Medical Marijuana Dispensary Permit Application

You may apply for one dispensary permit in this application for any of the medical marijuana regions listed below. A separate application must be submitted for each primary dispensary location sought by the applicant. Please see the Medical Marijuana Organization Permit Application Instructions for a table of the counties within each medical marijuana region and the counties in which you are eligible to locate your primary dispensary.

Please check to indicate the medical marijuana region, and specify the county, for which you are applying for a dispensary permit:

☐ Northwest          ☐ Northcentral       ☐ Northeast
☐ Southwest          X Southcentral     ☐ Southeast

County 1 (Primary Dispensary Location): Blair
County 2 (if applicable): Lebanon
County 3 (if applicable): Adams
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Medical Marijuana Dispensary Permit Application

Part A - Applicant Identification and Dispensary Information

(Scoring Method: Pass/Fail)

FOR THIS PART, THE APPLICANT IS REQUIRED TO PROVIDE BACKGROUND AND CONTACT INFORMATION FOR THE BUSINESS OR INDIVIDUAL APPLYING FOR A DISPENSARY PERMIT, THE PRIMARY DISPENSARY LOCATION, ALONG WITH ANY SECOND OR THIRD DISPENSARY LOCATIONS THAT ARE BEING SOUGHT UNDER THE APPLICATION.

Section 1 – Applicant Name, Address and Contact Information

Business or Individual Name and Principal Address

<table>
<thead>
<tr>
<th>Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lebanon Wellness Center LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other trade names and DBA (doing business as) names:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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</table>

<table>
<thead>
<tr>
<th>Business Address: 1594 Cumberland Street #300</th>
</tr>
</thead>
<tbody>
<tr>
<td>City: Lebanon</td>
</tr>
<tr>
<td>State: PA</td>
</tr>
<tr>
<td>Zip Code: 17042</td>
</tr>
<tr>
<td>Phone: 717-450-7276</td>
</tr>
<tr>
<td>Fax: N/A</td>
</tr>
<tr>
<td>Email: <a href="mailto:lebanonwellnesscenter@gmail.com">lebanonwellnesscenter@gmail.com</a></td>
</tr>
</tbody>
</table>

☐ Primary Contact, or ☐ Registered Agent for this Application

Name: Dr. Kibibi A.M. Gaughan

Section 2 – Dispensary Information

THE APPLICANT IS REQUIRED TO PROVIDE A PRIMARY DISPENSARY LOCATION. THE APPLICANT MAY INCLUDE A SECOND OR THIRD LOCATION UNDER THIS APPLICATION. A SECOND OR THIRD DISPENSARY MAY BE ADDED TO A DISPENSARY PERMIT AT A LATER DATE THROUGH THE FILING OF AN APPLICATION FOR ADDITIONAL DISPENSARY LOCATIONS.

By checking “Yes,” you affirm that you possess the ability to obtain in an expeditious manner the right to use sufficient land, buildings and other premises and equipment to properly carry on the activity described in the medical marijuana dispensary permit application, and any proposed location for a dispensary.

☐ Yes ☐ No

Primary Dispensary Location (please indicate dispensary name as you would like it to appear on the dispensary permit)

Facility Name: Lebanon Wellness Center LLC
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

Address: 514 E Pleasant Valley Blvd
City: Altoona  State: PA  Zip Code: 16602
County: Blair  Municipality: Altoona

PLEASE PROVIDE A DESCRIPTION OF THE PUBLIC ACCESS TO THE DISPENSARY LOCATION, INCLUDING ANY LOCAL PUBLIC TRANSPORTATION THAT MAY BE AVAILABLE:

Our dispensary is located in Altoona which is the largest city in Blair County, with a population of 45,796 (2013 US Census). It is surrounded by boroughs Hollidaysburg and Duncansville and adjacent townships Logan, Allegany, Blair, Frankstown, and Tyrone. The boroughs of Bellwood and Newry are nearby as well. Choosing Altoona, will allow the dispensary to serve the most concentrated population of people in this area of the south central region. The city of Altoona grew around the railroad industry, but is currently working to recover from industrial decline and urban decentralization experienced in recent decades. The city is undergoing a revitalization and a dispensary steeped in forward thinking medical treatments is aligned to Altoona’s path to an urban renaissance. 16.8% of Altoona’s population is aged 65 or older, with growing medical treatment needs. The median age of the population is 37 (both align with US averages). Median household income is $36,258 (compared to total PA $55,702). The dispensary location allows access to the truly “underserved.”

We choose our location not only because its adjacent to public transportation but also due to the fact it’s located within short walking distance of a number of medical offices. The dispensary is also located within a two minute drive of PA route 220 and I-99, allowing for equitable and convenient access. With more than ample parking spaces, easy access to public transportation and well-lit and secure premises we believe this is the best location in Altoona for a medical cannabis dispensary.

Second Dispensary Location

Facility Name: Lebanon Wellness Center LLC
Address: 847 Cumberland Street
City: Lebanon  State: PA  Zip Code: 17042
County: Lebanon  Municipality: Lebanon

PLEASE PROVIDE A DESCRIPTION OF THE PUBLIC ACCESS TO THE DISPENSARY LOCATION, INCLUDING ANY LOCAL PUBLIC TRANSPORTATION THAT MAY BE AVAILABLE:

The City of Lebanon was started in 1885; the county in 1821. The population of Lebanon County is approximately 140,000 and encompasses 362 square miles. Lebanon is rich in manufacturing tradition and boasts hearty inhabitants with a strong work ethic. Lebanon is a major hub in south central Pennsylvania with corridors to RT 22, RT 78 and has an exit on the Pennsylvania Turnpike.

The Lebanon Dispensary is located in the heart of the downtown City of Lebanon. Located at 847 Cumberland Street is the central point of two major intersecting highways – RT 422 and
RT 72. Cumberland Street is also RT 422. And 9th Street is also RT 72. All major traffic north and south as well as east and west is at this RT 72/RT 422 juncture in downtown Lebanon where the Dispensary is located. Our Dispensary site is only 25' from public transportation. Directly across from our Dispensary is a 2 hour free public parking lot that will accommodate 100 vehicles as well as additional parking on Cumberland Street with exterior security already in place. Our dispensary is ideally located for walking, public transportation and gateways to surrounding communities. As well our local Hospital is less than 1 mile from our location and there are several GP and medical specialist located in the surrounding blocks. Border counties include Lancaster, Berks, Dauphin and Schuylkill. Our Lebanon City motto “The Place to Grow” fits in nicely with our plans for a downtown Dispensary. Lastly, in the event we outgrow our initial space there is another 2,000 sq. ft we can take over next door for expansion.

Third Dispensary Location

<table>
<thead>
<tr>
<th>Facility Name: Lebanon Wellness Center LLC</th>
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</thead>
<tbody>
<tr>
<td><strong>Address:</strong> 19 Baltimore Street</td>
<td></td>
</tr>
<tr>
<td><strong>City:</strong> Gettysburg</td>
<td><strong>State:</strong> PA</td>
</tr>
<tr>
<td><strong>County:</strong> Adams</td>
<td><strong>Municipality:</strong> Gettysburg</td>
</tr>
</tbody>
</table>

Please provide a description of the public access to the dispensary location, including any local public transportation that may be available:

Gettysburg is an historic city located in South Central PA. It is the largest city in Adams County with a population of over 7,000. It is conveniently located between PA routes 15 and 30. Due to its large tourist attractions and market the City of Gettysburg is set up perfect for public transportation and parking.

Our location is right near the center town off Main Street. For patients that will not be driving our location is surrounded by public transportation with multiple bus stops less than a block away. The "grey line" of Freedom buses circles the entire area with frequent stops within 100 yards of the facility. Further we choose this location due to the fact it is within 2 miles of Gettysburg Wellspan Hospital, Gettysburg College, Gettysburg Center Nursing Home and Family First Health Center. In our initial outreach we have made multiple connections at the various medical establishments with the intent to host weekly patient outreach events, educating those on the benefits of cannabis. Lastly our location is extremely well lit 24 hours a day and has parking for over 20 customers on top of employee parking.
Part B – Diversity Plan
(Scoring Method: 100 Points)

In accordance with Section 615 of the Act (35 P.S. § 10231.615), an applicant shall include with its application a diversity plan that promotes and ensures the involvement of diverse participants and diverse groups in ownership, management, employment, and contracting opportunities. Diverse participants include a person, including a natural person; individuals from diverse racial, ethnic and cultural backgrounds and communities; women; veterans; individuals with disabilities; corporation; partnership; association; trust or other entity; or any combination thereof, who are seeking a permit issued by the Department of Health to grow and process or dispense medical marijuana. Diverse groups include the following businesses that have been certified by a third-party certifying organization: a disadvantaged business, minority-owned business, and women-owned business as those terms are defined in 74 Pa. C.S. § 303(b); and a service-disabled veteran-owned small business or veteran-owned small business as those terms are defined in 51 Pa. C.S. § 9601.

Section 3 – Diversity Plan

By checking “Yes,” the applicant affirms that it has a diversity plan that establishes a goal of opportunity and access in employment and contracting by the medical marijuana organization. The applicant also affirms that it will make a good faith effort to meet the diversity goals outlined in the diversity plan. Changes to the diversity plan must be approved by the Department of Health in writing.

The applicant further agrees to report participation level and involvement of Diverse Participants and Diverse Groups in the form and frequency required by the Department, and to provide any other information the Department deems appropriate regarding ownership, management, employment, and contracting opportunities by Diverse Participants and Diverse Groups.

DIVERSITY PLAN

In narrative form below, describe a plan that establishes a goal of diversity in ownership, management, employment and contracting to ensure that diverse participants and diverse groups are accorded equality of opportunity. To the extent available, include the following:

1. The diversity status of the Principals, Operators, Financial Backers, and Employees of the Medical Marijuana Organization.
2. An official affirmative action plan for the Medical Marijuana Organization.
3. Internal diversity goals adopted by the Medical Marijuana Organization.
4. A plan for diversity-oriented outreach or events the Medical Marijuana Organization will conduct during the term of the permit.
5. Contracts with diverse groups and the expected percentage and dollar amount of revenues that will be paid to the diverse groups.
6. Any materials from the Medical Marijuana Organization’s mentoring, training, or professional
development programs for diverse groups.

7. Any other information that demonstrates the Medical Marijuana Organization’s commitment to diversity practices.

8. A workforce utilization report including the following information for each job category within the Medical Marijuana Organization:
   a. The total number of persons employed in each job category,
   b. The total number of men employed in each job category,
   c. The total number of women employed in each job category,
   d. The total number of veterans in each job category,
   e. The total number of service-disabled veterans in each job category, and
   f. The total number of members of each racial minority employed in each job category.

9. A narrative description of your ability to record and report on the components of the diversity plan.

Lebanon Wellness seeks to implement a highly regarded and well thought out Diversity Plan. We take our approach to diversity seriously and have accordingly engaged the professional services of Brubaker Connaughton Goss & Lucarelli LLC, employment and labor counsel, to prepare the comprehensive Diversity Plan below.

As a women and veteran-owned business, diversity and inclusion are critically important to Lebanon Wellness. The company views diversity and inclusion as core business strategies which contribute to its overall success. When a company’s workforce reflects the community it serves, the company is better able to understand and meets the needs of its customers and the community at-large.

As part of Lebanon Wellness’s commitment to diversity, the company engaged the services of employment and labor counsel to prepare a comprehensive Diversity Plan to establish a diversity strategy, and guide the company’s efforts in implementing its diversity strategy in the initial, start-up phase and beyond. A copy of the complete Diversity Plan is available upon request.

Lebanon Wellness’s Diversity Plan outlines the company’s affirmative action initiatives, diversity goals, outreach plan, contracting strategy and professional development objectives. The Diversity Plan is based upon the company’s Diversity and Inclusion Mission Statement, which provides:

*We believe that embracing diversity enhances our company culture and contributes to the overall success of our business. The company’s diversity and inclusion mission is to create a welcoming work environment where individuals of all backgrounds and experiences can enjoy personal and professional success, and have equal access to opportunities.*

To support and advance its diversity and inclusion mission, Lebanon Wellness has established four core areas where the company will focus its diversity strategy: (1) Company Leadership;
Diversity Status of Principals, Operators, Financial Backers and Employees of the Medical Marijuana Organization.

A strategic initiative must be supported, fostered and encouraged at the highest levels of a company if it is to succeed. Lebanon Wellness is proud to have a diversity strategy that starts at the top and will be reflected at all levels of the organization. The company is majority women-owned and, if a dispensary license is granted, the company intends to seek certification as a Women’s Business Enterprise.

Diversity and inclusion are also reflected in the company’s leadership structure. The company will be led by Chief Executive Officer, Dr. Kibibi Gaughen, who is both female and African-American. Of the company’s seven management-level positions, four are held by women, including: (1) General Manager Laura DeMaio; (2) Director of Patient Outreach Lois Mease; (3) Director of Medical Marijuana Research Marla Dorf; and (4) Dispensary Manager Maria Dickie. In addition, the company has established a medical advisory board made up of two female physicians. The members of the Advisory Board will provide support and guidance in the areas of medical marijuana research, and medical knowledge concerning cancer, epilepsy and PTSD.

By reflecting diversity at the highest levels of the company, Lebanon Wellness is actively modeling its Diversity and Inclusion Mission on a day-to-day basis, and setting the tone for its employees, vendors and other points of contact.


Lebanon Wellness’s Diversity Plan includes an official Affirmative Action Plan, pursuant to which the company has established hiring and placement goals based on labor force statistics for Lebanon County.

Given that Lebanon Wellness is still in its early start-up phases, the company’s hiring and placement goals are based on the company’s workforce as a whole, without regard to specific job categories. As Lebanon Wellness becomes operational and its workforce grows in size, the company may, as appropriate, shift its utilization analysis and placement goals to a job group analysis.

Based upon labor force statistics provided by Pennsylvania Center for Workforce Information and Analysis, 2017-2018 placement goals across all job positions are as follows:

<table>
<thead>
<tr>
<th>Lebanon County</th>
<th>Female:</th>
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</thead>
<tbody>
<tr>
<td>Minority:</td>
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</table>
The company’s affirmative action plan contains a number of action oriented objectives which Lebanon Wellness plans to adopt and implement to ensure that it reaches its placement goals. Those objectives are set forth in detail below, as part of the company’s specific diversity goals.

**Internal Diversity Goals.**

Through its formal Diversity Plan, Lebanon Wellness has established three diversity goals which align with its core areas of focus.

**Diversity Goal #1: Recruitment and Hiring**

**To strive for, achieve and maintain employment participation for protected group members throughout all job categories in proportion to the local labor force.**

This goal is specifically tied to the benchmarks established in the company’s Affirmative Action Plan, which will guide the company’s recruitment and hiring strategy. The company has identified the following recruitment and hiring strategies which it will implement to achieve those benchmarks:

- Job openings will be distributed to community-based recruitment sources, including workforce development agencies and community organizations.

  Lebanon Wellness has already identified several diverse vendors with which it may partner to ensure that its recruitment strategy encompasses the broadest possible applicant pool. Partnerships with these organizations will allow Lebanon Wellness to focus its recruitment efforts on veterans, individuals with disabilities, and other populations experiencing disenfranchisement with respect to the labor market.

- Lebanon Wellness will actively recruit diverse candidates from local colleges, universities, community colleges, trade schools and other educational institutes, by distributing job postings and attending job and career fairs.
The company will utilize employment agencies and recruiters with experience in recruiting diverse candidates. This recruitment strategy also advances the company’s goal of enhancing diverse participation through partner relationships with vendors, by allowing Lebanon Wellness to explore partnership opportunities with employment agencies that hold a Small Diverse Business certification.

- Lebanon Wellness will post and maintain employment information on its website explaining the company’s Diversity and Inclusion Mission, and listing available job openings.

- Job descriptions will be carefully developed and implemented to ensure that they do not include restrictive and unnecessary minimum requirements that might restrict the company’s ability to employ diverse and disenfranchised candidates.

- The company will actively seek out diverse media sources in the local and extended community that may include print, radio, television and internet advertising for open job positions.

- The Chief Diversity Officer will assist in recruitment and hiring efforts to ensure that the company’s Diversity and Inclusion Mission is being effectively carried out, and that recruitment efforts are reaching a diverse pool of potential applicants.

### Diversity Goal #2: Professional Development and Retention

To maintain employment participation for protected group members by retaining diverse employees and ensuring equal opportunity for advancement.

Lebanon Wellness recognizes that bringing on new employees is only one piece of its diversity and inclusion strategy. Once employees become part of the Lebanon Wellness team, the company is committed to both their professional development and personal growth. Emphasis will be placed on skills development, promoting from within, and equal opportunity for advancement.

Lebanon Wellness will implement the following strategies to enhance the professional development of its employees:

- The company’s equal employment opportunity, anti-discrimination and anti-harassment, and ADA policies will be included in the employee handbook and disseminated to all employees at the time of hire, and the Diversity and Inclusion Mission Statement will be posted throughout company facilities.

- Lebanon Wellness will provide diversity training to all employees to reinforce its Diversity and Inclusion Mission, foster a welcoming work environment for all employees, and ensure that managers and employees understand their rights
and obligations under the company’s equal employment opportunity, anti-discrimination and anti-harassment, and ADA policies.

- The company will provide manager training to management level employees to assist managers in identifying workplace conduct and issues that violate the company’s anti-discrimination and anti-harassment policy, responding to reports of discrimination and harassment, and helping to create a workplace free of discrimination and harassment.

- Lebanon Wellness will develop an onboarding process to orient new employees, which will include special focus on the company’s Diversity and Inclusion Mission and objectives.

- The company will develop a mentoring program to partner new employees with existing employees to assist new employees in becoming acclimated to the company, and provide a point of contact for new employees to ask questions in an open forum. The mentoring program will also include the opportunity for interaction with company leadership.

- The company will develop and implement mobility programs aimed at helping employees to grow and advance within the company, and ensuring that all employees have an equal opportunity for advancement. Mobility programs may include educational opportunities for line level employees who aspire to management positions, skills training for management-level employees and a mentoring program.

Diversity Goal #3: Partnerships with Vendors

To ensure that qualified Small Diverse Businesses have equal opportunity to bid and contract for the provision and goods and services to Lebanon Wellness.

The third prong of Lebanon Wellness’s diversity strategy is to partner with Small Diverse Businesses (SBDs) for its contracting needs. The company will actively seek out partnerships with diverse vendors, suppliers, contractors and service providers to enhance the participation of these groups in the success of its business, and to provide opportunities for diverse businesses to be successful.

Vendor Guidelines

In an effort to meet this goal, Lebanon Wellness will abide by the following guidelines with respect to its third-party vendor relationships:

- The company will utilize the Pennsylvania Department of General Services Bureau of Diversity, Inclusion & Small Business Opportunities searchable database to locate Small Diverse Businesses that offer goods and services vital to the company’s business operations.
- When the need for a third-party vendor arises, the company will actively solicit Small Diverse Businesses for business and contracting opportunities.

- The company will develop a database of Small Diverse Businesses to serve its contracting needs.

- The company will include information on its website describing its procurement needs, processes and general contract information, and inviting Small Diverse Businesses to contact the company about contracting opportunities.

- The company will assist diverse vendors and suppliers by providing information and feedback concerning the company’s contracting needs so that they can compete effectively on price, service, and quality.

- The Chief Diversity Officer will work with Department Managers to track and quantify dollar volume and performance of suppliers and vendors to monitor compliance with this Diversity Plan.

- The company will require that all vendors who do business with the company have equal employment opportunities in place, and will request this information as part of its competitive bidding process.

- The company will develop a competitive bidding process that maximizes participation by diverse vendors.

- The company will develop a process to integrate a supplier diversity program into its sourcing process.

A Plan for Diversity-Oriented Outreach Events.

Lebanon Wellness’s diversity-outreach strategy is encompassed within its formal Diversity Plan. The company has identified a number of recruitment strategies aimed at generating a broad and diverse applicant pool. These outreach efforts will include partnerships with community organizations which will allow Lebanon Wellness to focus its recruitment efforts on veterans, individuals with disabilities, and other populations experiencing disenfranchisement with respect to the labor market. In particular, the company intends to form relationships with the following agencies and organizations, which focus on job placement for disenfranchised populations:

- Pennsylvania CareerLink;
- Pennsylvania Office of Vocational Rehabilitation Services;
- Disability Rights Pennsylvania;
- Lebanon County Community Action Partnership;
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- Developmental and Disability Services of Lebanon Valley;
- United Way of Lebanon County;
- United Way of Blair County;
- United Way of Adams County; and
- AHEDD.

The company’s Diversity Plan also requires the creation of an internal Diversity Focus Group. Among the Focus Group’s core responsibilities are:
- Developing internal programs and events which foster the company’s Diversity Plan.
- Developing external programs and events which positively impact the community; developing, supporting and advertising employee volunteer opportunities and events.

Contracts with Diverse Groups and the Expected Percentage and Dollar Amount of Revenues that Will be Paid to Diverse Groups.

As set forth in the company’s Diversity Plan, Lebanon Wellness has outlined various vendor guidelines that it intends to implement and follow in order to increase participation by diverse vendors.

If a dispensary permit is granted, one of Lebanon Wellness’s first major tasks will be the design and construction of its dispensary facilities in Lebanon, Altoona and Gettysburg. This construction project presents significant opportunities for the company to partner with Small Diverse Businesses that provide design services, construction services, construction management services, and construction goods. The company has established a preliminary construction budget of: [REDACTED] for each dispensary location. Of the total construction budget, the company’s goal is to allocate [REDACTED] of its budget to Small Diverse Business contractors.

Lebanon Wellness has also identified several areas where the opportunity exists for the company to partner with SDBs. These include:

**Procurement of Goods**
- Procurement of dispensary supplies.
- Procurement of office furniture.
- Procurement of office supplies and computer equipment.
- Procurement of cleaning and janitorial supplies.

**Procurement of Services**
- Information Technology and network services and support.
- Staffing and recruitment services.
- Snow removal services.
- Payroll processing.
- Janitorial services.
The company has pledged to allocate a minimum of $100,000 of its procurement budget to Small Diverse Business contractors, and has already begun compiling a database of SDBs, which is included in its Diversity Plan.

Any Materials from the Medical Marijuana Organization’s Mentoring, Training or Professional Development Programs for Diverse Groups.

As reflected in Lebanon Wellness’s Diversity Plan, the company has committed to: (1) providing diversity training to all employees; (2) provide manager training to management-level employees to reinforce the company’s Diversity and Inclusion Mission; (3) developing an onboarding process to orient new employees to the company; (4) developing a mentoring program to partner new employees with existing employees and provide interaction with company leadership; and (5) developing mobility programs aimed at helping employees grow and advance within the company, and ensuring equal opportunity for advancement.

In light of the fact that the company is still in the initial start-up phase, training materials have not yet been developed. At the company’s request, employment and labor counsel provided recommendations for manager and employee training, and are prepared to facilitate training sessions once Lebanon Wellness is operational.

Other Information Demonstrating a Commitment to Diversity.

To support and advance its Diversity and Inclusion Mission, Lebanon Wellness has adopted the following employment policies, which are summarized as follows:

*Equal Employment Opportunity Policy*

Lebanon Wellness’s policy is to select, place, train and promote the best qualified individuals. The company is committed to complying with local, state and federal laws, and recognizes the following protected classes of individuals: race, color, ethnicity, ancestry, national origin, gender, sex, age, disability, religion, citizenship, sexual orientation, gender identity, veteran status, marital status, labor union membership, genetic disposition and other non-job-related criteria.

*Anti-discrimination and Harassment Policy*

Illegal harassment of employees or of applicants by other employees is strictly prohibited. Harassment includes, without limitation, verbal harassment (epithets, derogatory statements, slurs), physical harassment (assault, physical interference with normal work or involvement), visual harassment (posters, cartoons, drawings), and innuendo.

In the event that an employee has concerns about workplace conduct that may constitute harassment or discrimination, the policy establishes a reporting procedure.
for employees to bring their concerns to the attention of management. The reporting procedure identifies two (2) points of contact to whom a report may be made, the Chief Diversity Officer and the General Manager, so that employees who may be uncomfortable reporting to one individual have a second option.

The policy provides that all reports will be promptly investigated, and that appropriate disciplinary action may be taken if it is determined that harassment or discrimination have occurred.

**Americans with Disabilities Act Policy**

The company’s ADA policy reflects its commitment to ensure that qualified individuals with disabilities enjoy equal access to the benefits of employment. The policy prohibits discrimination on the basis of disability, provides that medical information will be kept confidential and stored in accordance with the ADA, and provides for reasonable accommodation. The policy also outlines the process for an employee to request a reasonable accommodation on the basis of disability.

The company’s Diversity Plan also creates an internal infrastructure to implement, monitor and revise its diversity strategy. The Plan creates the executive-level position of Chief Diversity Officer, who has ultimate responsibility and accountability for the Diversity Plan. The Chief Diversity Officer is responsible for: implementing the Diversity Plan, evaluating the effectiveness of the Plan on an annual basis; reviewing and revising the Plan and the company’s employment policies as needed to attract, retain and promote a diverse and inclusive workforce; introducing and overseeing diversity initiatives to promote the company’s Diversity and Inclusion Mission; developing training and professional development programs to educate managers and employees on Lebanon Wellness’s Diversity Plan and employment policies; and reporting to and advising the executive team on diversity issues.

The Chief Diversity Officer will be supported by a Diversity Focus Group, whose membership will consist of employees at all levels of the organization. The Plan also outlines the specific duties and responsibilities of the company’s Executive Team, Department Managers and frontline managers and supervisors, with respect to implementation and enforcement of the Plan.

**Workforce Utilization Report**

Our workforce utilization report will include and track the following information by job position:

- Total number of Employees by Gender;
- Total number of White employees by Gender;
- Total number of Black employees by Gender;
- Total number of Hispanic/Latino employees by Gender;
- Total number of Other Race employees by Gender;
- Total number of Veteran Employees By Gender;
- Total number of Service-disabled Veteran Employees By Gender;
- Total number of Female Employees;
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- Female Employees as a Percentage of Total Employees;
- Total number of Minority Employees;
- Minority Employees as a Percentage of Total Employees;
- Total number of Veteran Employees;
- Veteran Employees as a Percentage of Total Employees;
- Total number of Service-disabled Veteran Employees; and
- Service-disabled Veteran Employees as a Percentage of Total Employees.


Lebanon Wellness recognizes that a strategic objective is only meaningful if it produces measurable results. The company’s Diversity Plan provides that the Chief Diversity Officer will evaluate the Plan’s effectiveness on an annual basis and includes a framework for measurement and accountability. The Plan’s effectiveness will be measured in five (5) key areas:

**Representation**
Comparing representation of diverse groups in the company’s workforce with labor market statistics for the local community. A workforce utilization report will be prepared annually to assess the representation of women, minorities and veterans in Lebanon Wellness’s workforce.

**Recruitment**
Comparing representation of diverse groups in the company’s applicant pool with labor market statistics for the local community.

**Staffing/Placement**
Comparing representation of diverse groups hired or placed with labor market statistics for the local community.

**Retention**
Are diverse groups being retained and advanced at expected rates relative to labor market statistics for the local community.

**Contracting**
Comparing the number and value of contracts awarded to SDBs and with the total number and value of all contracts awarded for goods and services.

The Diversity Plan also establishes auditing and reporting procedures to ensure that the Plan is evaluated on a yearly basis and that the Chief Diversity Officer has the necessary information to measure the effectiveness of the Plan, highlight areas of concern, and make recommendations and revisions to the Plan to address areas of concern.
Part C – Applicant Background Information

(Scoring Method: Pass/Fail)

For this part the applicant is required to provide background and contact information for the principals, financial backers, operators and employees.

Section 4 – Principals, Financial Backers, Operators and Employees

A. Please list all Principals, Financial Backers and Operators

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<thead>
<tr>
<th>Name and Residential Address</th>
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<tbody>
<tr>
<td><strong>First Name:</strong> Kibibi</td>
<td><strong>Middle Name:</strong> A.M.</td>
</tr>
<tr>
<td><strong>Occupation:</strong> Physician</td>
<td></td>
</tr>
<tr>
<td><strong>Also known as:</strong></td>
<td><strong>Date of birth:</strong></td>
</tr>
<tr>
<td><strong>Address Line 3:</strong></td>
<td><strong>City:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong> DOH REDACTED</td>
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<td><strong>Middle Name:</strong></td>
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<tr>
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</tr>
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<td><strong>Also known as:</strong></td>
<td><strong>Date of birth:</strong></td>
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<tbody>
<tr>
<td><strong>First Name:</strong> Laura</td>
<td><strong>Middle Name:</strong></td>
</tr>
<tr>
<td><strong>Occupation:</strong> Optometrist</td>
<td></td>
</tr>
<tr>
<td><strong>Also known as:</strong> Laura Seiling</td>
<td><strong>Date of birth:</strong></td>
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<td><strong>Address Line 3:</strong></td>
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<tbody>
<tr>
<td><strong>First Name:</strong> Brian</td>
<td><strong>Middle Name:</strong> G</td>
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<tr>
<td><strong>Occupation:</strong> CPA</td>
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<tr>
<td><strong>First Name:</strong> Charles</td>
<td><strong>Middle Name:</strong> H</td>
</tr>
<tr>
<td><strong>Occupation:</strong> Advertising Executive</td>
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<tr>
<td><strong>Also known as:</strong></td>
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**Pennsylvania Department of Health**

**Medical Marijuana Dispensary Permit Application**

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**IF MORE SPACE IS REQUIRED, PLEASE SUBMIT ADDITIONAL INFORMATION ON OTHER INDIVIDUALS IN A SEPARATE DOCUMENT TITLED “PRINCIPALS, FINANCIAL BACKERS AND OPERATORS (CONTD.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.**

**B. Please list Employees**

Please provide the following information for any employees that have been hired to date to work for the applicant listed in this application. If no employees are currently employed, please leave this section blank.

