



July 8th, 2015

Nursery Farms, LLC

Patricia Nelson, Director
Office of Compassionate Use
Florida Department of Health
2585 Merchants Row Boulevard
Tallahassee, FL 32311

Dear Ms. Nelson,

Costa Nursery Farms, LLC's application for license to operate as a dispensing organization contains sensitive business and security information that its exempt from public records request under section 11.07(1), F.S., and section 24(a), Art. I of the State Constitution.

Please find this memo explaining the statutory trade secret and security system plan exemptions claimed by Costa Nursery Farms and a listing of the specific exemptions in the application. Please also find the attached Redacted Version of the application, which, having had the sensitive business information has been removed, is prepared for public release upon request.

If you have any questions please do not hesitate to contact me.

Cordially,

A handwritten signature in black ink that reads "A. Cabrera".

Arianna Cabrera

27800 Southwest 162nd Avenue | Miami, Florida
33170 | O 305.247.3248 | F 786.272.6137

I. Trade Secrets Exemption

Section 815.045, F.S., exempts trade secrets as defined in section 812.081(c), F.S., from public records request under section 119.07(1), F.S., and section 24(a), Art. I of the State Constitution. Section 815.045, F.S., which requires agency's to keep trade secrets in their possession confidential, reads:

815.045 Trade secret information.—The Legislature finds that it is a public necessity that trade secret information as defined in s. [812.081](#), and as provided for in s. [815.04\(3\)](#), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Due to the legal uncertainty as to whether a public employee would be protected from a felony conviction if otherwise complying with chapter 119, and with s. 24(a), Art. I of the State Constitution, it is imperative that a public records exemption be created. The Legislature in making disclosure of trade secrets a crime has clearly established the importance attached to trade secret protection. Disclosing trade secrets in an agency's possession would negatively impact the business interests of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of governmental functions. Thus, the public and private harm in disclosing trade secrets significantly outweighs any public benefit derived from disclosure, and the public's ability to scrutinize and monitor agency action is not diminished by nondisclosure of trade secrets.

Section 812.081, F.S., defines trade secrets. The statute reads, in relevant part:

- (c) "Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. "Trade secret" includes any scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:
1. Secret;
 2. Of value;

3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it

when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

The right to exclude competitors from access to data held by a company is a central value fundamental to trade secrets. *Ruckelshaus v. Monsanto Co.*, 467 U.S. 986, 1011-1012 (U.S. 1984) (holding that the economic value of a trade secret lies in the advantage over competitors the holder of the trade secret enjoys by virtue of its exclusive access to the data.) As a private company, Costa Nursery Farms enjoys a significant advantage over its competitors by keeping the details of their cultivation techniques and financial returns secret. Were this information to become public, Costa Nursery Farms' position in negotiating contracts, an essential component of their business, would be severely and irrevocably impaired. It is for this reason that Costa Nursery Farms has always closely guarded their balance sheets and company SOPs over the 30 plus years of their existence.

The following information included in Costa Nursery Farms' application is valuable and confidential scientific, technical, or commercial information, held private by Costa Nursery Farms, solely for that business' advantage and only revealed in this application to demonstrate the proficiencies necessary to qualify for licensure as a dispensing organization. It is Costa Nursery Farms' expectation that this information will only be used for the purpose of considering Costa Nursery Farms' dispensing organization application and will not be shared or disseminated beyond those individuals at the Florida Department of Health who are essential to evaluating the applicants for dispensing organizations.

Costa Nursery Farms trade secrets included in the application:

- The ownership structure of Costa Nursery Farms
- Costa Nursery Farms' financial statements including assets and liabilities items on DOH application
- Costa Nursery Farms owner's profit distributions and payments and assets to support dispensing organization (table 6)
- Financial obligations
- 2 year budget and forecast
- Information pertaining to planned development of proprietary cannabis strains
- Cannabinoid profile tests
- Cultivation and processing standard operating procedures

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II. Security System Plan Exemption

Section 119.071(3), F.S., exempts security system plans held by state agencies from public records requests under section 119.07(1), F.S., and section 24(a), Art. I of the State Constitution. Section 119.071(3), F.S., which requires agencies to keep security system plans in their possession confidential, reads in relevant part:

(3) SECURITY.—

(a)1. As used in this paragraph, the term “security system plan” includes all:

- a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
 - b. Threat assessments conducted by any agency or any private entity;
 - c. Threat response plans;
 - d. Emergency evacuation plans;
 - e. Sheltering arrangements; or
 - f. Manuals for security personnel, emergency equipment, or security training.
2. A security system plan or portion thereof for:
- a. Any property owned by or leased to the state or any of its political subdivisions; or
 - b. Any privately owned or leased property

held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to security system plans held by an agency before, on, or after the effective date of this paragraph.

Costa Nursery Farms Security System Plan included in this application:

- Security diagrams
- Detail on locking, alarms and surveillance
- Info about storage and vault construction
- Detail on security approach (CCTV etc.)
- All floor plans
- All site plans

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Application			
Page Number	Part	Amount	Exemption Type
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2	Part IIIA		Trade Secret
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7	Part IIIA		Trade Secret
8	Part IIIA		Trade Secret
10	Part IIIA		Trade Secret & Security System Plan
11	Part IIIA		Security System Plan
14	Part IIIA		Trade Secret
15	Part IIIA	(Entire Page)	Security System Plan
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18	Part IIIA		Trade Secret
22	Part IIIA	(Entire Page)	Security System Plan
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Appendix		
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July 7th, 2015

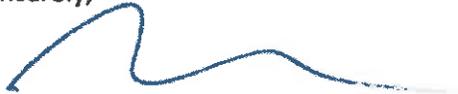
Re: Costa Nursery Farms, LLC.

This letter is to advise you that Costa Nursery Farms, LLC is a valued surety client of Atlantic Specialty Insurance Company, which is one of the main underwriting companies of the OneBeacon Insurance Group. Costa Nursery Farms, LLC remains in good standing and is afforded surety capacity of \$5,000,000.00 for a single project related to obtaining a Dispensing License in Florida to cultivate, process and dispense Low-THC medical marijuana products.

It is our opinion that Costa Nursery Farms, LLC is qualified to perform contracts that fall within this range and their normal scope. This letter is not an assumption of liability, nor is it a bid, bond or a performance bond. It is issued only as a bonding reference requested from us by our client. OneBeacon Insurance Group's decision to issue a bond on behalf of Costa Nursery Farms, LLC will be subject to our standard underwriting including but not limited to acceptance of the financial condition of our client, contract terms and conditions, bonds forms and project financing.

OneBeacon Insurance Group (NYSE:OB) is A rated by A.M. Best with a financial size category of XI and is included in The Department of the Treasury's Listing of Certified Companies.

Sincerely,



Michael J Herranen
Attorney-in-Fact



THE BELLEFON

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Minnetonka, Minnesota, does hereby constitute and appoint: **Michael J. Herranen, Thomas Buckner**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds,

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

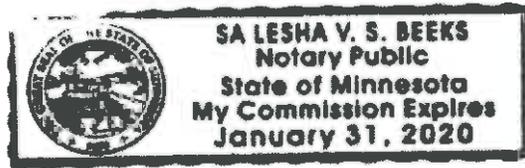
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNIPEN COUNTY

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and



SA Lesha V. S. Beeks
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7 day of July, 2015



This Power of Attorney expires
October 1, 2017

James G. Jordan
James G. Jordan, Assistant Secretary



STATE OF FLORIDA
DEPARTMENT OF HEALTH

Application for Low-THC Cannabis Dispensing Organization Approval

This Application for Low-THC Cannabis Dispensing Organization Approval (Application) is designed to allow the Florida Department of Health, Office of Compassionate Use (OCU) to fulfill its statutory duty to select the five Dispensing Organizations meeting the requirements of section 381.986(5)(b), F.S. (Statute), best able to further the statutory objective of ensuring accessibility and availability of Low-THC cannabis to patients. This has been further clarified to mean that OCU must choose the most dependable, most qualified dispensing organizations that can consistently deliver high-quality Derivative Products. It is important for each Applicant to remember that the Applicant is competing with other Applicants, not with any mandatory minimum criteria set by the OCU. The criteria used to determine which Applicants are selected are drawn directly from the Statute. The items requested in Rule 64-4.002, F.A.C., Initial Application Requirements for Dispensing Organizations (Rule) and this Application are designed to guide OCU in its determination of the most qualified Applicants that can ensure accessibility and availability of Derivative Products by dependably and consistently delivering high-quality Derivative Products.

This Application is divided into four parts:

- I. Part I requires the Applicant to provide basic information about the Applicant and Application.
- II. Part II requires the Applicant to document its compliance with requirements mandated by the Statute.
- III. Part III requires the Applicant to provide the OCU with all items listed in the Rule. Part III is organized differently than the Rule because it is organized based on the scoring system OCU will use to evaluate Applications. Each individual item listed in the Rule and the Application is not mandatory but is designed to elicit information from the Applicant that will assist the OCU in making its selection. Part III is organized as follows:

A. Cultivation (30%)

1. Technical Ability (4.002(2)(a)) [25%]
2. Infrastructure (4.002(2)(e)) [25%]
3. Premises Resources Personnel (4.002(2)(c)) [25%]
4. Accountability (4.002(2)(d)) [25%]

B. Processing (30%)

1. Technical Ability (4.002(2)(a)) [25%]
2. Infrastructure (4.002(2)(e)) [25%]
3. Premises Resources Personnel (4.002(2)(c)) [25%]
4. Accountability (4.002(2)(d)) [25%]

Phone Number: _____ E-mail Address: _____

License Number: _____

Part II

The following information must be submitted and is required by the Statute. A failure to submit the information required by Part II will result in the application being denied prior to any scoring as contemplated in rule 64-4.002(5), F.A.C.

- A. Please submit documentation sufficient to establish the Applicant meets the requirements of Section 381.986(5)(b)1., F.S., specifically:
 - 1. Certification by the Florida Department of Agriculture and Consumer Services for the cultivation of more than 400,000 plants; and
 - 2. Operation as a nursery in this state for at least 30 continuous years.

- B. Please submit documentation sufficient to establish that all owners and managers of the Applicant (and proposed Dispensing Organization) have been fingerprinted and have successfully passed a level 2 background screening pursuant to section 435.04, F.S.
 - 1. As stated in rule 64-4.002(2)(g), F.A.C., this requirement can be satisfied by each owner or manager presenting to FDLE or one of its approved vendors for fingerprinting. At that time, give the entity ORI number FL924890Z (DOH – OFFICE OF COMPASSIONATE USE) to FDLE or its approved vendor. The report will be sent directly to the Office of Compassionate Use.
 - 2. Please submit a list of all owners and managers indicating the date of each individual's most recent level-2 background screening described above.

Part III

Please attach the documentation that provides the information listed in Rule 64-4.002 including (when appropriate) the name, position, and resume' of the employee(s) who provides the knowledge or experience explained for each item shown below:

A. Cultivation (30%)

- 1. Technical Ability (4.002(2)(a)) [25%]
 - a. Experience cultivating cannabis;
 - b. Experience cultivating in Florida plants not native to Florida;
 - c. Experience introducing new varieties of plants;
 - d. Regional cultivation knowledge and experience;
 - e. Experience cultivating plants for human consumption such as food or medicine products;
 - f. Experience with in-house propagation;
 - g. Experience with genetic modification or breeding;

- h. Experience using clean growing rooms;
 - i. Knowledge of cannabis cultivation, including:
 - i. Proper cultivation conditions and techniques;
 - ii. Additives that can be used when growing cannabis;
 - iii. Pests, disease and deficiencies common for cannabis;
 - iv. Production of high quality product in a short time;
 - j. Experience with tracking each plant in a harvest;
 - k. Experience with good agricultural practices;
 - l. Experience with good handling practices;
 - m. Experience with recalls; and
 - n. Any awards, recognition or certifications received for relevant expertise.
2. Infrastructure (4.002(2)(e)) [25%]
- a. Vehicles that will be used to transport product among cultivating, processing, and dispensing facilities;
 - b. Communication systems; and
 - c. Methods of mitigating odors if applicable.
3. Premises, Resources, Personnel (4.002(2)(c)) [25%]
- a. Location of all properties Applicant proposes to utilize to cultivate low-THC cannabis, including ownership information for the properties and any lease terms if applicable:
 - i. For any property that is leased by the Applicant, include documentation that the property owner consents to the use of the property for the purposes of cultivation of low-THC cannabis and documentation that the mortgagor or lienholder has been given notice of the use of the property for the purpose of cultivation of low-THC cannabis; and
 - ii. For any property owned by the Applicant but subject to a mortgage or lien, include documentation that the mortgagor or lienholder has been notified of the use of the property for the purpose of cultivation of low-THC cannabis.
 - b. Compliance with local regulations regarding sanitation and waste disposal;
 - c. The ability to obtain zoning approval;
 - d. Sketch or other illustration approximating the property boundaries, land topography, vegetation, proposed and/or existing structures, easements, wells, and roadways for each cultivation property proposed;
 - e. Description of the areas proposed for the cultivation of low-THC cannabis, including the following:
 - i. Capacity, in square feet of growing area;
 - ii. Cultivation environment, e.g., greenhouse, clean room, aseptic, et cetera;
 - iii. Irrigation system(s); and
 - iv. Environmental control system(s).
 - f. A description of the ability or plan to expand any of the areas proposed for cultivating low-THC cannabis;
 - g. Back-up systems for all cultivation systems;
 - h. A description of one or more strains of low-THC cannabis the applicant intends to cultivate;

- i. Access to water resources that allow for sufficient irrigation;
 - j. A list of current and proposed staffing for cultivation, including:
 - i. Position, duties and responsibilities;
 - ii. Resume; and
 - iii. Professional licensure disciplinary action in all jurisdictions.
 - k. An organizational chart illustrating the supervisory structure of the cultivation function of the proposed Dispensing Organization;
 - l. Plans and procedures for loss of key personnel;
 - m. Plans and procedures for complying with OSHA regulations for workplace safety.
4. Accountability (4.002(2)(d)) [25%]
- a. Floor plan of each cultivation facility or proposed floor plans for proposed cultivation facilities, including the following:
 - i. Locking options for each means of ingress and egress;
 - ii. Alarm systems;
 - iii. Video surveillance;
 - iv. Name and function of each room; and
 - v. Layout and dimensions of each room.
 - b. Storage, including the following:
 - i. Safes;
 - ii. Vaults; and
 - iii. Climate control.
 - c. Diversion and trafficking prevention procedures;
 - d. A facility emergency management plan;
 - e. System for tracking low-THC source plant material throughout cultivation;
 - f. Inventory control system for low-THC cannabis;
 - g. Policies and procedures for recordkeeping;
 - h. Methods of screening and monitoring employees;
 - i. Personnel qualifications and experience with chain of custody or other tracking mechanisms;
 - j. Personnel reserved solely for inventory control purposes;
 - k. Personnel reserved solely for security purposes;
 - l. Waste disposal plan; and
 - m. Access to specialized resources or expertise regarding data collection, security, and tracking.

B. Processing (30%)

1. Technical Ability (4.002(2)(a)) [25%]
- a. Experience with good manufacturing practices;
 - b. Experience with analytical, organic chemistry, and micro-biology;
 - c. Experience with analytical laboratory methods;
 - d. Experience with analytical laboratory quality control, including maintaining a chain of custody;
 - e. Knowledge of, and experience with, cannabis extraction techniques;
 - f. Knowledge of cannabis routes of administration;
 - g. Experience with recalls;
 - h. Knowledge of, and experience with, producing cannabis products; and

- i. Any awards, recognition or certifications received for relevant expertise.
- 2. Infrastructure (4.002(2)(e)) [25%]
 - a. Vehicles that will be used to transport product among cultivating, processing, and dispensing facilities;
 - b. Communication systems; and
 - c. Methods of mitigating odors if applicable.
- 3. Premises, Resources, Personnel (4.002(2)(c)) [25%]
 - a. Location of all properties Applicant proposes to utilize to process low-THC cannabis and Derivative Products, including ownership information for the properties and any lease terms if applicable:
 - i. For any property that is leased by the Applicant, include documentation that the property owner consents to the use of the property for the purposes of processing of low-THC cannabis and Derivative Products and documentation that the mortgagor or lienholder has been given notice of the use of the property for the purposes of processing of low-THC cannabis and Derivative Products; and
 - ii. For any property owned by the Applicant but subject to a mortgage or lien, include documentation that the mortgagor or lienholder has been notified of the use of the property for the purposes of processing of low-THC cannabis and Derivative Products.
 - b. Compliance with local regulations regarding sanitation and waste disposal;
 - c. The ability to obtain zoning approval;
 - d. Sketch or other illustration approximating the property boundaries, land topography, vegetation, proposed and/or existing structures, easements, wells, and roadways for each processing property proposed;
 - e. A description of the ability or plan to expand any of the areas proposed for processing low-THC cannabis;
 - f. Back-up systems for all processing systems;
 - g. Description of the areas proposed for the processing of Derivative Products, including the following:
 - i. Extraction equipment and location;
 - ii. Concentration equipment and location;
 - iii. Access to sufficient potable water and hot water;
 - iv. Analytical equipment, including separators and detectors, and location;
 - v. Safety equipment and facilities and location;
 - vi. Computer systems and software; and
 - vii. Ventilation and exhaust system.
 - h. A list of current and proposed staffing, including:
 - i. Position, duties and responsibilities;
 - ii. Resume; and
 - iii. Professional licensure disciplinary action in all jurisdictions.
 - i. An organizational chart illustrating the supervisory structure of the processing function of the proposed Dispensing Organization;
 - j. Plans and procedures for loss of key personnel;
 - k. Plans and procedures for complying with OSHA regulations for workplace

- safety; and
 - l. Relationship(s) with an independent laboratory(ies) with cannabis testing protocols and methods.
4. Accountability (4.002(2)(d)) [25%]
- a. Floor plan of each facility or proposed floor plans for proposed processing facilities, including the following:
 - i. Locking options for each means of ingress and egress;
 - ii. Alarm systems;
 - iii. Video surveillance;
 - iv. Name and function of each room
 - v. Layout and dimensions of each room.
 - b. Storage, including the following:
 - i. Safes;
 - ii. Vaults; and
 - iii. Climate control.
 - c. Diversion and trafficking prevention procedures for the processing facilities;
 - d. A facility emergency management plan for the processing facilities;
 - e. System for tracking low-THC source plant material throughout processing;
 - f. Inventory control system for low-THC cannabis and Derivative Products;
 - g. Policies and procedures for recordkeeping;
 - h. Vehicle tracking systems;
 - i. Vehicle security systems;
 - j. Methods of screening and monitoring employees;
 - k. Personnel qualifications and experience with chain of custody or other tracking mechanisms;
 - l. Personnel reserved solely for inventory control purposes;
 - m. Personnel reserved solely for security purposes;
 - n. Waste disposal plan; and
 - o. Access to specialized resources or expertise regarding data collection, security, and tracking.

C. Dispensing (15%)

1. Technical Ability (4.002(2)(a)) [25%]
- a. Experience interacting with patients;
 - b. Experience with handling confidential information;
 - c. A marketing plan;
 - d. Experience gathering and managing data, i.e. data on patient reactions to products dispensed;
 - e. Experience with recalls;
 - f. Knowledge of cannabis routes of administration;
 - g. Training programs for employees addressing:
 - i. The Health Insurance Portability and Accountability Act (HIPAA);
 - ii. Patient education;
 - iii. Compliance;
 - iv. Patient counseling; and
 - v. Data collection.
 - h. Any awards, recognition or certifications received for relevant expertise.

2. Infrastructure (4.002(2)(e)) [25%]
 - a. A map showing the location of the applicant's proposed dispensing facilities;
 - b. A sketch or other illustration of the actual or proposed dispensing locations showing streets; property lines; buildings; parking areas; outdoor areas, if applicable; fences; security features; fire hydrants, if applicable; and access to water and sanitation systems;
 - c. A floor plan of the actual or proposed building or buildings where dispensing activities will occur showing:
 - i. Areas designed to protect patient privacy; and
 - ii. Areas designed for retail sales.
 - d. A HIPAA compliant computer network utilized by all facilities;
 - e. Vehicles that will be used to transport product among cultivating, processing, and dispensing facilities;
 - f. Communication systems;
 - g. Hours of operation of each dispensing facility; and
 - h. Methods of mitigating odors if applicable.
3. Premises, Resources, Personnel (4.002(2)(c)) [25%]
 - a. Location of all properties Applicant proposes to utilize to dispense Derivative Products, including ownership information for the properties and any lease terms if applicable:
 - i. For any property that is leased by the Applicant, include documentation that the property owner consents to the use of the property for the purposes of dispensing of Derivative Products and documentation that the mortgagor or lienholder has been given notice of the use of the property for the purposes of dispensing of Derivative Products; and
 - ii. For any property owned by the Applicant but subject to a mortgage or lien, include documentation that the mortgagor or lienholder has been notified of the use of the property for the purposes of dispensing of Derivative Products.
 - b. Compliance with local regulations regarding sanitation and waste disposal;
 - c. The ability to obtain zoning approval;
 - d. Sketch or other illustration approximating the dispensing property boundaries, land topography, vegetation, proposed and/or existing structures, easements, wells, and roadways for each property proposed;
 - e. A description of the ability or plan to expand any of the areas proposed for dispensing Derivative Products;
 - f. Description of the methods proposed for the dispensing of Derivative Products, including the following:
 - i. Accessibility of dispensing facilities, e.g., centrally located to several populated areas, located on a main roadway, not in a high crime area, et cetera;
 - ii. Proximity of dispensing facilities to patient populations; and
 - iii. Alternative dispensing, e.g. delivery.
 - g. A list of current and proposed dispensing staffing, including:
 - i. Position, duties and responsibilities;
 - ii. Resume; and

- iii. Professional licensure disciplinary action in all jurisdictions.
 - h. An organizational chart illustrating the supervisory structure of the dispensing function of the proposed Dispensing Organization;
 - i. Plans and procedures for loss of key personnel; and
 - j. Plans and procedures for complying with OSHA regulations for workplace safety.
- 4. Accountability (4.002(2)(d)) [25%]
 - a. Floor plan of each facility or proposed floor plans for proposed dispensing facilities, including the following:
 - i. Locking options for each means of ingress and egress;
 - ii. Alarm systems;
 - iii. Video surveillance;
 - iv. Name and function of each room; and
 - v. Layout and dimensions of each room.
 - b. Storage, including the following:
 - i. Safes;
 - ii. Vaults; and
 - iii. Climate control.
 - c. Diversion and trafficking prevention procedures for the dispensing facilities;
 - d. A facility emergency management plan for the dispensing facilities;
 - e. System for tracking Derivative Products throughout dispensing;
 - f. Inventory control system for Derivative Products;
 - g. Policies and procedures for recordkeeping;
 - h. Vehicle tracking systems;
 - i. Vehicle security systems;
 - j. Methods of screening and monitoring employees;
 - k. Personnel qualifications and experience with chain of custody or other tracking mechanisms;
 - l. Personnel reserved solely for inventory control purposes;
 - m. Personnel reserved solely for security purposes;
 - n. Plans for the recall of any Derivative Products that have a reasonable probability of causing adverse health consequences based on a testing result, bad patient reaction, or other reason; and
 - o. Access to specialized resources or expertise regarding data collection, security, and tracking.

D. Medical Director (5%)

- a. Specialty area, if any;
- b. Experience with epileptic patients;
- c. Experience with cancer patients;
- d. Experience with patients with severe seizures or muscle spasms;
- e. Knowledge of the use of low-THC cannabis for treatment of cancer or physical medical conditions that chronically produce symptoms of seizures or severe and persistent muscle spasms;
- f. Knowledge of good manufacturing practices;
- g. Knowledge of analytical and organic chemistry;
- h. Knowledge of analytical laboratory methods;

- i. Knowledge of analytical laboratory quality control, including maintaining a chain of custody;
- j. Knowledge of, and experience with, CBD/low-THC extraction techniques;
- k. Knowledge of CBD/low-THC routes of administration;
- l. Experience in or knowledge of clinical trials or observational studies;
- m. Knowledge of, and experience with, producing CBD/low-THC products;
- n. Experience with or knowledge of botanical medicines;
- o. Experience with dispensing medications;
- p. Description of how the medical director will supervise the activities of the Dispensing Organization; and
- q. Description of how the Dispensing Organization will ensure it has a medical director at all times.

E. Financials (20%)

- a. Certified Financials issued within the immediately preceding 12 months;
- b. Applicant's corporate structure;
- c. All owners of the Applicant;
- d. All individuals and entities that can exercise control of the Applicant;
- e. All individuals and entities that share in the profits and losses of the Applicant;
- f. All subsidiaries of the Applicant;
- g. Any other individuals or entities for which the Applicant is financially responsible;
- h. Assets of the Applicant and Applicant's subsidiaries;
- i. Liabilities of the Applicant and Applicant's subsidiaries;
- j. Any pending lawsuits to which the Applicant is a party;
- k. Any lawsuits within the past 7 years to which the Applicant was a party;
- l. All financial obligations of Applicant that are not listed as a "liability" in the Certified Financials;
- m. A projected two year budget for the Dispensing Organization; and
- n. Specific reference to sufficient assets available to support the Dispensing Organization activities.

Part IV

The completed Application must be delivered to the Agency Clerk of the Department of Health physically located at 2585 Merchants Row Boulevard in Tallahassee, Florida, 32399, no earlier than 10:00 AM, Eastern Daylight Time, on the (effective date) and no later than 5:00 PM, Eastern Daylight Time, 21 calendar days after (effective date). The Application MUST include:

- 1. A non-refundable \$60,063 application fee in the form of a money order or cashier's check made payable to the Florida Department of Health;**
- 2. All supporting explanations and documents;**
- 3. Any supporting maps, photographs, or illustrations;**
- 4. A list of ALL supporting materials for which the Applicant claims ANY public records exemption, including a specific legal citation to the exemption; and**
- 5. A full proposed redacted version of the Application, if applicable.**

The completed Application with and supporting explanations, documents, maps, photographs, or illustrations can be submitted in the following formats:

1. Hard Copy;
2. USB Drive; and
3. CD/DVD.

The undersigned Applicant /Representative hereby agrees to operate the Dispensing Organization described in this application in accordance with the requirements of Section 381.986, Florida Statutes, and Chapter 64-4, F.A.C. The information contained in this application and the attached exhibits required by Chapter 64-4, F.A.C., which serves as a basis for licensure, is true and correct. I

understand that any misrepresentation of the facts in this application, or failure to comply with requirements of the rules and statutes, is grounds for denial or revocation of the Low-THC Cannabis Dispensing Organization Approval. I understand that knowingly making a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree punishable as provided in sections 775.082 or 775.083, Florida Statutes.

Signature of Applicant  Date 7/8/2015

Name of Applicant (print or type) Jose I. Smith, Manager
Costa Nursery Farms, LLC

Agency Clerk Use Only

Date and Time Received: 7/8/15 1:55pm

Delivered by: _____

Agency Clerk: Shannon Lewis

DEPARTMENT OF HEALTH
15 JUL - 8 PM 1:55
OFFICE OF THE CLERK

Redacted

APPENDIX



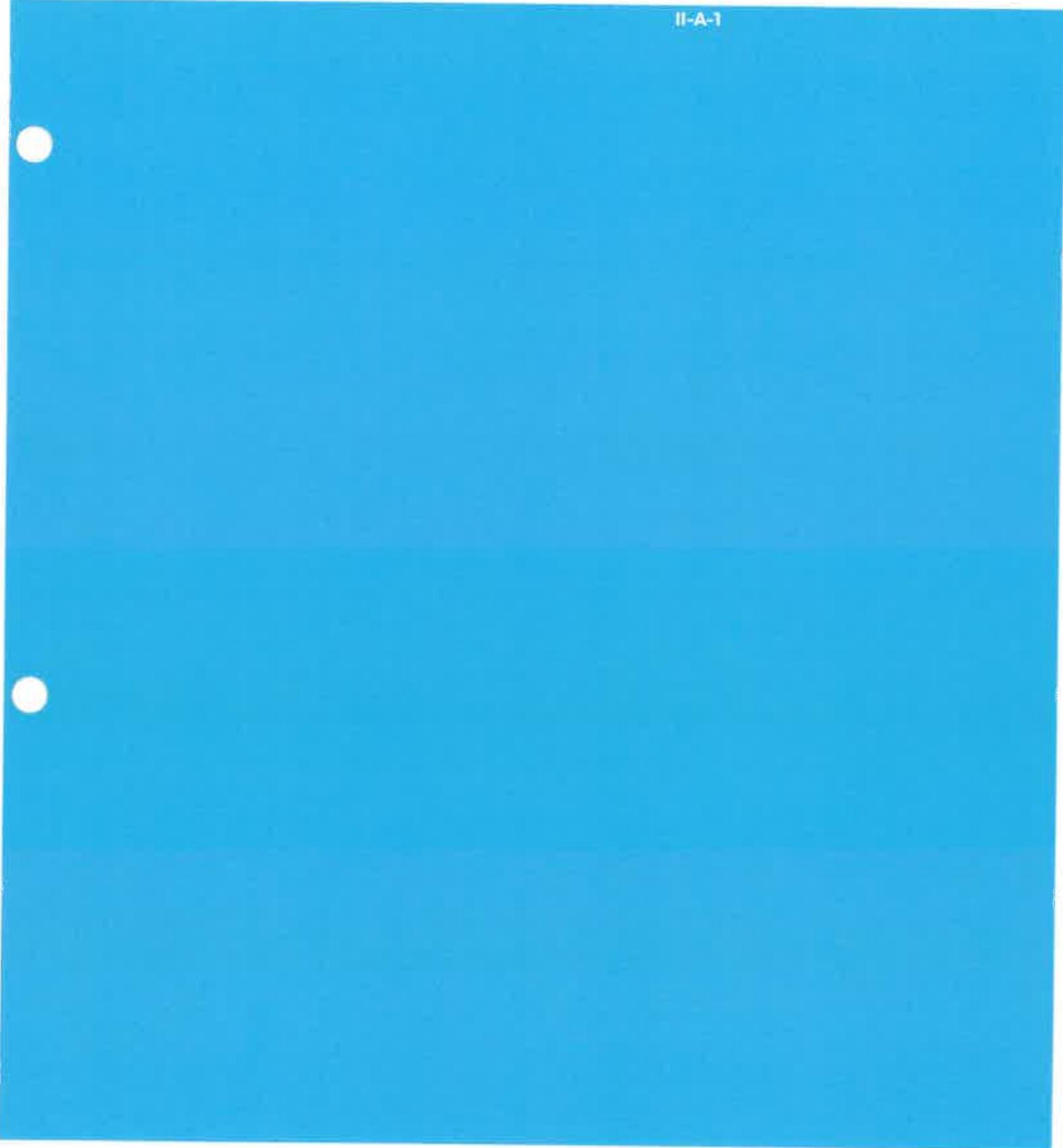
MODERN
HEALTH
CONCEPTS.

PRESENTED BY

Costa
Financial Services, LLC



MODERN
HEALTH
CONCEPTS.





Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

**ADAM H PUTNAM
COMMISSIONER**

ISSUED TO:

**COSTA NURSERY FARMS, LLC
COSTA, JOSE ANTONIO
22290 SW 162ND AVE
GOULDS, FL 33170-3906**

THIS CERTIFICATE EXPIRES: 10/25/2015

FEE PAID: \$460.00

REGISTRATION NO.: 00735000

DATE ISSUED: 11/13/2014

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

**ADAM H PUTNAM
Commissioner of Agriculture**



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

A BRIEF SUMMARY OF THE NURSERY INSPECTION LAW

<http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Regulatory-Plant-and-Apary-Inspection/Plant-Inspection/>

NURSERY STOCK DEFINED—Nursery stock for the purposes of all Division of Plant Industry Rules, means all plants, trees, shrubs, vines, buds, vegetable and field crop plants, flowering annual plants, aquatic plants, corms, tubers, bulbs, cuttings, grafts and scions thereof, grown or kept for propagation, sale or distribution; **EXCEPT** seeds, lawn or pasture grasses, cut flowers, cut ferns, and cut foliage (greens) are specifically exempted from nursery stock classification for registration purposes, when apparently free from injurious plant pests.

- INSPECTION** - Nursery stock must be inspected by a Plant Protection Specialist of the Division of Plant Industry prior to sale or distribution. (Distribution is defined as the movement of nursery stock from the property where grown or kept to any other property that is not contiguous thereto, regardless of the ownership of the properties concerned.) Also, if sold by grade, stock must be graded and labeled as prescribed by the Division of Plant Industry. Requests for inspection should be made at least 30 days in advance of the movement of stock. If a special inspection is required, it will be necessary for the nurseryman to defray the cost of such an inspection.
- REGISTRATION FEE** – Every nurseryman, nursery stock dealer, plant broker, and agent must pay an annual certificate of registration fee, which shall expire 12 months following date of issue. (Exception: Government agencies producing nursery stock for research purposes, or for the landscaping of government-owned land only, are exempt from the payment of fees.) The law makes no provisions for exemption from payment of this fee due to a person's disability or age. The certificate of registration must be renewed before expiration date.

NURSERYMAN – Any person engaged in the production of nursery stock for sale or distribution, including own-use nurseries. The certificate of registration fee shall be determined by the amount of nursery stock for sale or distribution that is in the nursery at the time of inventory and shall not exceed \$460. Propagating material will be computed on a 10 to 1 ratio. For field produced vegetable transplants, bulbs, corms and tubers, the certificate of registration fee shall be based on the amount of planted acreage. The penalty fee for late payment will be \$10 or 20% of the fee, whichever is greater.

Number of Plants	Amount of Fee	Number of Plants	Amount of Fee	Number of Plants	Amount of Fee
1 - 1,000	25.00	25,001 - 50,000	115.00	250,001 - 300,000	357.00
1,001 - 2,500	35.00	50,001 - 100,000	173.00	300,001 - 350,000	403.00
2,501 - 5,000	46.00	100,001 - 150,000	219.00	350,001 - 400,000	449.00
5,001 - 10,000	69.00	150,001 - 200,000	265.00	Over 400,000	460.00
10,001 - 25,000	92.00	200,001 - 250,000	311.00		

Schedule of fees determined by planted acreage for field produced vegetable transplants, field produced bulbs, and field produced corms and tubers shall be as follows:

Number of Acres	Amount of Fee	Number of Acres	Amount of Fee	Number of Acres	Amount of Fee
1 - 5	25.00	26 - 30	115.00	51 - 60	357.00
6 - 10	35.00	31 - 35	172.00	61 - 70	403.00
11 - 15	46.00	36 - 40	218.00	71 - 80	449.00
16 - 20	69.00	41 - 45	265.00	Over 80	460.00
21 - 25	92.00	46 - 50	311.00		

Schedule of fees determined by planted acreage for certified turfgrass shall be as follows:

Number of Acres	Amount of Fee	Number of Acres	Amount of Fee	Number of Acres	Amount of Fee
1 - 50	25.00	401 - 500	115.00	901 - 1000	357.00
51 - 100	35.00	501 - 600	172.00	1001 - 2000	403.00
101 - 200	46.00	601 - 700	218.00	2001 - 3000	449.00
201 - 300	69.00	701 - 800	265.00	Over 3000	460.00
301 - 400	92.00	801 - 900	311.00		

Certification of turfgrass trays will be inventoried for fee on a one to one basis.

NURSERY STOCK DEALERS, PLANT BROKERS, and AGENTS shall furnish the Division of Plant Industry, Bureau of Plant Inspection, with a list of locations and addresses each year. The certificate of registration fee for a stock dealer with an inventory of less than 5,000 plants shall be \$25.00 per location and the certificate of registration fee for a stock dealer with an inventory of 5,000 or more plants shall be \$69.00 per location.

NURSERY STOCK DEALER – Any person not a grower of nursery stock who buys or otherwise acquires nursery stock for the purpose of reselling or reshipping independently of any control of the nurseryman.

PLANT BROKER – Any person who transacts the transfer of plants from a seller to a buyer and who may or may not be in actual physical possession of the plants.

AGENT – Any person selling or distributing nursery stock under the partial or full control of a nurseryman.

CERTIFIED TURFGRASS - Turfgrass produced for purposes of ornamental ground cover by an individual who has requested certification in order to comply with plant quarantine restrictions or phytosanitary requirements. Pasture or forage grasses are specifically excluded from this definition.

3. **INSPECTION TAGS** – A valid inspection tag issued by the Division of Plant Industry shall be required:
 - a. On each movement or shipment of nursery stock intended for resale within the state.
 - b. On all out-of-state movements.
 - c. On every separate package, bundle, box, or container of nursery stock that is shipped by mail, express, common carrier, etc., whether in state or out-of-state.
 - d. On all citrus nursery stock movements.

~~Inspection tags shall not be required~~ on nursery stock (other than citrus) that is sold or distributed directly to the ultimate owner and destined to be utilized within state when such stock has been inspected and approved by the Division.

4. **CITRUS NURSERY STOCK SITE APPROVAL** – All new plantings of citrus nursery stock, including all new blocks, must be planted on sites approved by the Division of Plant Industry. Each crop of nursery stock must be sampled prior to movement from the nursery, and the Division must be notified at least 6 months prior to such movement.
5. **BURROWING NEMATODE INSPECTION** – Before nursery stock may be moved to within 100 feet of commercial citrus-producing areas, it must be certified free from nematodes injurious to citrus by the Division of Plant Industry prior to movement. It shall be the owner's responsibility to see that encroachment from non-certified sources does not disqualify his nursery site or jeopardize his grove property. A special burrowing nematode inspection tag must accompany nursery stock moved to commercial citrus areas.
6. **CITRUS BUDWOOD PROTECTION PROGRAM** – This is a mandatory program for the purpose of regulating the distribution, sale and use of citrus propagation material in order to insure that growers and nurserymen are producing citrus trees that are free from certain bud-transmissible diseases. Anyone anticipating supplying citrus seed, budwood or propagating citrus trees for sale or distribution should contact the Bureau of Citrus Budwood Registration Office, Florida Department of Agriculture & Consumer Services, Division of Plant Industry, 3027 Lake Alfred Road (US 17), Winter Haven, FL 33881. Telephone: (896) 298-3041.
7. **INTRASTATE AND INTERSTATE SHIPMENTS** – All shipments of plant material must meet intrastate and interstate regulations, please see the following link for shipping requirements to other states:
<http://www.floridaplantboard.org/laws/index.html>

***ALL CITRUS PLANTS AND PROPAGATIVE PARTS (Scions, Grafts and Budwood) ARE PROHIBITED ENTRY INTO FLORIDA.** If further information is needed regarding the above restrictions, please contact the consult your local Division of Plant Industry Plant Protection Specialist in one of our local offices.

Any person who fails to comply with any provision of Florida's Nursery Inspection Laws shall be subject to penalties as provided by Sections 581.141 and 581.211, Florida Statutes.

Revised 05/14

CONFIDENTIAL-TRADE SECRET

DIVISION OF PLANT INDUSTRY
(352) 395-4700



POST OFFICE BOX 147100
GAINESVILLE, FLORIDA 32614-7100

1911 S.W. 34TH STREET
GAINESVILLE, FLORIDA 32608

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

July 2, 2015

Costa Nursery Farms, LLC
Jose Antonio Costa
22290 SW 162nd Ave
Goulds, FL 33170-3906

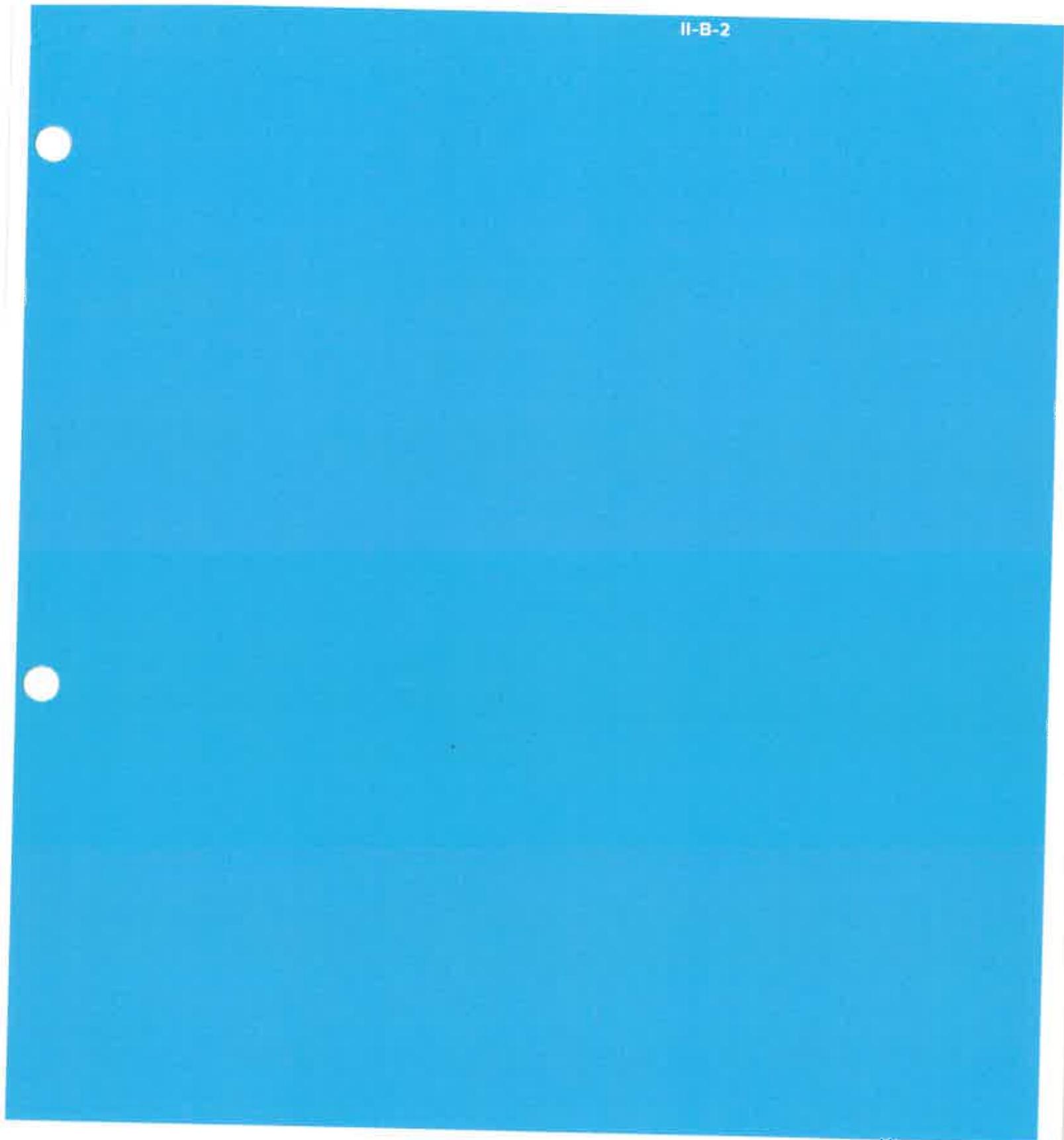
Dear Mr. Costa,

Per your request, please find attached a copy of your current Certificate of Nursery Registration. According to the Department's records, your nursery has operated as a registered nursery since prior to 1984 and has a current inventory of _____ plants. The plant inventory is also reflected on your Certificate of Nursery Registration in the form of the registration fee amount as provided in the fee schedule adopted in Rule 5B-2.002, Florida Administrative Code.

