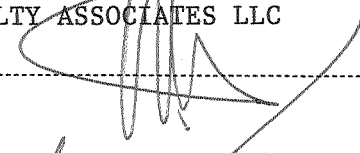
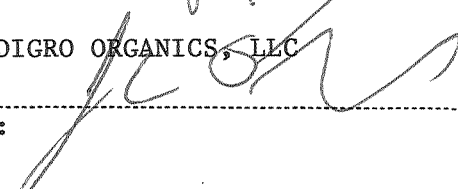
IF A FIRST FLOOR	TWENTY-SECOND.—If the demised premises or any part thereof consist of a store, or of a first floor, or of any part thereof, the Tenant will keep the sidewalk and curb in front thereof clean at all times and free from snow and ice, and will keep insured in favor of the Landlord, all plate glass therein and furnish the Landlord with policies of insurance covering the same.
INCREASED FIRE INSURANCE RATE	TWENTY-THIRD.—If by reason of the conduct upon the demised premises of a business not herein permitted, or if by reason of the improper or careless conduct of any business upon or use of the demised premises, the fire insurance rate shall at any time be higher than it otherwise would be, then the Tenant will reimburse the Landlord, as additional rent hereunder, for that part of all fire insurance premiums hereafter paid out by the Landlord which shall have been charged because of the conduct of such business not so permitted, or because of the improper or careless conduct of any business upon or use of the demised premises, and will make such reimbursement upon the first day of the month following such outlay by the Landlord; but this covenant shall not apply to a premium for any period beyond the expiration date of this lease, first above specified. In any action or proceeding wherein the Landlord and Tenant are parties, a schedule or "make up" of rate for the building on the demised premises, purporting to have been issued by New York Fire Insurance Exchange, or other body making fire insurance rates for the demised premises, shall be prima facie evidence of the facts therein stated and of the several items and charges included in the fire insurance rate then applicable to the demised premises.
WATER RENT	TWENTY-FOURTH.—If a separate water meter be installed for the demised premises, or any part thereof, the Tenant will keep the same in repair and pay the charges made by the municipality or water supply company for or in respect to the consumption of water, as and when bills therefor are rendered. If the demised premises, or any part thereof, be supplied with water through a meter which supplies other premises, the Tenant will pay to the Landlord, as and when bills are rendered therefor, the Tenant's proportionate part of all charges which the municipality or water supply company shall make for all water consumed through said meter, as indicated by said meter. Such proportionate part shall be fixed by apportioning the respective charge according to floor area against all of the rentable floor area in the building (exclusive of the basement) which shall have been occupied during the period of the respective charges, taking into account the period that each part of such area was occupied. Tenant agrees to pay as additional rent the Tenant's proportionate part, determined as aforesaid, of the sewer rent or charge imposed or assessed upon the building of which the premises are a part.
SEWER	
ELECTRIC CURRENT	TWENTY-FIFTH.—That the Tenant will purchase from the Landlord, if the Landlord shall so desire, all electric current that the Tenant requires at the demised premises, and will pay the Landlord for the same, as the amount of consumption shall be indicated by the meter furnished therefor. The price for said current shall be the same as that charged for consumption similar to that of the Tenant by the company supplying electricity in the same community. Payments shall be due as and when bills shall be rendered. The Tenant shall comply with like rules, regulations and contract provisions as those prescribed by said company for a consumption similar to that of the Tenant.
SPRINKLER SYSTEM	TWENTY-SIXTH.—If there now is or shall be installed in said building a "sprinkler system" the Tenant agrees to keep the appliances thereto in the demised premises in repair and good working condition, and if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the State or local government requires or recommends that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of the Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or if such changes, modifications, alterations, additional sprinkler heads or other equipment in the demised premises are necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said Exchange, or by any Fire Insurance Company, the Tenant will at the Tenant's own expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment. As additional rent hereunder the Tenant will pay to the Landlord, annually in advance, throughout the term \$....., toward the contract price for sprinkler supervisory service.
SECURITY	TWENTY-SEVENTH.—The sum of.....Dollars is deposited by the Tenant herein with the Landlord herein as security for the faithful performance of all the covenants and conditions of the lease by the said Tenant. If the Tenant faithfully performs all the covenants and conditions on his part to be performed, then the sum deposited shall be returned to said Tenant.
NUISANCE	TWENTY-EIGHTH.—This lease is granted and accepted on the especially understood and agreed condition that the Tenant will conduct his business in such a manner, both as regards noise and kindred nuisances, as will in no wise interfere with, annoy, or disturb any other tenants, in the conduct of their several businesses, or the landlord in the management of the building; under penalty of forfeiture of this lease and consequential damages.
BROKERS COMMISSIONS	TWENTY-NINTH.—The Landlord hereby recognizes..... as the broker who negotiated and consummated this lease with the Tenant herein, and agrees that if, as, and when the Tenant exercises the option, if any, contained herein to renew this lease, or fails to exercise the option, if any, contained therein to cancel this lease, the Landlord will pay to said broker a further commission in accordance with the rules and commission rates of the Real Estate Board in the community. A sale, transfer, or other disposition of the Landlord's interest in said lease shall not operate to defeat the Landlord's obligation to pay the said commission to the said broker. The Tenant herein hereby represents to the Landlord that the said broker is the sole and only broker who negotiated and consummated this lease with the Tenant.
WINDOW CLEANING	THIRTIETH.—The Tenant agrees that it will not require, permit, suffer, nor allow the cleaning of any window, or windows, in the demised premises from the outside (within the meaning of Section 202 of the Labor Law) unless the equipment and safety devices required by law, ordinance, regulation or rule, including, without limitation, Section 202 of the New York Labor Law, are provided and used, and unless the rules, or any supplemental rules of the Industrial Board of the State of New York are fully complied with; and the Tenant hereby agrees to indemnify the Landlord, Owner, Agent, Manager and/or Superintendent, as a result of the Tenant's requiring, permitting, suffering, or allowing any window, or windows in the demised premises to be cleaned from the outside in violation of the requirements of the aforesaid laws, ordinances, regulations and/or rules.
VALIDITY	THIRTY-FIRST.—The invalidity or unenforceability of any provision of this lease shall in no way affect the validity or enforceability of any other provision hereof.
EXECUTION & DELIVERY OF LEASE	THIRTY-SECOND.—In order to avoid delay, this lease has been prepared and submitted to the Tenant for signature with the understanding that it shall not bind the Landlord unless and until it is executed and delivered by the Landlord.
EXTERIOR OF PREMISES	THIRTY-THIRD.—The Tenant will keep clean and polished all metal, trim, marble and stonework which are a part of the exterior of the premises, using such materials and methods as the Landlord may direct, and if the Tenant shall fail to comply with the provisions of this paragraph, the Landlord may cause such work to be done at the expense of the Tenant.
PLATE GLASS	THIRTY-FOURTH.—The Landlord shall replace at the expense of the Tenant any and all broken glass in the skylights, doors and walls in and about the demised premises. The Landlord may insure and keep insured all plate glass in the skylights, doors and walls in the demised premises, for and in the name of the Landlord and bills for the premiums therefor shall be rendered by the Landlord to the Tenant at such times as the Landlord may elect, and shall be due from and payable by the Tenant when rendered, and the amount thereof shall be deemed to be, and shall be paid as, additional rent.
WAR EMERGENCY	THIRTY-FIFTH.—This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

THE LANDLORD COVENANTS

QUIET POSSESSION	FIRST.—That if and so long as the Tenant pays the rent and "additional rent" reserved hereby, and performs and observes the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this lease, and to the mortgages above mentioned, provided however, that this covenant shall be conditioned upon the retention of title to the premises by Landlord.
ELEVATOR	SECOND.—Subject to the provisions of Paragraph "Fourteenth" above the Landlord will furnish the following respective services: (a) Elevator service, if the building shall contain an elevator or elevators, on all days except Sundays and holidays, from A.M. to P.M. and on Saturdays from A.M. to P.M.; (b) Heat, during the same hours on the same days in the cold season in each year.
HEAT	

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the Landlord and Tenant have respectively signed and sealed these presents the day and year first above written.

IN PRESENCE OF:	OM REALTY ASSOCIATES LLC	
	By: 	[L. S.] Landlord
	MEDIGRO ORGANICS, LLC	
	By: 	[L. S.] Tenant

RIDER TO LEASE BETWEEN OM REALTY ASSOCIATES LLC and
MEDIGRO ORGANICS, LLC

1. The parties hereto understand that the leased premises herein will be used as a dispensary for medical marijuana and while it is the responsibility for the tenant to comply with applicable provisions of the N.Y.S. Public Health Law NYCRR as to proper tracking and security of the product, the landlord understands that he must provide a dedicated, segregated space capable of being adequately secured for its intended purpose to be utilized solely by Medigro and that it will maintain and install such security as is required.

OM REALTY ASSOCIATES LLC

By: _____

MEDIGRO ORGANICS, LLC

By: _____

Lease "Addendum"

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



MANUFACTURING

To ensure consistent, reliable, reproducible production of high quality medical marijuana Medigro has retained a team of experts with decades of experience in commercial crop production in controlled environments and medical marijuana production. This operating plan describes the personnel and greenhouse systems which will provide an ideal environment for production of medical marijuana. The cultivation practices to be employed will also be described.

Medigro will use two production sites to produce medical marijuana for the patients of New York. One site (near Syracuse) is an existing commercial greenhouse which will be modified quickly for medical marijuana cultivation and will be in production approximately two months after approval as a registered organization (RO). Medical marijuana will be ready for harvest approximately five months after approval as an RO.

The other site (near Newburgh) will be purpose-built for production of medical marijuana. Site preparation work has been largely completed and construction will begin immediately after approval as an RO. Medical marijuana production will commence approximately five months after approval with medical marijuana available for a vest approximately eight months after approval as an RO.

Having two production sites will provide security of production in the case of catastrophic failure at one site.

Cultivation Staffing Summary

Full information about staffing is included in Attachment D. The following is a summary of staffing information related to cultivation of medical marijuana.

Cultivation at both sites will be supervised by David C. Cable, Director of Operations for Medigro. Each site will have a head grower and assistant growers. Cultivation recommendations will be made for both sites by Dr. Brian Corr.

David Schaible, Director of Operations, is currently a research manager in the pharmaceutical industry and brings over 25 years of pharma experience and integrity to Medigro. He has experience as a project leader and as a manager of multi-functional groups. He has consulted with the medical marihuana industry to develop the first tablet-form of medical marihuana. He has a Masters of Science degree from SUNY New Paltz in Biology with focus on plant genetics, environmental and agricultural studies.

The Syracuse site will be staffed by head grower John Barone who has 25 years of commercial greenhouse production experience with extensive knowledge of plant propagation and stock plant management. John also holds a New York State private pesticide applicators license (ID# P7866114). Operations Manager MerryBeth Barone has extensive growing experience and also has worked extensively with tracking plant material. She has worked extensively with a sophisticated specialized software system designed for the greenhouse industry that tracks plants from start to finish throughout the facility. Grower Shannon Martini has extensive experience with the use of biological controls and hold a New York State private applicators license (ID# P7835712). Growers for the Newburgh site have not yet been hired.

Brian Corr, PhD will serve as an advisor for production at both sites. He has over 40 years of experience in crop production under controlled environment conditions. He has been a faculty member at the University of Tennessee and has worked for international firms specializing in plant genetics. Over his long career he has traveled to over 30 countries to provide horticultural advice. He has been responsible for new product development, including ethical acquisition of new plant species and evaluation of the species for introduction as horticultural crops. He has managed technical specialist groups and had responsibility for a research facility. He has consulted with legal marihuana producers throughout the United States.

Cultivation Facilities

The existing Syracuse (Onondaga County) location consists of 32472 sq ft of glass covered greenhouses, connected gutter design. Construction began in the fall of 2014 for an additional section of 21168 sq ft with an expected completion date of late summer of 2015. The existing plan also is immediately ready to build an

additional 52920 sq ft in the current block with the potential to expand to a total of 150,000 sq ft if demand warrants.

The facility has a Priva environmental control system that operates the heating system, cooling system, energy curtains, blackout curtains and the supplemental lighting system. The existing sidewalls will be replaced with insulated R13, 29-gauge corrugated steel for energy efficiency and security.

The facility has a highly efficient movable bench system that allows the maximum use of space which maximizes the use of space, labor and energy. All phases of production are highly efficient, eliminating the costly handling of plant material. The movable benches are moved very easily to the desired location. For example, one high level employee can quickly and easily move plants that are ready to harvest from the flowering area into the processing area thus greatly eliminating the number of employees that are in contact with a flowering plant. Two bench sizes and styles are used, “expanded metal top” and an “ebb and flood bench”, photos below.



The Syracuse facility has designated areas for planting/potting, processing and truck loading. Planting and potting are will be in a 5544 sq ft work area also used for storage of potting media and supplies. Processing will take place in a steel covered 5760 sq ft attached building. Medical marihuana ready for harvest will be transported to the work area on the movable benches to minimize worker time in the greenhouse. Trucks will be loaded inside a 2520 sq ft steel covered attached building.

The Syracuse facility also has access to ‘pods’ which are re-purposed concrete-walled buildings. These pods have secure concrete walls and have heating, ventilation and lighting installed. These pods will be used immediately after approval as a registered organization to grow mother (stock) plants while the greenhouse is retrofitted for medical marihuana production. Having stock plants in place will enable the greenhouse to be used for full production as soon as refurbishing is complete. In addition, test crops of medical marihuana will be produced for use by the extraction team to test and calibrate the extraction system. By doing this the extraction system will be fully functional and ready for production when the first full crop is produced.

The Newburgh facility (ready for construction) will be a greenhouse designed by Nexus Corporation to provide optimal light, temperature and air for production of medical marihuana. Exterior walls of the facility will be constructed of insulated R13, 29-gauge corrugated steel for energy efficiency and security. The initial phase of the greenhouse will be constructed with 33,600 sq ft of covered growing area. The site consists of over 58 acres with ample room for greenhouse expansion as needed.

The environmental conditions within the zones will be controlled by a computerized Argus zone controller to monitor interior and exterior conditions and adjust control systems for optimum growing conditions. In the event a monitored condition falls outside set parameters, alarms notify the appropriate staff. Automated alerts and reports will be emailed to the Head Grower and recorded in the daily operations log. By maintaining a minute-by-minute record of environmental conditions, cultural and production research can be conducted to maximize production efficiency.

Cultivation Environmental Control

Light

Medical marihuana grows best with high light levels. Rather than relying on artificial lighting found in converted warehouse grow rooms Medigro will produce medical marihuana in greenhouses to use sunlight as the primary source of photosynthetic energy.

The most significant environmental impact of marihuana production has historically been excessive energy consumption. A 2012 peer-reviewed study by Evan Mills, PhD, (Energy Policy 46:58-67 and available online at http://evan-mills.com/energy-associates/Indoor_files/cannabiscarbon-footprint.pdf) illustrates

the heavy environmental toll resulting from warehouse production of marihuana. Besides the energy required for lighting, warehouse production typically also requires ventilation and/or air conditioning to remove excessive heat from the lights. In contrast, our greenhouse minimizes energy consumption. For example, the majority of light required for photosynthesis in our designs comes from sunlight through the transparent roof.

The Syracuse site roof is covered with glass. The roof at the Newburgh site will be covered with SolarSoft diffused polycarbonate which minimizes shadows so all plants grow uniformly. In addition to the uniform light through the roof, supplemental lighting will be used to maximize the photosynthetically active radiation (PAR) levels during dark days. Supplemental lighting is supplied by high pressure sodium (HPS) lighting with electronic ballasts and tuned reflectors for enhanced efficiency. The computer control system monitors incoming sunlight, and supplements the light as needed to maintain optimum plant growth. The lighting system will have the capacity to add approximately 25 mols/m²/day of photosynthetically active radiation. This supplemental lighting will make winter production comparable to summer production for enhanced predictability and uniformity.

Because marihuana is photoperiodic the greenhouse design includes blackout curtains for light exclusion to provide the appropriate photoperiod for growth regardless of the external day length. For vegetative growth, supplemental lighting will extend the days to 18 hours when the natural day length is less than 18 hours. For flowering, the environmental control computers will close blackout cloth to provide 12 hour days when the natural day length is longer than 12 hour days, or if there is a risk of light pollution from exterior lights. Blackout curtains also are used to prevent interior lights from contributing to light pollution after sundown.

Temperature

Medical marihuana requires relatively warm temperatures for optimal growth. The greenhouses are designed with hot water, under-bench heat for the winter. The system has been designed to maintain an interior temperature as much as 75 degrees F warmer than the exterior temperature ensuring appropriate temperature for growth in the winter. When energy conservation procedures are engaged, including heat retention curtains which are pulled across the greenhouse to retain heat, the exterior to interior temperature differential can be even greater. Therefore, even on the coldest winter night the indoor temperatures will be maintained above 65 degrees F.

At the Syracuse location hot water for heating is supplied by a natural gas fired boilers. The Newburgh location is designed to operate with a biomass boiler for hot water. Both facilities will have supplemental natural gas fired unit heaters for emergency backup or to provide additional heat under extreme conditions. A standby electrical generator will be onsite at both sites as backup in case of failure of electrical power.

A TruLeaf aluminum fin under-bench heating system circulates warm water through the greenhouse providing heat where it is needed most, at the root zone and through the plant canopy. Through convection, warm air rises through the plant canopy warming the plant, minimizing stagnant air, and therefore reducing foliar disease.

Heat retention curtains are pulled over the crop at night to minimize heat loss when outdoor temperatures are lower than the interior temperature.

Although medical marihuana grows well at warm temperatures, excessive heat (above approximately 90 degrees F) is detrimental to growth. During periods of high temperature greenhouse cooling is controlled by the computer control system.

The necessity for cooling determines the method of temperature control. When temperatures are within range for ideal growth of medical marihuana, the system is at “Stage 0”. In contrast, “Stage 3” is used for the highest cooling demands. The shade curtains also work in conjunction with the cooling systems to provide additional temperature control. The stages of cooling to be used within the greenhouse facility are:

- Stage 0: Horizontal Air Flow (HAF) fans on, ventilation fans off
- Stage 1: Ventilation fans on low
- Stage 2: Ventilation fans on high
- Stage 3: Ventilation fans on high plus wet wall pad pump turned on

Temperature control involves more than managing the maximum or minimum temperature.

Research has shown that managing the differential in temperature between day and night temperatures (‘DIF’) can influence the plant architecture. A positive DIF (day temperature higher than night temperature) enhances stem elongation. A negative DIF (night temperature lower than day temperature) limits stem

elongation. Medigro will use DIF to manipulate plant growth to elongate stems early in production and minimize stem elongation at the end of production.

Air

Air movement is essential for successful cultivation of medical marihuana for several reasons.

During times of high photosynthetic flux, carbon dioxide can be depleted from the boundary layer around the leaves. By maintaining air movement, the boundary layer is reduced and carbon dioxide is available to the plant for maximum photosynthesis and therefore maximum growth.

In addition, medical marihuana is susceptible to several foliar fungal diseases, most notably Botrytis and powdery mildew caused by various fungi, most commonly *Podosphaera (Sphaerotheca) macularis*. Maintaining constant air movement reduces the probability of problems with these diseases. Each greenhouse zone is designed for up to one complete air exchange per minute, with a minimum air speed of 88 ft / minute against 0.20-inch static pressure.

In addition, each zone is equipped with horizontal air flow (HAF) fans for air movement when external ventilation is not required. These HAF fans maintain air movement within the crop with minimal energy cost by using the inertia of an air mass moving fluidly. The energy required by the fans to maintain movement of the air is minimal.

Air inlets for the greenhouse will be screened with OptiNet insect screening to prevent the entry of insects (thrips, aphids, whiteflies, etc.).

During periods of active growth, medical marihuana can deplete the carbon dioxide levels in the greenhouse, resulting in reduced growth. Sensors in each zone monitored by the computer control system will detect when carbon dioxide levels drop below 1200 ppm. If the ventilation fans are not running, carbon dioxide generators will run until the carbon dioxide level is raised to 1500 ppm.

Flowering medical marihuana produces a distinct odor. Exhaust air will be treated with Ecosorb® natural organic odor neutralizer during flowering phase to minimize offensive odors in vented air.

Cultivation Details

The staff and facilities described above provide the essential environment for successful production of medical marihuana. During production Medigro will employ principles of horticultural science proven in multiple crops. Professional production of a crop requires attention to genetics, sanitation, plant nutrition, irrigation and plant protection.

Genetics

Plant science begins by producing uniform cuttings of cultivars ('strains') of medicinal marihuana appropriate for patient use. Production of medical marihuana will be from completely genetically uniform starter material. The quality of the medical marihuana produced can only be as good as the quality of the plant material used to produce the product. Genetic uniformity of marihuana cultivars ('stains') currently available in the marihuana industry is unreliable. As a result, producers and patients cannot be confident they will always receive a consistent product. Marihuana has been produced under marketing names, not always reflecting the same genetic material with the same cannabinoid, terpene and flavonoid profiles and therefore with different patient responses. Medigro will ensure there is no genetic variability within mother stock of a cultivar, so all plants of that cultivar in production are one clone (the same genetic background in each plant). This will be accomplished by building stock from single-clone identified starter material. Mother stock will be disease-tested and maintained in isolation to preserve disease and insect-free material.

In keeping with regulations, five 'brands' of medical marihuana will be produced. Two are specified in the regulations at 1004.11(c)4 and 1004.11(c)5. One brand will be high in cannabidiol (CBD) and low in tetrahydrocannabinol (THC) with a THC:CBD ratio of no less than 1:20. Another will be produced with approximately equal amounts of THC and CBD.

Medigro will achieve brand consistency in four ways –

1. Medical marihuana will be produced from genetically-identified single clone sources. This overcomes a common problem in medical marihuana production, that of genetic variability within a cultivar (strain).
2. Medigro has designed production facilities for consistent, uniform growing conditions. By providing consistent environmental conditions (light, temperature, air, nutrition, moisture, etc.) production will be consistent crop to crop.

3. Medigro will maintain a strain (cultivar) library with differing cannabinoid profiles and will maintain safety stock of produced medical marihuana in a dry form. Medical marihuana can be stored in a dried form for over a year with no detectable change in analysis (Fairbairn, J. W., Liebmann, J. A. and Rowan, M. G. (1976). Journal of Pharmacy and Pharmacology, 28: 1–7) if stored in the dark with reduced oxygen exposure. By blending extracts from different cultivars (strains) a consistent product profile can be achieved.
4. Medigro will use a state-of-the-art supercritical fluid chromatograph to isolate individual cannabinoids to be added to blends as needed to correct for levels that are out of specifications.

BRAND ONE will contain a THC to CBD ratio no less than 1:20. Cannabidiol (CBD) is a non-psychoactive cannabinoid that has generated interest due to apparent benefits to children with severe epilepsy. CBD also shows promise supporting cardiovascular disease, diabetes, depression and psychosis. Preclinical studies have suggested CBD may reduce tumor size, improve insulin sensitivity, normalize irregular heartbeat and protect the brain against alcohol poisoning.

BRAND TWO will contain THC and CBD at equal concentrations. Products with similar ratios have been used to reduce symptoms of multiple sclerosis, including spasticity. CBD may counteract psychoactive effects of tetrahydrocannabinol (THC) which cause anxiety in some patients. The reduced psychoactivity of CBD-rich medical marihuana may make it more appealing to individuals who are concerned about the psychoactive effects of medical marihuana.

The three other brands are based on the characteristics of marihuana strains. Although taxonomists currently classify all marihuana as one species (*Cannabis sativa*), cultivars which have similar characteristics are classified as ‘sativa-dominant’, ‘indica-dominant’ or ‘hybrid’. Patients have reported different responses to these types of medical marihuana, possibly due to differing terpene or flavonoid profiles. Terpene profiles have been found to differ between indica-type and sativa-type biotypes (Casano et al. 2011. Acta Horticulturae 925:115-121).

BRAND THREE will be developed from sativa-dominant medical marihuana. Sativa type marihuana tends to have narrow leaves and be taller than average. Reports indicate sativa types have a stimulating or energizing effect on patients, and are widely used to promote a patient’s feeling of well-being and relaxation.

Patients have reported sativa types are used for treatment of chronic pain, multiple sclerosis and glaucoma.

BRAND FOUR will be developed from indica-dominant medical marihuana. Indica type marihuana tends to have wider leaves and grow shorter than sativa-dominant types. Patients report indica-dominant types support conditions and symptoms such as: nausea, insomnia, migraines, multiple sclerosis, spinal cord injuries, alcohol abuse, collagen-induced arthritis, asthma, atherosclerosis, bipolar disorder, depression, Huntington's disease, Parkinson's disease, sickle-cell disease, sleep apnea, Alzheimer's disease and anorexia nervosa.

BRAND FIVE will be developed from hybrid strains which are intermediate in characteristics between sativa and indica types and offer the benefits of both while reducing the undesired effects of the other. Patients have reported effects including reduced nausea and improved appetite.

Pharmaceutical grade polyethylene glycol (PEG) 400 may be added to all five brands to facilitate vaporizing and sublingual spray atomization.