<table>
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</table>
### Section 5 – Moral Affirmation

By checking “Yes,” you affirm that each principal, financial backer, operator and employee listed in this permit application is of good moral character.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</thead>
</table>

### Section 6 – Compliance with Applicable Laws and Regulations

By checking “Yes,” you affirm that you, as well as the principals, financial backers, operators and employees listed in this permit application are able to continuously comply with all applicable Commonwealth laws and regulations relating to the operation of a medical marijuana dispensary.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</thead>
</table>

### Section 7 – Civil and Administrative Action

For the statements below:

- By checking “Yes,” you affirm the statement
- If you check “No,” you must state your reasoning in “Schedule A” below

<table>
<thead>
<tr>
<th>Civil and Administrative Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
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</table>

The applicant has never responded to an action resulting in sanctions, disciplinary actions or civil monetary penalties being imposed relating to a registration, license, permit or any...

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</table>
other authorization to grow, process or dispense medical marijuana in any state.  

The applicant has never responded to a civil or administrative action relating to a registration, license, permit or authorization to grow, process or dispense medical marijuana in any state. ☒ ☐

The applicant has never been accused of obtaining a registration, license, permit or other authorization to operate as a grower, processor or dispensary of medical marijuana in any jurisdiction by fraud, misrepresentation, or the submission of false information. ☒ ☐

No civil or administrative action has been taken against the applicant under the laws of the Commonwealth or any other state, the United States or a military, territorial or tribal authority relating to a principal, operator, financial backer or employee of the applicant’s profession, or occupation or fraudulent practices, including fraudulent billing practices. ☒ ☐

<table>
<thead>
<tr>
<th>Defendant</th>
<th>Name of Case &amp; Docket #</th>
<th>Nature of Charge or Complaint</th>
<th>Date of Charge or Complaint</th>
<th>Disposition</th>
<th>Name and Address of the Administrative Agency Involved, and the Tribunal or Court</th>
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</thead>
<tbody>
<tr>
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**Part D – Plan of Operation**  
(Scoring Method: 550 Points)

A PLAN OF OPERATION IS REQUIRED FOR ALL DISPENSARY PERMIT APPLICATIONS. THE PLAN OF OPERATION MUST INCLUDE A TIMETABLE OUTLINING THE STEPS THE APPLICANT WILL TAKE TO BECOME OPERATIONAL WITHIN SIX MONTHS FROM THE DATE OF ISSUANCE OF A PERMIT. THE PLAN OF OPERATION MUST ALSO DESCRIBE HOW THE APPLICANT’S PROPOSED BUSINESS OPERATIONS WILL COMPLY WITH STATUTORY AND REGULATORY REQUIREMENTS NECESSARY FOR THE CONTINUED OPERATION OF THE FACILITY.

**Plan of Operation**

**What must be covered in a Plan of Operation?**

Applicants must identify how they will comply with relevant laws and regulations regarding:

- Security and Surveillance
- Employee qualifications and training
- Transportation of medical marijuana and medical marijuana products
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- Storage of medical marijuana products
- Inventory management
- Recordkeeping
- Prevention of unlawful diversion of medical marijuana and medical marijuana products
- A timetable outlining the steps required for the applicant to become operational within six months from the date of issuance of a dispensary permit

By checking “Yes,” you affirm that you are able to continuously maintain effective security, surveillance and accounting control measures to prevent diversion, abuse and other illegal conduct regarding medical marijuana and medical marijuana products.

Yes ☒
No ☐

Section 8 – Operational Timetable

**If issued a permit, please describe the steps and timeframes for becoming fully operational as a dispensary within six months from the date of issuance of a dispensary permit. Specifically, please provide the steps you will take to begin the process for the handling, storing, and transporting of medical marijuana and medical marijuana products.**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>See attached file Lebanon Wellness LLC_03202017_Dispensary_Operational Timetable (contd.) for a detailed operational timetable</td>
<td></td>
</tr>
</tbody>
</table>

If more space is required for the Operational Timetable, please submit additional information in a separate document titled “Operational Timetable (Contd.)” in accordance with the attachment file name format requirements and include it with the attachments.

Section 9 – Employee Qualifications, Description of Duties and Training

A. Please provide a description of the duties, responsibilities, and roles of each principal, financial backer, operator and employee.

1. Chief Medical Officer: Dr. Ray DeMaio
   As Chief Medical Officer DeMaio is in charge of overseeing all duties related to patient needs. The Chief Medical Officer gives direction to the lead Pharmacist in the dispensary and also aids in daily ordering and patient needs.
2. **Chief Financial Officer: Brian Ammerman**
   The Chief Financial Officer reports directly to the CEO and works with the COO in assisting on all strategic matters relating to budget management, cost benefit analysis, patient forecasting and daily dispensary expenses.

3. **Chief Executive Officer: Dr. Kibibi Gaughan**
   The Chief Executive officer is the leading role in the Dispensary up management. Gaughan, is in charge of overseeing the COO and CFO and the growth and direction of the dispensary. As well the CEO acts as the main point of communication between the executive board, upper dispensary management and State officials.

4. **Chief Operations Officer: Rob Kemp**
   The Chief Operations officer will oversee all aspects of operations. From product ordering to employee hiring Kemp will be hands on and direct the day-to-day operations of the dispensary. As well, Kemp will work directly with the stores general manager and report to the CEO.

5. **General Manager: Laura DeMaio**
   The General Manager is the lead person in regards to daily operations within the dispensary. The GM will work directly with the floor leads in making sure all patients are taken care of and the all State guidelines and regulations are met.

6. **Patient Outreach: Lois Mease**
   The Patient Outreach individual is in charge of hosting weekly patient events within the greater community. The events focus on not only the benefits of medical cannabis but on how patients can receive their medical cards. As well, Mease will help patients fill out their State applications and guide them through the application process.

7. **Medical Marijuana Research: Marla Dorf**
   As the head medical Marijuana researcher Dorf, is in charge of being up to date on all relevant research in regards to strains, products and patient studies. Dorf will also be in charge of working with Patient Outreach and the stores Pharmacist in efforts to make sure they are up to speed with all information.

8. **Security Manger: Richard Fitzgibbons**
   The Security Manger will be in charge of all aspects of security inside and outside of the dispensary area. The dispensary manager will also be in charge of working with the various cultivators in ensuring all deliveries are secure. Fitzgibbons will also work with the Store manager in implementing the standard security protocols.

**B. PLEASE DESCRIBE THE EMPLOYEE QUALIFICATIONS OF EACH PRINCIPAL AND EMPLOYEE.**

1. **Dr. Raymond DeMaio** is an Ophthalmologist who trained at the Penn State Hershey Medical
Center. For the past 20 years, he has worked in Lebanon, Pennsylvania. He is the majority owner of Bouquet Mulligan DeMaio Eye Professionals, which has offices in Cleona and Elizabethtown, PA. His business consists of a very busy medical practice as well as a state of the art retail optical business. His business has revenues of 6 million dollars per year. He is very active in the local eye care community, as he provides free eye examinations for patients referred to the office by the local free medical clinic. He has been recognized for his efforts by the Lebanon Lions Club for his eye care service to the underprivileged in Lebanon County. He is very interested in offering glaucoma patients a possible cannabis treatment option, especially when they are failing the existing forms of treatment.  

2. BRIAN G. AMERMAN C.P.A.:  
After high school, he attended Penn State and graduated from PSU in 1983. He then moved to Baltimore to work for what is now called Ernst and Young. After five years in Baltimore, Brian’s father and he bought a small accounting practice in Lebanon Pennsylvania and he has been self-employed and managing the practice since 1988. He has 10 employees and specializes in accounting and tax work for a variety of small businesses. He also helped found and later sell an Internet business that was known as SunLink. Brian’s experiences in business, in both running his own business and helping clients with theirs, will help tremendously should the company be successful in the application process.  

3. KIBIBI A.M. GAUGHAN, M.D.:  
and currently a physician at Wellspan Family Medicine and Medical Director for Wellspan Good Samaritan Hospital Home Health in Lebanon, Dr. Gaughan earned her undergraduate degree at Boston College and her MD at American University of the Caribbean. She successfully completed her Family Medicine residency at UMass Memorial hospital. Charitably, she actively supports: Development & Disability Services of Lebanon Valley, the United Way, and Young Survivors Coalition (Breast Cancer).
In addition, Dr. Gaughan sees patients of all ages who are in pain but are unable to tolerate prescription medication – many of whom would benefit greatly from medical marijuana.

| 4. Rob Kemp is President and Founder of K&R Sales Inc. and DRT Transportation LLC. He currently is the managing partner for both enterprises, which are among the nation’s fastest growing 3PL’s in INC. Magazine’s annual list. K&R Sales provides 3PL Sales support for midsize transportation companies thru its national sales platform. DRT Transportation provides Truckload, LTL and Intermodal solutions throughout all 50 states, Canada, and Mexico. DRT Logistics, a sister company, is also an asset owning IMC. Prior to his current role, Rob had founded a regional LTL carrier and a Northeast Truckload operation. He spent time in his early years as a Vice President at New Penn Motor Express, as well as time at Roadway and Saia Motor Freight. Rob currently serves on the Transportation Intermediaries Association Services Board as Treasurer, and the National Industrial Transportation League (NITL) Board. He is a member of the Pennsylvania Society, and President of his local Lions Club. |

| 5. LAURA DEMAIO, OD: I am an Optometrist who trained at the Pennsylvania College of Optometry. I have worked at Bouquet Mulligan DeMaio Eye Professionals, which has offices in Cleona and Elizabethtown, PA. My business consists of a very busy optometric practice, as well as a state of the art retail optical business. Our business has revenues of 6 million dollars per year. I am very active in the local eye care community, as I provide free eye examinations for patients referred to me by the local free medical clinic. I am very interested in offering my glaucoma patients a possible cannabis treatment option, especially when they are failing our existing forms of treatment. I would be very interested to see if cannabis derivatives could be used to help him develop his verbal skills. |

| 6. Lois Mease is a service oriented Registered Nurse with more than 25 years background in a large Veterans Medical Center. Her core competencies include compassion, caring and adaptability, as well as excellent communication and time management skills. Lois handles tasks with accuracy and efficiency. |

| 7. MARLA DORF: Overcoming the obstacles in life is a challenge that we must all face. Whether these challenges are the result of a congenital disorder, or medical affliction later in life, the aid of a compassionate voice can make all the difference. Making a difference has always been Marla’s goal. Receiving a bachelor’s degree in elementary education, Marla’s personal involvement with young children only increased her desire to help others. Whether it was tutoring a thirteen year old quadriplegic, or assisting the participants in a program for special needs at the North Shore Special Recreation Association (NSSRA). Marla’s goal has always been to make a difference in someone’s life. She now had to find a way to help others battling cancer. Marla founded the Hearts For Research Foundation, and |
began successfully raising funds for cancer research. Marla was also an avid supporter of the Y-Me organization, participating in organizing large groups for cancer walks and charity pizza sales.

Marla’s never ending quest for helping others and sharing her compassion took another turn in 2014. She was introduced to the Compassionate Care Act, a statute that allowed the use of medical cannabis in the State of Illinois. Marla’s research in the uses of medical cannabis in the treatments of cancer resulted in her insisting that her family get involved. This involvement has resulted in her family’s participation in multiple states medical cannabis programs.

The achievements of her life have continued to feed her desire to make a difference.

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<tr>
<th>8. RICHARD M. FITZGIBBONS:</th>
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My father began installing electronic security alarm systems in 1978. Fascinated by his work, I began learning the family business at a very young age. My father’s service vehicle provided me with the tools and components I needed to experiment and learn low voltage circuit wiring. My father bought me a computer when I was twelve which lit a passion for self-learning both PC hardware and software. I found reading MSDOS and Windows instructional reference manuals and coding small programs in BASIC more interesting than my schoolwork.

I began installing security and fire alarm systems part-time with my father throughout high school. After graduating from Cedar Crest High School in 1993, I attended Shippensburg University to study computer science for two years. I taught myself how to play the guitar developing a moderate proficiency.

I began working full time for my father in 1996. By 1999 I was designing and installing residential and commercial burglary alarm, video surveillance, access control and fire alarm systems. The satisfaction I feel after a job well-done drives me to learn the latest technology and local codes.

**C.** Please describe the steps the applicant will take to assure that each principal and employee will meet the two-hour training requirement under the act and regulations.

1. Upon hire, Human Resources will enter all new agents into our required training program which must be satisfactorily completed before commencing work at a facility. The company will cover the costs of all required employee training, including all Pennsylvania Department of Health (the
2. Training will begin with internal or contracted instructors and trainers covering a wide assortment of subjects, including diversity training, operations, security equipment and measures, product transportation, product storage, quarantine, inventory quality assurance measures, label verification, inventory management, recall and return policies, diversion prevention, sanitation and safety measures, recordkeeping, and so on.

3. The training program will consist of a series of classes, videos, workbooks, manuals and one-on-one sessions. Trainees must take and pass subject matter examinations and obtain a certificate of completion.

4. Trainees will be enrolled in a Department-approved training course (either administered by the Department or by an approved third party provider). This course will meet or exceed the 2-hour training requirement mandated by Pennsylvania law and regulations.

5. Any new hires who are physicians, pharmacists, physician assistants, and/or certified registered nurse practitioners will also be enrolled in a Department approved 4-hour training course on the latest scientific research on medical marijuana, including the risks and benefits of medical marijuana, and other information deemed necessary by the Department.

6. Once successfully completed, trainees must provide Human Resources with sufficient written proof of the completion of the Department’s required training courses before commencing work at a facility.

7. Human Resources will make follow-up training tools available, including enrollment in our mentorship program whereby an experienced employee will individually mentor a new employee in daily operations and specific job responsibilities after initial training has been complete. This hands-on mentoring will reinforce much of the information taught and provide a forum for each new hire to ask more detailed questions or seek enhanced assistance in mastering a subject.

8. Human Resources will maintain electronic records of all training courses taken and successfully completed by each employee. HR will track the progress of each employee to ensure they complete all required training before commencing work at a facility. Those employees found to be deficient will be reminded of their obligation to complete training.

IF MORE SPACE IS REQUIRED FOR ANY OF THE ABOVE THREE COMPONENTS OF SECTION 9 (A, B AND C), PLEASE SUBMIT ADDITIONAL INFORMATION IN A SEPARATE DOCUMENT TITLED “EMPLOYEE QUALIFICATIONS, DESCRIPTION OF DUTIES AND TRAINING (CONTD.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.

<table>
<thead>
<tr>
<th>D. Licensed Medical Professionals at Facility</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>A physician or a pharmacist will be present at the primary dispensary location listed in this permit application at all times during the hours the primary dispensary facility is open to dispense or to offer to dispense medical marijuana to patients and caregivers.</td>
<td>☒</td>
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If the applicant is operating any dispensaries in addition to the primary dispensary location listed under the permit, and a physician or pharmacist is not present onsite at the additional dispensary or dispensaries, a physician assistant or a certified registered nurse practitioner will be available to assist patients and caregivers.

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<th>Yes</th>
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nurse practitioner will be present onsite at each of the other dispensaries instead of a physician or pharmacist.

Any physician, pharmacist, physician assistant or certified registered nurse practitioner employed by a dispensary will, prior to assuming any duties at the dispensary facility, successfully complete a four-hour training course developed by the Department.

Please provide an explanation of any responses above that were answered as a “No” and how you will meet these requirements by the time the department determines you to be operational under the Act and regulations:

Please limit your response to no more than 5,000 words.

Section 10 – Security and Surveillance

A dispensary must have security and surveillance systems, utilizing commercial-grade equipment, to prevent unauthorized entry and to prevent and detect diversion, theft, or loss of any medical marijuana or medical marijuana products.

Please provide a summary of your proposed security and surveillance equipment and measures that will be in place at your proposed facility and site. These measures should cover, but are not limited to, the following: general overview of the equipment, measures and procedures to be used, alarm systems, surveillance system, storage, recording capability, records retention, premises accessibility, and inspection/servicing/alteration protocols.
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<td>Question 6</td>
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<td>Question 7</td>
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</table>
Section 11 – Transportation of Medical Marijuana

A. Transportation

By checking “Yes,” you affirm that any delivery of medical marijuana to any other medical marijuana organization or approved laboratory within the Commonwealth will adhere to the following:

If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.

- Medical marijuana will only be delivered between 7 a.m. and 9 p.m.
- Medical marijuana will not be transported to any location outside of this Commonwealth.
- A global positioning system will be used to ensure safe, efficient delivery of the medical marijuana to a medical marijuana organization.
In addition to having a transport vehicle staffed with a delivery team consisting of at least two individuals, the applicant affirms the following:

<table>
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<tr>
<th>Requirement</th>
<th>Affirmation</th>
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<tr>
<td>- At least one delivery team member will remain with the vehicle at all times that the vehicle contains medical marijuana.</td>
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<tr>
<td>- Each delivery team member shall have access to a secure form of communication with the dispensary, such as a cellular telephone, at all times that the vehicle contains medical marijuana.</td>
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<tr>
<td>- Upon demand, each delivery team member shall produce an identification badge or card to the Department or its authorized agents, law enforcement or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties.</td>
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<tr>
<td>- Each delivery team member will have a valid driver’s license.</td>
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<tr>
<td>- While on duty, a delivery team member will not wear any clothing or symbols that may indicate ownership or possession of medical marijuana.</td>
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<tr>
<td>- Medical marijuana stored inside the transport vehicle may not be visible from the outside of the transport vehicle.</td>
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<tr>
<td>- A delivery team shall proceed in a transport vehicle from the dispensary, where the medical marijuana is loaded, directly to the medical marijuana organization, where the medical marijuana is unloaded, without unnecessary delays. Notwithstanding the foregoing, a transport vehicle may make stops at multiple facilities, as appropriate, to deliver medical marijuana.</td>
<td>☒ ☐</td>
</tr>
<tr>
<td>- Any vehicle accidents, diversions, losses, or other reportable events that occur during transport of medical marijuana must be immediately reported to the Department either through a designated phone line established by the Department or by electronic communication with the Department in a manner prescribed by the Department.</td>
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<tr>
<td>- The Department shall be notified daily of the dispensary’s delivery schedule, including routes and delivery times, either through a designated phone line established by the Department or by electronic communication with the Department in a manner prescribed by the Department.</td>
<td>☒ ☐</td>
</tr>
<tr>
<td>- A transport vehicle is subject to inspection by the Department or its authorized agents, law enforcement or other Federal, State or local government officials if necessary to perform the government officials’ functions and duties.</td>
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<tr>
<td>- A transport vehicle may be stopped and inspected along its delivery route or at any location.</td>
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</table>
any medical marijuana organization.

- If a third-party contractor is used, the contractor must comply with all the transportation requirements listed in the Act and regulations.

### B. Transport Manifest

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that the transport manifest (printed or electronic) that accompanies every transport vehicle will contain the following information and meet the following requirements:</td>
<td></td>
<td></td>
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<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
<td></td>
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<tr>
<td>The quantity, by weight or unit, of each medical marijuana harvest batch, harvest lot or process lot contained in the transport, along with the identification number for each harvest batch, harvest lot or process lot.</td>
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<tr>
<td>The date and approximate time of departure.</td>
<td>☒</td>
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</tr>
<tr>
<td>The date and approximate time of arrival.</td>
<td>☒</td>
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<tr>
<td>The transport vehicle’s make, model, and license plate number.</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>The identification number of each member of the delivery team accompanying the transport.</td>
<td>☒</td>
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</tr>
<tr>
<td>When a delivery team delivers medical marijuana to multiple medical marijuana organizations, the transport manifest must correctly reflect the specific medical marijuana in transit; each recipient will also provide the dispensary with a printed receipt for the medical marijuana received.</td>
<td>☒</td>
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<tr>
<td>All medical marijuana being transported must be packaged in shipping containers and labeled in accordance with §§ 1151.34 and 1161.28 (relating to packaging and labeling of medical marijuana; and labels and safety inserts).</td>
<td>☒</td>
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<tr>
<td>Separate copies of the transport manifest will be provided to each recipient receiving the medical marijuana product described in the transport manifest. To maintain confidentiality, a dispensary may prepare separate manifests for each recipient.</td>
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</table>
The applicant acknowledges that, upon request, a copy of the printed transport manifest, and any printed receipts for medical marijuana being transported, will be provided to the Department or its authorized agents, law enforcement, or other Federal, State, or local government officials if necessary to perform the government officials’ functions and duties.

PLEASE PROVIDE AN EXPLANATION OF ANY RESPONSES ABOVE THAT WERE ANSWERED AS A “No” AND HOW YOU WILL MEET THESE REQUIREMENTS BY THE TIME THE DEPARTMENT DETERMINES YOU TO BE OPERATIONAL UNDER THE ACT AND REGULATIONS:

Please limit your response to no more than 5,000 words.

C. PLEASE DESCRIBE YOUR PLAN REGARDING THE TRANSPORTATION OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS. FOR EXAMPLE, EXPLAIN WHETHER YOU PLAN TO MAINTAIN YOUR OWN TRANSPORTATION OPERATION AS PART OF THE FACILITY OPERATION, OR WHETHER YOU WILL USE A THIRD-PARTY CONTRACTOR. IF YOU CHOOSE TO USE YOUR OWN TRANSPORTATION OPERATION, PLEASE PROVIDE THE NUMBER AND TYPE OF VEHICLES THAT WILL BE USED TO TRANSPORT MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, THE TRAINING THAT WILL BE PROVIDED TO EMPLOYEES THAT WILL TRANSPORT MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, AND ANY ADDITIONAL MEASURES YOU WILL TAKE TO PREVENT DIVERSION DURING TRANSPORT. IF YOU WILL BE USING A THIRD-PARTY CONTRACTOR FOR TRANSPORTING MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, PLEASE EXPLAIN THE STEPS YOU WILL TAKE TO GUARANTEE THE THIRD-PARTY CONTRACTOR WILL BE COMPLIANT WITH THE TRANSPORTATION REQUIREMENTS UNDER THE ACT AND REGULATIONS:
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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Section 12 – Storage of Medical Marijuana

A. Storage Requirements

By checking “Yes” to any statement, you affirm that the plan of operation will address the below statements:

If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.

<table>
<thead>
<tr>
<th>Statement</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>There will be separate, locked, limited access areas for the storage of medical marijuana that is expired, damaged, deteriorated, mislabeled, contaminated, recalled, or whose containers or packaging have been opened or breached, until the medical marijuana is returned to a grower/processor, destroyed or otherwise disposed of, as required by § 1151.40 (relating to the management and disposal of medical marijuana waste).</td>
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<tr>
<td>All storage areas will be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds, and pests.</td>
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</tbody>
</table>
• A separate and secure area for temporary storage of medical marijuana that is awaiting disposal will be established.

**PLEASE PROVIDE AN EXPLANATION OF ANY RESPONSES ABOVE THAT WERE ANSWERED AS A “NO” AND HOW YOU WILL MEET THESE REQUIREMENTS BY THE TIME THE DEPARTMENT DETERMINES YOU TO BE OPERATIONAL UNDER THE ACT AND REGULATIONS:**

Please limit your response to no more than 5,000 words.

**B. PLEASE DESCRIBE YOUR PLANS REGARDING THE STORAGE OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS WITHIN YOUR FACILITY:**

[Redacted]
Section 13 – Labeling of Medical Marijuana Products

<table>
<thead>
<tr>
<th>A. Labeling Requirements</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that the applicant will implement a quality control process to ensure that the label does not bear any of the following:</td>
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<tr>
<td>If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
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<tr>
<td>- Any resemblance to the trademarked, characteristic or product-specialized packaging of any commercially available food or beverage product.</td>
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<tr>
<td>- Any statement, artwork or design that could reasonably lead an individual to believe that the package contains anything other than medical marijuana.</td>
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<tr>
<td>- Any seal, flag, crest, coat of arms, or other insignia that could reasonably mislead an individual to believe that the product has been endorsed, manufactured, or approved for use by any State, county or municipality or any agency thereof.</td>
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</table>
• Any cartoon, color scheme, image, graphic or feature that might make the package attractive to children.

Please provide an explanation of any responses above that were answered as a “No” and how you will meet these requirements by the time the Department determines you to be operational under the Act and regulations:

Please limit your response to no more than 5,000 words.

B. Please describe your process for creating and monitoring the labeling used for medical marijuana products:

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</table>
### Section 14 – Inventory Management

<table>
<thead>
<tr>
<th><strong>A. Electronic Tracking System</strong></th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>You acknowledge that you must use the electronic tracking system prescribed by the Department containing the requirements in section 701 of the Act (35 P.S. § 10231.701).</td>
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</tr>
<tr>
<td>You acknowledge that an electronic tracking system that is approved by the Department will be deployed to log, verify and monitor the receipt of medical marijuana product from a grower/processor, the verification of the validity of an identification card presented by a patient or caregiver, the dispensing of medical marijuana product to a patient or caregiver, the disposal of medical marijuana waste and the recall of defective medical marijuana.</td>
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<thead>
<tr>
<th><strong>B. Inventory Management</strong></th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>By checking “Yes” to any statement, you affirm that each dispensary will maintain the following inventory data in its electronic tracking system: If you check “No” to any statement, you must state the reasoning for doing so at the end of this section. If issued a permit, you must be able to affirm each statement by the time the Department determines you to be operational under the Act and regulations.</td>
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- Medical marijuana received from a grower/processor.  
- Medical marijuana dispensed to a patient or caregiver.
Pennsylvania Department of Health  
Medical Marijuana Dispensary Permit Application

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>• Damaged, defective, expired, or contaminated medical marijuana awaiting return to a grower/processor or awaiting disposal.</td>
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<tr>
<td>• Inventory controls and procedures will be established for the conducting of monthly inventory reviews and annual comprehensive inventories of medical marijuana at the facility.</td>
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<tr>
<td>• The written or electronic record will include the date of the inventory, a summary of the inventory findings, and the employee identification numbers and titles or positions of the individuals who conducted the inventory.</td>
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PLEASE PROVIDE AN EXPLANATION OF ANY RESPONSES ABOVE THAT WERE ANSWERED AS A “NO” AND HOW YOU WILL MEET THESE REQUIREMENTS BY THE TIME THE DEPARTMENT DETERMINES YOU TO BE OPERATIONAL UNDER THE ACT AND REGULATIONS:

Please limit your response to no more than 5,000 words.

C. PLEASE DESCRIBE YOUR APPROACH REGARDING THE IMPLEMENTATION OF AN INVENTORY MANAGEMENT PROCESS. THIS APPROACH MUST ALSO INCLUDE A PROCESS THAT PROVIDES FOR THE RECALL OF MEDICAL MARIJUANA PRODUCTS AND THE MANAGEMENT OF MEDICAL MARIJUANA PRODUCT RETURNS FROM YOU TO THE ORIGINATING GROWER/PROCESSOR:
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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Section 15 – Diversion Prevention

A. PLEASE PROVIDE A SUMMARY OF THE PROCEDURES THAT YOU WILL IMPLEMENT AT EACH PROPOSED FACILITY FOR THE PREVENTION OF THE UNLAWFUL DIVERSION OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, ALONG WITH THE PROCESS THAT WILL BE FOLLOWED WHEN EVIDENCE OF THEFT/DIVERSION IS IDENTIFIED:
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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Section 16 – Sanitation and Safety

A. PLEASE PROVIDE A SUMMARY OF THE INTENDED SANITATION AND SAFETY MEASURES TO BE IMPLEMENTED AT EACH PROPOSED FACILITY LISTED IN THE PERMIT APPLICATION. THESE MEASURES SHOULD COVER, BUT ARE NOT BE LIMITED TO, THE FOLLOWING: A WRITTEN PROCESS FOR CONTAMINATION PREVENTION, PEST PROTECTION PROCEDURES, MEDICAL MARIJUANA PRODUCT Handler RESTRICTIONS, AND HAND-WASHING FACILITIES.

Sanitation and Safety Plan

Lebanon Wellness has developed and will implement a set of written sanitation and safety standard operating procedures (SOPs) for contamination prevention, pest protection, handling of medical marijuana, and hand-washing facilities based on our real-world tested SOPs which will be adopted, and modified accordingly, from our medical marijuana affiliates licensed in Illinois, Nevada and Maryland.
Contamination Prevention and Pest Protection

In compliance with our SOPs, Lebanon Wellness will maintain our facilities in a sanitary condition in order to limit the potential for contamination or adulteration of the medical marijuana stored in or dispensed at the facility. Lebanon Wellness will ensure:

1) Trash will be properly removed at least once daily, and more often as necessary
2) Floors, walls, and ceilings will be kept in good repair
   a) Staff will inspect the interior of the facility as part of opening procedures and will immediately report to management any issues observed or suspected
   b) Upon notification of an issue, management will immediately repair the affected floor, wall, or ceiling
3) Adequate protection against pests will be provided through the use of integrated pest management (IPM) practices and techniques that identify and manage pest problems, and the regular disposal of trash to prevent infestation
   a) Staff will regularly inspect the premises for signs of pest infestation and will immediately report to management any issues observed or suspected
   b) When and where necessary, we will install door sweeps, utilize sticky traps, and apply safe pest prevention and management products
4) Toxic cleaning compounds, sanitizing agents, solvents and pesticide chemicals will be labeled and stored in a manner that prevents contamination of medical marijuana and in a manner that otherwise complies with other applicable laws and regulations

Equipment Sanitation

Lebanon Wellness will maintain the sanitation of all tools and equipment that may or has come in contact with medical marijuana to prevent contamination in accordance with approved SOPs. To ensure this, we will require all dispensary agents to be thoroughly trained on the sanitation policies and procedures, which have been adopted, and modified accordingly, from our medical marijuana industry affiliates. Protocol includes daily regular equipment cleaning and sanitation as part of opening and closing procedures with the goal of maintaining a clean, sanitary, and contamination-free dispensary reminiscent of a high-end pharmacy or medical office.