Sincerely,

A handwritten signature in black ink that reads "Tyson R. Emery".

Tyson R Emery
Bureau Chief, Plant and Apiary Inspection



RESUMES ARE INCLUDED IN
ALPHABETICAL ORDER

Dr. Jeffrey Block

James Bryan

Angelica Cretu

Heather Despres

Alex Diaz

Jennifer M. Frame

Luis Gonzalez

Julie Harris

Shane Hutto

Dr. Mike Merida

Tim Moore

Greg Pena

Mike Rimland

JEFFREY S. BLOCK, M.D.

7299 SW 79 Court • Miami, Florida 33143-3914

305-793-9222 (C) • docblock@bellsouth.net

QUALIFICATIONS

Diplomate, American Board of Anesthesiology
Master Gardener Class Instructor, Florida Department of Agriculture
Fellowship-Trained Medical Doctor in Pain Management
Voluntary Assistant Professor of Anesthesiology
Chemistry Bachelors Degree, Emory University
President, University of Miami's Miller School of Medicine Medical Alumni Association
President, Nurturing Nature™, LLC of Block Botanical Gardens - Miami

Mr. Block is an established physician that combines 25 years of clinical medical experience and relationships across medical specialties with internationally recognized horticultural expertise including botanical medicine. He is committed to team dynamics while working autonomously to support the organizational vision, mission, and values in a results-driven environment. Mr. Block is an articulate communicator who can present effectively in such diverse settings as teaching hospitals, academic research facilities, and community forums. Additionally, he has strengths in relationship building, team building, and consensus building. He received the *America's Top Anesthesiologists*, *Consumer's Research Council of America* and *American Medical Association (AMA) Physician's Recognition Award for Continuing Medical Education*.

LICENSURE & CERTIFICATIONS

Medical License, State of Florida, ME42619, 1983 - Present
Registered, Drug Enforcement Administration (DEA), No. BB3674543, 1983 - Present
Certified Indefinitely, American Board of Anesthesiology (ABA), 1987 - Present
Certified, Advanced Cardiac Life Support (ACLS)
Certified, Pediatric Advanced Life Support (PALS)

UNIVERSITY APPOINTMENTS

UNIVERSITY OF MIAMI LEONARD M. MILLER SCHOOL OF MEDICINE, Miami, Florida 2009 - present
Voluntary Assistant Professor, Department of Anesthesiology

HOSPITAL STAFF PRIVILEGES

SOUTH MIAMI HOSPITAL, Baptist Health Systems, Miami, Florida 2008 - Present
CritiCare Associates, Department of Medicine

CLINICAL EXPERIENCE

SOUTH MIAMI HOSPITAL, Baptist Health Systems, Miami, Florida 1988 - 2007
Anesthesiologist in Full-Service Practice
Responsibilities:

- Pain Management consultations (Fellowship-trained subspecialty)
- Peer-review: specialty evaluations
- Patient examination and data analysis for risk assessment
- Medical research to assist in controlling and curing disease
- Investigating and testing new medications, products, and techniques
- Postoperative recovery room and intensive-care unit management

CLINICAL EXPERIENCE (Continued)

ALACHUA GENERAL HOSPITAL, Gainesville, Florida 1987
BOCA RATON COMMUNITY HOSPITAL, Boca Raton, Florida
Locum Tenens Staff Anesthesiologist

AMERICAN HAWAII CRUISE LINES, Chicago, Illinois 1986
Ship's Surgeon – U.S. Coast Guard Merchant Marine Staff Officer #67504

POST-GRADUATE EXPERIENCE

JACKSON MEMORIAL AND AFFILIATE HOSPITALS 1982 - 1986
University of Miami Leonard M. Miller School of Medicine, Miami, Florida
Fellowship in Pain Management / Outpatient Anesthesia, Mount Sinai Medical Center (1985 - 1986)
Residency in Anesthesiology (1983 - 1985)
Internship (1982 - 1983)

EDUCATION

UNIVERSITY OF MIAMI LEONARD M. MILLER SCHOOL OF MEDICINE, Miami, Florida
Doctor of Medicine, 1982

EMORY UNIVERSITY, Atlanta, Georgia
Bachelors Degree in Chemistry, 1978
Graduate School Study – International Healthcare Systems: Socialized Med Models, London, UK 1978

FLORIDA DEPARTMENT OF AGRICULTURE, Miami-Dade County Extension
Florida Master Gardener, 2009
Florida Master Gardener Instructor, 2014

AWARDS

Recipient, America's Top Anesthesiologists, Consumer's Research Council of America, 2007
Recipient, American Medical Association (AMA) Physician's Recognition Award for Medical Education –2005
Best-in-Show, Internationally awarded highest horticultural merit including palms, bromeliads, orchids & aroids.

PROFESSIONAL MEMBERSHIPS

Member, Florida Medical Association (FMA)
Founding Member, The Cure Alliance
Institutional Member, American Public Gardens Association # - Block Botanical Gardens - Miami, Florida

PRESENTATIONS & RESEARCH

Horticultural Water Quality and Plant Propagation Expert Speaker / Class Instructor
Pain Management Consultant Issues
Addictionology Consultant Issues
Medical Ethics Discussion Leadership (Committee Advising Member)
Broadcast and Print Media News Consultant - Lightning Strike Prevention and Treatment
Agonist - Antagonist Opioid Issues
Phase 3 Research Studies:
Vecuronium (Norcuron) Organon Pharmaceuticals
Midazolam (Versed) Roche Pharmaceuticals
Alfentanil and Sufentanil - Janssen Pharmaceuticals

JAMES H. BRYAN, Master's of Horticulture Science
Grower for Costa Farms and expert on Integrated Pest Management
bjames@costafarms.com

PROFILE

As a Finish Grower in the Color division of Costa Farms, Mr. James Bryan handles all aspects of production ranging from pest management, plant nutrition, to good agricultural practices that lead to superior finished products. James produces varieties non-native to Florida in mass quantities: from poinsettias to delphiniums. James has over 30 years of experience as a grower and manager. Among the most numerous crops are Hibiscus, Geranium, Gerbera, Dahlia, Calla Lilies, Kalanchoes, and Poinsettias. He also has grown edible crops such as tomatoes, peppers, lettuce, onion, basil, strawberries. James has kept Costa Farms abreast of the most timely and sustainable methods to control pests including predatory mites and bio fungicides and bio insecticides. He has applied these methods on Hibiscus and Gerberas and done so successfully with micro losses due to pest damage. James has a formidable academic and research background including a BS in Ornamental Horticulture and a MS in Horticulture Science. He has served on the IPM panel at the 2012 Society of American Florists "Pest and Production Management Conference."

PROFESSIONAL EXPERIENCE

Grower

2010- present, Costa Farms, Miami, Florida

- Responsible for 45 acres of production of potted flowering crops in the profile averaging 8 varieties per crop, grossing over 6 million in annual sales.
- Manage all experimentation with and implementation of biological control methods to determine suitable replacement methods for chemical application
 - Identify sustainable control methods before the U.S. government bans certain conventional chemicals, as Canada and Europe have already done. Attend conferences to stay current with cutting edge knowledge and keep ahead of the competition.
- Responsible for all facets of proper agricultural practices and integrated pest management (IPM) including, but not limited to: fertilization, irrigation, plant growth regulator programs in finishing flowering potted crops.
- Develop protocol for crops such as Hibiscus, Geraniums, Gerberas, Dahlias, Calla Lilies, Kalanchoes, Delphiniums, Lisianthus, and Exacum.
- Advise head grower in growth regulator and IPM decisions for Poinsettia crops averaging 1.5 million plants per year.
- Collaborate with head scout in developing IPM and bio control programs for Gerberas and Hibiscus production.
 - Grew the entire Hibiscus crop 125,000 8.0" units using only beneficial predatory mites in 2011 with no conventional miticides (97% sold with virtually no loss due to mite damage).
 - Continue to successfully use predatory mites in IPM programs for gerberas and hibiscus in Miami.
- Extensive experience with bio fungicides and bio insecticides on all crops.

Head Grower

2000-10, Roper's Nursery Inc., Loxahatchee, FL

- Directed production of ornamental hanging baskets from foliage to flowers on 15 acres across two farms.
- Responsible for pesticide; growth regulator; irrigation, fertilizer and scouting programs; safety policies and all cultural aspects of producing flowering hanging baskets and budding plants.
- Designed and implemented a seed plug plus annual cutting propagation program that saved the company \$300K per year.

Head Grower/ Production Director

1998-2000, Lovell Farms, Miami, FL

- Directed production on 250 acres
- Responsible for scouting, soil mixing calibration, fertilizer and irrigation programs for poinsettias, budding plants and perennials.
- Supervised a one-acre propagation area that produces 72 cell perennials and vegetables.

Head Grower

1996- 1998, Nye Brands Co., Lantana, FL

- Led production of poinsettias, pot chrysanthemums, kalanchoes, hydrangeas, gloxinias, roses, hibiscus and foliage plants on 80 acres.
- Responsible for coordinating pesticide, growth regulator and fertilizer applications, crop records and trial evaluations.
- Designed and coordinated a company policy for training employees in overall safety as well as handling of pesticides.

Head Grower

1992- 1996, Lovell Farms, Miami, FL

- Led production on 137 acres of annual bedding plant production with poinsettias.
- Responsible for all pesticide, growth regulator, fertilizer and irrigation programs and trials.
- Produced weekly scouting reports diagnosing insect, disease, nutritional and cultural problems of bedding plants, perennials, poinsettias and plugs and recommending and implementing solutions to those problems.

Grower/Manager

1989-1991, Nye Brands Co., Lantana, FL

- Coordinated pesticide, growth regulator and fertilizer applications, crop records and trials.
- Supervised 32 employees and trained four employees in safe pesticide application.
- Managed electrical and irrigation operations

Flowering Production Manager

1987- 1989, Floral Acres Inc., Delray Beach, FL

- Covered 113 acres
- Responsible for cultural practices, purchasing plant material, departmental budgeting, crop and chemical trials of ornamental flowering crops.
- Coordinated crop plantings, pesticide, growth regulator, and fertilizer applications.
- Trained and supervised 32 employees and three foremen. Also trained five workers in pesticide application.

Research Assistant

1983-1986, University of Florida, Gainesville, FL

- Worked alongside Dr. Jim Barrett, world-renowned expert in plant growth regulators. Developed and led experiments collected and analyzed data, and applied growth regulators and pesticides.

RESEARCH & PUBLICATIONS

- Attend multiple professional conferences:
 - Ohio Florists Association (OFA) Short Course/shows 2010 and "Cultivate 14"
 - OFA Disease, Insect and Plant Management Conferences, St. Louis 2010, Vancouver, WA 2013
 - Florida Entomological Society annual meetings, 2011 and 2012
 - Florida State Horticultural Society, 2011 Annual Meeting
 - IOBC International Organization for Biocontrol Conference (2012), "IPM On The World Stage," Memphis, TN
- Lead panelist in 2012 SAF Society of American Florists "Pest and Production Management Conference"
 - Served as subject matter expert on integrated pest management/ bio control methods and other good agricultural practices currently used on farms.
- Publication and Speaker at Proc. Florida State Horticultural Society Vol. 107 1994. D.R. Seal, J.H. Bryan, H.H. Bryan "Abundance and Management of Silverleaf, Whitefly, Bemisia argentifolii on Ornamentals."
- Master's thesis: "Growth retardant effects on water relations of drought stressed Chrysanthemum morifolium 'Nob Hill.'"

EDUCATION

Bachelor of Science in Ornamental Horticulture, University of Florida, 1984.

Master of Science in Horticulture Science, University of Florida, 1989.

ANGELICA CRETU, Master of Science in Environmental Horticulture
Director of Research and Development for Costa Farms
acretu@costafarms.com

PROFILE

Ms. Angelica Cretu is the director of research and development for the color side of Costa Farms' business. She leads company efforts in selecting and trialing new varieties to grow many of which are launch out of the Miami growing facilities. She also advises breeders on particular plant genetics and works with those companies to initiate superior starter materials (seed, cuttings, bare roots, bulbs, tissue culture, etc.). Angelica also advises the production department to implement cultural protocols and practices to enhance propagation and production accomplish crop quality and extend the product shelf life. Angelica has over ten years of experience in research and development and as a grower. In the past she served as manager of research and development as well as operations manager and grower at Hermann Engelmann Greenhouses. She has a master's degree in Environmental Horticulture from the University of Florida. During her tenure as a graduate student she published research, presented at conferences, and held research positions with Dr. Paul Fisher who is research professor specialized in greenhouse floriculture focused on production and propagation. Ms. Cretu has also been selected for 2015 Greenhouse Product News 40 Under 40 award.

PROFESSIONAL EXPERIENCE

Director of Research and Development.

April 2013 – Present, Costa Farms, Homestead, FL

- Oversee Research and Development branches in Miami, Asheville, and Trenton comprised of 22 employees.
- Introduce and manage 1,300 annual and perennial varieties (existing and new varieties) for each planting of the Trial Garden in Miami (winter and summer gardens) and for the Trial garden in Trenton.
 - Select and evaluate plant performance at both gardens.
- Create reports, present, and recommend new production items to upper management based on trial results.
- Work with breeders from USA, Europe, Asia, and South America, Australia on evaluation of new genetics for plant habit and flower resiliency, insect and disease resistance, drought tolerance, overwinter and garden performance.
 - Identify additions to Miami/Asheville and Trenton for our growing programs.
- Work closely with production department on production trials to improve cultural protocols and best agricultural practices.
- Lead divisions in the company to add new genetics including the Seasonal Premier event during which time new genetics are launched with growers and retailers.

Manager of Research and Development

February 2010- 2013, Costa Farms, Homestead, FL

- Oversee growing of all plant material in R&D area including watering, fertilization, chemical applications
 - Manage 5 employees, create task list and priorities for the team
- Coordinate Trial Data Collection for confidential trials and Trial Gardens in Miami and create reports viewed by the R&D Director and upper management.
- Spearheaded 3 year Quarantine period for Hibiscus; kept the plants healthy and free of diseases, viruses and insects. Evaluate flowering window, plant habit, flower resiliency, flower size, and color. Evaluate cuttings harvesting, propagation after the plants were released from quarantine.
- Collaborate with growing department on production trials to assure successful addition of varieties selected in R&D to move to production.

Lead Grower

May 2003 – December 2007, Hermann Engelmann Greenhouses Inc., Apopka, Florida

- Managed one acre of climate controlled greenhouse (heating system and cooling pads, drip irrigation) of indoor foliage plants: ~400,000 plants annually.
- Determined daily plant nutrition and pesticides programs for stock plants (Fittonia, Hedera, Pothos, Portulaca among others).
- Managed two propagation greenhouses with the following genera: Hedera, Ficus, Fittonia, Dieffenbachia, Pothos, Syngonium, each of them with multiple varieties.

- Developed mist, fertilizer, insecticide, and fungicide regimens in propagation of crops starting from tissue culture and unrooted cuttings.
- Conducted in-house evaluation trails of new cultivars.

Agronomist

July 2000 - April 2003, Deco-Flora Import Export Prexim Srl, Bucharest, Romania.

- Managed four small greenhouses, one half acre of outdoor potted material and a small garden center including annuals and perennials, shrubs and trees.
- Decision-making role in water, fertilizer, pesticides and growth regulators programs.
- Supervised four employees and worked as a consultant.
- Help customers with plant selections based on seasonality, use, water, light, fertilization requirements, plant habit and overall appearance.
- Collaborate with TV channels, magazines and newspapers on plant care columns. Answer questions submitted by readers.

GRADUATE WORK EXPERIENCE

Research Assistant. 2007- 2009. University of Florida. Research included:

- The effect of leaching on electrical conductivity and nitrogen in propagation substrates
- Leaching of soluble salts from propagation media and fertilizer formulations
- Effect of irrigation solutions with different electrical conductivity on nutrient-deficient Petunia liners

Teaching Assistant. Summer -2008. University of Florida.

- Environmental Plant Identification and Use, under supervision of Dr. Hector Perez.

Intern. June 2009, Fafard, Anderson, South Carolina.

- Experienced with production of soilless mixes and “on line” quality control (pH, electrical conductivity, percolation rate, wetness).
- Determined soilless substrate physical properties, such as: total porosity, container capacity, air space, bulk density.
- Analyzed nutrients in substrate, leachate and tissue samples, using various analytical methods.

AWARDS & ACHIEVEMENTS

- Member of Class of 2015 40 under 40 given by GNP Magazine.
- President of Environmental Horticulture Graduate Student Association, 2008-2009.
- Chair of Outstanding Scholarship Committee of Environmental Horticulture Graduate Student Association, 2008.
- Collaborated with two TV Channels in Romania 2000-2003, Acasa and tl7abc, on plant care shows, answering questions on different topics of interest.

RESEARCH & PUBLICATIONS

- Thesis title: Recharging nutrients in soilless substrates (peat-based) during greenhouse propagation
- OFA Short Course, 2009. Trade Show booth for Water Education Alliance for Horticulture, University of Florida.
- Southeast Greenhouse Conference, 2007, 2008, and 2009, South Carolina.
- ISHS conference, June, 2009 North Carolina. Poster presentation “The effect of leaching on electrical conductivity in container substrates.”
- AHS Conference, July 2008, Florida. Oral presentation on “Leaching of soluble salts from propagation media and fertilizer formulations.”
- Field Days, May 2007, University of Florida, Environmental Horticulture Department. Presentation title “Methods to green up deficient Petunia cuttings.”

EDUCATION

- Master of Science in Environmental Horticulture with a minor in Soils and Water, January 2007 – December 2009. University of Florida, Gainesville, FL.
- Bachelor of Science in Agronomy, 1999. University of Agricultural Science and Veterinary Medicine of Bucharest, Romania.

HEATHER DESPRES, Master's of Science

Laboratory Director

heather.despres@cannlabs.com

PROFILE

Heather has Bachelor of Science degrees from Clarkson University in Chemistry and Bio-Molecular Science and also a Master of Science degree from the University of Colorado at Denver in Chemistry. Her career includes work within the environmental and pharmaceutical fields including research and development.

As the previous lab director for both Full Spectrum Laboratories and Irish Canadian Bioresearch, Heather has worked on building laboratories from the ground up, implementing policies for method validation, sample chain of custody, and ensuring that all results that are received by clients are accurate to the highest degree possible.

Most recently Heather has been a part of working groups held by the State Licensing Authority of the Marijuana Enforcement Division. She has been involved in the Labelling, Packing, Product Safety, and Marketing working group as well as the Random Testing and Mandatory Sampling working group.

PROFESSIONAL EXPERIENCE

Lab Director

2013- Present **CannLabs**, Denver, CO

- Developed potency testing method that increased throughput of laboratory.
- Attained potency certification.
- Established standard operating procedures.
- Continued regulatory compliance with rules of the Marijuana Enforcement Division and the Colorado Dept. of Public Health and Environment.

Lab Director

2011- 2013 **Irish Canadian Bioresearch, Inc.**, Vancouver, BC

- Worked on research and development as well as scale up processes for fermentation and organic synthesis.
- Ensured regulatory compliance with the requirements of Health Canada.
- Responsible for obtaining quotes, purchasing all laboratory supplies and equipment, and working with vendors to obtain the best pricing to save the company money.

Lab Director

2010-2011 **Full Spectrum Laboratories**, Denver, CO

- Was responsible for ensuring that client samples were processed and analyzed within the turnaround time window and data was relayed to the client through the company website and LIMS system.
- Worked on developing sample extraction assays as well as microbiological and pesticide assays.
- Duties included tracking samples, sample preparation, and overall management of the lab.

Chemist

2005-2007 **Lancaster Laboratories, Inc.**, Lancaster, PA/Boulder, CO

- Worked in Current Good Manufacturing Practices (cGMP) laboratory performing analysis testing on water samples. Testing included pH and conductivity, TOC, endotoxin, and UV/Vis.
- Duties included tracking samples to ensure that they were completed within the turnaround time, making standards according to specific SOP's, and data reporting and approval.
- This position was compliant with current good manufacturing practices. It required keeping all training up to date and staying current on all required standard operating procedures.

Chemist

2003-2005 **Severn Trent Laboratories**, Arvada, CO

- Worked in Gas Chromatographic/Mass Spectrometric (GC/MS) Volatile Organic Analysis area running volatile water analysis including EPA method 8260B. Duties included data reduction and reporting as well as instrument maintenance and troubleshooting, and quality control tracking.
- Worked in organic prep lab performing extractions on soil and water samples using EPA regulated methods.
- Moved on to learn explosives extractions for soils and waters.

PUBLICATIONS AND RECOGNITION

- *Cannabis testing: a review of the current landscape*, AOCs Inform magazine, May 2014,
- Poster presentation on CannLabs validated potency method has been accepted at the International Cannabis Research Society 2015 event being held in Nova Scotia this year.

EDUCATION

1998-2003 **Clarkson University** Potsdam, NY

- B.S., Chemistry
- B.S., Bio-Molecular Science

2008 – 2011 **University of Colorado** Denver, CO

- M.S. Chemistry

ALEXANDER P. DIAZ, Master's of Ornamental Entomology

Head grower for Costa Farms

alex@d@costafarms.com

PROFILE

Mr. Alex Diaz is head grower for the Foliage division of Costa Farms. He earned a Master's degree of Science in Ornamental Entomology after completing a Bachelor's degree in Environmental Horticulture, both from the University of Florida. In the past decade, Alex has worked in the production of hundreds of varieties of tropical foliage plants across 100+ genera- 95% of which are non-native to Florida. Mr. Diaz manages and grows millions of potted tropical foliage plants per year and produces starter material from seed, cuttings, division and tissue culture. He has published research on pests and pest management in the Journal of Economic Entomology and the Florida State Horticultural Society. Mr. Diaz also was a finalist for the "Young Grower" award.

PROFESSIONAL EXPERIENCE

Assistant production manager / Head grower

2012-present **Costa Farms** Miami/Homestead, FL

- Assist in operation and management of over 800 acres and 250 employees in our Tropical foliage production areas.
- Coordinate and organize with area growers production of over 23 million potted foliage plants annually.
- Develop process improvement and efficiencies of operations in the field and potting areas our foliage production in our Miami locations and offshore stock farm in the Dominican Republic.
- Manage and maintain production of greenhouse propagation facilities in Florida.
- Set up field trials for fertilizers, growth regulators and insecticides while organizing data collection for optimal results; use these trials to develop proper production methods and techniques.
- Tropical foliage production consultant for Costa Farms stock farm in the Dominican Republic. Work with production team to help develop proper production and post-harvest protocols for live good plant materials that is shipped to Miami.
- Developed proper production practices and post-harvest procedures of *Dracaena 'Massangana,' Cycad Revoluta, Aglonema* varieties, *Dieffenbachia 'Tropic Snow', Epipremnum 'Golden Pothos', Hoya Carnosa, Yucca* and several other tropical foliage varieties in Dominican Republic, and Florida locations.
- Oversee production, packaging, quality control and post-harvest processes of multiple offshore suppliers of tropical foliage crops in Costa Rica and Guatemala.

Grower

2006-2012 **Costa Farms** Miami/Homestead, FL

- Managed production of over 150 acres of tropical foliage in multiple locations.
- Managed and directed part of the foliage department consisting of 10 crew supervisors and over 100 personnel.
- Management of plant nutrition, development, fertilization rates and crop rotation schedules for over 150 varieties.
- Implemented irrigation management techniques, worked with growers to properly manage and correct water requirements of multiple varieties of crops.
- Implemented proper cultural practices using integrated pest management and best management practices.
- Established proper production processes and techniques for *Eugenia* Topiary program to create a superior finished product.
- Tried and developed proper growth regulator techniques on various foliage crops to ensure a consistently improved product.

Assistant grower

2005-2006 **Costa Farms** Miami/Homestead, FL

- Managed inventory of more than 1 million potted foliage plants.

- Lead field crews of 20 employees on daily tasks, fertilization controls, weed monitoring and irrigation management.
- Managed fertilizer schedule for five farms, covering over 100 acres.
- Assisted in research and development in the trial and development of proper hormone rates for *Dracaena* 'Massangana.'
- Assisted with integrated pest management using biological controls and scout based insecticide and fungicide applications.
- Assisted in the relief efforts after hurricane Katrina and Wilma, by helping with the rebuilding of shade houses, greenhouse structures and irrigation systems.

PRIOR WORK EXPERIENCE

- *University of Florida tropical research center Homestead, FL.* Worked on fruit evaluation and production techniques of several tropical fruit species for human consumption, including Guava, Mango, lychee and avocado.
- *University of Florida Gainesville, FL.* Worked with biological controls on greenhouse strawberry production. Gather data on feeding efficacy of predators on several pest species of strawberries.

AWARDS & ACHIEVEMENTS

- 2009 Young Grower Award finalist, Grower Talks.
- Featured in the January 2011 Southern Garden magazine, appearing in the cover of their Garden section: "From Greenhouse to Your House".
- Received merit scholarship for Masters of Science program at the University of Florida.

RESEARCH & PUBLICATIONS

- Masters Thesis: Effect of *Diaprepes* root weevil on leaf gas exchange and growth of select ornamental tree species
<http://ufdc.ufl.edu/UFE0011363/00001>
- Proc. Fla. State Hort. Soc. 118:310-313.2005 Effects of adult *diaprepes* root weevil on leaf gas exchange and growth of buttonwood and live oak. fshs.org/proceedings-o/2005-vol-118/118/310-313.pdf
- Journal of Economic Entomology 99(3): 811-821.2006 Effect of Root Feeding by *Diaprepes abbreviatus* (coleopteran: Curculionidae) Larvae on Leaf Gas Exchange and Growth of Three Ornamental Tree species.
<http://www.bioone.org/doi/abs/10.1603/0022-0493-99.3.811>

EDUCATION

- Masters of Science, in Ornamental Entomology University of Florida 2002-2005
- Bachelor of Science in Environmental Horticulture, University of Florida 1999-2002

JENNIFER M. FRAME, Master's of Science in Biotechnology with Stem Cell Emphasis

Senior Microbiologist

jennifer.frame@cannlabs.com

Ms. Frame is an experienced microbiologist with undergraduate and graduate degrees on molecular and cellular biology and biotechnology. She has over the course of her career developed competencies such as designing and executing various Quantitative Polymerase Chain Reaction (qPCR) projects including genotyping, gene expression and organism detection assays. She has further cultured various organisms including stem cells and has experience with Good Laboratory Practices in high-throughput laboratories.

PROFESSIONAL EXPERIENCE

Senior Microbiologist

2013- Present **Cannlabs Inc.**, Denver, CO

- Designed and executed mandatory microbiological testing on cannabis and cannabis products.
- Validated processes for qPCR microbial testing as per Association of Analytical Communities AOAC standards.
- Designed and executed testing for Gene Expression products.
- Managed microbiology department.
- Consulted with clients to help with microbiological testing requirements.

Professional Research Associate

2012-2014 **University of Colorado, Denver- Davies Research Group** Denver, CO

- Designed and executed In Situ experiments on Rat spinal cord sections.
- Performed Immunohistochemistry IHC experiments to determine location of protein of interest.
- Designed and executed In Vivo Rat thoracic laminectomies and spinal cord injuries.
- Performed Western Blot analysis of cell lysates and tissue lysates.
- Designed and executed qPCR experiments.
- Designed and executed genepix protein assays.
- Performed many lab management duties.

Staff Research Associate II

2008-2011 **University of California- Keirstead Research Group - RIRC**, Irvine, CA

- Designed and executed q-PCR and Real Time PCR experiments to determine gene expression profiles in a confused rat spinal cord.
- Performed cloning of bacteria and yeast of preparation of Lenti-viral constructs for transduction of myoblasts and Schwann cells.
- Isolated DNA, RNA, and Protein for molecular experiments.
- Used NanoChip technology to identify most commonly expressed genes in different stem cell derived cell types.
- Performed ELISA's and Western Blots to determine concentrations of cell supernatants.
- Performed Taqman Protein Assays.
- Cultured Motor Neurons, Schwann cells, and Myoblasts.
- Performed Co-Culture experiments using axon isolation chambers.
- Designed and executed an In Vivo experiment to determine GDNF secretion with transduced human myoblasts In Vivo.

Research Specialist

March 2008 -May 2008 **University of Arizona - Arizona Research Labs - Division of Biotechnology - Human Origins Genotyping Laboratory** Tucson, Arizona

- Performed high throughput genotyping of mice and human samples.
- Designed and executed multiplex PCR assays for Sequence Fragment analysis.
- Discovered Short Tandem Repeat sequences in humans for sequence and functional analysis.
- Managed undergraduate training as well as assisted other technicians with training.
- Coordinated other laboratory staff to perform group procedures.
- Coordinated HOGL projects with collaborators.

- Directed laboratory staff to perform procedures.
- Managed sets of samples through the appropriate procedures to produce the necessary data set (including retesting of drop-outs).

Research Technician

2005-2008 **University of Arizona – Arizona Research Labs – Division of Biotechnology – Human Origins**

Genotyping Laboratory, Tucson, Arizona

- Performed Genotyping on human samples from Family Tree DNA Inc. and National Geographic's Genographic project.
- Designed PCR experiments and sequencing primers in both mice and human genomes.
- Maintained polymorphism and primer databases.
- Assisted with preparation and writing of scientific articles for publication.
- Provided assistance with undergraduate student research projects.
- Assumed a leadership role on a multiplex STR analysis project.

Lab Assistant/Scientist

2002-2005 **University of Arizona - College of Nursing – Biolaboratory Tucson, AZ**

- Participated in research investigating phospholipid levels in childhood leukemia and traumatic brain injury.
- Extracted phospholipids from cerebral spinal fluid.
- Performed High-pressure liquid chromatography HPLC analysis on phospholipids.
- Assisted in the presentation of results of a traumatic brain injury study at the 2004 Neurocritical Care Society meeting in San Diego, CA.

RESEARCH EXPERIENCE

Summer Intern

June 2010-September 2010 **Allergan Inc., Irvine, CA**

- Investigated gene expression using qPCR in age related macular degeneration in rat and human samples.
- Performed FLIPR assay for detection of calcium release with agonists and antagonist drugs.

Lab Assistant/Student

January 2005 - May 2005 **University of Arizona - College of Medicine - Neurology laboratory Tucson, AZ**

- Injected DNA into spinal canals of chick embryos.
- Used known protocols to discover gene expression of stem cells in adult mice and in stage 12 chick embryos.
- Used electroporation techniques to determine gene expression in chick embryos.
- Extracted cells from adult mouse spinal cords.

PUBLICATIONS

- 2011- T. Wyatt et al., Human Motor Neuron Progenitor Transplantation Leads to Endogenous Neuronal Sparing in 3 Models of Motor Neuron Loss., *Stem Cells International*
- 2010- J.Sharp, et al., Human Embryonic Stem Cell-Derived Oligodendrocyte Progenitor Cell Transplants Improve Recovery after Cervical Spinal Cord Injury. *The Journal of Stem Cells*

EDUCATION

2009-2011 **University of California, Irvine, CA**

- Masters of Science in Biotechnology with Stem Cell Emphasis

2001-2005 **University of Arizona, Tucson, AZ**

- Bachelor of Science in Molecular and Cellular Biology; Minor in Chemistry

Luis A. Gonzalez

5757 Collins Ave # 2004 | Miami Beach, FL 33140 | 305-542-2382 | louigonzalez@gmail.com

PROFILE

Luis Gonzalez is a Managing Director of MBF Healthcare Partners, L.P. He is responsible for leading the execution of all aspects of the investment process, including transaction sourcing, structuring and execution of post-closing growth and operational strategies of certain new and existing MBF investments. He has more than ten years of middle market private equity and M&A experience and has successfully completed numerous buyout and growth equity investments. He currently serves on the boards of several MBF portfolio companies.

Prior to joining MBF Mr. Gonzalez worked in the Investment Banking group at Raymond James & Associates, Inc. where he was active in mergers & acquisitions and public equity and debt offerings. He began his career at Deloitte & Touche where he was responsible for a range of audit and advisory services for public and private clients, including Fortune 500 companies.

Mr. Gonzalez earned his Bachelor of Science in Accounting, magna cum laude, and Master of Accounting degree from the University of Florida. He is a Certified Public Accountant.

PROFESSIONAL EXPERIENCE

MBF Healthcare Partners, L.P.

Private Equity – Managing Director (2012 - Present); Director (2007 – 2012); Associate (2006 – 2007)

Miami, FL
2006 – Present

- Responsible for sourcing, evaluating and executing growth-oriented, middle-market leveraged buyout and growth equity investments in healthcare and business services.
- Completed five platform investments (including 8 add-on acquisitions) from inception to sale (see attached sheet for deal experience).
- Served as Director on the Boards of several MBF portfolio companies.
- Executed transactions by (i) leading internal and coordinating external business, financial and legal due diligence; (ii) determining appropriate capital structure and raising corresponding senior and subordinated debt financing; and (iii) drafting and negotiating all acquisition related documents and credit agreements.
- Monitored portfolio companies by (i) reviewing monthly reporting packages and participating in board meetings and strategy discussions; (ii) evaluating and identifying management team and infrastructure enhancements; (iii) analyzing and assisting management team in implementing operational and financial growth initiatives; and (iv) evaluating add-on acquisitions and potential recapitalization or sale opportunities.

Raymond James & Associates, Inc.

Investment Banking - Analyst

St. Petersburg, FL
2004 – 2006

- Responsible for (i) providing a broad range of valuation analyses, including comparable public company, discounted cash flow, leveraged buyout, recapitalization and accretion/dilution; (ii) performing due diligence efforts; (iii) drafting offering prospectuses, private placement memoranda and roadshow presentations; (iv) structuring presentations for boards of directors; and (v) creating marketing pitches to procure new business.
- Completed three M&A transactions representing approximately \$1 billion in enterprise value from initial pitch presentation to deal execution.
- Advised public company client on successful hostile takeover defense after an unsolicited tender offer for its shares for \$759 million.
- Participated in successful execution of 38 public equity and debt offerings (several lead-managed) raising \$7 billion in capital, including: (i) initial public offerings; (ii) preferred equity issuances; (iii) follow-on equity offerings; and (iv) senior notes issuances.

Deloitte & Touche, LLP*Assurance & Advisory Services – Associate*

Miami, FL

2002 – 2004

- Responsible for a range of attest and advisory services, including auditing and reviewing Form 10-K, 10-Q and 424 SEC filings for private and public companies (including Fortune 500 companies) with revenues from \$100 million to \$9 billion.
- Developed experience in several industries through engagements with clients in several sectors, including: private equity, real estate, retail, gaming and hospitality and manufacturing.
- Ranked number one Associate in Miami office by firm Partners.

EDUCATION

University of Florida

Gainesville, FL

Bachelor of Science in Accounting, *Magna Cum Laude*.

2002

Master of Accounting (completed intensive joint degree program in 4 ½ years).

Received academic based scholarship for undergraduate degree and fellowship for master's degree.

PERSONAL

- Certified Public Accountant, Florida.
- Fluent in speaking and writing Spanish.
- Miami Children's Health Foundation, Diamond Society.
- Interests include golf, travel and spending time with my wife and son.

Private Equity Transaction Experience

Investment	Industry	Company Description	Responsibilities
<p>Apily Healthcare Holdings</p>	<p>Healthcare Services- Medicare and Medicaid Managed Healthcare</p>	<p>Simply provides various products to individuals receiving government-sponsored healthcare programs, including Medicare, Medicaid and specialty plans</p>	<ul style="list-style-type: none"> • Worked with team to create partnership with management to acquire and build a market-leading managed healthcare company • Point person on all aspects of deal execution of initial platform investment, including: (i) performing internal diligence efforts (ii) coordinating third party advisory work (iii) negotiating purchase agreement and other legal documents and (iv) evaluating appropriate capital structure and securing and negotiating credit facility • Immediately after initial acquisition, reviewed all aspects of combined businesses including operations, personnel, contracts, back-office and systems to locate cost savings (over \$7 million) • Worked with management to create primary care medical center sister company • Led debt recapitalization • Managed sale process to Anthem (NYSE: ANTM), resulting in a ROIC of 25.0x
<p>Nutri-Force Nutrition</p>	<p>Niche Manufacturing / Branded Consumer Products</p>	<p>Nutri-Force provides custom manufacturing, private label and re-packaging services for a wide range of both domestic and international customers as well as develops and markets products under its own labels, Nutri-Force Sports and Betancourt</p>	<ul style="list-style-type: none"> • Point person on all aspects of deal execution of initial platform investment and two add-on acquisitions • Led two debt recapitalizations • Worked with management to develop and execute several growth strategies, including: build-out of new state of the art manufacturing facility, addition of softgel manufacturing capabilities and launch of new branded products • Managed sale process to the Vitamin Shoppe (NYSE: VS), resulting in a ROIC of 4.8x
<p>Medical Specialties Distributors</p>	<p>Value-Add Distribution- Healthcare Products and Equipment</p>	<p>MSD provides products, patient care devices, logistics and technology services and solutions to alternate-site healthcare providers in the home infusion, oncology therapy, specialty pharmacy and institutional pharmacy markets</p>	<ul style="list-style-type: none"> • Point person on all aspects of deal execution of three add-on acquisitions • Led debt recapitalization • Worked with management to identify and develop new distribution channel into the oncology marketplace • Managed sale process to Water Street Healthcare Partners, resulting in a ROIC of 3.5x
<p>Navarro Discount Pharmacies</p>	<p>Healthcare Services- Retail and Specialty Pharmacy</p>	<p>Navarro is the largest Hispanic drugstore chain in the U.S. including 33 retail locations and a specialty pharmacy serving patients with complex or chronic diseases</p>	<ul style="list-style-type: none"> • Point person on all aspects of deal execution of initial platform investment and one add-on acquisition • Worked with management to develop and execute on business plan to launch specialty pharmacy division • Managed sale process to CVS Health (NYSE: CVS), resulting in a ROIC of 1.0x
<p>OMNI/SunCrest Home Health</p>	<p>Healthcare Services- Home Health Nursing and Hospice</p>	<p>OMNI/SunCrest is a leading provider of high quality, multidisciplinary home health care services to the elderly, servicing its patients in 90 locations across 10 states</p>	<ul style="list-style-type: none"> • Point person on all aspects of deal execution of initial platform investment, one add-on acquisition and merger with SunCrest Healthcare • Worked with management to develop joint venture partnership strategy with hospitals to increase patient census and revenue • Sold to Almost Family (NASDAQ: AFAM)

JULIE HARRIS
Senior Analytical Chemist
julie.harris@cannlabs.com

PROFILE

Julie has a Bachelor degree in Chemistry from the University of Wisconsin-Madison. She has 8 years of regulated analytical chemistry experience working at Merck, Covance, Array Biopharma and now CannLabs. Seven years of her work were in FDA regulated laboratories doing drug metabolism and bioanalytical work. She has analyzed PK and PKPD studies during the drug development process to determine the best candidate. Following candidate selection, she did in vivo and in vitro studies to characterize these compounds to determine routes of metabolism and potential safety issues. Upon successful candidate selection she worked to file NDAs. For three years, she did GLP bioanalytical work and method development for a contract research organization. During this position, she also worked for the company's site in England as the US ambassador to harmonize analytical procedures in compliance with the regulations in both countries. Her analytical instrumentation experience includes LC/MS/MS and GC/MS/FID.

PROFESSIONAL EXPERIENCE

Senior Analytical Chemist

2014- Present **Cannlabs** Denver, CO

- Method development on potency method and difficult matrices.
- Utilize UPLC/PDA to analyze for cannabinoids in accordance with SOPs in a high throughput environment.

Research Associate

2013-2014 **Opxbio**, Analytics, Boulder, CO

- Used LC/MS/MS and GC/MS to analyze fatty acid and FAMES samples in a fast paced biofuels environment.
- Method development performed on fatty acid and FAMES analytical methods when necessary.
- Trouble shoot analytical methods on GC/MS/FID and LC/MS/MS.

Research Associate

2010-2013 **Array Biopharma**, Drug Metabolism and Pharmacokinetics, Boulder, CO

- Work within the drug metabolism group to analyze PK and PKPD studies via analytical chemistry techniques.
- Perform in vivo and in vitro metabolite identification and phenotyping studies when necessary.
- DMPK lead for projects, collaborate with other departments to plan appropriate studies.
- Utilize wet chemistry, extraction and incubation techniques and LC/MS/MS to generate data.

Chemist

2008-2010 **Covance Inc.**, Bioanalytical Department, Madison, WI

- Work in a high throughput, FDA regulated, bioanalytical laboratory in accordance with SOPs to analyze biological samples for PK/TK analysis using wet chemistry, analytical chemistry and LC/MS/MS techniques.
- Responsible for providing local department support for the Watson LIMs system, as well as training an overseas site.
- North American Bioanalytical Ambassador to Covance site in England for 3 months to learn their processes in an effort harmonize differences between the two sites as well as provide immediate relief for high workload.