Sanitation

Successful crop production in a controlled environment requires attention to sanitation in order to prevent establishment of pests and diseases. The following are measures taken to maintain excellent sanitation at both sites:

- Air inlets will be screened to prevent introduction of insects or mites
- Entries will have double doors to provide an airlock
- Floors will be concrete to allow for routine cleaning and disinfecting
- All foot traffic and equipment entering the greenhouse will pass through footbaths containing a quaternary ammonium disinfectant registered for greenhouse use by the US EPA
- Use of tobacco products will be prohibited on-site to minimize risk of spread of tobamoviruses, especially Sunn-hemp mosaic virus (SHMV)
- All personnel will change into fresh uniforms daily prior to entering the greenhouse
- All greenhouse personnel will use disposable gloves when handling plants and will change to fresh gloves when working with a different batch of plants
- Any new cultivars ('strains') to be introduced to production will be quarantined, monitored for insects and tested for known diseases before introduction into production

Water – Quality

Good quality water is essential for the growth of any plant. Most water in New York is generally free of contaminants that could cause harm to marihuana production. However, before initiating production at either site we will sample the water and send it to a testing laboratory. Tests will be conducted for microbial contamination as well as elements such as calcium, copper, manganese, iron, boron, etc., and carbonate and bicarbonate levels. Carbonate and bicarbonate levels can be elevated in some well water. Taken together these anions are the primary source of alkalinity in water.

The Syracuse site uses public water from the Onondaga County Water Authority for irrigation and therefore is tested by Water Authority.

If bacterial contamination is found water treatment to make the water potable will be installed. If water test results indicate significant levels of minerals, the fertilizer composition will be adjusted accordingly (see below). If alkalinity is excessive, we will use injection of acid to neutralize the carbonates and bicarbonates, converting them to carbon dioxide and water. The type of acid used will be determined by the level of alkalinity in the water, and the presence of other dissolved minerals. Unless calcium and alkalinity levels are high, the best choice for acid injection is phosphoric acid. It is safe for workers if handled appropriately, and provides phosphorous fertilization for the plants. Water will be tested by the Head Grower for electrical conductivity and pH daily and sent for a complete analysis every month for the first three months of operations then quarterly after that.

Water – Irrigation

The Syracuse site will use GTI watering booms in propagation and during first stages of production immediately after potting. During the remaining cycle the crop will be watered through the ebb and flow benching system, an efficient irrigation method.

Irrigation of the medical marihuana at the Newburgh site will be by drip irrigation. Medigro will contract with Damm Corporation to design and build the irrigation system. Drip irrigation is highly efficient, limiting water waste. The irrigation system is pressure-compensated so all pots receive the same flow rate of water regardless of the distance from the header line. The Head Growers and Assistant Growers at both sites will monitor irrigation requirements by zone and by cultivar.

Growing medium will be custom blended with composted bark, peat moss, perlite, vermiculite and similar materials. Uniformity in filling containers is essential for uniform growth. Automated pot fillers will be used at both sites.

The growing medium will be tested in-house upon arrival for pH and electrical conductivity (EC). The medium will be rejected unless the pH is between 5.5 and 6.2 and the EC is less than 1.5 mmhos / cm using the saturated medium extract (SME) method.

The Syracuse site is equipped with a potting line manufactured by Bouldin and Lawson which includes:

- Media bale processor to condition baled media for use.
- Flat and pot filler use to fill containers with media.
- Conveyor for workers to plant young plants of medical marihuana into the filled containers.
- Water tunnel to moisten containers after filling and planting.

The Newburgh site will be equipped with functionally similar equipment.

Nutrition – Fertilization

Both greenhouse facilities will have a centralized fertilization system as well as portable injectors to provide specific fertilizers for each zone or crop. Each zone within the facility will have its own dedicated fertilizer injector (Dosatron, USA). The injector mixes predetermined concentrations of fertilizer with irrigation water and sends the mix through the irrigation system. All fertilizers to be used will be water -soluble formulations customized for the water supply and the medical marihuana growth stage.

We will use water test results to customize the soluble fertilizer used for production. For example, if boron is elevated in the water, we will use a fertilizer with little or no supplemental boron. If alkalinity is high, the fertilizer composition will tend toward acid-forming fertilizers. If we use phosphoric acid to neutralize alkalinity, we will reduce the phosphate level in the fertilizer.

During production, representative samples of the growing medium will be tested for EC and pH weekly by the Assistant Growers. Once per month, or more frequently if there are nutrient deficiency or toxicity symptoms, a sample of medium will be sent to a testing lab for analysis.

The target pH throughout the crop is between 5.6 and 6.8. During the first two weeks after transplant the target EC will be between 1.5 and 2.5 mmhos / cm. Starting in week three and up to two weeks before expected harvest (exact duration determined by cultivar) the target EC will be 3.2 to 5.0 mmhos / cm. For the last two weeks before harvest, the EC will be dropped as low as practical by withholding fertilizer and irrigating with water only.

The EC of the medium is only an estimate of the nutrient status of the medium. It does not indicate which nutrients contribute to the electrical conductivity. The exact fertilizer composition will be determined after water testing, but the ratio of N-P-K will be approximately 3-1-3 during early growth, switching to a high phosphate fertilizer (ratio of 1-3-2) for two weeks starting four weeks before expected harvest. Fertilization will be discontinued approximately two weeks before harvest.

Plant Protection

As described above, exclusion of pests and diseases and proper sanitation are the primary methods of protecting the medical marihuana crop. The Head Grower will also use environmental manipulation to create conditions unfavorable for insects or disease development, therefore we expect to use few pesticides in the cultivation process. Some key points of the plan are:

The Head Grower and Assistant Growers will be responsible for maintaining weekly scouting records of all zones. These records will include insect counts from monitoring cards (yellow and/or blue sticky cards) as well as direct observations of the crop for diseases and insects/mites that may not be detected on the monitoring cards. Records of these evaluations will be entered into a database and maintained for at least five years to assist in evaluating trends. The growers will be responsible for evaluating the scouting reports and initiating control measures if necessary. An evaluation of environmental conditions will always be the first step to determine if adjusting the environment would be beneficial. If the outbreak is limited, plants infected with disease or infested with insects or mites will be eliminated. If a pest control product is needed, crop production records will be consulted to ensure rotation of active ingredients from different modes of action.

The growers will continually monitor, evaluate and remove plants with any sign of insect or disease then properly track and dispose of them. This process will help to eliminate the spread of any infestation. This is a routine practice in a

comprehensive IPM (Integrated Pest Management) program that our experienced staff practices.

Our expectation is to use few pesticides in cultivation. Pest control will rely first on exclusion of pests and environmental manipulation to create conditions unfavorable for insects or disease development. Ventilation intakes will be screened for insect exclusion and entries will include airlocks to prevent air flow through unscreened doors. Any plant material entering the facility will be quarantined until it is determined the plants are free of insects and diseases. Biological control agents (see below) will be used as a standard first line of control. If necessary, Medigro will ask for approval from the New York State Department of Agriculture and Markets to use minimal-impact pesticides (see list below).

Biological controls will be used to control pests. Preventative applications will be made with several products to be used thought the growing cycle as needed depending on scouting reports. Pest population will be monitored and tracked to allow the growers to adjust which biological controls are needed to suppress the pest population present. Examples include:

- Weekly applications of beneficial nematodes (*Steinernema feltiae*) to control fungus gnats and western flower thrips at the onset of cuttings (clones) being taken from the mother plants.
- Weekly applications of a predatory mite (*Amblyseius cucumeris*) to control thrips and the suppression of spider mites
- Weekly applications or as needed of a predatory mite (*Phytoseiulus persimilis*) to control spider mites.
- Applications as needed of a predatory mite (*Amblyseius californicus*) to control spider mites.
- Applications as needed of a predatory mite (*Amblyseius andersoni*) to control spider mites.
- Initial 3 weekly applications and then as needed of three parasites to control aphids (*Aphelinus abdominalis*, *Aphidius colemani* and *Aphidius ervi*)
- Applications as needed of predatory bug (*Orius insidiosus*) for control of western flower thrips
- Applications as needed of a predatory mite (*Amblyseius swirskii*) to control white fly.

- Application as needed of a predatory beetle (*Atheta coriaria*) for controlling shore flies and fungus gnats.

Medigro anticipates requesting approval from the New York State Department of Agriculture and Markets for the following plant protection products:

- Azadirachtin for insect suppression
- Various approved *Bacillus* species to control fungi and insects
- Indole-3-butyric acid (IBA) in propagation only
- Approved insecticidal oils for insect and mite suppression. Examples include vegetable oils (canola, corn, cottonseed, soybean) and mineral oils
- Mono and di potassium salts of phosphorous acid as fungicides
- Neem oil for insect and fungus suppression
- Piperonyl butoxide for insect suppression
- Potassium bicarbonate to suppress fungi
- Pyrethrins for insect suppression
- Sulfur for prevention of powdery mildew

Additional products registered as pesticides may be used as disinfectants on tools, containers, etc. (not in contact with plants) including hydrogen peroxide, peroxyacetic acid and quaternary ammonium compounds.

Pesticides will be stored in a secure room dedicated to the purpose of pesticide storage (see building diagram) with an impermeable floor. Access will be controlled and limited to employees trained, licensed and approved for pesticide handling. Storage will be in original containers with original labels.

Employees will be trained in safe and effective pest control on an ongoing basis. During his prior employment at a plant protection products company, Dr. Brian Corr was responsible for efficacy testing and regulatory preparation for the introduction of a new active ingredient to agriculture. He will consult with the cultivation center regarding responsible and safe use of pesticides. Authorized pesticides will only be applied by the Head Grower and the Assistant Growers who will be certified after appropriate training by the New York Department of Environmental Conservation (the Head Grower at the Syracuse site is already certified). Records of pesticide applicator training will be maintained by the Compliance Officer for at least five years.

Personal protection equipment (PPE) as required by the pesticide label will be required to be used by any employee entering an area during pesticide application or during the restricted entry interval (REI). Decontamination showers will be available in the men's and women's locker rooms.

A notification board in the headhouse/warehouse will be posted with information about any pesticide application prior to the application of the pesticide, and will be displayed for at least 30 days after the expiration of the last restricted entry interval (REI). The notification board will continuously display the US-EPA Worker Protection Standard poster and the name, address and phone number of the nearest emergency medical facility.

Areas treated with pesticides will be posted with the name of the pesticide applied. The areas will be marked for non-entry with the universal 'head/hand' keep out sign until after the restricted entry interval (REI) has passed as required on the approved pesticide label. During application, and if entry must occur prior to the expiration of the REI, employees must wear approved personal protection equipment (PPE) in keeping with label directions.

All employees of the facility will be trained in Worker Protection Standards (WPS) related to pesticides, with annual review of the WPS training. Workers will receive training with an interpreter if needed. Training will be conducted by a licensed applicator using commercially available training materials (such as <http://www.gemplers.com/product/FC198/Flip-Chart-Easel>).

Each employee will receive a bilingual (English/Spanish) EPA worker handbook. Records of WPS training will be maintained by the Compliance Officer for at least five years. Pesticide records will be maintained in a binder in the same area Safety Data Sheets (SDS, formerly MSDS) are stored as well as electronically in a database. The following information will be retained: brand name of product, EPA registration number, active ingredient(s), amount applied, method of application (spray, drench, etc.), date of application, time of application, location of application, description of plants treated (including date vegetative phase began), size of the area treated, name of the pesticide applicator, duration of restricted entry interval (REI), target pests, additional comments. These records will be maintained for a minimum of five years and will be made available on request.

It is expected pesticides will be purchased as needed and will be used until depleted following label directions, eliminating the need to discard unused

pesticides. If any unused pesticides must be discarded, they will be disposed of in keeping with US-EPA regulations, typically in a ‘clean sweep’ program for collection of unwanted pesticides or returned to the dealer along with rinsed empty containers.

As required by regulations (1000.14(g)), every batch of any product produced will be tested by an approved independent laboratory. Testing will be conducted not only for pesticide residue, but also for microbiological or mycotoxin contamination or solvent residue. If a batch does not pass pesticide residue standards the batch will be destroyed.

Seed to Sale Tracking During Cultivation

All registered organizations will be required to use seed to sale software approved by the state which will be awarded through the on-going RFP process. The staff at the Syracuse site has extensive training and experience with greenhouse management software. PICAS (Innovative Software Solutions, www.issol.com) is a standard in greenhouse production tracking software and has been used at the Syracuse site to track product from unrooted cuttings to sale. Barcode labeling of each tray of young plants is linked to the source stock plant. The trays are tracked by linking the tray to a specific area in the greenhouse so at any time plants can be located and retrieved if there is concern about the batch of young plants. The barcodes are also linked to sales orders enabling track-back from the stock plant to the customer. Although the seed to sale system chosen for medical marihuana production may not be the PICAS system, the tracking process is already a daily procedure. Therefore there will be a minimal learning curve for our staff.

Disposal of Medical Marihuana Waste

Waste will be weighed, recorded and entered into the inventory system immediately before disposal. Plant waste will be ground and shredded in combination with the growing medium in which the plants were grown. The growing medium will be well in excess of 50% of the volume of the plant material. The resulting mixture of ground plant residue and growing medium will be unusable as marihuana. The mixture will be supplied to a professional composting company for composting according to state regulations.

Crop Schedule

Medigro has developed a cultivation schedule with two objectives in mind – (1) to produce quality medical marihuana for patients as quickly as practical and (2) to have a consistent, reliable supply thereafter. The Syracuse site will be used to establish rapid production, starting mother stock in concrete pods as soon as the registered organization announcement is made. Adaptation of the Syracuse site and construction on the Newburgh site will begin immediately. Medical marihuana will be harvested at the Syracuse site by 23 weeks after the announcement and weekly thereafter. Production from the Newburgh site will come online by 36 weeks after the announcement and weekly thereafter.

CULTIVATION SCHEDULE FOR FIRST CROP		
Weeks post-announcement	SYRACUSE SITE	NEWBURGH SITE
Pre-announcement	Prepare secure, concrete wall growing ‘pods’ (to be used for mother stock production)	
0	Registered organization announcement – begin installation of security equipment and greenhouse equipment specific to medical marihuana production	Registered organization announcement – begin construction
1	Receive initial propagation material of selected medical marihuana cultivars (‘clones’). Begin mother stock production in concrete pods.	
10	Facilities adaptation complete. Propagate cuttings (‘clones’) from mother stock.	
12	Transplant young plants.	
14	Initiate flowering phase.	

22		Construction complete. Greenhouse ready for first crop.
23	<u>First crop</u> medical marihuana ready for harvest from this site. Subsequent harvests weekly.	Propagate cuttings ('clones') from mother stock.
25		Transplant young plants.
27		Initiate flowering phase.
36		<u>First crop</u> medical marihuana ready for harvest from this site. Subsequent harvests weekly.



TRANSPORT AND DISTRIBUTION

Medigro Organics LLC has established a comprehensive transportation and distribution plan. With four dispensaries in strategic areas across the state, transportation and distribution will be a key component to the overall operating plan. The product will be shipped directly to registered dispensaries and we will use a transportation service that includes a means of tracking the package during transit. The product will be securely packaged and shipped in a container that will not allow contents to be identified visually or by odor.

Prior to transporting any product, Medigro will complete a shipping manifest using a form determined by the New York State Department of Health (NYSDOH).

A copy of the shipping manifest will be transmitted to the dispensing facility that will receive the products and to the NYSDOH at least two business days prior to transport. Medigro will maintain all shipping manifests and make them available to the NYSDOH for inspection upon request, for a period of 5 years.

Security will be the main concern during the transportation process and the Medigro security plan for product delivery incorporates the company's transport protocols (i.e. sales orders, shipping manifests) with security protocols.

All vans/trucks used to transport cannabis product from the cultivation facility in Newburgh, N.Y. and the Medigro Syracuse cultivation facility to the various dispensaries or a testing lab will be security hardened vehicles (minimum Level III). All transport vehicles will contain a locked, safe and secure storage compartment that is part of the vehicle for storing the cannabis product and the compartment will not be visible from outside the vehicle. The interior of the delivery vehicle will be equipped with a secure lockbox, affixed so it is part of the vehicle, so all medical cannabis products are protected during transport. All products will be loaded for delivery within the protection of the shipping area in the cultivation facility. The access door to the shipping area will remain closed until the van is fully loaded and all members of the transporting party are in the vehicle and ready to depart. Accordingly, the loading of product into the

transportation vehicle will never be visible from outside the facility. All products will be locked within the lock box and never visible through the windows, ensuring the general public will never be able to see or identify that medical cannabis products are being transported.

All products distributed by Medigro will be sealed in containers that are tamper evident. If any products reach a dispensary and the tamper evident seal is disturbed, dispensaries will be instructed to immediately recall that product and any other product that evidence tampering with the seal. A report will then be made by the dispensary and Medigro regarding the situation.

During deliveries, the segregated plastic bins within the lock box will be sealed until they are brought into the dispensaries secure receiving area.

All Medigro Organics transport vehicles will be tracked by GPS from Security Command Centers in Syracuse and Newburgh, N.Y. and routes will be changed randomly and often to reduce predictability and prevent potential security threats i.e. armed robberies/truck hijacking. The transport will be direct from the manufacturing facility to the dispensing facility with no unnecessary stops in between.

All transport vehicle windows will remain closed and locked while there is product onboard. A CCTV camera will be mounted on the dashboard and in the rear of the transport vehicle to identify potential threats and provide video evidence in the event of a crime or any attempted criminal activity.

After shipping manifest is transmitted to dispensaries and/or test labs that are to receive cannabis product at least two business days in advance of scheduled shipment, two (2) armed security officers will be assigned to each transport vehicle accompanied by a Medigro Organics employee who will be in possession of the shipping manifest(s). They will follow all established protocols and procedures and an armed officer will remain with the vehicle at all times when there is product stored onboard. A secure point-to-point radio will be used for communication between the transport vehicle and the Security Command Centers in Syracuse and Newburgh, N.Y., and a wireless cell phone will be used to contact law enforcement in the event of an emergency.

The transport vehicle will be fueled before the product is delivered or whenever the vehicle is out of service. Officers will not fuel the transport vehicle or make any unscheduled stops while in route to a dispensary/testing lab while there is cannabis product onboard, unless in an emergency situation. In case of emergency, the

transportation staff will immediately phone 911 then Medigro. The center will immediately notify the Department of Health. Details of the reason for the event, the duration, the location, and any activities of personnel exiting the vehicle will be recorded and added to the Travel Manifest. Any diversions, thefts, losses, or other reportable incidents that occur during transport will be reported immediately to the Director of Security, who in turn will notify local law enforcement, and the Department of Health.



DISPENSING AND SALE

Medigro's four (4) proposed Dispensing facilities will have an active New York State pharmacist license, as defined in article one hundred and thirty seven of the Education Law, on the premises and directly supervising the activity within the facility. At all other times, the dispensing facility shall be closed and properly secured.

Medigro's Dispensing facilities will not sell items other than approved medical marihuana products and related products necessary for the approved forms of administration of medical marihuana, without prior written approval from the department.

Dispensing facilities will not dispense approved medical marihuana products to anyone other than a certified patient or designated caregiver.

No approved medical marihuana products will be vaporized or consumed on the premises of a dispensing facility.

When dispensing approved medical marihuana products, the dispensing facility will:

- (1) not dispense an amount greater than a thirty (30) day supply to a certified patient, and not until the patient has exhausted all but a seven day supply provided pursuant to any previously dispensed medical marihuana product by any registered organization;
- (2) ensure that medical marihuana product packaging will not be opened by dispensing facility staff;
- (3) provide a patient specific log of medical marihuana products (brand, administration form, and dosage, and dates dispensed and any return of product) to

the patient, the patient's designated caregiver, if applicable, or the patient's practitioner upon request;

Dispensing Facility Access

Access to the dispensing facility will be restricted as follows:

No person, except a registered organization employee, will be allowed on the premises of a dispensing facility without a certified patient or designated caregiver registry identification card issued by the department.

All persons not permitted on the premises of a dispensing facility but who have been authorized, in writing, to enter the facility by the department will obtain a visitor identification badge from a dispensing facility employee prior to entering the dispensing facility. The dispensing facility employee will escort and monitor the visitor at all times while the visitor is in the dispensing facility. The visitor identification badge will be visible at all times. The dispensing facility will require the visitor to return the identification badge to a dispensing facility employee upon exiting the dispensing facility.

The dispensing facility will maintain a visitor log, which will include the name of the visitor, date, time and purpose of the visit. The visitor log will be available to the department of health at all times during operating hours and upon request.

If an unforeseen circumstance requires the presence of a visitor and makes it impractical for the dispensing facility to obtain a waiver pursuant to this part, the dispensing facility will record in the visitor log, the name of the visitor, date, time, purpose of the visit and the facts upon which the access was granted.

Labeling of dispensed product

The dispensing facility will affix to the approved medical marijuana product package a patient specific dispensing label approved by the department, that is easily readable, and firmly affixed and includes:

- (1) the name and registry identification number of the certified patient and designated caregiver, if any;
- (2) the certifying practitioner's name;
- (3) the dispensing facility name, address and phone number

- (4) the dosing and administration instructions;
- (5) the quantity and date dispensed; and
- (6) any recommendation or limitation by the practitioner as to the use of medical marihuana.

The dispensing facility will place the approved medical marihuana product in a plain outer package when dispensing to the patient or designated caregiver.

The dispensing facility will ensure that each patient receives approved medical marihuana product from no more than two distinct lots for any 30-day supply dispensed.

The dispensing facility will include with each product package dispensed to a patient, a department approved package safety insert. Information provided will include:

- (1) the medical marihuana product and brand;
- (2) a list of any excipients used;
- (3) a warning if there is any potential for allergens in the medical marihuana product;
- (4) contraindications;
- (5) more specific dosage directions and instructions for administration;
- (6) warning of adverse effects and/or any potential dangers stemming from the use of medical marihuana;
- (7) instructions for reporting adverse effects as may be determined by the department;
- (8) a warning about driving, operation of mechanical equipment, child care or making important decisions while under the influence of medical marihuana;
- (9) information on tolerance, dependence and withdrawal and substance abuse, how to recognize what may be problematic usage of medical marihuana and obtain appropriate services or treatment;
- (10) advice on how to keep the medical marihuana product secure;
- (11) language stating that the certified patient may not distribute any medical marihuana product to anyone else;
- (12) language stating that unwanted, excess, or contaminated medical marihuana product must be disposed of according to section 1004.20 of this part; and
- 13) language stating that “this product has not been analyzed by the FDA. There is limited information on the side effects of using this product and there may be associated health risks.”

Storage

The dispensing facility will store the medical marihuana product in a manner to ensure that there is no contamination or deterioration of the medical marihuana product or its packaging.

If an approved medical marihuana product is returned to the dispensing facility, the dispensing facility will dispose of such product as per the operating plan.

Sanitary

No food or beverages will be consumed by certified patients or designated caregivers on the premises of a dispensing facility, unless necessary for medical reasons. Training will be provided to all dispensary staff on sanitation and cleanliness procedures including Handwashing - See procedure listed in the Standard Operating Procedures manual.

Dispensary Security

See Section 5 - “Security Plan”

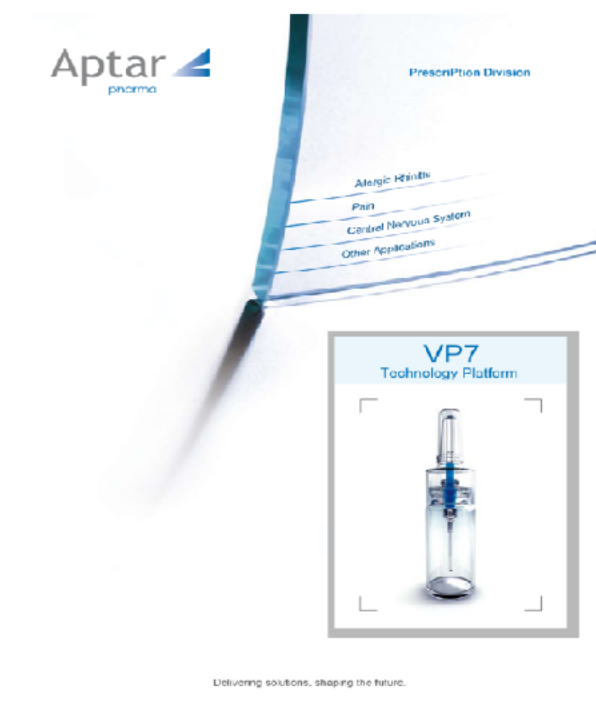
Dispensary Employee Policies and Procedures

See attached “Employee Handbook”



DEVICES

Medigro will offer all the delivery forms allowed in New York with the highest-quality pharmaceutical products. Medigro has selected the Aptar VP7 spray pump for oral mucosal oil delivery. The VP7 is a pharmaceutical-quality spray pump offering the highest reproducibility and patient compliance. It is approved in several countries to deliver a range of prescription medicines, including cannabis-based product. Pictured below:



The VP7 spray pump was purpose-designed for the Pharmaceutical industry's prescription drug products.