All equipment that may or has come in contact with medical marijuana during operations (e.g., scales, measuring devices, display cases, countertops, tables, re-packaging equipment, handling utensils, etc.) must be cleaned and sanitized at a minimum:

1) At the beginning of each business day
2) Immediately after coming in to contact with medical marijuana
3) At the end of each day

At the beginning and end of each business day, employees will be given a checklist of tools and equipment which need cleaning and/or sanitization. Items include:

1) Telephones
Employees must keep detailed logs of each instance of sanitation and record the appropriate information in our electronic recordkeeping system.

Dispensary agents will be trained to inspect each piece of equipment prior to use, particularly if such use involves contact with medical marijuana. If any equipment is suspected of being contaminated in a manner which cannot be cleaned or sanitized (i.e., it is unsalvageable and may pose a health and safety concern to patients/caregivers and staff), it must be immediately disposed and removed from the dispensary to mitigate the potential spread of contamination. Upon suspicion of such unsalvageable equipment, the dispensary agent must notify the dispensary manager who will oversee the subsequent disposal activities.

According to protocol, the dispensary manager will oversee all equipment contamination prevention procedures and will inspect the work of employees to ensure the goals of the dispensary are met.

**Facility Cleanliness**

Under the supervision of the dispensary manager, staff will be given a checklist of items which need cleaning and/or sanitization on daily, weekly, and monthly basis. As items are cleaned, the employee undertaking the task must initial the checklist next to the item(s) upon completion. Maintaining a clean, sanitary environment akin to a pharmacy or medical office will mitigate the risk of equipment contamination and reduce potential safety and health concerns related to patients, caregivers, and staff.

Lebanon Wellness will maintain the cleanliness of the dispensary building and all fixtures, safes, and vaults used to store or display medical marijuana products. To ensure this, Lebanon Wellness will require all dispensary agents to be thoroughly trained on the dispensary’s facility cleanliness policies and procedures, which have been adopted, and modified accordingly, from our medical marijuana industry affiliates. Protocol includes daily, weekly and monthly mandatory cleaning of the facility and all fixtures, safes and vaults. All areas of the dispensary, including all storage areas, must be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds and pests of any kind.

At the beginning and end of each business day, employees will be given a checklist of areas and items which need cleaning and/or sanitization. Items include:

1) Windows
2) Door knobs  
3) Welcome mats  
4) Countertops  
5) Chairs  
6) Vault room  
7) Quarantine room  
8) Lavatories  
9) Employee break room

Standard cleaning supplies will be used, including a light bleach solution or anti-microbial soap when appropriate. As items are cleaned, the employee undertaking the task must initial the checklist next to the item(s) once completed. Employees must keep detailed logs of each instance of maintenance/cleaning and record the appropriate information in our electronic recordkeeping system.

Staff will also clean the reception area, waiting area, service area, and all common areas of the facility which typically endure heavy traffic. Employees will sweep the floors and sidewalk adjacent to the entryway. Rubbish must be discarded regularly (at least once daily, and more often as reasonably necessary to assure a clean, healthy, and professional environment).

At least once a week, employees will be given a checklist of items which need enhanced attention when cleaning and/or sanitizing. Items include:

1) Components of the security system (i.e., cameras, alarms, card swipes, etc.)  
2) Office areas  
3) Employee break room  
4) Vault room (including all safes and other equipment used to store medical marijuana)  
5) Quarantine room  
6) Surveillance room  
7) Other areas of the facility which have relatively less traffic.

As items are cleaned, the employee undertaking the task must initial the checklist next to the item(s) once completed. Employees must keep detailed logs of each instance of maintenance/cleaning and record the appropriate information in our electronic recordkeeping system.

At least once a month, employees will be given a checklist of items which need more intensive attention when cleaning and/or sanitizing. Items include the exterior facade of the building. As items are cleaned, the employee undertaking the task must initial the checklist next to the item(s) once completed.

According to protocol, the dispensary manager will oversee all maintenance, cleaning and sterilization activities and will inspect the work of employees to ensure the goals of the dispensary are met. Moreover, the dispensary manager will review maintenance/cleaning logs for accuracy and retain them for safekeeping.
Inventory Quality Assurance Inspections

To ensure medical marijuana arrives to our dispensary free of contamination, receiving agents must strictly adhere to Lebanon Wellness’s receiving policies and procedures, particularly the required redundant inspections of all items shipped (e.g., as items are unpacked during delivery, as items are logged into the electronic inventory and recordkeeping system, as items are entered into the Pennsylvania Department of Health’s (the Department) electronic tracking system, as items are transferred to the vault room and placed into storage within a safe, etc.) and will also review independent laboratory testing results for all products delivered with a particular concern for information regarding contamination and purity.

Medical marijuana will be re-inspected for quality assurance purposes often, including when items are:

Product Quarantine

Upon identifying or receiving any returned, unfit (including but not limited to expired, damaged, deteriorated, mislabeled, or contaminated products), and/or recalled medical marijuana products, the dispensary manager will be notified immediately and the secure transfer of such returned, unfit, and/or recalled products to the quarantine room will commence. Authorized agents tasked with quarantine transfers will:

- Inspect all quarantined products and product packaging to assess:
  - The integrity of the containers
  - The likelihood of the spread of contamination to our facility or other inventory
  - Any other health, sanitation, safety, or security threats posed by such products
- Update our electronic inventory tracking system reflecting the transfer of the products to the quarantine room
- Update the Department’s electronic tracking system, if applicable

Once the above has been confirmed, the authorized agents will immediately transfer all returned, unfit, and/or recalled products to the access-controlled quarantine room and carefully place the affected items in the appropriately designated commercial-grade TL30 safe or secure, lockable air-tight storage bin for safe storage of the quarantined products. These safes and storage bins will be utilized as single-purpose, dedicated units for the secure storage of specific types of quarantined products, and will be labeled accordingly (e.g., there will be a safe/bin specifically dedicated for recalled products, a safe/bin specifically dedicated for expired products, a safe/bin specifically dedicated for contaminated products, and so on). The purpose of this segregation system is to:
1) Allow for a proper investigation or examination of the products without risk of confusion, cross-contamination, or other concerns which could affect the integrity of an investigation or examination
2) Facilitate the organization of the storage area
3) Facilitate the accuracy and integrity of any recall activities and related recordkeeping
4) Facilitate the orderly destruction, disposal, and removal of unsalvageable medical marijuana products.

All quarantine product transfer procedures will be handled by a minimum of 2 authorized agents and will be conducted in the presence of security agents and within the view of our recording surveillance system. Agents effectuating the quarantine procedures must wear appropriate protective gear (e.g., pharmaceutical-grade nitrile gloves, eye goggles, smocks/lab coats, etc.). Once a quarantine product transfer has been completed, authorized agents will:

1) Exit the quarantine room ensuring the door has been fully closed, secured, and locked
2) Update the MJ Freeway system with all actions taken to the products, and
3) Immediately notify the dispensary manager and security manager that all quarantined products have been safely transferred to the quarantine room

Once in quarantine, products will be subject to further investigation, examination, and testing by authorized staff. Quarantine products will remain in the quarantine room until such products are either:

1) Salvaged (based strictly on the results of any investigation, examination, and/or testing and the nature and reason for the quarantine)
2) Returned to the grower/processor who manufactured such products, or
3) Destroyed or otherwise disposed of in accordance with 28 PA Code §1151.40 (relating to disposal of medical marijuana).

Note, returned products may never be re-dispensed to another patient or caregiver under any circumstances.

Staff Hygiene
All dispensary employees will be required to come to work in a clean and hygienic manner. Staff will be required to frequently wash their hands, particularly after handling medical marijuana, handling equipment coming into contact with medical marijuana, coming into contact with a patient, caregiver, or any other person, and after eating or using the restroom. Employees failing to follow hygienic protocol may be subject to suspension or termination. The hygiene policy will help ensure a safe, sanitary, sterile, contamination-free dispensary environment.

All uniforms and work attire must be clean and free of dirt, debris, dust, and the like. Notably, Lebanon Wellness intends to issue uniforms to employees which will be professionally cleaned on a regular basis to ensure their cleanliness and professional appearance. Staff found
wearing soiled uniforms or work attire will be asked to immediately rectify the issue and may be sent home by management for failure to do so.

OSHA Compliance

The health and safety of all employees is of paramount importance to Lebanon Wellness. Therefore, we require absolute compliance with all applicable Occupational Safety and Health Administration (OSHA) standards, including the General Duty Clause of the OSH Act which requires employers to keep their workplace free of serious recognized hazards, to assure a safe and healthful workplace.

In accordance with our SOPs, Lebanon Wellness will ensure our employees are accorded a suitable workplace environment free from recognized hazards that may cause death or serious physical harm. In doing so, we will comply with occupational safety and health standards promulgated under the OSH Act of 1970.

Lebanon Wellness expects each employee to comply at all times with occupational safety and health standards and all rules, regulations, and orders issued pursuant to the OSH Act which are applicable to his or her own actions and conduct. To facilitate, we will provide sufficient employee training, written SOPs, and written guidelines, as applicable, so all staff is knowledgeable about and can maintain compliance with these standards.

Notably, in accordance with Section 11(c) of the OSH Act, Lebanon Wellness does not discriminate against our dispensary agents for exercising their rights under the OSH Act. These rights include filing an OSHA complaint, participating in an inspection or talking to an inspector, seeking access to employer exposure and injury records, reporting an injury, and raising a safety or health complaint with the employer.

Injury and Illness Prevention

Lebanon Wellness will require dispensary agents to report to a supervisor any personal health condition that might compromise the cleanliness, sanitation, integrity, safety, or quality of our dispensary facility or the medical marijuana products the dispensary agent might handle, or that might impact the health and safety of patients, caregivers, visitors, or other staff members. To ensure this, Lebanon Wellness will require all agents to be thoroughly trained and tested on the dispensary’s retail pharmacy inspired SOPs, including ensuring a clean and sanitary workplace akin to a high-end pharmacy or medical office. All illnesses and health conditions reported will be treated with extreme precaution. Employees will never be reprimanded for disclosing a health condition to a supervisor.

When notified, supervisors will in turn notify the dispensary manager and the on-site pharmacist, physician, or other licensed healthcare professional of the circumstances of the employee’s health condition. Collectively, the dispensary manager and the onsite healthcare professional will use their best judgment to protect the interests of the dispensary, always erring on the side of caution. Optional action plans include:
− Addressing the situation to eliminate the possibility of a cleanliness or quality issue with medical marijuana which might be handled by the employee (such as providing gauze or a band-aid in case of a minor cut)
− Segregating the employee from interacting with other persons and prohibiting them from handling medical marijuana
− Sending the subject employee home for the day to rest
− Advise the subject employee visit the emergency room or medical specialist

If the condition is more serious, the subject employee will be asked to refrain from returning to the dispensary until cleared by a physician.

Upon any instance of a reported health condition, the employee’s personnel file will be updated by the Human Resources Department for historical recordkeeping purposes.

**Medical Marijuana Product Handler Restrictions**

Lebanon Wellness employees specifically working in direct contact with medical marijuana will additionally be subject to the restrictions on food handlers specified in 28 Pa. Code §27.153 (relating to restrictions on food handlers). Employees must conform to best hygiene and sanitary practices (inspired by the retail pharmacy industry) while on duty, including:

- Maintaining adequate personal hygiene
- Washing hands thoroughly in an adequate hand-washing area before starting work and at any other time when hands may have become soiled or contaminated, and at all times before dispensing medical marijuana to a patient or caregiver

Those employees failing to follow medical marijuana product handler restrictions may be subject to suspension or termination.

**Hand Washing Facilities, Lavatories, and Other Local Building Code Requirements**

Lebanon Wellness will provide our employees, patients, caregivers, and visitors with adequate and convenient hand-washing facilities furnished with running water at a temperature suitable for sanitizing hands. Such hand-washing facilities will be located within adequate, readily accessible lavatories that are maintained in a sanitary condition and in good repair. Effective non-toxic sanitizing cleansers and sanitary towel service or suitable hand drying devices will be provided.

Additional hand-washing facilities will be located within the dispensary where good sanitary practices require employees to wash and sanitize their hands (e.g., in the employee break room).
Notably, Lebanon Wellness dispensaries will comply with all other applicable state and local building code requirements and will be ADA compliant.

Medical and Safety Emergencies
Lebanon Wellness will ensure all employees are properly trained to quickly recognize and handle a variety of emergency situations that may arise at the workplace, including but not limited to medical emergencies, fires, severe weather, chemical spills, and so on. To facilitate any actions taken to address an emergency situation, our dispensaries will be equipped with:

- First aid kits
- CPR instructional posters and materials
- Signage identifying the contact information for the closest emergency responders and hospital systems
- Smoke and carbon dioxide detectors (hardwired with battery backup power)
- Fire extinguishers
- Fire alarms
- Posters identifying the quickest escape routes from the facility in the event of a fire or other life threatening emergency

Notably, the dispensary manager will ensure that an adequate number of dispensary agents have advanced occupational first aid training and that at least one such trained employee is on duty during all hours of operation. To ensure staff adequately internalize our emergency response plans, management will conduct regular unannounced fire and other emergency drills throughout the year.

Sanitation and Safety Training
Lebanon Wellness will require all dispensary agents to be thoroughly trained on our sanitation and safety policies and procedures. Initial training begins upon hire and takes approximately 7-10 days to complete. All staff must complete initial training prior to commencing work.

Our training program comprises a series of classes, videos, workbooks, manuals, and one-on-one sessions to ensure compliance with dispensary rules, policies and procedures, sanitation and safety measures, Pennsylvania law and regulations, and job requirements and responsibilities. We will ensure trainees retain all pertinent information using multiple choice, open-ended question, and/or oral examinations upon the completion of each training session. Employees need to score at least a 75% in each subject before being permitted to work. As each examination has been successfully passed, trainees will be issued a certificate verifying mastery of the subject, a copy of which will be retained by the Human Resources Department for safekeeping.

At least once annually, staff must attend refresher training courses, including at least 1 hour of refresher training on sanitation and safety protocol. Failure to attend annual refresher training will be grounds for suspension and possible termination.
Sanitation and safety training topics include:

- Contamination prevention measures
- Contamination remediation measures
- Quarantine procedures
- IPM techniques
- Equipment maintenance, cleanliness, and sanitation procedures
- Facility maintenance, cleanliness, and sanitation procedures
- Waste and rubbish removal policies
- Inventory quality assurance inspection procedures
- Employee hygiene policy
- Proper hand-washing techniques
- Medical marijuana handler restrictions, including applicable food handler restrictions
- Product handling and storage
- Injury and illness prevention policies
- Emergency response procedures
- First-aid and CPR techniques
- OSHA compliance

Dispensary agents will be trained to keep in mind that the health and safety of patients/caregivers and staff takes priority over all else.

Section 17 – Recordkeeping

A. Please provide a summary of your recordkeeping plan at each proposed facility listed in the permit application. This plan should cover, but is not limited to, records of inventory and all dispensing transactions:

Recordkeeping Processes and Policies
Lebanon Wellness will use established recordkeeping procedures designed and implemented by our medical marijuana industry affiliates in Illinois, Nevada and Maryland, to create and maintain all reports, records, logs, recordings, and other important business data, information, and documentation. In accordance with protocol, we will create and maintain written and/or electronic records, as appropriate, and securely store them for a period of at least 4 years.
Electronic Recordkeeping Software

To generate and maintain electronic records, including but not limited to inventory and sales transaction records, Lebanon Wellness will utilize the MJ Freeway inventory tracking and recordkeeping software system (or a similar system capable of integrating with the Pennsylvania Department of Health’s (the Department) electronic tracking system). MJ Freeway is a widely utilized, proprietary seed-to-sale inventory tracking and recordkeeping system currently used by our medical marijuana industry affiliates.

MJ Freeway has the capability to track products from receipt from a grower/processor through the entire dispensing process, allowing for accurate real-time inventory records. Upon entering a product into the system, a unique product number will be issued for tracking and recordkeeping purposes. All actions taken to inventory as whole, by grouping, or by individual product will be digitally recorded for instant and long-term analysis purposes. Moreover, detailed sales records can be stored for several years. MJ Freeway also allows us to create precise inventory records at a moment’s notice, so any discrepancies or breaks in the chain of custody will become immediately apparent, igniting swift corrective action measures to investigate and resolve issues.

Generally, we will use MJ Freeway to track and record all actions related receiving, packaging, labeling, handling, transferring, transporting, storing, stocking, disposing, returning and recalling medical marijuana products in accordance with all applicable laws, rules, and regulations. In compliance with 28 PA Code §1161.32, Lebanon Wellness dispensaries will maintain the following inventory data, among other information, in our internal electronic tracking system:

- Medical marijuana received from a grower/processor
- Medical marijuana dispensed to a patient or caregiver
- Damaged, defective, expired, or contaminated medical marijuana awaiting return to a grower/processor or disposal

All entries into the MJ Freeway system will include the unique employee identification number of the staff member taking the relevant action so that we know who is/was responsible for each step in our integrated processes. All appropriately authorized staff members will be thoroughly trained in the use and functionality of the MJ Freeway software system to ensure the accuracy and integrity of our electronic recordkeeping system.

Records and Record Retention

Lebanon Wellness will adopt best security practices developed and implemented by our medical marijuana industry affiliates in regards to records storage, including but not limited to surveillance footage, security records, patient records, sales records, inventory records, and other business records.
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

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Human Resources Records
Lebanon Wellness’s Human Resources Department will retain records of job applicants and employees, including but not limited to job applications, signed registration forms, signed employment agreements, State and Federal criminal background reports, annual reviews, initial and refresher training certificates of completion, etc., in accordance with our Human Resources policies. Human Resources will also retain electronic and hardcopy versions of all training materials and attendance records for at least 4 years. All employee files and other relevant records will be made available for inspection by the Department upon request.

Diversity Plan Records
Lebanon Wellness is committed to our diversity plan and will keep accurate records to ensure its implementation, ongoing improvements where needed, and reporting. We will maintain applicant and employment records that reflect recruiting activities, the number and characteristics of applicants and employees, and our employment practices, such as hires, transfers, promotions, compensation decisions, and terminations. This includes maintaining applicants’ voluntary self-report form on race, ethnicity, and veteran, veteran-disabled, and disability status. This information will help us analyze whether we are attracting a diverse pool of applicants.

Additionally, Lebanon Wellness will keep materials evidencing our affirmative action efforts. This includes items such as copies of documents that indicate employment policies and practices, copies of letters sent to suppliers and vendors stating the EEO/affirmative action policy, copies of letters sent to recruitment sources and community organizations, and copies of contract language incorporating the regulatory equal opportunity clauses 41 CFR 60-1.4, 60-300.5, and 60-741.5.

Furthermore, Lebanon Wellness will maintain documentation of the following as part of our internal AAP/EEO auditing and recordkeeping system:

1) An applicant flow log showing the name, race, sex, date of application, job title, interview status, and the action taken for all individuals applying for jobs
2) Log of job offers, hires, promotions, resignations, terminations, and layoffs by employment category, gender, and diversity group
3) Employment applications
4) Compensation records

Lebanon Wellness will report on the participation level, by percentage, of diverse groups as owners, managers, staff, contractors, and professional service providers. These reports will include reports on promotions and advancements of individuals who are members of diverse groups, along with dollar amounts contracted to businesses representing diverse groups. These reports will be in addition to anything explicitly required by the state.
Inspections, Servicing, Alteration, and Maintenance Records

Lebanon Wellness will conduct maintenance inspections at least once every month to ensure all tools and equipment are in good working condition and that any repairs, alterations or upgrades to the alarm, security, and surveillance systems are made for the proper operation of the systems. Staff will keep written logs of all maintenance activities performed which record the dates, times, affected equipment, actions taken, and the name and employee identification number of the agent performing the maintenance. We will retain records of all inspections, servicing, alterations, and upgrades performed on the systems for at least 4 years and will make the records available to the Department and its authorized agents within 2 business days following a request.

Pursuant to standard operation procedures (SOPs), Lebanon Wellness will also maintain an accurate log recording the calibration of dispensing equipment, the maintenance of dispensing equipment, and the cleaning of dispensary equipment. Dispensary agents will be properly trained on calibration and recordkeeping protocol.

Patient/Caregiver Records

In accordance with Lebanon Wellness check-in procedures, only those patients/caregivers who: (a) present current and authenticated identification documents, including a current government-issued identification card, Department-issued patient or caregiver identification card, and practitioner-issued patient certification documents with matching information, (b) have been verified in the Department’s database by authorized staff, and (c) have not already received their full allotment of medical marijuana (as determined by a review of the physician certification against the patient’s purchasing history records in the state’s database and our own internal inventory tracking program) may qualify to be dispensed medical marijuana products, so long as such dispensation does not exceed state-mandated or physician-mandated quantity limits. Upon each patient/caregiver’s first visit to our dispensary, a HIPAA compliant patient/caregiver file will be created which will contain:

1) Completed patient/caregiver intake forms
2) Signed releases, authorizations, acknowledgements, and other important legal documentation
3) Copies of all identification documents provided to the dispensary
4) Copies of the practitioner certification (including copies of all certification renewals)
5) Notes on special accommodations or treatment requested for the patient/caregiver

Upon the conclusion of our patient/caregiver check-in process, authorized dispensary agents must accurately update the state’s electronic tracking system with relevant information related to the visit (e.g., the time and date of the visit) using a computer or a portable tablet with internet connectivity assuring access to the database. Staff must also update the organization’s own HIPAA compliant, MJ Freeway electronic recordkeeping system with the pertinent information.

Patient/caregiver records will be updated upon each visit to our dispensary and will include all attempted and successful dispensations.
Dispensing Transaction Records

Prior to any dispensation, the service area agent will re-confirm (a) that the products ordered are compliant with any recommendations, requirements, or limitations set forth in the patient’s practitioner-issued certification, and (b) the quantity ordered does not exceed state-mandated or physician-mandated quantity limits by reviewing the patient’s purchasing history records in the state’s database and our own internal inventory tracking program. If the order is lawful, the agent will inspect each product’s packaging and labeling to ensure integrity and compliance with Pennsylvania law, then complete the dispensation process and accept payment.

Upon the successful completion of the transaction, the agent will issue a transaction receipt then access and update the patient certification in the Department’s electronic tracking system with information recorded on the receipt, including:

1) The name, address, and permit number assigned to Lebanon Wellness
2) The name and address of the patient and, if applicable, the patient’s caregiver
3) The date and time of dispensation
4) Any requirement or limitation noted by the practitioner on the patient’s certification as to the form of medical marijuana that the patient should use
5) The quantity, type, and form of medical marijuana dispensed
6) Any other required data, including all information found on the applicable transaction receipt

In accordance with 28 PA Code §1161.23(d), except as provided in Sections 2001-2003 of 35 P.S. §§10231.2001-10231.2003, applicable staff will destroy any paper copy of the patient certification or delete any electronically recorded patient certification stored on the dispensary’s network, server, or computer system as the result of a transaction after the receipt relating to that transaction has been filed with the Department through its electronic tracking system.

Upon each completed transaction, Lebanon Wellness will update the Department’s electronic tracking system with the information contained on the dispensation transaction receipt, thereby ensuring real-time, accurate information on patient/caregiver dispensing activities are readily available to system users. If applicable, the agent will also update the Department’s electronic tracking system with any recommendations as to the form or dosage of medical marijuana that is provided. Thereafter, the dispensary agent will record identical information in MJ Freeway. All information recorded into the two systems must match.

If a patient/caregiver attempts to acquire an unauthorized or non-compliant quantity of products, staff must deny the attempted transaction. Upon each instance of denial of service, staff will update the state’s electronic tracking system as well as Lebanon Wellness’s internal patient records.

Visitor Records

Generally, only authorized employees, patients/caregivers, and the Department or its
authorized agents, or other Federal, State, or local government officials performing their official functions and duties may enter our dispensaries. When admitting a visitor, Lebanon Wellness will require the visitor to sign a visitor log upon entering and leaving the limited access area. The dispensary will maintain the visitor log in digital and hard copy for 4 years and make the log available to the Department, State or local law enforcement and other State or local government officials upon request if necessary to perform the government officials’ functions and duties. The log will include:

1) Full name of each visitor
2) Visitor identification badge number
3) Time of arrival
4) Time of departure
5) Purpose of the visit
6) Name and employee identification number of the assigned escort
7) List of all areas visited
8) Name of each employee visited

A copy of the visitor’s identification documents will be affixed to the visitor log and stored for recordkeeping purposes.
Product Receiving Records
Lebanon Wellness will implement standard operating procedures (SOPs) compliant with Pennsylvania’s Medical Marijuana Act and regulations, which will assure the integrity of the recordkeeping system in relation to product receiving. Dispensary receiving agents must record all confirmed deliveries of medical marijuana and all actions taken related to the receiving procedure in the MJ Freeway electronic recordkeeping system, including but not limited to:

- The name and unique identification number of the dispensary manager or security manager overseeing the receiving activity
- The name and unique identification number of all employees participating in the receiving activity
- Visitor log identifying all transport agent names and registration numbers who were responsible for the delivery (which will be maintained and stored with a photocopy of all identification documents provided to security)
- A copy of the transport manifest
- Confirmation that the physical audit of shipped products matches the transport manifest
- Any discrepancies between the physical audit and the transport manifest, including all remediation actions and investigations taken
- The results of each packaging/labeling quality assurance inspection
- Each accepted medical marijuana product, including all identifying information
- The date and time of commencement of the receiving procedures
- The date and time the dispensary took custody of the products
- A copy of the delivery transaction receipt

Upon the successful conclusion of receiving activities, receiving agents will:

- Ensure all new products have been successfully entered into our MJ Freeway inventory tracking and recordkeeping system with a unique product identification number
- Enter all pertinent product information in the Department’s electronic tracking system
Once the above has been confirmed, receiving agents will re-enter the interior of the dispensary and immediately transfer all new products to the appropriate safe (or locking refrigerator or freezer, as applicable) within the secure vault room. As products are placed into storage, they will be carefully accounted for and inspected again to guarantee they are suitable for dispensation to patients/caregivers.

Once a new product transfer has been completed, receiving agents will again update the MJ Freeway system with all actions taken to the products. The dispensary manager will compare the completed inventory reports against the transport manifest to ensure the accurate entry of all received products in the inventory control system.
Recalls and Returns Records
Lebanon Wellness will notify the Department and the grower/processor immediately upon becoming aware of any complaint made to the dispensary by a patient, caregiver or practitioner who reports an adverse event from using medical marijuana dispensed by Lebanon Wellness dispensary. The dispensary shall cease dispensing the affected medical marijuana and coordinate the return of the recalled medical marijuana with the grower/processor. All information related to the recall, including all steps taken to transfer products, will be recorded in MJ Freeway, including:

1) A copy of the complaint
2) The name, address, permit number of the originating grower/processor who manufactured the affected product
3) The name, product type, quantity, and unique product identification numbers of all recalled products
4) Nature of the recall or complaint
5) The name, contact information of the purchasing patient/caregiver, and date of dispensation
6) The date and time of any returned products
7) The date and time of the product transfer to the quarantine room
8) The name and identification number of all employees participating in any recall or product transfer activity
9) If applicable, the date and time of product pickup from or transportation to the originating grower/processor for purposes of destruction and disposal, including the employee identification numbers of all staff participating in each step of the pickup/transportation activities
10) If applicable, the date and time of product destruction and/or disposal, including the method of destruction/disposal and the employee identification numbers of all staff participating in each step of the destruction/disposal activities.

Upon identifying or receiving any returned, unfit (including but not limited to expired, damaged, deteriorated, mislabeled, or contaminated products), and/or recalled medical marijuana products, the dispensary manager will immediately update the Department’s electronic tracking system.

If applicable, Lebanon Wellness will have all recalled, returned, or otherwise unfit medical marijuana transported back to the originating grower/processor. All medical marijuana handled in these circumstances must be continuously tracked using MJ Freeway.

**Business Records**

In accordance with 28 PA Code §1161.29 as well as industry best practice, Lebanon Wellness will create and maintain the following business records:

- Employment policies and procedures
- Facility rules, guidelines, and policies
- Training materials
- Employment handbooks, manuals, and other documents
- Security policies and procedures, including:
  - Staff identification measures
  - Monitoring attendance of staff and visitors
  - Alarm system plan
  - Video surveillance plan
  - Monitoring and tracking inventory
  - Personnel security
- Policies and procedures for receiving, packaging, labeling, handling, tracking, transporting, storing, disposing, returning, and recalling products containing medical marijuana in accordance with all applicable laws, rules, and regulations
- Workplace safety policies and procedures
- Maintenance, cleaning, and sanitation policies and procedures for the site, facility, tools, and equipment
- Inventory maintenance and reporting procedures
- Policies and procedures to investigate complaints and potential adverse events from other medical marijuana organizations, patients, caregivers, or practitioners
- The use and functionality of the electronic tracking system prescribed by the Department
- Other plans of operation
- Annual budgets, financial forecasts, and other business planning reports
- Transaction and sales records
- Expenses and expenditures records
- Inventory audit records, both internally and independently produced
- List of all current management and employees, including a separate list of all employees permitted to access any security and surveillance areas
- List of all company vendors, contractors, consultants, and permitted grower/processor manufacturers
- All notices and written communications with the Department
- Other business records used in the operation of our dispensaries

All business records, including full and complete plans of operation, will be made available to the Department upon request and during any inspection of our sites and facilities.