Chemist

2007-2008 **Merck & Co.** Drug Metabolism and Pharmacokinetics, West Point, PA

- Work in the clinical bioanalytical PK/PD department to rapidly provide pharmacokinetic data of biological samples using extraction and LC/MS/MS techniques. Performed non-compartmental PK analysis when necessary.
- Work in an FDA regulated environment according to SOPs to perform experiments and maintain an up to date and accurate electronic notebook.

Research Assistant

2005-2007 **Silicon Research Facility**, Emeritus Professor Robert West, Madison, WI

- Worked towards synthesizing various siloles and silylenes, both air stable and air sensitive.
- Schlenk techniques were used for inorganic and organic synthesis.
- Characterization was done with NMR spectroscopy, UV vis and IR spectroscopy.

Intern

2005-2007 **Journal of Chemical Education**, Professor John W. Moore, Madison, WI

- Supervised six of my colleagues in the publishing of past issues of the Journal of Chemical Education to an online data base.
- Photographed and videotaped small scale reactions under the microscope for upcoming publications of the Journal of Chemical Education, Scientific Art, and Educational Purposes.

Chemistry Camp Group Leader

June-July 2006 **Institute for Chemical Education University of Wisconsin-Madison**, Madison, WI

- Led four one week sessions for 3-4 middle school students in lab experiments, group discussions and demonstrations.

PUBLICATIONS & PRESENTATIONS

- *Toying with Chemistry*, Journal of Chemical Education, October 2005
- *Chemistry Comes Alive 8*, Journal of Chemical Education Publication, January 2007
- *Exocharmic Reactions Up Close*, Journal of Chemical Education, January 2007
 - Journal cover photograph and supplemental photographs
- *Synthesis of 1,1-Dichlorosilole* Poster at the Undergraduate Research Symposium, UW-Madison, May 2005
- *Chemistry Under the Microscope*, Poster presented at the American Crystallography Association Conference Salt Lake City, UT July 2007

EDUCATION

2003-2007 **University of Wisconsin-Madison** Madison, WI

- B.S. Chemistry

SHANE T. HUTTO, Cannabis healthcare professional and entrepreneur
Managing Grower and Quality Assurance Director
shane@hort-solutions.com

PROFILE

Mr. Shane Hutto is a disciplined and energetic plant lover with horticulture degrees, advanced interpersonal skills, diverse greenhouse success, and a track record of innovating by applying critical thinking, knowledge, and design principles with consistent results to improve processes with creativity and natural leadership abilities. Shane has over eight years of experience in horticulture.

- **Core Proficiency Areas:** Consulting, Operations Planning, Facility Design, Optimization, GAP, Research Trials, Statistical Analysis, Manuscript Development, Pesticides, Processing, Post-Harvest, Extraction, Value added products, Packaging and Storage.
- **Crop Highlights:** Cannabis, Cilantro, basil, spinach, pecans, peppers, poinsettias, mums, bedding plants, annuals, perennials, herbs, vegetables, mushrooms, annatto, paprika, and jojoba, and more.
- **Software:** Microsoft Office (Word, PowerPoint, Access), AutoCAD, FrontPage, SAS, and Advanced Excel user.

PROFESSIONAL EXPERIENCE

Owner/ Lead Consultant

2014- Present **Horticultural Solutions Ltd.**, Georgetown, CO

- **Consulting** – Design, planning and implementation of new grow operations on an international level (US and Canada), optimizing efficiency, and lowering input costs for operations while maximizing yield and producing the highest quality products available.
- **Innovation** – Developing custom cultivation strategies as well as utilizing equipment previously not exposed to the Cannabis market. Taking the industry to a new professional standard and eliminating misinformation.
- **Project management** – We take projects on all levels from a few thousand square feet up to several acres. We can assist perform or complete any Cannabis project as well as full operations management and staffing.
- **Optimization** – All operations can be improved whether it's lowering inputs and labor cost or increasing efficiency and product value we specialize in making our clients more profitable utilizing Good Agricultural Practices (GAP).

Horticultural Consultant

2015- Present **Gavita Holland**, Denver, CO

- The position handles all commercial projects involving Cannabis with a specific territory of North America.
- Provide all advice necessary to take key accounts from project design through to successful production.

Co-Founder

2015- Present **Horticultural Extracts LLC**, Denver, CO

- Founder and Owner of extraction equipment distribution company; Horticultural Extracts LLC designs and distributes extraction technologies manufactured by Eden labs, but designing of the equipment is all under the guidance of Mr. Hutto.
- Designed a system that uses innovations combined with the quality of manufacturing by Eden Labs.
 - Systems also include CO2 extractors
- Aim to provide the best equipment and training that the horticultural extracts industry has to offer.

Co-Founder/ Director of Extractions

2015- Present **Gold Label Moroccan Oils SARL**, Tiznit, Morocco

- Specialize in the extraction, processing, manufacturing, packaging, and marketing of all kinds of essential oils (argan oil, oil Cactus, Nigella oil), Medicinal, aromatic and cosmetic plants.
- Supplying Moroccan local product and any organic product, cream, spices, fruits and vegetables and dried fruits, to the global export market.

Technical Advisor North America

2011- 2014 **Grodan Inc.**, Denver, CO

- Handled all technical growing problems and question for retailers and consumers, constantly taking on new research and development project, handling all promotional apparel design, and managing a secretary.
- Consulting – Design, planning and implementation of new grow operations on an international level (US and Canada), GAP, optimizing efficiency, and lowering input costs for operations.
- Innovation – Developed global irrigation strategy for specialized Cannabis crop production in Stonewool
- Project management – single handedly found and developed an End of Life solution in the US for the company's products. Planned, coordinated, and supervised many tradeshow and events

Research Assistant

2008-2011 **Oklahoma State University Hazardous Reactions Lab**, Stillwater, OK

- Ran extraction lab and performed extensive field research, operated highly specialized equipment and conducted experiments: sample weighing, processing, packaging and cleaning high-tech systems and lab.
- Research – Designed cilantro growing field trials with different treatments. Oversaw and harvested up to 100, 1/10 acre plots per season. Processed and dried cilantro samples and recorded variances. Packaged, stored, processed, ground, and separated samples, and ran through extraction machine.
- Analysis – Performed color analysis, chemical profile analysis, fat content, moisture content, and bulk density.
- Specialized equipment – Operate rare, specialized propane extraction unit using liquid propane, colorimeter, and gas chromatograph with flame ionization detector (GC-FID). Handle chemicals using fume hood and analytical balance to achieve a degree of extraction.
- Process Improvements – Reduced lab cleaning from a six hour process to a three hour process. Streamlined cilantro washing, reducing time from two days to a six hour process.

LAB (RESEARCH) EXPERIENCE

Assistant Lab Coordinator, Controlled Environment Research Laboratory

2006-2008 **Oklahoma State University**, Stillwater, OK

- Engineering – Designed and performed plumbing and carpentry to build a high profile catfish farm still in use for Zoology Department with no budget, including a cooling and air system over six months. Supervised an assistant to build structure meeting university physical plant standards.
- Project Management – Planned and built a vapor barrier in an existing building, troubleshooting and wiring electricity for challenging project with multiple attached, overlapping runs.
- Leadership – Trained an employee on greenhouse and growth chamber maintenance.
- Greenhouse Maintenance – Installed new greenhouse components including polycarbonate and plumbing.
- Greenhouse Equipment – Mastered, operated, troubleshot, and repaired fans, vent louvers, watering equipment, fertilizing injectors, heaters, and cool tubes.
- Maintained Growth Chamber – Repaired fans, bulbs, thermostats, and computerized controls.

Assistant Grower

2007-2007 **Metrolina Greenhouses, Inc.**, Huntersville, NC

January 2005 - May 2005 **University of Arizona - College of Medicine - Neurology laboratory** Tucson, AZ

- An independent assistant grower in charge of watering and maintaining about five acres of plants in an automated 150 acre facility.
- Cared for over a million poinsettias with 100% success.
- Learned and applied technology to optimize Good Agricultural Practices (GAP): watering, plant growth regulators, pinching, and spacing, for a large number of species including impatiens, geraniums, gerbera daisies, ferns, and tomatoes.
- Walked 25 miles daily to perform visual plant health, fertilizer mixing, injector troubleshooting, fungicide and pesticide spraying, and plant maintenance, creating environment for plants to thrive.
- Built productive relationships with three supervisors and excelled in a liner, plug and finishing (poinsettias, mums) green houses.

EDUCATION

Oklahoma State University, Stillwater, OK, 2011

- Masters of Science in Horticulture; Cilantro Production and extraction using liquid propane courses.
Course Highlights: Lab experimentation, statistics, SAS, temperature stress, water relations, postharvest, flowering and fruiting, plant pathology, physiology, plant materials, propagation, entomology, plant biology, soil nutrients, commercial vegetables, and greenhouse management.

Oklahoma State University, Stillwater, OK, 2008

- Bachelor of Science in Horticulture with a focus in Greenhouses; Minor in Soil Science.

MICHAEL A. MERIDA, Doctor of Plant Medicine

Director of Production for Costa Farms

mmerida@costafarms.com

PROFILE

As Director of Production for Costa Farms, Dr. Michael Merida oversees millions of non-native plants annually including potting, manufacturing, and delivery. Michael has over 12 years of experience in production, growing and pest and disease management. He brings a well-honed expertise in plant production and operations management, having served both as the Director of Pest and Disease Management and Grower/Farm Operation management. His involvement with producing many different non-native genera, developing proper cultural practices to successfully produce quality plants, and an in-depth understanding of the impact of pest and diseases on the production of non-native plants makes his experience very relevant to the current project.

Indeed he has implemented an integrated pest management program for over 1,200 acres of production including extensive experience with biological controls, insect/disease monitoring, and focused pesticide prescriptions. His approach is multifaceted ranging from predatory mites, bio-fungicides/insecticides to beneficial nematodes. Dr. Merida also possesses deep knowledge and experience of plant propagation, plant physiology, plant nutrition, entomology/nematology, plant pathology and soilless media. Other key achievements include: establishing a tissue culture conversion program, starter plant SOP manuals, and plant nutrition protocols that are deployed over 4,000 acres of production. He has developed in house propagation programs that range in starter materials from tissue culture, to cuttings, and seedlings.

PROFESSIONAL EXPERIENCE

2012-present **Costa Farms** Miami/Homestead, FL

Director, Production

- Manage over 800 acres of production including consultation of overseas starter material/ propagation nursery in the Dominican Republic.
- Manage over 300 employees which include Growers and Operation Managers, Plant Propagators and Potting Department, Pest and Disease Management, and Inventory Management.
- During career produced ~100 non-native genera over 200+ varieties.
- Implemented task management program- program that allows for the scheduling of tasks based on task standards to efficiently produce plants and eliminates extraneous activities. Currently Costa Farms grow 100 million plants each year which equates to 1.5 billion tasks and touch points.
- Implements field trials to determine appropriate inorganic fertilizers, soilless media, insecticide/fungicides, plant growth regulators, cultural practices and new plant variety evaluations.
- Assist in the discovery and implementation of innovation ideas to increase efficiency and lower inputs used in the production of plants.
- Led company transformation to best practices that decreased use of Neonicotinoids, and replaced with crop scouting, biological controls, and enhanced cultural practices in line with President Obama's initiative on bees and pollinators. Currently serve on American Hort Pollinator Taskforce.
- Cultivation of Muscadine Grapes and Olive trees including propagation, nutrition management, pest and disease management, vine training.

2010-2012 **Costa Farms** Miami/Homestead, FL

Head Grower

- Directed over 45 employees across 3 different farms- approximately 3.6M SQF of production space.
- Specialized in production ~15 non-native genera; units produced annually > 3 million
- Manage plant nutrition, plant propagation, irrigation, pest and disease management and plant processing for sale.

2006-2012 **Costa Farms** Miami/Homestead, FL

Director, Pest and Disease Management

- Developed an Integrated Pest Management program in 2006.
- Established a scouting protocol manual and training program for new and established team members.
- Implementation of new pesticide application techniques and served as a trainer and "train the trainer."

- Managed the scheduling of pesticide applications and served to reduce pesticide applications throughout the nursery by means of pest monitoring and observation of environmental factors that may or may not be favorable for disease or insect pressure.
- Worked closely with the University of Florida plant diagnostic clinic to enhance proper techniques for insect and disease control.
- Assisted to increase the level of biological control tools in the integrated pest management program. Increased use of bio-fungicides, beneficial nematodes and predatory mites.
- Maintained spray history records in compliance with regulatory agencies.

PRIOR WORK EXPERIENCE

- Supervisor of Nursery Operations at Manuel Diaz Farms responsibilities included scouting for pests, irrigation management and crop nutrition.
- Worked with the University of Florida on *Lantana* studies led by Dr. Bijan Dehgan investigating pollen viability of certain species of lantana to determine their level of invasiveness. Duties included greenhouse and shade house maintenance, nutrition management, flower/pollen collection, pollen viability studies and data analysis.
- University of Florida research fruit orchard- worked with many different citrus species, pecans, peaches and grapes. Worked in grove maintenance, irrigation installation, pruning, nutrient management and fruit harvest.

AWARDS & ACHIEVEMENTS

- 2009 Young Grower Award winner, GrowerTalks.

RESEARCH & PUBLICATIONS

- Authored University of Florida research publications that facilitate the successful cultivation of agricultural commodities and horticultural plants. Below are the publications that may be accessed on the University of Florida database, EDIS, which serves global information to the agriculture sector.
 - 2013 Florida Plant Disease Management Guide: Guava.
 - Mahogany Shoot Borer, *Hypsipyla grandella* (Zeller) (Insecta: Lepidoptera: Pyralidae: Phycitinae).
 - El taladrador de las meliáceas, *Hypsipyla grandella* (Zeller) (Insecta: Lepidoptera: Pyralidae: Phycitinae).
- Assisted in trial preparation and data collection and analysis for a bio-fungicide research trial with ornamental plant species (University of Florida Ft. Lauderdale Research and Education Center).
- Summer Squash: Insecticide Evaluation on Growth/Yield and Insect Suppression (Research technician for Bayer crop science).

EDUCATION

- Doctor of Plant Medicine Degree, University of Florida 2002-2006.
- Bachelor of Science in General Horticulture, University of Florida 1995-2001.

TIM MOORE, Director of Security

jmoore@costanursery.com

PROFILE:

Mr. Moore is an Executive Director of business development with Hendrick Automotive Group and the Dale Earnhardt Jr. Dealership in Tallahassee. He earned a Master's degree of Public Administration from Georgia State University. He is also a graduate from the Harvard Senior Executive Leadership Program. Mr. Moore is the longest serving Commissioner in the history of the Florida Department of Law Enforcement with over 30 years of service to the Department prior to retiring in 2003. He also served as a member of the Executive Committee of the International Association of Chiefs of Police IACP for over 12 years.

PROFESSIONAL EXPERIENCE

- Executive Director of Business Development with Hendrick Automotive Group and the Dale Earnhardt Jr Dealerships in Tallahassee.
- Former Owner/Partner with University Buick GMC Cadillac and Champion Chevrolet Dealerships (2010-2012).
- Former Equity partner with United States Strategy Group Governmental Relations Firm (2003-2009).
- Longest serving Commissioner in the history of the Florida Department of Law Enforcement (1988-2003) with over 30 years of service to the Department prior to retiring (1973-2003).
- Served on numerous boards and commissions for the State of Florida (1973-2003).
- Charged by Governor Jeb Bush to lead Florida's Domestic Security efforts after September 11, 2001, (2001-2003).
- Appointed by Secretary Tom Ridge to the Department of Homeland Security Advisory Council (2003).
- Member National Commission on Accreditation for Law Enforcement Agencies (2000-2003).
- Appointed by President George W. Bush to the President's Homeland Security Advisory Commission (2002).
- Served as a member of the Executive Committee of the International Association of Chiefs of Police IACP for over 12 years (1988-2001).
- Member of various state and national law enforcement associations and organizations.

EDUCATION

- Graduate from Harvard Senior Executive Leadership Program (1985).
- Masters; Public Administration, Georgia State University (1979).
- B.S; Criminology, Florida State University (1974).

GREG PENA
Security Manager
gp@costafarms.com

PROFILE

Mr. Pena is head of security and inventory management for Costa Farms. With over 20 years of experience at Costa Farms, Mr. Pena is one of the company's most trusted employees. His responsibilities include ensuring all plant orders are covered while also supervising quality control. He facilitates communications between management and production departments to guarantee the company's dedication to high-grade products and dependable supply. As head of security at Costa Farms, Mr. Pena monitors daily operations, manages guard scheduling, and handles any and all security matters 24 hours a day. He establishes and enforces company security policies and procedures, while making necessary adjustments as needed. Mr. Pena also works one-on-one with the Florida Department of Agriculture. He makes sure all inspections are handled in an efficient and effective manner, answers any questions inspectors may have, and makes certain all licensees are renewed and up to date. Prior to working at Costa Farms, Mr. Pena worked at Costa Nursery for three years where he drove, loaded, and pulled plants to fill orders. In the past, Mr. Pena also worked as the store manager for a fast food chain restaurant and a retail store for a combined 22 years. Mr. Pena completed two years at Miami-Dade College for Business Administration. With strong organizational and record-keeping skills, Mr. Pena ensures that all employees and customers of Costa Farms always have the materials they need.

MICHAEL RIMLAND- Nursery Industry Veteran

Growing and owning plants for 39 years

mriland@costafarms.com

PROFILE

Mr. Michael Rimland, also known as “the plant hunter,” has been growing and owning plants for over 39 years. Michael’s experience runs the gamut from operating his own nursery in the South Florida region to partnering with Costa Farms on the most innovative breeding, genetics, and research programs in the nursery industry. Indeed, Mike travels to countries spread across 6 continents: Denmark, Sweden, the Netherlands, Belgium, France, Spain, Italy, Germany, Ethiopia, Zimbabwe, Zambia, South Africa, Botswana, Turkey, Israel, India, Nepal, Bhutan, Thailand, Laos, Cambodia, Malaysia, Indonesia, Japan, South Korea, Australia, Korea, China, Guatemala, Honduras, Costa Rica, Peru, El Salvador, Jamaica, Puerto Rico to stay abreast of current trends and to select new non-native varieties to bring to the US mass market. During his career, Mike has produced over 300 non-native varieties in the Florida market. He also partners with plant geneticists Dummen, Syngenta, Ball and many small breeders worldwide to develop superior tropical foliage genetics.

Apart from his vast experience, Mike achieved numerous industry honors including the youngest ever to serve as president of the Florida Foliage Association, FNGLA’s Tropical Plant Industry Expo best new plant winner, and has served on the board of directors for the National Foliage Foundation. He co-chaired a NASA affiliated committee with Dr. Bill Wolverton, “Plants for Clean Air Counsel.”

PROFESSIONAL EXPERIENCE

2013-present **Costa Farms/Rimland’s Nursery** Miami/Homestead, FL

Partner, Research and Development Initiative

- Operate Costa Farms R&D department- indoor division
- Introduce many new varieties of Spathiphyllum, Aglaonema, Anthurium, Calathea, and Dieffenbachia among others. Introduced over 300 non-native varieties across 100+ genera.
- Develop innovative production solutions and applications to increase consumer interest and success with plants. Successful projects include:
 - **WaterWick** – patented process to create self-watering plant that makes end consumer more successful. Now sold throughout Home Depot, Lowe’s, and Walmart.
 - Patent holder and inventor of **Glowee** –plants that look and grow normally but glow in the dark. In launch phase with Walmart Canada, and Home Depot will conduct test market as well.
 - Currently developing **Velvet Touch**- unique application that gives plants velvet like look and touch. In exploration phase and test planned with the Home Depot.
- Member of the Pollinator Taskforce Committee for American Hort. Main objective of the committee is to develop a bee and pollinator stewardship program in line with the White House mandate and promote best management practices for plant production.

2010-present **Costa Farms** Miami/Homestead, FL

Vice President, Business Development

- Forged partnerships with global leaders in breeding and plant genetics
- Spearheaded Dummen Mandevilla North America exclusive; we are now the third largest grower of Mandevilla in the world growing 2M plants annually.
 - Oversaw trials of new genetic lines. Selected and recommended plants to breed.
- Graff Hibiscus North America Exclusive, largest hibiscus breeder in the world; we are the largest grower of finished for retail Hibiscus in the world.
 - Oversaw trials of selectively bred hibiscus that would fare well in North America.

2007-2010 **Costa Farms** Miami/Homestead, FL

Director, Research and Development

- As past co-chair of Plants for Clean Air Counsel, launched O2 for You with Dr. Bill Wolverton of NASA which has since sold > \$1M (2012-YTD).
- Developed Tissue Culture (TC) internal conversion program and introduced new hybrid varieties including varieties of Spathiphyllum and Calathea

- Seed Spathiphyllum development resulting in optimal grow times and fullness to plant pot.

1988-present **Rimland's Nursery Incorporated** Miami/Homestead, FL

Founder/Owner/Operator

- Founded and have grown business to \$3M annual sales producing 800K-1M plants annually.
- One of the largest producers of potted Anthuriums in the world, with 1M square feet under production.
- Well versed with tissue culture and other advanced cultivation and breeding methods.
- Florida Nursery Garden and Landscape Association (FNGLA) member since 1994.

1981-1992 **RG Nursery** Miami/Homestead, FL

Part-Owner/Operator

- Achieved \$2M annual sales.
- Specialized in 100+ genera of indoor plants.
- Introduced many new indoor plant varieties sold today globally including new Spathiphyllum, Aglaonema, Anthurium, Calathea and Dieffenbachia.

1976-1985 **Robjoy Nursery and RG Nursery** Miami/Homestead, FL

- Started as operations manager at Robjoy Nursery.
- Founded RG Nursery in 1981 and was partner in the corporation.
- Managed both positions simultaneously until 1985.

ACHIEVEMENTS

- President, Florida Foliage Association (1990-1991) (Youngest to ever achieve this honor).
- Two time board of director and onetime secretary of the National Foliage Foundation.
- Won TPIE 1996 best new flowering plant on behalf of Rimland's Nursery and Twyford Plant Lab.
- Published in Greenhouse Grower Magazine including: *August 2011: Who Really is your Customer?*; *April 2011: Globetrotting Grower: Europe vs. the US in Floriculture.*
- Contributed case study to Sandy Baker's, *The Complete Guide to Keeping your Houseplants Alive and Thriving.*
- Profiled by the New York Times, Greenhouse Grower Magazine, Ball Publishing GrowerTalks' Acres Online, Garden Gossip, and From the Soil (blog).

CARLOS SMITH, M.D.
Medical Director
cismith@costanursery.com

PROFILE

Dr. Smith is a practicing internist with 13 years of clinical medical experience. His experience spans the diagnosis, treatment, co-management and coordination of the care of patients with a wide range of conditions and illnesses, including epilepsy, spasticity, neuromuscular disease, cancer, terminal illness, substance abuse and chronic and acute pain along with chronic diseases such as hypertension, diabetes, heart disease and infectious disease, among others. He periodically authors educational articles and gives educational presentations about medical and health related topics to community groups. Prior to his present practice, Dr. Smith was a hospitalist physician at Baptist Homestead, Baptist Kendall, and South Miami Hospitals. Throughout his career he has taken on various leadership roles and committee memberships. Dr. Smith is known for his dedication to patients, indeed he has served on multiple working groups to boost patient ratings across these institutions as well as maintained patient satisfaction ratings above the 90th percentile. He graduated from University of Miami with an M.D. and graduated Phi Beta Kappa and with honors from the University of Florida. He is bilingual in English and Spanish.

PROFESSIONAL EXPERIENCE

Internal Medicine Primary Care Practice, Key Largo, Florida

February 2007 - present

- Primarily adult/geriatric Internal Medicine, urgent care pediatrics, and walk in urgent care.
- Practice manages 6,500 patients at any given time and he manages 2,300 of these patients.
- Treat and co-manage patients ranging in illnesses such as cancer, MS, epilepsy, and other chronic disease states.
- Committee member, Pharmacy and Therapeutics: committee reviews and manages onsite formulary and medication dispensing practices.
- Authors educational articles for community newspaper on topics such as addiction, cough/cold and flu season and best prevention practices, as well as vaccination.
- Presents educational seminars to the community on diseases such as skin cancer, hypertension, and cardiovascular disease prevention.
- Managed successful adoption of Praxis EMR and now Athena Clinicals which is the #1 EMR for usability by KLAS. This robust solution exhibits easy-to-use workflow and less data entry in the exam room and allows us to give patients undivided attention.

Director of ED Triage, Homestead Hospital Homestead, Florida

June 2005 – January 2007

- Directly reported to CEO of hospital.
- Diagnosed and treated a wide variety of medical problems in the triage area of the ED.
 - Conditions included cancer pain, abdominal pain, lacerations, UTI, URI, back pain, musculoskeletal injuries, pneumonia, skin infections, migraines, among others.
- Provided clinical oversight to triage process and ensured patients were channeled appropriately depending on acuity.
- Member of a working group involved in successfully developing solutions to improve patient satisfaction and patient flow in the ED.
- Tasked with developing an esprit de corps among front end staff and promoting patient satisfaction.

**Hospitalist Physician, Homestead Hospital Homestead, Florida
October 2003 – June 2005**

- Diagnosed and treated various medical problems in hospitalized patients including multiple cancers, myocardial infarction, congestive heart failure, stroke, sepsis, pneumonia and other infectious diseases, severe pain, seizures, renal failure, diabetes and complications, hypertension, complications of MS.
- Led Homestead Hospital to improve outcomes including:
 - Exceeded in CMS/HQA Core Measures Quality Initiative (above the 90th percentile compared to peer groups nationwide in 13 of 16 reportable measures).
 - Consistently maintained patient satisfaction scores above the 90th percentile nationwide as measured by Press-Ganey.
- Served as Physician Advisor for Performance Improvement and Case Management and helped maximize efficiency of care within the hospital: the goal was to assure high quality care within the bounds of appropriate length of stay.
- Served on the peer review Medical Staff Quality Committee and Pharmacy and Therapeutics Committee. These committees focused on the quality of care provided to the hospital's patients by physicians on staff and on medication and policy recommendations for the hospital's onsite formulary.
- Modernized Medical Staff Bylaws and helped win approval by the Medical Staff. The bylaws establish standards and responsibilities of the medical staff providing care in the hospital akin to oversight provided by the medical director of a dispensing organization.
- Selected to participate in Medical Staff Leadership Program. This program developed future leaders within the medical staff and provided relevant training and tools for participants.

**Hospitalist Physician, Baptist Hospital and South Miami Hospital, Miami, Florida
September 2002 – October 2003**

- Diagnosed and treated various medical problems in hospitalized patients.
- Led Baptist and South Miami to improve patient satisfaction and outcomes.

POST-GRADUATE TRAINING

- University of Miami/Jackson Memorial Medical Center Miami, Florida, June 2002
Resident Physician, Internal Medicine.

AWARDS & ACTIVITIES

- Re-certified, American Board of Internal Medicine, 2012 (Scored in the top 10th percentile nationally).
- Certified, American Board of Internal Medicine, 2002.
- Leadership roles in Hispanic American Medical Student Association and National Network of Latin American Medical Students, University of Miami School of Medicine, 1996-1997.
- Phi Beta Kappa, 1994.
- Golden Key National Honor Society, 1993.

RESEARCH & PUBLICATIONS

- Tamariz L, Palacio AM, Cely C, Smith C, and Campos MA: A case of a young patient with dyspnea. Presented at the annual meeting of the Florida Chapter of the American College of Physicians. Tampa, Florida, 1999.

EDUCATION

- Doctor of Medicine, University of Miami School of Medicine Miami, Florida, 1995-1999.
- B.A. with honors/ Phi Beta Kappa, University of Florida Gainesville, Florida, 1990-1994.

Douglas Watson
VP Inventory and Reporting
Dwatson@costafarms.com

- IT lead to develop the blueprint for a NA Shared Services Organization (SSC - Finance, Order to Cash and Operations) which became the guiding document to implement the first SSC for Bacardi in Miami, Florida
- Delivered Business Intelligence applications integrating more than 30 data marts on a common master data backbone. The solution provided the capability to publish key metrics of Bacardi's brand's & distributor's performance.

AWARDS & ACHIEVEMENTS

- Board Member of National Safe Place (Jul 2013 – Current)
 - Ensuring an effective system of response for youth in crisis through public and private partnerships at a local, state and national level
- Member of the Barry University Advisory Board Bachelor of Science in Information Technology 2014 – Current
- Member of the Florida International University Advisory Board for the MIS Undergraduate Program 2005 – 2008
- Computer World Business Intelligence Strategy Award 2005
- Computerworld Premier 100 IT Leaders 2003
- United Distillers North American Managing Director Award 1996

EDUCATION

Florida International University B.A., Business Administration Major: Management Information Systems

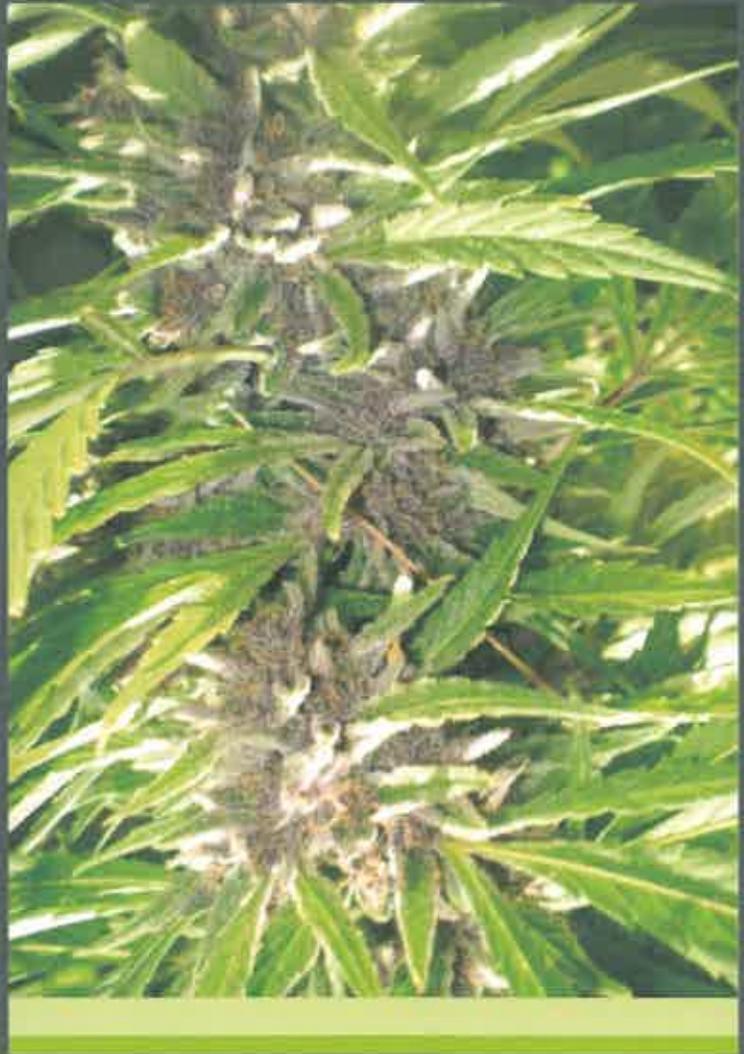
Continuing education and working consortiums:

- Hammer & Company, Process Reengineering course work and Phoenix Member 1999/2000 to support our continuous improvement goals at Bacardi
- Massachusetts Institute of Technology (MIT) - Leverage IT Investment
- Northwestern University - Managing the Supply Chain
- Center for Creative Leadership Program - Developing a Strategic Leader



CULTIVATION PLAN

COSTA NURSERY
FARMS-
SOUTHEAST
FLORIDA



CULTIVATION

STANDARD
OPERATING
PROCEDURE

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Seed to Sale Chain of Custody

- BioTrackTHC tracks new plants that began as a range of starter materials: seed, tissue, clone. The program creates a 16-Digit Barcode that will stay with the plant for the entire life of the plant from conception to harvest or destruction.
 - When creating a plant in the BioTrackTHC system users can create strain information to track Strain types and add Strain notes to keep the growers on the same page as far as growing habits.
 - BioTrackTHC can also track the phases of the plant life. The system will even learn from the users growing habits and tell users how much product they are expected to have in future harvests.
 - Any time growers remove trim or destroy a plant during the growing process BioTrackTHC can record the waste weight and the removed plant information and that information will be stored in the BioTrackTHC system for retrieval at any time through the reporting feature.
 - Sales can be integrated to BioTrackTHC to avoid incorrect information input for any weight inputted. Also users have the option of adding a pin number or fingerprint scan authorization to track who performed actions in the system and make sure they are allowed to perform that action.
 - BioTrackTHC records the wet and dry weights of the flower. BioTrackTHC also records any other byproduct weights produced and upon discarding the waste, the BioTrackTHC system will record the weight so users can always reconcile any weight information.
 - After curing, the flower and byproducts are put into the inventory as a new batch of product.
 - Whenever a product is sold in BioTrackTHC, the transaction will be recorded in the system for reconciliation at any time. There are sales and transfers tabs that will show any sales made for any time period selected and multiple reports can be run to find the information as well. Any information that goes into BioTrackTHC never goes to waste and can always be reconciled.

Cultivation

- **Tag/Identify:** Each plant receives a globally unique identifier upon propagation. This identifier is used to record any interaction with the plant including products used and plant movements. You can manually enter the plant identifier or select it from the graphical view to reprint the tag. The system will note who reprinted the tag should a question need answered.
- **Track:** If plants are being moved from cultivation to processing via vehicle employees will create a transportation manifest indicating the contents, route, driver, and destination. Upon arrival, plants are scanned into processing to begin processing.

- **Weigh:** Plants are harvested at maturity as determined by the head cultivator. First, plants will be weighed "wet" until it is cured, again as determined by the cultivator. Once the plant is "dry" dry weight will be recorded and the differential calculated to understand average moisture loss. After several runs an average will be generated and will serve as a check/balance to prevent diversion.
- **Reconcile:** The dried plants will now be separated into flower, stems, fan leaves etc. Each by product is weighed, batched, and barcoded. The total weight of the byproduct must match the dry plant weight, otherwise diversion is likely to have occurred. The newly barcoded plant material links back to the original source barcode. Unusable cannabis is weighed and recorded as waste. This will be noted- reason, method of destruction, and employee responsible- in BioTrackTHC for record keeping.

Processing

- **Harvest:** When harvesting in BioTrackTHC, users can set up the batching options for any weight the user would like to record. After the flower and byproduct go into the inventory, then BioTrackTHC users can sell prepackaged items and concentrates which will be tracked by batched sets of plants.
- **Extract:** During consolidation and processing, users can convert any plants into finished products via extraction and BioTrackTHC will record the information for the conversion including the waste produced. All the information can be reconciled in the conversion and waste reports.
- **Convert:** When the products are converted in BioTrackTHC, they are put into the inventory immediately upon creation and BioTrackTHC will create a new barcode for that product. A conversion report may be run any time for any time period to reconcile conversion data.
- **Test:** Users have the option of adding laboratory test results directly to any product in the inventory before and/or after conversions. Also BioTrackTHC can automatically print those results on the inventory or customer labels.
- **Batch:** Users can run a conversion report, inventory forensics report, and a plant/inventory history report that will track every action made in the system: batches in question, what products the batches converted into, who converted them, the date and time they were converted, any plants that product originated from, and it will even show any customers who purchased the product.

Dispensing

CONFIDENTIAL-TRADE SECRET SECURITY PLAN

Appendix III-A-2

- Intake: Orders will be processed and prepared at the processing center. Identity and dosage must be verified prior to creating the order. Orders will be filled as patient identity and physician orders are validated and grouped together for efficient delivery.
- Fill: Patients may schedule an in-person fulfillment of the order. Still identity must be validated in advance. Patients will schedule visit and be hosted in on-site dispensary with areas for patient confidentiality. A mobile POS station running Biotrack software will be available to check patient out, obtaining payment and closing the seed-to-sale process.
- Deliver: Delivery will always be available as an option to fulfill orders. A Transport Manifest will be prepared in advance of the delivery vehicle leaving the premises with each location as a stop. When the delivery driver arrives they can create the sales ticket in BioTrackTHC using a tablet, scanner, and receipt printer. The sales ticket will link the product purchased to the patient, driver, and route.
- Verify: The level-2 screened driver will use the tablet as a second point of verification prior to dispensing any product. This can be done by utilizing an ID scanner with the tablet or visually checking against a saved copy of their registration. All information related to the transaction will sync with your central BioTrackTHC system allowing real-time monitoring of deliveries to maintain an accurate chain of custody.

Reports

- Daily Plant and Inventory Audits will be run. These reports run "blind" so the employee entering the counts does not have access to the presumed values based on the day's transactions.
- The employee will also track Voided Ticket report regularly to ensure that the cannabis product tied to the transaction is still in available inventory.
- The Predictive Yields report will calculate the output of each plant based on historical/genetic data. If every plant is grown the same (lighting, temp, additives, grow time, etc.), plants will exhibit consistent end product weight used to benchmark yield and monitor diversion.

Equipment

Hosting Configuration (Server)

-
-
-

Processing and Dispensing Site (network)

- [REDACTED]

Mobile Dispensary (peripherals)

- Microsoft Surface
- AT&T Unite Pro Mobile WiFi Broadband
- Bar Code Reader



- Zebra iMZ 320 – portable printer- monochrome- direct thermal



The NexTraq Fleet Tracking Solution

With more than 13 years of design innovation and industry firsts, NexTraq® gives you the tools to manage your fleet and achieve measurable results.

Designed for:

- Reliability
- Ease of use
- Decreasing overhead costs
- Maximizing your revenue



The NexTraq Difference

NexTraq customers experience reduced costs – including labor, fuel, maintenance and insurance – while increasing revenue and productivity. Many customers cite up to a 20% decrease in fuel costs and an increase in overall productivity by 50%.



- Google® maps with 30 second refresh
- 40+ reports and 30 real-time alerts
- Garmin® integrated dispatching and scheduling
- Zero-install, cloud-based solution
- Access from your laptop, tablet or smartphone
- Industry's most reliable hardware

NexTraq Benefits

Increase Revenue:

- Get more jobs done
- Improve customer service
- Enhance business operations
- Ensure billing accuracy

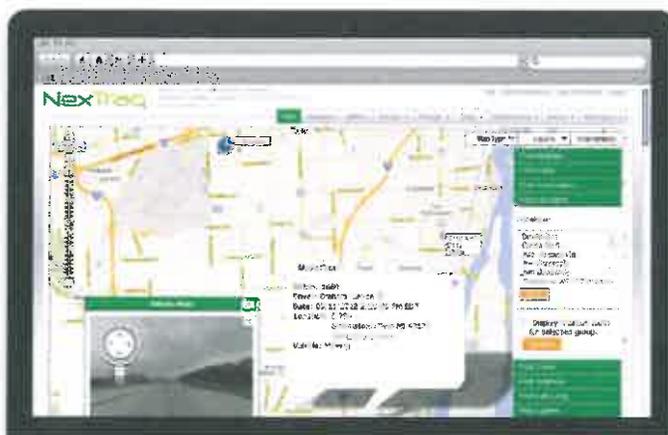
Decrease Costs:

- Reduce fuel costs
- Improve worker productivity
- Optimize fleet operations
- Ensure safety and compliance



The NexTraq Fleet Tracking Application

View the location of a single vehicle or your entire fleet and immediately see their status (moving, stopped and stop duration). Quickly find addresses and dispatch the closest vehicles. Know where your employees, vehicles and assets are 24/7.



- Real-time traffic updates
- Look up customer addresses, user-defined locations and zones
- Send jobs and messages to mobiles by clicking vehicle icon
- Layer user-defined zones and locations on top of map display
- Advanced mapping capabilities

NexTrac Scheduling, Routing & Dispatching

With the NexTrac Job Schedule Board, you can view and assign jobs to employees - all on one screen. Make sure your employees are using the most direct route to a job with NexTrac ClearPath routing. Provide voice-guided, turn-by-turn directions with the NexTrac Fleet Dispatch™ application and a Garmin® navigation device.



- Easy-to-use drag and drop scheduler
- Create instant routes to new service requests
- One-click route optimization
- View real-time job status updates
- Two-way dispatching and messaging
- Provide customers with accurate ETAs

NexTrac Metrics, Reporting & Alerts

NexTrac Fleet Metrics™ provides a quick snapshot of your fleet's trends – all on a single screen. With 40+ reports and 30 real-time alerts, you gain greater visibility into your fleet operations.

- Identify wasteful practices
- Receive instant notification via inbox or text
- Automate email report delivery
- Generate, print and email reports in multiple formats



NexTraq Connect™ Mobile App

Mobilize your workforce with the NexTraq Connect mobile app for smartphones and tablets. With NexTraq Connect, you can improve communications between the office and the field.



- Send and receive detailed job information
- Record time and attendance
- Navigate directly to job sites
- Report vehicle problems and maintenance issues

NexTraq Hardware Offerings

NexTraq has the broadest offering of hardware solutions in the GPS fleet tracking industry. From vehicle and asset tracking devices to temperature and power take-off (PTO) sensors, we have a variety of platforms to meet your business needs. Our hardware is durable and reliable with extensive power management capabilities and a wide range of accessories. Track anything, anywhere.

- Made in the USA
- Available on multiple networks (Verizon and AT&T)
- Exceptional RF/wireless connectivity
- Tamper-resistant





VT-4262-2 GPS Fleet Tracking Device

Competitive Edge

The VT-4262-2 is a robust, affordable fleet tracking device that features CDMA wireless communication. This device provides you with extra-sensitive GPS technology, a powerful processing machine and a 3D accelerometer. Internal or external antenna options enable the device to be mounted virtually anywhere for fast, easy, inexpensive installation.

Flexibility

The VT-4262 employs an industry leading on-board alert engine. This advanced engine continuously monitors the vehicle environment and responds instantaneously to pre-defined threshold conditions related to time, date, motion, location, input and other event combinations.

Over-the-Air Serviceability

NexTraq's VT-4262 device also leverages an over-the-air device management and maintenance system, configuration parameters and firmware that can all be updated without the need of a service call. This dramatically increases the lifespan of the device and significantly lowers operating costs.