The key device features include:

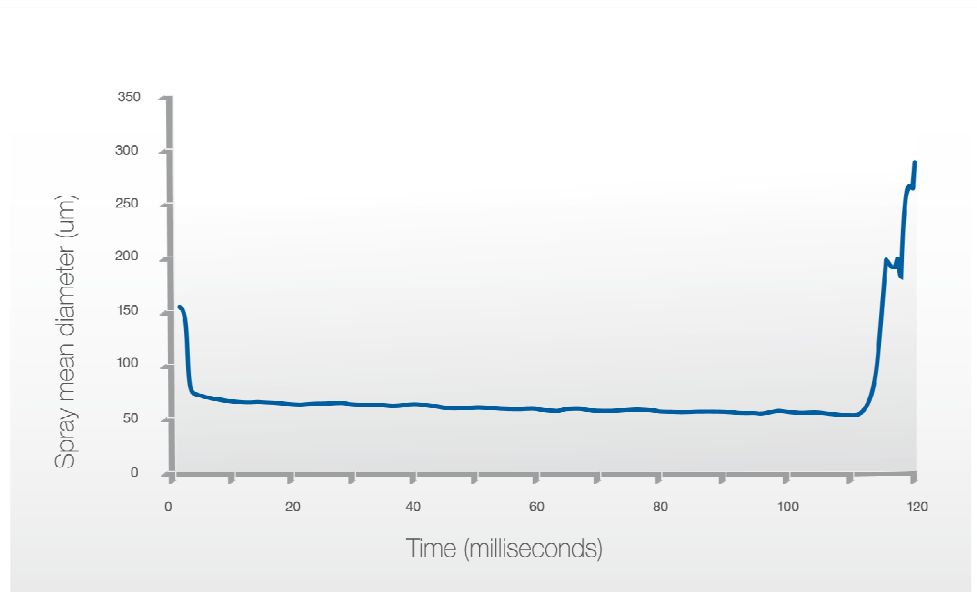
*Highly efficient pre- compression sublingual and *nasal spray pump

*Low actuation force suitable for liquid solutions

- *Wide range of dose volumes: 25 µl to 130 µl
- *GMP manufacturing using ISO7 clean rooms
- *Successful track record of multi-site large scale GMP production
- *Available in crimp-on, screw-on and snap-on closures
- *Wide range of actuators






■ Droplet size distribution and stable phase (with water)



Available closure types / doses

SCREW-ON		CRIMP-ON		SNAP-ON	
DIAMETER	DOSES (μl): 25, 50, 70, 90, 95, 100, 130	DIAMETER	DOSES (μl): 25, 50, 70, 90, 95, 100, 130	DIAMETER	DOSES (μl): 25, 50, 70, 90, 95, 100, 130
18/415 GCMI	■	20 mm	■	20 mm	■

Pump / actuator / cap cross-reference

								CLIP
SKIRT				SHORT	SHORT	SHORT		
CRIMP ON				■	■	■	■	
SNAP-ON	■	■	■				■	■ ***
SCREW-ON	■	■	■				■	■ ***
				■	■	■		
	■	■	■					

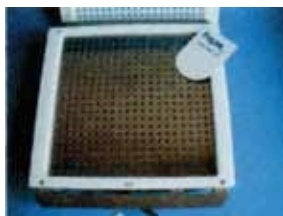
* Only for pre-clinical tests / ** Available for Asian market only / *** Not available for 161

	VP/ CRIMP-ON	VP/ SNAP-ON	VP/ SCREW-ON	CAPS	VP/ CRIMP-ON	VP/ SNAP-ON	VP/ SCREW-ON
			■			■	
B62				B64			

The vP7 spray pump can be used as a platform for electronic add-on features such as dose counters, lock-out mechanisms and child proof caps.

Medigro also will offer an oral capsule option for patients. Capsules will be made with the Fenton-Fastlock 400 capsule filler. This pharmaceutical-quality filler device is manually operated and can process up to 5,000 capsules per hour to meet patient demand. The hard gelatin or hydroxypropylmethylcellulose capsules will be manually filled with digital Eppendorf pipettes, offering 0.05% error in filling accuracy surpassing accuracy achieved by automated high-speed encapsulation machines. Standard HDPE medicinal bottles with child proof closures will be used for capsule packaging. The bottles are light proof and resistant to moisture and oxygen under ambient storage conditions. See below for detailed illustration:

NEW FENTON 400 CAPSULES SYSTEM «FAST-LOCK» Available sizes : 00,0,1, 2, 3 or 4	
Output : > 4000 caps/hour.	
3 plates filler	
2 plates and filler frame made of stainless steel 316L	
KIT consisting of : Filler, Loader, Powder frame, 20 pins tamping tool packed in 2 blue carrying cases	
REF	DESCRIPTION
K400F-X	KIT 400F-X x=size caps (00, 0, 1, 2, 3 or 4)



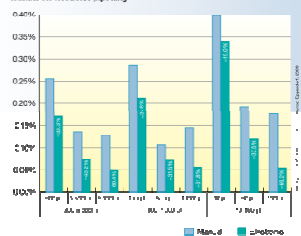


Eppendorf digital pipettes

Dispensed precisely to the point. And as often as you would like.

When tips are optimally sealed, the Eppendorf Pipette's air-actuated tip ejection mechanism maintains a constant, uniform ejection force, noticeably reducing the energy required for a pipette to break down between high-precision, fast and fast tip always results in the same precision, the consistency of our results is highlighted.

Comparison random errors:
manual vs. electronic pipetting



In the event that capsules become very popular and higher production volumes are required, Medigro personnel are familiar with high speed encapsulation. Medigro is prepared to invest in automated high speed capsule filling such as the LIQFIL super 40.

Vaporization of oil will be addressed by offering several devices. Medigro realizes that New Yorkers demand the highest-quality product and a choice of how it is delivered. OpenVAPE Xylophone and Ghost are among the premium vaporizers on the market. They are second or third generation and have many improvements that are proven in the marketplace. Some of the important features in these vaporizers are ceramic heating chambers to reduce residual metals and increase safety, and consistent and pleasant dosing to help ensure patient compliance. These delivery devices, like our other delivery platforms, will offer child-resistant features and packaging. The Open and ghost offer disposable cartridges that are removable making the devices totally childproof. The Xylophon refillable vape

pen offers a lockout feature for childproofing and safety. Medigro has already negotiated with Xylophon to develop vape devices specific to Medigro's brands to optimize the consistent medicinal delivery required by NYSDOH. Medigro's familiarity with pharmaceutical operations means rapid compliance with regulations with regard to brand contents and cannabis oil delivery devices. Medigro's Director of Operations has already been called to consult with a premium company in Colorado to develop the first Cannabis based tablet on the market there and looks forward to working with NYSDOH in regard to improving the sublingual tablet technology to offer New York the most efficacious and cost effective solutions for patient wellbeing and compliance. Below is an illustration of the Open Vape disposable cartridge pen and the Xylophon refillable vape pen





A Healthy Start in New York



SECURITY PLAN

SUMMARY

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

1 Attachment D – Operating Plan, Section 5 — Security Plan. Material on this page constitutes critical infrastructure information and should therefore be excepted from disclosure in accordance with Public Officers Law § 89(5).

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

MANUFACTURING FACILITIES

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

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

3

Attachment D – Operating Plan, Section 5 — Security Plan. Material on this page constitutes critical infrastructure information and should therefore be excepted from disclosure in accordance with Public Officers Law § 89(5).

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

PRODUCT TRANSPORTATION

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

- 4** | Attachment D – Operating Plan, Section 5 — Security Plan. [Material on this page constitutes critical infrastructure information and should therefore be excepted from disclosure in accordance with Public Officers Law § 89\(5\).](#)

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

DISPENSARIES

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

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

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

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

Security Command Center

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

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



A Healthy Start in New York



STANDARD OPERATING PROCEDURES 2015

Cormach Murrihy, Principal Member

James O'Sullivan, Principal Member

Medigro Organics, LLC

Newburgh Manufacturing Facility

1978 Route 300
Newburgh, NY 12550

Syracuse Manufacturing Facility

6200 South Bay Road
Cicero, New York 13039

www.medigro-organics.com

MEDIGRO ORGANICS LLC - MISSION STATEMENT

Medigro Organics, founded in 2014, will focus its operations in a new 48,000-square-foot greenhouse in Newburgh and an existing 44,700 square-foot greenhouse in Syracuse presently used for state-of-the-art agri-business purpose and immediately expandable to more than 120,000 square feet. Incorporating the latest technologies, these facilities will be strategically located in designated agricultural zones on secure, privately owned land so as not to impact surrounding properties. The Newburgh site will be “scalable” to as many as three acres to accommodate projected demand as the Compassionate Care Act is fully implemented. Situated on 60 acres and built in accordance with LEED (Leadership in Energy and Environmental Design) construction principles, it will be interlaced with a natural watering system designed to simplify and automate water delivery, with access to an abundance of natural light.

Medigro is committed to providing registered patients with high-quality medicinal marihuana in a tightly controlled and regulated manner and assist in meeting their needs with compassion and care.

Medigro is a medicinal marihuana business owned by Cormach Murrihy and James O’Sullivan.

STANDARD OPERATING PROCEDURE MANUAL

Introduction

Standard Operating Procedures (SOPs) promote quality by assuring a consistency that can be independent of personnel changes. This SOP is designed to reduce or eliminate the possibility of a safety concern and is a set of procedures requirements and recommended procedures for the cultivation of medicinal marihuana as set forth in 10 NYCRR 1004.5(b)(4)(iii) for all methods used from cultivation of the medical marihuana through packaging, sealing and labeling of each lot of medical marihuana product. The procedures include use of good agricultural practices (GAPs) and conform to all applicable laws and rules of New York State. The standard operating procedures are set forth to ensure that the production and the dispensing of medicinal marihuana is a consistent and reproducible medical product such that, for each form of each brand produced, there is homogeneity, absence of contamination and reproducibility of the brand profile in each lot as defined in section 10 NYCRR 1004.11.

SOP – CULTIVATION MATERIALS

Task: Assure water quality is appropriate for safe and reliable production of medical marijuana

Scope: Grower staff

Procedures

Newburgh site only:

- ❖ Initial test: Test well water prior to first use for potability (including coliform bacteria) using a laboratory certified by the NYSDOH Environmental Laboratory Approval Program. Collect samples using containers and methods specified by the laboratory. Institute any recommended corrective action before any plants are introduced to the greenhouse.
- ❖ Quarterly test: Every three months retest the well water as above.

Both sites:

- ❖ Weekly procedure –
 - Calibrate pH and electrical conductivity meters according to manufacturer instructions.
 - Test water for pH and electrical conductivity and log the results. If results have changed from previous weeks consult with Head Grower for recommendations to modify fertilization program.

Task: Select appropriate fertilizer for safe and effective production of medical marijuana

Scope: Grower staff

Procedures

- ❖ Fertilizer to be purchased must be certified by the manufacturer to be free of heavy metals.
 - ❖ Fertilizer is to be stored in the cultivation area separate from other products elevated from the ground by at least six inches.
-

Task: Select medium selection for safe and efficient production of medical marijuana

Scope: Grower staff

Procedures

- ❖ No growing media containing manure, paper sludge or sewage sludge may be purchased for medical cannabis production.
- ❖ Samples will be taken from every new batch of growing medium and tested for pH and electrical conductivity with the following procedure:
 - Calibrate pH and electrical conductivity meters according to manufacturers' instructions.
 - Select a minimum of three samples of growing medium (approximately 2 cups each) from random places in the shipment of growing medium.
 - Pour distilled water into each sample until the medium is barely saturated. There should be no free water on the surface of the medium but it should glisten slightly.
 - Allow the saturated medium to sit undisturbed for at least 30 minutes but no more than 60 minutes.
 - Line a strainer with a coffee filter and place on a clean beaker.
 - Pour the saturated medium into the filter/strainer and allow to drain into the beaker. The medium can be slightly compressed to speed draining.
 - Measure the pH and electrical conductivity directly from the solution.

- Log the results. Notify the Head Grower if the pH readings of the samples differ from each other by more than 0.2 pH units or the electrical conductivity differs by more than 0.2 mmhos per centimeter.
- Average the results of the samples. Compare to the average of the tests of the previous shipment of growing medium. Notify the Head Grower if different from the last average by more than 0.2 pH units or the electrical conductivity differs by more than 0.2 mmhos per centimeter.
- Reject a shipment of medium if the pH or EC is out of specification (pH between 5.5 and 6.2 and EC less than 1.5 mmhos per centimeter).

Task: Select plant protection products for safe and efficient production of medical marijuana

Scope: Grower staff

Procedures

- ❖ Biological control is the primary method of control of pests and diseases but additional controls may be needed.
- ❖ Before purchasing any pesticide determine if it has been approved by the New York State Department of Agriculture and Markets for use on medical marijuana.
- ❖ Pesticide products are to be stored only in the locked, limited-access pesticide storage room.
- ❖ Pesticides are to remain in their original containers with original labels.
- ❖ When a pesticide is purchased a copy of the Safety Data Sheet (SDS) will be filed in the SDS library.

SOP – CULTIVATION MATERIALS

Task: Verification of Equipment Readiness

Scope: Production Team

Procedures

Prior to drying operations the equipment must be clean and all materials must be ready.

- ❖ Verify that the equipment has been cleaned by checking the equipment log and tag
- ❖ Verify that grinding room is clean and suitable for new material
- ❖ Verify that the temporary bulk container to contain all the ground cannabis is clean and labeled with the correct lot identifier
- ❖ Verify the seed to sale software (SSS) is ready for entry

NOTE:

If any of the equipment or materials are not ready, remedy the situation and repeat precheck.

Task: Filling and loading of grinder hopper trays

Scope: Extraction Production Team

Procedures

All grinding operations are to be conducted according to brand recipes it is up to the operator to insure the brand recipe is consistent with the raw materials:

- ❖ Load the grinder hopper with appropriate amount of dried cannabis
- ❖ Record any weights, times or parameters in the SSS
- ❖ Insure that only suitable brand recipe materials are loaded, loading materials that are not within the brand recipe into the grinder is not permitted.
- ❖ It is permissible to have different brand racks in the grinding room as long as they are labeled with the brand and lot identifier

NOTE:

Alert production manager if any of the dried cannabis appears to have mold or are irregular in appearance for that brand

Task: Grinding

Scope: Extraction Production Team

Procedures

Insure the correct screen for the brand recipe is loaded in the grinder prior to operation:

- ❖ The dryer should be set to the appropriate speed if applicable as is documented on the brand recipe.
- ❖ Record any weights and time in the SSS.
- ❖ Start the grinder and shut off once all the lot is ground or a new bulk container is required.

NOTE:

Proper grinding conditions are important to insure the extract is conducted properly

Task: Storage of ground cannabis

Scope: Extraction Production Team

Procedures

If the production stream is not ready to accommodate the dried cannabis in the grinding operation the dried material is to be stored in approved containers until such time:

- ❖ Attach the airtight closure to the approved containers.
- ❖ Record any weights and time in the SSS.
- ❖ Store the containers in the secure grinding room.

NOTE:

Proper storage of the dried ground cannabis is important to prevent rehydration or further alteration of the cannabinoid profile

SOP – EXTRACTION

Task: Verification of Equipment Readiness

Scope: Extraction Production Team

Procedures

Prior to conducting extractions the equipment must be clean and all materials must be ready.

- ❖ Verify that the equipment has been cleaned by checking the equipment log and tag.
- ❖ Verify that the power is on and sufficient carbon dioxide is available to conduct the extraction.
- ❖ Verify that there is sufficient cannabis of the correct lot to conduct the extraction.
- ❖ Verify the brand recipe for extraction is loaded in the extraction software.
- ❖ Verify the SSS is ready for entry.

NOTE:

If any of the equipment materials are not ready, remedy the situation and repeat pre-check.

Task: Extraction

Scope: Extraction Production Team

Procedures

All extractions are to be conducted according to brand recipes, it is up to the operator to insure the brand recipe is consistent with the raw materials:

- ❖ Load extraction vessel with appropriate amount of dried cannabis.
- ❖ Record any weights or parameters in the SSS.
- ❖ Open carbon dioxide valve.
- ❖ Initiate the extraction using the PLC software.

NOTE:

Alert production manager if any process setting alarms are activated during extraction.

Task: Extract Collection

Scope: Extraction Production Team

Procedures

Upon completion of the extraction the extract must be weighed and secured, according to the brand recipe several extractions may be combined to complete the specific lot of the brand:

- ❖ After the extraction is completed, shut carbon dioxide valve off.
- ❖ Weigh the collected extract in the collection container and record information in the SSS.
- ❖ Remove extract from collection container and rinse container with ethanol adding rinsate to collected extract.
- ❖ Insure brand identifier is attached to extract and store in secure area.

NOTE:

Alert production manager if weight is outside of expected range.

SOP – SANITATION

Task: Hand washing

Scope: All employees and visitors

Procedures

After using toilet facilities and before entering the greenhouses all employees and visitors will wash their hands using the following protocol:

- ❖ Wet hands.
- ❖ Apply soap.
- ❖ Rub hands together vigorously for 20 to 30 seconds, making sure to rub back of hands, between fingers, at cuticles and fingernails.
- ❖ Rinse with clean water.
- ❖ Dry with single use paper towels.
- ❖ Hand sanitizer may be applied after proper washing.
- ❖ Hand sanitizers are NOT a replacement for hand washing.

NOTE:

Alert supervisor immediately if supplies (soap, towels, hand sanitizer) are missing or low.

Task: Maintenance of cultivation facilities for sanitation

Scope: Growers and Maintenance staff

Procedures

Daily procedures:

- ❖ Inspect all doors for tight seals when closed. Report issues to maintenance.
- ❖ Replace footbath solution with fresh solution.
- ❖ Check handwashing stations for supplies.

Weekly procedures:

- ❖ Inspect insect exclusion screens for tears or other openings. Report faults to maintenance for repair.
- ❖ Walk the perimeter of the greenhouse inside and out inspecting for gaps in the sidewalls. Report openings to maintenance for repair. Scout for biological, chemical or physical hazards and report any found to supervisor.

Seasonal procedures:

- ❖ Between April and November walk the outside perimeter of the facility to inspect for excessive growth of vegetation in the open areas around the greenhouse. Report issues to maintenance for mowing.

Task: Work procedures for sanitation

Scope: All employees and visitors

Procedures

Personnel allowed in the greenhouse production area:

- ❖ Only authorized employees may enter the greenhouse.
- ❖ No one may enter the greenhouse if showing signs of an infectious illness unless cleared by a physician.
- ❖ Visitors must be approved by management and accompanied by an employee at all times.

Before entering the greenhouse all employees and visitors will:

- ❖ Change into approved, clean uniforms or put on a clean lab coat or Tyvek suit which covers the body to knee height. Personal clothing may be left in lockers in the locker room.
- ❖ Change into boots or cover shoes with shoe covers.
- ❖ Wear a hair cover as well as a beard cover if necessary.
- ❖ Wash hands following approved hand washing procedures.
- ❖ No food is allowed in the greenhouse. One bottle of drinking water may be carried.

Plant handling:

- ❖ Plants will only be touched with a gloved hand.
- ❖ Gloves are to be changed between blocks of plants.
- ❖ Any wounds must be covered with a bandage and a waterproof covering.

Equipment cleaning:

- ❖ Horizontal air flow fans (HAF) will be cleaned with a vacuum cleaner between crops to minimize risk of circulating dust.
- ❖ Benches will be brushed free of plant debris after every crop and sanitized with an EPA-approved greenhouse sanitation product before the next crop.
- ❖ Tools are to be sanitized daily with an EPA-approved greenhouse sanitation product.
- ❖ Any equipment showing signs of wear (cracks, splinters, etc.) will be immediately repaired or discarded.

Floor sanitation:

- ❖ At no time is plant debris or growing medium to be allowed on the floor.
- ❖ The concrete floors are designed for easy cleaning. Generally sweeping will remove debris. However, if water washing is necessary low pressure is to be used to avoid splashing on the crop.

Airlocks:

- ❖ A door to a greenhouse should never be opened if a nearby door to the outdoors is open simultaneously.

Waste:

- ❖ Each greenhouse zone has one or more waste containers with a tight-fitting lid. All waste is to be placed immediately in this container.
- ❖ Waste containers are to be emptied daily or more often if needed.

NOTE:

Alert supervisor immediately if supplies (soap, towels, hand sanitizer, shoe covers, gloves, hair cover, beard cover) are missing or low.

Dump waste containers into the main waste disposal container before they are full.

SOP – CLEANING OF THE PACKAGING ROOM

Task: Procedures for the cleaning of the packaging room used in packaging of finished product.

Scope: It is the responsibility of production personnel cleaning the repackaging room to follow this procedure.

Materials

- ❖ Water: Potable
- ❖ Sticky mats
- ❖ Approved Cleaning Agents
- ❖ Quaternary ammonium liquid compounds
- ❖ Isopropyl Alcohol (70% v/v): Reagent grade or better

Definitions

Not Applicable.

Procedure

- ❖ The packaging room has cleaning supplies (i.e. mops, vacuum, etc.) dedicate for that room. Cleaning equipment is marked with the room number on it and is to only be used for cleaning of the specified room.
- ❖ Document all cleaning in the Cleaning & Packaging Logbook. Documentation includes cleaning agent type, expiration date, initials and date of person who performed the cleaning, quality initials and date (if applicable), raw material and lot #, finished product and lot number, the start date and the finish date.
- ❖ The status of the room is identified by logbook documentation, and by designating the room with the appropriate card. Identify the room as “Clean,” “In Use” or “To Be Cleaned,” by placing the appropriate card immediately outside the room entrance.
- ❖ If any objectionable or questionable conditions are noticed, after the room has been identified as clean, re-cleaning of the area in question is required

and is documented. If excessive powder build-up or other material (i.e. dust from handling equipment or pallets is present in the room at any time during use), it should be vacuumed or cleaned immediately.

Light Cleaning: Cleaning that is to be performed between packaging of different products of the same brand. A light cleaning is required every 7 days during production regardless of any lot or brand being packaged to insure sanitary conditions.

- ❖ Wipe packaging surface (stainless steel table) with 70% isopropyl alcohol.
- ❖ Vacuum or wipe with a lint free cloth any powder visible on any surface.
- ❖ Remove the trash from the room, as needed, and dispose.

Routine Cleaning: Cleaning that is performed before or between packaging of different brands.

- ❖ Vacuum or wipe with a lint free cloth, any powder visible on any surface.
- ❖ Remove the trash from the room, as needed and dispos.
- ❖ All equipment in the room should be moved outside the room, unless it is permanently fixed, or is not meant to be moved frequently (i.e., balances). Any equipment remaining in the room should be covered or protected from excess water used during cleaning.
- ❖ Check all walls and entire floor for visible powder /product residue. Pay particular attention to corner areas, and check the tops of any fixtures in the room, i.e., electrical outlets, light switches, etc. If any residue is present, dry mop or dust all walls first, and then dry mop or dust the entire floor.
- ❖ Vacuum the immediate surrounding surfaces, including the floors and walls, of the sampling/repackaging area.
- ❖ Apply approved cleaning agent to the floors and walls. Replace or clean the mop heads as necessary.
- ❖ Remove the top layer of the sticky mat to expose a fresh surface for room entrance.
- ❖ QA/QC approval is required after routine cleaning if the room will be used for packaging of finished product.
- ❖ QA/QC Approval is required after each detailed cleaning.

Cleaning Agent Use

- ❖ Quaternary ammonium compound cleaner/disinfectant: Add 1 fl. oz. (30 mL) to each measured gallon of water used. Always add this product to premeasured water. Thoroughly mix solution until uniform. Apply solution with a cloth, sponge, mop, brush, or sprayer using normal cleaning methods. Thoroughly wet all surfaces to be cleaned, then remove excess solution with a wrung out applicator. Treated surfaces should remain wet for 10 minutes. Remove gross filth mechanically by sweeping before cleaning begins. Discard solution daily or when it becomes dirty and replace with fresh solution. This is a complete product. Do not add other chemicals. If frozen, thaw and remix before use. Use only as directed on the label.
- ❖ 70% isopropyl alcohol: Always remove gross filth and heavy soil before application of the use-solution of this product. This cleaner may be purchased as 70% strength or made to order by dilution of 100% isopropyl alcohol with potable water. Gently mix until the solution is uniform. Apply use-solution to the surface being disinfected with a cloth, sponge, mop, brush, or sprayer using normal cleaning methods. Allow the treated surfaces to remain wet for 10 minutes, then remove excess solution with a wrung-out applicator. Discard soiled solutions in an approved manner and replace with fresh solutions. This is a complete product. Do not add other chemicals. If frozen, thaw and remix before use. Use only as directed on label.

SOP DRYING HARVESTED PRODUCTS

Task: Verification of Equipment Readiness

Scope: Production Team

Procedures:

Prior to drying operations the equipment must be clean and all materials must be ready.

- ❖ Verify that the equipment has been cleaned by checking the equipment log and tag.
- ❖ Verify that drying room is clean and suitable for new material.
- ❖ Verify that there is sufficient trays to contain all the cannabis of the correct lot to conduct the drying.
- ❖ Verify the dryer is empty or contains the same brand.
- ❖ Verify the SSS is ready for entry.

NOTE:

If any of the equipment or materials are not ready, remedy the situation and repeat precheck.

Task: Filling and loading of drying trays

Scope: Extraction Production Team

Procedures:

All drying operations are to be conducted according to brand recipes it is up to the operator to insure the brand recipe is consistent with the raw materials:

- ❖ Load the clean tray with appropriate amount of dried cannabis which is a monolayer of flower.
- ❖ Record any weights, times or parameters in the SSS.
- ❖ Load the filled tray into the drying rack and continue loading trays into the rack until full or there is no more harvested material to load.

- ❖ Ensure that only suitable brand recipe materials are loaded, loading materials that are not within the brand recipe into a drying rack is not permitted, a new rack must be used for a new brand recipe.
- ❖ It is permissible to have different brand racks in the drying room as long as they are labeled with the brand and lot identifier.

NOTE:

Alert production manager if any harvested materials appear to have mold or are irregular in appearance for that brand.

Task: Oven drying

Scope: Extraction Production Team

Procedures:

Once the dryer is empty it may be loaded with new materials as long as they are within the same lot and brand:

- ❖ The dryer should be set to the appropriate temperature and time as is documented on the brand recipe.
- ❖ Record any weights and time in the SSS.
- ❖ Start the dryer operation.