Other Records, Logs, and Reports
Lebanon Wellness will maintain many other records, logs, and reports which are not identified above, including but not limited to:

- Employee access logs, including the dates, times, and identities of those who entered/exited the dispensary itself and those who entered each restricted-access area within the dispensary
- Facility and equipment maintenance, sanitation, and cleaning logs
- Quarantine transfer logs and inspection reports
- Product destruction and disposal records, including date, time, and method of destruction/disposal (if applicable)
- Security incident reports, including:
  - Reports of attempted breaches/break-ins
  - Reports of vandalism, theft, violence, and other crimes
  - Reports of the expulsion of persons from the premises
  - Smoke, fire, and other alarm notifications
  - Copies of police reports related to any event taking placing on the site
  - Diversion and other criminal activity internal investigatory reports, including preliminary reports, 7-day follow-up reports, and final reports written within 30 days of the applicable incident
  - Inventory discrepancy reports
- Loss of power reports
- Reports of emergency events (e.g., fire, flood, other natural disasters)
**SECTION 18 – ORGANIZATIONAL STRUCTURE**

<table>
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<tr>
<th>Applicant’s Form of Organization</th>
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<tr>
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<td>☐ C-Corporation</td>
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<tr>
<td>☐ Sole Proprietorship</td>
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<td>☐ Limited Liability Limited Partnership</td>
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**Applicant’s Organization Documents**

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<thead>
<tr>
<th>State of Incorporation or Registration: Pennsylvania</th>
<th>Date of Formation: 12/01/2016</th>
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<tr>
<td>Business Name on Formation Documents: Lebanon Wellness Center LLC</td>
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**Applicant’s Identification Numbers**

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<tr>
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<th>81-5067771</th>
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<td>PA Unemployment Compensation Account Number:</td>
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<td>PA Department of Revenue Tax number (if applicant is currently doing business in Pennsylvania):</td>
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</tr>
<tr>
<td>PA Workers’ Compensation Policy Number (if applicant is currently doing business in Pennsylvania):</td>
<td>n/a</td>
</tr>
</tbody>
</table>

The applicant affirms that workers’ compensation insurance will be obtained by the time the Department determines you to be operational under the Act and regulations. ☒ Yes ☐ No

**SECTION 19 – BUSINESS HISTORY AND CAPACITY TO OPERATE**

Describe your business history and your ability and plan to maintain a successful and financially sustainable operation:

—

Lebanon Wellness is a women-owned, family oriented business interested in bringing greater health and wellness to the City of Lebanon and its border counties of Lancaster, Berks, Dauphin and Schuylkill; Gettysburg and Adams County; and Altoona and its nearby boroughs of Hollidaysburg, Duncansville Bellwood and Newry, adjacent townships Logan, Allegany, Blair, Frankstown, along with Tyrone and Blair County.

Much of our leadership has been personally compelled to enter or support the medical marijuana industry as a result of their own battles with cancer including breast cancer and Hodgkin’s Disease. Others were inspired by a firsthand view of children suffering from...
illnesses. Our leadership and ownership are overwhelmingly Pennsylvania natives raising families and running small businesses in Pennsylvania. All have histories of community engagement and charitable support. Many are employers themselves, including some who make a point of ensuring their own employees are local residents and representative of diverse groups. Together this team brings the experience needed to own and operate a medical marijuana dispensary in the Commonwealth.

**Business Best Practices**

Recognizing the complexity of medical marijuana, we have chosen to partner with successful operators in states with existing legal medical marijuana programs. These partners own and operate dispensaries and grower/processor facilities in other states that have some of the most restrictive laws with respect to medical marijuana operations and oversight. These affiliates include Nevada Natural Treatment Solutions, Zen Leaf Dispensary in Nevada, Maryland Natural Treatment Solutions and Progressive Treatment Solutions in Illinois. We sought operator affiliates that are able to meet the most restrictive regulations to ensure the highest level of standards for our operations.

Also key to the selection of these affiliates, these dispensaries have designed inviting and secure facilities to ensure patients are in a comfortable environment given that many who visit them will be suffering from debilitating diseases. They have also developed and deployed extensive patient outreach and education programs that have already educated thousands of people on treatments, benefits and safe and legal delivery methods.

**Available Capital**

Lebanon Wellness will have access to up to [DOH REDACTED] upon award of a permit. While we anticipate start-up and pre-profit operations will require much less, this amount assures proper capitalization is available to facilitate the full development of the new operation. With visibility into cost and operational structures of four existing medical marijuana operations in other states for comparison, we believe that we are providing sufficient and even surplus capital to ensure an expedited construction schedule and operational success.

**Business History and Experience**

Our experienced team consists of medical professionals and experts in a number of occupations including a CEO, COO, CFO, and CMO. We have respected leaders in operations management, marketing, finance, dispensing, pharmaceutical, security, real estate, quality control, retail, quality assurance, media, transportation, and medical marijuana research.

Our team, through our real estate holdings, has assisted in the deterrent of crime in Lebanon by installing exterior surveillance on our buildings and providing video to local law enforcement when required. Our security manager is involved with the security installation, management, and monitoring of numerous locations throughout Pennsylvania. We have team members experienced in advanced fingerprint and retina technology.
We have over 400 years of combined business experience in the Lebanon community. As business owners and managers we are seasoned veterans in all aspects of business. Our group is commonly sought out to offer our expertise in seminars, presentations, CEO forums, educational and strategic planning for a number of City, State and National programs.

Dr. Kibibi Gaughan, M.D., Chief Executive Officer, brings medical expertise. She is a physician at Wellspan Family Medicine and Medical Director for Wellspan Good Samaritan Hospital Home Health in Lebanon. She earned her M.D. at American University of the Caribbean and successfully completed her Family Medicine residency at UMass Memorial hospital. She holds Medical Licensure/Certification in Family Medicine-Board Certified 12/2008, Pennsylvania License-Full, Unrestricted 8/2010, Florida License-Full, Unrestricted 11/2008, Massachusetts License-Full, Unrestricted 11/2008, 2013, ECFMG Certification 10/2002, Basic Life Support 2009 and Advanced Life Support Obstetrics 2006-2011. Her extensive teaching and academic activities include Practice Improvement Projects and Residency Curriculum as well as presentations in Post-Partum Hemorrhage, Arthritis, Hypertension and Infertility. In addition, she sees patients of all ages who are in pain but are unable to tolerate prescription medication – many of whom would benefit greatly from medical marijuana.

Raymond DeMaio, M.D., Chief Medical Officer, brings expertise in business ownership and management. He is an ophthalmologist trained at the Penn State Hershey Medical Center. For the past 20 years, he has worked in Lebanon, Pennsylvania. He is the majority owner of Bouquet Mulligan DeMaio Eye Professionals, a $6 million per year business with offices in Cleona and Elizabethtown, PA. Active in the local eye care community, he provides free eye examinations for patients referred to the office by the local free medical clinic. He is interested in offering glaucoma patients a possible legal medical marijuana treatment option, especially when they are failing the existing forms of treatment.

Robert Kemp, Chief Operations Officer, brings expertise in business start-up, ownership and management, transportation and logistics. He is President and Founder of K&R Sales Inc. and DRT Transportation LLC. He currently is the managing partner for both enterprises, which are among the nation’s fastest growing 3PLs in INC. Magazine’s annual list. K&R Sales provides 3PL Sales support for midsize transportation companies thru its national sales platform. DRT Transportation provides Truckload, LTL and Intermodal solutions throughout all 50 states, Canada, and Mexico. DRT Logistics, a sister company, is also an asset owning IMC. Prior to his current role, Rob founded a regional LTL carrier and a Northeast Truckload operation. He spent time in his early years as a Vice President at New Penn Motor Express, as well as time at Roadway and Saia Motor Freight. Rob currently serves on the Transportation Intermediaries Association Services Board as Treasurer, and the National Industrial Transportation League (NITL) Board. He is a member of the Pennsylvania Society and President of his local Lions Club.

Brian Amerman, Chief Financial Officer, is a business owner in Lebanon. He brings expertise in financial management, accounting, business management, human resources. After graduating from Penn State
University, he worked for what is now called Ernst and Young in Baltimore. After five years, in 1988 he and his father bought a small accounting practice in Lebanon and he has been self-employed and managing the practice ever since. He has 10 employees and specializes in accounting and tax work for a variety of small businesses. He also helped found and later sell an Internet business that was known as SunLink.

Maria Dickie, Dispensary Manager/Pharmacist, brings expertise in pharmacy. She has been a licensed pharmacist for 25 years. She fills prescriptions and provides patient education on medications. Many people she sees suffer from chronic pain, mental and physical anomalies and often terminal illnesses and is interested in the benefits of legal medical marijuana.

Charles H. Kinloch, Quality Control Manager, brings nearly 20 years of expertise in Statistical Process Control (SPC), quality measures, quality control and quality assurance for complex technical products. Charles began his career at the steel foundry Quaker Alloy and 17 years later advanced to position of President. Quaker Alloy had a reputation of producing high quality castings in carbon steel and stainless steel for the nuclear, railroad, chemical and power-generation industries. Charles was initially hired as an Ultrasonics Technician and progressed through other quality control departments inclusive of Radiography, Non Destructive Examination - Magnaflux, Liquid Penetrant, Brinnell, Charpy and dimensional verification. He advanced to the quality assurance department with statistical management of various operations and responsibility for a spectrometer that measured chemical analysis and mechanical requirements. He headed the manufacturing operation inclusive of melting, pouring, cleaning, welding and cleaning prior to his promotion to President. He holds the prestigious ISO 9002 Lloyds Register Quality Certification.

Richard Fitzgibbons, Security Manager, brings expertise in designing and installing security systems, fire alarm systems, video surveillance and access control systems. His father established Fitz Security Company in 1978. Interested in security alarm systems from a young age, he began learning the business from his father as a high school student when he installed security and fire alarm systems part-time. He began working full time for his father’s company in 1996. By 1999 he was designing and installing residential and commercial burglary alarm, video surveillance, access control and fire alarm systems. In 2007 he bought into the business. Today, he owns the company he focuses on meeting with customers, service work and new installations.

Laura L. DeMaio, O.D., General Manager, is a practicing optometrist trained at the Pennsylvania College of Optometry and 20-year resident of Lebanon. She brings business ownership experience as a co-owner of her practice, Bouquet Mulligan DeMaio Eye Professionals, which has revenues of $6 million annually and multiple locations. She works with glaucoma patients, all who may benefit from legal medical marijuana.

Lois Jean Mease R.N., Director of Patient Outreach, brings years of experience working with U.S. military veterans under medical care. She is the Registered Nurse Primary Care
Manager at the Lebanon Veteran Administration Medical Center since 1991. She became a Registered Nurse in 1968 at the Harrisburg Hospital School of Nursing and holds accreditation through ANCC in Psychiatry and Mental Health.

Marla Dorf, Director of Medical Marijuana Research, founded the Hearts for Research Foundation and successfully raises funds for cancer research. She is an avid supporter of the Y-Me organization and organizes large groups for cancer walks and charity pizza sales. In 2014 she was introduced to the Compassionate Care Act, a statute that allowed the use of medical marijuana in the State of Illinois. Her own secondary research in the uses of medical marijuana in the treatments of cancer resulted in her and her family’s support of medical marijuana. She holds a bachelor’s degree in education and tutors children.

Dr. Amy Margaret Westcott, M.D. CMD FAAHPM, Medical Advisory Board, is nationally recognized for both her clinical expertise in post-acute geriatric palliative care as well as her educational skills. She is certified in the Stanford Clinical Teaching Framework, has completed the Harvard Palliative Care Education and Practice (PCEP) Program, an AMDA - The Society for Post-Acute and Long-Term Care Certified Medical Director (CMD), a Fellow in the American Academy of Hospice and Palliative Medicine (FAAHPM), and is a two-time recipient of the Geriatric Academic Career Award (GACA) from Health Resources and Services Administration (HRSA). She currently serves as the Teachers Section Chair for the national American Geriatrics Society and is on the board for the regional Pennsylvania Hospice and Palliative Care Network.

Dr. Anne Hayes, M.D., Medical Advisory Board, brings expertise in geriatric medicine where she practices medicine. In her medical practice in Internal Medicine in Lebanon, she cares for adults of all ages, but primarily focuses on geriatrics. She sees patients at four local nursing homes and, since the beginning of 2016, has been the Medical Director at the Hyman Caplan Pavilion which is a Transitional Care Unit affiliated with Wellspan Hospital. She is a volunteer at the Lebanon Free Clinic and, since 2011, its volunteer Medical Director. These outside practice locations have given her an opportunity to treat patients from all walks of life and in all levels of care.

Julie Nagle, Financial Backer, has an extensive background in business organizational design and layout, Human Resources and professional management within the medical marijuana industry. She is currently the Human Resource Manager/Co-Owner of Progressive Treatment Solutions (PTS) located in Illinois. This was the third cultivation center to receive authorization to grow medical marijuana out of 21 recipients of the coveted medical marijuana licenses. She is proud of the fact that PTS is the only WBE certified cultivation center in the State of Illinois. She has built her career and businesses around the notion of treating her employees with dignity while paying a living wage. She also owns operations in Nevada and Maryland. Her passion to assist people has driven her interest in the newly evolving medical marijuana industry.

Business Plan
Lebanon Wellness will develop and implement standard operating procedures (SOPs) which will be adopted, and modified accordingly, from our medical marijuana industry affiliates in Illinois, Nevada and Maryland and comply with relevant laws and regulations for all areas of our operations including:

- Security and Surveillance
- Employee qualifications and training
- Transportation of medical marijuana and medical marijuana products
- Storage of medical marijuana products
- Inventory management
- Recordkeeping
- Prevention of unlawful diversion of medical marijuana and medical marijuana products

Our team members own a number of residential and commercial rental properties in Lebanon County. With our extensive knowledge of Lebanon and surrounding communities, we were able to select from a number of locations and settle on properties that best suit the security, accessibility and transportation needs of a dispensary.

**Lebanon Dispensary**

The City of Lebanon was founded in 1885; the County in 1821. The population of Lebanon County is approximately 140,000 and encompasses 362 square miles. Lebanon is rich in manufacturing tradition and boasts hearty inhabitants with a strong work ethic. Lebanon is a major hub in south central Pennsylvania with corridors to RT 22, RT 78 and has an exit on the Pennsylvania Turnpike. The proposed Lebanon Dispensary is located in the heart of downtown Lebanon. Located at 847 Cumberland Street, it will be at the central point of two major intersecting highways – RT 422 and RT 72. All major traffic in every direction is at this juncture. Our dispensary site is only 25 feet from public transportation and directly across the street is two-hour free public parking that accommodates 100 vehicles as well as additional parking on Cumberland Street with exterior security already in place. Our dispensary will be ideally located for walking, public transportation and easy access from surrounding communities. The local hospital is less than one mile from this location and there are several general practice and medical specialists located in the surrounding blocks. Border counties include Lancaster, Berks, Dauphin and Schuylkill. In the event we outgrow our initial space there is another 2,000 square feet available next door for expansion. Our dispensary is in keeping with the Lebanon City motto “The Place to Grow.”

**Gettysburg Dispensary**

Gettysburg is an historic city located in South Central Pennsylvania. It is the largest city in Adams County with a population of over 7,000 and is conveniently located between PA routes 15 and 30. Due to its large tourist attractions, the City of Gettysburg well-served by public transportation and has abundant parking. Our proposed location is near the center town off Main Street. For patients who will not be driving our location is surrounded by public transportation with multiple bus stops less than a block away. The "grey line" of Freedom buses circles the area with frequent stops within 100 yards of the proposed facility. Further, we chose this location due to the fact it is within 2 miles of Gettysburg Wellspan Hospital,
Gettysburg College, Gettysburg Center Nursing Home and Family First Health Center. In our initial outreach we have made multiple connections at the various medical establishments with the intent to host weekly patient outreach events, educating those on the safe and legal uses of medical marijuana. Lastly our location is extremely well lit 24-hours a day and has parking for over 20 customers in addition to employee parking.

**Altoona Dispensary**

We also propose a location in Altoona, is the largest city in Blair County, with a population of 45,796 (2013 US Census). It is surrounded by Hollidaysburg and Duncansville boroughs and townships of Logan, Allegany, Blair, Frankstown, and Tyrone. The boroughs of Bellwood and Newry are nearby as well. Choosing Altoona allows the dispensary to serve the most concentrated population of people in the south central region. Altoona grew around the railroad industry, but is currently trying to recover from industrial decline and urban decentralization experienced in recent decades. The city is undergoing a revitalization and a forward-thinking and secure dispensary is aligned with Altoona’s path to an urban renaissance. 16.8% of Altoona’s population is aged 65 or older, with growing medical treatment needs. With a median household income of $36,258 (compared to Pennsylvania’s $55,702), this dispensary location allows access to the truly underserved. We chose this location not only because it is adjacent to public transportation but also because it is located within short walking distance of a number of medical offices. The dispensary is also located within a two minute drive of PA route 220 and I-99, allowing for equitable and convenient access. With more than ample parking spaces, easy access to public transportation and well-lit and secure premises we believe this is an optimal location for a medical marijuana dispensary.

**Construction Plan**

Upon award of a permit, we will immediately hire our contractor who has the capability to construct/build out all three dispensary locations at the same time. Our architect and engineers will finalize drawings and we will submit all the necessary documentation for zoning approvals, sign and construction permits. We will order all long lead time items including vault, custom countertops and HVAC equipment. Our security contractor will be hired and all required security equipment will be ordered and put in storage until it is ready for installation.

Upon issuance of building permits, construction crews will begin work at all three locations and will be monitored daily to ensure that all specifications are met per the construction documents. Exterior and interior security giving 100% coverage and biometric and key card access controls will be installed and tested prior to finishing construction. All computer equipment and POS systems will be installed and tested prior to inspections. When construction is completed and tested and all systems are verified we will request inspections to receive our certificates of occupancy.

After certificates of occupancy are issued, we will notify local authorities that construction is complete, offer them tours of the dispensaries and give them access to our security cameras. Once employee training is complete, we have passed all inspections with the State and we have been given our licenses to operate, inventory will be ordered and securely received. Dispensaries will then open.
**Hiring Plan**

Our hiring and training plan will be based on the best practices developed by our affiliates already operating in other states. Our plan is to temporarily bring managers from other states to assist with hiring during initial construction so new employees will be given ample time to transition to this new job. Thereafter, we will employ 100% local staff. One month before operations commence, employees will be sent to our Illinois affiliate dispensaries to train for a minimum of two weeks to learn operations. All jobs will be living wage with benefits including health care and retirement. We may also offer comp time for community service. Staff will be trained and educated under proven methods and will follow established work plans. Immediate needs call for 10-15 staff within the first six months of operations with anticipated expansion thereafter.

**Employment Practices**

As a women-owned business, diversity and inclusion are critically important to Lebanon Wellness. The company views diversity and inclusion as core business strategies which will contribute to our overall success. When a company’s workforce reflects the community it serves, the company is better able to understand and meets the needs of its customers and the community at-large.

Diversity and inclusion are also reflected in the company’s leadership structure. The company will be led by Chief Executive Officer Dr. Glen Mesaros, a veteran who also holds a significant ownership interest in the company of 39%. Of the company’s 11 management-level positions, five will be held by women, including: (1) Chief Medical Officer Dr. Kibibi Gaughan (who is also African American); (2) Director of Patient Outreach Lois Mease; (3) Director of Patient Outreach Nancy Mesaros; (4) Director of Medical Marijuana Research Marla Dorf; and (5) General Manager Laura DeMaio. In addition, the company has established a Medical Advisory Board made up of four female physicians. The members of the Advisory Board will provide support and guidance in the areas of medical marijuana research, and medical knowledge concerning cancer, epilepsy and PTSD. By reflecting diversity at the highest levels of the company, Lebanon Wellness is actively modeling our Diversity and Inclusion Mission on a day-to-day basis, and setting the tone for our employees, vendors and other points of contact.

**Community Engagement**

Our passion for the City of Lebanon and other proposed dispensary locations is paramount. Our team is aligned with Lebanon Mayor Capello and local community leaders to improve the City. All of our businesses are in Lebanon County with many situated in downtown Lebanon. We have donated office space for the newly appointed Lebanon Downtown Improvement association and we assist on numerous local committees. Our team is involved in real estate recommendations for businesses, improved lighting, security improvements, the initiation of a dog park and cleanup projects in downtown.

Lebanon Wellness has reached out and gained the support of community leaders for our proposed dispensary. Pennsylvania Representative Russ Diamond, 102nd Legislative District,
has met with Lebanon Wellness and offers his support of our permit application, as indicated in the attached letter of support. He expresses particular interest in our job creation and economic development potential as a new industry in the community.

District Attorney of Lebanon County David J. Arnold endorses the Lebanon Wellness application for a dispensary permit. After several meetings with Lebanon Wellness, and knowing several of our Principals for a number of years, he believes our team is professional and ethical and “exactly the kind of operators Lebanon County wants and needs,” as written in the enclosed letter of support. He believes Lebanon Wellness is prepared to address any concerns about security, safety, diversion prevention and maintenance and should be granted a permit.

Lebanon City Mayor Sherry L. Capello has also provided a letter of support for Lebanon Wellness’s dispensary application. Lebanon County Commissioners Robert J. Phillips (Chairman) and Willian E. Ames (Vice Chairman) enthusiastically endorse Lebanon Wellness in our application for a permit (letter attached).

Within the medical community several experts and practitioners offer support. Dr. James D. Nelson, Jr., of Northwest Medical & Rehabilitation Center, a physician who specializes in neurology, internal medicine and sleep medicine expresses his support of Lebanon Wellness’s dispensary permit application in the attached letter. As a doctor whose patients suffer from migraine, epilepsy, MS, sleep disorders, chronic pain, cancer and HIV with a wasting syndrome, he is looking forward to the benefits of legal medical marijuana for his qualifying patients. Lebanon Internal Medicine Associates, a large multi-specialty internal medicine group in Lebanon that provides care to over 20,000 adult and geriatric patients in Lebanon, Lancaster and Dauphin counties, offers its support of this permit application in the enclosed letter presented by its Vice President Anne B. Hayes, M.D. Just Like Family Home Health Care Services is also in full support of Lebanon Wellness’s dispensary permit application, as evidenced by the enclosed letter of support from its owner, Tiffany Miller. Local Registered Nurse and Nurse Practitioner Justin Molignoni, along with Dr. Barbara Klatchko, also offer their support of this application in their attached letters.

Notably, even an epilepsy patient and advocate for legalization of medical marijuana Beth McCormack has presented a letter in support of this permit application. A Pennsylvania resident, she believes that Lebanon Wellness is well suited to operate a dispensary.

A long-time member of the Lebanon business community, Robert Johnson, President of Johnson Motors and Johnson Subaru, believes the proposed Lebanon Wellness facility will be a boon to the local economy, and he has provided an enclosed letter of support.

Other community involvement of our company and leadership includes the Day of Caring, Lebanon City literature inclusive of donated photography, YMCA donations, Community of Lebanon Association, Lebanon City clean-up, Chamber of Commerce event sponsor, WellSpan Hospital room sponsorship, President of the Lions Club, Chairman of the Board of Directors for the Chamber of Commerce, Junior Achievement board member, Relay For Life teammate, Lancaster Boys & Girls Club volunteer, Boy Scouts of America, Rails to Trails,
Jack & Jill preschool board member, Susquehanna Association of the Blind and Visually Impaired, Special Olympics volunteer, Assumption of the Blessed Virgin Mary Church Chairman of the Parish Council, American Foundation for Children with Aids, United Way Diamond Pacesetter Contributor, Founders Club Contributor to the WellSpan Good Samaritan Hospital, Developmental & Disability Services contributor, and supporter of Young Survivors Coalition (Breast Cancer).

With this support from government officials, the medical community, civic community, patients and others, Lebanon Wellness is well positioned to launch and maintain a safe, efficient and financially sustainable grower-processor facility.

Patient and Practitioner Outreach
Our goal is to educate the community on the importance of medical marijuana and its safe use. Our education efforts will focus on the many benefits of medical marijuana while dispelling some of the common myths associated with this product. We plan to have many town hall style educational meetings where people can ask questions and spur discussions. We believe it is important for the community to both learn and express their opinions on this topic.

We have a number of health care professionals on the Lebanon Wellness team with expertise in health education. The following discussions will take place at Flex Health and Wellness in Cleona, PA. We will have several different dates for each discussion so that the community is ensured access to participate. A preliminary program list follows.

Medical Marijuana Overview
Presented by Glen Mesaros, M.D. and Nancy Mesaros, B.S., Holistic Nutrition

Topics:
- The history of marijuana and controversy surrounding it
- The marijuana plant
- Cannabidiol and marijuana
- Marijuana as a medication
- Therapeutic effects of medical marijuana
- Administration of medical marijuana
- Who can benefit from medical marijuana

Medical Marijuana: A Holistic Application for Health
Presented by Nancy Mesaros, B.S., Holistic Nutrition

Topics:
- Natural therapies involving Cannabidiol
- Natural therapies involving Tetrahydrocannabinol
- A review of the research on medical marijuana for chronic disease and chronic pain
- Using medical marijuana in lieu of pharmaceuticals when pharmaceuticals are not tolerated
Pennsylvania Department of Health
Medical Marijuana Dispensary Permit Application

- Medical marijuana for brain related disease and injury
- When is medical marijuana right for you
- How does marijuana fit into a holistic lifestyle

Medical Marijuana for Practitioners
Presented by Glen Mesaros, M.D., Kibibi Gaughan, M.D. and Raymond DeMaio, M.D.

Topics:
- Medical marijuana overview for practitioners
- Indicated medical conditions
- Review of medical literature
- Process for becoming a prescriber
- State and Federal Law and your practice

Medical Marijuana for Conditions Afflicting Military Veterans
Presented by Glen Mesaros, M.D. and Lois Mease, R.N.

Topics:
- Review of medical marijuana
- Veteran health issues and medical marijuana solutions
- Administration of medical marijuana as a medication
- Government regulations

SECTION 20 – CURRENT OFFICERS
PROVIDE THE POSITION, TITLE IN THE APPLICANT’S BUSINESS, AND ADDRESS INFORMATION FOR ALL CURRENT OFFICERS, DIRECTORS, PARTNERS OR TRUSTEES.

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SECTION 21 – OWNERSHIP

IN THIS SECTION, LIST ALL PERSONS WITH A CONTROLLING INTEREST IN THE BUSINESS, DEFINED AS FOLLOWS:
(1) For a publicly traded company, voting rights that entitle a person to elect or appoint one or more of the members of the Board of Directors or other governing board, or the ownership or beneficial holding of 5% or more of the securities of the publicly traded company.

(2) For a privately held entity, the ownership of any security in the entity.

Complete the appropriate section(s) below:

### A. For C-corporations, S-corporations, LLCs and LLLCs

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<tr>
<td>First Name: Julie</td>
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<td>First Name: Laura</td>
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<tr>
<td>Occupation: Optometrist</td>
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</tr>
<tr>
<td>Also known as: Laura Seiling</td>
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**First Name:** Charles  
**Middle Name:** H  
**Last Name:** Kinloch  
**Suffix:**  

**Occupation:** Advertising Executive  
**Title in the applicant’s business:** Quality Control Manager  

**Also known as:**  
**Date of birth:** DOH REDACTED

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**Email:** DOH REDACTED

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**Number of shares held:** DOH REDACTED  
**Date Acquired:** DOH REDACTED  
**Percentage of outstanding voting stock:** DOH REDACTED  

**Terms, conditions, rights and privileges:** DOH REDACTED

---

### Name and Residential Address

**First Name:** Robert  
**Middle Name:**  
**Last Name:** Kemp  
**Suffix:**  

**Occupation:** Sales and Transportation Executive  
**Title in the applicant’s business:** COO  

**Also known as:**  
**Date of birth:** DOH REDACTED

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**Date Acquired:** DOH REDACTED  
**Percentage of outstanding voting stock:** DOH REDACTED  

**Terms, conditions, rights and privileges:** DOH REDACTED

---

### Name and Residential Address

**First Name:** Lois  
**Middle Name:** Jean  
**Last Name:** Mease  
**Suffix:**  

**Occupation:** RN  
**Title in the applicant’s business:** Patient Outreach  

**Also known as:**  
**Date of birth:** DOH REDACTED

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**Date Acquired:** DOH REDACTED  
**Percentage of outstanding voting stock:** DOH REDACTED  

**Terms, conditions, rights and privileges:** DOH REDACTED

---

### Name and Residential Address

**First Name:** Marla  
**Middle Name:** Palmer  
**Last Name:** Dorf  
**Suffix:**  

**Occupation:** Teacher  
**Title in the applicant’s business:** Medical Marijuana Research  

**Also known as:**  
**Date of birth:** DOH REDACTED

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**Percentage of outstanding voting stock:** DOH REDACTED  

**Terms, conditions, rights and privileges:** DOH REDACTED
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### Terms, conditions, rights and privileges:

- Terms, conditions, rights and privileges have been redacted.