Key Features:

- CDMA cellular configuration
- High sensitivity GPS
- Driver ID with I-Wire® protocol
- Temperature sensing via I-Wire protocol
- Multiple inputs and outputs for Driver ID, Starter Interrupt and temperature sensors
- Garmin® FMI support
- Dual serial ports
- Power management sleep modes

Optional Accessories:

- Driver ID
- Temperature Sensors
- Garmin FMI compatible interface cable





VT-4262-2 Specifications

Communication Specifications

CDMA Dual Band	800/1900 MHz
CDMA Output Power	SC1: +24 dBm SC2: +24 dBm
Data Support	SMS, CDMA L2/L3 packet data

Certifications

Fully certified FCC, CE, IC, PTCRB, Applicable Carriers

Location Specifications

Location Technology	50 Channel GPS SBAS: WAAS, EGNOS, MSAS
Location Accuracy	2.0 meter CEP (with SBAS)
Tracking Sensitivity	-162 dBm
Acquisition Sensitivity	-147 dBm
AGPS capable	

Comprehensive I/O

Inputs	3 (1 fixed bias low, 4 programmable bias)
Outputs	3 Relay Driver (200 mA)
Serial Interfaces	2 (1 TTL serial, 1 switched power TTL)
Analog Inputs	2 (1 internal, 1 external)
I-Wire Interface	Driver ID
Status LEDs	Temperature Sensor GPS and Cellular

Connectors and SIM Access

I/O, Power, Programming	20-pin Molex type fused power harness
GPS Antenna	External SMA (with tampering monitoring, 3V) or Internal
Cellular Antenna	External SIM or Internal
SIM Access	Internal

Electrical Specifications

Operating Voltage	6-32 VDC
Power Consumption	<3 mA @ 12 V (Deep Sleep) <10 mA @ 12 V (Sleep on Network with SMS) <20 mA @ 12 V (Sleep on Network with CDMA) <70 mA @ 12 V (Active Tracking)

Physical Specifications

Dimensions	2.0 x 4.0 x 0.85 inches (51 x 102 x 22 mm)
Weight	74 g (external), 85 g (internal)

Environmental Specifications

Operating Temperature	-30° to +75° C
Storage Temperature	-40° to +85° C
Humidity	95% R.H. @ 50° C non-condensing
Shock and Vibration	U.S. Mil. Std. 202G and 202F, SAE J1455, SAE J1333, Industry CA
EMC/EMI	
RoHS Compliant	

Mounting

Hotwrap, Adhesive or Velcro
Screw Mounting Bracket



X³C Dual-Vision

Compact, Low Cost,
Continuous Video & Event
Recording Solution



NEW OPTIONS:

 3rd CAMERA

 WI-FI DOWNLOADS





Accountability is smart business...
"You can't manage what you can't see."
 Dual-Vision XC assists Fleet Managers by:

- Reducing Risky Driving Behaviors
- Increasing Safety
- Lowering Costs With No Monthly Fees

Reducing Risky Driving Behaviors

Dual-Vision XC continuously monitors and captures driving behavior while simultaneously providing real-time visual feedback. If the predetermined speed limit drops, it alerts with an audio tone. The driver can correct their driving behavior. The system can also be configured to monitor and capture driving behaviors such as hard braking, hard acceleration, and excessive idling. This information can be used to identify areas for driver training and to improve overall fleet safety.

Increasing Safety

The Rosco Dual-Vision XC multi-lens dual video recording system offers all the benefits of a dual lens system, but also provides an additional layer of safety. The system can be configured to monitor and capture driving behaviors such as hard braking, hard acceleration, and excessive idling. This information can be used to identify areas for driver training and to improve overall fleet safety.

Lowering Costs With No Monthly Fees

Dual-Vision XC increases a fleet's efficiency and productivity by providing real-time visual feedback. The system can be configured to monitor and capture driving behaviors such as hard braking, hard acceleration, and excessive idling. This information can be used to identify areas for driver training and to improve overall fleet safety.

Product Highlights:

- NEW Third Camera Option
- 160+ hours of continuous video recording
- No monthly fees
- Two cameras in a single enclosure for both interior and exterior viewing
- G-force, panic, speed event recording and tagging
- Self-managed data stored on a removable SD card
- Integrated GPS tracking
- SD card security lock
- Windshield mount push lock
- Video and audio easily converted to avi file
- Stores an event with before-and-after video in a separate folder
- Timer for 24-hour surveillance of vehicle
- Infrared LEDs for night recording
- Easy installation
- And much more...

How Dual-Vision XC Works: Protect Your Employees & Bottom Line

Collect Driver Data

3. Dual-Vision XC is installed in the vehicle to continuously collect video, audio and vehicle data. When the system is triggered, either by a resident or driver, a camera will capture the event, resulting in a clear, accurate, time-stamped, and geotagged video.

Instant Driver Feedback

4. Dual-Vision XC drives real-time management program and provides instant driver feedback. The program is designed to help drivers improve their driving habits and reduce the risk of accidents. The system can be configured to monitor and capture driving behaviors such as hard braking, hard acceleration, and excessive idling. This information can be used to identify areas for driver training and to improve overall fleet safety.

Better Drivers/Results

Individual Training

5. The combination of Dual-Vision XC and instant feedback is required to improve the driving habits of Dual-Vision XC drivers. The system can be configured to monitor and capture driving behaviors such as hard braking, hard acceleration, and excessive idling. This information can be used to identify areas for driver training and to improve overall fleet safety.

DV-PRX Event Review & Analyze

6. The collected data from SD card is received with the DV-PRX software. The software provides a clear, accurate, time-stamped, and geotagged video. The software can be configured to monitor and capture driving behaviors such as hard braking, hard acceleration, and excessive idling. This information can be used to identify areas for driver training and to improve overall fleet safety.

AUTO DOWNLOAD SYSTEM

7. The collected data from SD card is received with the DV-PRX software. The software provides a clear, accurate, time-stamped, and geotagged video. The software can be configured to monitor and capture driving behaviors such as hard braking, hard acceleration, and excessive idling. This information can be used to identify areas for driver training and to improve overall fleet safety.

New Dual-Vision XC 2+1 With Standard Third Camera Availability

Complete Security for Your Vehicle

With the new third camera option, Dual-Vision XC is now able to provide video recording behind the vehicle, on the side of the vehicle, or of the complete interior of large buses and the simple addition of a side view camera, backup camera and rear dome camera. The main unit records on the back of the rear windshield provides a security of the interior and the exterior vehicle including fleet driving events people following the bus, driver and front view cameras, city or night. The third camera option is able to be installed anywhere inside or outside the vehicle and provides unobstructed video coverage that allows you to better manage behavior and ensure complete vehicle security.

Comply with Federal Distracting Driving Laws

Dual-Vision XC assists fleet managers to comply with federal law that bans all commercial drivers from using handheld devices. Drivers who violate the restriction can face civil penalties of up to \$5,150 for each offense and license suspension. However, compliant video systems can help fleet managers who violate this law by providing video evidence that will protect them from being held liable for violations of 33 USC "Corporate Responsibility" 414 that is more cost effective.

Ideal for buses, trucks, limousines, and all fleets.

Component Key:

- 1-SD Card Slot
- 2-Event Trigger Button
- 3-Event W/Event Trigger Button
- 4-Mount Hardware

Component Key:

- 5 - Built-in Speaker
- 6 - SD Security Lock
- 7 - Display Window
- 8 - Night Vision Camera

Component Key:

- 9 - Infrared Light
- 10 - Built-in Microphone
- 11 - Day/Night Monitor
- 12 - 6-pin Wiring Cable

Third Camera Options To Fit Your Application Needs

(The third camera option can be installed anywhere inside or outside the vehicle.)



To view the third camera click on the number 3 button on screen to the left. The next screen will automatically update and display the third camera image on the page.

STSC118

Rear dome camera offers a 130° field of view & a 90° pivot, providing excellent additional interior view of the rear of the vehicle. A-Safe LCD (located on the camera) is a call camera. All new STSC118 is equipped with 10 applications of video for the night for better visibility.

SIX CAMERA OPTION

With our STS1000 system, you can have up to 6 cameras on one host based, supporting four additional cameras.

MONITOR OPTIONS

With the third camera option, you can also add a driver monitor for real-time backing up or manual view.

STSC106

Small 55-degree angle with wide-angle lens camera view for high resolution in multiple camera.

STSC109B

A universal side and rear view camera that offers coverage of wide angles of the field of the vehicle.

STSM251 - 7" Monitor



STSM230 - 4.3" Mirror / Monitor

STSC112

is designed to allow over-year solutions for improved clarity, permitting camera view to be visible through the windshield.

STSC141

is a pre-installed high resolution camera with high resolution video head display that the monitor displays the image for the complete.

DV-Pro

Your Total Software Safety Solution

DV-Pro Overview

Maximize your data's potential with our DV-Pro® fleet management database system. This software was developed specifically for organizing information captured by DualVision XC recording devices. It's an essential tool for fleet managers managing a vehicle fleet. DV-Pro makes it fast and easy to view, analyze, and report on the information you're collecting. DV-Pro gives you the ability to generate reports and analyze data by driver, vehicle, and time period. It also allows you to export data to Excel for further analysis. DV-Pro is a powerful tool for fleet managers looking to improve their fleet's safety and efficiency.

Fleet Health Status



Driver Trending Report

Driver	Score	Q1	Q2	Q3	Q4
Driver 1	95	90	92	94	96
Driver 2	88	85	87	89	91
Driver 3	82	78	80	82	84
Driver 4	75	70	72	74	76
Driver 5	68	65	67	69	71

Excel Output Trending Report

Driver	Score	Q1	Q2	Q3	Q4
Driver 1	95	90	92	94	96
Driver 2	88	85	87	89	91
Driver 3	82	78	80	82	84
Driver 4	75	70	72	74	76
Driver 5	68	65	67	69	71

Automotive Driver Database Tool For Fleet Management

In seconds, retrieve the information you require. The DV-Pro automotive driver database tool is in perfect sync with our devices and your PC. The DualVision XC recording devices capture all the data you need to manage your fleet. DV-Pro gives you the ability to generate reports and analyze data by driver, vehicle, and time period. It also allows you to export data to Excel for further analysis. DV-Pro is a powerful tool for fleet managers looking to improve their fleet's safety and efficiency.

Driver Trending Graph



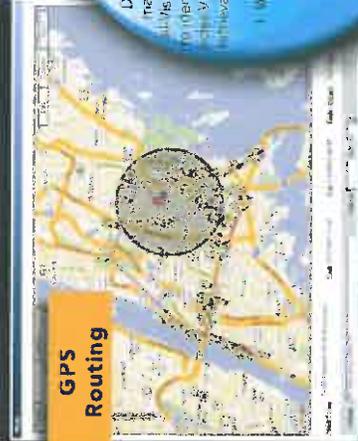
Full Detail Report



More Helpful Features...

- Video Export Tool: Convert DualVision XC files to an "AVI" file format so they can be emailed and viewed on most standard Windows media players.
- Custom Over Preview: Custom identity, default address, website, and phone number.
- GPS Data: Exporting and importing.
- Map: The Map View, and other features.
- Report: Custom report, report, and other features.

GPS Routing



Self Managed - No Monthly Fees!

DualVision XC is a self-managed driver risk management system. The combination of DualVision XC data and supervisory review is required to identify risky driving behaviors. DualVision XC provides Video, Audio, and Data through periodic SD card retrievals and review of the following with your driver:

1. Why the DualVision XC score was triggered.
2. Why the DualVision XC score was triggered.
3. Adjust and improve driving behavior.
4. Identify risky behaviors to avoid.

Video Tagging & Notes



Descriptive Tagging & Notes

- The DV-Pro® software to archive footage by driver, vehicle and descriptive tags you use to highlight video segments of interest.
- Archive and tag video files to allow for easy retrieval and search by any number of descriptive tags.
- Download all or selected videos based on tags, driver, vehicle, or file.

All of the information above is available within records of a full SD Card into any PC, loaded with DV-Pro.

Rosco has been an innovator in vision safety for over 100 years. Established in 1907, our goals have remained the same. We are committed to producing the highest quality automotive products and providing the level of service our customers have grown to expect.

Our Products are designed, largely built, and supported in the USA. Our staff has grown to over two hundred people in facilities totaling over one hundred thousand square feet.

Dual-Vision XC represents an economical alternative to full-scale mobile DVR systems, providing thorough coverage of the driver and loading/unloading area, external events and conditions, traffic signals, and passenger actions at a fraction of the cost of traditional technologies such as DVR recording and stand alone internal camera equipment.

Order Information

DUAL-VISION XC	
Part Number	Description
DV202	No Security Lock With 16GB SDHC Card
DV203	Security Enclosure With 16GB SDHC Card
DV230	No Security Lock With 32GB SDHC Card
DV231	Security Enclosure With 32GB SDHC Card
Third Camera Options	
Part Number	Description
STSC106	Wide Angle Bullet Camera
STSC109B	Universal Side Camera
STSC112	License Plate Camera
STSC118	Interior Dome Camera
STSC141	Standard Mount Camera
Third Camera Harness Options	
Part Number	Description
STSH301	65 ft Harness w/ Twist Lock Connectors
STSH303	33 ft Harness w/ Twist Lock Connectors
STSH304	16.5 ft Harness w/ Twist Lock Connectors
STSH378	Dual-Vision PDC Module to 4 Pin Adapter
STSH379	Y - Splitter for 3rd Cam Image to Monitor



A CENTURY OF AUTOMOTIVE VISION SAFETY

20-21 144th Place Jamaica, New York 11435

TEL: (718) 227-2095 • FAX: (718) 267-0723

WWW.ROSCOVISION.COM

WWW.ROSCOMIRRORS.COM WWW.ROSCOVISION.COM



Dual Vision
XC

041401-011114

CONSENT TO USE OF PROPERTY

Jose I. Smith, as President of COSTA NURSERY FARMS, INC., Owner and Lessor of the leased property described below (the "Property") consents and agrees that COSTA NURSERY FARMS, LLC, (the Tenant) may use the Property for purposes of the cultivation of low-THC cannabis and derivative products.

Description of the Property:

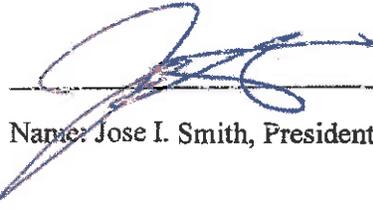
The Leased Premises is comprised of 4.73+/- acres located at 21865 SW 162 AVE MIAMI, FL 33170 and identified by the following folio: 30-6811-000-0170.

Witness:



Owner and Lessor:

COSTA NURSERY FARMS, INC



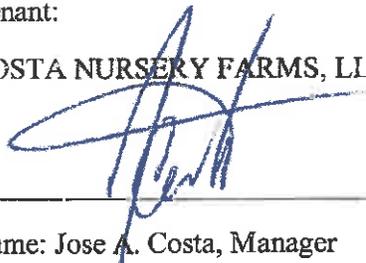
Name: Jose I. Smith, President

Witness:



Tenant:

COSTA NURSERY FARMS, LLC



Name: Jose A. Costa, Manager

COMMERCIAL LEASE

THIS AGREEMENT entered into as of this 15th day of June, 2015, by and between COSTA NURSERY FARMS, INC., a Florida limited liability company (the "**Landlord**"), and COSTA NURSERY FARMS, LLC, a Florida limited liability company (the "**Tenant**").

Upon the terms and conditions hereinafter set forth and in consideration for the payment of rents hereinafter provided and in consideration of the performance continuously by the Tenant of each and every covenant and agreement herein contained to be kept and performed, the performance of each and every one of which is declared to be an integral part of the consideration to be paid by the Tenant, the Landlord does hereby lease, rent and demise unto the Tenant and the Tenant does hereby lease from and of the Landlord the properties described on Exhibit A hereto, together with all improvements upon the properties (the "**Improvements**"). The properties and improvements shall hereafter be referred to as the "**Leased Premises.**" Exhibit A may be amended from time to time for changes in the Leased Premises.

1. **TERM.** The term of this Lease shall begin on the date hereof and shall end on June 14, 2020, unless extended or sooner terminated as hereinafter provided. Upon execution of this Lease by the parties hereto, Tenant shall deliver to Landlord the first month's rent and satisfactory proof of insurance required to be carried by Tenant hereunder. Tenant shall have the option to extend this Lease for one (1) additional seven (5) year term.

2. **BASE RENT.** Base rent for the first year of the term shall be _____ per month, plus the applicable sales tax, if any. Thereafter for the remainder of the term and any term extension, the rent shall be increased (but not decreased) annually using the percentage increase in the CPI-U Annual Average for the prior year over the year before, as reported by the U.S. Department of Labor Bureau of Labor Statistics, All Urban Consumers (CPI-U), U.S. city average.

Base Rent together with any and all sales and use taxes levied upon the use and occupancy of the Leased Premises, upon the rent payable hereunder, and upon any other sums payable under this Lease shall be paid by Tenant to Landlord in advance beginning on the first date of this Lease, and on the 1st day of each and every month thereafter for the entire term of this Lease. All sums payable under this Lease shall be paid in lawful money of the United States drawn on a bank in Miami-Dade County, Florida, to Landlord at 21800 SW 162 Avenue, Miami, FL 33170, or to such other person or such other place as directed from time to time by prior written notice to Tenant from Landlord. Tenant shall pay to Landlord a late charge of Five Percent (5%) of any monthly rental installment not received by Landlord within ten (10) days of the due date which late charge shall be due as additional rent due Landlord. Checks returned from the bank must be covered by cash, cashier's check, or money order, *plus* (i) a \$95.00 returned check charge for administrative fees, and (ii) whatever fees are levied by Landlord's bank in connection therewith, all of which charges shall be due Landlord as additional rent hereunder. If Tenant does not deliver payment to Landlord of any monthly rental installment due Landlord by the 10th day of a calendar month and/or Tenant does not deliver payment to Landlord of additional rent due hereunder, after the applicable grace period, if any, and if Landlord

serves or has served a three (3) day notice upon Tenant for its failure to make such payment, Tenant agrees to reimburse Landlord the sum of \$500.00 for attorney's fees for preparation and for service of such notice which shall be due as additional rent due Landlord. All payments due from Tenant under this Lease which even if not specifically designated as rent shall be due, payable, and enforceable as additional rent hereunder.

Tenant hereby covenants and agrees to pay monthly, as additional rent, any sales, use or other tax, excluding State and/or Federal Income or Capital Gains Tax, now or hereafter imposed upon rents by the United States of America, the State of Florida, or any political subdivisions thereof, to Landlord, notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on Landlord.

3. **TAX** Tenant agrees to pay as additional rent (the "**Additional Rent**") all real estate taxes levied on the Leased Premises during the term of this Lease. Promptly upon the rendering of the bill or bills for annual *ad valorem* real estate taxes, Landlord shall furnish a copy of same to Tenant with request for payment. Within fifteen (15) days after receipt of copies of the tax bill or bills with request for payment, Tenant shall pay to Landlord the amount of such bill or bills with allowance for maximum permitted discount and Landlord shall promptly pay said taxes. If there shall be any special assessment levied against the Leased Premises during the term of this Lease, Tenant shall pay the amount of such assessment becoming due and payable during the term of this Lease within fifteen (15) days after receipt from Landlord of a copy of the bill or bills for said special assessment and request for payment, *provided that* if such assessment shall be payable in installments, Tenant shall be responsible to pay, as they become due, only those installments which become due during the term of this Lease.

4. **SECURITY DEPOSIT AND LAST MONTH'S RENT.** Tenant shall not be required to deposit with Landlord security deposit for the faithful performance of Tenant's obligations hereunder. Nor shall Tenant be required to deposit with Landlord last month's rent.

5. **ASSIGNABILITY/SUBLEASE.** Without the written consent of Landlord first obtained in each case, which consent shall not be unreasonably withheld or delayed, Tenant shall not assign, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease or underlet the Leased Premises or permit the Leased Premises to be occupied by other persons. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this Paragraph 5 or require the Landlord to agree to any other assignment, encumbrance, or sublease. Notwithstanding the foregoing, the Tenant may enter into a sublease for the Leased Premises with a related company without the Landlord's prior written consent.

6. **TENANT'S RISKS.** All personal property placed or moved into the Leased Premises shall be at the risk of the Tenant or Owner thereof, and Landlord shall not be liable to Tenant or to such Owner(s) for any damage, however caused, to said personal property nor shall Landlord be liable to Tenant or such Owner(s) for any consequential damages.

7. **PURPOSES.** Landlord makes no warranties and representations with regard to the purposes for which the Leased Premises may be used. Tenant has made its own independent investigation and is satisfied that the Leased Premises may be used for the purposes for which Tenant intends to use the same, to wit a commercial plant nursery, including the culture, production, sale and distribution of plants and nursery stock and for all uses incidental to the operation of a commercial plant nursery. The purpose for which the Leased Premises may be used may change only with Landlord's prior written consent. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements, or cause the value or usefulness of the Leased Premises, or any part thereof, to diminish, or which would constitute a public or private nuisance or waste.

8. **ALTERATIONS.** Tenant will make no alterations, additions or improvements in or to the Leased Premises without the prior written consent of Landlord which shall not be unreasonably withheld. All additions, fixtures and improvements, temporary or permanent, in or upon the Leased Premises placed there by Tenant subsequent to the date of this Lease (the "Leasehold Improvements") shall be and remain a part of the Leased Premises at the termination of this Lease, by lapse of time or otherwise, without compensation or allowance or credit to Tenant, unless Landlord requests their removal in writing at or before the time of such termination of this Lease. Any alterations or improvements made by Tenant shall be made in good, workmanlike manner and in compliance with applicable building and zoning codes and shall be made at Tenant's own expense.

9. **MAINTENANCE AND REPAIRS; LOSSES DUE TO NATURAL DISASTERS.**

A. Landlord shall have no obligation to make any repairs or maintain any portion of the Leased Premises.

B. Tenant accepts the Leased Premises and the improvements in the condition "as is" on the commencement date of this Lease. Tenant agrees, at its own cost and expense, to keep the Leased Premises and the improvements in good and substantial repair and clean condition. If replacement shall be required, then Tenant, at Tenant's expense, shall replace the same with material and/or equipment of equal quality of that being replaced.

C. All repairs and/or alterations made by Tenant shall be performed in good, workmanlike manner and in compliance with all governmental requirements.

D. If Tenant fails to keep, maintain, and preserve the Leased Premises as set forth in Paragraphs B and C hereof, Landlord may, at its option, put or cause them to be put in the condition and state of repairs agreed upon, and in such event, upon written demand for payment thereof, Tenant shall promptly pay the entire cost as additional rent hereunder. Landlord shall have the right,

but not the obligation, to enter the Leased Premises to make such repairs upon Tenant's failure to do so.

E. In the event of any damage or destruction to the Leased Premises and/or the Leasehold Improvements, whether such damage or destruction results from a natural disaster or otherwise, the Tenant shall be required, at Tenant's expense, to make any and all repairs necessary in order to return the Leased Premises and/or the Leasehold Improvements to the condition they were in prior to such natural disaster or other event.

10. **UTILITIES/CLEANING.** Tenant shall be responsible for the payment of all of its utilities, including, by way of example, electricity, water, and trash removal (whether private or municipal), including compliance with recycling requirements. Tenant shall be responsible, at its expense, for keeping the Leased Premises and the improvements and the area immediately abutting and adjacent to the Leased Premises and the improvements in clean condition.

11. **WASTE.** Tenant agrees to commit or suffer no act which would result in damage to or waste of the Leased Premises and the improvements.

12. **GOVERNMENTAL COMPLIANCE.**

A. Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City governments, and any and all of their Departments and Bureaus, applicable to said premises for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said premises, during said terms. This Lease and all of the terms, covenants, conditions and provisions hereof are in all respects subject and subordinate to all zoning restrictions affecting the Leased Premises; and the Tenant agrees to be bound by such restrictions. Tenant shall be responsible for obtaining such permits or licenses which may be required for the conduct of its business on the Leased Premises.

B. **HAZARDOUS MATERIALS.**

1. The term "**Hazardous Materials**" shall mean any substance, water or material which has or shall be determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety, and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, the Florida Department of Environmental Protection, the Miami-Dade County Department of Environmental Resources Management, and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "**Governmental Authorities**").

2. Tenant agrees to take responsibility for any remedial action required by Government Authorities having jurisdiction regarding any Hazardous Material if released by Tenant, its officers, agents, servants, invitees, and contractors. If released by Tenant, its officers, agents, servants, invitees, and contractors, Tenant shall pay all costs and expenses in connection with any

investigation and remedial activity including, without limitation, all installation, operation, maintenance, testing, and monitoring costs, all power and utility costs and any and all pumping taxes or fees that may be applicable to Tenant's activities. When remedial action by Tenant is required, Tenant shall perform all such work in a good, safe and workmanlike manner, in compliance with all laws and regulations applicable thereto, and shall diligently pursue such investigation and remedial activity until Tenant is allowed to terminate these activities by those Governmental Authorities having jurisdiction.

3. Promptly upon Tenant remedying the problem and Tenant's complete performance and satisfaction of all of its obligations hereunder, Tenant, at its sole cost and expense, shall permanently seal or cap all monitoring wells and test holes to industry standards in compliance with applicable federal, state and local laws and regulations, remove all associated equipment, and restore the Leased Premises to its condition existing immediately prior to the commencement of such remedial action to the maximum extent possible, which shall include, without limitation, the repair of any surface damage, including paving, caused by Tenant's activities hereunder.

4. Tenant shall indemnify, hold harmless, and defend Landlord and its partners (if a corporation, its stockholders, officers, directors, trustees, employees, and agents, and any successors, assigns or purchasers if to Tenant's interest in the Leased Premises, (collectively "**Indemnities**"), against all claims, demands, losses, liabilities, costs and expenses, including attorneys' fees (collectively "**Liabilities**") imposed upon or accruing against Indemnities as actual and direct costs of investigatory or remedial action required by any Government Authority having jurisdiction or as damages to third persons for personal injury or property damage arising from the existence of any Hazardous Material at the Leased Premises released by Tenant, its officers, agents, servants, invitees, and contractors. The provisions of this indemnification shall survive the termination of this Lease whether by time or otherwise. Such Liabilities shall include, without limitation: (i) injury or death to any person, (ii) damage to or loss of use of any other property; (iii) the cost of any demolition and rebuilding of the improvements on the Leased Premises, repair, or remedying and the preparation of any closure or other activity required by any Governmental Authority; (iv) any lawsuit brought or threatened, good faith settlement reached, or governmental order relating to the presence, disposal, release or threatened release of any Hazardous material on, from or under the Leased Premises; and (v) the imposition of any liens on the Leased Premises arising from Tenant's activities on the Leased Premises.

5. Tenant shall use its best efforts (including payment of money) not to cause or suffer any lien to be recorded against the Leased Premises as a consequence of, or in any way related to, the presence, remedying or disposal of Hazardous Material in or about the Leased Premises caused by Tenant, or related in any way to Tenant's activities pursuant to this Lease, including any mechanics' liens and any so-called state, federal or local "Superfund" lien relating to such matters.

6. Tenant covenants and agrees that during the terms of the Lease, it shall not use or store or permit the use or storage by any party or parties whomsoever of any Hazardous Material

in or about the Leased Premises except in compliance with and not in contravention of any and all applicable laws, ordinances, rules, and regulations.

7. Landlord is unaware of any release of Hazardous Materials about the Leased Premises. Landlord agrees to take responsibility for any remedial action required by Government Authorities having jurisdiction regarding any Hazardous Material released prior to Tenant taking possession of the Leased Premises. This undertaking shall not act as a bar against Landlord recovering its costs and damages against third parties. When remedial action by Landlord is required, Landlord shall perform all such work in a good, safe and workmanlike manner, in compliance with all laws and regulations applicable thereto, and shall diligently pursue such investigation and remedial activity until Landlord is allowed to terminate these activities by those Governmental Authorities having jurisdiction.

8. Landlord shall indemnify, hold harmless, and defend Tenant against all claims, demands, losses, liabilities, costs and expenses, including attorneys' fees (collectively "**Liabilities**") imposed upon or accruing against Indemnities as actual and direct costs of investigatory or remedial action required by any Government Authority having jurisdiction or as damages to third persons for personal injury or property damage arising from the existence of any Hazardous Material at the Leased Premises released prior to Tenant taking possession of the Leased Premises. The provisions of this indemnification shall survive the termination of the Lease whether by time or otherwise.

9. Each party shall promptly notify the other party of any inquiry, investigation, order, or enforcement proceeding by or against the notifying party in connection with the Leased Premises.

13. **INSURANCE.** During the entire term of this Lease (including any extension or renewal period) Tenant, at its expense, shall keep in full force and effect a comprehensive policy or policies of public liability and property damage insurance with respect to the Leased Premises and the business operated by Tenant in the Leased Premises, in which the limits of public liability shall not be less than \$2,000,000.00 per injuries to a single person in a single occurrence, and \$2,000,000.00 aggregate limit, and \$100,000.00 for property damage. The policies shall contain an endorsement naming Landlord and any other person, firm or corporation designated by Landlord as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. The insurance shall be issued by insurers of recognized responsibility, licensed and doing business in the State of Florida, and having a BEST rating of A+ or better; and a binder for such insurance shall be delivered to Landlord upon execution of this Lease, and a copy of the policy or a certificate of insurance shall be delivered to Landlord prior to the commencement date and whenever requested thereafter by Landlord. At least - 30- days prior to each anniversary date of such insurance coverage, proof of that such insurance has been renewed and payment thereof shall be delivered to Landlord so as to enable it to verify that the policy has been renewed and paid for the next annual period. In the event Tenant fails to provide such evidence, or in the event of cancellation, termination or change of such insurance, Landlord,

after -10- days written notice to Tenant, may, but shall not be required to, procure such insurance for Tenant and the cost thereof shall be charged as additional rent hereunder.

14. **CONDEMNATION.** In the event any portion of the Leased Premises is taken by any condemnation or eminent domain proceedings, the monthly rental herein specified to be paid shall be proportionately reduced according to the area of the improvements which is taken, and Tenant shall be entitled to no other consideration by reason of such taking, and any damages suffered by Tenant on account of the taking of any portion of said Leased Premises and any damages that shall be awarded to Tenant in said proceedings, shall be paid to and received by Landlord, and Tenant shall have no right therein or thereto or to any part thereof, and Tenant does hereby relinquish and assign to Landlord all of Tenant's rights and equities in and to any such damages. Notwithstanding the foregoing, Tenant shall be entitled to any award for loss or taking of its trade fixtures or its relocation expenses.

If twenty percent (20%) or more of the Leased Premises is taken by any condemnation or eminent domain proceedings, and if such taking shall render the Leased Premises unsuitable for the conduct of Tenant's business as provided in Paragraph 7 of this Lease, then Tenant at its option may terminate this Lease.

Notwithstanding the foregoing, Tenant shall not be precluded from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or cost of removal of, or for the value of, Tenant's improvements, equipment, trade fixtures, furniture, inventory and other personal property, and such other claims as Tenant may assert; provided, however, that no such claim shall diminish or otherwise adversely affect the Landlord's award or the award of any fee mortgagee.

15. **RIGHT OF ENTRY.** Landlord, or any of its agents, shall have the right to enter the Leased Premises during business hours with reasonable notice, and at any time in the event of an emergency, to examine the same, to show them to prospective lenders or purchasers, or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit the Leased Premises, and to put or keep upon the exterior "FOR RENT" signs at any time within one hundred eighty (180) days before the expiration of this Lease and at any time "FOR SALE" signs. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease. Landlord shall also have the right to enter unto the Leased Premises with its agents to conduct such environmental inspections as it deems appropriate. When entering the Leased Premises for the foregoing reasons, Landlord agrees to use reasonable efforts not to interrupt the conduct of Tenant's business.

16. **INDEMNIFICATION.** In consideration of the Leased Premises being leased to Tenant, Tenant agrees: That Tenant at all times will indemnify and keep harmless Landlord from all losses, damages, liabilities and expenses, which may arise or be claimed against Landlord and be in favor of any person, firm or corporation, for any injuries or damages to the person or property of any

person, firm or corporation, consequent upon or arising from the use or occupancy of said premises by Tenant, or consequent upon or arising from any acts, omissions, neglect, or fault of Tenant (its agents, servants, employees, licensees, customers or invitees), or consequent upon or arising from Tenant's failure to comply with the aforesaid laws, statutes, ordinances or regulations; that Landlord shall not be liable to Tenant or to any third party for any damages or losses to the property of Tenant or of a third party which may be caused by the acts, neglect, omissions or faults of any person, firm or corporation.

17. **QUIET ENJOYMENT**. Subject to the terms, conditions, covenants and provisions of this Lease, Landlord agrees that Tenant shall and may peaceably have, hold and enjoy the Leased Premises, without hindrance or molestation by Landlord. At the expiration of this Lease, Tenant shall, without demand, quietly and peaceably deliver possession of the Leased Premises in as good condition as they now are, normal wear and decay and damage by the elements only excepted.

18. **SUBORDINATION**. Tenant agrees that this Lease and the interest of Tenant therein shall be, and the same hereby is made subject and subordinated at all times to all covenants, restrictions, easements and other encumbrances now or hereafter affecting the fee title of the Property and to all ground and underlying leases and to any mortgage in any amounts and all advances made and to be made thereon, which may now or hereafter be placed against or affect any or all of the land and/or any or all of the buildings and improvements, including the Leased Premises, and/or any ground or underlying leases covering the same, and to all renewals, modifications, consolidations, participations, replacements and extensions of any of the foregoing. The term "Mortgages" as used herein shall be deemed to include trust indentures and deeds of trust. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be necessary unless required by any such ground or underlying lessors or mortgages. Should the Landlord or any ground or underlying lessor or mortgagees desire confirmation of such subordination, then Tenant, within ten (10) days following written request therefor, agrees to execute and deliver, without charge, any and all documents (in form acceptable to Landlord and such ground or underlying lessors or mortgagees) subordinating this Lease and the Tenant's rights hereunder. However, should any such ground or underlying lessors or any mortgagees request that this Lease be made superior, rather than subordinate, to any such ground or underlying lease and/or mortgage, then Tenant, within ten (10) days following Landlord's written request therefor, agrees to execute and deliver, without charge, any and all documents (in form acceptable to Landlord and such ground or underlying lessors or mortgagees) effectuating such priority

19. **LIENS**. Tenant further agrees that it will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen and other items of like character, and will indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including counsel fees (and appellate counsel fees) reasonably incurred in and about the defense of any suit in discharging the said premises any part thereof from any liens, judgments or encumbrances caused or suffered by Tenant. It is understood and agreed between the parties hereto that the costs and charges above referred to shall be considered rent due and shall be included in any lien for rent.

Under F.S. § 713.10, the interest of Landlord shall not be subject to liens for any improvements by or for Tenant.

Tenant herein shall not have any authority to create any liens for labor or material on Landlord's interest in the Leased Premises and all persons contracting with Tenant for the destruction or removal of any building or for the erection, installation, alteration, or repair of any building, or other improvements on the above described premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look to Tenant and to Tenant's interests only in the above described property to secure the payment of any bill for work done or material furnished during the rental period created by this Lease. Tenant shall provide written notice to each contractor, subcontractor, materialmen, mechanic & laborer performing work on the Leased Premises, and a memorandum of this to that effect may be recorded by the Landlord in the official Record of Miami-Dade County.

Landlord agrees that it will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen and other items of like character for work requested by it, or bond premiums for release of such liens as Landlord elects.

20. SURRENDER.

A. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once, and without demand, surrender and deliver up the Leased Premises, together with all Leasehold Improvements in good condition and repair, reasonable wear and tear and damage excepted. **If at the termination of this Lease, Tenant's personal property has not been removed from the Leased Premises, it shall be irrebuttably presumed that Tenant has abandoned such property and Landlord is authorized to remove and discard, at Tenant's expense, such property without prior notice to Tenant. Landlord shall have no responsibility to safeguard such property or to dispose of it in a commercially reasonable manner.**

B. Tenant agrees that if, without the prior written consent of Landlord, Tenant does not surrender the Leased Premises and the Leasehold Improvements to Landlord, at the end of the Lease Term or upon any cancellation of the Lease Term, then Tenant shall pay to Landlord all damages that Landlord may suffer due to Tenant's failure to surrender to Landlord possession of the Leased Premises, and will indemnify and hold Landlord harmless from and against all claims made by any succeeding tenant of said premises against Landlord due to delay of Landlord in delivery of possession of said premises to said succeeding tenant so far as such delay is occasioned by failure of Tenant to so surrender said premises.

21. EVENTS OF DEFAULT. Tenant further agrees that any one or more of the following events shall be considered events of default as said term is used herein and Tenant shall be in default if any of the following occurs:

- A. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree of judgment or order shall not have been vacated or stayed or set aside within thirty (30) days from the date of the entry or granting thereof;
- B. Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the federal bankruptcy laws now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension.
- C. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant;
- D. The Leased Premises as opposed to the personal property of Tenant are levied upon by any revenue officer or similar officer and the obligation is not paid or bonded within thirty (30) days of such levy;
- E. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within thirty (30) days from the date of entry or granting thereof;
- F. Tenant shall abandon the same during the term hereof. For purposes hereof, the term "abandon" shall be defined to mean Tenant's failure to operate its business within the Leased Premises for a period of thirty (30) consecutive days unless such occurrence is a result of force majeure as hereinafter described in Paragraph 31.
- G. Tenant shall fail to pay any monthly payments of rent and/or additional rent required to be made by Tenant hereunder when due or within ten (10) days thereafter and which default is not timely cured.
- H. Tenant shall fail to contest the validity of any lien or claimed lien and to give security to Landlord to insure payment thereof, or, having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and to satisfy any judgment rendered thereon, and such default continues for thirty (30) days after notice thereof in writing to Tenant;
- I. Tenant shall fail to provide the subordination agreement requested pursuant to Paragraph 18 hereof within fifteen (15) days of request therefor.

J. Tenant shall fail to use the Leased Premises solely for the purposes set forth in Paragraph 7 hereof.

K. Tenant shall be in material default of any other covenant and agreement herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

22. LANDLORD'S REMEDIES.

Upon the occurrence of any one or more of events of default, Landlord may terminate this Lease. Upon termination of this Lease, Landlord may re-enter the Leased Premises, with process of law and using such force as may be necessary, and remove all persons, fixtures, and chattels therefrom and Landlord shall not be liable for any damages resulting therefrom. Such re-entry and repossession shall not work a forfeiture of the rents to be paid and the covenants to be performed by Tenant during the full term of this Lease. No re-entry by Landlord shall be deemed an acceptance of the surrender of this Lease. Upon such repossession of the Leased Premises, Landlord shall be entitled to recover as liquidated damages and not as a penalty a sum of money equal to the value of the rent and other sums provided herein to be paid by Tenant to Landlord for the remainder of the Lease Term.

Upon the occurrence of any one or more events of default, Landlord may repossess the Leased Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as expressly provided for by Florida law) and without terminating this Lease, in which event Landlord may, but shall be under no obligation to do so, relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet the Leased Premises as part of a larger area, and the right to change the character or use made of the Leased Premises. For the purpose of such reletting, Landlord may decorate or make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such decorations, repairs, changes, alterations, and additions, the expenses of such reletting and the collection of the rent accruing therefrom (including, but not by way of limitation, attorneys' fees and brokers' commissions) to satisfy the rent herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord on demand any deficiency, and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Paragraph 22 from time to time. Any sums or other consideration received by Landlord on a reletting in excess of the rent reserved in this Lease shall belong to Landlord. Landlord agrees to use reasonable efforts to mitigate Tenant's damages.

Notwithstanding any other provision of this Lease, if Tenant shall default in the payment of any rent and/or any other payments required of Tenant, or any part thereof, and if such default shall continue for a period of ten (10) days after the due date thereof, Landlord may, without terminating this Lease, institute any action, suit or proceeding provided for by law against Tenant from time to

time to recover any of the aforesaid sums which at the commencement of any action, suit or proceeding shall then be due and payable and which shall thereafter be due and payable to Landlord under any provisions hereof, without waiting until the end of the original Lease Term; and neither the institution of such action, suit or proceeding nor the settlement thereof or entering of judgment therein shall terminate this Lease, nor shall it bar Landlord from bringing subsequent actions, suits or proceedings from time to time for any sum or sums of any kind which shall thereafter become due and owing from Tenant to Landlord under any of the terms of this Lease. Tenant hereby expressly waives any right or defense which it may have to claim a merger of such subsequent actions, suits or proceedings and any previous action, suit or proceeding, or in a settlement thereof or judgments entered therein.

23. **ACCELERATION.** Tenant agrees that Tenant will promptly pay all rent and additional rent at the times above stated. If any part of the rent and/or additional rent shall not be paid when due or within ten (10) days next after the same shall become due and payable, then in addition to the remedies provided in paragraph 22 hereof, Landlord shall have the option of declaring the balance of the entire rent for the entire rental term of this Lease (or of the option term if Tenant exercises its option to extend provided for herein) to be immediately due and payable, and Landlord may then proceed immediately to collect all the unpaid rent called for by this Lease, by distress or otherwise.

24. **CUMULATIVE REMEDIES.** No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as the occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power nor shall it be construed to be a waiver of any such default or any acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, conditions, covenants and provisions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect, impair or toll the right or power of Landlord to declare the Lease terms hereby granted ended, to terminate this Lease as provided for in this Lease, or to repossess without terminating this Lease, because of any default in or breach of the terms, conditions, covenants and provisions of this Lease.

25. **WAIVER.** No waiver of any breach of any terms, conditions, covenants or provisions of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same terms, conditions, covenants and provisions.

26. **RECORDATION.** This Lease shall not be recorded by Tenant except with the express written approval and consent of Landlord.

27. **ATTORNEY'S FEES AND COSTS.** Tenant shall pay all costs of proceedings by Landlord for recovery of rents or for recovery of the possession of the Leased Premises or for the enforcement of any of the terms, conditions, covenants and provisions of this Lease, including a reasonable attorney's fee (at all tribunal levels and for post-judgment proceedings), court costs and any other costs incurred by reason of the foregoing, if Landlord prevails either in whole or in part upon Landlord's claim. Tenant agrees to pay Landlord's reasonable attorney's fees and costs for the collection of rent or for the enforcement of this Lease, whether or not suit be instituted.