NOTE:

Proper drying conditions are important to insure the decarboxylation and breakdown of terpenes (or lack thereof) is conducted properly.

Task: Storage of Dried cannabis

Scope: Extraction Production Team

Procedures:

If the production stream is not ready to accommodate the dried cannabis in the grinding operation the dried material is to be stored in approved containers until such time:

- ❖ Load the dried materials into the approved containers
- ❖ Record any weights and time in the SSS
- ❖ Store the containers in the grinding room

NOTE:

Proper storage of the dried cannabis is important to prevent rehydration or further alteration of the cannabinoid profile.

SOP – TRAINING

Task: To continually train employees regarding new operational methods, changes in applicable regulations, new methodology pertaining to cultivation techniques, and general sanitary practice. This procedure establishes the system for defining employee training requirements and documenting training received by employees. This procedure applies to all training required by, provided by or paid for by, the company.

Scope: Applies to all employee and contractors.

Responsibilities

Managers are responsible for assuring that employees reporting to them are appropriately trained to accomplish their assigned position responsibilities and that all training provided (internal and external) is properly documented.

Trainers are responsible for documenting the training for those in attendance.

Employees are responsible for documenting all training provided by the company on the appropriate forms.

The Quality Assurance Officer is responsible for initiating the Employee Orientation Record, filing of original training records and maintenance of the training binders.

Definitions

Training

Courses, seminars, videos, instructional company meetings, individual instruction or study/review time relating to specific position responsibilities, standard operating procedures (SOPs), equipment operations, Current Good Manufacturing Practices (CGMP), safe operating practices including OSHA requirements, or other applicable regulatory requirements.

Orientation Training

Training for a new employee or an employee changing departments to provide them with the knowledge and skills necessary to satisfactorily perform the functions associated with the new position.

Document Specific Training

Training conducted due to the issuance of a controlled document, revision of a controlled document or to a controlled document reaching the predetermined interval at which training is required.

Mandated Training

The periodic training or updates on developments in CGMP, safety, etc.; and as is mandated by appropriate regulations.

Special Needs Training

Training of individuals or groups to address the needs identified by management with regard to unsatisfactory performance, corrective/preventative action or other circumstances.

Developmental Training

Training of the individual or group that anticipates future needs or that improves performance or capability significantly above current standards; provision of developmental training is dependent on discretionary time and availability of resources.

Training Curriculum

Document listing the training requirements for a position or group of positions available. Documents that employees in the position(s)/group(s) of positions must be proficient in are listed along with other mandated periodic training. At minimum the training curriculum will include an effective date, applicable position(s) and department(s) and approval signatures of the department manager and Quality Assurance Officer.

Functional Skills (document)

A listing of the functional skills associated with the successful performance of the position responsibilities. At minimum the document will include the applicable

position(s), department(s), effective date and the approval signatures of the Quality Assurance Officer and Compliance Officer.

Training Manual

Manual containing Training Curricula and Functional Skills documents for the various positions or groups of positions.

Training Interval

The length of time that training on controlled documents or mandated training is considered current.

Training Matrix

Matrix reflecting departments or individuals and the controlled documents they are to be trained on, determined by the Training Curriculum and indicated in the document approval process. The matrix will be updated by the Quality Assurance Officer as new controlled documents are issued or existing controlled documents are revised or become obsolete. The matrix is used by managers and the Quality Assurance Officer as information for Training Curricula review and updates.

Employee

Any person employed by Medigro part or full time, either on a permanent or temporary basis.

Procedure

1. Managers, with input from the Quality Assurance Officer, will document the training requirements applicable to a position or group of positions on a Training Curriculum form. The Training Curriculum form will include controlled documents that the employee must be proficient in to perform the position functions and other periodic training specifically mandated by the company or regulatory authorities. The Quality Assurance Officer will maintain the current copies of all Training Curricula forms in the Training Manual.
2. Managers, with input from the Quality Assurance Officer, will document those functional skills that are associated with successful performance of the responsibilities for each position or group of positions on a Functional Skills

form. Functional Skills forms should be reviewed and updated as necessary. The Quality Assurance Officer will maintain the current copies of all Functional Skills in the Training Manual.

3. The Quality Assurance Officer, with input from the department managers, will revise Training Curricula and Functional Skills documents to reflect changes in documentation, organization or responsibilities.
4. Orientation Training is delivered to employees based on guidelines contained in the Employee Handbook. The Employee Orientation Record form should be used to document training of employees new to Medigro or entering a new department. The employee's manager will determine the level of detail appropriate for the employee's orientation and arrange for the training to be provided. The Quality Assurance Officer, will document any exemptions or reference other details regarding the employee's orientation in the column provided on the Employee Orientation Record form.
5. The employee and the trainers will initial and date the individual training events on the Employee Orientation Record form as training is provided.
6. When all of the training listed in the applicable Training Curriculum has been completed and documented on Internal Training Records, the employee and the Quality Assurance Officer will initial and date the Position Specific Curricula Training section of the Employee Orientation Record.
7. During the course of the employee's orientation, the manager, the trainers, the employee's peers and others will observe the employee's performance of the various functional skills listed for the position. When, based on these observations, the employee has demonstrated sufficient skills to perform the position functions, the manager will complete the Position Specific Functional Skills section of the Employee Orientation Record.
8. When all aspects of the Orientation Training have been satisfactorily completed, the manager will sign the completed Employee Orientation Record and submit it to Quality Assurance for review, approval, and filing. If Orientation Training exceeds 120 days, the employee's manager must provide Quality Assurance with copies of the training documentation completed during the 120 days and a schedule for completing the training.

9. The need for Document Specific Training is evaluated each time a controlled document is revised. If the document is included in a Training Curricula, an Internal Training Record will be prepared and the training requirement entered into the Training Tracking Log.
 - 9.1 At a minimum, the Training Tracking Log will contain a sequential tracking number, date logged, date routed, document(s) included, and date completed.
 - 9.2 An Internal Training Record can be routed, along with the documents, to satisfy training requirements, when applicable.
10. Document Specific Training is provided based on a training interval that has been established for many controlled documents. The training interval shall not exceed three years. When a document reaches the established training interval without being revised and the document is included in a Training Curriculum, an Internal Training Record will be prepared and the training requirement entered into the Training Tracking Log.
11. Mandated Training is scheduled by managers to meet mandated regulatory training requirements included in Training Curricula and, as needed, to address new or revised regulatory requirements.
12. Managers will monitor employee performance, department performance, Corrective/Preventive Actions, Change Control Request implementations, and organizational changes to identify Special Needs Training.
13. Managers may establish Developmental Training objectives for individual employees with input from Human Resources and the employee. The employee's prior experience, departmental goals, succession planning, and employee goals may all affect the developmental training objectives. Developmental training objectives are typically established and documented during the employee's performance review. Human Resources maintains a record of all developmental training objectives and completion of the objectives.
14. Managers or trainers conducting training must provide an Internal Training Record for attendees to sign.
15. Employees attending internal training must sign the provided Internal Training Record.

16. Employees attending external training paid for by the company must complete an External Training Record and submit it to Quality Assurance. Employees should also document other external training that supports their overall training objectives on an External Training Record. The Quality Assurance Officer must submit to Human Resources a copy of the certification upon completion of the external training (for employment file).
17. Managers or trainers assure that training records are completed and review the training records for completeness and accuracy.
- 17.1 Completed Internal Training Records must be submitted to the Quality Assurance Officer to enable maintenance of the Training Tracking Log, Document Action Requests, Change Requests, and Corrective/Preventive Action Requests.
18. The Quality Assurance Officer will retain the completed training records and, where applicable, place a copy in the training binder for each individual listed on the training record.
19. Managers should periodically review the training records to assure that the required training is being performed and properly documented.
20. The current contractor's form is the minimum training documentation required for temporary employees or contractors working within the building. Additional training is determined by the department supervisor based on tasks assigned and duration of assignment. In addition to the contractor training the contractors must be screened and approved by Medigro security.
21. Completed contractor forms are valid for one year from date of completion. After one year, the forms will need to be completed again.
22. The completed forms will be filed at reception. The receptionist is responsible for insuring that a contractor has completed a form within the last 12 months when they sign in.

SOP – PACKAGING OF CAPSULE PRODUCTS

Task: Packaging of capsules of a specific brand and strength.

Scope: Production personnel, with oversight from the Quality Assurance Officer.

Materials

Empty capsules

Fastlock 400 encapsulation equipment

Eppendorf pipettes

HDPE medicinal bottles with childproof closures

Definitions: Not Applicable

Procedure

- ❖ Obtain the capsule packaging instruction from quality that details the brand and the strength.
- ❖ Set the Eppendorf pipettes to the appropriate volume that corresponds to the desired dose which is detailed on the packaging instruction.
- ❖ Load the empty capsules into the Fastlock, close the top and slide the locking lever to secure the capsules.
- ❖ Lift the top and insure all the caps have been removed from the capsules.
- ❖ Pipette the correct volume into the capsules insuring only to pipette into empty capsules.
- ❖ Once all the capsules have been filled close the top of the Fastlock which affixes the caps onto the capsules.
- ❖ Slide the locking lever to the unlock position and remove the capsules from the Fastlock.
- ❖ Weigh the capsules from each event and insure the total weight of the capsules is within the specified weight on the packaging instruction.
- ❖ If the weight is not within the specification, the capsules are transferred to the quarantine container and the Quality Assurance Officer is notified. All individual capsules will need to be weighed in this event to determine what the issue is.
- ❖ After weighing the capsules and recording in SSS and packaging record place them into the bulk container for that specific lot.

- ❖ Once finished with all the capsules, place the capsules into bottles and secure the closures as per the packaging instruction.
- ❖ Once all the bottles have weighed and recorded in the SSS, use the induction sealer to attach the foil seal to the bottle.
- ❖ Attach the anti-tamper cap to the closures and use the heat shrinker to seal the anti-tamper band.
- ❖ Affix labels as per the packaging instruction and record in the SSS.
- ❖ Place bottles into the approved containers and transfer to the quarantine secure storage area.

SOP – LABEL CONTROL AND ISSUANCE

Task: To assure labels are issued to production personnel and production is required to double check all labels are correct for the brand.

Scope: Production and the Quality Control Department (QC) of Medigro production facilities in Newburgh and Syracuse.

Materials: Label stock and label printer

Definitions: Not Applicable

Procedure

- ❖ QC will set the product and quantity of labels required for production
- ❖ QC verifies the artwork and layout is the current label revision
- ❖ QC prints the labels and delivers them to production
- ❖ Production verifies all fields are correct and correct lot identifier is used
- ❖ Production affixes the labels to the products
- ❖ Production and QC then reconcile the number of labeled products and number of labels printed and any leftover labels. If the labels don't reconcile an investigation is conducted immediately to determine the cause of the mis-reconciliation and a corrective action investigation is launched if needed
- ❖ QC destroys any excess labels if needed

Label Reconciliation

- ❖ Production returns any unused labels to Quality
- ❖ Quality destroys unusable labels and marks the Label Log with the reason code and quantity
- ❖ Quality documents the reconciliation of the labels issued. The following information and formula is used:
 - Total number of labels issued
 - Minus the number of product units produced
 - Minus number of labels returned to quality
- ❖ The specification for label reconciliation is that all labels issued to production MUST be accounted for. If the specification is not met, a physical inspection of labeled product is performed and documented

Label Content

Labels — which will be approved by the Department of Health, easily readable, and firmly affixed — will contain the following information, as required by the Compassionate Care Act and regulations:

- ❖ the name, address and registration number of the registered organization;
- ❖ the medical marihuana product form and brand designation;
- ❖ the single dose THC and CBD content for the product set forth in milligrams (mg);
- ❖ the medical marihuana product lot unique identifier (lot number or bar code);
- ❖ the quantity included in the package;
- ❖ the date packaged;
- ❖ the date of expiration of the product;
- ❖ the proper storage conditions;
- ❖ language stating:
 - “Medical marihuana products must be kept in the original container in which they were dispensed and removed from the original container only when ready for use by the certified patient”;
 - “Keep secured at all times”;
 - “May not be resold or transferred to another person”;
 - “This product might impair the ability to drive”;
 - “KEEP THIS PRODUCT AWAY FROM CHILDREN (unless medical marihuana product is being given to the child under a practitioner’s care”); and
 - “This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant’s pediatrician.”

SOP – PRODUCT RELEASE PROCESS

Task: Ensure the quality and consistency of finished products that are manufactured and the Newburgh and Syracuse sites and distributed by Medigro.

Scope: The Quality Control Department (QC)

Procedure

- ❖ Upon brand lot completion the Quality Assurance Officer must release the lot prior to packaging.
- ❖ The lot is sampled and tested internally to insure the brand complies to the cannabinoid profile.
- ❖ Once internal testing is verified the lot is released for packaging.
- ❖ Upon brand lot packaging completion, the Quality Assurance Officer receives from production the batch record and product. Review the batch record for completeness, check data and sign off the batch record in the seed to sale software (SSS).
- ❖ Use a Sampling Record Form within the SSS to prepare finished product samples as directed by the DOH. Send the samples of the finished product to an approved contract lab for testing.
- ❖ All finished product is placed in the quarantine secure storage area until outside lab testing is complete.
- ❖ Upon successful testing results by the outside lab the brand lot will be released by the SSS.
- ❖ If the outside laboratory test give an out of specification (OOS) result the lot will remain in the quarantine secure storage area until an investigation is launched and final fate of the product is determined as is defined in OOS product disposition procedure.
- ❖ Once the SSS has released the lot it is transferred into the finished product secure storage area to await shipment to the dispensaries.
- ❖ Testing results are forwarded to the dispensaries by the SSS or within the total lot packaging .

SOP - PACKAGING OF VP7 SUBLINGUAL SPRAY UNITS

Task: Implement a consistent procedure for the packaging of VP7 sublingual spray vials.

Scope: Production personnel, with oversight from the Quality Assurance Officer.

Materials

Empty VP7 vials
Eppendorf pipettes
Heat sealable foil pouches

Definitions

Not Applicable

Procedure

- ❖ Obtain the VP7 packaging instruction from quality that details the brand and the fill amount.
- ❖ Set the Eppendorf pipettes to the appropriate volume that corresponds to the desired fill volume which is detailed on the packaging instruction.
- ❖ Load the empty vial onto an analytical balance and tare the balance.
- ❖ Pipette the correct volume into the vial insuring only to pipette into empty units.
- ❖ Once the unit has been filled, record the weight of the unit in the SSS and install the spray closure.
- ❖ Repeat the process until all the units to be filled are complete.
- ❖ Affix anti tamper heat shrink band and seal with heat.
- ❖ Affix label to the vials.
- ❖ Once all units have been weighed and recorded in the SSS, labels are affixed and each unit placed into a foil pouch.
- ❖ Heat seal the foil pouch.
- ❖ Affix labels as per the packaging instruction and record in the SSS.
- ❖ Place sealed pouches into the approved containers and transfer to the quarantine secure storage area.

SOP – PACKAGING OF VAPE PEN CARTRIDGES AND SYRINGES

Task: Packaging of vaping cartridges of a specific brand and amount.

Scope: Production personnel, with oversight from the Quality Assurance Officer.

Materials

Empty O.pen and Ghost cartridges

Plastic syringe

Eppendorf pipettes

Heat sealable foil pouches

Definitions: Not Applicable

Procedure

- ❖ Obtain the cartridge or syringe packaging instruction from QC that details the brand and the fill amount.
- ❖ Set the Eppendorf pipettes to the appropriate volume that corresponds to the desired fill volume which is detailed on the packaging instruction.
- ❖ Load the empty cartridge or syringe onto an analytical balance and tare the balance.
- ❖ Pipette the correct volume into the cartridge or syringe insuring only to pipette into empty units.
- ❖ Once the unit has been filled record the weight of the unit in the SSS and seal the unit.
- ❖ Repeat the process until all the units to be filled are complete.
- ❖ Once all the units have been weighed and recorded in the SSS, place each unit into a foil pouch.
- ❖ Heat seal the foil pouch.
- ❖ Affix labels as per the packaging instruction and record in the SSS.
- ❖ Place sealed pouches into the approved containers and transfer to the quarantine secure storage area.

SOP – CORRECTIVE/PREVENTATIVE ACTION

Task: Establish minimum standards for identification, documentation, tracking and closure of corrective and preventive actions. Sites may implement additional procedures and mechanisms as needed to meet specific requirements. This procedure may be applied in response to audit findings, quality management system performance issues, process trends or performance issues, failure of materials to meet specification requirements, customer complaints, or service issues.

Scope: All company personnel are responsible for informing their management or submitting Corrective/Preventive Action Request Forms when they are aware of the need for corrective action or the opportunity for preventive action. The Corrective Action Committee is responsible for evaluating requests, assigning responsibility for corrective/preventive actions, monitoring corrective/preventive action activities, and assuring adequate documentation. The Quality Assurance officer is responsible for ensuring that this system functions effectively.

Definitions

Corrective Action

Action to eliminate the cause of a detected nonconformity or other undesirable situation in order to prevent recurrence.

Preventive Action

Action to eliminate the cause of potential nonconformity or other undesirable potential situation in order to prevent occurrence.

Corrective Action Committee

Group of individuals that corporate or site senior management designates to perform the administrative functions of the corrective and preventive action system. Participation of individuals and of departments may vary depending on the nature of the corrective and preventive actions being addressed at the time.

Containment

Initial action(s) responding to a nonconformity including the identification and/or isolation of affected product and stopping or controlling the process.

Procedure

- ❖ Responsible management or other personnel submit a Corrective/Preventive Action Request Form (CAR) to Quality Assurance. Reasons for submitting a CAR include, but are not limited to:
 - Results of audits or assessments by internal auditors, customers, certification bodies, or regulatory agencies
 - Quality management system performance issues
 - Out of specification materials
 - Testing and analysis issues
 - Process trends or aberrations
 - Plant equipment and facilities issues
 - Customer complaints
 - Service issues

Note: Where containment may be required, notify the site quality manager immediately.

- ❖ Quality Assurance designee logs in the CAR and assigns a number. The number consists of a letter code to indicate the site, followed by the last two digits of the current calendar year, followed by a three digit sequential number which starts at 001 each calendar year. Site codes are as follows:
 - Corrective Action Committee reviews each CAR submitted. The committee determines the appropriate course of action: none required, investigate, action required, or refer request to other group or authority.
 - If it is determined that no action is required, the request originator is notified of the decision and the rationale for the decision. The CAR log is completed with a "no action decision" in the "Closed" column.
 - If action is required, the committee determines if the action is corrective or preventive in nature.
 - If the request is referred to another group/authority, a cover letter requesting notification of action(s) taken is submitted with the request.
- ❖ Corrective Action Committee assigns responsibility for determining and/or implementing corrective/preventive action to an appropriate individual or

group. The committee assigns a due date for corrective action implementation or, where appropriate, requests the due date from the responsible individual or group. Unless specifically noted, the due date is for implementation exclusive of the verification of effectiveness activities.

- The due date for corrective actions is typically four months or less. Corrective Action Committee will request a detailed corrective action plan from the responsible individual or group for any CAR where the due date exceeds four months. The Corrective Action Committee may require detailed corrective action plans for other CARs at their discretion.
- ❖ The responsible individual or group will provide corrective action documentation to the committee summarizing the determination of root cause, evaluation of the need for action, determination of the action to be taken, implementation of the actions, and the verification of effectiveness as the corrective action progresses.
- ❖ The individual(s) responsible for the corrective or preventive action reports the status of the action request and/or actions taken since the last review on or with a Corrective/Preventive Action Request Review Record prior to committee meeting.
- ❖ The Corrective Action Committee meets periodically to review open CARs and take action as needed to facilitate closure of the requests. The Corrective Action Committee records a status and any comments on the Corrective/Preventive Action Request Review Record.
 - If the Corrective Action Committee concludes that progress on the corrective action is insufficient, the committee decides on or approves of the action(s) to be taken (i.e., notification of responsible management, commitment of additional resources) and records the action(s) and the individual(s) responsible on the Corrective/Preventive Action Request Review Record.
- ❖ Approval of the Corrective Action Committee is required to close an open request. The committee or quality management may require a follow-up audit of the affected area or system to assure the corrective/preventive action was effective prior to closure of the request.
- ❖ Closure of the request is recorded at the bottom of the Corrective/Preventive Action Request and the completed form is retained by Quality Assurance.

- ❖ The Corrective Action Committees provide summaries of system activity to management for Management Review.

SOP - MAINTAINING A SANITARY WORK PLACE

Task: Maintain a safe, clean and sanitary manufacturing and distribution facilities.

Scope: All employees.

Procedure

Handwashing

In accordance with “SOP – Sanitation” (above) all staff must wash their hands before beginning work and returning to work after taking breaks, going to the restroom, eating, smoking, or whenever their hands are dirty. Signs in English and Spanish are posted in restrooms, eating areas, and smoking areas to instruct employees to wash their hands before beginning and returning to work.

Blood and body fluid

If blood or other bodily fluid should come in contact with produce, immediate action must be taken.

If a person is not able to immediately deal with the contamination due to injury, that person must, if able, mark the area and immediately notify his/her supervisor who will then take appropriate action.

If an employee is injured the supervisor--after assuring the employee's safety--will immediately inspect the area where the injury happened to make sure no blood or bodily fluids have contaminated the area.

If there is blood in the field, all contaminated surfaces will be removed to a plastic bag with a shovel or gloved hands and placed in a trash can. All affected soil will be shoveled up around and under the area and will be removed; and all affected produce will be discarded in a hazardous material waste receptacle as well as any packing materials.

All actions will be documented on an Illness and Injury Form.

SOP – WORK PLACE INJURY AND ILLNESS POLICIES

Task: Maintain a safe, healthy and sanitary manufacturing and distribution facilities.

Scope: All employees.

Procedure

Injuries

If someone is injured at the greenhouse or dispensary, first aid kits are available for use. The supplies will be checked and updated monthly. History of refilling first aid kits will be kept in the First Aid Kit log.

During training, all workers are instructed on how to address injuries immediately. This includes any cuts, abrasions, or other injury that happens while working. Employees must notify their supervisor and fill out an accident report. If the injury is critical or life threatening, employees are instructed to call 911 for proper care.

Illness

Any employee who is sick should notify his/her supervisor immediately and must not handle any product. If an employee does not report his or her illness and is found to be sick by the supervisor, the employee will be immediately dismissed from work and not allowed to return until they are symptom free.

The following symptoms prohibit an employee from working , and from handling product:

- ❖ Diarrhea
- ❖ Fever
- ❖ Vomiting
- ❖ Jaundice (when the whites of the eyes are yellowish and the skin has a yellowish tinge)
- ❖ Sore throat with fever

- ❖ Lesions containing pus (including boils or infected wounds, however small) on the hand, wrist, or any exposed body part

If an employee has any of the conditions listed above, these conditions will be recorded on an Illness and Injury Form.

SOP – APPLICATION OF CHEMICALS PROCEDURES

Task: Ensure only properly trained employees handle certain materials.

Scope: All employees.

Procedure

Only licensed individuals may apply regulated substances, including plant protective sprays. Non-regulated chemicals may only be applied by trained individuals.

SOP – EMPLOYEE PRODUCT SAFETY AND SECURITY EMPOWERMENT POLICY

Scope: All employees.

Procedure

All employees are instructed to share information they observe regarding product safety and security. If employees see unusual individuals or situations, they should notify an on-site supervisor immediately. The supervisor will then evaluate the situation and take appropriate action, including, but not limited to, notifying security and/or calling 911. If employees notice pests or other food safety issues, they are encouraged to share this information with their supervisors.

SOP – HARVESTING AND TRANSPORTATION SANITARY PROCEDURES

Scope: All employees.

Procedure

All objects that come into contact with product must be clean, in good working condition, and cleaned and/or sanitized on a scheduled basis. This includes, for example, hands, harvesting equipment; harvesting containers, transportation equipment; transport vehicles; processing equipment; extracting equipment and storage equipment.

SOP - EQUIPMENT/TOOLS SANITARY PROCEDURES

Scope: All employees.

Procedure

Any equipment/tool used for harvesting product will be cleaned and/or disinfected daily. Cleaning history will be kept on file.

SOP – RODENT AND PEST CONTROL

Scope: All employees.

Procedure

Traps will be placed throughout the operation. Traps will be checked daily and records will be kept of the daily checks as well as any pests that are found in the traps on the Pest Control log. Bait is prohibited inside the greenhouse.

All walls, doors, and windows will be inspected. All windows will be screened. Any holes would be repaired to prevent pest and/or bird entrance into the buildings. Employees will be trained to report any signs of infestation in the processing and storage areas.

SOP – STORAGE PROCEDURES

Scope: All employees.

Procedure

Storage areas will be kept clean and tidy. The general housekeeping policy for the storage area general housekeeping is the same as for the greenhouse areas, as is the pest and rodent control program.

SOP – SECURITY AND CONTROL PROCEDURES

See Attachment H – Security Plan

SOP – EMPLOYEE POLICIES AND PROCEDURES

See Attachment D, Exhibit 1 — Employee Handbook



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EMPLOYEE HANDBOOK

Welcome to the Company

Medigro has prepared this handbook to provide you with an overview of the Company's policies, benefits, and rules. It is intended to familiarize you with important information about the Company, as well as provide guidelines for your employment experience with us in an effort to foster a safe and healthy work environment. Please understand that this booklet only highlights Company policies, practices, and benefits for your personal understanding and cannot, therefore, be construed as a legal document. It is intended to provide general information about the policies, benefits, and regulations governing the employees of the Company, and is not intended to be an express or implied contract. The guidelines presented in this handbook are not intended to be a substitute for sound management, judgment, and discretion.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. In addition, circumstances will undoubtedly require that policies, practices, and benefits described in this handbook change from time to time. Accordingly, the Company reserves the right to modify, supplement, rescind, or revise any provision of this handbook from time to time as it deems necessary or appropriate in its sole discretion with or without notice to you.