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**IF MORE SPACE IS REQUIRED, PLEASE SUBMIT ADDITIONAL INFORMATION ON OTHER OWNERS OF THE CORPORATION IN A SEPARATE DOCUMENT TITLED “OWNERS OF THE CORPORATION (CONTD.)” IN ACCORDANCE WITH THE ATTACHMENT FILE NAME FORMAT REQUIREMENTS AND INCLUDE IT WITH THE ATTACHMENTS.**

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**B. FOR PARTNERSHIPS AND LLPs**

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**Pennsylvania Department of Health**

**Medical Marijuana Dispensary Permit Application**
# Pennsylvania Department of Health

## Medical Marijuana Dispensary Permit Application

### Name and Residential Address

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**Occupation:**

**Also known as:**

**Date of birth:** MM/DD/YYYY

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**Partner Type:**

- [ ] General/Full Partner
- [ ] Limited Partner
- [ ] Dormant/Silent Partner
- [ ] Other: 

**Percentage of ownership:**

**Partnership participation from:** MM/DD/YYYY

**Description of participation in operation of the applicant:**

### Name and Residential Address

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**Occupation:**

**Also known as:**

**Date of birth:** MM/DD/YYYY

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**Partner Type:**

- [ ] General/Full Partner
- [ ] Limited Partner
- [ ] Dormant/Silent Partner
- [ ] Other: 

**Percentage of ownership:**

**Partnership participation from:** MM/DD/YYYY

**Description of participation in operation of the applicant:**

### Name and Residential Address

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**Partner Type:**

- [ ] General/Full Partner
- [ ] Limited Partner
- [ ] Dormant/Silent Partner
- [ ] Other: 

**Percentage of ownership:**

**Partnership participation from:** MM/DD/YYYY

**Description of participation in operation of the applicant:**

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[129] Pennsylvania Department of Health

[129] Department of Health
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**Occupation:**

**Title in the applicant’s business:**

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**Partner Type:**

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- ☐ Limited Partner
- ☐ Dormant/Silent Partner
- ☐ Other:

**Percentage of ownership:**

**Partnership participation from:** MM/DD/YYYY

**Description of participation in operation of the applicant:**

**Name and Residential Address**

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- ☐ Dormant/Silent Partner
- ☐ Other:

**Percentage of ownership:**

**Partnership participation from:** MM/DD/YYYY

**Description of participation in operation of the applicant:**

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- ☐ Dormant/Silent Partner
- ☐ Other:

**Percentage of ownership:**

**Partnership participation from:** MM/DD/YYYY

**Description of participation in operation of the applicant:**

*If more space is required, please submit additional information on other partners in a separate document titled “Interest of Other Partners (Contd.)” in accordance with the attachment file name format requirements and include it with the attachments.*
### C. OTHER PERSONS HOLDING AN INTEREST IN THE PROPOSED SITE OR FACILITY

List any other persons holding an interest in the proposed site or facility, that are otherwise not disclosed in Sections A or B.

| Name and Residential Address |  |
|------------------------------|  |
| **First Name:** HWD Associates – Altoona Property | **Middle Name:** | **Last Name:** | **Suffix:** |
| **Occupation:** Landlord | **Title in the applicant’s business:** Landlord |  |
| **Also known as:** | **Date of birth:** MM/DD/YYYY |  |
| **Address Line 1:** DOH REDACTED | **Address Line 2:** DOH REDACTED |  |
| **Address Line 3:** | **City:** | **State:** | **Zip Code:** |
| **Phone:** | **Fax:** | **Email:** |  |
| **Nature, type, terms and conditions of the interest in the applicant:** |  |
| **N/A** |  |

| Name and Residential Address |  |
|------------------------------|  |
| **First Name:** Times Square LLC – Gettysburg Lease | **Middle Name:** | **Last Name:** | **Suffix:** |
| **Occupation:** Landlord | **Title in the applicant’s business:** Landlord |  |
| **Also known as:** | **Date of birth:** MM/DD/YYYY |  |
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| **Phone:** | **Fax:** | **Email:** |  |
| **Nature, type, terms and conditions of the interest in the applicant:** |  |
| **N/A** |  |

| Name and Residential Address |  |
|------------------------------|  |
| **First Name:** Charles Kinloch – Lebanon Lease | **Middle Name:** | **Last Name:** | **Suffix:** |
| **Occupation:** Landlord | **Title in the applicant’s business:** Landlord |  |
| **Also known as:** | **Date of birth:** MM/DD/YYYY |  |
| **Address Line 1:** DOH REDACTED | **Address Line 2:** DOH REDACTED |  |
| **Address Line 3:** | **City:** | **State:** | **Zip Code:** |
| **Phone:** | **Fax:** | **Email:** |  |
| **Nature, type, terms and conditions of the interest in the applicant:** |  |
| **N/A** |  |

| Name and Residential Address |  |
|------------------------------|  |
| **First Name:** | **Middle Name:** | **Last Name:** | **Suffix:** |
| **Occupation:** | **Title in the applicant’s business:** |  |
| **Also known as:** | **Date of birth:** MM/DD/YYYY |  |
| **Address Line 1:** | **Address Line 2:** |  |
| **Address Line 3:** | **City:** | **State:** | **Zip Code:** |
| **Phone:** | **Fax:** | **Email:** |  |
| **Nature, type, terms and conditions of the interest in the applicant:** |  |
Nature, type, terms and conditions of the interest in the applicant:

If more space is required, please submit additional information on other persons holding an interest in the proposed site or facility in a separate document titled “Other Persons Holding an Interest in the Proposed Site or Facility (Cont’d.)” in accordance with the attachment file name format requirements and include it with the attachments.

Section 22 – Capital Requirements
Part F – Community Impact  
(Scoring Method: 100 Points)  

SECTION 23 – COMMUNITY IMPACT  

PLEASE BE ADVISED, INDICATION OF SUPPORT FROM PUBLIC OFFICIALS WILL NOT BE CONSIDERED WHEN EVALUATING THIS SECTION.

PROVIDE A SUMMARY OF HOW THE APPLICANT INTENDS TO HAVE A POSITIVE IMPACT ON THE COMMUNITY WHERE ITS OPERATIONS ARE PROPOSED TO BE LOCATED:

Lebanon Wellness is a women-owned, family oriented business interested in bringing greater health and wellness to the City of Lebanon and its border counties of Lancaster, Berks, Dauphin and Schuylkill; Gettysburg and Adams County; and Altoona and its nearby boroughs of Hollidaysburg, Duncansville Bellwood and Newry, adjacent townships Logan, Allegany, Blair, Frankstown, along with Tyrone and Blair County.

Much of our leadership has been personally compelled to enter or support the medical marijuana industry. Some were inspired by a firsthand view of children suffering from illnesses. Our leadership and ownership are overwhelmingly DOH REDACTED raising families and running small businesses in DOH REDACTED. All have histories of community engagement and charitable support. Many are employers themselves, including some who make a point of ensuring their own employees are local residents and representative of diverse groups.

Historical Community Impact

The Lebanon Wellness team has a long history of community service in Pennsylvania and elsewhere. Some examples follow.
• **Robert Kemp**, Chief Operations Officer, is Co-Founder of Play it Forward Central PA, a 504-C. that has, over the last nine years, given over to local organizations in Lebanon County. He is President of the Lebanon Lions Club and board member since 2012. He is a primary sponsor of Feed the Need, a Hershey-based charity whose focus is meals for low-income families in Central Pennsylvania. He is a member of the Pennsylvania Society, a non-profit, charitable organization with over 2,000 members around the Commonwealth, the United States and the world. Not affiliated with any political party, business or profession, its purpose is to honor achievement, to reward excellence, to promote good will and understanding and to celebrate service to the Commonwealth of Pennsylvania and to humanity in general. He is an annual Sponsor of Girls Youth Basketball in Lebanon and an active member of both the Pennsylvania State and Lebanon Valley Chambers of Commerce.

• **Brian Amerman**, Chief Financial Officer, is a long-time resident of and business owner in Lebanon. He is a supporter of the American Cancer Society. to provide inspiration to those suffering from cancer and the volunteers helping them through it. He also participated in its annual Relay for Life. He supports the E&E Foundation which runs a golf tournament each spring to benefit a different community organization, Mike Swisher Scholarship Fund, and Swing for the Troops which holds a golf tournament and dinner annually to raise funds to help Pennsylvania's wounded warriors. His accounting firm has prepared, pro bono, their IRS applications for nonprofit status and their annual tax filings.

• **Raymond DeMaio, M.D.,** Chief Medical Officer, has worked in Lebanon for years. His business, Bouquet Mulligan DeMaio Eye Professionals, consists of a busy medical practice as well as a state of the art retail optical business. He is active in the local eye care community, as he provides free eye examinations for patients referred to the office by the local free medical clinic. He has been recognized for his efforts by the Lebanon Lions Club for his eye care service to the underprivileged in Lebanon County. He is interested in offering qualified glaucoma patients a possible medical marijuana treatment option, especially when they are failing the existing forms of treatment. is very interested in seeing medical marijuana legally used help autistic patients.

• **Marla Dorf**, Medical Marijuana Research Contributor, founded the Hearts for Research Foundation and successfully raises funds for cancer research. She is an avid supporter of the Y-Me organization and organizes large groups for cancer walks and charity pizza sales. In 2014 she was introduced to the Compassionate Care Act, a statute that allowed the use of medical marijuana in the State of Illinois. Her own secondary research in the uses of medical marijuana in the treatments of cancer resulted in her and her family’s support of medical marijuana.

• **Laura L. DeMaio, O.D.,** General Manager, is a practicing optometrist and 20-year resident of Lebanon. Her practice, Bouquet Mulligan DeMaio Eye Professionals, donates to many charitable causes. She provides free vision screenings at community
events and participates in the Volunteers in Medicine program to serve the underprivileged. She has volunteered with local schools to assist in free vision screening programs and spoken about vision and eye care within classrooms. She educates and promotes early detection by educating patients and attending walks, rallies, golf tournaments and various fundraising events. She supports the Children’s Miracle Network and the Wounded Warrior Project. She served on the board of a local swim team for several years, volunteering countless hours to the community pool to promote the sport of swimming. She has a small private farm where one of her horses is used to provide therapy services under her direction to a local child with Autism. She takes her dogs to visit seniors at two local nursing homes.

- **Dr. Amy Margaret Westcott, M.D. CMD FAAHPM**, Medical Advisory Board, serves currently or previously on multiple medical and medical education boards and committees, including American Medical Directors Association, Eastern Pennsylvania Geriatric Society, American Academy of Hospice and Palliative Medicine, Supportive Older Women's Network and John A. Hartford Foundation. She currently serves as the Teachers Section Chair for the national American Geriatrics Society and is on the board for the regional Pennsylvania Hospice and Palliative Care Network.

- **Charles H. Kinloch**, Quality Control Manager, provides marketing materials pro bono through his company, Fresh Creative, to the City of Lebanon, Volunteers in Medicine, the local Chamber of Commerce, United Way, St. Cecilia benefit event, Good Samaritan Hospital Street Fair Benefit, Domestic Violence, Church of the Good Shepherd, and Aurora Social Rehabilitation. He serves on the NIDMA, a governing board for a non-profit charity. His community engagement also includes City of Lebanon Chairman of the Business Improvement District recruitment committee, Community of Lebanon Association, Lebanon Valley Chamber of Commerce, Volunteers in Medicine, PIAA, Lebanon Valley Tourist Bureau, Lebanon School District, Lebanon Farmers Market, and volunteer basketball referee for youth programs.

- **Dr. Kibibi Gaughan, M.D.,** Chief Medical Officer, and currently a physician at Wellspan Family Medicine and Medical Director for Wellspan Good Samaritan Hospital Home Health in Lebanon. She is on the Personnel Committee at Lebanon Country Club and actively supports Development & Disability Services of Lebanon Valley, the United Way, and Young Survivors Coalition (Breast Cancer).

- **Dr. Anne Hayes, M.D.,** Medical Advisory Board, she practices medicine. She volunteers for the Lebanon Free Clinic and has been its Medical Director since 2011. She volunteers for “Ask the Doctor” call in program with the Pennsylvania Medical Society and medical days and the science fair for Jack and Jill Kindergarten.
• **Julie Nagle**, Financial Backer, volunteers with local small businesses to formalize their business practices and policies. She finds this work rewarding and enjoys contributing whenever possible.

The Lebanon Wellness team is looking forward to applying our philanthropic spirit and volunteer commitments in support of the communities where we will be located.

**Community Relations**

Lebanon Wellness has reached out and gained the support of community leaders for our proposed dispensaries.

Pennsylvania Representative Russ Diamond, 102nd Legislative District, has met with Lebanon Wellness and offers his support of our permit application, as indicated in the attached letter of support. He expresses particular interest in our job creation and economic development potential as a new industry in the community.

District Attorney of Lebanon County David J. Arnold endorses the Lebanon Wellness application for a dispensary permit. After several meetings with Lebanon Wellness, and knowing several of our Principals for a number of years, he believes this team is professional and ethical and “exactly the kind of operators Lebanon County wants and needs,” as written in the enclosed letter of support. He believes Lebanon Wellness is prepared to address any concerns about security, safety, diversion prevention and maintenance and should be granted a permit.

Lebanon County Commissioners Robert J. Phillips (Chairman) and Willian E. Ames (Vice Chairman) enthusiastically endorse Lebanon Wellness in our application for a permit (letter attached). Lebanon City Mayor Sherry L. Capello has also provided a letter of support for Lebanon Wellness’ dispensary application. Altoona City Mayor Matthew Pacifico has provided a letter of general support for dispensary facilities as a means for job creation.

Executive Director of Blair County Community Action Agency Sergio Carmona also supports Lebanon Wellness’ dispensary permit application.

Within the medical community several experts and practitioners offer support. Dr. James D. Nelson, Jr., of Northwest Medical & Rehabilitation Center, a physician who specializes in neurology, internal medicine and sleep medicine expresses his support of Lebanon Wellness’ dispensary permit application in the attached letter. As a doctor whose patients suffer from migraine, epilepsy, MS, sleep disorders, chronic pain, cancer and HIV with a wasting syndrome, he is looking forward to the benefits of legal medical marijuana for his qualifying patients. Lebanon Internal Medicine Associates, a large multi-specialty internal medicine group in Lebanon that provides care to over 20,000 adult and geriatric patients in the Lebanon, Lancaster and Dauphin counties, offers its support of this permit application in the enclosed letter presented by its Vice President Anne B. Hayes, MD. Just Like Family Home Health Care Services is also in full support of Lebanon Wellness’ dispensary permit application, as
evidenced by the enclosed letter of support from its owner, Tiffany Miller. Local Registered Nurse and Nurse Practitioner Justin Molignoni also offers support of this application in the attached letter.

Notably, even an epilepsy patient and advocate for legalization of medical marijuana Beth McCormack has presented a letter in support of this permit application. A Pennsylvania resident, she believes that Lebanon Wellness is well suited to operate a dispensary.

**Community Commitments**

As a women-owned business, diversity and inclusion are critically important to Lebanon Wellness. The company views diversity and inclusion as core business strategies which will contribute to our overall success. When a company’s workforce reflects the community it serves, the company is better able to understand and meet the needs of its customers and the community at-large.

Diversity and inclusion are also reflected in the company’s leadership structure. The company will be led by Chief Executive Officer, Dr. Kibibi Gaughen, who is both female and African American. Of the company’s seven management-level positions, four are held by women, including: (1) General Manager Laura DeMaio; (2) Director of Patient Outreach Lois Mease; (3) Director of Medical Marijuana Research Marla Dorf; and (4) Dispensary Manager Maria Dickie. In addition, the company has established a Medical Advisory Board made up of two female physicians. The members of the Advisory Board will provide support and guidance in the areas of medical marijuana research and medical knowledge concerning cancer, epilepsy and PTSD. By reflecting diversity at the highest levels of the company, Lebanon Wellness is actively modeling our Diversity and Inclusion Mission on a day-to-day basis, and setting the tone for our employees, vendors and other points of contact.

Our Equal Employment Opportunity Policy:

Lebanon Wellness’s policy is to select, place, train and promote the best qualified individuals. The company is committed to complying with local, state and federal laws, and recognizes the following protected classes of individuals: race, color, ethnicity, ancestry, national origin, gender, sex, age, disability, religion, citizenship, sexual orientation, gender identity, veteran status, marital status, labor union membership, genetic disposition and other non-job-related criteria

Lebanon Wellness has adopted an official Affirmative Action Plan, pursuant to which the company has established hiring and placement goals based on labor force statistics for Lebanon County. The company’s affirmative action plan contains a number of action oriented objectives which Lebanon Wellness plans to implement to ensure that we reach our placement goals.

**Internal Diversity Goals**

Through our formal Diversity Plan, Lebanon Wellness has established three diversity goals that align with our core areas of focus:
### Diversity Goal #1: Recruitment and Hiring

To strive for, achieve and maintain employment participation for protected group members throughout all job categories in proportion to the local labor force. This goal is specifically tied to the benchmarks established in the company’s Affirmative Action Plan, which will guide the company’s recruitment and hiring strategy. The company has identified the following recruitment and hiring strategies which we will implement to achieve those benchmarks:

<table>
<thead>
<tr>
<th>Strategy</th>
</tr>
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<tbody>
<tr>
<td>- Job openings will be distributed to community-based recruitment sources, including workforce development agencies and community organizations. Lebanon Wellness has already identified several diverse vendors with which we may partner to ensure that our recruitment strategy encompasses the broadest possible applicant pool. Partnerships with these organizations will allow Lebanon Wellness to focus recruitment efforts on veterans, individuals with disabilities, and other populations experiencing disenfranchisement with respect to the local labor market.</td>
</tr>
<tr>
<td>- Lebanon Wellness will actively recruit diverse candidates from local colleges, universities, community colleges, trade schools and other educational institutes, by distributing job postings and attending job and career fairs.</td>
</tr>
<tr>
<td>- The company will utilize employment agencies and recruiters with experience in recruiting diverse candidates. This recruitment strategy also advances the company’s goal of enhancing diverse participation through partner relationships with vendors, by allowing Lebanon Wellness to explore partnership opportunities with employment agencies that hold a Small Diverse Business certification.</td>
</tr>
<tr>
<td>- Lebanon Wellness will post and maintain employment information on our website explaining the company’s Diversity and Inclusion Mission, and listing available job openings.</td>
</tr>
<tr>
<td>- Job descriptions will be carefully developed and implemented to ensure that they do not include restrictive and unnecessary minimum requirements that might restrict the company’s ability to employ diverse and disenfranchised candidates.</td>
</tr>
<tr>
<td>- The company will actively seek out diverse media sources in the local and extended community that may include print, radio, television and internet advertising for open job positions.</td>
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<tr>
<td>- Our Chief Diversity Officer will assist in recruitment and hiring efforts to ensure that the company’s Diversity and Inclusion Mission is being effectively carried out, and that recruitment efforts are reaching a diverse pool of potential applicants.</td>
</tr>
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</table>

### Diversity Goal #2: Professional Development and Retention

To maintain employment participation for protected group members by retaining diverse employees and ensuring equal opportunity for advancement. Lebanon Wellness recognizes that bringing on new employees is only one piece of a diversity and inclusion strategy. Once employees become part of the Lebanon Wellness team, the company is committed to both their professional development and
personal growth. Emphasis will be placed on skills development, promoting from within, and equal opportunity for advancement. Lebanon Wellness will implement the following strategies to enhance the professional development of our employees:

- The company’s equal employment opportunity, anti-discrimination and anti-harassment, and ADA policies will be included in the employee handbook and disseminated to all employees at the time of hire, and the Diversity and Inclusion Mission Statement will be posted throughout company facilities.

- Lebanon Wellness will provide diversity training to all employees to reinforce our Diversity and Inclusion Mission, foster a welcoming work environment for all employees, and ensure that managers and employees understand their rights and obligations under the company’s equal employment opportunity, anti-discrimination and anti-harassment, and ADA policies.

- The company will provide manager training to management level employees to assist managers in identifying workplace conduct and issues that violate the company’s anti-discrimination and anti-harassment policy, responding to reports of discrimination and harassment, and helping to create a workplace free of discrimination and harassment.

- Lebanon Wellness will develop an onboarding process to orient new employees which will include special focus on the company’s Diversity and Inclusion Mission and objectives.

- The company will develop a mentoring program to partner new employees with existing employees to assist new employees in becoming acclimated to the company, and provide a point of contact for new employees to ask questions in an open forum. The mentoring program will also include the opportunity for interaction with company leadership.

- The company will develop and implement mobility programs aimed at helping employees to grow and advance within the company, and ensuring that all employees have an equal opportunity for advancement. Mobility programs may include educational opportunities for line level employees who aspire to management positions, skills training for management-level employees and a mentoring program.

**Diversity Goal #3: Partnerships with Vendors.** To ensure that qualified Small Diverse Businesses have equal opportunity to bid and contract for the provision and goods and services to Lebanon Wellness. The third prong of Lebanon Wellness’s diversity strategy is to partner with Small Diverse Businesses (SBDs) for its contracting needs. The company will actively seek out partnerships with diverse vendors, suppliers, contractors and service providers to enhance the participation of these groups in the success of its business, and to provide opportunities for diverse businesses to be successful. In an effort to meet this goal, Lebanon Wellness will abide by the following guidelines with respect to our third-party vendor relationships:
The company will utilize the Pennsylvania Department of General Services Bureau of Diversity, Inclusion & Small Business Opportunities searchable database to locate Small Diverse Businesses that offer goods and services vital to the company’s business operations.

When the need for a third-party vendor arises, the company will actively solicit Small Diverse Businesses for business and contracting opportunities.

The company will develop a database of Small Diverse Businesses to serve its contracting needs.

The company will include information on our website describing our procurement needs, processes and general contract information, and inviting Small Diverse Businesses to contact the company about contracting opportunities.

The company will assist diverse vendors and suppliers by providing information and feedback concerning the company’s contracting needs so that they can compete effectively on price, service, and quality.

The Chief Diversity Officer will work with Department Managers to track and quantify dollar volume and performance of suppliers and vendors to monitor compliance with this Diversity Plan.

The company will develop a competitive bidding process that maximizes participation by diverse vendors.

The company will require that all vendors who do business with us have equal employment opportunities in place, and will request this information as part of our competitive bidding process.

The company will develop a process to integrate a supplier diversity program into our sourcing process.

**Diversity-Oriented Outreach Events**

Lebanon Wellness has identified a number of recruitment strategies aimed at generating a broad and diverse applicant pool. These outreach efforts will include partnerships with community organizations which will allow Lebanon Wellness to focus our recruitment efforts on veterans, service-disabled veterans, individuals with disabilities and other populations experiencing disenfranchisement with respect to the labor market. In particular, we intend to form relationships with the following agencies and organizations that focus on job placement for disenfranchised populations:

- Pennsylvania CareerLink;
- Pennsylvania Office of Vocational Rehabilitation Services;
- Disability Rights Pennsylvania;
The company’s Diversity Plan also requires the creation of an internal Diversity Focus Group. Among the Focus Group’s core responsibilities are:

- Developing internal programs and events which foster the company’s Diversity Plan.
- Developing external programs and events which positively impact the community; developing, supporting and advertising employee volunteer opportunities and events.

Contracts with Diverse Groups
As set forth in the company’s Diversity Plan, Lebanon Wellness has outlined various vendor guidelines that we intend to implement in order to increase participation by diverse vendors. If a dispensary permit is granted, one of Lebanon Wellness’s first major tasks will be the design and construction of its dispensary facilities in Lebanon, Altoona and Gettysburg. This construction project presents significant opportunities for the company to partner with Small Diverse Businesses that provide design services, construction services, construction management services, and construction goods. Of the total construction budget, the company’s goal is to allocate $ of its budget to Small Diverse Business contractors.

Lebanon Wellness has also identified several areas where the opportunity exists for the company to partner with SDBs. These include:

- Procurement of Goods
  - Procurement of dispensary supplies.
  - Procurement of office furniture.
  - Procurement of office supplies and computer equipment.
  - Procurement of cleaning and janitorial supplies.

- Procurement of Services
  - Information Technology and network services and support.
  - Staffing and recruitment services.
  - Snow removal services.
  - Payroll processing.
  - Janitorial services.

The company has pledged to allocate a minimum of $ of our procurement budget to Small Diverse Business contractors, and has already begun compiling a database of SDBs, which is included in our Diversity Plan.
As reflected in Lebanon Wellness’s Diversity Plan, the company has committed to: (1) providing diversity training to all employees; (2) providing manager training to management-level employees to reinforce the company’s Diversity and Inclusion Mission; (3) developing an onboarding process to orient new employees to the company; (4) developing a mentoring program to partner new employees with existing employees and provide interaction with company leadership; and (5) developing mobility programs aimed at helping employees grow and advance within the company, and ensuring equal opportunity for advancement. We believe that ensuring traditionally disenfranchised individuals and businesses have a fair chance at employment and advancement and contracts will be integral to boosting the economic condition of the areas where we locate.

Educational Outreach to Patients and Physicians

Community Education and Outreach Program
Our goal is to educate the community on the importance of medical marijuana and its safe use. Our education efforts will focus on the many benefits of medical marijuana while dispelling some of the common myths associated with this product. We plan to have many town hall style educational meetings where people can ask questions and spur discussions. We believe it is important for the community to both learn and express their opinions on this topic.

We have a number of health care professionals on the Lebanon Wellness team with expertise in health education. The following discussions will take place at Flex Health and Wellness in Cleona, PA. We will have several different dates for each discussion so that the community is ensured access to participate. A preliminary program list follows.

Medical Marijuana Overview
Presented by Glen Mesaros, M.D. and Nancy Mesaros, B.S., Holistic Nutrition

Topics:
- The history of marijuana and controversy surrounding it
- The marijuana plant
- Cannabidiol and marijuana
- Marijuana as a medication
- Therapeutic effects of medical marijuana
- Administration of medical marijuana
- Who can benefit from medical marijuana

Medical Marijuana: A Holistic Application for Health
Presented by Nancy Mesaros, B.S., Holistic Nutrition

Topics:
- Natural therapies involving Cannabidiol
- Natural therapies involving Tetrahydrocannabinol
- A review of the research on medical marijuana for chronic disease and chronic pain
• Using medical marijuana in lieu of pharmaceuticals when pharmaceuticals are not tolerated
• Medical marijuana for brain related disease and injury
• When is medical marijuana right for you
• How does marijuana fit into a holistic lifestyle

Medical Marijuana for Practitioners
Presented by Glen Mesaros, M.D., Kibibi Gaughan, M.D. and Raymond DeMaio, M.D.

Topics:

• Medical marijuana overview for practitioners
• Indicated medical conditions
• Review of medical literature
• Process for becoming a prescriber
• State and Federal Law and your practice

Medical Marijuana for Conditions Afflicting Military Veterans
Presented by Glen Mesaros, M.D. and Lois Mease, R.N.

Topics:

• Review of medical marijuana
• Veteran health issues and medical marijuana solutions
• Administration of medical marijuana as a medication
• Government regulations
Attachment A: Signature Page

Instructions:
This attachment is the signature page for your application and all other attachments.

- Please review the application
- By checking the appropriate boxes, indicate the sections that are included in your submission
- Print this attachment
- Sign the document (primary contact or registered agent)
- Scan this document and save it as a file called "Attachment A," using the appropriate file name format

By checking "Yes," you acknowledge that you have read the Medical Marijuana Organization Permit Application Instructions before completing an application for a medical marijuana organization permit.

<table>
<thead>
<tr>
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<th>Yes</th>
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</tbody>
</table>

The applicant hereby submits this application for a Medical Marijuana Organization Permit to the Pennsylvania Department of Health, which consists of the completed application parts and attachments listed below:

**Fees:**

- ☑ Initial Application Fee
- ☑ Initial Permit Fee

**Application:**

- ☑ Completed Application

**Other Attachments:**

- ☑ Attachment B: Organizational Documents
- ☑ Attachment C: Property Title, Lease, or Option to Acquire Property Location
- ☑ Attachment D: Site and Facility Plan
- ☑ Attachment E: Personal Identification
- ☑ Attachment F: Affidavit of Business History
- ☑ Attachment G: Affidavit of Criminal Offense
- ☑ Attachment H: Tax Clearance Certificates
- ☑ Attachment I: Affidavit of Capital Sufficiency
- ☑ Attachment J: Sample Medical Marijuana Product Label
- ☑ Attachment K: Release Authorization
- ☑ Attachment L: Applicant Priorities for Multiple Applications

**Background Checks:**

- ☑ The applicant has requested background checks, as described in the instructions.
**ADDITIONAL ATTACHMENTS:***

Please list any other documents you are submitting as part of this application:

<table>
<thead>
<tr>
<th>File Name</th>
<th>Name of Document</th>
<th>Purpose</th>
</tr>
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<tbody>
<tr>
<td>Lebanon Wellness Center LLC_03202017Dispensary_Principals, Financial Backers and Operators (contd.)</td>
<td>Principals, Financial Backers and Operators (contd.)</td>
<td>Additional Information</td>
</tr>
<tr>
<td>Lebanon Wellness Center LLC_03202017Dispensary_Employees (contd.)</td>
<td>Employees (contd.)</td>
<td>Additional Information</td>
</tr>
<tr>
<td>Lebanon Wellness Center LLC_03202017Dispensary_Operational Timetable (contd.)</td>
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<td>Additional Information</td>
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<tr>
<td>Lebanon Wellness Center LLC_03202017Dispensary_Employee Qualifications, Description of Duties and Training (contd.)</td>
<td>Employee Qualifications, Description of Duties and Training (contd.)</td>
<td>Additional Information</td>
</tr>
<tr>
<td>Lebanon Wellness Center LLC_03202017Dispensary_Current Officers (contd.)</td>
<td>Current Officers (contd.)</td>
<td>Additional Information</td>
</tr>
<tr>
<td>Lebanon Wellness Center LLC_03202017Dispensary_Letters from Community Leaders</td>
<td>Letters from Community Leaders</td>
<td>Additional Information</td>
</tr>
</tbody>
</table>

A false statement made in this application is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

**Signature**

Kibibi Gaughan

**Title in Applicant's Business**

Principal

**Date**

3/15/17

**Printed Name**

Kibibi Gaughan

A false statement made in this application is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

**Signature**

Kibibi Gaughan

**Title in Applicant's Business**

Principal

**Date**

3/15/17

pennsylvania

DEPARTMENT OF HEALTH
A false statement made in this application is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

[Signature]
Printed Name

[Signature]
Principal

[Signature]
Title in Applicant’s Business

[Signature]
Date

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
Attachment B: Organizational Documents

Instructions:
- Attach certified copies of the applicant’s certificate of incorporation, partnership agreement, charter or other such documentation. If the applicant is not organized in Pennsylvania, attach certified copies of documentation that show that the applicant is authorized to do business in Pennsylvania.
- Complete this cover sheet. Scan this sheet and the organizational documents and save it as a PDF file called “Attachment B,” using the appropriate file name format.

| Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other legal business formation documents: | Lebanon Wellness Center LLC |
| Trade names and DBA (doing business as) names: | N/A |
| Principal Business Address: | DOH REDACTED |
| City: | DOH REDACTED |
| State: | DOH REDACTED |
| Zip Code: | DOH REDACTED |
| Phone: | DOH REDACTED |
| Fax: N/A | Email: DOH REDACTED |
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O.BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.PA.GOV

AMERMAN, BRIAN

DOH REDACTED

Lebanon Wellness Center LLC

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WE WOULD LIKE TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEBSITE AT WWW.DOS.PA.GOV/BUSINESSCHARITABLE OR YOU MAY CONTACT US BY TELEPHONE AT (717)787-1057. INFORMATION REGARDING BUSINESS AND UCC FILINGS CAN BE FOUND ON OUR SEARCHABLE DATABASE AT WWW.CORPORATIONS.PA.GOV/SEARCH/CorPSearch.