28. **FORCE MAJEURE.** None of the acts, promises, covenants, agreements or obligations on the part of Tenant to be kept, performed or not performed, as the case may be, nor the obligation of Tenant to pay rent and/or additional rent or other charge or payment shall be in any way waived, impaired, excused or affected by reason of Landlord being unable at any time or times during the term of this Lease to supply, or being prevented from, or delayed in the supplying of any service expressed or implied on the part of Landlord to be supplied, or by reason of Landlord being unable to make any alterations, repairs or decorations or to supply any equipment or fixtures, or any other promise, covenant, agreement or obligation on the part of Landlord to be performed, if Landlord's inability or delay shall arise by reason of any law, rule or regulation of any Federal, State, Municipal, or other governmental department, agency or subdivision thereof, or by reason of conditions of supply and demand due to National Emergency or other conditions or causes beyond Landlord's control.

29. **NOTICES.** Except with respect to the three (3) day statutory notice demanding rent or possession, it is understood and agreed between the parties hereto that written notice addressed to Tenant or Landlord at their respective addresses set forth herein, and mailed, certified mail, return receipt requested, or delivered by hand to the addresses below, shall constitute sufficient notice to the addressee; notice shall be deemed given, if mailed, three (3) days from the date of mailing or, if delivered by hand, when received by the addressee or posted on the entrance door of the Leased Premises if notice is to Tenant or at the following designated addresses:

TO TENANT:

COSTA NURSERY FARMS, LLC
21800 SW 162 Avenue
Miami, FL 33170
Attn: Arianna Cabrera, Esq.
Tel/Fax: 786-272-6137

TO LANDLORD:

COSTA NURSERY FARMS, INC.
21800 SW 162 Avenue
Miami, Florida 33170
Attn: Jose I. Smith
Tel/Fax: 786-272-6147

or to such other persons or at such other addresses (other than a post-office box) as a party shall designate in writing and deliver to the other; provided, however, that any notification to Tenant must be to an address (other than a post-office address) in Miami-Dade County, Florida.

31. **OPTION TO EXTEND.** As stated in paragraph 1 of this Lease, Tenant shall have the option to extend the term of this Lease for one additional seven (7) year period upon the condition that Tenant is not in default of any monetary obligation to Landlord hereunder or other material obligation to Landlord at the time of the exercise of its option to extend and at the commencement date of the Lease Option Extension Period. The extended term shall be on the same terms and conditions as provided in this Lease and as herein provided including, but not limited to, the payment of monthly Rent, the payment of the tax and insurance adjustments as provided in Paragraph 3 hereof, and other payments required by Tenant to be made hereunder, and compliance and observance of the terms, conditions, covenants, and provisions of this Lease; provided, however, that the Landlord and Tenant agree to negotiate in good faith an increase in the rent for such Lease Option Extension Period. Notice of the Tenant's exercise of its option to extend shall be in writing delivered to the Landlord as required herein for Notices and must be exercised, if at all, by delivery of such notice no earlier than one (1) year and no later than three (3) months prior to the termination date of the original lease term. Time is of the essence for the exercise of Tenant's option to extend this Lease and to deliver the notice of extension to Landlord.

32. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

33. **WAIVER OF TRIAL BY JURY.** It is mutually agreed between Landlord and Tenant that the respective parties hereto shall and do hereby waive trial by jury in any action or proceeding arising out of or in connection with this Lease.

34. **AMENDMENT AND FULL UNDERSTANDINGS.** This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing, signed by Landlord and Tenant. There are no promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than those set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. No surrender of the Leased Premises, or of the remainder of the Lease Term, shall be valid unless accepted by Landlord in writing.

35. **SEVERABILITY.** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

36. **APPLICABLE LAW AND VENUE.** This Lease shall be governed by and construed in accordance with the laws of the State of Florida. If any provisions of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease to be performed by Tenant, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease or on any covenant or obligation of Tenant. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. Any action instituted by any party hereto against the other with regard to this Lease shall be in Miami-Dade County, Florida.

37. **AUTHORITY.** Each individual executing this Lease on behalf of Tenant and Landlord represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon the entity on whose behalf such individual is executing this Lease in accordance with its terms.

38. **BINDING EFFECT.** All of the terms, conditions, covenants and provisions contained in this Lease shall extend and inure to and be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, personal representatives, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, personal representatives, administrators, successors and assigns, any right, claim or privilege by virtue of any terms, conditions, covenants and provisions contained in this Lease. If more than one person executes this Lease as Tenant, Tenant's obligations shall be joint and several.

39. **CAPTIONS.** Headings or captions preceding the text of the several paragraphs of this Lease are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

40. **MISCELLANEOUS.** To expedite the execution of this Lease, the parties agree, (i) that this Lease may be executed in counterpart all of which together shall be deemed an original, (ii) that faxed copies of this Lease signed by the parties shall be deemed an original and binding upon the signing party; and (iii) that the parties agree to exchange original documents so that each of the parties shall have an original instrument signed by it and by the other party.

41. **RADON GAS**. In accordance with Florida Statutes, the following notice about RADON GAS is hereby given to Tenant:

"Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

COMMERCIAL LEASE AGREEMENT

**COSTA NURSERY FARMS, INC.
Landlord**

**COSTA NURSERY FARMS, LLC
Tenant**

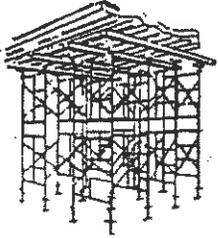
EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

The Leased Premises is comprised of 4.73+/- acres located at 21865 SW 162 AVE MIAMI, FL 33170 and identified by the following folio: 30-6811-000-0170.



- U.S. #1 M.M. 94.5, P.O. Box 1544, Key Largo, Florida 33037 • Phone: (305)-451-0580 • Fax: (305)-852-0035
- 11050 N.W. 36 Ave., Miami, Florida 33166 • Phone: (305)-953-6965 • Fax: (305)-953-5497
- Broward • Phone: 1-800-842-7249 • Fax: (305)-953-3339
- 8254-13 Bama Lane, West Palm Beach, Florida 33411 • Phone: (561)-792-5353 • Fax: (561)-792-4613



SHORING

PROPOSAL

June 22, 2015



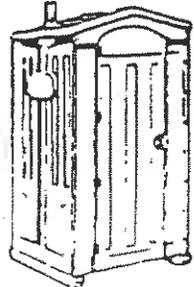
SCAFFOLDING

Costa Nursery Farms, LLC
21800 SW 162 Ave – Miami, FL 33170

Project: 4 New Portable Toilets

Proposal to Costa Nursery Farms, LLC for 4 portable toilets at a new location.

We will provide the follow service:



PORTABLE TOILETS

- 1. Four portable toilets \$35.00 a month plus tax**
- 2. Cleaning twice a week**
- 3. No Delivery or P/U charge**

if you have any questions, feel free to call us at (305) 953-6965 and we will more than happy to assist you.



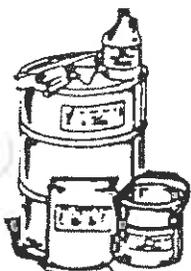
ROLL-OFF

Sincerely,

Rene L. Guerra/President
AES Portable Sanitation, Inc.
11050 NW 36th Avenue – Miami, FL 33167
Tel (305) 953-9760 – Fax (305) 953-3339



STORAGE CONTAINERS



BUILDING SUPPLIES

Since 1965



Proposal

06/16/2015

Costa Nursery Farms, LLC
19000 SW 192 Street
Miami, FL 33187

Thank you for your time and consideration of our services. As agreed, we are submitting the following proposal for Waste and Recycling Services at **Costa Nursery Farms, LLC**

Locations:

- 19000 SW 192nd St
- 21865 SW 162nd Ave
- 19201 SW 216th St

Waste Services:

- Gorgy Waste Services will provide **(1) 20 yard dumpsters** for garbage to be picked up on an On Call Basis at each of the above locations

Recycling:

- All American Recycling Center, LLC will provide **(2) 95 gallon bins** for recycling to be picked up on an On Call Basis at each of the above locations

Please note - Bins/Cabinets provided free of charge are the property of All American Recycling. If services with All American Recycling & Shredding are terminated by either party, we have the right to pick up our cabinets.

About Gorgy & All American Recycling Companies:

- ✓ We have been in business for 15 years. Our management and staff are committed to customer excellence. Our goal is to provide superb service, and offer customizable recycling programs to accommodate any company.
- ✓ Our drivers are courteous, professional and have been thoroughly checked before beginning employment with our company. A complete background check is completed, along with drug testing, and criminal history check to ensure that the personnel visiting your place of business is free of any derogatory history.
- ✓ Gorgy Recycling & Roll-Off Services / All American Recycling Services have approximately 18 trucks running at all times from Jupiter, FL to Key West, FL. This is an advantage to ensure that all customers get serviced timely and as needed.

We appreciate the opportunity to be of service. Your favorable consideration of our proposal is appreciated. If you have any questions, please do not hesitate to contact us.

Thank you,

Anthony Garcia

All American Recycling & Shredding Services

Gorgy Recycling & Roll-Off Services

Additionally, we have the following services available to help you meet your environmental goals:



- **All American Shredding Services:** All American Shredding Services provides full-service document and media destruction services, helping you ensure your confidential materials are disposed of with the highest security measures. A Certificate of Destruction may be provided upon your request.
- **All American Recycling Services:** All American Recycling Services offers recycling programs of paper, plastics and metals. We provide bins free of charge to collect your office paper waste. Additionally, you may qualify for a rebate on the paper we collect!
- **Gorgy Recycling & Roll-Off Services:** Gorgy Roll-Off Services provides temporary and permanent open top containers perfect for construction, demolition jobs, remodeling projects or special events.
- **Gorgy Waste Services:** Our latest addition to the Gorgy Recycling family, providing commercial waste services, with 4, 6, 8 and 10 yard containers for your commercial needs.
- **Eagle Recycling:** Eagle Recycling handles the recycling of scrap metals, paying top dollar for your metal products ready for disposal!

Contact us for more information. With a wide variety of services available, you're sure to find exactly what you are looking for!

(305) 635-6163

www.gorgyrecycling.com

Thank you!





6900 N.W. 12th Ave.
Fort Lauderdale, FL 33309
954-957-7271 FAX 954-957-7807

June 26, 2015

Costa Nursery Farms, LLC
Costa Nursery Farms, LLC
19000 SW 192nd Street
Miami, FL 33187-

RE: Budgetary Proposal to transport and dispose of various waste streams located at 19000 SW 192nd Street Miami, FL 33187 and 21865 SW 162nd Avenue Miami, FL 33170 786-312-5520

Dear Costa Nursery Farms, LLC

SWS Environmental Services is pleased to submit the following proposal for the Scope of Work described herein, along with our standard Terms & Conditions. We appreciate the opportunity to bid on this project and are prepared to perform the work upon your approval of the Proposal.

Job Summary

Generate disposal profile using client supplied MSDS sheets. Ensure drums are in DOT shippable condition. Transport and dispose of drums from two (2) locations to EWS Alabama. Provide disposal manifest.

Description	Rate	Quantity	Unit	Total
		1	Drum	
Transportation / stop fee		2	Event	
		Total:		

Customer acknowledges that invoicing will consist of actual quantities incurred at the provided rates. Any additional resources required, other than those identified herein, will be invoiced in accordance with SWSES's current time and materials rates. If the Customer issues a Purchase Order for an estimated amount, Customer acknowledges that invoicing will still be based on actual quantities incurred at the provided rates regardless if the Purchase Order amount is exceeded. Any terms proposed in Customer's acceptance of this proposal which add to, vary from, or conflict with this proposal or SWSES's Standard Terms and Conditions, are hereby rejected. Any such proposed terms shall be void and the terms in this proposal and SWSES's Standard Terms and Conditions shall constitute the complete and exclusive statement of the terms and conditions of the contract between SWSES and Customer.

SWSES's Standard Terms and Conditions are hereby incorporated into this proposal. By signing below, you represent that that you are an authorized representative of the Customer and this document and SWSES's Standard Terms and Conditions will constitute a contract between SWSES and the Customer to perform the services in accordance with the scope, pricing, schedule and standard terms and conditions of this proposal. Any changes to SWSES scope, pricing, schedule or standard terms and conditions must be specifically agreed to by SWSES in writing prior to performance of services and incorporated herein.

SWS Environmental Services customary work hours are 8:00 a.m. to 4:00 p.m.

A fuel recovery charge has been incorporated into this lump sum/fixed price quote. We reserve the right to adjust pricing for services provided beyond thirty (30) days from quote date if the cost of fuel varies significantly.

All waste must be profiled and acknowledged by the customer.

Disposal pricing based upon waste specifications. Transportation and disposal will be based on actual volumes with stated minimums at quoted unit rates.

Pricing for waste is upon disposal facility acceptance. Off-spec charges and/or surcharges will be priced accordingly.

Waste volumes are an estimate only, customer will be charged for actual quantities.

We appreciate the opportunity to submit this proposal. If you have any questions or require additional information, please contact me at the phone number or address below. If you accept this proposal, please sign and return to SWS Environmental Services.

Respectfully,

Mike Morris

Mike Morris
Service Center Manager
6900 N.W. 12th Ave.
Fort Lauderdale, FL 33309
954-957-7271

AGREED: Costa Nursery Farms, LLC

By: _____

Date: ____/____/____

Cc: Jeffry Peleg, Bus Dev Rep

STANDARD TERMS AND CONDITIONS

1. **Acceptance and Formation of Contract:** All written proposals shall be valid for a period of thirty (30) days. The cancellation or expiration of any contract hereunder shall not affect either party's obligations under any orders issued and accepted prior to such expiration or cancellation. By issuance of a notice to proceed with the work, whether oral or written, Customer agrees to the terms and conditions stated herein. Any terms proposed in Customer's acceptance of this proposal which add to, vary from, or conflict with the proposal or these terms and conditions, are hereby rejected. Any such proposed terms shall be void and the terms in the proposal and these terms and conditions shall constitute the complete and exclusive statement of the terms and conditions of the contract between Progressive Environmental Services, Inc. d/b/a SWS Environmental Services ("SWSES") and Customer.

2. **Project Documents:** SWSES's proposal includes and incorporates SWSES's Rate Schedule which is in effect at the time of performance of the work, all documents provided to SWSES by or on behalf of Customer and all documents provided to Customer or its representative by or on behalf of SWSES. The term "Customer" refers to the party with whom SWSES is contracting. This document is incorporated by reference to the Contract as specified therein and is an integral part of the Contract.

3. **Scope of Work and Price:** All work performed hereunder shall be performed and invoiced in accordance with SWSES's written proposal, SWSES's Rate Schedule which is in effect at the time of performance of the work, the other Project Documents, and the terms and conditions stated herein as each may be applicable to the type of work performed. In the event that the scope of work, schedule, or material changes, Customer agrees to pay SWSES on a time and material basis in accordance with SWSES's then current Rate Schedule or other unit rates, whichever is applicable, unless a revised proposal is prepared by SWSES and accepted by Customer. Emergency response services shall be performed and invoiced in accordance with SWSES's current Rate Schedule. Unless expressly set forth, SWSES's proposal does not include state or local sales tax. If any such taxes are applicable and the client does not provide a Direct Pay or Tax Exemption Certificate for this work, such taxes will be added to the invoiced amount as a separate line item. A fuel recovery fee will be invoiced for all transportation, disposal and fuel consuming equipment charges at the prevailing rate at the time work is performed. Please see the recovery fee link on our web site at www.swsenvironmental.com.

4. **General Conditions of Work:** Customer is responsible for furnishing to SWSES all pertinent data and information concerning the work to be performed hereunder; the nature of the work site and the nature of the conditions to be remediated, including special hazards or risks involved with such work, premises, site or conditions. Unless otherwise stated in SWSES's proposal, all pricing is based upon the following general conditions: (a) SWSES will not incur any waiting or standby time for reason beyond SWSES's control; (b) access to, from and at the work site will not be restricted or limited; (c) there will be no overhead, underground, aboveground or other obstructions, rocks, pipelines, or utilities that would impede SWSES's work; (d) the work site and all access ways shall be suitable for the size and weight of all vehicles and equipment utilized to perform the work; (e) all wastes shall conform to the representations of Customer and the Project Documents; (f) all non-emergency response related work will be performed Monday through Friday during daytime business hours between 8:00 a.m. and 4:00 p.m. (work performed outside of this time frame will be charged at 1.5 times the standard rates or as otherwise provided in SWSES's then current Rate Schedule; work performed on Sundays and holidays will be charged at two times the standard rates); (g) Customer is responsible for all damage to equipment and its components not caused by the direct fault of SWSES; and (h) Customer is responsible for all costs associated with overloading of containers or trucks including citations, damages to equipment or property, loss of revenue, etc., unless loaded by SWSES. Any variance in these conditions is considered a change in the scope of work unless expressly otherwise stated in SWSES's proposal.

If any of the waste contains materials which do not conform to the descriptions provided by Customer and/or in the Waste Profile Sheets ("non-conforming waste"), SWSES may, at its option, properly dispose of it, return it to Customer or require Customer to remove and dispose of the non-conforming waste at Customer's expense and reimburse SWSES for any expenses that it has incurred. Customer is expressly prohibited from allowing any other carrier to move SWSES's equipment without the prior written consent of SWSES. The equipment that SWSES furnishes to Customer will remain on its property until moved by SWSES. Customer will be responsible for any loss or damage resulting from its handling of the equipment, except for normal wear and tear. Customer will not overload by weight or volume, move or alter the equipment and will take reasonable precautions to prevent others from doing the same. Customer will use the equipment only for its intended purpose. If the equipment is inaccessible or overloaded by weight or volume, SWSES's service will be subject to an additional charge as outlined in SWSES's then current Rate Schedule or other unit rates as applicable. SWSES will not be responsible for damage to Customer's driving surfaces resulting from weight of vehicles or equipment.

Invoicing and Payment: Customer shall make payments due under each invoice within fifteen (15) days of the invoice date. Interest shall begin to accrue on the invoice due date for payments not received by such date at the smaller of (i) the maximum lawful interest rate or (ii) one and one-half (1½%) percent per month. The individual signing the proposal incorporating these terms personally guarantees payment of any charges incurred thereunder. All payments will be first applied to interest, if any. In the event payment is not timely made and SWSES files a lien or bond claim on Customer's account, Customer will be assessed an administrative charge of \$500.00 plus any applicable costs provided for in paragraph 6. However, Customer expressly agrees that SWSES is a beneficiary to, and may impose a lien on, any and all of Customer's insurance policies and/or proceeds. Customer expressly acknowledges that its obligation to pay all amounts incurred hereunder is absolute and is not conditioned upon availability of funding, insurance, or any other reasons.

6. **Disputes and Waiver of Rights:** In the event that Customer disputes any portion of any invoice, Customer shall provide SWSES written notice of the disputed items within fifteen (15) days of the invoice date. The written notice must specifically state the portion in dispute and describe the dispute in such detail that SWSES has full notice of the dispute. Customer hereby agrees that failure to provide such written notice within fifteen (15) days of the invoice date constitutes waiver of any such dispute and full payment of the invoice shall be provided to SWSES. Customer agrees that it will not claim any dispute after the fifteen (15) day period that has not been timely specified in writing to SWSES. Further, Customer agrees that the non-disputed portion of the invoice will be paid within fifteen (15) days of the invoice date.

In the event that a lawsuit arises out of any matter related to this contract and SWSES prevails, Customer agrees to pay SWSES's attorneys' fees and costs, including, but not limited to, in-house counsel at the rate of \$300.00 per hour and outside counsel, plus court costs and expenses. Further, Customer agrees to pay SWSES for its' personnel at twice the rate stated in its' rate sheet for any time spent preparing the case or testifying at a deposition or trial.

7. **Title to Waste:** The parties hereto agree that SWSES is not and shall not be considered the owner or generator of, and shall not take title to, any waste materials or substances remediated, removed or otherwise handled by SWSES on behalf of Customer. Customer hereby authorizes SWSES to sign waste manifests and profiles as agent for the generator.

8. **Indemnity:** Each party hereto agrees to indemnify, defend and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, business interests, or persons or for death, arising out of or related to the performance of this Contract and/or the conditions to which this Contract pertains, to the extent that any such claims, demands, causes of action and/or liability is attributable to the breach of contract, negligence, or other fault of the indemnifying party. The indemnification by each party shall survive the termination of this Agreement. Notwithstanding the foregoing, where the work or services provided by SWSES consists of or is related to emergency response, SWSES does not waive any right or ability it may have to assert responder immunity pursuant to any applicable Federal, state and/or local laws and ordinances and/or any lawful order, regulation and/or rules thereunder and shall not be liable for any claims where such responder immunity applies.

9. **Assignment:** Customer may not assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under the Agreement without the prior written consent of SWSES, which consent shall not be unreasonably withheld.

10. **Jurisdiction and Venue:** The substantive laws of the State of Florida, without regard to conflicts of laws principles that would require application of any other law, shall govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, formation, construction, breach, performance, termination and enforcement. The Parties mutually consent to the exclusive jurisdiction of the federal and state courts in the State of Florida and agree that any action, suit or proceeding concerning, related to or arising out of this Agreement and the negotiation of this Agreement will be brought only in a federal or state court in the State of Florida and the Parties agree that " " will not raise any defense or objection or file any motion based on lack of personal jurisdiction, improper venue, inconvenience of the forum or the like in any case filed in a federal or court in the State of Florida.

Initial _____



Department of Regulatory and Economic Resources
Development Services Division
111 NW 1st Street • Suite 1110
Miami, Florida 33128-1902
T 305-375-2640
www.miamidade.gov/economy

June 26, 2015

Costa Nursery Farms, LLC
21800 SW 162 Avenue
Miami, Florida 33170

RE: Folio: 30-6917-000-0170 & 30-6802-000-0250
Case # 2015275

PROPOSED ZONING LETTER FOR MEDICAL MARIJUANA FACILITY

This is in response to your request for a letter related to an "Application for Low-THC Cannabis Dispensing Organization Approval," pursuant to Rule 64-4002 of the Florida Administrative Code (FAC), and the requirement that the applicant demonstrate the ability to obtain zoning approval for proposed dispensing organization facilities as defined in Florida Statutes Section 381.986, "Compassionate Use of low-THC cannabis," and the accompanying administrative rules.

As defined in FAC Rule 64-4001, a "dispensing organization facility" consists of any of the following facilities:

- (a) Cultivation Facility: Any area designated in the application to be used for cultivation of low-THC cannabis.
- (b) Processing Facility: Any area designated in the application to be used for processing of Derivative Product.
- (c) Dispensing Facility: Any area designated in the application where Derivative Product is dispensed at retail.

The Zoning Code of Miami-Dade County (Zoning Code) permits the above uses as follows:

Cultivation Facility: Any area designated in the application to be used for cultivation of low-THC cannabis. Sections 33-279(8), 279(10), and 279(11) of the Zoning Code permit greenhouses, nurseries—commercial, horticultural farming—commercial, and hydroponics or other chemical farming in the Agriculture (AU) District.

Processing Facility: Any area designated in the application to be used for processing of Derivative Product. Sec. 279(22)(a)(1) of the Zoning Code provides for the packing, processing and sale of agricultural goods or products from the State of Florida as uses ancillary to and directly supportive of agriculture. Therefore, a processing facility for an ongoing agricultural use in connection with the proposed cultivation of low-THC cannabis may be permitted in the Agriculture (AU) District, provided certain conditions are met. However, the processing facility may operate only while the principal cultivation use continues.

Dispensing Facility: Any area designated in the application where Derivative Product is dispensed at retail. The ancillary sale of agricultural goods or products through a retail facility may be permitted in the Agriculture (AU) District, provided that the retail facility meets the requirements of a farm stand as set forth in Sec. 22-297(6.1) of the Zoning Code.

Case #2015275

June 26, 2015

Page 2

In the alternative, a retail facility for sale of low-THC cannabis and Derivate Products may also be permitted in the **BU-1 Neighborhood Business District, and in the BU-1A, BU-2, and BU-3 Districts**, where similar uses such as drugstores and pharmacies are allowed.

Sincerely,



Nathan Kogon, AICP
Assistant Director, Department of Regulatory and Economic Resources
Development Services Division

cc: Mark Woerner, Assistant Director, Department of Regulatory and Economic Resources, Planning and Sustainability Division
Christine Velazquez, Chief, Office of Code Coordination and Public Hearings,
Department of Regulatory and Economic Resources, Environmental Services Division

Costa Nursery Farms, LLC

Summary of Applicable OSHA Regulations

Back Injury Prevention

Under the General Duty Clause 29 USC 654, 5(a)1., OSHA requires the employer “furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees.” This includes minimizing musculoskeletal disorders and ergonomic hazards.

Bloodborne Pathogens

Occupational exposure to blood or other potentially infectious materials is regulated by OSHA under 29 CFR 1910.1030.

Confined Space

Confined spaces are regulated by OSHA under 29 CFR 1910.146, and are defined as any space that has limited or restricted means of entry or exit; and is large enough for a person to enter to perform tasks; and is not designed or configured for continuous occupancy. Additionally, permit confined spaces are spaces which have the three characteristics previously mentioned (which define a confined space) and one or more of the following:

1. Contains or has the potential to contain a hazardous atmosphere
2. Contains a material that has the potential for engulfing the entrant
3. Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section
4. Contains any other recognized serious safety or health hazards.

Cranes, Hoists, and Derricks

Cranes, hoists and derricks are regulated by OSHA under 29CFR1910 Subpart N. These standards provide the classification and use of cranes, hoists and derricks. Additionally, the standards set forth requirements for inspection, training, and safe use of the equipment.

Electrical Safety

Electrical safety is regulated by OSHA under 29 CFR 1910 Subpart S. Electrical safety hazards pertaining to powered hand tools, electrical power tools and “energized parts” were observed at the facility.

Emergency Action Plan

In the event of an emergency, employers must provide for an emergency action plan that contains procedures for emergency evacuation and exit route assignments and are regulated by OSHA under 29 CFR1910.38.

Costa Nursery Farms, LLC

Summary of Applicable OSHA Regulations

Employee Alarm System

All emergency employee alarms installed that provide a warning for necessary emergency action as called for in the emergency action plan, or for reaction time for safe escape of employees from the workplace of the immediate work area, or both. These are regulated by OSHA 29 CFR 1910.165 and contain specific maintenance, testing and inspection requirements that shall apply to all local fire alarm signaling systems used for alerting employees regardless of the other functions of the system.

Exit Routes

Exit routes must be arranged so that employees will not have to travel toward a high hazard area, unless the path of travel is effectively shielded from the high hazard area by suitable partitions or other physical barriers. Exit routes or means of egress are regulated by OSHA under 29 CFR 1910.37.

Fall Protection

Fall protection is regulated by OSHA under 29 CFR 1910.23, 1910.66, 1910.67, 1910.132, 1910.268, and 1910.269. These standards include guardrails systems, personal fall arrest systems, and ladder systems.

OSHA regulations require personal fall arrest systems (PFAS), personal restraint systems and positioning devices when working at unguarded heights greater than 4 feet, and are working within 7.5 feet from an unguarded ledge. OSHA states that any openings or leading edges where the drop is greater than four feet must be guarded by either rails or fall protection/arrest systems.

Fire Detection Systems

Fire detection systems is regulated by OSHA under 29 CFR 1910.164. These standards apply to the OSHA standards required for all automatic fire detection systems. They include installation, restoration, maintenance and testing, protection of fire detectors, and response time.

Fire Protection/Prevention

Fire protection and prevention is regulated by OSHA under 29 CFR 1910 Subpart L. These standards provide guidelines on the development of a fire prevention plan, including pre-fire planning, program organization, physical capability of those involved, and training.

General Environmental Controls

Permanent places of employment are required to follow sanitation standards under the General Environmental Controls as regulated by OSHA under 29 CFR 1910.141. These standards set forth requirements for housekeeping, vermin control, water supply, potable water, toilet facilities, washing facilities and other related areas.

Costa Nursery Farms, LLC

Summary of Applicable OSHA Regulations

Hazard Communication

Hazard communication is regulated by OSHA under 29 CFR 1910.1200. Where solvents and other chemicals are otherwise stored, used or disposed of, safety data sheets (SDS) are required to be accessible and maintained. Storage, handling, and health hazards of each material routinely handled should be clearly available to the employee for review, and training purposes.

Housekeeping

Housekeeping requirements are regulated by OSHA under 29 CFR 1910.22, and are further addressed in the fire prevention standards previously mentioned. The standards require that workspaces and walkways are maintained and free of debris, tools and materials, and that materials are properly stored when not in use. This allows for easy accessibility of stored materials, and prevents slip, trip and fall injuries from occurring.

Injury and Illness Recordkeeping and Reporting Requirements

Under the OSHA Recordkeeping regulation (29 CFR 1904), covered employers are required to prepare and maintain records of serious occupational injuries and illnesses, using the OSHA 300 Log. This information is important for employers, workers and OSHA in evaluating the safety of a workplace, understanding industry hazards, and implementing worker protections to reduce and eliminate hazards.

Lock-Out/Tag-Out (LOTO)

Lock-out/Tag-out (LOTO) procedures are regulated by OSHA under 29 CFR 1910.147. This standard provides for the control of energy during maintenance of machines and equipment.

Machine Guarding

Machine Guarding requirements are regulated by OSHA under 29 CFR 1910 Subpart O. These standards provide a control for powered equipment to minimize or eliminate exposure by physical barrier guards, two-hand tripping devices, electronic safety devices and many others.

Medical & First Aid

Medical and first aid is regulated by OSHA under 29 CFR 1910.151, and requires employers to provide medical and first aid in the absence of a clinic, infirmary or hospital. Trained personnel are to be readily available to deliver first aid in the event of an emergency.

Personal Protective Equipment (PPE)

Personal protective equipment (PPE) is regulated by OSHA under 29 CFR 1910 Subpart I. This standard provides guidance on the accessibility, and conditions under which PPE is required to be provided by an employer. PPE is to be selected based upon the hazards associated with the individual tasks being performed by the employee.

Costa Nursery Farms, LLC

Summary of Applicable OSHA Regulations

Portable Fire Extinguishers

The placement, use, maintenance and testing of portable fire extinguishers provided for use by employees within workplace buildings or structures are regulated by OSHA under 29 CFR 1910.157. These standards require that portable fire extinguishers be placed within 75 feet or less for Class A and Class D hazards; 50 feet or less for Class B hazards and on the basis of the appropriate pattern for the existing Class C hazards.

Power-Operated Hand Tools

The type and use of electric power operated tools is regulated by OSHA under 29 CFR 1910.244 Subparts B and K.

Powered Industrial Trucks/Mobile Equipment

Power Industrial Trucks and mobile equipment is regulated by OSHA under 29 CFR 1910 Subpart N. Safety requirements for mobile equipment including forklifts, industrial trucks, and other industrial mobile equipment are required to meet American National Standards Institute (ANSI) standards. Operators are required to complete training on all mobile equipment, and are to be re-trained every three years. All operators must complete a training course and field operations test. A verification card should be issued to the operators. Inspection is required each shift daily or prior to each use if less often. An inspection log should be created and kept on the vehicle.

Respiratory Protection

Respiratory protection is regulated by OSHA under 29 CFR 1910.134. This standard provides guidelines on the types of respiratory equipment, medical requirements, program documentation, and good housekeeping practices.

Safety for Agricultural Equipment

Safety for Agricultural equipment is regulated by OSHA under 29 CFR 1928.57 Subpart D. These standards apply to the OSHA standards required for guarding of farm equipment. They include Power take-off shafts, tractors and heavy machinery

Walking and Working Surfaces

Walking and working surfaces are regulated by OSHA under 29 CFR 1910 Subpart D. These standards provide general physical conditions of structures for access, work spaces and work areas.



BioTrackTHC
The Only Seed To Sale Solution

3101 N. Federal Highway

Suite 400

Fort Lauderdale, FL 33306

June 12, 2015

Doug Watson
Costa Farms
21800 SW 162ND Ave.
Miami, FL 33170

Dear Doug,

BioTrackTHC™ provides effective cutting edge technology solutions for the emerging legal marijuana industry that (1) prevents product theft; (2) assists business owners with running their cultivating, packaging, and retail operations more profitably and to better comply with the law; (3) all without leaving sensitive business and consumer data vulnerable in the cloud. Specifically, BioTrackTHC™ is the industry's only true seed to sale software system with enterprise resource planning, complete inventory tracking, pointofsale, marketing, financial reporting and regulatory compliance features. And because it is a server based system with advanced security features, customers can rest assured that no one, not even the BioTrackTHC™ team can access their business or consumer information without their permission. This document confirms BioTrackTHC™'s intentions to enter into a formal agreement with Costa Farms to provide software solutions guaranteed to meet the Florida Department of Health reporting, regulation, and compliance guidelines for medical marijuana producer facilities in the event that you obtain an authorized license. We appreciate your consideration of BioTrackTHC™ and look forward to assisting you in your efforts to secure a license. BioTrackTHC™ is eager to enter into a software solution agreement with you upon your secured license.

Moe Afaneh
Chief Operating Officer

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Dear Costa Nursery Farms LLC,

BioTrackTHC™ provides effective cutting edge technology solutions for the emerging legal marijuana industry that (1) prevents product theft; (2) assists business owners with running their cultivating, packaging, and retail operations more profitably and to better comply with the law; (3) all without leaving sensitive business and consumer data vulnerable in the cloud. Specifically, BioTrackTHC™ is the industry's only true seed to sale software system with enterprise resource planning, complete inventory tracking, pointofsale, marketing, financial reporting and regulatory compliance features. And because it is a server based system with advanced security features, customers can rest assured that no one, not even the BioTrackTHC™ team can access their business or consumer information without their permission. This document confirms BioTrackTHC™'s intentions to enter into a formal agreement with Costa Nursery Farms, LLC to provide software solutions guaranteed to meet the Florida Department of Health reporting, regulation, and compliance guidelines for medical marijuana producer facilities in the event that you obtain an authorized license. We appreciate your consideration of BioTrackTHC™ and look forward to assisting you in your efforts to secure a license. BioTrackTHC™ is eager to enter into a software solution agreement with you upon your secured license

Patrick Vo
Chief Operating Officer

Company Profile

BioTrackTHC™ was formed in 2007 with the goal of developing software solutions that advance public safety in the medical industry by preventing prescription drug fraud and drug diversion. To that end, BioTrackTHC™ created biometric based technologies that provide transparent patient access to treatment and medication. The development of biometric medical software technologies led to securing two U.S. technology patents (US 8,086,720 & US 8,335,697) and a Canadian patent (CA 2,715,969). Further BioTrackTHC™ software has undergone the rigorous SAS 70 internal controls technology audit. Our hands on experience in the industry have led to our consulting and developing systems for the Drug Enforcement Agency (DEA) and the High Intensity Drug Trafficking Area (HIDTA) Program.

Most recently, BioTrackTHC™ was contracted by the State of Washington for the first legal marijuana state monitoring and inventory tracking system in the United States. Development and implementation for the State of Washington traceability system was completed ahead of schedule. From our experience and understanding of governmental regulations, in 2010 we went on to shift our focus and create and develop the premier commercial seed-to-sale tracking software solution tailored specifically to meet the unique needs of a government regulated industry BioTrackTHC™ was developed specifically for marijuana tracking and is the only seed-to-sale software vetted by a

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government agency. BioTrackTHC™ is both robust, secure, and feature rich enough to be the complete solution for cultivators, processors, and retailers in over 1,100 locations in 18 states, the District of Columbia, and Canada. For over four years we have expanded our footing in the industry by continuing to support governmental agencies by adapting and providing software enhancements that guarantee state specific compliance of BioTrackTHC™ clients. Our software allows users to easily remain transparent and accountable by maintaining accurate real-time data and sound reporting through an unbreakable audit chain that can easily track the full lifecycle of legal marijuana from production, testing, transportation, destruction, and sale. To date over 400 million grams of marijuana have been traced from seed-to-sale through BioTrackTHC™ applications.

Collaborative Clinical Research Alliance Program

BioTrackTHC™ has formed a Collaborative Clinical Development Alliance to help facilitate an easy web patient interface for collecting actionable follow up data related to the ever-evolving cannabis industry. BioTrackTHC™ has created iKush.com, the first real-time direct to patient web portal for easily locating cannabis dispensing facilities with accurate inventory levels. After a patient is associated and validated by the respective dispensing facility, iKush allows the patient a simplified way to research and pre-order medical cannabis.

Patients will be associated with a specific dispensary and must be authorized by the dispensary in order to participate. Each patient will have their own iKush dashboard upon logging into the website. The dashboard will display patient history with easy to use patient information collection forms. These collection forms will create the foundation for unheralded insight into the long term effects of medicinal cannabis. Our intentions are to continue to evolve and grow with Minnesota Medical Solutions while continuing to lead the industry. The required data collection points will produce actionable intelligence creating the first real time patient management platform for the cannabis industry. BioTrackTHC™ is fully HIPAA compliant and has undergone strict SAS 70 DEA certification. Our commitment to excellence, transparency, and accountability are part of our core fundamental infrastructure.

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BioTrackTHC has compiled this precise support document to satisfy The State of Florida Compassionate Medical Cannabis Act of 2014 (Senate Bill 1030)

This document confirms BioTrackTHC's intentions to enter into a formal agreement with Costa Nursery Farms, LLC to provide software solutions guaranteed to meet the State of Florida Department of Health Office of Compassionate Use requirements for a Low-THC Cannabis Dispensing Organization should you obtain an authorized license.

We appreciate your consideration of BioTrackTHC and look forward to assisting you in your efforts to secure a license. BioTrackTHC is eager to enter into a software solution agreement with you upon your secured license.

Florida Application Support Document

Please attach the documentation that provides the information listed in Rule 64-4.002 including (when appropriate) the name, position, and resume' of the employee(s) who provides the knowledge or experience explained for each item shown below:

A. Cultivation (30%)

1. Technical Ability (4.002(2)(a)) [25%]

j: Experience with tracking each plant in a harvest

BioTrackTHC's Cultivation Management System offers users with a unique solution that tracks every level of the growth process from cultivation to distribution. Every plant, seed or clone is assigned a unique non-repeatable 16 digit barcode number. Once the flower is batched after being harvested, each batch is given a new barcode while still being associated with the original source barcode. Every batch of product is separated in the inventory control module by the individual barcode for complete accountability and recall protocol. BioTrackTHC technology allows growers to assign plants into multiple rooms, giving coordination and direct view of the entire cultivation facility. Users can access the Plant Derivatives Pedigree feature to run a report on any plant, batch, plant derivative, or product, providing full visibility of plant information for regulatory agencies.

m: Experience with recalls

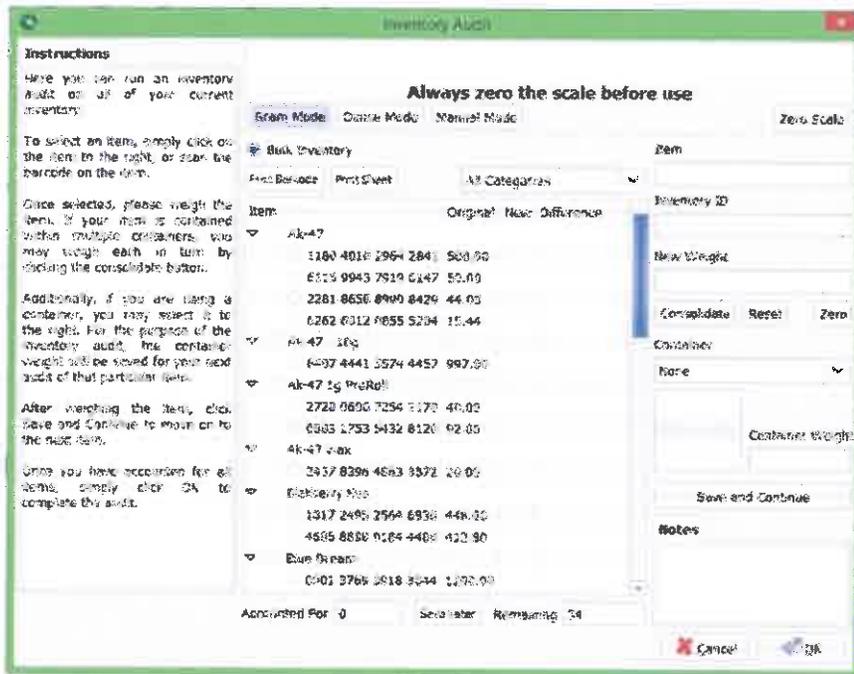
BioTrackTHC™ enables the business to collect, store, and retrieve all data and activity. All inventory records, patient records, recall reports, sales/transaction records, product disposal records, and all scanned documents can be accessed at any time (real time), either in-system or through the report creation tool. Though system actions

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can be adjusted or voided, at no time is any data ever fully deleted as BioTrackTHC™ maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for the DOH during an inspection or at their request. The Plant/Inventory Historical Report has the ability to trace the source plants for a given product, any flower or byproducts created from those plants as well as any wholesale or retail sale with the contact information for each person it was sold to. This report tracks every gram contained in a batch, including but not limited to all products derived from the plant, the contact information for the purchaser, and all vendor information and transport logs.



Inventory Audit

Always zero the scale before use

Scan Mode: Scan Mode: Manual Mode: Zero Scale

Bulk Inventory

Find Barcode: Print Sheet: All Categories:

Item	Original	New Difference
AK-47	1180 4016 2964 2841 560.00	6119 9943 7919 6147 50.00
	2281 8656 8990 8429 44.00	0262 6312 6855 5204 15.44
AK-47 10g	6297 4441 3574 4457 997.00	
AK-47 1g PreRoll	2720 0600 7254 1170 40.00	0505 1793 5432 8120 62.00
AK-47 4pk	2437 8390 4663 3372 20.00	
BlackBerry 10g	1317 2490 2564 6930 448.00	4595 8630 0164 4408 410.00
Blueberry	0101 3766 3818 3044 1200.00	

Accounted For: 0 Scale: 0 Remaining: 34

Buttons: Cancel, OK

In the event of a recall, permitted users can quickly pull reports of all products and transactions associated with a specific plant(s), batch or strain. Within the system the licensed entity will be able to quickly and easily find the remaining product, the locations (i.e. patients) delivered to as well as all sources and derivatives of the product. Once the affected individuals have been identified, because the individual contact preferences have already been logged, timely communication is accessible. BioTrackTHC™ also provides a method of sending SMS(text) message or emails, which can even be targeted to just the patients who've purchased a specific product within a given time period, (all at no cost or SMS usage rates to the patients).