If any statements in this handbook are not clear to you, please contact the Company president or his designated representative for clarification. This handbook supersedes any and all prior policies, procedures, and handbooks of the Company.



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COMPANY PHILOSOPHY

Open-Door Policy

In keeping with the Company's philosophy of open communication, all employees have the right and are encouraged to speak freely with management about their job-related concerns.

We urge you to go directly to your supervisor to discuss your job-related ideas, recommendations, concerns and other issues which are important to you. If, after talking with your supervisor, you feel the need for additional discussion, you are encouraged to speak with the Company president.

The most important relationship you will develop at the Company will be between you and your supervisor. However, should you need support from someone other than your supervisor, the entire management team, including the Company president is committed to resolving your individual concerns in a timely and appropriate manner.



EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of the Company to provide equal employment opportunity to all employees and applicants for employment and not to discriminate on any basis prohibited by law, including race, color, sex, age, religion, national origin, disability, marital status or veteran status. It is our intent and desire that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination and all other terms and conditions of employment. The President of the Company and all managerial personnel are committed to this policy and its enforcement.

Employees are directed to bring any violation of this policy to the immediate attention of their supervisor or the Company president. Any employee who violates this policy or knowingly retaliates against an employee reporting or complaining of a violation of this policy shall be subject to immediate disciplinary action, up to and including discharge. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved.



HARASSMENT POLICY

The Company will not tolerate harassment or intimidation of our employees on any basis prohibited by law, including race, color, sex, age, religion, national origin, handicap, disability, marital status, or veteran status. Moreover, any suggestions made to any employee that sexual favors will affect any term or condition of employment with the Company will not be tolerated. It is the policy of the Company that any harassment, including acts creating a hostile work environment or any other discriminatory acts directed against our employees, will result in discipline, up to and including discharge. The Company also will not tolerate any such harassment of our employees by our clients or vendors.

For purposes of this policy, sexual harassment is defined as any type of sexually oriented conduct, whether intentional or not, that is unwelcome and has the purpose or effect of creating a work environment that is hostile, offensive or coercive. The following are examples of conduct that, depending upon the circumstances, may constitute sexual harassment:

- ❖ Unwelcome sexual jokes, language, epithets, advances or propositions;
- ❖ Written or oral abuse of a sexual nature, sexually degrading or vulgar words to describe an individual;
- ❖ The display of sexually suggestive objects, pictures, posters or cartoons;
- ❖ Unwelcome comments about an individual's body;
- ❖ Asking questions about sexual conduct;
- ❖ Unwelcome touching, leering, whistling, brushing against the body, or suggestive, insulting or obscene comments or gestures;
- ❖ Demanding sexual favors in exchange for favorable reviews, assignments, promotions, or continued employment, or promises of the same.



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Employees must bring any violation of this policy to the immediate attention of their supervisor or the Company president. The Company will thoroughly investigate all such claims with due regard for the privacy of the individuals involved. Any employee who knowingly retaliates against an employee who has reported workplace harassment or discrimination shall be subject to immediate disciplinary action, up to and including discharge.



WORKING AND COMPENSATION

Employment on an At-Will Basis

All employees of the Company, regardless of their classification or position, are employed on an at-will basis. This means that each employee's employment is terminable at the will of the employee or the Company at any time, with or without cause and with or without notice. No officer, agent, representative, or employee of the Company has any authority to enter into any agreement with any employee or applicant for employment on other than on an at-will basis. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the Company shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

Attendance and Reporting to Work

Each employee is important to the overall success of our operation. When you are not here, someone else must do your job. Consequently, you are expected to report to work on time at the scheduled start of the workday. Reporting to work on time means that you are ready to start work, not just arriving at work, at your scheduled starting time.

The Company depends on its employees to be at work at the times and locations scheduled. Excessive absenteeism and/or tardiness will lead to disciplinary action, up to and including termination. The determination of excessive absenteeism will be made at the discretion of the Company. Absence from work for three consecutive days without properly notifying your supervisor will be considered a voluntary resignation. After two days' absence, you may be required to provide documentation from your physician to support an injury- or illness-related absence, and to ensure that you may safely return to work.

If you expect to be absent from the job for an approved reason (e.g., paid time off or a leave of absence), you should notify your supervisor of your upcoming absence as far in advance as possible. If you unexpectedly need to be absent from or late to work, you must notify your supervisor prior to the start of your scheduled workday that you will be late or absent and provide the reason for that absence or tardiness. If your supervisor is not available, you should contact the Company's main office prior to the start of your scheduled workday. Leave your



number so that your supervisor can return your call. Failure to properly contact us will result in an unexcused absence for disciplinary purposes. Your attendance record is a part of your overall performance rating. Your attendance may be included during your review and may be considered for other disciplinary action up to and including termination.

Where possible, medical and dental appointments should be scheduled around your assigned work hours; otherwise, they may be considered absences without pay. If you are unable to schedule an appointment before or after your shift, you are required to talk to your supervisor to make special arrangements.

Workday Hours and Scheduling

Employees are required to be present for work during the workday established for them by their supervisors or by the Company president.

Particularly at jobsites, this regular schedule may vary depending on such factors as weather, materials supply, permit approval, etc. If you are unsure about expected starting times on any particular job assignment, ask your supervisor for clarification.

In case of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, you should contact your supervisor or call the office directly.

The Company does not generally schedule rest periods or breaks, other than meal breaks, during the workday. However, if the Company does schedule such rest periods or breaks, they will be paid breaks and will usually be for 15 minutes. For lunch or meals, our policy is:

- ❖ Field employee meals will be 30 minutes.
- ❖ Office employee meals will be 1 hour.
- ❖ The meal period is unpaid.
- ❖ All employees are required to take a lunch break and no employee is authorized, without prior supervisory approval, to perform work during the lunch period.



Recording Hours Worked

All hourly employees are required to keep time via an electronic system. On your time sheet, you must correctly record the job number, job code, and time spent on each job number or code for each day worked. The Company will provide you with system for reporting your hours. Only you are authorized to record your own time.

Completed time sheets are due in the office no later than 8:00 a.m. on the Wednesday following the end of a pay period. Failure to turn in time sheets by this deadline may delay your paycheck for that week.

Overtime

Occasionally it may be necessary for an employee to work beyond his or her normal workday hours. Overtime pay is paid only when work is scheduled, approved, and made known to you in advance by your supervisor. Under no circumstances shall an employee work overtime without the prior approval of his or her supervisor.

Hourly employees will receive overtime pay at a rate of one-and-one-half times their regular hourly rate for all hours worked in excess of 40 in a workweek.

To the extent possible, overtime will be distributed equally among all employees in the same classification and position, provided that the employees concerned are equally capable of performing the available work. Decisions regarding overtime work will be made by the Production Coordinator or his/her representative. Any employee asked to work overtime will be expected to rearrange his/her personal schedule to work the requested overtime.

Holidays

The Company observes the following holidays:

- | | |
|------------------|----------------|
| ❖ New Year's Day | ❖ Thanksgiving |
| ❖ Memorial Day | ❖ Christmas |
| ❖ Fourth of July | |
| ❖ Labor Day | |



Full-time employees will be paid for these holidays as long as the employee was present for work on the workdays immediately before and after that holiday, or had an acceptable excuse for being absent on any such days. If a paid holiday falls within an employee's vacation period, the holiday will not be counted as a vacation day.

Part-time employees are not eligible for holiday pay.



EMPLOYMENT CLASSIFICATIONS

Upon being hired by the Company, all new employees must serve a ninety (90) calendar day introductory period. It is especially important that you make your supervisor aware of any questions or problems you may encounter during this period. Your performance will be carefully monitored during this period. At the end of the introductory period, your performance will be reviewed, and if it has been satisfactory, you will become a Regular Full-Time or Regular Part-Time Employee. Satisfactory completion of the introductory period does not entitle you to employment for any specific term, but does entitle you to participation in many of the Company employee benefits programs.

For the sole purpose of determining the allowance of certain employee benefits, employees are classified as:

- ❖ **Regular Full-Time Employees:** An employee who has satisfactorily completed the introductory period and is scheduled to work an average of forty (40) hours per week on a regular and continuous basis.
- ❖ **Regular Part-Time Employees:** An employee who has satisfactorily completed the introductory period and is usually scheduled to work less than an average of forty (40) hours per week but not less than ten (10) hours per week on a regular and continuous basis.
- ❖ **Temporary Employees:** An employee whose services are anticipated to be of limited duration falls into this classification. Temporary employees are not eligible for participation in those employee benefits programs made available for the Company Regular Full-Time and Regular Part-Time Employees, although separate benefit plans may be available for certain temporary employees assigned to work at the Company. Any such employees will be separately notified of any such programs. Service as a temporary does not count as service as a Regular Employee for benefit eligibility purposes.

For payroll purposes, employees will be classified as one of the following:

- ❖ **Exempt Employees:** Certain employees such as executive, administrative, professional and outside sales employees are paid on a salary basis for all hours worked each week. Certain computer professionals may also be



exempt, regardless of whether they are paid on a salary or hourly basis. These employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds their normal workweek. No overtime premium pay will be paid to exempt employees in most circumstances.

- ❖ Non-Exempt Employees: All employees who are not identified as exempt employees are considered non-exempt employees. Non-exempt employees are eligible for payment of overtime premium pay.



MAINTAINING YOUR PERSONNEL RECORDS

It is your responsibility to provide current information regarding your address, telephone number, insurance beneficiaries, change in dependents, marital status, etc. Please use the personnel records form to note any changes in your address, phone number, emergency contact information, marital status, number of dependents, etc. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form.

Personnel Files

Employee personnel files are the property of the Company, and do not belong to the employee. However, upon request, the Company will provide employees with copies of performance evaluations and other performance-related documents that the employee has previously received.

Performance Evaluations

Employees shall have their job performance reviewed on an annual basis by either their supervisor or by the president of the Company.



STANDARDS AND EXPECTATIONS FOR THE WORKPLACE SAFETY

The Company believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious. We have established the following policies and procedures that allow us to provide safe and healthy working conditions. We expect each employee to follow these policies and procedures, to act safely, and to report unsafe conditions to his or her supervisor in a timely manner.

Reporting Unsafe Conditions or Practices

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If you observe an unsafe condition, you should warn others, if possible, and report that condition to your supervisor immediately. If you have a question regarding the safety of your workplace and practices, ask your supervisor for clarification.

If you observe a coworker using an unsafe practice, you are expected to mention this to the coworker and to your supervisor. Likewise, if a coworker brings to your attention an unsafe practice you may be using, please thank the coworker and make any necessary adjustments to what you are doing. Safety at work is a team effort.

Maintaining a Safe Worksite

We expect employees to establish and maintain a safe worksite. This includes, but is not limited to, the following applications:

- ❖ Maintaining proper fall-protection systems.
- ❖ Building and maintaining walkways, handrails, and guardrails.
- ❖ Using property lifting techniques when moving heavy objects.
- ❖ Inspecting tools and equipment for defects before use.
- ❖ Keeping walkways clear of debris.
- ❖ Ensuring product quality.
- ❖ Inspecting, cleaning, and properly storing tools and equipment after use.



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- ❖ Following established safety rules.

Using Safety Equipment

Where needed, the Company provides its employees with appropriate safety equipment and devices. You are required to use the equipment provided in the manner designated as proper and safe by the manufacturer. Failure to properly use safety equipment may lead to disciplinary action, up to and including termination.

If you require safety equipment that has not been provided, contact your supervisor before performing the job duty for which you need the safety equipment.

Reporting an Injury

Employees are required to report any injury, accident, or safety hazard immediately to their supervisor(s). Minor cuts or abrasions must be treated on the spot. More serious injuries or accidents will be treated accordingly. Serious injuries must be reported on the injury or accident report form available in the office.

Hazard Communications

If you believe that you are dealing with a hazardous material and lack the appropriate information and/or safety equipment, contact your supervisor immediately.

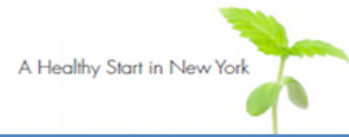
Care of Equipment and Supplies

All employees are expected to take care of all equipment and supplies provided to them. You are responsible for maintaining this material in proper working condition and for promptly reporting any unsafe or improper functioning of this material to your supervisor.

Neglect, theft, and/or destruction of the Company's materials are grounds for disciplinary action, up to and including termination.

Smoking at the Workplace

Smoking of any kind is prohibited inside our office and on our worksites. Employees may smoke on scheduled breaks or during meal times, as long as they do so outside the worksite or office. Employees who take excessive smoke breaks may be required to work longer hours to make up for time lost smoking.



Employees are also responsible to inform all those working on our job sites of this smoke-free policy, and report to their supervisor any violation of this policy.

Tobacco Policy

All tobacco use is prohibited on-site. All tobacco has the potential to transmit virus diseases to medical marijuana and therefore all use of tobacco is prohibited on-site.

Violence and Weapons

The Company believes in maintaining a safe and healthy workplace, in part by promoting open, friendly, and supportive working relationships among all employees. Violence or threats of violence have no place in our business. Violence is not an effective solution to any problem. Employees are strictly prohibited from bringing any weapons, including knives, pistols, rifles, stun guns, Mace, etc., to the worksite or office. Neither threats of violence nor fighting will be tolerated. Furthermore, if you have a problem that is creating stress or otherwise making you agitated, you are encouraged to discuss it with your supervisor.

You are expected to immediately report to your supervisor any violation of this policy. Any employee found threatening another employee, fighting, and/or carrying weapons to the worksite will be subject to disciplinary action, up to and including termination.

Drug-Free Workplace

The Company does not tolerate the presence of illegal drugs or the illegal use of legal drugs in our workplace. The use, possession, distribution, or sale of controlled substances such as drugs or alcohol, or being under the influence of such controlled substances is strictly prohibited while on duty, while on the Company's premises or worksites, or while operating the Company's equipment or vehicles. The use of illegal drugs as well as the illegal use of legal drugs is a threat to us all because it promotes problems with safety, customer service, productivity, and our ability to survive and prosper as a business. If you need to take a prescription drug that affects your ability to perform your job duties, you are required to discuss possible accommodations with your supervisor. Violation of this policy will result in disciplinary action, up to and including termination.



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Prior to employment, each potential employee must undergo a drug test. The Company will require employees to take random drug tests during their employment with the Medigro. A positive result on any such drug test is grounds for immediate termination.

Your receipt of this policy statement and signature on the handbook acknowledgment form signify your agreement to comply with this policy.

Any employee who is convicted of violating criminal drug statutes must notify an appropriate officer or senior official of the Company of that conviction within three days of the conviction. Failure to do so will lead to disciplinary action.



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RESPONDING TO CUSTOMER INQUIRIES AND PROBLEMS

At the Company, client satisfaction is the measure of our success. It is the responsibility of each employee, within reason, to interact with the client to achieve this goal.



APPEARANCE AND DRESS

To present a business-like, professional image to our customers and the public, all employees are required to wear appropriate clothing on the job. By necessity, the dress standards for the business office are somewhat different than for jobsites.

- ❖ For the business office: Casual to business-style dress is appropriate. Employees should be neatly groomed and clothes should be clean and in good repair. Leisure clothes such as cut-offs or halter tops are not acceptable attire for the business office. The Company will provide employees with shirts bearing the Company's logo, which employees are expected to wear as appropriate in the business office.
- ❖ For jobsites: Employees who are handling product are expected to wear Company issued uniforms.



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CONFLICTS OF INTEREST

You should avoid external business, financial, or employment interests that conflict with the Company's business interests or with your ability to perform your job duties. This applies to your possible relationships with any other employer, consultant, contractor, customer, or supplier.

Violations of this rule may lead to disciplinary action, up to and including termination.



CODE OF ETHICAL CONDUCT

In order to avoid any appearance of a conflict of interest, employees are expected to abide by the following code of ethical conduct. Please consult your supervisor or an official of the Company if you have any questions.

Employees of the Company should not solicit anything of value from any person or organization with whom the Company has a current or potential business relationship.

Employees of the Company should not accept any item of value from any party in exchange for or in connection with a business transaction between the Company and that other party.

Employees may not accept items from customers, suppliers. Items include gifts, gratuities, food, drink and entertainment.

If you are faced with and are unsure how to handle a situation that you believe has the potential to violate this code of ethical conduct, notify your supervisor or the Company president.

Violations of this code may lead to disciplinary action, up to and including termination.



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SOLICITATION AND DISTRIBUTION

For the safety, convenience, and protection of all employees, the Company has adopted the following rules concerning solicitation and the distribution of materials:

- ❖ The Company prohibits solicitation and distribution of non-Company materials on Company property or at Company jobsites at all times.



PERSONAL CALLS, VISITS, AND BUSINESS

The Company expects the full attention of its employees while they are working. Although employees may occasionally have to take care of personal matters during the workday, employees should try to conduct such personal business either before or after the workday or during breaks or meal periods. Regardless of when any personal call is made, it should be kept short.

Employees should also limit incoming personal calls, visits, or personal transactions. The Company's phones should be available to serve the Company's customers, and non-business use of the phones can hurt the Company's business. A pattern of excessive personal phone calls, personal visits, and/or private business dealings is not acceptable and may lead to disciplinary action.



BUSINESS EXPENSES

Employees may occasionally incur expenses on behalf of the Company. The Company will reimburse employees for typical business expenses, such as mileage (for example, when the Company asks an employee to travel to a different jobsite during the workday) and certain job-related supplies or materials. The Company will pay mileage reimbursements at the end of each month, upon receipt of the employee's mileage record. In order to be reimbursed for job-related supplies or materials, employees must deliver a receipt for the supplies or materials to the Company's business office within 7 days of the purchase. Employees may also turn in such receipts by attaching them to the employee's weekly time sheet for the week in which the employee made the purchase.



INSPECTION OF PERSONAL AND COMPANY PROPERTY

The Company's employees use the property and equipment the Company owns and provides, and may also use the Company's materials, information, and other supplies. While employees may decorate their office workspaces with their personal possessions (such as pictures, plants, and the like), employees must remember that property supplied by the Company remains the property of the Company. The Company reserves the right to search any Company property (e.g., personal computers, desks, lockers, or other storage areas) at any time. The Company also reserves the right to inspect personal property (e.g., tool boxes, purses, briefcases) during the workday or as employees leave their worksites. Refusal to allow inspection may lead to disciplinary action, up to and including termination.



NETWORK AND ELECTRONIC RESOURCES POLICY

Network and Electronic Resources, such as computers, other hardware, software, e-mail, landline and cellular telephones, fax machines and internet access, are tools that the Company provides its employees to assist them in their work. These Network and Electronic Resources and related access systems are proprietary Company property and subject to review or access by the Company at any time.

All employees who use the Company's Network and Electronic Resources must follow the guidelines below:

- ❖ Use Network and Electronic Resources for Company business purposes only.
- ❖ Messages and communications sent via the Company's Network and Electronic Resources are subject to subpoena and access by persons outside the Company and may be used in legal proceedings. Please consider this before sending any confidential messages or material via the Network and Electronic Resources.
- ❖ E-Mail is not a substitute for face-to-face communication. If you have a conflict with someone or need to discuss an important issue, it should be handled in person or over the telephone if a meeting is not possible.
- ❖ Remember that all of the Company's policies, including but not limited to policies on Equal Employment Opportunity, Harassment, Confidentiality, Personal Conduct and Rules of Conduct, apply to the use of the Company's Network and Electronic Resources. Employees must not review or forward sexually explicit, profane or otherwise unprofessional or unlawful material through the Company's Network and Electronic Resources.
- ❖ Passwords protecting the use of the Company's Network and Electronic Resources are the Company's property and will be assigned to employees as needed. Employees may not change passwords without the consent of the Company president. Employees must notify the Company president of all passwords and encryption keys assigned to or used by them, and must notify the Company president of any changes to such passwords or encryption keys.



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- ❖ Do not install any software or program on any Company computer or other hardware without the express consent of your supervisor or the Company president.
 - ❖ The Company expressly prohibits the unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material.
 - ❖ Employees must not attempt to override or evade any program or measure installed by the Company to protect the security or limit the use of its Network and Electronic Resources.

The Company retains the right to review all communications conducted and data saved, reviewed or accessed via the Company's Network and Electronic Resources, including Company computers, e-mail and internet access. The Company does not permit its non-management employees to access or use any Company password, e-mail or internet access other than their own. Inappropriate use of Network and Electronic Resources may result in discipline, up to and including discharge. Employees should be careful to safeguard their passwords, log off their terminals when not in use and not permit others to access Company systems.



CONFIDENTIAL AND PROPRIETARY INFORMATION

The Company considers its confidential and proprietary information, including the confidential and proprietary information of our customers, to be one of its most valuable assets. As a result, employees must carefully protect and must not disclose to any third party all confidential and proprietary information belonging to the Company or its customers. Such protected information includes, but is not limited to, the following: matters of a technical nature, such as computer software, product sources, product research and designs; and matters of a business nature, such as customer lists, customer contact information, associate information, on-site program and support materials, candidate and recruit lists and information, personnel information, placement information, pricing lists, training programs, contracts, sales reports, sales, financial and marketing data, systems, forms, methods, procedures, and analyses, and any other proprietary information, whether communicated orally or in documentary, computerized or other tangible form, concerning the Company's or its customers' operations and business.

Employees should ensure that any materials containing confidential or proprietary information are filed and/or locked up before leaving their work areas each day. During the workday, employees should not leave any sensitive information lying about or unguarded.

If you have any questions about this policy, consult your supervisor or the Company president.



RULES OF CONDUCT AND PROGRESSIVE

DISCIPLINARY PROCEDURE

There are reasonable rules of conduct which must be followed in any organization to help a group of people work together effectively. The Company expects each

employee to present himself or herself in a professional appearance and manner. If an employee is not considerate of others and does not observe reasonable work rules, disciplinary action will be taken.

Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, or discharge may be necessary. It is within the Company's sole discretion to select the appropriate disciplinary action to be taken. Notwithstanding the availability of the various disciplinary options, the Company reserves the right to discharge an employee at its discretion, with or without notice.

The following is not a complete list of offenses for which an employee may be subject to discipline, but it is illustrative of those offenses that may result in immediate discipline, up to and including dismissal, for a single offense:

- ❖ Excessive absenteeism or tardiness.
- ❖ Dishonesty, including falsification of Company-related documents, or misrepresentation of any fact.
- ❖ Fighting, disorderly conduct, horseplay, or any other behavior which is dangerous or disruptive.
- ❖ Possession of, consumption of, or being under the influence of alcoholic beverages while on Company or customer premises or on Company business.
- ❖ Illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or unprescribed controlled substances.
- ❖ Reporting for work with illegal drugs or unprescribed controlled substances in your body.



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- ❖ Possession of weapons, firearms, ammunition, explosives, or fireworks on Company or customer premises.
 - ❖ Failure to promptly report a workplace injury or accident involving any of the Company's employees, clients, equipment, or property.
 - ❖ Willful neglect of safety practices, rules, and policies.
 - ❖ Speeding or reckless driving on Company business.
 - ❖ Commission of a crime, or other conduct which may damage the reputation of Company.
 - ❖ Use of profane language while on Company business.
 - ❖ Stealing, misappropriating, or intentionally damaging property belonging to the Company or its customers or employees.
 - ❖ Unauthorized use of the Company's or its clients ' name, logo, funds, equipment, vehicles, or property.
 - ❖ Insubordination, including failure to comply with any work assignments or instructions given by any Company supervisor with the authority to do so.
 - ❖ Violation of the Company's Equal Employment Opportunity Policy or its Harassment Policy.
 - ❖ Interference with the work performance of other employees.
 - ❖ Failure to cooperate with an internal investigation, including, but not limited to, investigations of violations of these work rules.
 - ❖ Failure to maintain the confidentiality of trade secrets or other confidential information belonging to the Company or its customers.
 - ❖ Failure to comply with the personnel policies and rules of the Company.



RE-EMPLOYMENT

Former employees who are rehired and return to work within three months of their termination will not be required to go through another orientation period, unless the Company deems it necessary. Former employees who are rehired and return to work more than three months after their termination will be rehired only as new employees and must complete a new orientation period. They will be considered new employees for any and all benefits. As a general rule, the Company will not rehire former employees who:

- ❖ Were dismissed by the Company.
- ❖ Resigned without giving two weeks notice.
- ❖ Were dismissed for inability to perform job duties.
- ❖ Had a poor attendance record.
- ❖ Had a below-average evaluation.
- ❖ Violated work rules or safety rules.



SECURITY POLICY

Every employee is responsible to follow all policies and procedures to ensure maximum security. Employees are issued a color-coded keycard that allows access to only those areas that their job duties require. Keycards and state-issued Registered Agent cards must be worn at all times while on the premises. It is expressly prohibited for employees to enter any areas that they do not have approved, specific access to. Employee break and locker rooms are accessible to all employees. Panic buttons are located throughout the facility and should be used in case of any breach of security.

Entrances and Exits

All employees are expected to use a designated employee entrance when entering or leaving the building. In no instance shall an employee allow access to the building to another person without approval. Care should be taken that while entering building, no other people are in the vicinity. Emergency exits are not to be used other than in an emergency.