ENTITY NUMBER: 6481377
Certificate of Organization Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name
BRIAN AMERMAN

Address
DOH REDACTED

Document will be returned to the name and address you enter to the left.

Fee: $125.00

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., “company”, “limited” or “limited liability company” or abbreviation):
   Lebanon Wellness Center LLC

2. The (a) address of the limited liability company’s initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:
   (a) Number and Street
   DOH REDACTED
   (b) Name of Commercial Registered Office Provider
   County
   c/o:

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):
   Name
   Brian G Amerman
   Address
   DOH REDACTED

4. Strike out if inapplicable term
   A member’s interest in the company is to be evidenced by a certificate of membership interest.
5. Strike out if inapplicable term

Management of the company is vested in a manager or managers.

6. The specified effective date, if any 12/01/2016 5:58 PM
is: (month date year hour, if any) ________________________________.
month date year hour, if any

7. Strike out if inapplicable: The company is a restricted professional company organized to render the following restricted professional service(s):

8. For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this
30 day of November, 2016.

Brian G Amerman
Signature
Attachment C: Property Title, Lease, or Option to Acquire Property Location

Instructions:
- Attach one of the following:
  - Evidence of the applicant's clear legal title to or option to purchase the proposed site and facility
  - A fully-executed copy of the applicant's unexpired lease for the proposed site and facility and a written statement from the property owner that the applicant may operate a medical marijuana organization on the proposed site for, at a minimum, the term of the initial permit
  - Other evidence that shows that the applicant has a location to operate its medical marijuana organization
- Complete this cover sheet. Scan this sheet and the appropriate document(s) and save it as a PDF file called "Attachment C," using the appropriate file name format

<table>
<thead>
<tr>
<th>Business Name, as it appears on the applicant's certificate of incorporation, charter, bylaws, partnership agreement or other official documents:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lebanon Wellness Center LLC</td>
<td></td>
</tr>
</tbody>
</table>

| Trade names and DBA (doing business as) names: |  |
| N/A |  |

<table>
<thead>
<tr>
<th>Principal Business Address:</th>
<th>DOH REDACTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>City: DOH REDACTED</td>
<td>State:</td>
</tr>
<tr>
<td>Phone: DOH REDACTED</td>
<td>Fax: N/A</td>
</tr>
</tbody>
</table>
AFFIDAVIT OF CONSENT BY PROPERTY OWNER

Pursuant to 35 P.S. §10231.101 et. seq. and 28 Pa. Code §1141.29(b) I, "HWD Associates", hereby swear and affirm, subject to penalties of law including 18 Pa. C.S. §4904 relating to unsworn falsification to authorities that:

1. I am the property owner of the real estate located on DOH REDACTED and identified as UPI#/Tax parcel ID: DOH REDACTED.

2. As owner of said property, I have entered into an unexpired lease with applicant, Lebanon Wellness Center, LLC, t/d/b/a Lebanon Business Associates with respect to said real estate in connection with their application for a Dispensary permit under Pennsylvania’s Medical Marijuana Act.

3. As the property owner, I consent to the operation of a medical marijuana organization on the proposed site for, at a minimum, the term of the initial permit, and acknowledge the use for which they are applying for said permit.

Date: 2-6-17

[Signature]
Donald Devorris
Print Name

A photocopy of this authorization shall be deemed valid for this purpose.

Sworn to and subscribed before me this [6th] day of [February], 2017.

[Signature]
Jacqueline Moore
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jacqueline Moore, Notary Public
Logan Twp., Blair County
My Commission Expires April 17, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE made and executed in duplicate this 24th day of February, 2017 (the “Effective Date”) by and between HWD ASSOCIATES (hereinafter called "Lessor") and LEBANON WELLNESS CENTER, LLC t/d/b/a LEBANON BUSINESS ASSOCIATES (hereinafter called "Lessee").

WITNESSETH:

The Lessor hereby lets to the Lessee, and the Lessee hires from the Lessor, subject to the conditions hereinafter expressed, all that certain premises consisting of approximately situate in Rosehill Plaza, and more particularly depicted in the diagram attached hereto as Exhibit “A”, (hereinafter referred to as the "Leased Premises").

1. Term. The term of this Lease shall be for seven (7) years and shall commence on the Effective Date (the “Lease Commencement Date”) and end on the last day of the Eighty-Fourth (84) month of the Lease, (the “Lease Term”). The term “Lease Year” as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the first full calendar month following the Lease Commencement Date set forth above; provided, however, if the date set forth above is the first day of the calendar month, then the Lease Year shall commence on that date.

Notwithstanding the foregoing, the Lease shall terminate on September 30, 2017 in the event the Lessee is not granted a medical marijuana dispensary permit under the Commonwealth of Pennsylvania’s Medical Marijuana Act on or before September 1, 2017.

2. Rent. The Lessee shall pay to the Lessor basic rent in the following amounts (“Basic Rent”):

<table>
<thead>
<tr>
<th>Year(s)</th>
<th>Basic Rent / Sq. Ft.</th>
<th>Total Annual Rent</th>
<th>Monthly Rent or Hold Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 1</td>
<td>Not applicable</td>
<td>Not applicable</td>
<td>DOH REDACTED</td>
</tr>
</tbody>
</table>
Except as specifically noted above, the Basic Rent shall be payable in equal monthly installments on or before the first day of each month throughout the term of this Lease to the Lessor at [REDACTED], or at such other places as the Lessor may designate in writing. If the term of this Lease commences upon a day other than the first day of a calendar month, then Lessee shall pay, upon the Lease Commencement Date, a pro rata portion of the fixed monthly rent described in the foregoing paragraph pro rated on a per diem basis with respect to the fractional calendar month preceding the commencement of the first full lease month hereof.

3. Past Due Rent and Late Charge.

   (a) At Lessor's option, Lessee shall pay a "late charge" in the amount of Fifty and 0/100 ($50.00) Dollars for any rental payment not made within seven (7) days after the due date thereof to cover the extra expense involved in handling delinquent payments.

   (b) If Lessee shall fail to pay, when the same is due and payable, any rent or any
additional rent, or amount or charges due to Lessor, such unpaid amount shall bear interest from the due
date thereof to the date of payment at the rate of twelve (12%) percent per annum.

4. Option to Renew. Provided that the Lessee is not in an event of default under this Lease, the
term of this Lease may be extended or renewed, at the option of the Lessee, for two (2) additional terms
of five (5) years (the “Renewal Terms”). Such option to extend or renew the Lease shall automatically
be exercised by Lessee unless Lessee gives written notice to Lessors, at least sixty (60) days prior to the
end of the Lease Term, that this Agreement shall not be extended. The Renewal Term shall be upon
the same terms, covenants and conditions as the initial term with the exception of the total basic rental
for the Renewal Terms which shall be as follows:

DOH REDACTED

5. Real Estate Taxes. Lessee shall pay Lessee’s proportionate share of all real estate taxes or
assessments which may be levied upon or assessed against the Leased Premises and upon the building
and improvements (“Tax Rent”). The Tax Rent shall be included in Fixed CAM Charge (as defined
below) and shall be payable in advance in equal monthly installments on the first day of each month
throughout the Lease Term.

6. Insurance.

(a) Lessor’s Insurance. Lessor shall obtain fire and extended coverage insurance on the
full replacement value of the building, all improvements that become a part of the real estate located in
the Complex, and all common area equipment, which insurance shall include an endorsement for rental
insurance in an amount equal to the total minimum rent payable by all Rosehill Plaza tenants. Said
insurance shall not cover the items which Lessee is required to insure under subparagraph (b) hereof.

Lessee shall pay to Lessor, as additional rent throughout the Lease Term, an annual amount approximately equivalent to Lessee’s proportionate share of the cost of such fire and extended coverage insurance ("Insurance Rent"). The Insurance Rent shall be included in Fixed CAM Charge (as defined below) and shall be payable in equal monthly installments. Lessor shall have no responsibility or liability for any damage or loss whatsoever to any contents in or upon the Leased Premises.

(b) Lessee’s Insurance. Lessee shall secure and keep in force from and after the date Lessor shall deliver possession of the Leased Premises to Lessee and throughout the term of this Lease and any extension or renewal thereof, at Lessee’s sole cost and expense:

(i) Fire Insurance with extended coverage and vandalism and malicious mischief endorsement, in an amount adequate to cover the full replacement value of all installations made by Lessee including but not limited to fixtures, betterments and equipment and all other merchandise and contents in the Leased Premises;

(ii) Comprehensive General Liability Insurance on an occurrence basis with minimum limits of liability in an amount of [DOH REDACTED] for bodily injury, personal injury or death and property damage, including water damage, sprinkler leakage and legal liability; and

(iii) Plate Glass Insurance covering all plate glass in the Leased Premises.

(c) Insurance Requirements:

(i) All policies of insurance procured by Lessee shall be issued in form acceptable to Lessor by insurance companies with general policy holder’s ratings of not less than A and a financial rating of AAA as rated in the most current available “Best’s” insurance reports, and licensed to do business in Pennsylvania and authorized to issue such policy or policies;
(ii) All policies of insurance procured by Lessee shall be written as primary policies not contributing with, nor in excess of, coverage that Lessor may carry;

(iii) All insurance procured by Lessee pursuant to this paragraph shall be issued in the names and for the benefit of Lessor, Lessee and, at Lessor's request, its mortgagee and ground lessor, as their respective interests may appear, and shall contain an endorsement that Lessor, although named as an insured, nevertheless shall be entitled to recover under said policies for any loss or damage occasioned to it, its servants, agents, employees and contractors by reason of the negligence of Lessee, its servants, agents, employees and contractors;

(iv) All policies of insurance procured by Lessee shall contain endorsements providing as follows: (a) that such policies may not be materially changed, amended or cancelled with respect to Lessor or any mortgagee except after thirty (30) days prior notice from the insurance company to Lessor and any mortgagee, sent by registered mail; and (b) that Lessee be solely responsible for the payment of all premiums under such policies and that Lessor shall have no obligation for the payment thereof notwithstanding that Lessor is or may be named as an insured;

(v) All policies procured by Lessee shall contain an endorsement containing an express waiver of any right of subrogation by the insurance company against Lessor and any ground lessor (whether named as an insured or not);

(vi) Duly executed certificates of insurances or, if required by Lessor or any mortgagee, original policies, together with reasonable satisfactory evidence of payment of the premiums therefor, shall be delivered to Lessor on or before the commencement date of their Lease and, upon renewals of such policy or policies, not less than twenty (20) days prior to the expiration of the term of any coverage thereunder;
(vii) If Lessee fails to take out or to keep in force any insurance required to be taken out and kept in force by Lessee, Lessor shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost and expense of Lessee and all outlays by Lessor shall be paid by Lessee to Lessor forthwith as additional rent.

(viii) The minimum limits of any insurance coverage required herein to be carried by Lessee shall not limit Lessee's liability under paragraph 33 hereof.

7. **Utilities.** Commencing from the date of the execution of this Agreement, Lessee shall pay all charges for gas, electricity, light, heat, power, water, sewer, and telephone or other communications service used, rendered or supplied upon or in connection with the Leased Premises and shall indemnify Lessor against any liability or damages on such account. For the period commencing upon the Effective Date through September 30, 2017, the Lessor shall maintain the utilities for the Leased Premises in the Lessor's name and invoice Lessee for any and all amounts due. Payment of such invoices shall be due upon receipt. Effective October 1, 2017, Lessee shall have all utilities for the Leased Premises transferred to Lessee's name.

8. **Condition of Premises and Repairs Thereto.**

(a) At the commencement of the term of this Agreement, the Lessee shall accept the Leased Premises in their existing condition. No representation, statements, or warranty, express or implied, have been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such property. In no event shall the Lessor be liable for any defect in the Leased Premises, or for any limitation on its use. The Lessee represents that it has made a personal inspection of the Leased Premises, the taking of possession of the Leased Premises by Lessee shall be conclusive evidence that Lessee accepts the same "As Is" and that the Leased Premises are in good condition at the time possession is taken.
(b) The Lessor shall, without expense to the Lessee, make such repairs or alterations to the exterior structural walls, roof and foundation of the building and improvements in and upon the Leased Premises as may be necessary solely on account of structural defects, and the Lessee shall, without expense to the Lessor, make all other repairs and perform such maintenance as shall be required from time to time during the term of this Agreement, including but not limited to, heating, air conditioning and ventilation unit ("HVAC") maintenance. Notwithstanding the foregoing, Lessor shall provide the initial servicing of the HVAC system and shall be solely responsible for the replacement of the entire HVAC system if required. Thereafter, Lessee agrees to provide regular maintenance and service (for example, without limitation, regular filter changes, fan belt replacement, etc.) to the HVAC system and to keep in enforcement a standard maintenance agreement on said system serving the Leased Premises, and provide a copy of such maintenance agreement to Lessor upon request. Lessee shall also have a service contract for pest control. Lessee shall keep the premises in as good order and condition as when delivered to Lessee, excepting ordinary wear and tear. Lessee, at its sole expense, shall keep the premises as now or hereafter constituted with all improvements made thereto and any adjoining sidewalks, curbs, walls, clean and in good condition (reasonable wear and tear excepted) and clear of all obstructions. All repairs, replacements and renewals shall be at least equal in quality of materials and workmanship to that originally existing in the Leased Premises. Lessee shall indemnify Lessor against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable counsel fees, because of Lessee's failure to comply with the foregoing, and Lessee shall not call upon Lessor for any disbursements or outlay whatsoever in connection therewith and hereby expressly releases and discharges Lessor of and from all liability therefor.

(c) The Lessor shall provide lawncare and snow removal to the Leased Premises (the "Landscape Rent"). The Landscape Rent shall be included in the Fixed CAM Charge (as defined
9. **Fixed Common Area Maintenance Charges** ("Fixed CAM Charge"). Lessee shall pay to Lessor, as reimbursement for CAM charges, an amount as follows:

Notwithstanding the foregoing, there shall be no Fixed CAM Charge for the period of time from the Effective Date through September 30, 2017. Fixed CAM Charges shall begin on October 1, 2017.

The Fixed CAM Charge shall be payable in equal monthly installments to the Lessor pursuant to Section 2 hereof. For the Renewal Term, the Fixed CAM Charge shall be as follows:

10. **Use of Leased Premises.** The Lessee shall use the Leased Premises solely for the operation of a lawful medical marijuana dispensary strictly in accordance with laws, statutes and regulations that govern the permit issued to Lessee by the Commonwealth of Pennsylvania and for no other purpose without the express written consent of the Lessor.

11. **Quiet Enjoyment.** The Lessee, upon paying rent and all additional rent and other charges herein provided for, and performing all the other terms of this Agreement, shall quietly have and enjoy the Leased Premises during the term of this Agreement without hindrance or molestation by anyone claiming by or through the Lessor, subject however, to the reservations and conditions of this Agreement.

12. **Business Hours.** Lessee shall continuously during the entire term of hereof conduct and
carry on Lessee’s aforesaid business in the Leased Premises and shall keep said business open for business and cause such business to be conducted thereon during each and every business day for such number of hours each day and evening as is customary for businesses of like character in the area in which the Leased Premises is located.

13. Abandonment. Lessee agrees not to vacate or abandon the premises at any time during the Lease Term. Should Lessee vacate or abandon said premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be a breach of this lease and, in addition to any other rights which the Lessor may have, Lessor may at once remove any personal property belonging to Lessee which remains on the Leased Premises and store the same, the cost of such removal and storage to be charged to the account of Lessee.

14. Surrender of Leased Premises. At the expiration of the term of this Agreement, Lessee shall surrender the Leased Premises in as good a condition as it was in at the beginning of the term, reasonable use and wear and damages by the elements excepted.

15. Alterations, Additions and Improvements. No alteration, addition or improvement to the Leased Premises shall be made by Lessee without the written consent of Lessor, which consent shall not be unreasonably withheld by Lessor. Any such alteration, addition or improvement that may be placed in the Leased Premises by Lessee shall at all times remain the property of Lessor provided, however that Lessee shall have the right to remove all fixtures installed by it during the continuance of this Agreement or at the expiration thereof, in which event Lessee shall repair the damage occasioned by such installation and removal. Any such alternations, additions, or improvements shall be at the sole cost and expense of the Lessee.

16. Signs. Upon obtaining Lessor’s prior written consent, which consent shall not be unreasonably withheld, Lessee shall have the right to erect and maintain in, on or about the exterior and
interior of the Leased Premises, at its own expense, all signs (electrical or otherwise) necessary or appropriate to the conduct of the business of the Lessee, including a pylon panel. Lessee shall be required to remove any such installed signs or posters at the termination of this Agreement and repair any damage caused thereby. Installation of all signs shall be at the sole cost and expense of the Lessee. Lessee shall obtain approval from the City of Altoona and all other applicable governmental authorities for all other signs that were approved in writing by the Lessor.

17. **Lessor's Rights Upon Default.** If the Leased Premises shall be deserted or vacated, or if proceedings are commenced against the Lessee in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Lessee's property, before or after the commencement of the term of this Agreement, or if there shall be a default in the payment of rent or any part hereof or additional rent for more than five (5) days after written notice of such default by the Lessor, or if there shall be default in the performance of any covenant, agreement, condition, rule or regulation herein contained or hereinafter established on the part of the Lessee for more than thirty (30) days after written notice of such default by the Lessor, the entire unpaid balance of the rental for the remainder of the term shall become immediately due and payable forthwith without the necessity of a declaration by Lessor, and further this Agreement of Lease, if the Lessor so elects, shall thereupon become null and void and the Lessor shall have the right to re-enter or repossess the Leased Premises either by force, summary proceedings, surrender or otherwise, and dispossess and remove therefrom the Lessee or any other occupants thereof, and their effects, without being liable to any prosecution therefore. In such case, the Lessor may, at its option, relet the Leased Premises or any part hereof as the agent of the Lessee, and the Lessee shall pay to the Lessor the difference between the rent and additional rent hereby reserved and agreed to be paid by the Lessee for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received, under such reletting for such portion of
the term, after deducting therefrom any and all reasonable expenses incurred by the Lessor in such reletting, including without limitation, the cost of any improvements (other than capital improvements) necessary to relet the Leased Premises, the payment of any real estate commissions and the payment of any reasonable attorney's fees. Lessee hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end. Lessee waives and will waive all right to trial by jury in any proceeding hereafter instituted by the Lessor against the Lessee in respect to the Leased Premises.

THE FOLLOWING SECTION SETS FORTH A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST LESSEE. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST LESSEE, LESSEE HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY AND, ON THE ADVICE OF THE SEPARATE COUNSEL OF LESSEE, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THAT LESSEE HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND OF THE COMMONWEALTH OF PENNSYLVANIA.

18. Confession of Judgment. THE LESSEE HEREBY, JOINTLY AND SEVERALLY, IRREVOCABLY AUTHORIZES AND EMPowers ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR FOR THE LESSEE AT ANYTIME AFTER DEFAULT HEREUNDER NOT CURED WITHIN APPLICABLE GRACE PERIODS IN ANY ACTION BROUGHT AGAINST THE LESSEE ON THIS LEASE AGREEMENT AT THE SUIT OF LESSOR, WITH OR WITHOUT DECLARATION FILED, AS OF ANY TERM, AND THEREIN CONFESS OR ENTER JUDGMENT AGAINST THE LESSEE FOR THE ENTIRE AMOUNT OWED AND ALL OTHER SUMS PAID BY LESSOR TO OR ON BEHALF OF THE LESSEE PURSUANT TO THE TERMS OF THIS LEASE AGREEMENT, TOGETHER WITH COSTS OF SUIT AND OTHER EXPENSES IN CONNECTION THERewith, AND TOGETHER WITH A REASONABLE ATTORNEY'S FEE, TOGETHER WITH INTEREST ON ANY JUDGMENT OBTAINED BY LESSOR, INCLUDING INTEREST FROM THE DATE OF DEFAULT AND BEFORE, FROM AND AFTER THE DATE OF ENTRY OF JUDGMENT AND FROM AND AFTER THE DATE OF EXECUTION, JUDICIAL, OR SHERIFF'S SALE UNTIL ACTUAL PAYMENT IS MADE TO LESSOR OF THE FULL AMOUNT DUE HEREUNDER WITHOUT LOSS TO LESSOR; AND FOR SO DOING THIS LEASE AGREEMENT OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL THE AMOUNTS DUE HEREUNDER.
THE LESSEE KNOWINGLY, AND AFTER CONSULTATION WITH INDEPENDENT
COUNSEL, WAIVES HIS RIGHT TO BE HEARD PRIOR TO THE ENTRY OF SUCH JUDGMENT
AND UNDERSTAND THAT UPON ENTRY SUCH JUDGMENT SHALL BECOME A LIEN ON
ALL REAL AND PERSONAL PROPERTY OF THE LESSEE IN THE COUNTY IN WHICH SUCH
JUDGMENT IS ENTERED.

THE LESSEE ACKNOWLEDGES AND AGREES THAT THIS SECTION 18 CONTAINS
PROVISIONS UNDER WHICH LESSOR MAY ENTER JUDGMENT BY CONFESSION AGAINST
THE LESSEE. BEING FULLY AWARE OF HIS RIGHT TO PRIOR NOTICE AND A HEARING ON
THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIM THAT MAY BE ASSERTED
AGAINST HIM BY LESSOR HEREUNDER BEFORE JUDGMENT IS ENTERED, THE LESSEE
HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND
EXPRESSLY AGREES AND CONSENTS TO LESSOR'S ENTERING JUDGMENT AGAINST HIM
BY CONFESSION PURSUANT TO THE TERMS HEREOF.

THE LESSEE ALSO ACKNOWLEDGES AND THE LESSEE AGREES THAT THIS
SECTION CONTAINS PROVISIONS UNDER WHICH LESSOR MAY, AFTER ENTRY OF
JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH,
LEVY, TAKE POSSESSION OF OR OTHERWISE SEIZE PROPERTY OF THE LESSEE IN FULL
OR PARTIAL PAYMENT OF THE JUDGMENT. BEING FULLY AWARE OF HIS RIGHTS
AFTER JUDGMENT IS ENTERED (INCLUDING THE RIGHT TO MOVE TO OPEN OR TO
STRIKE THE JUDGMENT), THE LESSEE HEREBY FREELY, KNOWINGLY AND
INTELLIGENTLY WAIVES THOSE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO
LESSOR'S TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE
AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE LESSEE.

THE LESSEE HEREBY CERTIFIES: THAT HE IS REPRESENTED BY COUNSEL AND
THAT COUNSEL HAS REVIEWED WITH AND EXPLAINED TO THE LESSEE THE MEANING
AND CONSEQUENCES OF THE ABOVE-DESCRIBED REMEDIES AND WAIVERS.
THE REMEDIES OF LESSOR PROVIDED IN THIS LEASE AGREEMENT OR OTHERWISE
AVAILABLE TO LESSOR AT LAW OR IN EQUITY AND THE WARRANTIES OF ATTORNEY
HEREIN OR THEREIN CONTAINED, SHALL BE CUMULATIVE AND CONCURRENT, AND
MAY BE PURSUED SINGLY, SUCCESSIVELY, AND TOGETHER AT THE SOLE DISCRETION
OF LESSOR, AND MAY BE EXERCISED AS OFTEN AS OCCASION THEREFORE SHALL
OCCUR. THE FAILURE OF LESSOR TO EXERCISE ANY RIGHT OR REMEDY SHALL IN NO
EVENT BE CONSTRUED AS A WAIVER OR RELEASE OF THE RIGHT OR REMEDY. THE
AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST THE
LESSEE SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, OR BY
ANY IMPERFECT EXERCISE THEREOF, AND SHALL NOT BE EXTINGUISHED BY ANY
JUDGMENT ENTERED PURSUANT THERETO. SUCH AUTHORITY AND POWER MAY BE
EXERCISED ON ONE OR MORE OCCASIONS, FROM TIME TO TIME, IN THE SAME OR
DIFFERENT JURISDICTIONS, AS OFTEN AS LESSOR SHALL DEEM NECESSARY OR
DESIRABLE, FOR ALL OF WHICH THIS LEASE AGREEMENT OR A COPY OF THIS LEASE
AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. THIS
POWER OF ATTORNEY IS COUPLED WITH AN INTEREST AND MAY NOT BE TERMINATED
trade fixtures, decorations, signs, contents, installments and betterments) substantially to the condition thereof immediately prior to such damage or destruction, limited, however, to the extent of the insurance proceeds received by Lessor therefor. If (a) the Leased Premises is rendered wholly untenable, or (b) the Leased Premises is damaged in whole or in part as a result of a risk which is not covered by Lessor's insurance policies, or (c) the Leased Premises is damaged in whole or in part during the last year of the term (or of any renewal term) hereof, then or in such events, Lessor may elect either to repair the damage as aforesaid, or to cancel this lease by written notice of cancellation given to Lessee within ninety (90) days after the date of such occurrence, and thereupon this lease shall cease and terminate with the same force and effect as though the date set forth in the Lessor's said notice were the date herein fixed for the expiration of the term hereof and Lessee shall vacate and surrender the Leased Premises to Lessor. Upon the termination of this lease, as aforesaid, Lessee's liability for the rents reserved hereunder shall cease as of the effective date of the termination of this lease, subject, however, to the provisions for the prior abatement of rent hereinafter set forth. Unless this lease is terminated by Lessor, as aforesaid, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary, and Lessee shall repair, restore and replace Lessee's trade fixtures, decorations, signs, contents, installations and betterments in the Leased Premises in a manner and to at least a condition equal to that existing prior to their damage or destruction. If by reason of such fire or other casualty the Leased Premises is rendered wholly untenantable, the rent and shall be fully abated, or if only partially damaged such rent shall be abated proportionately on a square footage basis as to that portion of the Leased Premises rendered untenantable, in either event (unless Lessor shall elect to terminate this lease, as aforesaid) until fifteen (15) days after notice by Lessor to Lessee that the Leased Premises have been substantially repaired and restored or until Lessee's business operations are restored in the entire Leased Premises, whichever shall occur sooner. If such damage or other casualty shall be
caused by the negligence of the Lessee or of Lessee's subtenants, concessionaires, licensees, contractors or invitees or their respective agents or employees, there shall be no abatement of rent. Except for the abatement of the rent hereinabove set forth, Lessee shall not be entitled to and hereby waives all claims against Lessor for any compensation or damage for loss of use of the whole or any part of the Leased Premises and/or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration.

(b) Condemnation. If the whole of the Leased Premises shall be taken for any public or quasi public use under any statute or by right of eminent domain, then this Lease shall automatically terminate as of the date the title shall be taken. If any part of the Leased Premises shall be taken as to render the remainder thereof unusable for the purposes intended hereunder, then either the Lessor or the Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the other given within ninety (90) days after the time of such taking. In the event that this Lease shall terminate or be terminated, the rental shall, if and as necessary, be equitably adjusted. If any part of the Leased Premises shall be so taken, but the remainder thereof shall be usable for the purposes intended hereunder, this Lease shall not terminate or be terminated, and the rental shall be equitably apportioned to the space so taken, the relative value of inside and outside space given due consideration. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong and be the property of Lessor with participation by Lessee only to the extent of the Lessee’s moving expenses; provided, however, that nothing contained herein shall be construed to preclude the Lessee from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation of or damage to or cost of removal of, or for the value of stock, trade, fixtures, furniture and other personal property belonging to the Lessee; provided, however, that no such claim shall diminish or otherwise adversely affect Lessor’s award.
21. **Waiver of Subrogation.** The Lessor and Lessee waive all rights, each against the other, for damages caused by fire or other perils covered by insurance where such damages are sustained in connection with the occupancy of the Leased Premises.

22. **Sublet and Assignment.** Lessee shall not assign this Agreement or sublet the Leased Premises without the prior written consent of Lessor. Lessor agrees that such consent will not be unreasonably withheld, provided, however, that any assignment or subletting shall not alter Lessee's obligation under the within Agreement.

23. **Subordination.** This Agreement shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Leased Premises. Although no instrument or act on the part of the Lessee shall be necessary to effectuate such subordination, the Lessee shall, nevertheless, execute and deliver such further instruments subordinating this Agreement to the lien of such mortgages as may be desired by the mortgagee. The Lessee hereby appoints the Lessor as its attorney-in-fact, irrevocably, to execute and deliver any such instrument for the Lessee.

24. **Estoppel Certificate.** At any time, and from time to time, upon the written request of Lessor or any mortgagee, Lessee within twenty (20) days of the date of such written request agrees to execute and deliver to Lessor and/or such mortgagee, without charge in a form reasonably satisfactory to Lessee, Lessor and/or such mortgagee, a written statement: (i) ratifying this Lease; (ii) confirming the Lease Commencement Date and expiration date of the term of this Lease; (iii) certifying that Lessee is in occupancy of the Demised Premises, and that this Lease is in full force and effect and has not been modified, assign, supplemented or amended, except by such writings as shall be stated; (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by Lessor have been satisfied or performed, except as shall be stated; (v) certifying that Lessor is not in default under this
Lease and there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating the defaults and/or defenses claimed by Lessee; and (vi) any other information which Lessor or the mortgagee may reasonably require.

25. **Termination and Holdover.** Upon the expiration of the term of this Lease, the Lessee shall remove its goods and effects and peaceably yield up to the Lessor the Leased Premises. Notwithstanding any provision of law or any judicial decision to the contrary, no notice shall be required to terminate the term of this Agreement of Lease on the date herein specified and the term hereof shall expire on the date herein mentioned without notice being required from either party; and in the event that the Lessee, any assignee or sublessee remains beyond the expiration date of the term herein, it is the intention of the parties and it is hereby agreed that a tenancy from month to month shall arise, terminable by either party upon thirty (30) days prior written notice.