Instructions

To process a refund, please select the items the customer is returning to the right. If you wish to refund any of the items, please check the box under the heading Refund.

The total amount of the refund will appear in the Total box below.

The refund method will also appear in the dropdown to the right. If there were multiple payment methods for the sale, you may select which method you would like to refund the original items to.

When you are ready to process the refund, please click OK.

Items

Product	Quantity	Price	Tax	Total	Refund
Raw papers	1	2.92	0.21	2.79	<input checked="" type="checkbox"/> Yes
Blackberry Kush	3.00	17.61	1.48	19.29	<input checked="" type="checkbox"/> Yes

Payments

Method	Amount
Cash	22.52

Total: Method: Cash

2. Infrastructure (4.002(2)(e)) [25%]

- a. Vehicles that will be used to transport product among cultivating, processing, and dispensing facilities;

Transportation manifests are featured in the system to monitor turn-by-turn directions and provide an estimated route time. The entire logistics process is tracked, permitting the surveillance of every order from door to door. The transporter establishes a set route that can be viewed by authorized users. Way-points can be generated just in case the transporter places an audit on the shipment midway through the transport.

- b. Communication systems;

BioTrackTHC™ has messaging and email capabilities within the system. This allows managers and employees to communicate with one another without having to open another program or use their cellphones. A manager can send a task list to an employee that is viewable on the same screen where they are inputting data or performing any function within the system.

3. Premises, Resources, Personnel (4.002(2)(c)) [25%]

- g. Back-up systems for all cultivation systems;

BioTrackTHC enables the business to collect, store, and retrieve all data and activity -- with respect to inventory records, inventory-tracking records, supplier records, patient records, client-records, employee records, recall reports, quarantine and waste reporting, sales/transaction records, disposal records, and all scanned documents -- at any time (real time), either in-system or through the report creation tool. Though system actions can be adjusted or voided, at no time is any data ever fully deleted as BioTrackTHC™ maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for the DOH during an inspection or at their request.

4. Accountability (4.002(2)(d)) [25%]

- c. Diversion and trafficking prevention procedures;
- d. A facility emergency management plan;
- e. System for tracking low-THC source plant material throughout cultivation;
- f. Inventory control system for low-THC cannabis;

Upon propagation, BioTrackTHC™ automatically assigns a globally unique non-repeatable 16-digit barcode number to every plant. This barcode follows the plant through its entire product life cycle. The system will also track the precise location of every given plant within a designated room, bed or plant table using an 'abc, 123' grid base. Throughout the production process, the licensed producer may enter production notes into the plant-specific inventory record (i.e. events or any required notations that do not currently have pre-defined fields within the system). Upon harvest the system will batch designated plants together and assign a unique barcode to the collection, although the plants are grouped together during the harvest the individual plant barcodes are associated and cataloged within the batch inventory details. All flower, waste, sugar leaf, and other material will be collected, measured and associated appropriately to the original plant barcodes. These weights are also entered using vertically integrated scales to diminish the possibility of human error or manual manipulation. The system can also record both the wet and dry weights of flower material to track moisture loss percentages. The product can be notated and sampled at this juncture for testing purposes. Once testing results are retrieved, they can be directly associated with the product batches.

- g. Policies and procedures for recordkeeping;
- h. Methods of screening and monitoring employees;

The system prevents unauthorized system access or actions via user PIN, fingerprint scan, or username and password. Every system action records not only the effect of the action, but a timestamp and the identity of



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the system user performing the action, providing a full auditable trail that is retrievable at any time, and may be produced in BioTrackTHC's reporting tool (e.g., Forensics Report). These accountability features enable a user to identify the reasons behind any discrepancies, should any unexplainable material losses occur.

- i. Personnel qualifications and experience with chain of custody or other tracking mechanisms;
- l. Waste disposal plan; and

BioTrackTHC's inventory management tools track unusable marijuana (e.g., outdated, damaged, deteriorated, mislabeled, or contaminated) and marijuana waste by weight and barcode throughout every phase of cannabis production as well as returns and recalls in the retail phase. Upon destruction, the system can generate a destruction report. The system also allows for the electronic authentication of the witnesses to the destruction through either a four-digit pin number or a biometric scan. To clarify, BioTrackTHC does not simply delete the data related to the waste; rather, the system evidences the lifecycle of every original plant barcode with an auditable trail to either retail sale or verified destruction.

- m. Access to specialized resources or expertise regarding data collection, security, and tracking.

BioTrackTHC Inventory Management System offers users with a unique solution that tracks every level of the growth process from cultivation to distribution. Every plant, seed or clone is assigned a unique non-repeatable 16 digit barcode number. Once the flower is batched after being harvested, each batch is given a new barcode while still being associated with the original source barcode. Every batch of product is separated in the inventory control module by the individual barcode for complete accountability and recall protocol. BioTrackTHC technology allows the producer to monitor differentiations in the growth process by entering production notes or information that doesn't have pre-defined fields within the software. The real-time feature tracks any data changes made to the system, the person responsible for making the changes and the time it was made.

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Waste

Location	Room	Inventory type	User	Date	Quantity
"Grow"House	Drying Room	Stems	gwalorski	06/11/2014 02:18 PM	500.00
"Grow"House	Flowering	Trim	gwalorski	06/11/2014 02:19 PM	250.00
"Grow"House	Drying Room	Stems	gwalorski	06/13/2014 12:01 PM	400.00
"Grow"House	Flowering	Vegetation Trim	gwalorski	06/13/2014 12:02 PM	1000.00
"Grow"House	Drying Room	Sugar Leaf	gwalorski	06/13/2014 01:28 PM	400.00
"Grow"House	Drying Room	Stems	gwalorski	06/13/2014 01:29 PM	400.00
"Grow"House	Flowering	Trim	gwalorski	06/13/2014 01:30 PM	1000.00
"Grow"House	Drying Room	Sugar Leaf	gwalorski	06/19/2014 02:52 PM	700.00
"Grow"House	Drying Room	Stems	gwalorski	06/19/2014 02:54 PM	700.00
"Grow"House	Flowering	Trim	gwalorski	06/19/2014 02:55 PM	400.00

Notes Strain Notes Additives

Individual Note

Group Note

Date	Phase	User	Subject
08/05/2014	Flowering	gwalorski	watered the room
08/28/2014	Flowering	gwalorski	Watered the room

Watered the room

New

Save

Every step of the supply chain is tracked with real-time solutions. The inventory conversion features are fully tracked and documented by the Inventory Forensics Report, dispensed logs and Sales Reports. Once the product is selected for distribution, it is priced and sold to a patient using the customer point-of-sale screen within the system. BioTrackTHC enables the business to collect, store, and retrieve all data and activity. All inventory records, patient records, recall reports, sales/transaction records, product disposal records, and all scanned documents can be accessed at any time (real time), either in-system or through the report creation tool. Though system actions can be adjusted or voided, at no time is any data ever fully deleted as BioTrackTHC maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed.

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The availability and report ability of the system data enables the said entity to produce any information necessary for an inspection.

BioTrackTHC™ can adjust inventory and always requires a reason for removal when utilizing the inventory adjustment feature. Product in need of quarantine can be separated from bulk and placed in the designated area. Inventory destruction can be initiated through the system requiring documentation of destruction purpose and/or approved method as well as the employee performing the action. Although the inventory can be adjusted or voided, at no time is any data ever fully deleted as BioTrackTHC™ maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for the DOH during an inspection or at their request.

B. Processing (30%)

2. Infrastructure (4.002(2)(e)) [25%]

a. Vehicles that will be used to transport product among cultivating, processing, and dispensing facilities;

Transportation manifests are featured in the system to monitor turn-by-turn directions and provide an estimated route time. The entire logistics process is tracked, permitting the surveillance of every order from door to door. The transporter establishes a set route that can be viewed by authorized users. Way-points can be generated just in case the transporter places an audit on the shipment midway through the transport.

Transport documentation provides the following:

1. employee identity and badge number
2. vehicle vin number
3. time stamped batch/lot number
4. total quantity being transported

3. Premises, Resources, Personnel (4.002(2)(c)) [25%]

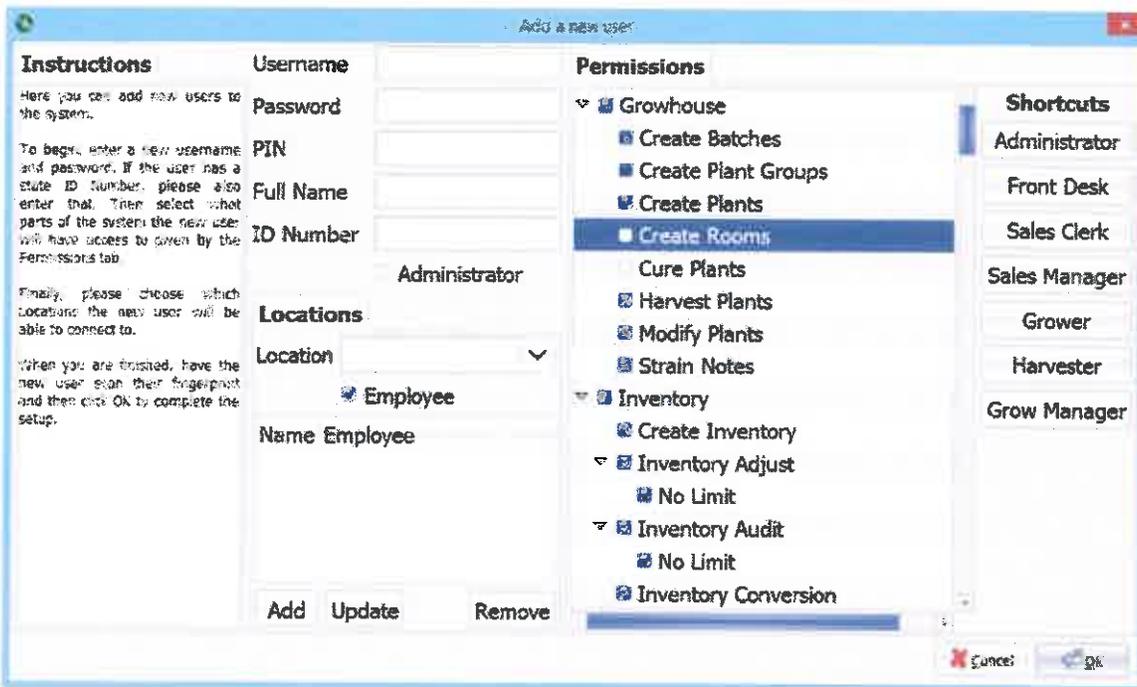
f. Back-up systems for all processing systems;

g. Description of the areas proposed for the processing of Derivative Products, including the following:

- vi. Computer systems and software; and

BioTrackTHC has the inclusive capability to track all measureable aspects of a marijuana plant. In addition to the literal weights of the cannabis, the system can associate 'usable marijuana' quantities with any created infused marijuana products. The system's product conversion tools enable the quantities of usable marijuana as well as associated conversion wastes to be tracked with ease. This ensures that whether the plants and/or plant products are in their relative cultivation or processing phases, they can be fully accounted for and tracked.

The system can adjust inventory and always require a reason for removal when utilizing the inventory adjustment feature, also it has an auditing feature that can be used to track loss of product due to diversion or theft.



Instructions
Here you can add new users to the system.
To begin, enter a new username and password. If the user has a state ID number, please also enter that. Then select what parts of the system the new user will have access to given by the Permissions tab.
Finally, please choose which Location the new user will be able to connect to.
When you are finished, have the new user scan their fingerprint and then click OK to complete the setup.

Username
Password
PIN
Full Name
ID Number
Administrator

Locations
Location
Employee
Name Employee

Permissions

- Growhouse
 - Create Batches
 - Create Plant Groups
 - Create Plants
 - Create Rooms
 - Cure Plants
 - Harvest Plants
 - Modify Plants
 - Strain Notes
- Inventory
 - Create Inventory
 - Inventory Adjust
 - No Limit
 - Inventory Audit
 - No Limit
 - Inventory Conversion

Shortcuts
Administrator
Front Desk
Sales Clerk
Sales Manager
Grower
Harvester
Grow Manager

Add Update Remove Cancel OK



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4. Accountability (4.002(2)(d)) [25%]

- c. Diversion and trafficking prevention procedures for the processing facilities;
- e. System for tracking low-THC source plant material throughout processing;
- f. Inventory control system for low-THC cannabis and Derivative Products;
- g. Policies and procedures for recordkeeping;
- j. Methods of screening and monitoring employees;

Every step of the supply chain is tracked with real-time solutions. The inventory conversion features are fully tracked and documented by the Inventory Forensics Report, dispensed logs and Sales Reports. Once the product is selected for distribution, it is priced and sold to a patient using the customer point-of-sale screen within the system. BioTrackTHC enables the business to collect, store, and retrieve all data and activity. All inventory records, patient records, recall reports, sales/transaction records, product disposal records, and all scanned documents can be accessed at any time (real time), either in-system or through the report creation tool. Though system actions can be adjusted or voided, at no time is any data ever fully deleted as BioTrackTHC maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for an inspection.

C. Dispensing (15%)

1. Technical Ability (4.002(2)(a)) [25%]

- d. Experience gathering and managing data, i.e. data on patient reactions to products dispensed;
- g. Training programs for employees addressing:
 - i. The Health Insurance Portability and Accountability Act (HIPAA);

BioTrackTHC™ is a secured program that is password protected and also can be set for Biometric Fingerprint scanning to ensure only authorized personnel will be able to access secure documentation within the system. All the information is stored on a local server that is firewall protected from any outside presence.

Our intentions are to continue to evolve and grow with the FL DOH while continuing to lead the industry. The required data collection points will produce actionable intelligence creating the first real time patient management platform for the cannabis industry. BioTrackTHC™ is fully HIPAA compliant and has undergone strict SAS 70

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DEA certification. Our commitment to excellence, transparency, and accountability are part of our core fundamental infrastructure.

2. Infrastructure (4.002(2)(e)) [25%]

d. A HIPAA compliant computer network utilized by all facilities;

BioTrackTHC™ is fully HIPAA compliant and has undergone strict SAS 70 DEA certification. Our commitment to excellence, transparency, and accountability are part of our core fundamental infrastructure. The system is a secured program that is password protected and also can be set for Biometric Fingerprint scanning to ensure only authorized personnel will be able to access secure documentation within the system. All the information is stored on a local server that is firewall protected from any outside presence.

e. Vehicles that will be used to transport product among cultivating, processing, and dispensing facilities;

BioTrackTHC™ allows for the creation of a Transport Manifests clearly displaying vendor and transferee information. The manifest can be created in advance and sent to the DOH, law enforcement and distribution site. The manifest will include the driver and license information, vehicle identification number (VIN), origin and destination registration numbers and itemized shipment list. The itemized shipment list contains a detailed record of the plants and/or plant materials in transit. This continues the unique barcode number showing the unbroken chain of custody and transparency. Manifests can also include turn by turn directions and an estimated route time ensuring maximum transparency, diversion and accountability. The manifests provided also contain signature lines creating another level of accountability confirming proper receipt has occurred. This information can be maintained, verified and scanned directly into the BioTrackTHC™ system for clerical preservation. The manifest is archived within the system and can be quickly made available upon request by the commissioner or law enforcement.

g. Hours of operation of each dispensing facility; and

Within BioTrackTHC™ there are numerous sales and inventory reports that can identify the exact time a sale was made, the items dispensed and the employee that made the transaction. Additionally BioTrackTHC™ requires that each patient be added to the system with all relevant information before a sale can be made. This information includes the quantity that that patient is allowed to purchase. Patient sales amounts can be automatically set within the system to prevent any transaction outside of permitted limits. The time sales occur can be set in the system to prevent sales outside of hours of operation.

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3. Premises, Resources, Personnel (4.002(2)(c)) [25%]

f. Description of the methods proposed for the dispensing of Derivative Products, including the following:

i. Accessibility of dispensing facilities, e.g., centrally located to several populated areas, located on a main roadway, not in a high crime area, et cetera;

4. Accountability (4.002(2)(d)) [25%]

c. Diversion and trafficking prevention procedures for the dispensing facilities;

d. A facility emergency management plan for the dispensing facilities;

e. System for tracking Derivative Products throughout dispensing;

f. Inventory control system for Derivative Products;

BioTrackTHC™'s industry leading software was designed specifically for the medical cannabis industry. Every transaction is tracked via employee PIN or biometric fingerprint ensuring complete visibility and chain of custody. Every gram is tracked from seed to sale, recording the entire plant life cycle and who interacted with it at each step. The tracking continues through plant harvest and processing recording each part of the plant, be it flowers or byproducts to be broken down into extracts or oils. All transactions are archived for future reference ensuring complete security, traceability, and accountability.

While BioTrackTHC™ does not handle the physical processing of the plant material; it does track the plant, and plant material, through the process via the 16 digit non-repeatable barcode. Throughout processing, the system creates new 16 digit barcodes recording the transaction and linking to the previous code. This protocol is repeated at each processing transaction creating an unbroken record of the entire product cycle, from *seed to sale*. Processes, employees, and time stamps are recorded to the 16 digit identifier creating a detailed account of all plant interactions.

Instructions

Finally, please select the product you are converting this inventory to. If the product you are converting to is weighable (e.g. hash oil), you will need to weigh that now. If it is not (e.g. a joint), you can simply enter the quantity produced.

When you are done, simply click Finish to complete the process.

Inventory Conversion

90.00 g

Always zero the scale before

Gram Mode: Dune Mode: Manual Mode

#	Barcode	Product	Quantity	Grade
1	0265 2135 8719 0309	MX-1277 T RX-1153	OK	10

Question

You are converting to a non-weighable product and each new product will have a usable weight of 10.000 grams, which is significantly more than the default usable of 1.

Is that correct?

Yes No

Product	MX-1277 T RX-1153	Barcode	0846 4188 2285 1950	Print
Current Quantity	595.30 g	New Product	MX-1277 T RX-1153 < v	Auto-Print
Conversion Quantity	100.00 g	New Grade	< v	<input checked="" type="checkbox"/> Auto-Waste
New Product Quantity	10	Container	None < v	Serialize
		Container Weight		

Finalized end products and intermediate conversion products can be created through the system's inventory control module. These can be anything from, but not limited to, infused raw oils, edibles, concentrates or prepackaged flower. In addition to entering the product, the predetermined amounts of marijuana product within each individual item can be selected. Once entered into the system they will be available in a drop down of eligible conversions within the module itself. During the conversion the system will track the end quantities of the new product, associated waste, and even warn the employee if the suspected infusion quantity is below or exceeds the preselected amounts.

Inventory Audit

Product	Barcode	Old qty	New qty	Difference	Percent	Date
AK-47						
	0129 3807 1592 7867	626.00	626	0.00	0.00	09/16/2014 04
	9498 6908 4835 7565	1445.00	1445	0.00	0.00	09/16/2014 04
	0785 1262 5028 8317	1023.00	1023	0.00	0.00	09/16/2014 04
		3094	3094	0.00	0.00	
AK-47 14G PrePack						
	1765 6039 0269 5149	19.00	19	0.00	0.00	09/16/2014 04
	4263 4025 1220 5789	20.00	20	0.00	0.00	09/16/2014 04
	3219 0714 5137 3585	49.00	49	0.00	0.00	09/16/2014 04
		88	88	0.00	0.00	
AK-47 1G PrePack						
	8165 0818 7138 3716	109.00	109	0.00	0.00	09/16/2014 04
	8864 0848 3592 1099	98.00	98	0.00	0.00	09/16/2014 04
	8557 5634 2531 0431	86.00	86	0.00	0.00	09/16/2014 04
	6475 5090 8044 1748	70.00	70	0.00	0.00	09/16/2014 04
	3980 0831 9570 5042	50.00	50	0.00	0.00	09/16/2014 04
	6907 4877 8047 7931	200.00	200	0.00	0.00	09/16/2014 04
	5666 8886 6878 1019	100.00	100	0.00	0.00	09/16/2014 04
	3245 5163 4101 4937	79.00	79	0.00	0.00	09/16/2014 04

Every new conversion is given a new non-repeatable barcode; however it can be easily hierarchically and chronologically linked with the preceding product state. Sublotting batches will also generate additional barcodes; however the previous barcodes as well as any previously associated testing and notation information will still be readily available.

The aforementioned information can be found in both the system's inventory conversion report and inventory forensics report.

BioTrackTHC has the inclusive capabilities to track all measurable aspects of a marijuana plant. In addition to the literal weights of the cannabis, the system can associate 'usable marijuana' quantities with any created infused marijuana products. The system's product conversion tools enable the quantities of usable marijuana as well as associated conversion wastes to be tracked with ease. This ensures that whether the plants and/or plant products are in their relative cultivation or processing phases, they can be fully accounted for and tracked.

g. Policies and procedures for recordkeeping;



3101 N. Federal Highway

Suite 400

Fort Lauderdale, FL 33306

BioTrackTHC™ enables the business to collect, store, and retrieve all data and activity. All inventory records, patient records, recall reports, sales/transaction records, product disposal records, and all scanned documents can be accessed at any time (real time), either in-system or through the report creation tool. Though system actions can be adjusted or voided, at no time is any data ever fully deleted as BioTrackTHC™ maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed. The availability and report ability of the system data enables the said entity to produce any information necessary for an inspection.

h. Methods of screening and monitoring employees;

BioTrackTHC™ records every plant transaction with an employee PIN or biometric fingerprint scan. Furthermore, the system allows for employee-specific customizable permissions allowing for several layers of added security. This ensures that only specific employees are granted access to permissions such as receiving new inventory, product processing or plant propagation. In reference to internal diversion, the vertical hardware integration with the scales, scanners, barcodes and labels will streamline all processes and diminish the chances of human error or manipulation. Inventory audit logs are also available in the event a discrepancy arises anywhere in the purchase order, transportation or vendor intake process. These reports can be filtered by employee, date, vendor, purchase order, product, or plant for complete transparency and accountability. In addition there is an inventory forensics log that will show every inventory action performed. It is so detailed in fact that unless it is filtered by action, product or date range the information becomes too overwhelming for the average person. When every gram of product is accounted for, all invested parties can rest easy.

Robust

Feature-Rich

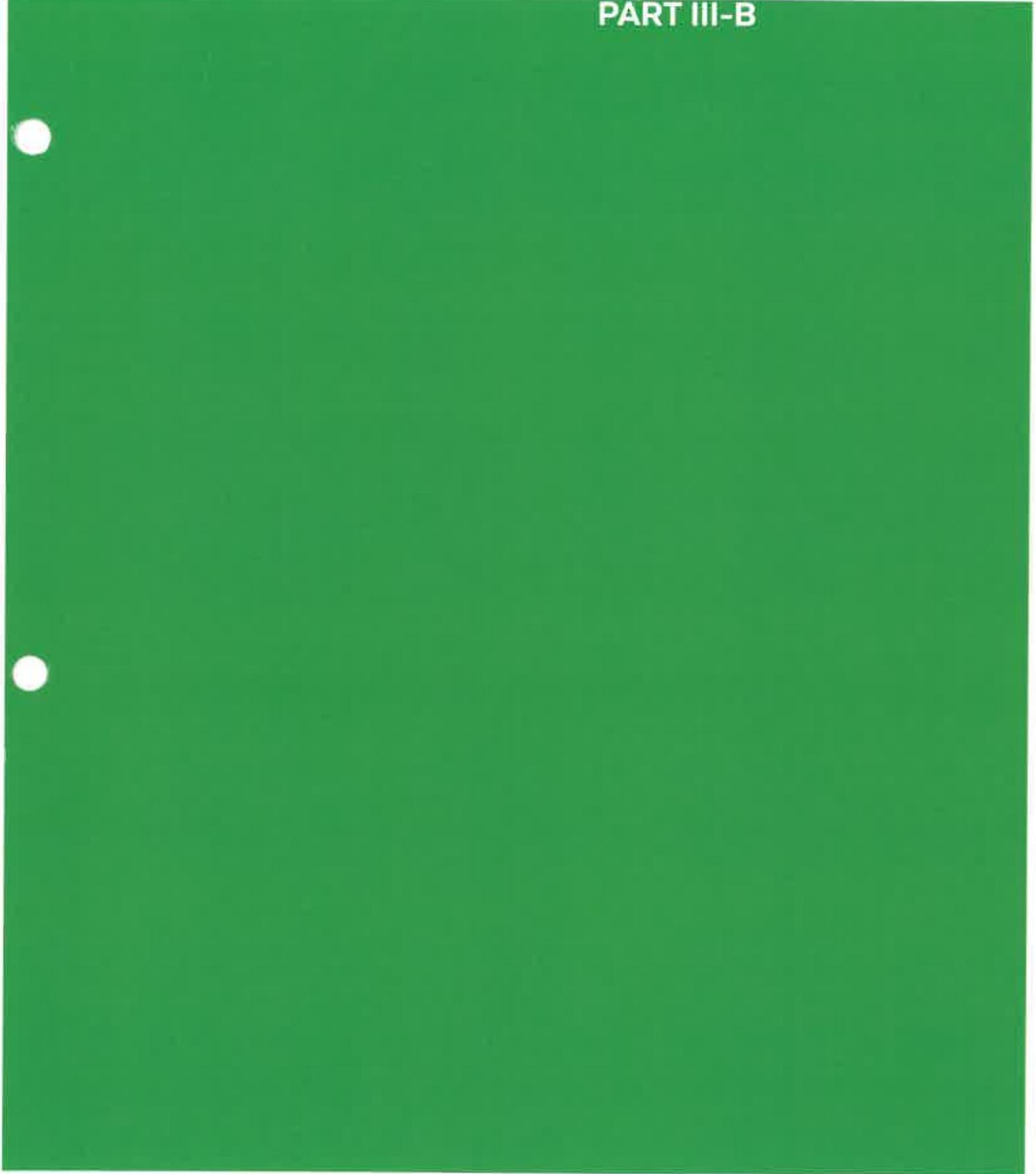
Secure

Inventory Forensics Report

Name	Inventory id	Location	Previous quantity	New quantity
AK-47	0129 3807 1592 7867	"Grow" Dispensary	626.00	626.00
		"Grow" Dispensary	626.00	626.00
AK-47	0785 1262 5028 8317	"Grow" Dispensary	1051.00	1037.00
		"Grow" Dispensary	1051.00	1037.00
Acapulco Gold	0807 4387 4280 7830	"Grow" Dispensary	1620.00	1620.00
		"Grow" Dispensary	1620.00	1620.00
Bananna Kush	0970 2042 5113 2514	"Grow" Dispensary	112.00	112.00
		"Grow" Dispensary	112.00	112.00

i. Personnel qualifications and experience with chain of custody or other tracking mechanisms;

BioTrackTHC has a biometric chain of custody module that logs every action in real time and the user who performed that action. BioTrackTHC has the ability to integrate with scales to deter employee theft and human error. Every action is time stamped which can be cross referenced with security cameras. All of these functions prevent diversion, abuse, and illegal or unauthorized conduct relating to medical marijuana.



Good Laboratory Practices – 40 CFR 160, 40 CFR 792**• Site Inspection**

- **(EPA, FDA)** A testing facility shall permit an authorized employee or duly designated representative of EPA or FDA, at reasonable times and in a reasonable manner, to inspect the facility and to inspect (and in the case of records also to copy) all records and specimens required to be maintained regarding studies to which this part applies. The records inspection and copying requirements should not apply to quality assurance unit records of findings and problems, or to actions recommended and taken, except that EPA may seek production of these records in litigation or formal adjudicatory hearings
- **(EPA)** EPA will not consider reliable for purposes of supporting an application for a research or marketing permit any data developed by a testing facility or sponsor that refuses to permit inspection in accordance with this part. The determination that a study will not be considered in support of an application for a research or marketing permit does not, however, relieve the applicant for such a permit of any obligation under any applicable statute or regulation to submit the results of the study to EPA
- **(FDA)** EPA will not consider reliable for purposes of showing that a chemical substance or mixture does not present a risk of injury to health or the environment any data developed by a testing facility or sponsor that refuses to permit inspection in accordance with this part. The determination that a study will not be considered reliable does not, however, relieve the sponsor of a required test of any obligation under any applicable statute or regulation to submit the results of the study to EPA
- **(FDA)** It is EPA's policy that all data developed under section 5 of TSCA be in accordance with provisions of this part. If data are not developed in accordance with the provisions of this part, EPA will consider such data insufficient to evaluate the health and environmental effects of the chemical substances unless the submitter provides additional information demonstrating that the data are reliable and adequate
- **(FDA)** Since a testing facility is a place where chemicals are stored or held, it is subject to inspection under section 11 of TSCA

• Facility

- **(EPA, FDA)** Each testing facility shall be of suitable size and construction to facilitate the proper conduct of studies. Testing facilities which are not located within an indoor controlled environment shall be of suitable location to facilitate the proper conduct of studies. Testing facilities shall be designed so that there is a degree of separation that will prevent any function or activity from having an adverse effect on the study
- **(EPA, FDA)** A testing facility shall have a sufficient number of animal rooms or other test system areas, as needed, to ensure: proper separation of species or test systems, isolation of individual projects, quarantine or isolation of animals or other test systems, and routine or specialized housing of animals or other test systems
- **(EPA, FDA)** A testing facility shall have a number of animal rooms or other test system areas separate from those described in paragraph (a) of this section to ensure isolation

of studies being done with test systems or test, control, and reference substances known to be bio-hazardous, including volatile substances, aerosols, radioactive materials, and infectious agents

- **(EPA, FDA)** Facilities shall have proper provisions for collection and disposal of contaminated water, soil, or other spent materials
- **(EPA, FDA)** Facilities shall have provisions to regulate environmental conditions (e.g., temperature, humidity, photoperiod) as specified in the protocol
- **(EPA, FDA)** As necessary to prevent contamination or mix-ups, there shall be separate areas for:
 - Receipt and storage of the test, control, and reference substances
 - Mixing of the test, control, and reference substances with a carrier, e.g., feed
- **(EPA, FDA)** Separate laboratory space and other space shall be provided, as needed, for the performance of the routine and specialized procedures required by studies
- **(EPA, FDA)** Space shall be provided for archives, limited to access by authorized personnel only, for the storage and retrieval of all raw data and specimens from completed studies
- **Personnel**
 - **(EPA, FDA)** Each individual engaged in the conduct of or responsible for the supervision of a study shall have education, training, and experience, or combination thereof, to enable that individual to perform the assigned functions
 - **(EPA, FDA)** Each testing facility shall maintain a current summary of training and experience and job description for each individual engaged in or supervising the conduct of a study
 - **(EPA, FDA)** Personnel shall take necessary personal sanitation and health precautions designed to avoid contamination of test, control, and reference substances and test systems
 - **(EPA, FDA)** Personnel engaged in a study shall wear clothing appropriate for the duties they perform. Such clothing shall be changed as often as necessary to prevent microbiological, radiological, or chemical contamination of test systems and test, control, and reference substances
 - **(EPA, FDA)** Any individual found at any time to have an illness that may adversely affect the quality and integrity of the study shall be excluded from direct contact with test systems, and test, control, and reference substances, and any other operation or function that may adversely affect the study until the condition is corrected. All personnel shall be instructed to report to their immediate supervisors any health or medical conditions that may reasonably be considered to have an adverse effect on a study
- **Quality Assurance (EPA)**
 - Assure that test, control, and reference substances or mixtures have been appropriately tested for identity, strength, purity, stability, and uniformity, as applicable
 - Assure that personnel, resources, facilities, equipment, materials and methodologies are available as scheduled

- Assure that personnel clearly understand the functions they are to perform
- Assure that any deviations from these regulations reported by the quality assurance unit are communicated to the study director and corrective actions are taken and documented
- **Job Duties**
 - **Study Director**
 - **(EPA, FDA)** Overall responsibility for the technical conduct of the study, as well as for the interpretation, analysis, documentation, and reporting of results, and represents the single point of study control
 - **(EPA, FDA)** All experimental data, including observations of unanticipated responses of the test system are accurately recorded and verified
 - **(EPA, FDA)** Unforeseen circumstances that may affect the quality and integrity of the study are noted when they occur, and corrective action is taken and documented
 - **(EPA, FDA)** All applicable good laboratory practice regulations are followed
 - **(EPA, FDA)** All raw data, documentation, protocols, specimens, and final reports are transferred to the archives during or at the close of the study
 - **Quality Assurance Team**
 - **(EPA, FDA)** A testing facility shall have a quality assurance unit which shall be responsible for monitoring each study to assure management that the facilities, equipment, personnel, methods, practices, records, and controls are in conformance with the regulations in this part. For any given study, the quality assurance unit shall be entirely separate from and independent of the personnel engaged in the direction and conduct of that study. The quality assurance unit shall conduct inspections and maintain records appropriate to the study
 - **(EPA, FDA)** Maintain a copy of a master schedule sheet of all studies conducted at the testing facility indexed by test substance, and containing the test system, nature of study, date study was initiated, current status of each study, identity of the sponsor, and name of the study director
 - **(EPA, FDA)** Maintain copies of all protocols pertaining to all studies for which the unit is responsible
 - **(EPA, FDA)** Inspect each study at intervals adequate to ensure the integrity of the study and maintain written and properly signed records of each periodic inspection showing the date of the inspection, the study inspected, the phase or segment of the study inspected, the person performing the inspection, findings and problems, action recommended and taken to resolve existing problems, and any scheduled date for re-inspection. Any problems which are likely to affect study integrity found during the course of an inspection shall be brought to the attention of the study director and management immediately
 - **(EPA, FDA)** Periodically submit to management and the study director written status reports on each study, noting any problems and the corrective actions taken

- **(EPA, FDA)** Determine that no deviations from approved protocols or standard operating procedures were made without proper authorization and documentation
 - **(EPA, FDA)** Review the final study report to assure that such report accurately describes the methods and standard operating procedures, and that the reported results accurately reflect the raw data of the study
 - **(EPA, FDA)** Prepare and sign a statement to be included with the final study report which shall specify the dates inspections were made and findings reported to management and to the study director
 - **(EPA, FDA)** The responsibilities and procedures applicable to the quality assurance unit, the records maintained by the quality assurance unit, and the method of indexing such records shall be in writing and shall be maintained. These items including inspection dates, the study inspected, the phase or segment of the study inspected, and the name of the individual performing the inspection shall be made available for inspection to authorized employees or duly designated representatives of EPA or FDA
 - **(EPA, FDA)** An authorized employee or a duly designated representative of EPA or FDA shall have access to the written procedures established for the inspection and may request testing facility management to certify that inspections are being implemented, performed, documented, and followed up in accordance with this paragraph
- **Equipment**
 - **(EPA, FDA)** Equipment used in the generation, measurement, or assessment of data and equipment used for facility environmental control shall be of appropriate design and adequate capacity to function according to the protocol and shall be suitably located for operation, inspection, cleaning, and maintenance
 - **(EPA, FDA)** Equipment shall be adequately inspected, cleaned, and maintained. Equipment used for the generation, measurement, or assessment of data shall be adequately tested, calibrated, and/or standardized
 - **(EPA, FDA)** The written standard operating procedures required under § 160.81(b)(11) (§ 792.81(b)(11), FDA)shall set forth in sufficient detail the methods, materials, and schedules to be used in the routine inspection, cleaning, maintenance, testing, calibration, and/ or standardization of equipment, and shall specify, when appropriate, remedial action to be taken in the event of failure or malfunction of equipment. The written standard operating procedures shall designate the person responsible for the performance of each operation
 - **(EPA, FDA)** Written records shall be maintained of all inspection, maintenance, testing, calibrating, and/or standardizing operations. These records, containing the dates of the operations, shall describe whether the maintenance operations were routine and followed the written standard operating procedures. Written records shall be kept of non-routine repairs performed on equipment as a result of failure and malfunction.