Visitors

No visitors are allowed on the premises other than authorized officials to perform governmental duties or other approved visitors such as:

- ❖ Laboratory staff from licensed facilities to perform approved sampling or testing duties
- ❖ Emergency personnel

All visitors will be issued an identification badge, which must be worn at all times. Visitors will be required to wear protective equipment. An employee must escort visitors at all times.



BENEFITS

Paid Time Off

The Company provides its full-time employees with paid time off (“PTO”) each year as a way to express our appreciation and a way to renew and refresh our employees. Because our business is often very seasonal, the Company reserves the right to grant PTO at times that are most suitable for our business conditions and to limit PTO during our busy season.

Full-time employees become eligible for 5 days (40 hours) of PTO per calendar year after 12 months of continuous employment with the Company. After 36 months of continuous employment, employees become eligible for 10 days (80 hours) of PTO per calendar year.

Employees must use all PTO in the calendar year in which it is granted. It should be scheduled and approved by the Company at least two weeks in advance. Any unused PTO will be forfeited at the end of each calendar year.

Upon termination of employment for any reason, employees forfeit any accumulated but unused PTO.

Part-time employees are not eligible for PTO.

Personal Leave

The Company may, at its discretion, grant an employee a leave of absence without pay when sufficient personal reasons necessitate such a leave. However, employees are not eligible for a personal leave of absence until they have been continuously employed as full-time employees of the Company for 12 months.

The Company may require an employee to provide documentation, such as a doctor’s certification of illness or disability, supporting the employee’s need for a leave of absence, and the Company may periodically require the employee to provide such supporting documentation on basis during the leave of absence. Prior to or upon an employee’s return to work from a leave of absence, the Company may also require the employee to provide documentation establishing the employee’s ability to return to work.



The Company reserves the right to determine the duration of the leave of absence, but no leave of absence shall exceed 12 weeks. If an employee fails to return to work immediately after his or her leave of absence expires, the employee will be considered to have voluntarily resigned his or her position with the Company.

Employees may continue their health insurance benefits while on a leave of absence by paying the full cost of the employee portion of their premium to remain covered each month during the leave. Employees who wish to continue their insurance coverage should so advise the office manager before beginning their leave.

Leaves of absence will be without pay except that employees may be required to use any accrued paid time off during a leave. While on a leave of absence, employees will not accrue additional paid time off. Employees may be eligible for benefits during a leave under the Company's short-term and long-term disability plans.

Because operations sometimes require that vacant positions be filled, a leave of absence does not guarantee that the job will be available when the employee returns from a leave. The Company will, however, make an effort to place you in your previous position or a comparable job which you are qualified to perform. If no such position is available, you may be eligible for rehire as a new employee if you apply for an available position for which you are qualified and if your prior work history warrants your rehire.

Bereavement Leave

The Company will provide up to three days of paid bereavement leave for an employee upon the death of an immediate family member. For purposes of this policy, "immediate family" is defined as the employee's or the employee's spouse's parents, siblings, children, grandparents, grandchildren, the employee's spouse, or any other relative who resides in the employee's household.

Employees should direct all requests for Bereavement Leave to their supervisors or to the Company president.

While on Bereavement Leave, an employee will be paid at straight time for the hours the employee was scheduled to work on the days missed.



Jury Leave

Employees who are called for jury duty will be granted time off with pay to perform this civic duty. Employees must notify their supervisors as soon as they learn they have been summoned as a juror so that work arrangements can be made. In order to be paid for Jury Leave, an employee must provide his or her supervisor with the jury summons and a note from the Clerk of the Court indicating the times the employee was in court for jury duty. The Company will pay employees straight time for their regularly scheduled hours of work, minus the compensation they received from the court for their service as jurors, for up to five days of jury service. An employee who is excused from jury duty prior to the end of a regularly scheduled workday must report for work for the remainder of that day, or otherwise notify his or her supervisor of his or her availability to work.

Military Leave

The Company will grant employees called into military service an unpaid leave of absence and reemployment rights as provided by the laws of the United States. Employees may use accrued paid time off during a military leave of absence, but are not required to do so.



ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received the current Company employee handbook and have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook or its contents will be answered by the Office Manager or his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that the Company reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of the Company, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or the Company at any time, with or without cause, and with or without notice. I have also been informed and understand that no officer, agent, representative, or employee of the Company has any authority to enter into any agreement with any applicant for employment or employee for an employment arrangement or relationship other than on an at-will basis and nothing contained in the policies, procedures, handbooks, or any other documents of the Company shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

This handbook is the Company property and must be returned upon separation.

Signature

Date

Printed Name



Quality Assurance Plans

Medigro will keep current with the newest varieties of medical marijuana, providing the best possible relief to its customers. The quality of product and quality assurance to our customers is of the utmost importance to our business. A Quality Assurance Officer who shall oversee the organization's practices and procedures and who has documented training and experience in quality assurance and quality control procedures will be on staff.

We will prepare quality assurance reports that illustrate how the buildings, equipment, and proposed sanitation program to be used meet the good production practices outlined in the NYSDOH regulations. Medigro will provide a written notification of their application to the local police, local fire authority, and local government specifying activities and address of site.

Medigro will employ a Quality Assurance Officer for both manufacturing sites with appropriate training, experience, and technical knowledge to approve the quality of marijuana prior to making it available for sale. Testing for microbial and chemical contaminants will be carried out on a regular basis to ensure they meet specified limits for herbal medicines for human consumption.

The following discusses our quality assurance program in greater detail, including production, processing, packaging/labeling, testing, and recordkeeping associate with quality assurance procedures.

Quality Assurance – Overall Production

Medigro will comply with standard operations procedures outlined in the regulations. The building and production practices that allows marijuana to be produced, packaged, labeled and stored in premises that are designed, constructed and maintained in a manner that permits those activities to be conducted under sanitary conditions in particular:

*Permits and premises will be kept clean and orderly

- *Effective cleaning of all surfaces in the premises
- *Marihuana will be stored and/or processed appropriately
- *Prevent contamination of the marihuana
- *Prevent the addition of extraneous substances to the marihuana
- *Storage under conditions that will maintain its quality
- *Equipment
- *Establishing and maintaining a system of control that permits the rapid and complete recall of every lot or batch of marihuana that has been made available for sale.

Quality Assurance - Processing of harvested cannabis

Harvested cannabis materials (flowers and leaves) will be weighed and placed on trays in a mobile rack system that houses several trays. The trays will be transported to the secure drying room where they await processing.

Each rack of trays will contain a lot identifier and be tracked by the seed to sale software (SSS).

The harvested material will be allowed to air dry until such time where it is needed for further processing.

A representative sample will be taken for HPLC analysis to confirm the cannabinoid profile of the raw material. If the in-house testing confirms the proper profile the material it will proceed to decarboxylation and grinding. If the material does not meet the expected profile it may be held and combined with other raw materials of known profile to achieve the correct profile to insure brand consistency.

Once the material is scheduled for production the trays will be placed in the tray drying oven. This processing step known as decarboxylation converts the cannabinoid acids to neutral cannabinoids, ie. THCA is converted to THC. The oven settings will be as per brand requirements such as 125 degrees C for 30 minutes or 105 degrees C for 3 hours.

The decarboxylated material will be weighed and recorded in the SSS and then passed to the grinding room. The materials will be passed through the grinder, to

achieve a uniform reproducible particle size of 2-3 mm. The ground cannabis is collected in a bulk container and weight recorded in the SSS.

The ground material is ready for extraction. Extractions will be processed by CO₂ extraction in a subcritical or supercritical process depending on the desired brand. The material will be weighed and recorded and placed into the extraction vessel. The 20L extraction system will contain approximately 10-12 lbs. per vessel.

The extractor will be loaded with the validated extraction method in the software and started. The collection vessels pressures will be checked by the operator to insure they are set as specified in the validated method.

Once the extraction has finished the collection vessels will be discharged and held in a bulk container until all the material identified as a specific lot has been processed. The extracted lot is then suspended in USP grade ethyl alcohol in from about 1:5 ratio to 1:2 ratio and placed in a freezer at about -20 degrees C for a minimum of 12 hours. Once the materials have precipitated out of the solution it is filtered through a 20 micron membrane to remove the precipitated non-cannabinoid materials.

The resultant fluid containing the cannabinoids is the placed in a vacuum oven at approximately 65 degrees C at a vacuum of about 170 mBar until no condensate is observed leaving the oven to remove the alcohol. Once the alcohol is removed the vacuum and temperature can be gradually released. The cannabis oil is then weighed and recorded in the SSS, a sample removed and tested for cannabinoid profile. The cannabis oil is then transferred to the secure quarantine storage area where it will remain until released by QA for packaging.

Quality Assurance - Operational Policies

All medical cannabis products will be tested by a state-authorized testing lab prior to product release. Testing results will be entered into the state seed to sale software (SSS).

Product handling will follow the detailed SOPs outlined in the SOP manual. In brief:

- ❖ A master cleaning schedule will be established for the packaging
- ❖ room and all equipment with appropriate cleaning protocols for all

- ❖ equipment
- ❖ Packaging records will be documented as per Medigro SOP.
- ❖ Quality by design (QBD) based operations will be developed
- ❖ addressing harvest-to-packaging handling to insure product quality and consistency.
- ❖ Packaging staff will be required to have an up-to-date training as per Medigro SOP.
- ❖ All packaging employees must wear clean, non-latex gloves.
- ❖ Any employee or visitor to the production area must wear, at a minimum; a hair cover as well as a beard cover if necessary. Visitors are not permitted into the packaging room after it has been cleaned for use or during packaging.
- ❖ Packaging employees must not wear jewelry (with the exception of a
- ❖ plain wedding band), false eyelashes, false fingernails or excessive
- ❖ perfume
- ❖ Packaging employees will change into a clean uniform at the start of each packaging campaign and will change to a clean uniform if needed
- ❖ Hands must be washed as frequently as necessary to ensure hygienic conditions
- ❖ Any packaging employee who has an illness, sore, open wound or other potential source of microbial contamination will be prohibited from working in the packaging area until the condition has been resolved.

Quality Assurance – Packaging and labeling

1. manufacturing requirements for approved medical marihuana products (1004.11) mandate how you plan to package and label brands, including type of container and label process used and information contained on the label.

All Medigro packaging will be pharmaceutical grade and tamper-resistant, unappealing to children and compliant with local and state regulations. Extracted brand oil will be quarantined until testing results have been verified and the lot of oil released by QA standard operating procedures. Once QA sanctions the lot for packaging, products will be packaged and labeled in one process. The physical labeling process involves the label being printed and affixed to the brand containers. A label template will be formatted to meet the label content requirements established by the state of NY as described below.

The Quality Assurance Officer will be responsible for managing the packaging and labeling of all products. Harvester/processors, under the supervision of the Quality Assurance Officer, may assist in the packaging of product as needed if they have documented training for such.

Medigro addresses the plan for packaging and labeling in two sections: 1) Packaging: the first section addresses how we will meet packaging requirements set forth by NYSDOH and 2) Labeling: the second section addresses how we will meet the labeling requirements set forth in section 1004.11(k). Together, the plans ensure every product will be securely packaged, fit for patient use and accurately labeled.

Packaging material and packaging processes will prevent accidental consumption by children, prevent contamination, preserve product freshness, and give evidence of attempts at tampering.

Product packaging will be pharmaceutical grade and packaging will take place in a dedicated room known as the packaging room. The packaging room is required to be hepa filtered and under positive pressure to prevent unwanted airborne contaminants from entering the room. The packaging room will be cleaned prior to all packaging events.

Quality Assurance -Packaging materials

Capsule Packaging- Medigro will package oil filled capsules in light blocking pharmaceutical plastic containers with wall thickness of 4 mil or greater. The containers will be closed with child resistant caps.

Capsule Packing Process

All capsules will be packaged in the packaging and processing area as follows:

1. After receiving authorization from QA, the corresponding lot (or brand) will be transferred from quarantine secure storage to the packaging area.
2. The brand will be weighed and recorded via the state SSS prior to packaging. The packaging records will be retained as per state requirements
3. Once the brand is properly weighed, it will be dispensed into the capsules as per Medigro SOP.
 - Medigro SOP documents the capsule fill with digital pipettes to insure content uniformity of the capsules.
 - Capsules will be hard gelatin of hydroxypropylmethylcellulose (HPMC) in composition and sourced from an approved vendor.
 - The capsules are processed with Feton-fastlock encapsulation system which uniformly loads the capsules into the device, and opens the capsules for filling.
 - The capsules are filled with oil from the multitype digital pipette by the packaging agent and then the capsule caps are installed with the Feton-fastlock device.
 - The filled capsules are held in bulk until the encapsulation process is finished
4. Once the capsule are filled and sealed they will be placed in approved bottles for a 30 day supply with child-proof closures and sealed with a shrink-wrap plastic band. The band makes the package tamper resistant in that the seal must be broken to open the container
5. The Production manager will receive the labels printed by QA, double checking that the required content is on the label. The production manager and staff will then affix the labels to the appropriate containers.
6. The finished products will then be transferred to and stored in the secure storage area to await distribution.

Sublingual Liquid Packaging

1. After receiving authorization from QA, the corresponding lot (or brand) will be transferred from quarantine secure storage to the packaging area.
2. The brand will be weighed and recorded via the state SSS prior to packaging. The packaging records will be retained as per state requirements.
3. Sublingual liquid packaging will be conducted in accordance with Medigro SOP, which insures the brand will be consistent and safe. Each vial will be weighed and tagged prior to filling, the vials will be filled and the weight will be documented by the SSS as required by the state. The sublingual liquid vials

will be filled with a 30 day supply as per pharmacist direction for that particular brand being packaged.

4. Once the vials have been filled the VP7 spray pump nozzle top and child proof closures will be affixed. The finished product will be sealed with a shrink-wrap plastic band. The band makes the package tamper resistant in that the seal must be broken to open the container.
5. The Production manager will receive the labels printed by QA, double checking that the required content is on the label. The Quality Assurance Officer and staff will then affix the labels to the appropriate containers.
6. The finished products will then be transferred to, and stored in, the finished product secure storage area to await distribution.

Oil for Vaporization Packaging

CO2 oil extract is packaged according to Medigro SOP in sealed vaporizer pen cartridges or a sterile plastic syringe, to address refillable vaporizing devices, capped with tip cap. Packaging oil extracts in a syringe allows the patient to recharge their vaporizing delivery device to minimize waste and cost associated with disposable cartridges while maintaining accurate dosing. The syringes come vacuum-sealed by the manufacturer and do not function as hypodermic devices.

1. After receiving authorization from QA, the corresponding lot (or brand) will be transferred from quarantine secure storage to the packaging area.
2. The brand will be weighed and recorded via the state SSS prior to packaging. The packaging records will be retained as per state requirements.
3. Empty vape pen cartridge will be filled by digital pipette and the weight of each cartridge fill recorded by the SSS.
4. The cartridge will then be sealed and placed into a bulk container until all the filling is complete.
5. Once complete the cartridges are placed into a child-resistant pharmaceutical foil pouch then heat sealed and labeled. The pouch is placed into a child-resistant resealable pharmaceutical container, labeled with the same label, and then placed in secure storage until distribution.
6. Syringes for patient recharging of vape pens will be conducted in the same manner as the cartridges.

Labeling

Label control will be a function of QA and implemented as per Medigro SOP. The packaging and labeling process can begin only after internal test results verify that

the products meet section 1004.11 (k) state requirements regarding label content. Labels will be distinct between brands to avoid patient confusion and enhance patient compliance.

- 1- QA will be informed of the product and quantity of labels required for production
- 2- QA verifies the artwork and layout is the current label revision
- 3- QA prints the labels and delivers them to production
- 4- Production verifies all fields are correct and correct lot identifier is used
- 5- Production affixes the labels to the products
- 6- Production and QA then reconcile the number of labeled products and number of labels printed and any leftover labels. If the labels don't reconcile an investigation is conducted immediately to determine the cause of the mis-reconciliation and a corrective action investigation is launched if needed
- 7- QA destroys any excess labels if needed

Label Content

Labels will contain the following information:

- (1) the name, address and registration number of the registered organization;
- (2) the medical marihuana product form and brand designation;
- (3) the single dose THC and CBD content for the product set forth in milligrams (mg);
- (4) the medical marihuana product lot unique identifier (lot number or bar code);
- (5) the quantity included in the package;
- (6) the date packaged;
- (7) the date of expiration of the product;
- (8) the proper storage conditions;
- (9) language stating: (i) "Medical marihuana products must be kept in the original container in which they were dispensed and removed from the original container only when ready for use by the certified patient"; (ii) "Keep secured at all times"; (iii) "May not be resold or transferred to another

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

Testing – Laboratory Selection

Medigro will enter into an agreement for testing of medical cannabis after selecting a testing laboratory based on the following criteria –

- The laboratory must be approved by the NYSDOH for the testing of medical cannabis. This will ensure the laboratory is independent of any financial interest in the cannabis industry and has a staff with education and experience sufficient for reliable and accurate testing. The laboratory must conform to GLP (Good Laboratory Practices).
- Until medical cannabis testing laboratories have been established the Wadsworth Center will conduct official testing.
- The Quality Assurance Officer or suitable alternative will visit to physically evaluate the laboratory operations.
- Medigro will ensure the laboratory uses gas chromatography coupled with mass spectrometry (GC-MS) for residue testing and high performance liquid chromatography (HPLC) or better for cannabinoid testing. Microbial contamination will be tested by plating and counting colony forming units.
- Medigro will evaluate laboratories by sending replicated blind samples and evaluate precision (minimal standard deviation between samples from the same laboratory) and accuracy (consistent with results between laboratories).
- The laboratory must agree to hold records for a minimum of five years.

Testing - Procedure

Medigro will sample finished products as per NYS 1004.11 (l) which states a predetermined number of samples will be submitted to the state approved laboratory. Reference samples will be retained and stored in secure storage. These samples will be large enough for three additional tests.

Testing - Types

Medigro will conduct in house testing to verify plant cannabinoid profiles. In-house testing will also be conducted for R&D for further brand development as well as for mass balance to improve extraction efficiency. In house testing will be conducted by traditional HPLC methods for the following cannabinoids but may not be limited to the following list.

- a. Tetrahydrocannabinol (THC)
- b. Tetrahydrocannabinol acid (THCA)
- c. Tetrahydrocannabivarin (THCV)
- d. Cannabidiol (CBD)
- e. Cannabinadiolic acid (CBDA)
- f. Cannabidivarin (CBDV)
- g. Cannabinol (CBN)
- h. Cannabigerol (CBG)
- i. Cannabichromene (CBC)
- j. Any other cannabinoid component at > 0.1%

Medigro will request the following tests (but not limited to) from its state approved testing laboratory partner(s):

Cannabinoid concentration:

- k. Tetrahydrocannabinol (THC)
- l. Tetrahydrocannabinol acid (THCA)
- m. Tetrahydrocannabivarin (THCV)
- n. Cannabidiol (CBD)
- o. Cannabinadiolic acid (CBDA)
- p. Cannabidivarin (CBDV)
- q. Cannabinol (CBN)
- r. Cannabigerol (CBG)
- s. Cannabichromene (CBC)

- t. Any other cannabinoid component at > 0.1%
- Microbiological contamination as listed in NYCRR 1004.14(g)
- Pesticide active ingredient residues
- Residual solvents
- Mycotoxins as listed in 1004.14(g)
- Metals as listed in NYCRR 1004.14(g)

Post-Testing Procedures

NYSDOH requires the testing laboratory to electronically file test results with the Department of Health and Medigro will use these results to determine if a batch is suitable for distribution and sale.

If the results pass the product will be released by the SSS with oversight from the QA officer and they will forward complete test results to the dispensary (or dispensaries) who will receive the product.

If the results do not pass pesticide residue standards the entire batch will be destroyed as described in Schedule 4 Section K. Since no product is shipped pre-test no product recall will be necessary.

A test that does not meet standards is a serious concern to Medigro and will result in an Out of Specification (OOS) investigation by the QA. The management of the responsible facility will get together to evaluate the test results and generate recommendations for any necessary changes no more than one week after receiving the test results. The Director of the facility will review the OOS investigation report created by this team, including proposed changes to operating procedures and will require implementation of procedures which will reduce the risk of further failures to meet standards. Medigro will minimize the risk of a recall of medical cannabis products by practicing sound production and manufacturing practices. However, no system can eliminate all risk. Therefore, Medigro has developed a recall and trackback program in the event a recall is needed.

Recordkeeping

All products will be tracked through the SSS from propagation to production to harvesting; from harvesting through processing and packaging of products through to sale to a dispensary. A unique identifier is assigned to all plants of a cultivar

(‘strain’) of cannabis at the time of planting. Each plant within the batch has a unique serial number. The identifier follows the plant through production to harvest. The identifier and the associated serial numbers are linked to any products produced from the harvested material.

During the course of production the Head Grower and Assistant Growers record all cultivation practices in the SSS. These records are maintained indefinitely (a minimum of five years) in the SSS and hardcopy.

At harvest the plants constituting a brand will be processed together as a lot in the extraction process. The Quality Assurance Officer records weights, times of drying, etc. which are also recorded and maintained in the SSS.

Regardless of product form (capsules, oral mucosal liquid, or oil for vaporization) the batch data include the date of manufacture. The inventory system then uses a first-in, first-out (FIFO) procedure to make sure inventory is refreshed.



RETURNS, COMPLAINTS, ADVERSE EVENTS AND RECALLS

Medigro will establish policies and procedures to document and investigate approved medical marijuana product returns, complaints and adverse events, and provide for rapid voluntary or involuntary recalls of any lot of medical marijuana product.

Such policies and procedures include a plan for any retesting of returned approved medical marijuana products, storage and disposal of marijuana and any manufactured medical marijuana products not passing requirements, and a requirement that adverse events and total recalls are reported to the department within twenty-four hours of their occurrence.

Specifically, a “Complaint” simply designates, that something is wrong or not good enough. Generally in the pharmaceutical industry, complaints are regarding the quality of drug product. A complaint shows customer dissatisfaction about a product and consequently, about a company. There are three types of complaints: -
1. Quality complaints: Originate at consumer level and concern with physical, chemical and biological properties or condition of labeling and /or packaging of the product.
2. Adverse reaction complaints: Due to allergic reactions of any other untoward reaction or fatal reaction or near fatal reaction.
3. Other medically related complaints: Include complaints such as lack of efficacy or clinical response.
Medigro will establish a "Complaint Data Sheet" to determine the type of complaint and then apply its guidelines for handling complaints.

Steps Involved in Handling of Complaints

Step 1: Receiving Complaints. It is important to have open channels with customers in order to receive their suggestions, doubts and complaints. Generally, these channels are toll-free numbers, e-mails, chat-rooms and P.O. boxes. Whatever the channel, it is necessary to have a person in charge of receiving the

complaints and in putting them into an appropriate investigation form that shall be addressed to the Director of Production and Quality Control (QC) for investigation.

Step 2: Technical Investigation. Upon receipt of the investigation form, the QC unit is able to start the investigation, which can be divided in two phases: documentation-based and laboratory analysis based investigation - Consists of checking if this complaint occurred previously in the same lot or if any nonconformance was found in the lot during its production that could explain the complaint. The primary documentation to be reviewed in this step consists of the complaint files and the batch records.

Adverse Event

If it is determined an Adverse event has occurred, the NYSDOH will be immediately (within 24 hours) notified and appropriate steps will be taken to ensure no further events occur.

Product Recall Process

A recall of any product(s) or product line(s) will be triggered with the occurrence of one of four situations: (1) a failed quality assurance test (2) a request by the DOH; (3) reports of a defective or potentially defective product or a product that could reasonably pose a risk of serious harm discovered by internal investigation or reports from customers; or (4) a decision by Medigro to replace existing products with improved products in an effort to promote public health and safety. Regardless of the reason for recall, the process is the same.

Dispensaries will have access to a contact line which is staffed seven days a week. In the event of a potential incident of product quality the procedure will be to notify the Director of Production and Quality Control immediately. They will be responsible for cascading the information within the organization to the appropriate parties and initiating recall procedures within 24 hours of notification.

The batch numbers of the product of concern will be tracked forward to all dispensaries that have received the product. The dispensaries will be immediately notified by both phone and e-mail to remove the product from sale and isolate it in inventory. A driver will recover the product from the dispensary and return it to the cultivation center as soon as possible, following standard transportation procedures for destruction (transportation and destruction procedures documented elsewhere).

At the same time, the QC officer will initiate a corrective action evaluation.

Replacement of Recalled Products

Medigro is committed to maintain safety stock in inventory of critical classes of products. This reduces the risk of a supply situation in the event of a recall. Dried medical cannabis has a known shelf life of at least a year without deterioration of quality when stored cool, dark and with limited exposure to oxygen (Fairbairn, J. W., Liebmann, J. A. and Rowan, M. G. (1976). Journal of Pharmacy and Pharmacology, 28: 1–7.). By maintaining a safety stock Medigro will be able to quickly replenish the brand supply stream in the event of a recall. Safety stock of properly packaged cannabis will be stored in the secure quarantine area. Safety stock will be rotated into production as it ages and will be replaced with new safety stock of the same cannabinoid profile.

Disposition of Returned or Recalled Products

Although a recall is expected to be a rare occurrence, a process is in place for processing of recalled products. If a product is recalled due to pesticide residue being out of tolerance or errors in testing, the rejected material will be clearly labeled as unusable and stored in secure storage until it can be disposed of as described below. Any material recalled for mycotoxin levels out of tolerance or errors in testing will also be destroyed as described below. Material recalled for microbial contamination or residual solvent out of tolerance or errors in testing will be retained for further purification and use in CO2 extracts which will be tested after processing per standard practices.