26. **Notices.** All notices to be given hereunder by either party shall be in writing and sent by registered or certified mail to the party intended to be notified at the following addresses: Lessor

**DOH REDACTED**

Lessee –1594 Cumberland St Suite 300, Lebanon PA 17042. Any notice given in the manner prescribed above shall be effective three (3) days after the date of mailing, the postmark being sufficient evidence of the date of such mailing. Either party hereto may designate in writing another person and address to whom such notices shall be sent.

27. **Trash Dumpster.** The Lessee shall install a trash dumpster to the right side of the Leased Premises where designated by Lessor and shall maintain and use the same throughout the duration of this Lease. In the event the Lessee shall fail to maintain the trash dumpster and the surrounding area in a clean and orderly manner, Lessor shall have the right, but not the obligation, to do so and to charge the Lessee for such services as additional rent.

28. **Disability and Accommodation.** Lessee shall be responsible for any changes necessary to
comply with any Federal or local disability discrimination laws and regulations in the common areas of
the building. Lessee shall be responsible for any changes required to the leased space necessary to
comply with such laws and regulations, and any requirements which may impose any duty upon Lessor
or Lessee applicable to the Lessee’s use or occupancy of the Leased Premises. Further, Lessee agrees to
indemnify and hold Lessor harmless against all claims and liability for Lessee’s failure to comply with
Title III of the Americans with Disabilities Act with respect to the common areas of the building or
improvements to the Leased Premises previously constructed by Lessor.

29. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement
between the parties hereto and the terms, covenants and conditions hereof may not be changed orally but
only by an instrument in writing signed by the party against whom enforcement of the change,
modification or discharge is sought. The failure of either party hereto to insist in any one or more cases
upon the strict performance of any term, covenant or condition of this Agreement to be performed or
observed by the other party hereto shall not constitute a waiver or relinquishment for the failure of any
such term, covenant or condition.

30. **Security Deposit.** Lessee shall deposit with Lessor upon the execution of this Lease the
sum of [DOH REDACTED] as security for the faithful performance of all the terms,
covenants and conditions of this Lease which sum, without interest, if the Lessee shall have fully and
faithfully complied with all of the terms, covenants and conditions of this Lease shall be returned to the
Lessee upon the termination of this Lease.

If, however, Lessee shall have committed an event of default in the performance of any
of the terms, covenants and conditions of this Lease at any time, said sum of [DOH REDACTED]
for any portion thereof may, at Lessor’s sole option, be used, applied or retained to the extent
required for the payment of any rent and additional rent or any other sum as to which Lessee is in such
event of default, or for any sum which Lessor may expend or may be required to expend by reason of
Lessee’s event of default in respect of any of the terms, covenants and conditions of the Lease,
including, but not limited to, any damages or deficiency accrued before or after summary proceedings,
or other re-entry to Lessor. Upon demand by Lessor, the Lessee shall pay over to the Lessor such sum
as will be thereafter due to restore the security in the amount of DOH REDACTED and
the failure of Lessee to so pay shall constitute an event of default in the performance of the terms,
covenants and conditions of this Lease.

31. Successors and Assigns. The terms, conditions and covenants of this Agreement shall be
binding upon and shall inure to the benefit of Lessor and Lessee and their respective executors,
administrators, heirs, distributees, legal representatives, successors and assigns.

32. Governing Law. This Lease Agreement shall be governed by the laws of the
Commonwealth of Pennsylvania.

33. Indemnification.

(a) Lessee shall defend, pay, indemnify and save free and harmless Lessor from and
against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of
any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and
expenses, including attorney’s fees, resulting from or in connection with (i) loss of life, bodily or
personal injury or property damage arising, directly or indirectly, out of or from or on account of any
occurrence in, upon, at or from the Leased Premises or occasioned wholly or in part through the use and
occupancy of the Leased Premises or any improvements therein or appurtenances thereto, or by any act
or omission of Lessee or any subtenant, concessionaire or licensee of Lessee, or their respective
employees, agents, contractors or invitees in, upon, at or from the Leased Premises or its appurtenances
and (ii) breach of any terms and conditions of this Lease by any act or omission of Lessee or any
subtenant, concessionaire or licensee of Lessee, or their respective employees, agents, contractors or invitees; and (iii) Lessee's failure to comply with all applicable laws;

(b) Lessee and all those claiming by, through or under Lessee shall store their property in and shall occupy and use the Leased Premises and any improvements therein and appurtenances thereto solely at their own risk, and Lessee and all those claiming by, through or under Lessee hereby release Lessor, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising, directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof;

(c) Lessor shall not be responsible or liable at any time to Lessee, or to those claiming by, through or under Lessee, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons, or any other lessees or occupants of any portion of Leased Premises;

(d) Lessor shall not be responsible or liable at any time for any defects, latent or otherwise, in the Leased Premises or the building of which the Leased Premises is a part, nor shall Lessor be responsible or liable at any time for loss of life or any of the equipment, machinery utilities, appliances or apparatus therein, nor shall Lessor be responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of Lessee, or those claiming by, through or under Lessee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Leased Premises or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of the Leased Premises or the building of which the Leased Premises is a part;
(c) Lessee shall give prompt notice to Lessor in case of fire or other casualty or accidents in the Leased Premises or in the building of which the Leased Premises forms a part or of any defects therein or in any of its fixtures, machinery or equipments;

(f) In case Lessor, without fault on its part, shall be made a party to any litigation or investigation commenced by or against Lessee, then Lessee shall indemnify and hold Lessor harmless therefrom and shall pay Lessor all costs and expenses, including reasonable attorneys' fees, which Lessor may sustain by reason thereof;

(g) If the Lessee defaults in the observance or performance of any term or covenant on the Lessee's part to be observed or performed under any of the terms or provisions in any paragraph of this Agreement, the Lessor may immediately or at any time thereafter and without notice perform the same for the account of the Lessee, and if the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, attorneys' fees in instituting, prosecuting or defending, any action or proceeding, such sums or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by the Lessee to the Lessor within thirty (30) days of the rendition of any bill or statement to the Lessee therefor;

(h) Lessee expressly acknowledges that all of the foregoing provisions of this Paragraph 33 shall apply and become effective from and after the date Lessor shall deliver possession of the Leased Premises to Lessee in accordance with the terms of this lease and shall survive the expiration or earlier termination of this Lease.

34. Limitation Upon Lessors' Liability. Neither the Lessor nor any principal of the Lessor, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the premises, and if the Lessor is in breach or default with respect to Lessors' obligations under this Lease or otherwise, Lessee shall look solely to the equity of the Lessor in the Leased Premises.
for the satisfaction of Lessee's remedies.

35. **Lessor’s Work.** Lessee shall only be responsible for the initial serving of the HVAC as further detailed in Section 8(b).

36. **Lessee’s Work.** Lessee shall be responsible for all tenant improvements to the Leased Premises but shall be provided with a tenant improvement allowance of **DOH REDACTED** (“TI Allowance”). If the Lease shall terminate prior to the expiration of Lease Year 5, Lessee shall be responsible for **DOH REDACTED** for each Lease Year remaining prior to the expiration of Lease Year 5 (“TI Allowance Reimbursement”). The TI Allowance Reimbursement shall be payable to Lessor immediately upon termination of the Lease.

37. **Financial Statements and Other Entity Information.** In order to induce Lessor to enter into this Lease, Lessee agrees to provide Lessor, within fifteen (15) days of execution of this Lease, the following: (i) financial statements (including a balance sheet and statement of income and expenses on an annualized basis) (“Financial Statements”) for the previous two (2) calendar years reflecting Lessee’s then current financial condition, including Financial Statements for any Guarantor (as defined below); (ii) a copy of the Lessee’s Operating Agreement and Certificate of Formation; and (iii) completion of W-9 Form. Thereafter, during the term of this Lease and any renewal term, Lessee agrees that it shall promptly deliver to Lessor, within thirty (30) days of the end of the Lessee’s fiscal year and upon Lessor’s written request, which shall not be more often than one per year, Lessor’s and Guarantor’s Financial Statements.

38. **Personal Guaranty.** In order to induce Lessor to enter into this Lease, Lessee shall cause the Member(s) of the Lessee (“Guarantor”) to provide a Personal Guaranty to Lessor whereby Guarantor unconditionally guarantees the payment of the rent by the Lessee and the performance by Lessee of all the financial duties and other obligations under the Lease Agreement. The Personal Guaranty shall be in
the form that is attached hereto, and incorporated herein, as Exhibit “B”.

39. Relocation. Lessor retains the right to relocate Lessee within Rosehill Plaza or another property owned or operated by Lessor within a five (5) mile radius of the Leased Premises. Lessee shall be responsible for the physical move of equipment and inventory. Lessor shall be responsible for the reasonable expenses to renovate and relocate Lessee to space of comparable size and décor under the same terms and conditions herein stipulated. Lessor shall also be responsible for the reasonable expenses related to having the signs installed at the new premises.

40. Compliance with Laws. The parties acknowledge that myriad regulations and local, state, and federal laws and private persons shall govern the operation of Lessee’s use of the Leased Premises and the Lessee will be responsible for compliance with all mandates and requirements of any nature. Lessee’s foregoing obligation shall encompass (i) all state and local laws and regulations from any governmental authority with jurisdiction over Lessee’s use, including but not limited to the Commonwealth of Pennsylvania’s Medical Marijuana Act and local zoning ordinances; and (ii) all federal laws to the extent those laws are not inconsistent with state and local laws allowing the Lessee to use the Leased Premises for the permitted uses specified herein. The covenant to comply encompasses all applicable laws that become effective before and during the Lease Term, as may be extended (collectively, the “Mandates”), regardless of the cost of such compliance. Lessee’s inability to comply with the Mandates shall be grounds for immediate termination of this Lease.

41. Conduct at Leased Premises. Lessee agrees that the use of marijuana or other similar substance on the Leased Premises is prohibited and shall eliminate any strong odors that can permeate to other tenants of the property. In the event the Lessor determines, in their sole discretion, that security services are needed at Roschill Plaza due to the conduct at the Leased Premises, Lessee shall be responsible, at Lessee’s sole cost and expense, to engage appropriate security services at the Leased
Premises to ensure compliance with the Lease Agreement and safety of the Rosehill Plaza tenants, their employees, invitees and guests.

42. **Landlord’s Right to Termination.** Notwithstanding any other provisions of this Lease, it is agreed between the Lessor and the Lessee that Lessor shall have the right upon Lessor’s sole election, upon five (5) days prior written notice to Lessee or, if sooner, upon the effective date of any court order, to terminate this Lease in the event any of these causes arise:

(a) The seizure by any governmental authority seeking forfeiture of the building

housing the Leased Premises;

(b) The entry of judgment that has the effect (whether by restraining order, injunction, declaration, or otherwise) of establishing the Lessee’s use of the Leased Premises or Common Areas constitutes a public or private nuisance;

(c) The commencement of an action under any federal, state, or local law or regulation seeking remediation of the Leased Premises or any portion of the building housing the

Leased Premises as a result of a violation by the Lessee of any applicable law, regulation or statute, irrespective of Lessee’s intent and course of action following its commencement;

(d) A final, appealable judgment having the effect of establishing that Lessee’s operation violates Lessor’s contractual obligations (i) pursuant to any private covenants of record restricting Lessor’s building housing the Leased Premises, (ii) regarding good faith and fair dealing to any third party, including other tenants of the building housing the Leased Premises, or (iii) pursuant to its obligations under its mortgage agreement with Lessor’s bank; and

(e) The Lessee’s activities or presence in the Leased Premises causes other tenants of the building where the Leased Premises are located representing more than 50% of the building’s rentable square footage to withhold rent or vacate or threaten to vacate.
[Signature page follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

The undersigned acknowledges that he understands the confession contained in Paragraph 18 hereof, that this transaction is commercial in nature and that he waives any right to a hearing which would otherwise be a condition to Lessor's obtaining the judgments authorized by Paragraph 18 hereof.

WITNESS:  

HWD ASSOCIATES  

By:  

LEBANON WELLNESS CENTER, LLC  
t/d/b/a LEBANON BUSINESS ASSOCIATES  

By:  

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EXHIBIT “A”

Leased Premises Description

See attachment.
Exhibit “B”

Form of Personal Guaranty

PERSONAL GUARANTY
ATTACHED TO AND MADE PART OF THE LEASE AGREEMENT
DATED FEBRUARY 24, 2017 BETWEEN
HWD ASSOCIATES LESSOR”) AND
LEBANON BUSINESS ASSOCIATES (“LESSEE”)

The undersigned “Guarantor,” in consideration of the making of the foregoing Lease Agreement between Lessor and Lessee, does hereby unconditionally guarantee the payment of the rent by the Lessee and the performance by Lessee of all the financial duties and other obligations under the Lease Agreement.

THE FOLLOWING SECTION SETS FORTH A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST GUARANTOR. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST GUARANTOR, GUARANTOR HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY AND, ON THE ADVICE OF THE SEPARATE COUNSEL OF GUARANTOR, UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS THAT GUARANTOR HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND OF THE COMMONWEALTH OF PENNSYLVANIA.

THE GUARANTOR HEREBY, JOINTLY AND SEVERALLY, IRREVOCABLY AUTHORIZES AND EMPowers ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR FOR THE GUARANTOR AT ANY TIME AFTER DEFAULT HEREUNDER NOT CURED WITHIN APPLICABLE GRACE PERIODS IN ANY ACTION BROUGHT AGAINST THE GUARANTOR ON THIS AGREEMENT AT THE SUIT OF LESSOR, WITH OR WITHOUT DECLARATION FILED, AS OF ANY TERM, AND THEREIN CONFESS OR ENTER JUDGMENT AGAINST THE GUARANTOR FOR THE ENTIRE AMOUNT OWED AND ALL OTHER SUMS PAID BY LESSOR TO OR ON BEHALF OF THE GUARANTOR PURSUANT TO THE TERMS OF THIS AGREEMENT, TOGETHER WITH COSTS OF SUIT AND OTHER EXPENSES IN CONNECTION THERewith, AND TOGETHER WITH A REASONABLE ATTORNEY'S FEE, TOGETHER WITH INTEREST ON ANY JUDGMENT OBTAINED BY LESSOR, INCLUDING INTEREST FROM THE DATE OF DEFAULT AND BEFORE, FROM AND AFTER THE DATE OF ENTRY OF JUDGMENT AND FROM AND AFTER THE DATE OF EXECUTION, JUDICIAL, OR SHERIFF’S SALE UNTIL ACTUAL PAYMENT IS MADE TO LESSOR OF THE FULL AMOUNT DUE HEREUNDER WITHOUT LOSS TO LESSOR; AND FOR SO DOING THIS AGREEMENT OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL THE AMOUNTS DUE HEREUNDER.
THE GUARANTOR KNOWINGLY, AND AFTER CONSULTATION WITH INDEPENDENT COUNSEL, WAIVES HIS RIGHT TO BE HEARD PRIOR TO THE ENTRY OF SUCH JUDGMENT AND UNDERSTAND THAT UPON ENTRY SUCH JUDGMENT SHALL BECOME A LIEN ON ALL REAL AND PERSONAL PROPERTY OF THE GUARANTOR IN THE COUNTY IN WHICH SUCH JUDGMENT IS ENTERED.

THE GUARANTOR ACKNOWLEDGES AND AGREES THAT THIS SECTION 18 CONTAINS PROVISIONS UNDER WHICH LESSOR MAY ENTER JUDGMENT BY CONFESSION AGAINST THE GUARANTOR. BEING FULLY AWARE OF HIS RIGHT TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIM THAT MAY BE ASSERTED AGAINST HIM BY LESSOR HEREUNDER BEFORE JUDGMENT IS ENTERED, THE GUARANTOR HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO LESSOR'S ENTERING JUDGMENT AGAINST HIM BY CONFESSION PURSUANT TO THE TERMS HEREOF.

THE GUARANTOR ALSO ACKNOWLEDGES AND THE GUARANTOR AGREES THAT THIS SECTION CONTAINS PROVISIONS UNDER WHICH LESSOR MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, TAKE POSSESSION OF OR OTHERWISE SEIZE PROPERTY OF THE GUARANTOR IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT. BEING FULLY AWARE OF HIS RIGHTS AFTER JUDGMENT IS ENTERED (INCLUDING THE RIGHT TO MOVE TO OPEN OR TO STRIKE THE JUDGMENT), THE GUARANTOR HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVES THOSE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO LESSOR'S TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE GUARANTOR.

THE GUARANTOR HEREBY CERTIFIES: THAT HE IS REPRESENTED BY COUNSEL AND THAT COUNSEL HAS REVIEWED WITH AND EXPLAINED TO THE GUARANTOR THE MEANING AND CONSEQUENCES OF THE ABOVE-DESCRIBED REMEDIES AND WAIVERS. THE REMEDIES OF LESSOR PROVIDED IN THIS AGREEMENT OR OTHERWISE AVAILABLE TO LESSOR AT LAW OR IN EQUITY AND THE WARRANTS OF ATTORNEY HEREIN OR THEREIN CONTAINED, SHALL BE CUMULATIVE AND CONCURRENT, AND MAY BE PURSUED SINGLY, SUCCESSIVELY, AND TOGETHER AT THE SOLE DISCRETION OF LESSOR, AND MAY BE EXERCISED AS OFTEN AS OCCASION THEREFORE SHALL OCCUR. THE FAILURE OF LESSOR TO EXERCISE ANY RIGHT OR REMEDY SHALL IN NO EVENT BE CONSTRUED AS A WAIVER OR RELEASE OF THE RIGHT OR REMEDY. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST THE GUARANTOR SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, OR BY ANY IMPERFECT EXERCISE THEREOF, AND SHALL NOT BE EXTINGUISHED BY ANY JUDGMENT ENTERED PURSUANT THERETO. SUCH AUTHORITY AND POWER MAY BE EXERCISED ON ONE OR MORE OCCASIONS, FROM TIME TO TIME, IN THE SAME OR DIFFERENT JURISDICTIONS, AS OFTEN AS LESSOR SHALL DEEM NECESSARY OR DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT OR A COPY OF THIS AGREEMENT
VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. THIS POWER OF ATTORNEY IS COUPLED WITH AN INTEREST AND MAY NOT BE TERMINATED BY GUARANTOR AND SHALL NOT BE REVOKED OR TERMINATED BY GUARANTOR AND SHALL NOT BE REVOKED OR TERMINATED BY GUARANTOR'S LIQUIDATION OR DISSOLUTION (IF APPLICABLE).


Guarantor also agrees that Lessor is not first required to enforce against Lessee or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement thereof against Guarantor. A lawsuit may be brought and maintained against the Guarantor by Lessor to enforce any liability, obligation or duty guaranteed by this Agreement without the necessity of joining the Lessee or any other person in the lawsuit.

It is expressly agreed and understood that Guarantor additionally and unconditionally guarantees the performance under the Lease Agreement of LEBANON BUSINESS ASSOCIATES.

[Signature page follows]
Executed to be effective as of the 24TH day of February, 2017.

GUARANTOR:

Name__Robert Kemp Managing Member
Address: 1594 Cumberland St Suite 300
Lebanon, PA 17042

Phone Number: [REDACTED]
Email Address: lebanonwellnesscenter@gmail.com
AFFIDAVIT OF CONSENT BY PROPERTY OWNER

Pursuant to 35 P.S. §10231.101 et. seq. and 28 Pa. Code §1141.29(b) I, George Christianson, hereby swear and affirm, subject to penalties of law including 18 Pa. C.S. §4904 relating to unsworn falsification to authorities that:

1. I am the property owner of the real estate located on [redacted] and identified as Parcel # [redacted], consisting of approximately 2,000 square feet.

2. As owner of said property, I have entered into a lease with applicant, Lebanon Wellness Center, LLC, t/d/b/a Lebanon Business Associates with respect to said real estate in connection with their application for a Dispensary permit under Pennsylvania’s Medical Marijuana Act.

3. As the property owner, I consent to the operation of a medical marijuana organization on the proposed site for, at a minimum, the term of the initial permit, and acknowledge the use for which they are applying for said permit.

Date: 3/13/17

[Signature]
Print Name

A photocopy of this authorization shall be deemed valid for this purpose.

Sworn to and subscribed before me this 13th day of March, 2017.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Mary E. Kane, Notary Public
Gettysburg Boro, Adams County
My commission expires September 17, 2019
EXHIBIT A
AFFIDAVIT OF CONSENT BY PROPERTY OWNER

Pursuant to 35 P.S. §10231.101 et. seq. and 28 Pa. Code §1141.29(b) I, George Christianson, hereby swear and affirm, subject to penalties of law including 18 Pa. C.S. §4904 relating to unsworn falsification to authorities that:

1. I am the property owner of the real estate located on [REDACTED] and identified as Parcel # [REDACTED] consisting of approximately [REDACTED] square feet.

2. As owner of said property, I have entered into a lease with applicant, Lebanon Wellness Center, LLC, t/d/b/a Lebanon Business Associates with respect to said real estate in connection with their application for a Dispensary permit under Pennsylvania’s Medical Marijuana Act.

3. As the property owner, I consent to the operation of a medical marijuana organization on the proposed site for, at a minimum, the term of the initial permit, and acknowledge the use for which they are applying for said permit.

Date: 3/13/17

[Signature]
Print Name

A photocopy of this authorization shall be deemed valid for this purpose.

Sworn to and subscribed before me this 13th day of March, 2017.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mary E. Kane, Notary Public
Gettysburg Borough, Adams County
My commission expires September 17, 2019
AFFIDAVIT OF CONSENT BY PROPERTY OWNER

Pursuant to 35 P.S. §10231.101 et. seq. and 28 Pa. Code §1141.29(b) I, Charles Howard Kinloch, hereby swear and affirm, subject to penalties of law including 18 Pa. C.S. §4904 relating to unsworn falsification to authorities that:

1. I am the property owner of the real estate located at DOH REDACTED

2. As owner of said property, I have entered into an unexpired lease with applicant, Lebanon Wellness Center, LLC, t/d/b/a Lebanon Business Associates with respect to said real estate in connection with their application for a Dispensary permit under Pennsylvania’s Medical Marijuana Act.

3. As the property owner, I consent to the operation of a medical marijuana organization on the proposed site for, at a minimum, the term of the initial permit, and acknowledge the use for which they are applying for said permit.

Date: 2/1/2017

Charles Howard Kinloch
Print Name

A photocopy of this authorization shall be deemed valid for this purpose.

Sworn to and subscribed before me this 17th day of February, 2017.

Notary Public

Commonwealth of Pennsylvania

NOTARIAL SEAL

David C. Fox, Notary Public
South Lebanon Township, Lebanon County
My Commission Expires January 26, 2019
DOH REDACTED
DOH REDACTED
DOH REDACTED
DOH REDACTED
DOH REDACTED
Attachment F: Affidavit of Business History

Instructions:

- Each principal or operator of the applicant must complete the Affidavit of Business History.
- Execute the affidavit and save as a PDF file called "Attachment F," using the appropriate file name format. A cover sheet is not needed.
Affidavit of Business History

State of Pennsylvania
County of Lebanon

The undersigned, Kibibi Crenshaw, hereby certifies the following:

During the 10 years preceding the filing date of the initial permit application, the following principal(s), operator(s), financial backer(s) and employee(s), have held a position of management or ownership of a controlling interest in any other business in this Commonwealth or any other jurisdiction involving the manufacturing or distribution of medical marijuana or a controlled substance:

<table>
<thead>
<tr>
<th>Name of individual</th>
<th>Role (principal, operator, financial backer or employee)</th>
<th>Business name and address</th>
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<tbody>
<tr>
<td>Maria Dorf</td>
<td>Principal</td>
<td>Seven Point Dispensary</td>
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<td>Chicago, IL</td>
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<td>Nevada Natural Treatment</td>
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<td>Solutions North Las Vegas,</td>
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<td>Maryland Natural Treatment</td>
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<td>Solutions Glen Burnie,</td>
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<td>Julie Nagle</td>
<td>Principal</td>
<td>Progressive Treatment</td>
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<td>Solutions East St. Louis,</td>
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<td>Maria Dickie</td>
<td>Principal</td>
<td>Weis Pharmacy</td>
</tr>
<tr>
<td></td>
<td></td>
<td>61 Kings Plaza</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Oley, PA 19547</td>
</tr>
</tbody>
</table>

I hereby certify that I am authorized to execute this affidavit on behalf of the applicant and that the information contained herein is true and correct and that there is no misrepresentation, falsification or omissions in this affidavit. I am further aware that any false or misleading statement or omitted information is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

Signature of Affiant and Title
Principal
Date
8/15/17

Sworn to and subscribed before me this 14th day of March, 2017.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
KRISTINA MCCLOSKEY
Notary Public
CITY OF LEBANON, LEBANON COUNTY
My Commission Expires Apr 9, 2018

 pennsylvania DEPARTMENT OF HEALTH
MY COMMISSION EXPIRES:
A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
Attachment G: Affidavit of Criminal Offense

Instructions:

- Each principal or operator of the applicant must complete the Affidavit of Criminal Offense
- Execute the affidavit as instructed and save as a PDF file called "Attachment G," using the appropriate file name format. A cover sheet is not needed.
Affidavit of Criminal Offense

State of Pennsylvania  
County of Lebanon

The undersigned, Kobi Bibi Gaughan, hereby certifies the following by checking the boxes below:

Principal(s):

☒ No principal(s) listed in this permit application have been convicted of a criminal offense graded higher than a summary offense.

☐ One or more principals listed in this permit application have been convicted of a criminal offense graded higher than a summary offense.

If one or more principal(s) listed in this permit application has been convicted of a criminal offense graded higher than a summary offense, please provide below the name(s) of the principal(s) and the offense(s) of which one or more principal(s) was convicted.

Name(s): ______________________________________________________________________
Offense(s): ____________________________________________________________________

Operator(s):

☒ No operator(s) listed in this permit application have been convicted of a criminal offense graded higher than a summary offense.

☐ One or more operator(s) listed in this permit application has been convicted of a criminal offense graded higher than a summary offense.

If one or more operator(s) listed in this permit application has been convicted of a criminal offense graded higher than a summary offense, please provide below the name(s) of the operator(s) and the offense(s) of which one or more operator(s) was convicted.

Name(s): ______________________________________________________________________
Offense(s): ____________________________________________________________________

Financial Backer(s):

☒ No financial backer(s) listed in this permit application have been convicted of a criminal offense graded higher than a summary offense.
☐ One or more financial backer(s) listed in this permit application have been convicted of a criminal offense graded higher than a summary offense.

If one or more financial backer(s) listed in this permit application have been convicted of a criminal offense graded higher than a summary offense, please provide below the name(s) of the financial backer(s) and the offense(s) of which one or more financial backer(s) was convicted.

Name(s): 
Offense(s): 

[Signature of Affiant] [Principal] [Date] 3/15/17

Sworn to and subscribed before me this 15th day of March, 2017

[Notary Public]

COMMONWEALTH OF PENNSYLVANIA

MY COMMISSION EXPIRES:
April 9, 2018

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.
Attachment K: Release Authorization

Instructions:
- Execute the following release authorization.
- Scan the completed and executed release authorization below save it as a PDF file called “Attachment K,” using the appropriate file name format. No cover sheet is needed.
RELEASE AUTHORIZATION

TO: ____________________________________________
(Do not write above this line – For Department of Health Only)

FROM: Lebanon Wellness Center LLC
Applicant's Name

I, Kibibi Gaughan, by and on behalf of the undersigned applicant, have filed a permit application with the Pennsylvania Department of Health (“Department”). I certify that I am authorized by the applicant to submit this Release Authorization on its behalf and to bind the applicant to all provisions within this Release Authorization. I understand that the applicant is seeking the granting of a privilege and acknowledge that the burden of proving the applicant’s qualifications and suitability for a favorable determination is at all times the burden of the applicant.

I understand that a background investigation may be conducted by the Department pursuant to its statutory duty to investigate the character, honesty, integrity and suitability of myself and any entity with which I am associated. I further understand and agree that I am voluntarily executing this Release Authorization to expressly authorize and permit the Department to obtain any and all information it deems necessary, and accept any risk of adverse public notice, embarrassment, criticism, or other action or financial loss which may result from action with respect to this permit application.

The rights and powers herein are granted to facilitate the background investigation being conducted by the Department at my request and on behalf of the applicant and is not otherwise intended to create or establish a legal or fiduciary relationship between the Department, its agents and employees, and me. I hereby acknowledge that no such relationship exists.

1. I hereby authorize and request every person, firm, company, corporation, board, association or institution of any kind, and every Federal, state or local government entity, including but not limited to every court, law enforcement agency, criminal justice agency or probation department, without exception, both foreign and domestic, to whom this Release Authorization is presented having any knowledge, information, documents, forms, photographs, computer files, accounts, ledgers or other items about, relating to or concerning the applicant and to fully discuss with and answer any inquiry made by any duly authorized investigator of the Pennsylvania Department of Health.

2. If this Release Authorization is presented to any brokerage firm, bank, savings and loan, or other financial institution or officer of same, I hereby authorize and request any and all documents, records or correspondence pertaining to the applicant, including but not limited to past loan information, notes, checking account records, savings deposit records, safe deposit box records, passbook records and general ledger folio sheets.

3. I hereby authorize an agent of the Department to obtain and review copies of any and all documents, records or correspondence pertaining to myself and the applicant, and I hereby authorize any Federal, state or municipal agency or body, law enforcement agency or criminal justice agency or department, tax agency or authority, regulatory agency, authority or body, to make full and complete disclosure of any and all information and documents including, but not limited to, documents and information otherwise privileged or not subject to public disclosure, as well as other information on file or available concerning the applicant.

4. This Release Authorization extends to the review and copy of any information protected by law or contact from disclosure, privilege or obligation.