Such records shall document the nature of the defect, how and when the defect was discovered, and any remedial action taken in response to the defect

- **Standard Operating Procedures**

- **(EPA, FDA)** A testing facility shall have standard operating procedures in writing setting forth study methods that management is satisfied are adequate to insure the quality and integrity of the data generated in the course of a study. All deviations in a study from standard operating procedures shall be authorized by the study director and shall be documented in the raw data. Significant changes in established standard operating procedures shall be properly authorized in writing by management
- **(EPA, FDA)** Standard operating procedures shall be established for, but not limited to, the following
 - Test system area preparation
 - Test system care
 - Receipt, identification, storage, handling, mixing, and method of sampling of the test, control, and reference substances
 - Test system observations
 - Laboratory or other tests
 - Collection and identification of specimens
 - Data handling, storage and retrieval
 - Maintenance and calibration of equipment
- **(EPA, FDA)** Each laboratory or other study area shall have immediately available manuals and standard operating procedures relative to the laboratory or field procedures being performed. Published literature may be used as a supplement to standard operating procedures
- **(EPA, FDA)** A historical file of standard operating procedures, and all revisions thereof, including the dates of such revisions, shall be maintained

- **Reagents and Solutions**

- **(EPA, FDA)** All reagents and solutions in the laboratory areas shall be labeled to indicate identity, titer or concentration, storage requirements, and expiration date. Deteriorated or outdated reagents and solutions shall not be used

- **Test, control, and reference substance characterization**

- **(EPA, FDA)** The identity, strength, purity, and composition, or other characteristics which will appropriately define the test, control, or reference substance shall be determined for each batch and shall be documented before its use in a study. Methods of synthesis, fabrication, or derivation of the test, control, or reference substance shall be documented by the sponsor or the testing facility, and the location of such documentation shall be specified
- **(EPA, FDA)** When relevant to the conduct of the study the solubility of each test, control, or reference substance shall be determined by the testing facility or the sponsor before the experimental start date. The stability of the test, control, or reference substance shall be determined before the experimental start date or concomitantly

according to written standard operating procedures, which provide for periodic analysis of each batch

- **(EPA, FDA)** Each storage container for a test, control, or reference substance shall be labeled by name, chemical abstracts service number (CAS) or code number, batch number, expiration date, if any, and, where appropriate, storage conditions necessary to maintain the identity, strength, purity, and composition of the test, control, or reference substance. Storage containers shall be assigned to a particular test substance for the duration of the study
- **(FDA)** The stability of test, control, and reference substances under storage conditions at the test site shall be known for all studies
- **Test, control, and reference substance handling**
 - **(EPA, FDA)** Procedures shall be established for a system for the handling of the test, control, and reference substances to ensure that
 - There is proper storage
 - Distribution is made in a manner designed to preclude the possibility of contamination, deterioration, or damage
 - Proper identification is maintained throughout the distribution process
 - **(EPA, FDA)** For each test, control, or reference substance that is mixed with a carrier, tests by appropriate analytical methods shall be conducted:
 - To determine the uniformity of the mixture and to determine, periodically, the concentration of the test, control, or reference substance in the mixture
 - When relevant to the conduct of the study, to determine the solubility of each test, control, or reference substance in the mixture by the testing facility or the sponsor before the experimental start date
 - To determine the stability of the test, control, or reference substance in the mixture before the experimental start date or concomitantly according to written standard operating procedures, which provide for periodic analysis of each batch
 - **(EPA, FDA)** Where any of the components of the test, control, or reference substance carrier mixture has an expiration date, that date shall be clearly shown on the container. If more than one component has an expiration date, the earliest date shall be shown.
 - **(EPA, FDA)** If a vehicle is used to facilitate the mixing of a test substance with a carrier, assurance shall be provided that the vehicle does not interfere with the integrity of the test
- **Physical and chemical characterization studies**
 - **(EPA, FDA)** All provisions of the GLP standards shall apply to physical and chemical characterization studies designed to determine stability, solubility, octanol water partition coefficient, volatility, and persistence (such as biodegradation, photodegradation, and chemical degradation studies) of test, control, or reference substances
- **Storage and retrieval of records and data**

- **(EPA, FDA)** All raw data, documentation, records, protocols, specimens, and final reports generated as a result of a study shall be retained. Specimens obtained from mutagenicity tests, specimens of soil, water, and plants, and wet specimens of blood, urine, feces, and biological fluids, do not need to be retained after quality assurance verification. Correspondence and other documents relating to interpretation and evaluation of data, other than those documents contained in the final report, also shall be retained
- **(EPA)** There shall be archives for orderly storage and expedient retrieval of all raw data, documentation, protocols, specimens, and interim and final reports. Conditions of storage shall minimize deterioration of the documents or specimens in accordance with the requirements for the time period of their retention and the nature of the documents of specimens. A testing facility may contract with commercial archives to provide a repository for all material to be retained. Raw data and specimens may be retained elsewhere provided that the archives have specific reference to those other location
- **(EPA, FDA)** An individual shall be identified as responsible for the archives
- **(EPA, FDA)** Only authorized personnel shall enter the archives
- **(EPA, FDA)** Material retained or referred to in the archives shall be indexed to permit expedient retrieval
- **Retention of records**
 - **(EPA, FDA)** Record retention requirements set forth in this section do not supersede the record retention requirements of any other regulations in this subchapter
 - **(FDA)** Except as provided in paragraph (c) of this section, documentation records, raw data, and specimens pertaining to a study and required to be retained by this part shall be retained in the archive(s) for a period of at least ten years following the effective date of the applicable final test rule
 - **(FDA)** In the case of negotiated testing agreements, each agreement will contain a provision that, except as provided in paragraph (c) of this section, documentation records, raw data, and specimens pertaining to a study and required to be retained by this part shall be retained in the archive(s) for a period of at least ten years following the publication date of the acceptance of a negotiated test agreement
 - **(FDA)** In the case of testing submitted under section 5, except for those items listed in paragraph (c) of this section, documentation records, raw data, and specimens pertaining to a study and required to be retained by this part shall be retained in the archive(s) for a period of at least five years following the date on which the results of the study are submitted to the agency
 - **(FDA)** Wet specimens, samples of test, control, or reference substances, and specially prepared material which are relatively fragile and differ markedly in stability and quality during storage, shall be retained only as long as the quality of the preparation affords evaluation. Specimens obtained from mutagenicity tests, specimens of soil, water, and plants, and wet specimens of blood, urine, feces, biological fluids, do not need to be retained after quality assurance

verification. In no case shall retention be required for longer periods than those set forth in paragraph (b) of this section

- **(FDA)** The master schedule sheet, copies of protocols, and records of quality assurance inspections, as required by § 792.35(c) shall be maintained by the quality assurance unit as an easily accessible system of records for the period of time specified in paragraph (b) of this section
 - **(FDA)** Summaries of training and experience and job descriptions required to be maintained by § 792.29(b) may be retained along with all other testing facility employment records for the length of time specified in paragraph (b) of this section
 - **(FDA)** Records and reports of the maintenance and calibration and inspection of equipment, as required by § 792.63 (b) and (c), shall be retained for the length of time specified in paragraph (b) of this section.
 - **(FDA)** If a facility conducting testing or an archive contracting facility goes out of business, all raw data, documentation, and other material specified in this section shall be transferred to the archives of the sponsor of the study. The EPA shall be notified in writing of such a transfer
 - **(FDA)** Specimens, samples, or other non-documentary materials need not be retained after EPA has notified in writing the sponsor or testing facility holding the materials that retention is no longer required by EPA. Such notification normally will be furnished upon request after EPA or FDA has completed an audit of the particular study to which the materials relate and EPA has concluded that the study was conducted in accordance with this part
 - **(FDA)** Records required by this part may be retained either as original records or as true copies such as photocopies, microfilm, microfiche, or other accurate reproductions of the original records
- **(EPA)** Except as provided in paragraph (c) of this section, documentation records, raw data, and specimens pertaining to a study and required to be retained by this part shall be retained in the archive(s) for whichever of the following periods is longest:
- **(EPA)** In the case of any study used to support an application for a research or marketing permit approved by EPA, the period during which the sponsor holds any research or marketing permit to which the study is pertinent
 - **(EPA)** A period of at least 5 years following the date on which the results of the study are submitted to the EPA in support of an application for a research or marketing permit
 - **(EPA)** In other situations (e.g., where the study does not result in the submission of the study in support of an application for a research or marketing permit), a period of at least 2 years following the date on which the study is completed, terminated, or discontinued
 - **(EPA)** Wet specimens, samples of test, control, or reference substances, and specially prepared material which are relatively fragile and differ markedly in stability and quality during storage, shall be retained only as long as the quality

of the preparation affords evaluation. Specimens obtained from mutagenicity tests, specimens of soil, water, and plants, and wet specimens of blood, urine, feces, and biological fluids, do not need to be retained after quality assurance verification. In no case shall retention be required for longer periods than those set forth in paragraph (b) of this section

- **(EPA)** The master schedule sheet, copies of protocols, and records of quality assurance inspections, as required by § 160.35(c) shall be maintained by the quality assurance unit as an easily accessible system of records for the period of time specified in paragraph (b) of this section
 - **(EPA)** Summaries of training and experience and job descriptions required to be maintained by § 160.29(b) may be retained along with all other testing facility employment records for the length of time specified in paragraph (b) of this section
 - **(EPA)** Records and reports of the maintenance and calibration and inspection of equipment, as required by § 160.63 (b) and (c), shall be retained for the length of time specified in paragraph (b) of this section
 - **(EPA)** If a facility conducting testing or an archive contracting facility goes out of business, all raw data, documentation, and other material specified in this section shall be transferred to the archives of the sponsor of the study. The EPA shall be notified in writing of such a transfer
 - **(EPA)** Specimens, samples, or other non-documentary materials need not be retained after EPA has notified in writing the sponsor or testing facility holding the materials that retention is no longer required by EPA. Such notification normally will be furnished upon request after EPA or FDA has completed an audit of the particular study to which the materials relate and EPA has concluded that the study was conducted in accordance with this part
 - **(EPA)** Records required by this part may be retained either as original records or as true copies such as photocopies, microfilm, microfiche, or other accurate reproductions of the original records
- **Disqualification of Testing Facilities (FDA)**
 - The purposes of disqualification are:
 - To permit the exclusion from consideration of completed studies that were conducted by a testing facility which has failed to comply with the requirements of the good laboratory practice regulations until it can be demonstrated that such non-compliance did not occur during or did not affect the validity or acceptability of data generated by a particular study
 - To exclude from consideration all studies completed after the date of disqualification until the facility can satisfy the Commissioner that will conduct studies in compliance with such regulations
 - The determination that a non-clinical laboratory study may not be considered in support of an application for a research or marketing permit does not, however,

relieve the applicant for such a permit of any obligation under any applicable regulation to submit the results of the study to the FDA

- Grounds for disqualification
 - The testing facility failed to comply with one or more of the regulations set forth in this part of (or any other regulations regarding such facilities in this chapter)
 - The non-compliance adversely affected the validity of the non-clinical laboratory studies
 - Other lesser regulatory actions (e.g. warnings or rejection of individual studies) have not been or *will* probably not be adequate to achieve compliance with the good laboratory practice regulations

Aptar VP7 Oral Mucosal Spray



- Delivers an exact 100 microliter spray for accurate dosing
- Oral Mucosal delivery system allows for quicker conveyance into blood stream for faster relief
- Unique delivery mechanism allows for a range of precise cannabinoid mixtures (THC, CBD, CND, etc.) unobtainable from single plant strain
- Child Proof Marijuana Extract Packaging

Sublingual strips

Front

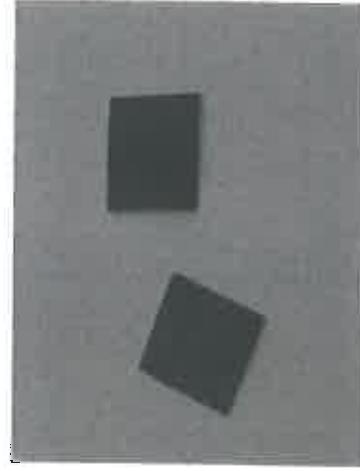


Back



- Sublingual strips allow for easy application of precise, predetermined dosages
- Strip is placed either under the tongue or between the cheek and gum and allowed to dissolve completely
- Delivery method allows for no mess application of product

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Drug Terminator Technical Description

The Drug Terminator is designed for safe and efficient disposal of prescription drugs and confiscated narcotics.

The drugs to be destroyed are fed into the incinerator using a special Easy-Feed Cartridge once a wood fire is built up inside the drum. An intense whirlwind of fire is created by the high velocity air blowers.

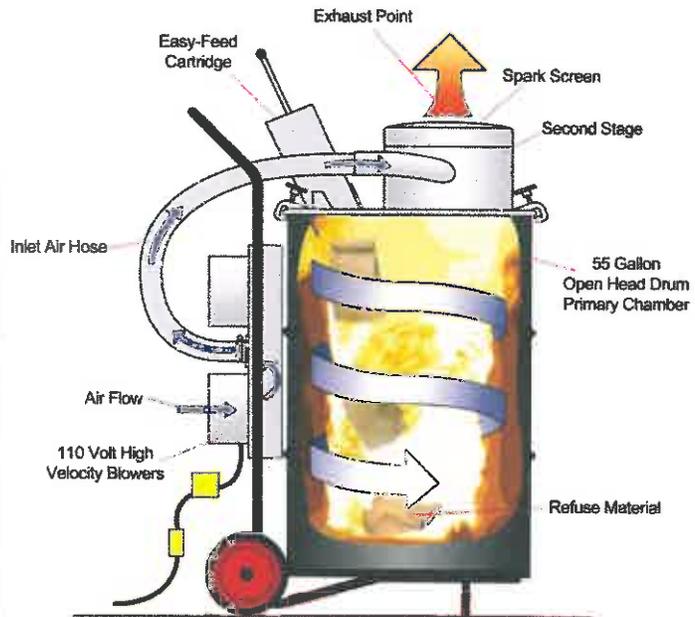


Specifications:

Construction:	Stainless Steel Lid Painted Tubular Steel Frame 2-Blowers, 120v standard (220v optional)
Height:	46 inch / 1.17m
Floor Space:	36 x 26 inch / 0.91 x 0.66m with drum
Average Burn Rate:	50 lbs/hr / 22kg/hr
Loader:	Easy-Feed Cartridge (included) used to inject drugs into the fire while unit is at incineration temperature.
Optional:	Open top drum (steel or stainless steel)
Power Consumption:	0.8 Kw/hr 14 amps start – 27 amps run (110v) 7 amps start – 14 amps run (220v) Recommend a 20 amp breaker

Drug Terminator Burns:

- Methamphetamines
- Cocaine
- Marijuana
- Opiates
- Ecstasy
- Heroin
- Paraphernalia
- Lab Materials
- Sterilizes Metal (needles, pipes, etc.)



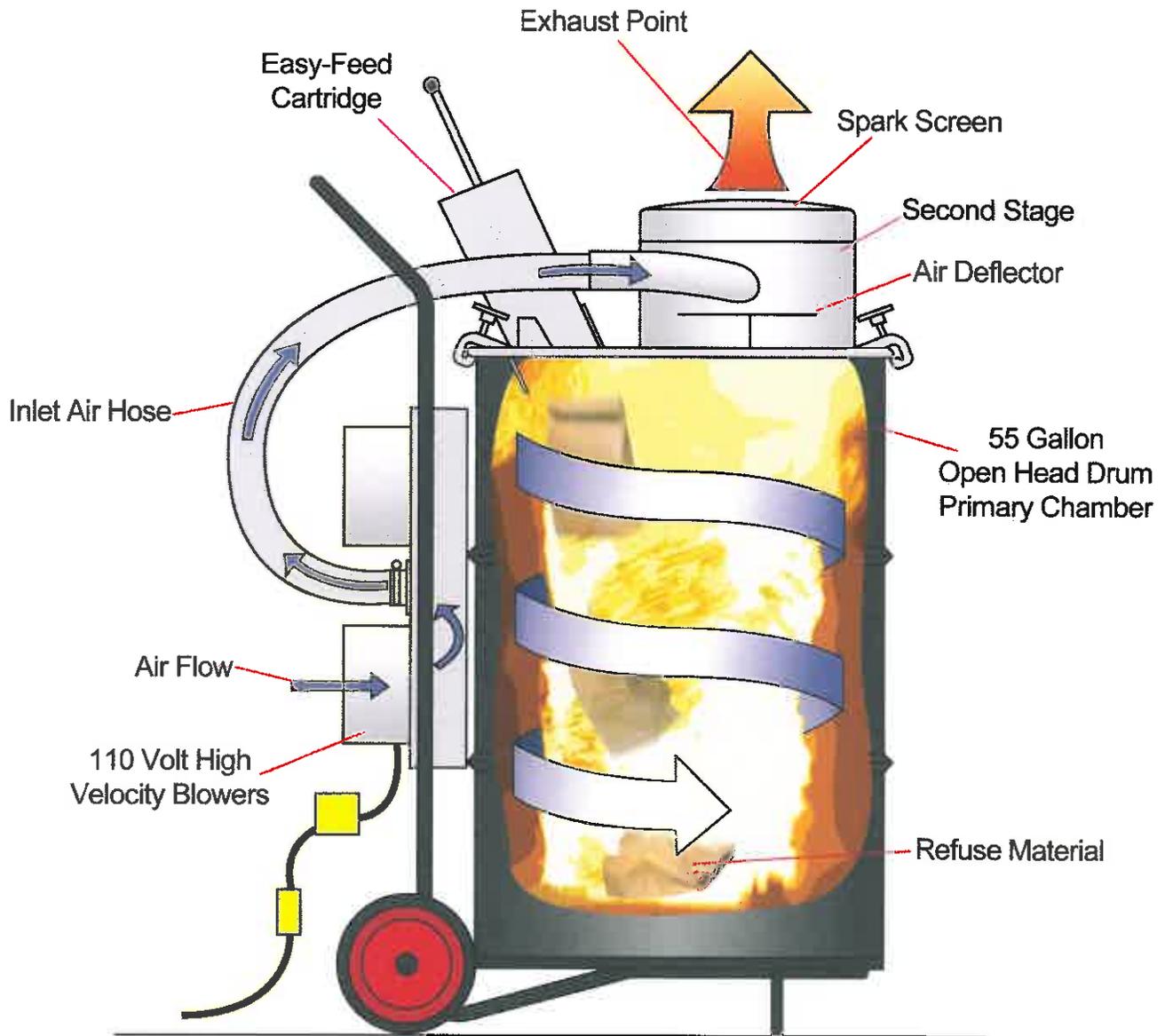
Standard Features;

- Heavy-duty machine spun 304 stainless steel lid & assembly
- AWS (American Welding Standard) quality welding
- Elevated stand (protects floors from heat)
- Internal manual shutter valve allowing fine adjustment of airflow
- Easily removable motor covers
- Quick access to air filters
- 330 stainless steel spark screen
- Cast iron stir port cover
- Four fast locking barrel clamps
- Stainless steel air feed hose with quick couplers
- Weather proof booted toggle switch
- Galvanized plenum and toolbox
- Wheels with brass bearings
- Automatic kill switch for no voltage or low voltage shutdown
- Rear mounted and shielded electric cord
- Shielded wheels and handle

Shipping Dimensions:

Drug Terminator with Drum: 30 x 37 x 54 inch / 0.76 x 0.94 x 1.37m
Weight: 250lbs / 113 kg assembled in wood crate with drum

Protected under U.S. Patent #6928935



Drug Terminator Customer List

Company	Country	State	Year
23rd Judicial District Drug Task Force	United States	TN	2010
Alachua County Sheriff's Office	United States	FL	2006
Alamosa Police Department	United States	CO	2008
Albany County Sheriff	United States	WY	2008
Allegheny County Police	United States	PA	2005
Anderson County Sheriff's Office	United States	SC	2005
Apache Junction Police Department	United States	AZ	2008
Arizona Department of Public Safety	United States	AZ	2007
Atlanta Police Department	United States	GA	2010
Auburn Hills Police Department	United States	MI	2008
Avon Police Department	United States	IN	2005
Aztec Police Department	United States	NM	2009
Baxter County Sheriffs Office	United States	AR	2010
Bella Vista Sheriff's Office	United States	AR	2006
Benton County	United States	AR	2009
Benton County Sheriffs Office	United States	AR	2010
Bexar County Sheriffs Office	United States	TX	2011
Blackhawk Police Department	United States	NV	2008
Bloomfield Police Department	United States	NM	2008
Borough of Baldwin Police Department	United States	PA	2010
Bradley County Sheriffs Office	United States	TN	2004
Bristol Police Department	United States	TN	2005
Brown County Drug Task Force	United States	WI	2009
Brownwood Police Department	United States	TX	2007
Bullhead City Police Department	United States	AZ	2008
Burbank Police Department	United States	IL	2005
Butler Co Sheriffs Dept	United States	OH	2006
Calhoun County Sheriff's Office	United States	AL	2008
California State University - NorthRidge	United States	CA	2006
Carmi Police Department	United States	IL	2005
Carson City Sheriffs Office	United States	NV	2008
Centralia Police Department	United States	WA	2010
Chatham County Sheriffs Office	United States	NC	2010
Cherokee Police Department	United States	NC	2011
City Corporation	United States	AR	2009
City of Belen	United States	NM	2009
City of Belleville	United States	IL	2009

City of Boulder	United States	CO	2009
City of Clute Police Department	United States	TX	2007
City of Frisco	United States	TX	2011
City of Martinsville	United States	VA	2008
City of Pittsburgh	United States	PA	2010
City of Saginaw	United States	MI	2009
City of Sheboygan Police Department	United States	WI	2005
City of Southfield	United States	MI	2010
Clark County Sheriff's Office	United States	WA	2005
Clarksville Police Department	United States	TN	2006
Clay County Sheriffs Office	United States	FL	2009
Clinton Drug Inc	United States	AR	2009
Coatesville Police Department	United States	PA	2005
Collegedale Police Department	United States	TN	2008
Colorado State Patrol	United States	CO	2007
Colorado State Patrol Montrose	United States	CO	2008
Converse Police Department	United States	TX	2007
Coral Springs Police Department	United States	FL	2010
Countryside Police Department	United States	IL	2010
Crow Wing Sheriffs Office	United States	MN	2007
Dart Police Department	United States	TX	2007
Decatur County Sheriffs Department	United States	GA	2007
Decatur Police Department	United States	IL	2006
Delaware Police Department	United States	OH	2005
Deming Police Department	United States	NM	2005
Department of Criminal Investigation	United States	MT	2005
Derry Police Department	United States	NH	2011
Dothan Police Department	United States	AL	2009
Durham Police Department	United States	NC	2008
Easton Police Department	United States	PA	2008
Eau Claire Police Department	United States	WI	2010
EnviroSafe	United States	TN	2010
Evergreen Park Police Department	United States	IL	2006
Fallon Police Department	United States	NV	2008
Flagler County Sheriff's Office	United States	FL	2007
Fort Bragg Police Department	United States	CA	2005
Fort Worth Police Department	United States	TX	2007
Franklin Police Department	United States	TN	2005
Gainesville Police Department	United States	FL	2006
Gallatin Police Department	United States	TN	2006
Garfield County Sheriffs Office	United States	NM	2009
Glenwood Springs Police	United States	CO	2007

Green Cove Springs Police Department	United States	FL	2009
Green Township Police Department	United States	OH	2010
Greene County Commission	United States	MO	2008
Greenville County Sheriffs Office	United States	SC	2005
Greenville Police Department	United States	TN	2010
Greer Police Department	United States	SC	2007
Guilford Co Sheriff's Office	United States	NC	2006
Hamblen County Substance Abuse Coalition	United States	TN	2010
Hamilton Police Department	United States	OH	2006
Hawaii Police Department	United States	HI	2005
Hemiston Police Department	United States	OR	2010
Henry County Sheriffs Office	United States	VA	2008
Highlands County Sheriff's Office	United States	FL	2005
Homewood Police Department	United States	AL	2010
Hopkinsville Police Department	United States	KY	2010
Humble Police Department	United States	TX	2007
Humboldt State Univ Police Dept	United States	CA	2007
Iron/Garfield County Narcotics Task Force	United States	NV	2008
Jefferson County Sheriff's Department	United States	MO	2005
Johnson City Police Department	United States	TN	2006
Joliet City Police Department	United States	IL	2005
Kauai Police Department	United States	HI	2006
Kemah Police Department	United States	TX	2007
Kershaw County Sheriff's Office	United States	SC	2008
Key West Police Department	United States	FL	2005
Knoxville Police Department	United States	TN	2005
Kokomo Police Department	United States	IN	2008
La Grande Police	United States	OR	2006
La Paz County Sheriff	United States	AZ	2008
LaFollette Police Department	United States	TN	2010
Lake Havasu Police Department	United States	AZ	2008
Lancaster Police	United States	TX	2008
Lapata County Sheriff	United States	AZ	2008
Laramie County Sheriff	United States	WY	2008
Las Cruces Police Department	United States	NM	2008
Leavenworth County Sheriffs Office	United States	KS	2009
Lebanon Police Department	United States	TN	2005
Lee Police Department	United States	NH	2009
Lenoir County Sheriffs Office	United States	NC	2009
Lewisville Police Department	United States	TX	2007
Liberty Behavioral Management	United States	NY	2010
Livingston Parish Sheriff's Office	United States	LA	2007

Londonderry Police Department	United States	NH	2005
Maldives Police Service	Maldives		2007
Marion Police Department	United States	IN	2008
McCall Police Department	United States	ID	2007
MedCycle	United States	NC	2009
Meriden Police Department	United States	CT	2010
Miami-Dade Police Department	United States	FL	2004
Middlebury Police Department	United States	IN	2009
Millard County Sheriff	United States	UT	2008
Missoula Co Sheriffs Dept	United States	MT	2006
Monroe Police Department	United States	NC	2008
Montgomery County Solid Waste	United States	AR	2011
Montgomery Police Department	United States	AL	2004
Moultrie Police Department	United States	GA	2007
Mount Washington Police Department	United States	KY	2010
Murphy Police Department	United States	TX	2007
Nebraska State Patrol	United States	NE	2005
Nemaha County	United States	KS	2011
Nevada County Sheriffs Office	United States	CA	2007
New Hanover County Sheriff's Office	United States	NC	2007
New Orleans Criminal District Court	United States	LA	2009
Ninth Judicial District Attorneys Office	United States	NM	2008
Noble County Sheriffs Office	United States	IN	2009
North Las Vegas Police Department	United States	NV	2007
Nye County Sheriff	United States	NV	2008
O'Fallon Police Dept	United States	MO	2005
Olathe Police Department	United States	KS	2009
Ottawa Police Department	United States	IL	2010
Parma Police Department	United States	OH	2007
Peachtree City Police Department	United States	GA	2010
Pitt County Sheriffs Department	United States	NC	2007
Placer County Sheriff	United States	NM	2008
Plainfield Police Department	United States	IN	2006
Plaquemines Parish Sheriffs Office	United States	LA	2009
Port St Lucie Police Dept	United States	FL	2006
Prescott Police Department	United States	AZ	2008
Pulaski County Sheriffs Department	United States	KY	2010
Putnam County Sheriffs Office	United States	FL	2009
Ravalli County Sheriff	United States	MT	2008
Reedsburg Police Department	United States	WI	2009
Rehoboth Beach Police Department	United States	DE	2009
Reno Police Department	United States	NV	2007

Rensselaer Police Department	United States	NY	2010
Richland County Sheriff's Department	United States	SC	2005
Richmond Police Department	United States	IN	2003
Roanoke County Police Department	United States	VA	2010
Rock Spring Police Department	United States	WY	2009
Rocky Mountain Woodworks Co	United States	CO	2007
Rogers Police Department	United States	AR	2010
Royal Canadian Mounted Police	Canada	BC	2011
Ruidoso Police Department	United States	NM	2008
Saginaw County Sheriffs Office	United States	MI	2008
San Juan County Sheriffs Office	United States	NM	2009
Santa Cruz Sheriff's Office	United States	CA	2005
Sarasota Police Department	United States	FL	2004
Schertz Police Department	United States	TX	2008
Searcy Water and Sewer	United States	AR	2010
Sedona Police Department	United States	AZ	2009
Seguin Police Department	United States	TX	2010
Shelton Police Department	United States	CT	2010
Shreveport Police Department	United States	LA	2008
Slidell Police Department	United States	LA	2008
South Lake Tahoe Police Department	United States	CA	2009
Southwest Foundation for Biomedical Rese	United States	TX	2009
Sparks Police Department	United States	NV	2008
Splendora Police Department	United States	TX	2009
St Clair County Sheriffs Office	United States	MI	2011
Stuart Police Department	United States	FL	2007
Sugar Land Police Department	United States	TX	2005
Tarrant County Police Department	United States	TX	2008
Texas City Police	United States	TX	2011
Town of East Hartford, CT	United States	CT	2009
Tri-Agency Safe Trails Task Force	United States	MT	2010
Twin Falls County Coroner's Office	United States	ID	2006
Two Rivers Public Health Department	United States	NE	2010
Union County Sheriffs Office	United States	SC	2010
United States Air Force	Iraq		2005
United States Army	United States	KY	2007
University of Texas San Antonio Police	United States	TX	2009
Utah Highway Patrol	United States	UT	2008
Wah Tat Engineer Machine Co Ltd	Hong Kong		2005
Washington County Sheriffs Office	United States	AR	2010
Washoe County Sheriff	United States	NV	2008
Waterbury Police Department	United States	CT	2007

Wayne County Sheriff's Office North Caro
Wichita Falls Police Department
Willimantic Police Department
Wilson Police Department
Woodburn Police Department
Wooster Police Department
Zuni Police Department

United States	NC	2008
United States	TX	2007
United States	CT	2008
United States	NC	2008
United States	OR	2008
United States	OH	2007
United States	NM	2009



CONSENT TO USE OF PROPERTY

Jose I. Smith, as Manager of COSTA GD, LLC, Owner and Lessor of the leased property described below (the "Property") consents and agrees that COSTA NURSERY FARMS, LLC, (the Tenant) may use the Property for purposes of the cultivation, processing, and dispensing of low-THC cannabis and derivative products.

Description of the Property:

A portion of the NW1/4 of the SE1/4 of Section 2, Township56 South, Range 38 East, Miami-Dade County, Florida, being more particularly described as follows;

Begin at the intersection of the South line of the North 35 feet of the SE1/4 of said Section 2 with the West line of the East 50 feet of the NW1/4 of the SE1/4 of said Section 2, said Point of Beginning also being the intersection of the South right of way line of SE 192 Street with the West right of way line of Canal C-102; thence run S00°33'13"E along the said West right of way line of Canal C-102 for 587.00 feet to a point on the South line of the North 622 feet of the SE ¼ of said Section 2; thence run S89°18'51"W along the last described line for 850.77 feet to a point of intersection with an existing 6 foot tall chain link fence; thence run N00°25'49"E along the said chain link fence for 48.54 feet; thence run N00°59'05"E along said chain link fence and its Northerly prolongation for 538.70 feet to a point on the South line of the North 35 feet of the SE1/4 of said Section 2; thence run N89°18'51"E along the last described line for 835.47 feet to the Point of Beginning. Containing 11.364 acres more or less. Address: 19000 SW 192nd Street; Miami, FL 33170

Witness:

Owner and Lessor:

COSTA GD, LLC

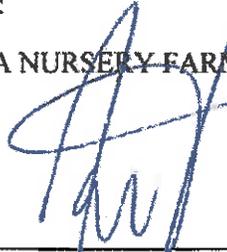


Name: Jose I. Smith, Manager

Witness:

Tenant:

COSTA NURSERY FARMS, LLC



Name: Jose A. Costa III, Manager

COMMERCIAL LEASE

THIS AGREEMENT entered into as of this 15th day of June, 2015, by and between COSTA GD, LLC, a Florida limited liability company (the "**Landlord**"), and COSTA NURSERY FARMS, LLC, a Florida limited liability company (the "**Tenant**").

Upon the terms and conditions hereinafter set forth and in consideration for the payment of rents hereinafter provided and in consideration of the performance continuously by the Tenant of each and every covenant and agreement herein contained to be kept and performed, the performance of each and every one of which is declared to be an integral part of the consideration to be paid by the Tenant, the Landlord does hereby lease, rent and demise unto the Tenant and the Tenant does hereby lease from and of the Landlord the properties described on Exhibit A hereto, together with all improvements upon the properties (the "**Improvements**"). The properties and improvements shall hereafter be referred to as the "**Leased Premises.**" Exhibit A may be amended from time to time for changes in the Leased Premises.

1. **TERM.** The term of this Lease shall begin on the date hereof and shall end on June 14, 2020, unless extended or sooner terminated as hereinafter provided. Upon execution of this Lease by the parties hereto, Tenant shall deliver to Landlord the first month's rent and satisfactory proof of insurance required to be carried by Tenant hereunder. Tenant shall have the option to extend this Lease for one (1) additional seven (5) year term.

2. **BASE RENT.** Base rent for the first year of the term shall be per month, plus the applicable sales tax, if any. Thereafter for the remainder of the term and any term extension, the rent shall be increased (but not decreased) annually using the percentage increase in the CPI-U Annual Average for the prior year over the year before, as reported by the U.S. Department of Labor Bureau of Labor Statistics, All Urban Consumers (CPI-U), U.S. city average.

Base Rent together with any and all sales and use taxes levied upon the use and occupancy of the Leased Premises, upon the rent payable hereunder, and upon any other sums payable under this Lease shall be paid by Tenant to Landlord in advance beginning on the first date of this Lease, and on the 1st day of each and every month thereafter for the entire term of this Lease. All sums payable under this Lease shall be paid in lawful money of the United States drawn on a bank in Miami-Dade County, Florida, to Landlord at 21800 SW 162 Avenue, Miami, FL 33170, or to such other person or such other place as directed from time to time by prior written notice to Tenant from Landlord. Tenant shall pay to Landlord a late charge of Five Percent (5%) of any monthly rental installment not received by Landlord within ten (10) days of the due date which late charge shall be due as additional rent due Landlord. Checks returned from the bank must be covered by cash, cashier's check, or money order, *plus* (i) a \$95.00 returned check charge for administrative fees, and (ii) whatever fees are levied by Landlord's bank in connection therewith, all of which charges shall be due Landlord as additional rent hereunder. If Tenant does not deliver payment to Landlord of any monthly rental installment due Landlord by the 10th day of a calendar month and/or Tenant does not deliver payment to Landlord of additional rent due hereunder, after the applicable grace period, if any, and if Landlord

serves or has served a three (3) day notice upon Tenant for its failure to make such payment, Tenant agrees to reimburse Landlord the sum of \$500.00 for attorney's fees for preparation and for service of such notice which shall be due as additional rent due Landlord. All payments due from Tenant under this Lease which even if not specifically designated as rent shall be due, payable, and enforceable as additional rent hereunder.

Tenant hereby covenants and agrees to pay monthly, as additional rent, any sales, use or other tax, excluding State and/or Federal Income or Capital Gains Tax, now or hereafter imposed upon rents by the United States of America, the State of Florida, or any political subdivisions thereof, to Landlord, notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on Landlord.

3. **TAX** Tenant agrees to pay as additional rent (the "**Additional Rent**") all real estate taxes levied on the Leased Premises during the term of this Lease. Promptly upon the rendering of the bill or bills for annual *ad valorem* real estate taxes, Landlord shall furnish a copy of same to Tenant with request for payment. Within fifteen (15) days after receipt of copies of the tax bill or bills with request for payment, Tenant shall pay to Landlord the amount of such bill or bills with allowance for maximum permitted discount and Landlord shall promptly pay said taxes. If there shall be any special assessment levied against the Leased Premises during the term of this Lease, Tenant shall pay the amount of such assessment becoming due and payable during the term of this Lease within fifteen (15) days after receipt from Landlord of a copy of the bill or bills for said special assessment and request for payment, *provided that* if such assessment shall be payable in installments, Tenant shall be responsible to pay, as they become due, only those installments which become due during the term of this Lease.

4. **SECURITY DEPOSIT AND LAST MONTH'S RENT.** Tenant shall not be required to deposit with Landlord security deposit for the faithful performance of Tenant's obligations hereunder. Nor shall Tenant be required to deposit with Landlord last month's rent.

5. **ASSIGNABILITY/SUBLEASE.** Without the written consent of Landlord first obtained in each case, which consent shall not be unreasonably withheld or delayed, Tenant shall not assign, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease or underlet the Leased Premises or permit the Leased Premises to be occupied by other persons. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this Paragraph 5 or require the Landlord to agree to any other assignment, encumbrance, or sublease. Notwithstanding the foregoing, the Tenant may enter into a sublease for the Leased Premises with a related company without the Landlord's prior written consent.

6. **TENANT'S RISKS.** All personal property placed or moved into the Leased Premises shall be at the risk of the Tenant or Owner thereof, and Landlord shall not be liable to Tenant or to such Owner(s) for any damage, however caused, to said personal property nor shall Landlord be liable to Tenant or such Owner(s) for any consequential damages.

7. **PURPOSES.** Landlord makes no warranties and representations with regard to the purposes for which the Leased Premises may be used. Tenant has made its own independent investigation and is satisfied that the Leased Premises may be used for the purposes for which Tenant intends to use the same, to wit a commercial plant nursery, including the culture, production, sale and distribution of plants and nursery stock and for all uses incidental to the operation of a commercial plant nursery. The purpose for which the Leased Premises may be used may change only with Landlord's prior written consent. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements, or cause the value or usefulness of the Leased Premises, or any part thereof, to diminish, or which would constitute a public or private nuisance or waste.

8. **ALTERATIONS.** Tenant will make no alterations, additions or improvements in or to the Leased Premises without the prior written consent of Landlord which shall not be unreasonably withheld. All additions, fixtures and improvements, temporary or permanent, in or upon the Leased Premises placed there by Tenant subsequent to the date of this Lease (the "Leasehold Improvements") shall be and remain a part of the Leased Premises at the termination of this Lease, by lapse of time or otherwise, without compensation or allowance or credit to Tenant, unless Landlord requests their removal in writing at or before the time of such termination of this Lease. Any alterations or improvements made by Tenant shall be made in good, workmanlike manner and in compliance with applicable building and zoning codes and shall be made at Tenant's own expense.

9. **MAINTENANCE AND REPAIRS; LOSSES DUE TO NATURAL DISASTERS.**

A. Landlord shall have no obligation to make any repairs or maintain any portion of the Leased Premises.

B. Tenant accepts the Leased Premises and the improvements in the condition "as is" on the commencement date of this Lease. Tenant agrees, at its own cost and expense, to keep the Leased Premises and the improvements in good and substantial repair and clean condition. If replacement shall be required, then Tenant, at Tenant's expense, shall replace the same with material and/or equipment of equal quality of that being replaced.

C. All repairs and/or alterations made by Tenant shall be performed in good, workmanlike manner and in compliance with all governmental requirements.

D. If Tenant fails to keep, maintain, and preserve the Leased Premises as set forth in Paragraphs B and C hereof, Landlord may, at its option, put or cause them to be put in the condition and state of repairs agreed upon, and in such event, upon written demand for payment thereof, Tenant shall promptly pay the entire cost as additional rent hereunder. Landlord shall have the right,

but not the obligation, to enter the Leased Premises to make such repairs upon Tenant's failure to do so.

E. In the event of any damage or destruction to the Leased Premises and/or the Leasehold Improvements, whether such damage or destruction results from a natural disaster or otherwise, the Tenant shall be required, at Tenant's expense, to make any and all repairs necessary in order to return the Leased Premises and/or the Leasehold Improvements to the condition they were in prior to such natural disaster or other event.

10. **UTILITIES/CLEANING.** Tenant shall be responsible for the payment of all of its utilities, including, by way of example, electricity, water, and trash removal (whether private or municipal), including compliance with recycling requirements. Tenant shall be responsible, at its expense, for keeping the Leased Premises and the improvements and the area immediately abutting and adjacent to the Leased Premises and the improvements in clean condition.

11. **WASTE.** Tenant agrees to commit or suffer no act which would result in damage to or waste of the Leased Premises and the improvements.

12. **GOVERNMENTAL COMPLIANCE.**

A. Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City governments, and any and all of their Departments and Bureaus, applicable to said premises for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said premises, during said terms. This Lease and all of the terms, covenants, conditions and provisions hereof are in all respects subject and subordinate to all zoning restrictions affecting the Leased Premises; and the Tenant agrees to be bound by such restrictions. Tenant shall be responsible for obtaining such permits or licenses which may be required for the conduct of its business on the Leased Premises.

B. **HAZARDOUS MATERIALS.**

1. The term "**Hazardous Materials**" shall mean any substance, water or material which has or shall be determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety, and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, the Florida Department of Environmental Protection, the Miami-Dade County Department of Environmental Resources Management, and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "**Governmental Authorities**").

2. Tenant agrees to take responsibility for any remedial action required by Government Authorities having jurisdiction regarding any Hazardous Material if released by Tenant, its officers, agents, servants, invitees, and contractors. If released by Tenant, its officers, agents, servants, invitees, and contractors, Tenant shall pay all costs and expenses in connection with any

investigation and remedial activity including, without limitation, all installation, operation, maintenance, testing, and monitoring costs, all power and utility costs and any and all pumping taxes or fees that may be applicable to Tenant's activities. When remedial action by Tenant is required, Tenant shall perform all such work in a good, safe and workmanlike manner, in compliance with all laws and regulations applicable thereto, and shall diligently pursue such investigation and remedial activity until Tenant is allowed to terminate these activities by those Governmental Authorities having jurisdiction.

3. Promptly upon Tenant remedying the problem and Tenant's complete performance and satisfaction of all of its obligations hereunder, Tenant, at its sole cost and expense, shall permanently seal or cap all monitoring wells and test holes to industry standards in compliance with applicable federal, state and local laws and regulations, remove all associated equipment, and restore the Leased Premises to its condition existing immediately prior to the commencement of such remedial action to the maximum extent possible, which shall include, without limitation, the repair of any surface damage, including paving, caused by Tenant's activities hereunder.

4. Tenant shall indemnify, hold harmless, and defend Landlord and its partners (if a corporation, its stockholders, officers, directors, trustees, employees, and agents, and any successors, assigns or purchasers if to Tenant's interest in the Leased Premises, (collectively "**Indemnities**"), against all claims, demands, losses, liabilities, costs and expenses, including attorneys' fees (collectively "**Liabilities**") imposed upon or accruing against Indemnities as actual and direct costs of investigatory or remedial action required by any Government Authority having jurisdiction or as damages to third persons for personal injury or property damage arising from the existence of any Hazardous Material at the Leased Premises released by Tenant, its officers, agents, servants, invitees, and contractors. The provisions of this indemnification shall survive the termination of this Lease whether by time or otherwise. Such Liabilities shall include, without limitation: (i) injury or death to any person, (ii) damage to or loss of use of any other property; (iii) the cost of any demolition and rebuilding of the improvements on the Leased Premises, repair, or remedying and the preparation of any closure or other activity required by any Governmental Authority; (iv) any lawsuit brought or threatened, good faith settlement reached, or governmental order relating to the presence, disposal, release or threatened release of any Hazardous material on, from or under the Leased Premises; and (v) the imposition of any liens on the Leased Premises arising from Tenant's activities on the Leased Premises.

5. Tenant shall use its best efforts (including payment of money) not to cause or suffer any lien to be recorded against the Leased Premises as a consequence of, or in any way related to, the presence, remedying or disposal of Hazardous Material in or about the Leased Premises caused by Tenant, or related in any way to Tenant's activities pursuant to this Lease, including any mechanics' liens and any so-called state, federal or local "Superfund" lien relating to such matters.

6. Tenant covenants and agrees that during the terms of the Lease, it shall not use or store or permit the use or storage by any party or parties whomsoever of any Hazardous Material

in or about the Leased Premises except in compliance with and not in contravention of any and all applicable laws, ordinances, rules, and regulations.

7. Landlord is unaware of any release of Hazardous Materials about the Leased Premises. Landlord agrees to take responsibility for any remedial action required by Government Authorities having jurisdiction regarding any Hazardous Material released prior to Tenant taking possession of the Leased Premises. This undertaking shall not act as a bar against Landlord recovering its costs and damages against third parties. When remedial action by Landlord is required, Landlord shall perform all such work in a good, safe and workmanlike manner, in compliance with all laws and regulations applicable thereto, and shall diligently pursue such investigation and remedial activity until Landlord is allowed to terminate these activities by those Governmental Authorities having jurisdiction.

8. Landlord shall indemnify, hold harmless, and defend Tenant against all claims, demands, losses, liabilities, costs and expenses, including attorneys' fees (collectively "**Liabilities**") imposed upon or accruing against Indemnities as actual and direct costs of investigatory or remedial action required by any Government Authority having jurisdiction or as damages to third persons for personal injury or property damage arising from the existence of any Hazardous Material at the Leased Premises released prior to Tenant taking possession of the Leased Premises. The provisions of this indemnification shall survive the termination of the Lease whether by time or otherwise.

9. Each party shall promptly notify the other party of any inquiry, investigation, order, or enforcement proceeding by or against the notifying party in connection with the Leased Premises.

13. **INSURANCE.** During the entire term of this Lease (including any extension or renewal period) Tenant, at its expense, shall keep in full force and effect a comprehensive policy or policies of public liability and property damage insurance with respect to the Leased Premises and the business operated by Tenant in the Leased Premises, in which the limits of public liability shall not be less than \$2,000,000.00 per injuries to a single person in a single occurrence, and \$2,000,000.00 aggregate limit, and \$100,000.00 for property damage. The policies shall contain an endorsement naming Landlord and any other person, firm or corporation designated by Landlord as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. The insurance shall be issued by insurers of recognized responsibility, licensed and doing business in the State of Florida, and having a BEST rating of A+ or better; and a binder for such insurance shall be delivered to Landlord upon execution of this Lease, and a copy of the policy or a certificate of insurance shall be delivered to Landlord prior to the commencement date and whenever requested thereafter by Landlord. At least - 30- days prior to each anniversary date of such insurance coverage, proof of that such insurance has been renewed and payment thereof shall be delivered to Landlord so as to enable it to verify that the policy has been renewed and paid for the next annual period. In the event Tenant fails to provide such evidence, or in the event of cancellation, termination or change of such insurance, Landlord,

after -10- days written notice to Tenant, may, but shall not be required to, procure such insurance for Tenant and the cost thereof shall be charged as additional rent hereunder.

14. **CONDEMNATION.** In the event any portion of the Leased Premises is taken by any condemnation or eminent domain proceedings, the monthly rental herein specified to be paid shall be proportionately reduced according to the area of the improvements which is taken, and Tenant shall be entitled to no other consideration by reason of such taking, and any damages suffered by Tenant on account of the taking of any portion of said Leased Premises and any damages that shall be awarded to Tenant in said proceedings, shall be paid to and received by Landlord, and Tenant shall have no right therein or thereto or to any part thereof, and Tenant does hereby relinquish and assign to Landlord all of Tenant's rights and equities in and to any such damages. Notwithstanding the foregoing, Tenant shall be entitled to any award for loss or taking of its trade fixtures or its relocation expenses.

If twenty percent (20%) or more of the Leased Premises is taken by any condemnation or eminent domain proceedings, and if such taking shall render the Leased Premises unsuitable for the conduct of Tenant's business as provided in Paragraph 7 of this Lease, then Tenant at its option may terminate this Lease.

Notwithstanding the foregoing, Tenant shall not be precluded from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or cost of removal of, or for the value of, Tenant's improvements, equipment, trade fixtures, furniture, inventory and other personal property, and such other claims as Tenant may assert; provided, however, that no such claim shall diminish or otherwise adversely affect the Landlord's award or the award of any fee mortgagee.

15. **RIGHT OF ENTRY.** Landlord, or any of its agents, shall have the right to enter the Leased Premises during business hours with reasonable notice, and at any time in the event of an emergency, to examine the same, to show them to prospective lenders or purchasers, or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit the Leased Premises, and to put or keep upon the exterior "FOR RENT" signs at any time within one hundred eighty (180) days before the expiration of this Lease and at any time "FOR SALE" signs. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease. Landlord shall also have the right to enter unto the Leased Premises with its agents to conduct such environmental inspections as it deems appropriate. When entering the Leased Premises for the foregoing reasons, Landlord agrees to use reasonable efforts not to interrupt the conduct of Tenant's business.