Returned or recalled material to be destroyed will be clearly labeled as unsaleable, isolated within dedicated storage containers and stored in secure storage until it can be destroyed as described below.

Waste disposal will be conducted as documented in the manufacturing section which documents the growing procedures and destruction of plant waste. In brief any returned or recall materials will be ground and shredded and mixed with the growing medium in which the plants were grown. The growing medium will be well in excess of 50% of the volume of the plant material. The mixture of ground plant residue and growing medium will be supplied to a professional composting company, for composting according to state regulations.



PRODUCT QUALITY ASSURANCE

Medigro will implement a stringent control system that will be put in place via: a point of sale/inventory tracking system; tools and form for accounting and verification; and tasks and processes that will ensure accountability at every stage through the product chain. A Quality Assurance Officer will oversee the organization's practices and procedures and who has documented training and experience in quality assurance and quality control procedures.

Medigro will conduct two types of product testing for quality testing. Each lot will be tested internally for cannabinoid profile before being released for finished product packaging. Each finished product lot will be tested by an outside laboratory approved by the Department of Health for quality assurance (contaminants and cannabinol content) prior to release for sale.

Medigro will purchase an industry management database system which will allow Medigro to strictly enforce the purchasing limits as established by the State of New York. In addition these purchasing limits will be communicated to each patient verbally during orientation and via the Patient Handbook. Also, employees will be educated on patients' purchasing limits and how to best communicate this to each patient and/or their caregiver. To best monitor the tracking of product to patients, Medigro will use the Seed to Sale Software (SSS) which will be automated to determine if a patient is allowed to make a purchase based upon their monthly limitation.

The SSS will be used to monitor the cannabis that is harvested and processed. This measure will incorporate the overseeing of harvesting by the Head Grower in collaboration with another manager at all times. Managerial and operational data will be acquired on different strains to determine efficiency and effectiveness of the operations being employed. In addition, this will allow management and DOH to conduct performance audits which should indicate if any fraud is taking place.

To ensure inventory control measures, a barcode system will be implemented for security and safety. This automated process will provide instant access of any product that has left the facility. The barcode system will be used for small items that have been packaged and are placed in a warehouse inventory area. To maintain freshness, extraction and finished product packaging will take place every week. These items will then be recorded in the database system and placed in a secured inventory room. When invoices are generated, each order will be packaged and placed in a sealed container such as a box or shipping envelope. These items will then be placed into a security storage bin with a barcode to track its location. During the entire process of packaging, there will be a minimum of two people who will be present to make certain that procedures are followed properly and to sign-off and witness that all is safe and secure. In addition, this activity will be video recorded to ensure Medigro and DOH that the process is secure.

Inventory will not leave the growing and processing facility without being bar-coded. When delivering to the dispensary Medigro will require that a minimum of two employees are present. In the dispensary, all products will be secured after hours in a vaulted safe behind locked doors. Inventory that is sold within the dispensary will be tracked through system which will automatically transfer information back to the database management system for patient consumption purposes.

There is only one point of access into each of the cultivating facilities which will be secured using four types of measures. These security measures include: physical, photographic, administrative and accounting. The structure will be secured physically in several ways. First, access to this facility will require passing through a 'man trap' entryway with a security office for oversight of all personnel entering. A state of the art security system will be utilized with a communication configuration notifying law enforcement official should a break-in or robbery occur. Finally, a storage vault will be installed to contain all inventories for security and quality purposes.

Second, the photographic system will be a digital surveillance system that is installed inside and outside the facility. It will incorporate the use of infrared security cameras with digital video recorders. This type of system is advanced and allows for the monitoring of both employees and undesirables with a record of all actions that are taking place day and night. Also, because this type of system is recordable it will allow Medigro and the DOH to view day-to-day operations of

employees with the knowledge that adequate measures are in place to secure the facility.

Third, an administrative surveillance system will incorporate an electronic access control security system. This system protects assets by allowing only authorized personnel into sensitive areas. Each authorized employee will have a personal code allowing them access into critically sensitive areas. Through the restriction of business access and the recording of employees' movement, another security management system will be instituted allowing for Medigro and DOH's additional oversight.

Quality control begins with sanitation during crop production in a controlled environment to prevent establishment of pests and diseases. The following are measures taken to maintain sanitation:

- Air inlets will be screened to prevent introduction of insects or mites
- Entries will have double doors to provide an airlock
- Floors will be concrete to allow for routine cleaning and disinfecting
- All foot traffic and equipment entering the greenhouse will pass through footbaths containing a quaternary ammonium disinfectant registered for greenhouse use by the US Environmental Protection Agency.
- Use of tobacco products will be prohibited on-site to minimize risk of spread of tobamoviruses, especially Sunn-hemp mosaic virus (SHMV)
- All personnel will change into fresh uniforms daily prior to entering the greenhouse
- Any person in contact with products must wear a hair restraint and a beard cover if facial hair (beard, mustache, goatee, etc.) is present.
- All jewelry must be removed with the exception of a plain wedding band. This includes all visible piercings, watches, bracelets and necklaces.
- All personnel will use disposable gloves when handling products and will change to fresh gloves when working with a different batch or if the gloves become torn or soiled.

To ensure the highest standards of quality control Medigro has researched other organizations currently in the dispensary industry. As it relates to purity, consistency and dose, Medigro will implement safety protocol measures similar to those of some of the larger medical marijuana dispensary organizations currently operating in California. These will ensure that its patients receive only the highest grade medicine available on the market.

In addition to sanitary agricultural practices Medigro will adhere to pharmaceutical level quality control during processing cannabis through packaging of extracted oil based finished products.

Harvested cannabis materials (flowers and leaves) will be weighed and placed on trays in a mobile rack system that houses several trays. The trays will be transported to the secure drying room where they await processing.

Each rack of trays will contain a lot identifier and be tracked by the seed to sale software (SSS). The harvested material will be allowed to air dry until such time where it is needed for further processing.

A representative sample will be taken for HPLC analysis to confirm the cannabinoid profile of the raw material. If the in-house testing confirms the proper profile the material it will proceed to decarboxylation and grinding. If the material does not meet the expected profile it may be held and combined with other raw materials of known profile to achieve the correct profile to insure brand consistency.

Once the material is scheduled for production the trays will be placed in the tray drying oven. This processing step known as decarboxylation converts the cannabinoid acids to neutral cannabinoids, ie. THCA is converted to THC. The oven settings will be as per brand requirements such as 125 degrees C for 30 minutes or 105 degrees C for 3 hours.

The decarboxylated material will be weighed and recorded in the SSS and then passed to the grinding room. The materials will be passed through the grinder, to achieve a uniform reproducible particle size of 2-3 mm. The ground cannabis is collected in a bulk container and weight recorded in the SSS.

The ground material is ready for extraction. Extractions will be processed by CO2 extraction in a subcritical or supercritical process depending on the desired brand. The material will be weighed and recorded and placed into the extraction vessel. The 20L extraction system will contain approximately 10-12 lbs. per vessel.

The extractor will be loaded with the validated extraction method in the software and started. The collection vessels pressures will be checked by the operator to insure they are set as specified in the validated method.

Once the extraction has finished the collection vessels will be discharged and held in a bulk container until all the material identified as a specific lot has been processed.

The extracted lot is then suspended in USP grade ethyl alcohol in from about 1:5 ratio to 1:2 ratio and placed in a freezer at about -20 degrees C for a minimum of 12 hours. Once the materials have precipitated out of the solution it is filtered through a 20 micron membrane to remove the precipitated non-cannabinoid materials.

The resultant fluid containing the cannabinoids is the placed in a vacuum oven at approximately 65 degrees C at a vacuum of about 170 mBar until no condensate is observed leaving the oven to remove the alcohol. Once the alcohol is removed the vacuum and temperature can be gradually released. The cannabis oil is then weighed and recorded in the SSS, a sample removed and tested for cannabinoid profile. The cannabis oil is then transferred to the secure quarantine storage area where it will remain until released by QA for packaging.

Quality Assurance – Packaging and Labeling

1. manufacturing requirements for approved medical marihuana products (1004.11) mandate how you plan to package and label brands, including type of container and label process used and information contained on the label.

All Medigro packaging will be pharmaceutical grade and tamper-resistant, unappealing to children and compliant with local and state regulations. Extracted brand oil will be quarantined until testing results have been verified and the lot of oil released by QA standard operating procedures. Once QA sanctions the lot for packaging, products will be packaged and labeled in one process. The physical labeling process involves the label being printed and affixed to the brand containers. A label template will be formatted to meet the label content requirements established by the state of NY as described below.

The Quality Assurance Officer will be responsible for managing the packaging and labeling of all products. Harvester/processors, under the supervision of the Quality Assurance Officer, may assist in the packaging of product as needed if they have documented training for such.

Medigro addresses the plan for packaging and labeling in two sections: 1) Packaging: the first section addresses how we will meet packaging requirements

set forth by NYSDOH and 2) Labeling: the second section addresses how we will meet the labeling requirements set forth in section 1004.11(k). Together, the plans ensure every product will be securely packaged, fit for patient use and accurately labeled.

Packaging

Packaging material and packaging processes will prevent accidental consumption by children, prevent contamination, preserve product freshness, and give evidence of attempts at tampering.

Product packaging will be pharmaceutical grade and packaging will take place in a dedicated room known as the packaging room. The packaging room is required to be hepa filtered and under positive pressure to prevent unwanted airborne contaminants from entering the room. The packaging room will be cleaned prior to all packaging events.

Operational Policies

All medical cannabis products will be tested by a state-authorized testing lab prior to product release. Testing results will be entered into the state seed to sale software (SSS).

Product handling will follow the detailed SOPs outlined in the SOP manual. In brief:

- A master cleaning schedule will be established for the packaging room and all equipment with appropriate cleaning protocols for all equipment
- Packaging records will be documented as per Medigro SOP.
- Quality by design (QBD) based operations will be developed addressing harvest-to-packaging handling to insure product quality and consistency.
- Packaging staff will be required to have an up-to-date training as per Medigro SOP.
- All packaging employees must wear clean, non-latex gloves.
- Any employee or visitor to the production area must wear, at a minimum, a hair cover as well as a beard cover if necessary. Visitors are not permitted into the packaging room after it has been cleaned for use or during packaging.
- Packaging employees must not wear jewelry (with the exception of a plain wedding band), false eyelashes, false fingernails or excessive perfume
- Packaging employees will change into a clean uniform at the start of each packaging campaign and will change to a clean uniform if needed

- Hands must be washed as frequently as necessary to ensure hygienic conditions
- Any packaging employee who has an illness, sore, open wound or other potential source of microbial contamination will be prohibited from working in the packaging area until the condition has been resolved.

Packaging materials

Capsule Packaging- Medigro will package oil filled capsules in light blocking pharmaceutical plastic containers with wall thickness of 4 mil or greater. The containers will be closed with child resistant caps.

Capsule Packing Process

All capsules will be packaged in the packaging and processing area as follows:

1. After receiving authorization from QA, the corresponding lot (or brand) will be transferred from quarantine secure storage to the packaging area.
2. The brand will be weighed and recorded via the state SSS prior to packaging. The packaging records will be retained as per state requirements
3. Once the brand is properly weighed, it will be dispensed into the capsules as per Medigro SOP.
 - Medigro SOP documents the capsule fill with digital pipettes to insure content uniformity of the capsules.
 - Capsules will be hard gelatin of hydroxypropylmethylcellulose (HPMC) in composition and sourced from an approved vendor.
 - The capsules are processed with Feton-fastlock encapsulation system which uniformly loads the capsules into the device, and opens the capsules for filling.
 - The capsules are filled with oil from the multitip digital pipette by the packaging agent and then the capsule caps are installed with the Feton-fastlock device.
 - The filled capsules are held in bulk until the encapsulation process is finished
4. Once the capsule are filled and sealed they will be placed in approved bottles for a 30 day supply with child-proof closures and sealed with a shrink-wrap plastic band. The band makes the package tamper resistant in that the seal must be broken to open the container

5. The Production manager will receive the labels printed by QA, double checking that the required content is on the label. The production manager and staff will then affix the labels to the appropriate containers.
6. The finished products will then be transferred to and stored in the secure storage area to await distribution.

Sublingual Liquid Packaging

1. After receiving authorization from QA, the corresponding lot (or brand) will be transferred from quarantine secure storage to the packaging area.
2. The brand will be weighed and recorded via the state SSS prior to packaging. The packaging records will be retained as per state requirements.
3. Sublingual liquid packaging will be conducted in accordance with Medigro SOP, which insures the brand will be consistent and safe. Each vial will be weighed and tagged prior to filling, the vials will be filled and the weight will be documented by the SSS as required by the state. The sublingual liquid vials will be filled with a 30 day supply as per pharmacist direction for that particular brand being packaged.
4. Once the vials have been filled the VP7 spray pump nozzle top and child proof closures will be affixed. The finished product will be sealed with a shrink-wrap plastic band. The band makes the package tamper resistant in that the seal must be broken to open the container.
5. The Production manager will receive the labels printed by QA, double checking that the required content is on the label. The Quality Assurance Officer and staff will then affix the labels to the appropriate containers.
6. The finished products will then be transferred to, and stored in, the finished product secure storage area to await distribution.

Oil for Vaporization Packaging

CO2 oil extract is packaged according to Medigro SOP in sealed vaporizer pen cartridges or a sterile plastic syringe, to address refillable vaporizing devices, capped with tip cap. Packaging oil extracts in a syringe allows the patient to recharge their vaporizing delivery device to minimize waste and cost associated with disposable cartridges while maintaining accurate dosing. The syringes come vacuum-sealed by the manufacturer and do not function as hypodermic devices.

1. After receiving authorization from QA, the corresponding lot (or brand) will be transferred from quarantine secure storage to the packaging area.

2. The brand will be weighed and recorded via the state SSS prior to packaging. The packaging records will be retained as per state requirements.
3. Empty vape pen cartridge will be filled by digital pipette and the weight of each cartridge fill recorded by the SSS.
4. The cartridge will then be sealed and placed into a bulk container until all the filling is complete.
5. Once complete the cartridges are placed into a child-resistant pharmaceutical foil pouch then heat sealed and labeled. The pouch is placed into a child-resistant resealable pharmaceutical container, labeled with the same label, and then placed in secure storage until distribution.
6. Syringes for patient recharging of vape pens will be conducted in the same manner as the cartridges.

Labeling

Label control will be a function of QA and implemented as per Medigro SOP. The packaging and labeling process can begin only after internal test results verify that the products meet section 1004.11 (k) state requirements regarding label content. Labels will be distinct between brands to avoid patient confusion and enhance patient compliance.

- 1- QA will be informed of the product and quantity of labels required for production
- 2- QA verifies the artwork and layout is the current label revision
- 3- QA prints the labels and delivers them to production
- 4- Production verifies all fields are correct and correct lot identifier is used
- 5- Production affixes the labels to the products
- 6- Production and QA then reconcile the number of labeled products and number of labels printed and any leftover labels. If the labels don't reconcile an investigation is conducted immediately to determine the cause of the mis-reconciliation and a corrective action investigation is launched if needed
- 7- QA destroys any excess labels if needed

Label Content

Labels will contain the following information:

- (1) the name, address and registration number of the registered organization;
- (2) the medical marihuana product form and brand designation;

- (3) the single dose THC and CBD content for the product set forth in milligrams (mg);
- (4) the medical marihuana product lot unique identifier (lot number or bar code);
- (5) the quantity included in the package;
- (6) the date packaged;
- (7) the date of expiration of the product;
- (8) the proper storage conditions;
- (9) language stating: (i) “Medical marihuana products must be kept in the original container in which they were dispensed and removed from the original container only when ready for use by the certified patient”; (ii) “Keep secured at all times”; (iii) “May not be resold or transferred to another person”; (iv) “This product might impair the ability to drive”; (v) “KEEP THIS PRODUCT AWAY FROM CHILDREN (unless medical marihuana product is being given to the child under a practitioner’s care)”; and (vi) “This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant’s pediatrician.”

Testing – Laboratory Selection

Medigro will enter into an agreement for testing of medical cannabis after selecting a testing laboratory based on the following criteria:

- The laboratory must be approved by the NYSDOH for the testing of medical cannabis. This will ensure the laboratory is independent of any financial interest in the cannabis industry and has a staff with education and experience sufficient for reliable and accurate testing. The laboratory must conform to GLP (Good Laboratory Practices).
- Until medical cannabis testing laboratories have been established the Wadsworth Center will conduct official testing.
- The Quality Assurance Officer or suitable alternative will visit to physically evaluate the laboratory operations.
- Medigro will ensure the laboratory uses gas chromatography coupled with mass spectrometry (GC-MS) for residue testing and high performance liquid chromatography (HPLC) or better for cannabinoid testing. Microbial contamination will be tested by plating and counting colony forming units.

- Medigro will evaluate laboratories by sending replicated blind samples and evaluate precision (minimal standard deviation between samples from the same laboratory) and accuracy (consistent with results between laboratories).
- The laboratory must agree to hold records for a minimum of five years.

Testing - Procedure

Medigro will sample finished products as per NYCRR 1004.11 (l) which states a predetermined number of samples will be submitted to the state approved laboratory. Reference samples will be retained and stored in secure storage. These samples will be large enough for three additional tests.

Testing - Types

Medigro will conduct in house testing to verify plant cannabinoid profiles. In-house testing will also be conducted for R&D for further brand development as well as for mass balance to improve extraction efficiency. In house testing will be conducted by traditional HPLC methods for the following cannabinoids but may not be limited to the following list.

- a. Tetrahydrocannabinol (THC)
- b. Tetrahydrocannabinol acid (THCA)
- c. Tetrahydrocannabivarin (THCV)
- d. Cannabidiol (CBD)
- e. Cannabinadiolic acid (CBDA)
- f. Cannabidivarin (CBDV)
- g. Cannabinol (CBN)
- h. Cannabigerol (CBG)
- i. Cannabichromene (CBC)
- j. Any other cannabinoid component at > 0.1%

Medigro will request the following tests (but not limited to) from its state approved testing laboratory partner(s):

Cannabinoid concentration:

- k. Tetrahydrocannabinol (THC)
- l. Tetrahydrocannabinol acid (THCA)

- m. Tetrahydrocannabivarin (THCV)
- n. Cannabidiol (CBD)
- o. Cannabinadiolic acid (CBDA)
- p. Cannabidivarin (CBDV)
- q. Cannabinol (CBN)
- r. Cannabigerol (CBG)
- s. Cannabichromene (CBC)
- t. Any other cannabinoid component at > 0.1%

Microbiological contamination as listed in NYCRR 1004.14(g)

Pesticide active ingredient residues

Residual solvents

Mycotoxins as listed in NYCRR 1004.14(g)

Metals as listed in NYCRR 1004.14(g)

Post-Testing Procedures

NYSDOH requires the testing laboratory to electronically file test results with the Department of Health and Medigro will use these results to determine if a batch is suitable for distribution and sale.

If the results pass the product will be released by the SSS with oversight from QA and they will forward complete test results to the dispensary (or dispensaries) who will receive the product.

If the results do not pass pesticide residue standards the entire batch will be destroyed as described in the Quality Assurance Disposal Plan – See Section 7. Since no product is shipped pre-test no product recall will be necessary.

A test that does not meet standards is a serious concern to Medigro and will result in an Out of Specification (OOS) investigation by the QA. The management of the responsible facility will get together to evaluate the test results and generate recommendations for any necessary changes no more than one week after receiving the test results. The Director of the facility will review the OOS investigation report created by this team, including proposed changes to operating procedures and will require implementation of procedures which will reduce the risk of further failures to meet standards. Medigro will minimize the risk of a recall of medical cannabis products by practicing sound production and manufacturing

practices. However, no system can eliminate all risk. Therefore, Medigro has developed a recall and traceback program in the event a recall is needed.

Recordkeeping

All products will be tracked through the SSS from propagation to production to harvesting; from harvesting through processing and packaging of products through to sale to a dispensary. A unique identifier is assigned to all plants of a cultivar ('strain') of cannabis at the time of planting. Each plant within the batch has a unique serial number. The identifier follows the plant through production to harvest. The identifier and the associated serial numbers are linked to any products produced from the harvested material.

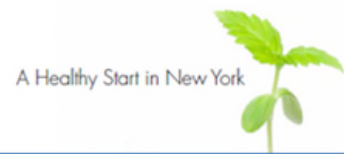
During the course of production the Head Grower and Assistant Growers record all cultivation practices in the SSS. These records are maintained indefinitely (a minimum of five years) in the SSS and hardcopy.

At harvest the plants constituting a brand will be processed together as a lot in the extraction process. The Quality Assurance Officer records weights, times of drying, etc. which are also recorded and maintained in the SSS.

Regardless of product form (capsules, oral mucosal liquid, or oil for vaporization) the batch data include the date of manufacture. The inventory system then uses a first-in, first-out (FIFO) procedure to make sure inventory is refreshed.

Sample Submission

Medigro will submit approved medical marihuana product samples to the department upon request, including for quality assurance testing or investigation of an adverse event. A subset of each lot of medical marihuana product shall be retained by Medigro to allow for testing in the future if requested by the department and shall be stored unopened as indicated on the label and in the original packaging. This subset of medical marihuana product will be readily identifiable as belonging to its specific lot. The quantity retained shall be a statistically representative number of samples to allow for complete testing of the product at least three times and shall be retained by Medigro for at least five years following the date of expiration.



RECORDKEEPING

Record keeping for Medigro will be of the utmost importance for security, distribution, inventory, and monitoring of product. Medigro will comply and exceed the government regulations and standards with respect to record keeping. The following outlines a detailed description of what activities Medigro will monitor with respect to record keeping and use of the state supplied seed to sale software (SSS):

- *Monitoring amount of medicinal marihuana at all stages of cultivation through finished product packaging

- *Tracking any materials designated as waste to be properly destroyed

- *Product quality issues resulting in corrective action

- *Tracking returned product by patients (must not be resold under any circumstances)

- *Transport of finished product to dispensaries

- *All dispensary activity from receipt of product, inventory management and sale to patient

Any patient product complaints or recalls and all patient and practioner medical records

- *Computerized accounting records

Medigro will purchase an industry management database system which will allow Medigro to strictly enforce the purchasing limits as established by the State of New York. In addition these purchasing limits will be communicated to each patient verbally during orientation and via the Patient Handbook. Also, employees will be educated on patients' purchasing limits and how to best

communicate this to each patient and/or their caregiver. To best monitor the tracking of product to patients, Medigro will use the Seed to Sale Software (SSS) which will be automated to determine if a patient is allowed to make a purchase based upon their monthly limitation.

The SSS will be used to monitor the cannabis that is harvested and processed. This measure will incorporate the overseeing of harvesting by the Head Grower in collaboration with another manager at all times. Managerial and operational data will be acquired on different strains to determine efficiency and effectiveness of the operations being employed. In addition, this will allow management and DOH to conduct performance audits which should indicate if any fraud is taking place.

To ensure inventory control measures, a barcode system will be implemented for security and safety. This automated process will provide instant access of any product that has left the facility. The barcode system will be used for small items that have been packaged and are placed in a warehouse inventory area. To maintain freshness, extraction and finished product packaging will take place every week. These items will then be recorded in the database system and placed in a secured inventory room. When invoices are generated, each order will be packaged and placed in a sealed container such as a box or shipping envelope. These items will then be placed into a security storage bin with a barcode to track its location. During the entire process of packaging, there will be a minimum of two people who will be present to make certain that procedures are followed properly and to sign-off and witness that all is safe and secure. In addition, this activity will be video recorded to ensure Medigro and DOH that the process is secure.

During the course of production the Head Grower and Assistant Growers record all cultivation practices in the SSS. These records are maintained indefinitely (a minimum of five years) in the SSS and hardcopy.

At harvest the plants constituting a brand will be processed together as a lot in the extraction process. The Production Manager records weights, times of drying, extraction processes, packaging, etc. which are also recorded and maintained in the SSS.

Regardless of product form (capsules, oral mucosal liquid, or oil for vaporization) the batch data include the date of manufacture. The inventory system then uses a first-in, first-out (FIFO) procedure to make sure inventory is refreshed.

Medigro will maintain records as required by article 33 of the public health law and according to DOH regulations for a period of five (5) years and make such records available to the department upon request. Such records shall include: documentation, including lot numbers where applicable, of all materials used in the manufacturing of the approved medical marihuana product to allow tracking of the materials including but not limited to soil, soil amendment, nutrients, hydroponic materials, fertilizers, growth promoters, pesticides, fungicides, and herbicides; cultivation, manufacturing, packaging and labeling production records; and laboratory testing results.



A Healthy Start in New York



ORGANIZATIONAL DOCUMENTS

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through June 2, 2015.