5. I do for the applicant, as well as for myself, my heirs, executors, administrators, successors and assigns, hereby release, remise, exonerate and forever discharge the Department, its members, agents and employees, the Commonwealth of Pennsylvania and its instrumentalities, and any agents and employees
thereof, from any and all liabilities including but not limited to all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, which exist now or in the future against those entities and persons other than relating to a willfully unlawful disclosure or publication of material or information acquired during my investigation.

6. I do for the applicant, as well as for myself, my heirs, administrators, successors and assigns, hereby release, remise, exonerate and forever discharge every person, firm, company, corporation, board, association or institution of any kind, and every Federal, state or local government entity, including but not limited to every court, law enforcement agency, criminal justice agency or probation department, without exception, both foreign and domestic, to whom this request is presented, and any agents or employees thereof, from any and all liabilities, including but not limited to all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, which exist now or in the future against those entities and persons to whom this request is presented, and any agents or employees thereof, arising out of or by reason of the furnishing or inspection of documents, records or other information released in compliance with a request made pursuant to, or as a result of, having been presented with this Release Authorization.

7. The applicant agrees to indemnify and hold harmless the Department, its officials and employees and every person, firm, company, corporation, board, association or institution of any kind, and every Federal, state or local government agency, to whom this request is presented and against all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or by reason of, the acts permitted and provided for in the Release Authorization.

8. I agree that a reproduction of this request by photocopy, facsimile or other similar process shall be for all intents and purposes as valid as the original.

IN WITNESS WHEREOF, I have executed this Release on this 15th day of March 2017.

[Signature]
Authorized Signatory

STATE OF Pennsylvania )
COUNTY OF Lebanon ) ss:

On this 15th day of March 2017, before me, a Notary Public, personally appeared
[Signature]
(known to me or satisfactorily proven) to be the person whose name is subscribed in this Release, and acknowledged that he/she executed the same for the purposes herein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

MY COMMISSION EXPIRES:
April 9, 2018
Attachment L: Applicant Priorities for Multiple Applications

Instructions:
- This attachment is for applicants who are submitting multiple medical marijuana organization permit applications. Use this attachment to indicate your priorities for which medical marijuana regions or counties you prefer for issuance of a permit. Not providing Attachment L as part of your medical marijuana organization permit application indicates that you have no preference.
- If you submit this form more than once, the last form the Department receives will represent your prioritization. This form cannot be submitted without being part of an application.
- If you elect to submit this attachment, please scan the completed form and save it as a PDF file called "Attachment L," using the appropriate file name format.

<table>
<thead>
<tr>
<th>Business Name, as it appears on the applicant’s certificate of incorporation, charter, bylaws, partnership agreement or other official documents:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lebanon Wellness Center LLC</td>
</tr>
<tr>
<td>Trade names and DBA (doing business as) names:</td>
</tr>
<tr>
<td>N/A</td>
</tr>
<tr>
<td>Principal Business Address: DOH REDACTED</td>
</tr>
<tr>
<td>City: DOH REDACTED</td>
</tr>
<tr>
<td>Phone: DOH REDACTED</td>
</tr>
</tbody>
</table>

A. Priorities for Multiple Grower/Processor Permit Applications

Please check one of the following:
- □ The applicant would like to make the Department aware of the applicant’s priorities as listed below
- □ The applicant has no preference regarding medical marijuana regions

MEDICAL MARIJUANA REGION | PRIORITY (If you intend to submit a permit application for more than one medical marijuana region, please rank your preferred region from 1-6, with 1 being the highest ranking)
--- | ---
1- Southeast | Priority ___
2- Northeast | Priority ___
3- Southcentral | Priority ___
4- Northcentral | Priority ___
5- Southwest | Priority ___
6- Northwest | Priority ___
B. Priorities for Multiple Dispensary Permit Applications

Please check one of the following:
- □ The applicant would like to make the Department aware of the applicant’s priorities as listed below
- ☒ The applicant has no preference regarding county

<table>
<thead>
<tr>
<th>MEDICAL MARIJUANA REGION</th>
<th>For each region for which you plan to submit multiple applications, please indicate the counties in order of priority, with 1 being the highest</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Southeast</td>
<td>____ Berks</td>
</tr>
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<td></td>
<td>____ Bucks</td>
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<tr>
<td></td>
<td>____ Chester</td>
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<td>____ Delaware</td>
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<td>____ Lancaster</td>
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<td>____ Montgomery</td>
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<td></td>
<td>____ Philadelphia</td>
</tr>
<tr>
<td>2- Northeast</td>
<td>____ Lackawanna</td>
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<td>____ Lehigh</td>
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<td></td>
<td>____ Luzerne</td>
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<td>____ Northampton</td>
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<tr>
<td>3- Southcentral</td>
<td>____ Blair</td>
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<td>____ Cumberland</td>
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<td></td>
<td>____ Dauphin</td>
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<td>____ York</td>
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<tr>
<td>4- Northcentral</td>
<td>____ Centre</td>
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<tr>
<td>5- Southwest</td>
<td>____ Allegheny</td>
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<td>____ Butler</td>
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<td></td>
<td>____ Washington</td>
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<tr>
<td></td>
<td>____ Westmoreland</td>
</tr>
<tr>
<td>6- Northwest</td>
<td>____ Erie</td>
</tr>
<tr>
<td></td>
<td>____ McKean</td>
</tr>
</tbody>
</table>
Employee Qualifications, Description of Duties and Training

Section 9A. Duties, Responsibilities and Roles

Chief Medical Officer: Dr. Ray DeMaio
- As Chief Medical Officer DeMaio is in charge of overseeing all duties related to patient needs. The Chief Medical Officer gives direction to the lead Pharmacist in the dispensary and also aids in daily ordering and patient needs.

Chief Financial Officer: Brian Ammerman
- The Chief Financial Officer reports directly to the CEO and works with the COO in assisting on all strategic matters relating to budget management, cost benefit analysis, patient forecasting and daily dispensary expenses.

Chief Executive Officer: Dr. Kibibi Gaughan
- The Chief Executive officer is the leading role in the Dispensary up management. Gaughan, is in charge of overseeing the COO and CFO and the growth and direction of the dispensary. As well the CEO acts as the main point of communication between the executive board, upper dispensary management and State officials.

Chief Operations Officer: Rob Kemp
- The Chief Operations officer will oversee all aspects of operations. From product ordering to employee hiring Kemp will be hands on and direct the day-to-day operations of the dispensary. As well, Kemp will work directly with the stores general manager and report to the CEO.

General Manager: Laura DeMaio
- The General Manager is the lead person in regards to daily operations within the dispensary. The GM will work directly with the floor leads in making sure all patients are taken care of and the all State guidelines and regulations are met.

Patient Outreach: Lois Mease
- The Patient Outreach individual is in charge of hosting weekly patient events within the greater community. The events focus on not only the benefits of medical cannabis but on how patients can receive their medical cards. As well, Mease will help patients fill out their State applications and guide them through the application process.

Medical Marijuana Research: Marla Dorf
- As the head medical Marijuana researcher Dorf, is in charge of being up to date on all relevant research in regards to strains, products and patient studies. Dorf will also be in charge of working with Patient Outreach and the stores Pharmacist in efforts to make sure they are up to speed with all information.

Security Manager: Richard Fitzgibbons
- The Security Manager will be in charge of all aspects of security inside and outside of the dispensary area. The dispensary manager will also be in charge of working with the
various cultivators in ensuring all deliveries are secure. Fitzgibbons will also work with the Store manager in implementing the standard security protocols.

Pharmacist: Marie Dickie
-The lead Pharmacist will work daily in the dispensary with all current and new patients. X will be in charge of working directly with patients helping them choose what product and strain works best for their aliment. As well, Dickie will work with the general manager in making sure the patient’s needs are taken care of.

Financial Backer: Leonard Mahler
-The financial backer role is an integral part of the back end operations. All financial backers have been chosen due to their successful careers in business and understanding start-up operations. As well, financial backers will ensure that the dispensary has more than adequate financing for all aspects of operations for many years to come.

Medical Advisory Board: Dr. Amy Wescott
-Our medical advisors in our dispensary have vast backgrounds in the medical profession. As a medical advisor Wescott will work directly with the patient outreach professional, chief medical officer and Pharmacist in efforts to make sure the dispensary is on the cutting edge of information and research.

Medical Advisory Board: Dr. Ann Hayes
-Our medical advisors in our dispensary have vast backgrounds in the medical profession. As a medical advisor Hayes will work directly with the patient outreach professional, chief medical officer and Pharmacist in efforts to make sure the dispensary is on the cutting edge of information and research.

Quality Control Manager: Dinny Kinloch
-The quality control manager will work with the dispensary manager to make sure all of the products that are for sale meet the States regulations. Kinloch will make sure that all products are inspected daily, all products are consistent in standards and that all products listed for sale are up to our companies standards.

Section 9B. Qualifications and Biographies

KIBIBI A.M. GAUGHAN, M.D.: currently a physician at Wellspan Family Medicine and Medical Director for Wellspan Good Samaritan Hospital Home Health in Lebanon, Dr. Gaughan earned her undergraduate degree at Boston College and her MD at American University of the Caribbean. She successfully completed her Family Medicine residency at UMass Memorial hospital. Dr. Gaughan is on the Personnel Committee at Lebanon Country Club. Charitably, she actively supports: Development & Disability Services of Lebanon Valley, the United Way, and Young Survivors Coalition (Breast Cancer). Dr. Gaughan has a very personal connection to this
venture, In addition, Dr. Gaughan sees patients of all ages who are in pain but are unable to tolerate prescription medication – many of whom would benefit greatly from medical marijuana.

**LAURA DEMAIO, OD:**
I am an Optometrist who trained at the Pennsylvania College of Optometry. I have worked at Bouquet Mulligan DeMaio Eye Professionals, which has offices in Cleona and Elizabethtown, PA. My business consists of a very busy optometric practice, as well as a state of the art retail optical business. Our business has revenues of per year. I am very active in the local eye care community, as I provide free eye examinations for patients referred to me by the local free medical clinic. I am very interested in offering my glaucoma patients a possible cannabis treatment option, especially when they are failing our existing forms of treatment.

**LOIS JEAN MEASE:**
Lois Mease is a service oriented Registered Nurse with more than 25 years background in a large Veterans Medical Center. Her core competencies include compassion, caring and adaptability, as well as excellent communication and time management skills. Lois handles tasks with accuracy and efficiency.

**JULIE NAGLE:**
Julie Nagle has an extensive background in business organizational design and layout, Human Resources and brings professional management skills within the medical cannabis industry. Ms. Nagle is currently the HR Manager/Co-Owner of Progressive Treatment Solutions (PTS) located in Illinois. PTS was the third cultivation center to receive authorization to grow medical cannabis out of 21 recipients of the coveted medical cannabis licenses. Ms Nagle is proud of the fact that PTS is the only WEBE certified cultivation center in the State of Illinois. Ms. Nagle has built her career and business’s around the notion of treating her employees with dignity while paying a living wage. In addition to the Medical cannabis operation in IL she also owns operations in Nevada and Maryland. Her passion to assist people is what has driven her interest in the newly evolving medical cannabis industry. She can be found volunteering with local small businesses to formalize their business practices and policies. She finds this work rewarding and genuinely enjoys contributing whenever possible.

**MARLA DORF:**
Overcoming the obstacles in life is a challenge that we must all face. Whether these challenges are the result of a congenital disorder, or medical affliction later in life, the aid of a compassionate voice can make all the difference. Making a difference has always been Marla’s goal. Receiving a bachelor’s degree in elementary education, Marla’s personal involvement with young children only increased her desire to help others.
Whether it was tutoring a thirteen year old quadriplegic, or assisting the participants in a program for special needs at the North Shore Special Recreation Association (NSSRA). Marla’s goal has always been to make a difference in someone’s life.

Marla founded the Hearts For Research Foundation, and began successfully raising funds for cancer research. Marla was also an avid supporter of the Y-Me organization, participating in organizing large groups for cancer walks and charity pizza sales.

Marla’s never ending quest for helping others and sharing her compassion took another turn in 2014. She was introduced to the Compassionate Care Act, a statute that allowed the use of medical cannabis in the State of Illinois. Marla’s research in the uses of medical cannabis in the treatments of cancer resulted in her insisting that her family get involved. This involvement has resulted in her family’s participation in multiple states medical cannabis programs.

The achievements of her life have continued to feed her desire to make a difference.

**ROBERT KEMP:**
Rob Kemp is President and Founder of K&R Sales Inc. and DRT Transportation LLC. He currently is the managing partner for both enterprises, which are among the nation’s fastest growing 3PL’s in INC. Magazine’s annual list. K&R Sales provides 3PL Sales support for midsize transportation companies thru its national sales platform. DRT Transportation provides Truckload, LTL and Intermodal solutions throughout all 50 states, Canada, and Mexico. DRT Logistics, a sister company, is also an asset owning IMC. Prior to his current role, Rob had founded a regional LTL carrier and a Northeast Truckload operation. He spent time in his early years as a Vice President at New Penn Motor Express, as well as time at Roadway and Saia Motor Freight. Rob currently serves on the Transportation Intermediaries Association Services Board as Treasurer, and the National Industrial Transportation League (NITL) Board. He is a member of the Pennsylvania Society, and President of his local Lions Club.

**CHARLES H. KINLOCH:**
Professional career originated at the steel foundry Quaker Alloy and 17 years later assumed the position of President. Quaker Alloy had a reputation of producing high quality castings in carbon steel and stainless steel for the nuclear, railroad, chemical, and power-generation industries. Customers included Westinghouse, Ingersoll-Rand, General Electric, Siemens and General Dynamics. Initially hired as an Ultrasonics Technician and progressed through other quality control departments inclusive of Radiography, Non Destructive Examination - Magnaflux, Liquid Penetrant, Brinnell, Charpy and dimensional verification. Headed the manufacturing operation
inclusive of melting, pouring, cleaning, welding and cleaning prior to the promotion to President.

Current president of Fresh Creative a DBA of DIS,C that specializes in marketing, advertising, branding, digital and interactive for local, national and international clients. Clients include Delta, Armstrong, Franke, Kronospan, and Multi Housing Depot.

Community involvement with the United Way, WellSpan Good Samaritan Hospital, City of Lebanon, Chairman of the Business Improvement District recruitment committee, Community of Lebanon Association, Lebanon Valley Chamber of Commerce, Volunteers in Medicine, PIAA, Lebanon Valley Tourist Bureau, Local Street Fair, YMCA, Aurora Services, Lebanon School District, Lebanon Farmers Market, and volunteer basketball referee for youth programs. Recently spoke at the Chamber of Commerce CEO forum. NIDMA 501 c 3 board participant. Participant in assisting local businesses with Social Media strategy.

BRIAN G. AMERMAN C.P.A.:

After high school, he attended Penn State and graduated from PSU in 1983. He then moved to Baltimore to work for what is now called Ernst and Young. After five years in Baltimore, Brian’s father and he bought a small accounting practice in Lebanon Pennsylvania and he has been self-employed and managing the practice since 1988. He has 10 employees and specializes in accounting and tax work for a variety of small businesses. He also helped found and later sell an Internet business that was known as SunLink. Brian’s experiences in business, in both running his own business and helping clients with theirs, will help tremendously should the company be successful in the application process.

DOH REDACTED

He has a genuine desire to make medical cannabis safe and available for those who need it.

DOH REDACTED

RAYMOND DEMAIO, MD:
Dr. Raymond DeMaio is an Ophthalmologist who trained at the Penn State Hershey Medical Center. For the past 20 years, he worked in Lebanon, Pennsylvania. He is the majority owner of Bouquet Mulligan DeMaio Eye Professionals, which has offices in Cleona and Elizabethtown, PA. His business consists of a very busy medical practice as well as a state of the art retail optical business. His business has revenues of DOH REDACTED per year. He is very active in the local eye care community, as he provides free eye examinations for patients referred to the office by the local free medical clinic. He has been recognized for his efforts by the Lebanon Lions Club for his eye care service to the underprivileged in Lebanon County. He is very interested in offering glaucoma patients a possible cannabis treatment option, especially when they are failing the existing forms of treatment. DOH REDACTED He is very interested in cannabis derivatives that could be used to help autistic patients.

MARIA L. (KERBER) DICKIE:

I have been a licensed pharmacist for twenty-five years. I see people every day suffering from chronic pain, mental and physical anomalies and often terminal illnesses. It is always with great care that I hear their stories, listen to their concerns, educate them about their medicines and fill their prescriptions. But there is often a nagging sense that I wish there was more that could be done for those who are chronically ill. With the thousands of FDA approved medications we have at our fingertips, there are still those patients for whom traditional medicine fails. I love to think about options in alternative medicine, non-western treatment of disease, acupuncture and botanical oils and I have heard some very positive experiences with them all. I have always been fascinated by the use of other holistic methods to promote overall wellbeing in addition to the traditional medical route. In conjunction with that, I believe that the medical use of cannabis has true potential to significantly improve the quality of life for some individuals who cannot be fully helped by traditional medicine. I look forward to using my knowledge and training in pharmaceutical science to promote the growth and distribution of cannabis for medicinal needs in our state.

LEONARD J. MAHLER:

Leonard Mahler has owned and managed successful product distribution centers for 40 years and excels in areas of effective entrepreneurship and business financing. As COO of Progressive Treatment Solutions he managed the construction and startup of Cultivation operation in Illinois.

As owner and president of Chicago Vendor Supply, Mr. Mahler spent 22 years growing his food distribution company, developing multifaceted expertise with potential to inform a wide range of commercial manufacturing and distribution applications. During his time as president of Chicago Vendor Supply, Mr. Mahler successfully increased his
company’s annual sales from\textsuperscript{DOH REDACTED} and expanded the regional reach of his company to seven states throughout the Midwest.

Additionally, Mr. Mahler owns and manages a water bottling plant for the past 16 years that currently services four states in the Midwest. In recognition of his years of outstanding services, Mr. Mahler received the “Distributor of the Year” award from the National Vending Association. He has been on the Illinois Automatic Merchandising Council board for 28 years and spent eight years serving on their Executive Board. With nearly four decades of experience as a service industry leader skilled in business ownership, management, and continuous successful company growth, Mr. Mahler brings critical production and manufacturing expertise to the team.

AMY M. WESTCOTT, MD CMD FAAHPM:
Amy Westcott is a nationally recognized for both her clinical expertise is in post-acute geriatric palliative care as well as her educational skills. Dr. Westcott is certified in the Stanford Clinical Teaching Framework, has completed the Harvard Palliative Care Education and Practice (PCEP) Program, an AMDA - The Society for Post-Acute and Long-Term Care Certified Medical Director (CMD), a Fellow in the American Academy of Hospice and Palliative Medicine (FAAHPM), and is a two-time recipient of the Geriatric Academic Career Award (GACA) from Health Resources and Services Administration (HRSA). She currently serves as the Teachers Section Chair for the national American Geriatrics Society and is on the board for the regional Pennsylvania Hospice and Palliative Care Network.

ANNE B HAYES, MD:

In my medical practice in Internal Medicine in Lebanon, I care for adults of all ages, but primarily focus on geriatrics. I see patients at 4 of our local nursing homes and since the beginning of 2016 have been the Medical Director at the Hyman Caplan Pavilion which is a Transitional Care Unit affiliated with Wellspan Hospital. I am involved with the Lebanon Free Clinic as a volunteer and since 2011 as the volunteer Medical Director. These outside practice locations have given me an opportunity to treat patients from all walks of life and in all levels of care.
My father began installing electronic security alarm systems in 1978. Fascinated by his work, I began learning the family business at a very young age. My father’s service vehicle provided me with the tools and components I needed to experiment and learn low voltage circuit wiring. My father bought me a computer when I was twelve which lit a passion for self-learning both PC hardware and software. I found reading MSDOS and Windows instructional reference manuals and coding small programs in BASIC more interesting than my schoolwork.

I began installing security and fire alarm systems part-time with my father throughout high school. After graduating from Cedar Crest High School in 1993, I attended Shippensburg University to study computer science for two years. I taught myself how to play the guitar developing a moderate proficiency.

I began working full time for my father in 1996. By 1999 I was designing and installing residential and commercial burglary alarm, video surveillance, access control and fire alarm systems. The satisfaction I feel after a job well-done drives me to learn the latest technology and local codes.
Section 9C. State Required Training

1. Upon hire, Human Resources will enter all new agents into our required training program which must be satisfactorily completed before commencing work at a facility. The company will cover the costs of all required employee training, including all Pennsylvania Department of Health (the Department) required training courses.

2. Training will begin with internal or contracted instructors and trainers covering a wide assortment of subjects, including diversity training, operations, security equipment and measures, product transportation and receiving, product storage, quarantine, inventory quality assurance measures, label verification, inventory management, recall and return policies, diversion prevention, sanitation and safety measures, recordkeeping, and so on.

3. The training program will consist of a series of classes, videos, workbooks, manuals and one-on-one sessions. Trainees must take and pass subject matter examinations and obtain a certificate of completion.

4. Trainees will be enrolled in a Department-approved training course (either administered by the Department or by an approved third party provider). This course will meet or exceed the 2-hour training requirement mandated by Pennsylvania law and regulations.

5. Any new hires who are physicians, pharmacists, physician assistants, and/or certified registered nurse practitioners will also be enrolled in a Department approved 4-hour training course on the latest scientific research on medical marijuana, including the risks and benefits of medical marijuana, and other information deemed necessary by the Department.

6. Once successfully completed, trainees must provide Human Resources with sufficient written proof of the completion of the Department’s required training courses before commencing work at a facility.

7. Human Resources will make follow-up training tools available, including enrollment in our mentorship program whereby an experienced employee will individually mentor a new employee in dispensary daily operations and specific job responsibilities after initial training has been complete. This hands-on mentoring will reinforce much of the information taught and provide a forum for each new hire to ask more detailed questions or seek enhanced assistance in mastering a subject.
8. Human Resources will maintain electronic records of all training courses taken and successfully completed by each employee. HR will track the progress of each employee to ensure they complete all required training before commencing work at a facility. Those employees found to be deficient will be reminded of their obligation to complete training.

9. If required training is not completed within 30 days of initial hire, the subject person may be suspended or terminated from employment.

10. All staff are required to undergo annual refresher training, including up to 10 hours in our refresher training program. If required, employees will undergo additional training in Department-approved courses. Failure to complete refresher training within 60 days of the anniversary of hire is grounds for suspension or termination.

11. Human Resources will track each employee’s completion of refresher training requirements and will provide ample written notices of pending due dates and course options.

12. Human Resources will maintain all training and refresher training attendance logs, certificates of completion, training materials (if available), employee training tracking sheets, and other training related documents and records in electronic form for at least 4 years past the date an employee ceases to work for the company.
<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>EST. DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>State awards dispensary permits</td>
<td>9/1/2017</td>
</tr>
<tr>
<td>Hire Contractor</td>
<td>9/2/2017</td>
</tr>
<tr>
<td>Order Long Lead Time Items</td>
<td>9/2/2017</td>
</tr>
<tr>
<td>DOH REDACTED</td>
<td></td>
</tr>
<tr>
<td>Finalize Drawings with Architect, Structural &amp; MEP Engineers</td>
<td>9/12/17</td>
</tr>
<tr>
<td>Apply for Permits</td>
<td>9/13/17</td>
</tr>
<tr>
<td>Obtain Building Permit</td>
<td>10/27/17</td>
</tr>
<tr>
<td>Commence Interior buildout ~ 7 day per week double shift schedule</td>
<td>10/28/17</td>
</tr>
<tr>
<td>DOH REDACTED</td>
<td></td>
</tr>
<tr>
<td>Begin Hiring Employees to Train at Illinois Facility</td>
<td>11/30/17</td>
</tr>
<tr>
<td>DOH REDACTED</td>
<td></td>
</tr>
<tr>
<td>Receive Certificate of Occupancy</td>
<td>1/18/18</td>
</tr>
<tr>
<td>Pass All Inspections Required to Begin Operations</td>
<td>1/20/18</td>
</tr>
<tr>
<td>Final Staff Training and Preparations</td>
<td>1/21/18</td>
</tr>
<tr>
<td>Order and Verify all Inventory as well as check it into our seed to sale tracking software</td>
<td>1/24/18</td>
</tr>
<tr>
<td>Begin Operations</td>
<td>1/25/18</td>
</tr>
<tr>
<td>Name:</td>
<td>Kibibi A.M. Gaughan M.D.</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>Occupation:</td>
<td>physician</td>
</tr>
<tr>
<td>Title in the Applicant's Business:</td>
<td>Chief Executive Officer</td>
</tr>
<tr>
<td>Also know as:</td>
<td></td>
</tr>
<tr>
<td>Date of birth:</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Brian G. Amerman C.P.A.</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Occupation:</td>
<td>certified public accountant</td>
</tr>
<tr>
<td>Title in the Applicant's Business:</td>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td>Also know as:</td>
<td></td>
</tr>
<tr>
<td>Date of birth:</td>
<td>DOH REDACTED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Charles H. Kinloch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Advertising Executive</td>
</tr>
<tr>
<td>Title in the Applicant's Business:</td>
<td>Quality Control Manager</td>
</tr>
<tr>
<td>Also know as:</td>
<td></td>
</tr>
<tr>
<td>Date of birth:</td>
<td>DOH REDACTED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Robert Kemp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Sales and Transportation Executive</td>
</tr>
<tr>
<td>Title in the Applicant's Business:</td>
<td>Chief Operations Officer</td>
</tr>
<tr>
<td>Also know as:</td>
<td></td>
</tr>
<tr>
<td>Date of birth:</td>
<td>DOH REDACTED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Lois Jean Mease R.N.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation:</td>
<td>Registered Nurse</td>
</tr>
<tr>
<td>Title in the Applicant's Business:</td>
<td>Patient Outreach</td>
</tr>
<tr>
<td>Also know as:</td>
<td></td>
</tr>
<tr>
<td>Date of birth:</td>
<td>DOH REDACTED</td>
</tr>
<tr>
<td>Name: Maria Lynne Dickie</td>
<td>Name: Amy Margaret Westcott M.D. CMD FAAHPM</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>Occupation: pharmacist</td>
<td>Occupation: Medical Advisory Board</td>
</tr>
<tr>
<td>Title in the Applicant's Business: Dispensary Manager /Pharmacist</td>
<td>Also known as: Amy Margaret Corcoran</td>
</tr>
<tr>
<td>Date of birth:</td>
<td>Date of birth:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Name: Marla Palmer Dorf
Occupation: Teacher
Title in the Applicant's Business: Medical Marijuana Research
Also known as: DOH REDACTED
Date of birth: DOH REDACTED

Name: Julie Nagle
Occupation: Business Owner
Title in the Applicant's Business: Financial Backer
Also known as: DOH REDACTED
Date of birth: DOH REDACTED

Name: Leonard Mahler
Occupation: Business Owner
Title in the Applicant's Business: Financial Backer
Also known as: DOH REDACTED
Date of birth: DOH REDACTED

Name: Richard Fitzgibbons
Occupation: Security Consultant
Title in the Applicant's Business: Security Manager
Also known as: DOH REDACTED
Date of birth: DOH REDACTED
Fax: n/a
Email: **DOH REDACTED**
Attachment I: Affidavit of Capital Sufficiency

Instructions:

- The applicant must submit an affidavit stating that the applicant meets the capital requirements set forth in §1141.30 (relating to capital requirements)
- Note that there are two different versions below:
  - Attachment I-1 is the affidavit for a grower/process applicant
  - Attachment I-2 is the affidavit for a dispensary applicant
- Execute the appropriate affidavit and save as a PDF file called "Attachment I," using the appropriate file name format. A cover sheet is not needed.
ATTACHMENT I-2: AFFIDAVIT OF CAPITAL SUFFICIENCY FOR A DISPENSARY PERMIT APPLICANT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH

AFFIDAVIT OF CAPITAL SUFFICIENCY

State of [REDACTED]
County of [REDACTED]

I, [REDACTED],

For the following applicant:

Lebanon Wellness Center LLC
NAME OF BUSINESS

DOH REDACTED

hereby certify that the Applicant named has at least $150,000 on deposit with one or more financial institutions:
<table>
<thead>
<tr>
<th>Type of Capital</th>
<th>Source of Capital</th>
<th>Name and address of financial institution</th>
<th>Account number</th>
</tr>
</thead>
</table>

I hereby certify that I am authorized to execute this affidavit on behalf of the applicant and that the information contained herein is true and correct and that there is no misrepresentation, falsification or omissions in this affidavit. I am further aware that any false or misleading statement or omitted information is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

Signature of Affiant and Title

Sworn to and subscribed before me this 20th day of March, 2017.

Notary Public

MY COMMISSION EXPIRES:

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

TODD M. HARTMAN, Notary Public
North Cornwall Twp., Lebanon County
My Commission Expires March 23, 2017
ATTACHMENT I-2: AFFIDAVIT OF CAPITAL SUFFICIENCY FOR A DISPENSARY PERMIT APPLICANT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH

AFFIDAVIT OF CAPITAL SUFFICIENCY

State of _______ Illinois _______ )
County of _______ Cook _______ ) ss:

I/we _______ Julie A. Nagle _______

For the following applicant:

Lebanon Wellness Center LLC

NAME OF BUSINESS

DOH REDACTED

ADDRESS

PHONE

CITY

STATE

ZIP CODE

COUNTY

hereby certify that the Applicant named has at least $150,000 on deposit with one or more financial institutions:
<table>
<thead>
<tr>
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I hereby certify that I am authorized to execute this affidavit on behalf of the applicant and that the information contained herein is true and correct and that there is no misrepresentation, falsification or omissions in this affidavit. I am further aware that any false or misleading statement or omitted information is punishable under the applicable provisions of 18 Pa. C.S. Ch. 49 (relating to falsification and intimidation).

[Signature]

Signature of Affiant and Title

Sworn to and subscribed before me this 11th day of March, 2017.

[Signature]

Notary Public

MY COMMISSION EXPIRES:

A photocopy, facsimile or other electronic version of this document shall be accepted as an original signature.