Selected Entity Name: MEDIGRO ORGANICS LLC

Selected Entity Status Information

Current Entity Name: MEDIGRO ORGANICS LLC

DOS ID #: 4552980

Initial DOS Filing Date: MARCH 28, 2014

County: ROCKLAND

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

WILSON ELSE MOSKOWITZ EDELMAN & DICKER LLP

ATTN: STACEY ROWLAND

677 BROADWAY-9TH FLOOR

ALBANY, NEW YORK, 12207

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 28, 2014	Actual	MEDIGRO ORGANICS LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) [New Search](#)

[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS](#)
[Homepage](#) | [Contact Us](#)

STATE OF NEW YORK
DEPARTMENT OF STATE

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



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on April 28, 2014.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

140328000583

New York State Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.ny.gov

(This form must be printed or typed in black ink)

ARTICLES OF ORGANIZATION OF

Medigro Organics LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: Medigro Organics LLC

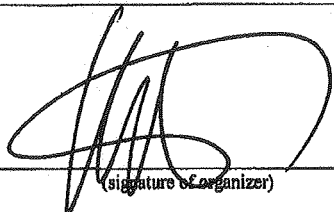
SECOND: The county within this state in which the office of the limited liability company is to be located is: Rockland

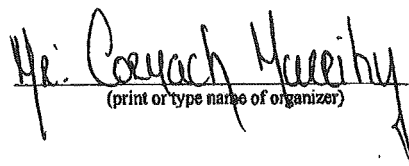
THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

Wilson Elser Moskowitz Edelman & Dicker LLP

Attn: Stacey Rowland, 677 Broadway - 9th Floor

Albany, NY 12207


(signature of organizer)


(print or type name of organizer)

683

ARTICLES OF ORGANIZATION
OF

Medigro Organics LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

Filed by: Alissa M. Yohey
(Name)
677 Broadway - 9th Floor
(Mailing address)
Albany, NY 12207
(City, State and ZIP code)

NOTE: This form was prepared by the New York State Department of State for filing articles of organization for a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$200 filing fee made payable to the Department of State.

RECEIVED
2014 MAR 28 PM 12:07

DOS-1336 (Rev. 2/12)

2014 MAR 28 PM 3:54

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 28 2014
TAXS
BY: JMS

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: MEDIGRO ORGANICS LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: ROCK

FILED: 03/28/2014 DURATION: ***** CASH#: 140328000623 FILM #: 140328000583
DOS ID: 4552980

FILER:

ALISSA M. YOHEY
677 BROADWAY-9TH FLOOR

EXIST DATE

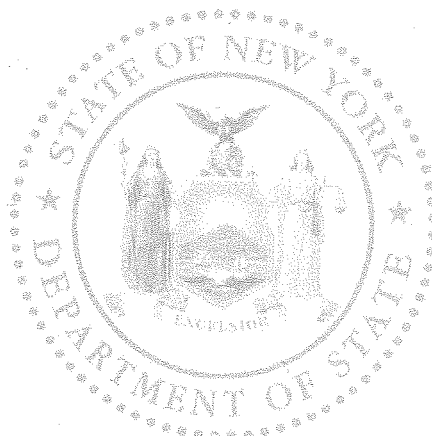
03/28/2014

ALBANY, NY 12207

ADDRESS FOR PROCESS:

WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP
ATTN: STACEY ROWLAND
ALBANY, NY 12207 677 BROADWAY-9TH FLOOR

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00 *

FEES	225.00
FILING	200.00
TAX	0.00
CERT	0.00
COPIES	0.00
HANDLING	25.00

PAYMENTS	225.00
CASH	0.00
CHECK	0.00
CHARGE	225.00
DRAWDOWN	0.00
OPAL	0.00
REFUND	0.00

DOS-1025 (04/2007)

FILING RECEIPT

=====

ENTITY NAME: MEDIGRO ORGANICS LLC

DOCUMENT TYPE: CERTIFICATE OF PUBLICATION (DOM LLC)

COUNTY: ROCK

=====

FILED:07/09/2014 DURATION:***** CASH#:140709000579 FILM #:140709000553

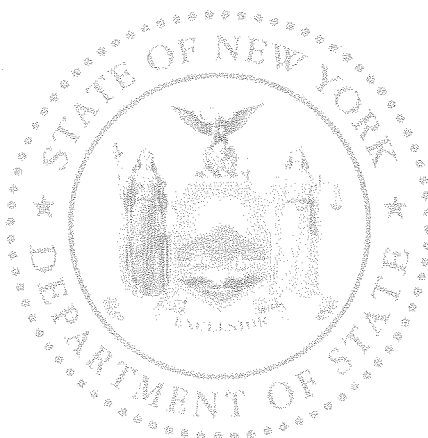
FILER:

ALISSA M YAHOEY
677 BROADWAY 9TH FLOOR

ALBANY, NY 12207

ADDRESS FOR PROCESS:

REGISTERED AGENT:



=====

SERVICE COMPANY: WILSON, ELSEY, MOSKOWITZ, EDELMAN & DI SERVICE CODE: 5A

FEE	50.00

FILING	50.00
TAX	0.00
CERT	0.00
COPIES	0.00
HANDLING	0.00

PAYMENTS	50.00

CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	50.00
OPAL	0.00
REFUND	0.00

=====

DOS-1025 (04/2007)

Date of this notice: 06-05-2014

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 B

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

MEDIGRO ORGANICS LLC
% VE ASSOCIATES LLC MBR
317 S LITTLE TOR RD
NEW CITY, NY 10956

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

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

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

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

Form 1065

04/15/2015

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

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

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

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

July 7, 2014

Alissa Yohey
518.449.8893 (direct)
Alissa.Yohey@wilsonelser.com

DRAWDOWN ACCOUNT #5A

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza
99 Washington Avenue
Albany, NY 12210

Re: Medigro Organics LLC

Dear Sir/Madam:

In response to the enclosed letter, please find enclosed herein for filing a Certificate of Publication for Medigro Organics LLC, along with a copy of one of the newspaper affidavits and the original of the second newspaper affidavits. We never received the original documents submitted for filing on June 17, which is why I am only able to include a copy of the newspaper affidavit included with the June 17 filing.

Please note that we did not see any bracketed material in either the Certificate of Publication (which is the DOS form) or the newspaper affidavits.

Please draw down account number 5A for this transaction. Thank you for your assistance in this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely yours,

Wilson Elser Moskowitz Edelman & Dicker LLP



Alissa M. Yohey

Enclosure

677 Broadway • Albany, NY 12207-2996 • p 518.449.8893 • f 518.449.8927

Albany • Baltimore • Boston • Chicago • Connecticut • Dallas • Denver • Garden City • Houston • Las Vegas • London • Los Angeles • Louisville • McLean
Miami • New Jersey • New York • Orlando • Philadelphia • San Diego • San Francisco • Washington, DC • West Palm Beach • White Plains
Affiliates: Berlin • Cologne • Frankfurt • Munich • Paris

wilsonelser.com

1087398v.1



STATE OF NEW YORK
DEPARTMENT OF STATE
One Commerce Plaza, 99 Washington Avenue
ALBANY, NY 12231-0001

Andrew M. Cuomo
Governor

Cesar A. Perales
Secretary of State

June 25, 2014

WILSON, ELSEER, MOSKOWITZ, EDELMAN & DICKER LLP
677 BROADWAY - 9TH FLOOR
ALBANY, NY 12207

Fax: 518-449-8927

RE: Certificate Of Publication of MEDIGRO ORGANICS LLC

Dear Sir/Madam:

Thank you for your recent submission. The enclosed document(s) has been reviewed pursuant to the appropriate statutes. We regret we have not been able to file this document(s) and it is being returned to you for the following reasons:

The Limited Liability Company Law has been amended regarding the publication requirements. Effective June 1, 2006, all Affidavits of Publication submitted to the Department of State for filing must include a Certificate of Publication. The Limited Liability Company Law now provides for a specific format for affidavits of publication. The two affidavits of publication of the newspapers must be attached to the Certificate of Publication. You are referred to the New York State Senate's website at www.senate.state.ny.us for review of the law. Samples of an Affidavit and the Certificate of Publication are attached for your reference.

Please note the following:

1. An Affidavit of Publication must not include the actual clipping of the newspaper publication. A photocopy of the newspaper clipping may be attached to the Affidavit of Publication if it is of sufficient size and otherwise suitable for microfilming or other imaging technology. Please note that the applicable statutes do not require the actual clipping of the newspaper publication to be attached to the Affidavit of Publication. The statutes only require that the text of the publication be in or annexed to the Affidavit of Publication.

2. The Department recommends that newspapers print the text of the publication on white paper to be attached to the Affidavit of Publication or include the text of the publication in the Affidavit of Publication.

3. Small font size is not permitted. The Department recommends that a font size of 10 or larger be used.

4. The Affidavit of Publication and attached copy of the publication, if applicable, must be on 8.5 x 11 paper.

5. An Affidavit of Publication may include only one copy of the text of the publication. The applicable statutes do not require a copy of each week's publication.

The fee for filing a Certificate of Publication along with the two Affidavits of Publication is \$50.

The bracketed material must be deleted.

Please return a copy of this letter with your re-submission to facilitate the processing of your certificate(s).

Sincerely,

Tracy
Division of Corporations
(518) 486-5112

140620001004

CERTIFICATE OF PUBLICATION
OF

Medigro Organics LLC

(Name of Domestic Limited Liability Company)

Under Section 206 of the Limited Liability Company Law

The undersigned is the *(Check appropriate box)* ☐ Member ☐ Manager ☒ Authorized Person
of Medigro Organics LLC

(Name of Domestic Limited Liability Company)

If the name of the limited liability company has changed, the name under which it was
organized is: Medigro Organics LLC

The articles of organization were filed by the Department of State on: March 28, 2014

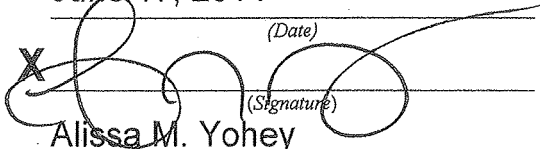
The published notices described in the annexed affidavits of publication contain all of the
information required by Section 206 of the Limited Liability Company Law.

The newspapers described in such affidavits of publication satisfy the requirements set forth in
the Limited Liability Company Law and the designation made by the county clerk.

I certify the foregoing statements to be true under penalties of perjury.

June 17, 2014

(Date)

X 

(Signature)

Alissa M. Yohey

(Type or Print Name)

The Journal News

AFFIDAVIT OF PUBLICATION

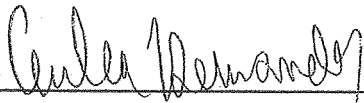
Under Section 206 of the Limited Liability Company Law

State of New York,

County of Westchester, ss.:

The undersigned is the publisher of **THE JOURNAL NEWS**, a daily newspaper published in White Plains, New York. A notice regarding **Medigro Organics LLC**. was published in said newspaper once in each week for 6 successive weeks, commencing on **04/19/2014** and ending on **05/24/2014**. The text of the notice as published in said newspaper is as set forth in the annexed exhibit. This newspaper has been designated by the Clerk of the following county for this purpose:

Rockland



Signature


CECILIA HERNANDEZ

Printed Name (Authorized designee of Janet Hasson, Publisher of THE JOURNAL NEWS)

Subscribed and sworn to before me,

This 2nd day of June 20 14

Notary Signature


LOLA M. HALL
Notary Public, State of New York
No. 01HA6112693
Qualified in Westchester County
Commission Expires July 6, 2016

Notary Public Stamp

AD# 3574715

ACCOUNT#:

Ad Number	Start Date	End Date
3574715	4/19/2014	05/24/2014

Ad Text:

Notice of Formation of Medigro Organics LLC. Arts of Org. filed with Secy of State of NY (SSNY) on 03/28/2014. Office location: Rockland County. Princ. office of LLC: 317 South Little Tor Road, New City, NY 10956. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to the LLC at the addr. of its princ. Office. Purpose: Any lawful activity.

Run dates: 04/19, 04/26, 05/03, 05/10, 05/17, 05/24

ROCKLAND COUNTY TIMES

Rockland's Official Newspaper Since 1888

Published by Citizen Publishing Corporation

Offices: 119 Main Street (2nd Floor) • Nanuet, NY 10954-2882 • Tel (845) 627-1414 • Fax (845) 627-1411

(Ref. No.: 20128)

AFFIDAVIT OF PUBLICATION

Under Section 206 of the Limited Liability Company Law

STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

The undersigned is the Publisher of the **ROCKLAND COUNTY TIMES**, a weekly newspaper published in the Town of Clarkstown, County of Rockland, State of New York. A notice regarding **Medigro Organics LLC** was published in said newspaper once in each week for six successive weeks, commencing on April 24, 2014 and ending on May 29, 2014. The text of the notice as published in said newspaper is as set forth herein. This newspaper has been designated by the Clerk of Rockland County for this purpose.

By:

Immaculate Formato

IMMACULATE FORMATO

Authorized Designee of Ken Herndon, Publisher
of the Rockland County Times

Sworn to before me this

29th day of May 2014

Donna Lee Miele

NOTARY PUBLIC, STATE OF NEW YORK

DONNA LEE MIELE

Notary Public, State of New York

No. 02MI6059754

Qualified in Rockland County

Commission Expires June 4, 2015

Notice of Formation of Medigro Organics LLC. Arts of Org. filed with Secy of State of NY (SSNY) on 03/28/2014. Office location: Rockland County. Princ. office of LLC: 317 South Little Tor Road, New City, NY 10956. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to the LLC at the addr. of its princ. Office. Purpose: Any lawful activity.

CERTIFICATE OF PUBLICATION
OF

Medigro Organics LLC

(Name of Domestic Limited Liability Company)

Under Section 206 of the Limited Liability Company Law

Filed by: Alissa M. Yohey

(Name)

677 Broadway - 9th Floor

(Mailing Address)

Albany, NY 12207

(City, State and ZIP Code)

DRAWDOWN ACCOUNT #5A

Note: This form was prepared by the New York State Department of State for filing a certificate of publication for a domestic limited liability company. You are not required to use this form. You may draft your own form or use forms available from legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. This certificate of publication, with the affidavits of publication of the newspapers annexed thereto, must be submitted with a \$50 filing fee payable to the Department of State.

(For office use only)

Attach this page after the affidavits of publication.

STATE OF NEW YORK

DEPARTMENT OF STATE

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



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on January 19, 2010.

A handwritten signature in dark ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

CSC 45
DRAW DOWN

ARTICLES OF ORGANIZATION

100119000

248

OF

VE ASSOCIATES, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is

VE ASSOCIATES, LLC

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

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

C/O MONTLBANO CONDON & FRANK
67 NORTH STREET
NEW CITY, NY 10956

MAILED

SEVENTH: The limited liability company is to be managed by (check appropriate box):

- ☐ 1 or more members
- ☐ A class or classes of members
- ☐ 1 or more managers
- ☐ A class or classes of managers

(signature)

Judith Ann Carkner, Organizer
(name and title)

100119000

248

ARTICLES OF ORGANIZATION

OF

VE ASSOCIATES, LLC

Under Section 203 of the Limited Liability Company Law

Filer: Brian Quinn
Montalbano, Condon & Frank, P.C.
67 North Main Street
New City, NY 10956-8070

11

ecust Ref# 254051AJC

DRAWDOWN

LLC

2010 JAN 19 AM 9:12

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED

JAN 19 2010

TAX \$

BY:

[Signature]

2010 JAN 19 AM 9:12
RECEIVED

268

RE: VE ASSOCIATES, LLC

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

STATEMENT OF RESIGNATION AND CONCLUDED PARTICIPATION

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

Dated: January 19, 2010

By: 

Judith Ann Carkner
Authorized Representative/
Authorized Person/Organizer

STATE OF NEW YORK
DEPARTMENT OF STATE

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



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on February 10, 2010.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

CSC 45
DRAW DOWN

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
Albany, NY 12231

10 02 09 000 878

**CERTIFICATE OF CORRECTION
OF**

ARTICLES OF ORGANIZATION

(Insert title of Articles or Certificate to be corrected)

OF

VE ASSOCIATES, LLC

(Insert name of Domestic Limited Liability Company)

Under Section 212 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: VE ASSOCIATES, LLC

SECOND: The date the document to be corrected was filed by the Department of State is:
01/19/2010

THIRD: The nature of the informality, error, incorrect statement or defect to be corrected is:
Spelling of the name MONTALBANO and the street address should have been
67 North Main Street in paragraph Third. Address was also wrong in the
filer information.

FOURTH: The provision in the document as corrected or eliminated or the proper execution is
as follows: THIRD: The Secretary of State is designated as the agent of the
company upon whom process against the company may be served, and the
address to which the Secretary of State shall mail a copy of any process
against the company served upon him is: c/o MONTALBANO CONDON & FRANK PC
67 North Main Street
New City, NY 10956

FILER:

BRIAN QUINN C/O MONTALBANO CONDON & FRANK PC
67 NORTH MAIN STREET
NEW CITY, NY 10956

X/S/ BRIAN QUINN

(Signature)

BRIAN QUINN

(Type or print name)

AUTHORIZED PERSON

(Title or capacity of signer)

DOS- 1365 (7/99)

100209000878

CSC 45
DRAW DOWN

CERTIFICATE OF CORRECTION
OF

10 02 09 000 878

ARTICLES OF ORGANIZATION
(Insert title of Articles or Certificate to be corrected)
OF

VE ASSOCIATES, LLC
(Insert name of Domestic Limited Liability Company)
Under Section 212 of the Limited Liability Company Law

Filed by: BRIAN QUINN c/o MONTALBANO CONDON & FRANK PC
(Name)

67 NORTH MAIN STREET
(Mailing address)

NEW CITY, NY 10956
(City, State and Zip code)

Cont cont 254051AJC

2010 FEB -9 PM 2:25

FILED

NOTE: This form was prepared by the New York State Department of State for filing a certificate of correction by a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$60 filing fee made payable to the Department of State.

(For office use only.)

1 cc
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 09 2010

TAX \$

BY: *ES*

2010 FEB -9 PM 1:04

RECEIVED

2010 FEB -8 AM 11:04

RECEIVED

545

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: VE ASSOCIATES, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: ROCK

FILED: 01/19/2010 DURATION: ***** CASH#: 100119000268 FILM #: 100119000248

FILER:

BRIAN QUINN
MONTALBANO CONDON & FRANK PC
67 NORTH MAIN STREET
NEW CITY, NY 10956-8070

EXIST DATE

01/19/2010

ADDRESS FOR PROCESS:

C/O MONTALBANO CONDON & FRANK
67 NORTH STREET
NEW CITY NY 10956

REGISTERED AGENT:



SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45

SERVICE CODE: 45 *

FEEs	260.00
FILING	200.00
TAX	0.00
CERT	0.00
COPIES	10.00
HANDLING	50.00

PAYMENTS	260.00
CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	260.00
OPAL	0.00
REFUND	0.00

254051AJC

DOS-1025 (04/2007)

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:57 PM 03/11/2014
FILED 03:57 PM 03/11/2014
SRV 140317139 - 5496538 FILE

CERTIFICATE OF FORMATION

OF

CED MANAGEMENT LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company is:

CED MANAGEMENT LLC

SECOND: Its registered office in the State of Delaware is to be located 1013 CENTRE ROAD, SUITE 403S, WILMINGTON, DE 19805, County of NEW CASTLE, and its registered agent at such address is BLUMBERGEXCELSIOR CORPORATE SERVICES, INC.

IN WITNESS WHEREOF, the undersigned, has duly executed this Certificate of Formation as of this 11TH day of March, 2014.


Trudi Winter, Organizer

APPLICATION FOR AUTHORITY
OF
CED MANAGEMENT LLC

Filed Pursuant to Section 802 of the Limited Liability Company Law

1. The name of the Limited Liability Company is:

CED MANAGEMENT LLC

2. The jurisdiction of the Limited Liability Company is: **Delaware** and the date of its organization is: **March 11, 2014**.

3. The county within this state in which the office of the Limited Liability company is to be located is: **Rockland**.

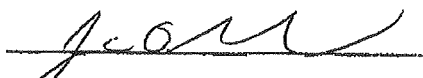
4. The Secretary of State is designated as agent of the Limited Liability Company upon whom process against it may be served. The post office address within this state to which the Secretary of State shall mail a copy of any process served against him or her is: **Donald S. Tracy, Esq., 317 Little Tor Road South, New City, NY 10956**.

5. The address of the office required to be maintained in the jurisdiction of its formation is **c/o BlumbergExcelsior Corporate Services Inc., 1013 Centre Road, Ste. 403S, Wilmington, DE 19805**.

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

7. The name and address of the authorized officer in the jurisdiction of its formation where a copy of its articles of organization is filed is: **SEC'T OF STATE OF DELAWARE, John G. Townsend Bldg., Dover, DE 19901**.

Dated: March 12, 2014


James O'Sullivan, Member

I. NYS Department of State

II. Division of Corporations

III. Entity Information

The information contained in this database is current through June 2, 2015.

Selected Entity Name: CED MANAGEMENT LLC

Selected Entity Status Information

Current Entity Name: CED MANAGEMENT LLC

DOS ID #: 4543966

Initial DOS Filing Date: MARCH 13, 2014

County: ROCKLAND

Jurisdiction: DELAWARE

Entity Type: FOREIGN LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

DONALD S. TRACY, ESQ.
317 LITTLE TOR ROAD SOUTH
NEW CITY, NEW YORK, 10956

Registered Agent

NONE



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: MEDIGRO ORGANICS, LLC

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

2. Name: David Schaible

3. Title: Director of Operations

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

Oversee Manufacturing facilities and staff. Work with Quality Assurance Officer and Principals to insure Medigro is functioning up to pharmaceutical standards.

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
SUNY Geneseo	Geneseo, NY	9/85	6/89	B.S. Biology	6/89
SUNY New Paltz	New Paltz, NY	9/94	5/95	M.A. Biology	5/95



Appendix A:

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

Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		



Appendix A:

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

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



Appendix A:

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

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	<input type="checkbox"/> open <input type="checkbox"/> closed <input type="checkbox"/> proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		



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: *David Schiller*

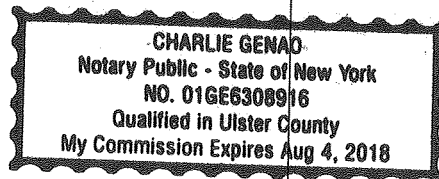
Date: *06/01/2015*

Notary Name: *Charlie Genao*

Notary Registration Number: *01GE6308916*

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: Medigro Organics LLC	
This is the name that was entered in Section A of the Application for Registration as a Registered Organization.	
2. Name: Cormach Murrihy	3. Title: Principal Member
4. Briefly describe the role of this person or entity in the proposed registered organization: Principal Member of Medigro Organics and will oversee the business operations of the company.	
5. Will this person or entity come into contact with medical marijuana or medical marijuana products? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."	
6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.	



Appendix A:

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

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

☐ Yes ☒ No

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

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
[REDACTED]				n/a	



Appendix A:

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

Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		



Appendix A:

**Affidavit for Board Members, Officers, Managers, Owners, Partners,
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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="" type="checkbox"/> Yes <input type="checkbox"/> No		



**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




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: 6/4/15
Notary Name: Deana Lee Mason	Notary Registration Number: 01MA6065360
Notary (Notary Must Affix Stamp or Seal) DEANA LEE MASON Notary Public, State of New York Qualified in Rensselaer County No. 01MA6065360 Commission Expires October 15, 2017	Date: 6/4/15



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: Medigro Organics, LLC

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

2. Name: James O'Sullivan

3. Title: Principal Member

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

Principal Member of Medigro Organics and will oversee the business operations of the company.

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.



Appendix A:

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

Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:		Ending Date of Employment:
Name of Supervisor for Reference:		Supervisor Phone Number:
Position/Responsibilities:		
Reason For Departure:		
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		



Appendix A:

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



Appendix A:

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

19. Affirmative Statement of Qualifications

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

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

Signature:

[Handwritten Signature]

Date:

6/4/15

Notary Name:

Theresa M. Russo

Notary Registration Number:

02RU6021816

Notary (Notary Must Affix Stamp or Seal)

Date:

6/4/15

THERESA M. RUSSO
Notary Public, State of New York
No. 02RU6021816
Qualified in Albany County
Commission Expires March 22, 2019

APPENDIX "A "
AFFIDAVIT OF JAMES O'SULLIVAN

STATE OF NEW YORK)

ss.:

COUNTY OF ROCKLAND)

JAMES O'SULLIVAN, being duly sworn, deposes and states as follows in accordance with the requirements of Public Health Law § 3365 (1) (a) (v) and 10 NYCRR § 1004.5 (b) (6):

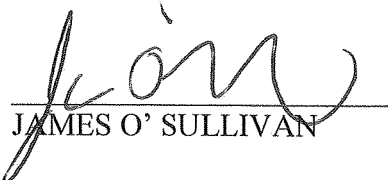
I am the managing member of Medigro Organics, LLC, an applicant for initial registration as a registered organization under the Compassionate Care Act.

I have never been convicted of a crime of any sort.

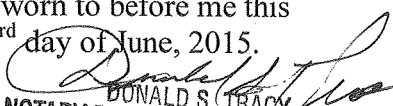
No member of Medigro Organics, LLC has held any position of ownership or had any interest in any other business located in or outside the State of New York managing or distributing drugs.

As set forth in its application, Medigro Organics LLC has the right to use sufficient lands, building and equipment to properly carry on the activities it seeks registration for by this application and the applicant possesses or has the right to use sufficient land, buildings and equipment to properly carry on the activity described in its application in that it has a lease for over 57 acres of land in the Town of Newburgh, New York, has submitted architectural plans to show the facilities and an operating plan showing the method of operation, security agreement and all other requirements of the application and that in compliance with NYCRR § 1004.5 (b) (6) the applicant herein has complied with those requirements by providing the name, address and phone number of the applicant and documentation that the applicant has entered into a Labor Peace Agreement with a bona fide labor organization.

The applicant is willing to supply any further information or requirements that the Commissioner may have.


JAMES O' SULLIVAN

Sworn to before me this
3rd day of June, 2015.


DONALD S. TRACY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 44-9368250
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES DECEMBER 31, 2018