16. **INDEMNIFICATION.** In consideration of the Leased Premises being leased to Tenant, Tenant agrees: That Tenant at all times will indemnify and keep harmless Landlord from all losses, damages, liabilities and expenses, which may arise or be claimed against Landlord and be in favor of any person, firm or corporation, for any injuries or damages to the person or property of any

person, firm or corporation, consequent upon or arising from the use or occupancy of said premises by Tenant, or consequent upon or arising from any acts, omissions, neglect, or fault of Tenant (its agents, servants, employees, licensees, customers or invitees), or consequent upon or arising from Tenant's failure to comply with the aforesaid laws, statutes, ordinances or regulations; that Landlord shall not be liable to Tenant or to any third party for any damages or losses to the property of Tenant or of a third party which may be caused by the acts, neglect, omissions or faults of any person, firm or corporation.

17. **QUIET ENJOYMENT**. Subject to the terms, conditions, covenants and provisions of this Lease, Landlord agrees that Tenant shall and may peaceably have, hold and enjoy the Leased Premises, without hindrance or molestation by Landlord. At the expiration of this Lease, Tenant shall, without demand, quietly and peaceably deliver possession of the Leased Premises in as good condition as they now are, normal wear and decay and damage by the elements only excepted.

18. **SUBORDINATION**. Tenant agrees that this Lease and the interest of Tenant therein shall be, and the same hereby is made subject and subordinated at all times to all covenants, restrictions, easements and other encumbrances now or hereafter affecting the fee title of the Property and to all ground and underlying leases and to any mortgage in any amounts and all advances made and to be made thereon, which may now or hereafter be placed against or affect any or all of the land and/or any or all of the buildings and improvements, including the Leased Premises, and/or any ground or underlying leases covering the same, and to all renewals, modifications, consolidations, participations, replacements and extensions of any of the foregoing. The term "Mortgages" as used herein shall be deemed to include trust indentures and deeds of trust. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be necessary unless required by any such ground or underlying lessors or mortgages. Should the Landlord or any ground or underlying lessor or mortgagees desire confirmation of such subordination, then Tenant, within ten (10) days following written request therefor, agrees to execute and deliver, without charge, any and all documents (in form acceptable to Landlord and such ground or underlying lessors or mortgagees) subordinating this Lease and the Tenant's rights hereunder. However, should any such ground or underlying lessors or any mortgagees request that this Lease be made superior, rather than subordinate, to any such ground or underlying lease and/or mortgage, then Tenant, within ten (10) days following Landlord's written request therefor, agrees to execute and deliver, without charge, any and all documents (in form acceptable to Landlord and such ground or underlying lessors or mortgagees) effectuating such priority

19. **LIENS**. Tenant further agrees that it will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen and other items of like character, and will indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including counsel fees (and appellate counsel fees) reasonably incurred in and about the defense of any suit in discharging the said premises any part thereof from any liens, judgments or encumbrances caused or suffered by Tenant. It is understood and agreed between the parties hereto that the costs and charges above referred to shall be considered rent due and shall be included in any lien for rent.

Under F.S. § 713.10, the interest of Landlord shall not be subject to liens for any improvements by or for Tenant.

Tenant herein shall not have any authority to create any liens for labor or material on Landlord's interest in the Leased Premises and all persons contracting with Tenant for the destruction or removal of any building or for the erection, installation, alteration, or repair of any building, or other improvements on the above described premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look to Tenant and to Tenant's interests only in the above described property to secure the payment of any bill for work done or material furnished during the rental period created by this Lease. Tenant shall provide written notice to each contractor, subcontractor, materialmen, mechanic & laborer performing work on the Leased Premises, and a memorandum of this to that effect may be recorded by the Landlord in the official Record of Miami-Dade County.

Landlord agrees that it will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen and other items of like character for work requested by it, or bond premiums for release of such liens as Landlord elects.

20. SURRENDER.

A. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once, and without demand, surrender and deliver up the Leased Premises, together with all Leasehold Improvements in good condition and repair, reasonable wear and tear and damage excepted. **If at the termination of this Lease, Tenant's personal property has not been removed from the Leased Premises, it shall be irrebuttably presumed that Tenant has abandoned such property and Landlord is authorized to remove and discard, at Tenant's expense, such property without prior notice to Tenant. Landlord shall have no responsibility to safeguard such property or to dispose of it in a commercially reasonable manner.**

B. Tenant agrees that if, without the prior written consent of Landlord, Tenant does not surrender the Leased Premises and the Leasehold Improvements to Landlord, at the end of the Lease Term or upon any cancellation of the Lease Term, then Tenant shall pay to Landlord all damages that Landlord may suffer due to Tenant's failure to surrender to Landlord possession of the Leased Premises, and will indemnify and hold Landlord harmless from and against all claims made by any succeeding tenant of said premises against Landlord due to delay of Landlord in delivery of possession of said premises to said succeeding tenant so far as such delay is occasioned by failure of Tenant to so surrender said premises.

21. EVENTS OF DEFAULT. Tenant further agrees that any one or more of the following events shall be considered events of default as said term is used herein and Tenant shall be in default if any of the following occurs:

- A. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree of judgment or order shall not have been vacated or stayed or set aside within thirty (30) days from the date of the entry or granting thereof;
- B. Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the federal bankruptcy laws now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension.
- C. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant;
- D. The Leased Premises as opposed to the personal property of Tenant are levied upon by any revenue officer or similar officer and the obligation is not paid or bonded within thirty (30) days of such levy;
- E. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within thirty (30) days from the date of entry or granting thereof;
- F. Tenant shall abandon the same during the term hereof. For purposes hereof, the term "abandon" shall be defined to mean Tenant's failure to operate its business within the Leased Premises for a period of thirty (30) consecutive days unless such occurrence is a result of force majeure as hereinafter described in Paragraph 31.
- G. Tenant shall fail to pay any monthly payments of rent and/or additional rent required to be made by Tenant hereunder when due or within ten (10) days thereafter and which default is not timely cured.
- H. Tenant shall fail to contest the validity of any lien or claimed lien and to give security to Landlord to insure payment thereof, or, having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and to satisfy any judgment rendered thereon, and such default continues for thirty (30) days after notice thereof in writing to Tenant;
- I. Tenant shall fail to provide the subordination agreement requested pursuant to Paragraph 18 hereof within fifteen (15) days of request therefor.

J. Tenant shall fail to use the Leased Premises solely for the purposes set forth in Paragraph 7 hereof.

K. Tenant shall be in material default of any other covenant and agreement herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

22. LANDLORD'S REMEDIES.

Upon the occurrence of any one or more of events of default, Landlord may terminate this Lease. Upon termination of this Lease, Landlord may re-enter the Leased Premises, with process of law and using such force as may be necessary, and remove all persons, fixtures, and chattels therefrom and Landlord shall not be liable for any damages resulting therefrom. Such re-entry and repossession shall not work a forfeiture of the rents to be paid and the covenants to be performed by Tenant during the full term of this Lease. No re-entry by Landlord shall be deemed an acceptance of the surrender of this Lease. Upon such repossession of the Leased Premises, Landlord shall be entitled to recover as liquidated damages and not as a penalty a sum of money equal to the value of the rent and other sums provided herein to be paid by Tenant to Landlord for the remainder of the Lease Term.

Upon the occurrence of any one or more events of default, Landlord may repossess the Leased Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as expressly provided for by Florida law) and without terminating this Lease, in which event Landlord may, but shall be under no obligation to do so, relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet the Leased Premises as part of a larger area, and the right to change the character or use made of the Leased Premises. For the purpose of such reletting, Landlord may decorate or make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such decorations, repairs, changes, alterations, and additions, the expenses of such reletting and the collection of the rent accruing therefrom (including, but not by way of limitation, attorneys' fees and brokers' commissions) to satisfy the rent herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord on demand any deficiency, and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Paragraph 22 from time to time. Any sums or other consideration received by Landlord on a reletting in excess of the rent reserved in this Lease shall belong to Landlord. Landlord agrees to use reasonable efforts to mitigate Tenant's damages.

Notwithstanding any other provision of this Lease, if Tenant shall default in the payment of any rent and/or any other payments required of Tenant, or any part thereof, and if such default shall continue for a period of ten (10) days after the due date thereof, Landlord may, without terminating this Lease, institute any action, suit or proceeding provided for by law against Tenant from time to

time to recover any of the aforesaid sums which at the commencement of any action, suit or proceeding shall then be due and payable and which shall thereafter be due and payable to Landlord under any provisions hereof, without waiting until the end of the original Lease Term; and neither the institution of such action, suit or proceeding nor the settlement thereof or entering of judgment therein shall terminate this Lease, nor shall it bar Landlord from bringing subsequent actions, suits or proceedings from time to time for any sum or sums of any kind which shall thereafter become due and owing from Tenant to Landlord under any of the terms of this Lease. Tenant hereby expressly waives any right or defense which it may have to claim a merger of such subsequent actions, suits or proceedings and any previous action, suit or proceeding, or in a settlement thereof or judgments entered therein.

23. **ACCELERATION.** Tenant agrees that Tenant will promptly pay all rent and additional rent at the times above stated. If any part of the rent and/or additional rent shall not be paid when due or within ten (10) days next after the same shall become due and payable, then in addition to the remedies provided in paragraph 22 hereof, Landlord shall have the option of declaring the balance of the entire rent for the entire rental term of this Lease (or of the option term if Tenant exercises its option to extend provided for herein) to be immediately due and payable, and Landlord may then proceed immediately to collect all the unpaid rent called for by this Lease, by distress or otherwise.

24. **CUMULATIVE REMEDIES.** No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as the occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power nor shall it be construed to be a waiver of any such default or any acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, conditions, covenants and provisions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect, impair or toll the right or power of Landlord to declare the Lease terms hereby granted ended, to terminate this Lease as provided for in this Lease, or to repossess without terminating this Lease, because of any default in or breach of the terms, conditions, covenants and provisions of this Lease.

25. **WAIVER.** No waiver of any breach of any terms, conditions, covenants or provisions of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same terms, conditions, covenants and provisions.

26. **RECORDATION.** This Lease shall not be recorded by Tenant except with the express written approval and consent of Landlord.

27. **ATTORNEY'S FEES AND COSTS.** Tenant shall pay all costs of proceedings by Landlord for recovery of rents or for recovery of the possession of the Leased Premises or for the enforcement of any of the terms, conditions, covenants and provisions of this Lease, including a reasonable attorney's fee (at all tribunal levels and for post-judgment proceedings), court costs and any other costs incurred by reason of the foregoing, if Landlord prevails either in whole or in part upon Landlord's claim. Tenant agrees to pay Landlord's reasonable attorney's fees and costs for the collection of rent or for the enforcement of this Lease, whether or not suit be instituted.

28. **FORCE MAJEURE.** None of the acts, promises, covenants, agreements or obligations on the part of Tenant to be kept, performed or not performed, as the case may be, nor the obligation of Tenant to pay rent and/or additional rent or other charge or payment shall be in any way waived, impaired, excused or affected by reason of Landlord being unable at any time or times during the term of this Lease to supply, or being prevented from, or delayed in the supplying of any service expressed or implied on the part of Landlord to be supplied, or by reason of Landlord being unable to make any alterations, repairs or decorations or to supply any equipment or fixtures, or any other promise, covenant, agreement or obligation on the part of Landlord to be performed, if Landlord's inability or delay shall arise by reason of any law, rule or regulation of any Federal, State, Municipal, or other governmental department, agency or subdivision thereof, or by reason of conditions of supply and demand due to National Emergency or other conditions or causes beyond Landlord's control.

29. **NOTICES.** Except with respect to the three (3) day statutory notice demanding rent or possession, it is understood and agreed between the parties hereto that written notice addressed to Tenant or Landlord at their respective addresses set forth herein, and mailed, certified mail, return receipt requested, or delivered by hand to the addresses below, shall constitute sufficient notice to the addressee; notice shall be deemed given, if mailed, three (3) days from the date of mailing or, if delivered by hand, when received by the addressee or posted on the entrance door of the Leased Premises if notice is to Tenant or at the following designated addresses:

TO TENANT:

COSTA NURSERY FARMS, LLC
21800 SW 162 Avenue
Miami, FL 33170
Attn: Arianna Cabrera, Esq.
Tel/Fax: 786-272-6137

TO LANDLORD:

COSTA GD, LLC
21800 SW 162 Avenue
Miami, Florida 33170
Attn: Jose I. Smith
Tel/Fax: 786-272-6147

or to such other persons or at such other addresses (other than a post-office box) as a party shall designate in writing and deliver to the other; provided, however, that any notification to Tenant must be to an address (other than a post-office address) in Miami-Dade County, Florida.

31. **OPTION TO EXTEND.** As stated in paragraph 1 of this Lease, Tenant shall have the option to extend the term of this Lease for one additional seven (7) year period upon the condition that Tenant is not in default of any monetary obligation to Landlord hereunder or other material obligation to Landlord at the time of the exercise of its option to extend and at the commencement date of the Lease Option Extension Period. The extended term shall be on the same terms and conditions as provided in this Lease and as herein provided including, but not limited to, the payment of monthly Rent, the payment of the tax and insurance adjustments as provided in Paragraph 3 hereof, and other payments required by Tenant to be made hereunder, and compliance and observance of the terms, conditions, covenants, and provisions of this Lease; provided, however, that the Landlord and Tenant agree to negotiate in good faith an increase in the rent for such Lease Option Extension Period. Notice of the Tenant's exercise of its option to extend shall be in writing delivered to the Landlord as required herein for Notices and must be exercised, if at all, by delivery of such notice no earlier than one (1) year and no later than three (3) months prior to the termination date of the original lease term. Time is of the essence for the exercise of Tenant's option to extend this Lease and to deliver the notice of extension to Landlord.

32. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

33. **WAIVER OF TRIAL BY JURY.** It is mutually agreed between Landlord and Tenant that the respective parties hereto shall and do hereby waive trial by jury in any action or proceeding arising out of or in connection with this Lease.

34. **AMENDMENT AND FULL UNDERSTANDINGS.** This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing, signed by Landlord and Tenant. There are no promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than those set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. No surrender of the Leased Premises, or of the remainder of the Lease Term, shall be valid unless accepted by Landlord in writing.

35. **SEVERABILITY.** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

36. **APPLICABLE LAW AND VENUE**. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. If any provisions of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease to be performed by Tenant, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease or on any covenant or obligation of Tenant. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. Any action instituted by any party hereto against the other with regard to this Lease shall be in Miami-Dade County, Florida.

37. **AUTHORITY**. Each individual executing this Lease on behalf of Tenant and Landlord represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon the entity on whose behalf such individual is executing this Lease in accordance with its terms.

38. **BINDING EFFECT**. All of the terms, conditions, covenants and provisions contained in this Lease shall extend and inure to and be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, personal representatives, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, personal representatives, administrators, successors and assigns, any right, claim or privilege by virtue of any terms, conditions, covenants and provisions contained in this Lease. If more than one person executes this Lease as Tenant, Tenant's obligations shall be joint and several.

39. **CAPTIONS**. Headings or captions preceding the text of the several paragraphs of this Lease are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

40. **MISCELLANEOUS**. To expedite the execution of this Lease, the parties agree, (i) that this Lease may be executed in counterpart all of which together shall be deemed an original, (ii) that faxed copies of this Lease signed by the parties shall be deemed an original and binding upon the signing party; and (iii) that the parties agree to exchange original documents so that each of the parties shall have an original instrument signed by it and by the other party.

41. **RADON GAS**. In accordance with Florida Statutes, the following notice about RADON GAS is hereby given to Tenant:

"Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

IN WITNESS WHEREOF, the parties have executed this Commercial Lease Agreement as of the day and year first above written.

Witnesses as to Tenant:

J. Calvo
Managers LLC

TENANT:
COSTA NURSERY FARMS, LLC

By: [Signature]
Jose A. Costa, III, Manager

Witnesses as to Landlord:

J. Calvo
Managers LLC

LANDLORD:
COSTA GD, LLC

By: [Signature]
Jose I. Smith, Manager

COMMERCIAL LEASE AGREEMENT

COSTA GD, LLC

Landlord

COSTA NURSERY FARMS, LLC

Tenant

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

A portion of the NW1/4 of the SE1/4 of Section 2, Township56 South, Range 38 East, Miami-Dade County, Florida, being more particularly described as follows;

Begin at the intersection of the South line of the North 35 feet of the SE1/4 of said Section 2 with the West line of the East 50 feet of the NW1/4 of the SE1/4 of said Section 2, said Point of Beginning also being the intersection of the South right of way line of SE 192 Street with the West right of way line of Canal C-102; thence run S00°33'13"E along the said West right of way line of Canal C-102 for 587.00 feet to a point on the South line of the North 622 feet of the SE ¼ of said Section 2; thence run S89°18'51"W along the last described line for 850.77 feet to a point of intersection with an existing 6 foot tall chain link fence; thence run N00°25'49"E along the said chain link fence for 48.54 feet; thence run N00°59'05"E along said chain link fence and its Northerly prolongation for 538.70 feet to a point on the South line of the North 35 feet of the SE1/4 of said Section 2; thence run N89°18'51"E along the last described line for 835.47 feet to the Point of Beginning. Containing 11.364 acres more or less. Address: 19000 SW 192 Street; Miami, FL 33187



Kerri L. Barsh
Tel 305.579.0772
Fax 305.961.5772
barshk@gtlaw.com

July 2, 2015

UPS OVERNIGHT

Ms. Patricia Nelson, Director
Office of Compassionate Use
Florida Department of Health
2585 Merchants Row Boulevard, Bin # A
Tallahassee, FL 32399-3265

Re: Costa GD, LLC and Costa Nursery Farms, LLC Request for Variance from Miami-Dade County's Environmental Quality Control Board

Dear Ms. Nelson:

We are writing on behalf of our client, Costa GD, LLC and Costa Nursery Farms, LLC (collectively, "COSTA"), who has applied for a license from the State of Florida to be one of the five medical marijuana dispensing organizations. COSTA is proposing to process medicinal marijuana on its agricultural property located at 19000 S.W. 192nd Street, Miami-Dade County, Florida (the Property).

As you are aware, the state statute governing the licensing and regulation of medical marijuana dispensing organizations requires that the dispensing organization be located on agriculturally-zoned land. See Fla. Stat. 381.986(5)(2013). Most of the large tracts of land zoned for agricultural use in Miami-Dade County are located outside the County's Urban Development Boundary and are not connected to public water or sewer lines. Chapter 24 of the Code of Miami-Dade County requires that facilities, similar to that proposed by COSTA, be situated on property that is connected to public water and sewage. COSTA is therefore seeking a variance to allow the proposed processing activity to be serviced by a septic tank and well. In Miami-Dade County, such a request is submitted to the Department of Regulatory and Economic Resources (DRER) for its review and recommendation to the Environmental Quality Control Board (the EQCB). The EQCB is authorized under the Code to grant such variances.

The EQCB is scheduled to consider COSTA's variance application on July 9, 2015. See EQCB Agenda, Item 16, attached as Exhibit A. Based on the DRER's favorable recommendation in its pre-hearing memorandum, as well as the fact that our research indicates that, in the past year, the EQCB has voted in favor of every application for which DRER staff has recommended

MIA 184699746v1

Ms. Patricia Nelson, Director

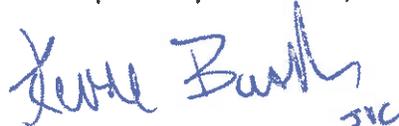
July 2, 2015

Page 2

approval, we are reasonably confident that the EQCB will approve COSTA's variance application. See Pre-Hearing Memorandum attached as Exhibit B.

Please let us know if you have any questions on the foregoing.

Respectfully submitted,



Kerri L. Barsh

MIA 184699746v1



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 4th Floor

Miami, Florida 33136-3912

T 305-372-6754 F 305-372-6759

EXHIBIT "A"

miamidade.gov

PUBLIC NOTICE

CHAIRPERSON

Claire M. Bradshaw-Sidran, Ph.D.

MEMBERS

William E. Hopper, Ph.D.

Luis A. Prieto-Portar, Ph.D., P.E.

David A. Chin, Ph.D., P.E., DEE.

Steven Ritter, Ph.D.

ENVIRONMENTAL QUALITY CONTROL BOARD

AGENDA

Date: July 9, 2015

Time: 1:30 P.M.

Place: Overtown Transit Village Building (OTV)

701 N.W. 1st Court

Miami, Florida

DERM Training Room

2nd Floor

1. GABLES WATERWAYS PROPERTY LLC – continued from March 12, 2015
2. MINTON CPR V LLC – continued from May 14, 2015
3. FDG COUNTYLINE LLC – continued from May 14, 2015
4. VRC EXCHANGE LLC – continued from June 11, 2015
5. EL LEJOS, INC – continued from June 11, 2015. Additional request for a variance from the requirements of Section 24-43 of the Code of Miami-Dade County, Florida. This request is to allow two multi-unit residential buildings to be served by septic tanks on a lot that does not comply with the sewage loading restrictions. The subject property is situated within the 100 day travel time of the Miami Springs Upper, Miami Springs Lower, John E. Preston and Hialeah Wellfield Protection complex. The subject property is located at 5979 N.W. 37th Street, Virginia Gardens, Florida.
6. RAMO PROPERTIES, INC – continued from June 11, 2015
7. AMANDA TREVILLA AND MANDY HOLDINGS CORP AS TRUSTEE – Request for a variance from the requirements of Section 24-43.1(3) of the Code of Miami-Dade County, Florida. The request is to allow the platting of two parcels into one lot and the development of a duplex to be served by public water and a septic tank although the combined lot will not meet the minimum lot size requirements for a duplex served by public water and a septic tank system. The subject properties are located at 8335 and 8353 S.W. 122nd Street, Miami-Dade County, Florida.
8. EDUARDO F DIAZ MENDEZ AS TRUSTEE OF THE MENDEZ 2007 BUSINESS TRUST – Request for a modification of Board Order No. 98-01 and request a variance from the requirements of Section 24-43(5) of the Code of Miami-Dade County, Florida. The request is to allow an existing tire installation and sales and brake repair facility to generate, store, handle, use, dispose of and discharge hazardous materials and hazardous wastes on a property that is situated within the average travel time of the Alexander Orr, Snapper Creek and Southwest Wellfield Protection Complex. The subject property is located at 6500 S.W. 117th Avenue, Miami-Dade County, Florida.

9. **J & J FOUNDATION LLC** – Request for variances from the requirements of Sections 24-43.1(4) and 24-43.1(6) of the Code of Miami-Dade County, Florida. The request is to allow an industrial land use, specifically the parking, storage and maintenance of vehicles and heavy equipment, that will generate a liquid waste other than domestic sewage on 6 contiguous parcels of land that are served by public water and septic tanks and located within the maximum travel time of the Miami Springs Upper, Miami Springs Lower, John E. Preston and Hialeah Wellfield complex. The subject properties are located at 3367 N.W. 68th Street, Miami-Dade County, Florida.
10. **MF GLOBAL GROUP LLC** – Request for a variance from the requirements of Section 24-43.1(3) of the Code of Miami-Dade County, Florida. The request is to allow the development of two lots with a duplex on each lot to be served by public water and a septic tank system although the lots do not meet the minimum lot size requirements for a duplex served by public water and a septic tank system. The subject properties are located at approximately 1440 N.E. 147th Street, Miami-Dade County, Florida.
11. **MAO TIAN WU** – Request for an extension of time for compliance with the requirements of Sections 24-43.1(4) and 24-43.1(6) of the Code of Miami-Dade County, Florida. The request is to allow the continued use of a Resource Recovery and Management Facility, specifically a metal recycling facility, and a salvage yard that generate a liquid waste other than domestic sewage on a property that is served by public water and a septic tank system. The subject property is located at 3153 N.W. 26th Street, Miami-Dade County, Florida.
12. **GARY SCHERMERHORN & MIRIAM ESTEVE** – Request for a variance from the requirements of Section 24-48.3(3) of the Code of Miami-Dade County, Florida. The request is to obtain authorization for the installation of an access walkway, a terminal platform, a finger pier and a boatlift in tidal waters of Miami-Dade County in a location with less than the Code-required minimum water depth. The subject property is located at 240 Harbor Drive, Key Biscayne, Florida.
13. **8100 INVESTMENTS LLC** – Request for an extension of time from the requirements of Sections 24-43.1(4) and 24-43.1(6) of the Code of Miami Dade County, Florida. The request is to allow a food processing and distribution facility that would generate nondomestic wastewater on a property that is served by public water and a septic tank system and the activities exceed sewage loading restrictions. The subject property is located at 8100 N.W 68th Street, Miami-Dade County, Florida.
14. **WEALTHY DELIGHT LLC** – Appeal pursuant to the provisions of Section 24-11 of the Code of Miami-Dade County, Florida, of an action or decision by the Director of the Department of Regulatory and Economic Resources-Division of Environmental Resources Management. The subject of the appeal is a letter dated May 5, 2015 which requires the Appellant to connect the property to public sanitary sewer and abandon the existing septic system within ninety days of receipt of the letter. The subject property is located at 8500 Biscayne Boulevard, El Portal, Florida.
15. **LUIS O VERA AND ELENA C VERA** – Request for a variance or in the alternative an extension of time for compliance with the requirements of Section 24-43.1 of the Code of Miami-Dade County, Florida. The request is to allow a newly constructed single family residence to continue to be served by an on site drinking water supply well and septic tank although the construction of the home placed it within feasible distance for connection to a public water main. The subject property is located at 8725 S.W. 114th Street, Miami-Dade County, Florida.

16. **COSTA GD LLC** – Request for a variance from the requirements of Section 24-43.1(4) and 24-43.1(6) of the Code of Miami-Dade County, Florida. The request is to allow the establishment of a processing facility associated with an agricultural land use that will generate a nondomestic wastewater on a property that is served by a drinking water supply well and a septic tank system. The subject property is located at 19000 S.W. 192nd Street, Miami-Dade County, Florida.
17. **SEABASE FLORIDA CORPORATION** – Request for an extension of time for compliance with the requirements of Section 24-43.1(4) and 24-43.1(6) of the Code of Miami-Dade County, Florida. The request is to allow commercial land uses (open marketplace) that generate a liquid waste other than domestic sewage to operate on a property that is not served by public water and to be served by a proposed septic tank system. The subject property is located at 12705 N.W. 42nd Avenue, Opa-Locka, Florida.
18. **WALD CORPORATION** – Request for a variance from the requirements of Section 24-43.1(4) and 24-43.1(6) of the Code of Miami-Dade County, Florida. The request is to allow the establishment of a processing facility associated with an agricultural land use that will generate a nondomestic wastewater on a property that is served by a drinking water supply well and a septic tank system. The subject property is located at 17925 S.W. 208th Street, Miami-Dade County, Florida.
19. **JOHN C DEMOTT, INDIVIDUALLY AND AS TRUSTEE OF THE JOHN C DEMOTT REVOCABLE TRUST AGREEMENT, CAROLYN G. DEMOTT, IND AND AS TRUSTTEE OF THE CAROLYN G. DEMOTT REVOCABLE TRUST AGREEMENT, JAIME H. TORRES AND JACQLENE A. TORRES, JAMI LEE JENKINS AND ALONZA JEAN JENKINS, BRENDA G. SHANER** – Request for a variance from the requirements of Section 24-43.1(4) and 24-43.1(6) of the Code of Miami-Dade County, Florida. The request is to allow the establishment of a processing facility associated with an agricultural land use that will generate a nondomestic wastewater on a property that is served by a drinking water supply well and a septic tank system. The subject property is located at approximately S.W. 280th Street and S.W. 217th Avenue, Miami-Dade County, Florida.

OTHER MATTERS:

Other items at the discretion of the Environmental Quality Control Board. For additional information, please call Mirna Leal at (305) 372-6764. For legal ads online, go to <http://legalads.miamidade.gov>



June 19, 2015

COSTA NURSERY FARMS, LLC.

21800 SW 162nd Ave.
Miami, FL 33170

Subject: Laboratory Building
Application with the Florida Department of Health

Our Ref: 15219

To whom it may concern,

As requested, below is a list of descriptive items that will be incorporated into the design and construction of the referenced facility.

- 1) Building shall be designed and built to meet all the requirements of the latest edition of the Florida Building Code, HVHZ (High Velocity Hurricane Zone). All components of the envelope of the building shall meet the Notice of Acceptance requirements of Miami-Dade County Product Control Department.
- 2) Building shall be designed by qualified and certified design professionals.
- 3) Building shall be prepared for future expansion, built with an expandable endwall which will allow for expansion of the facility without interrupting the existing operations. Future expansions can have all the physical characteristics of the original building materials and finishes.
- 4) Building shall be powered to meet the electrical demand and designed to accommodate any required expansions. The project will be equipped with a full backup generator to cover all operations during any power outage.
- 5) Building shall be built with a well system to provide sufficient potable water and equipped with a water heater system to provide hot water to the facility. Sanitary facilities (septic tank and drain field) to be sized for the required use.
- 6) Building shall be adequately insulated and equipped with climate control and mechanical ventilation throughout with adequate fresh air intake and air circulation. The air conditioning system will be engineered as required and will likely be a split system
- 7) Storage areas shall be equipped with climate control and separate air conditioner systems.
- 8) Refer to proposed building floor plan for description of all areas including square footage of areas.

Should you need any additional information, please do not hesitate to let us know.

Sincerely,

LEMARTEC CORPORATION

A handwritten signature in blue ink, appearing to read 'Guillermo R. García-Tuñón'.

Guillermo R. García-Tuñón, P.E.
CEO





BOE-25 BOTANICAL OIL EXTRACTOR

QUICK USERS' GUIDE

Botanical Oil Extractor



GENERAL SPECIFICATIONS

Product:	An extractor for the direct infusion of botanical oils.
Oils for Extractions:	Most vegetable oils that are liquid at room temperature, including safflower, soy and cottonseed oils. Use of canola or peanut oil may require the upgrade of certain components.
Plant Material Capacity:	The extractor uses two extraction chambers with a volume of approximately 16 liters each. Depending on the fineness and moisture content of the material extracted, the total load that can be extracted at one time will range from 12 to 25 pounds.
Oil Capacity:	5 gallons. A certain amount of extraction oil will be retained by the plant material, to be pressed and then rinsed out to create a second, lower-strength product.
Output Quality:	The extractor produces extracts infused with not less than 3 milligrams of active ingredient per milliliter per percent of active ingredient in the plant material. For example, 10% starting material will produce extracts of not less than 30 mg per ml.
Dimensions:	The extractor is floor-mounted and approximately 36" wide, 28" deep and 66" tall. It weighs approximately 200 pounds when empty.
Materials:	The extractor is constructed primarily of 304 and/or 316 stainless steel, including the frame. Other materials that come in contact with oil, plant material or extract are made from food or pharmaceutical grade materials recommended by the manufacturer for use in contact with vegetable oils.
Warranty:	1 year
Support:	Will train personnel (up to four persons) on the extractor and provide all needed support materials.
Est. Operating Costs:	We estimate that the extractor will require 2 to 3 hours of semiskilled labor per run. Other operating costs are minimal, primarily electricity.
Ventilation:	None required.
Other Requirements:	The extractor requires a dedicated 120 volt, 20A line with a 5-20R receptacle.

Biotanical Oil Extractor

HOW IT WORKS

A. Plant material goes into each tank, which holds 10 pounds each.

B. Twenty bottles or 320 ounces of organic safflower oil is needed to make the infused oil.

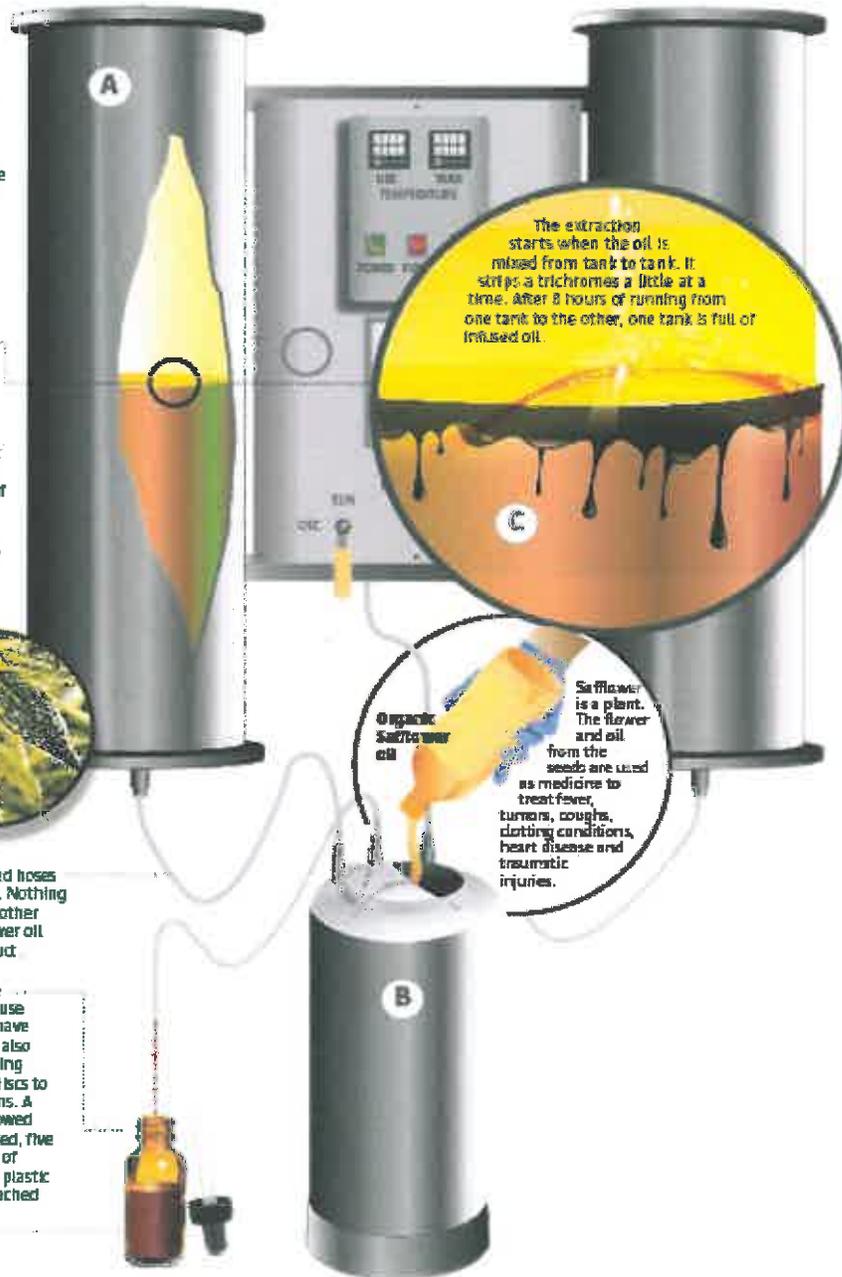
C. After a very good soaking, the oil begins pulling the trichomes off the plant. A trichome is not the hair on the surface of a leaf or stem but refers to as a resinous gland, the sticky part of the plant.

Trichomes



All of the braided hoses are teflon lined. Nothing touches the oil other than the safflower oil and plant product.

Glass bottles are preferred, because plastic bottles have Bisphenol A, is also used in everything from compact discs to the lining of cans. A 2007 report showed that when heated, five popular brands of BPA-containing plastic baby bottles leached high levels of bisphenol A.



Botanical Oil Extractor

Microbials CO Test Results



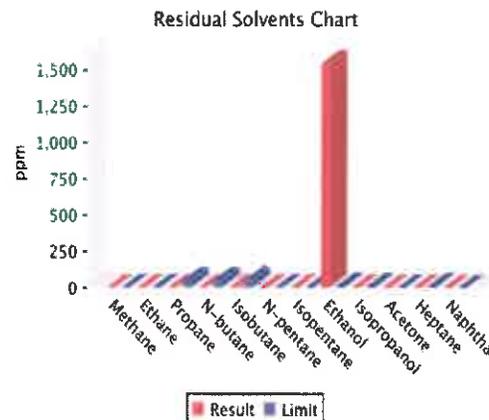
Test	Result	Limit
E. Coli	0.00 cfu/g	0 cfu/g
Salmonella spp.	0.00 cfu/g	0 cfu/g
Total Gram-Negative Bacteria	0.00 cfu/g	10000 cfu/g
Aspergillus spp.	0.00 cfu/g	0 cfu/g
Mucor spp.	0.00 cfu/g	0 cfu/g
Penicillium spp.	0.00 cfu/g	0 cfu/g
Thermophilic Actinomycetes spp.	0.00 cfu/g	0 cfu/g
Filth Analysis	0.00 cfu/g	0 cfu/g

Microbiological testing is conducted following USP guidelines. Agar plates specific to the organism of interest are purchased from an ISO 13485 certified manufacturer. The limits expressed here are the limits set by the Colorado Marijuana Enforcement Division.

- To ensure the safety and dosing accuracy of every product produced, each batch is tested for potency.
- In addition, Biotech Inc randomly tests the products and ingredients for microbials and solvents.
- As you can see by the test referenced below; when an Ethanol extraction is used, it is very difficult to remove all of the Ethanol from the product.
- The Botanical Oil Extractor uses a solventless extraction method eliminating the risk of trace amounts of residual solvents being left in the final product.
- Non-flammable, non-combustible extraction method unlike Butane or Ethanol.
- Low pressure extraction method reduces the risk of pressurized explosion, which can occur with CO2 extraction.

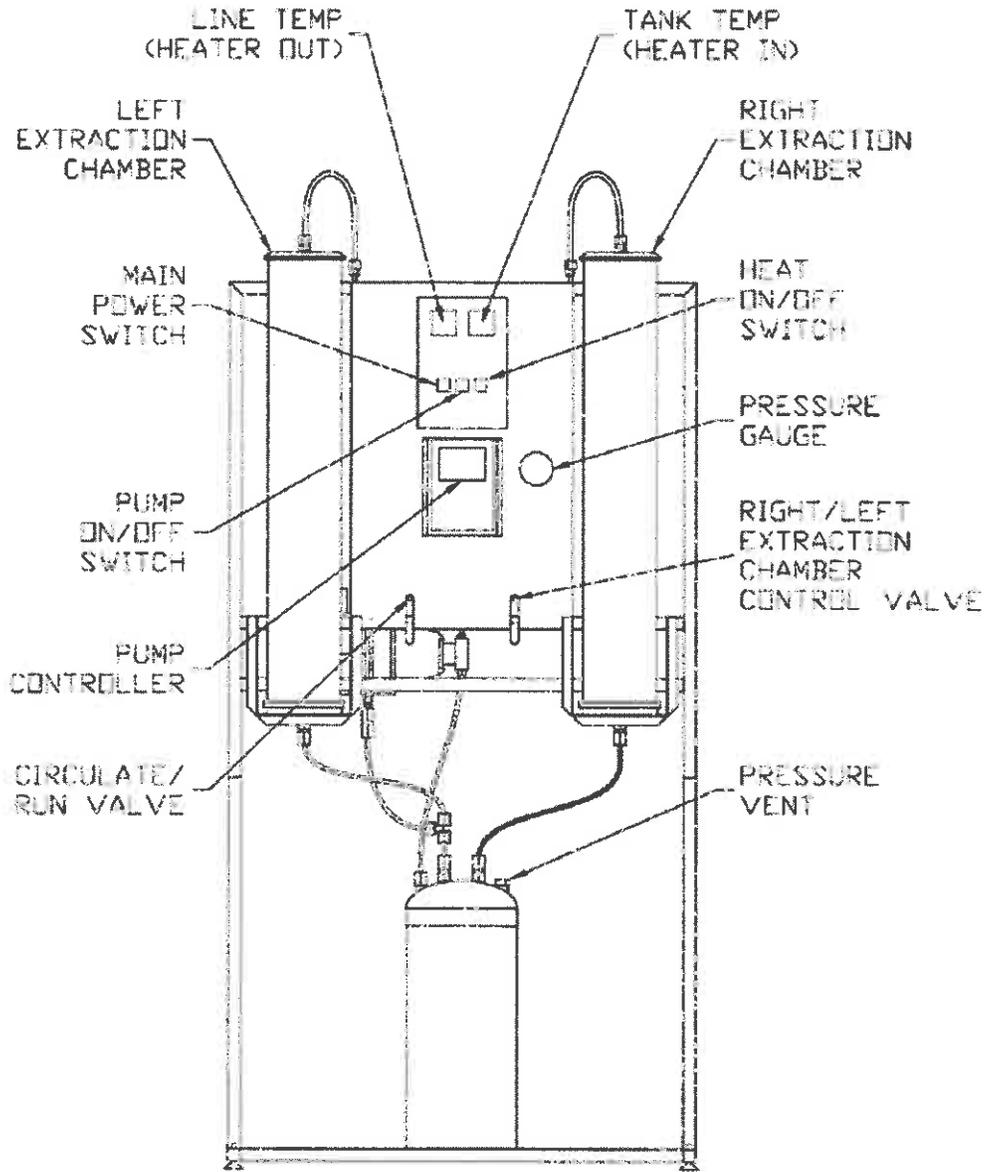
Residual Solvents Test Results

Test	Result	Limit
Methane	ND	1 ppm
Ethane	ND	1 ppm
Propane	ND	50.0 ppm
N-butane	ND	50.0 ppm
Isobutane	ND	50.0 ppm
N-pentane	ND	1 ppm
Isopentane	ND	1 ppm
Ethanol	1.545 ppm	10.0 ppm
Isopropanol	ND	10.0 ppm
Acetone	ND	1 ppm
Heptane	N/A	10.0 ppm
Naphtha	ND	1 ppm



Results reported as "ND" are either not detected or at a level so low that they are not quantifiable by the instrument.

Colorado revised statute has set the limits for maximum allowable residual solvents as well as solvents permissible for use. This statute is effective July 1, 2014.



FRONT VIEW OF THE EXTRACTOR

The two extraction chambers may be extracted alternately, with one being packed while the other is being extracted, giving maximum throughput and efficiency. The two extraction chambers can also be extracted in series, one after the other, using the same extraction oil, resulting in a much stronger end product but reducing throughput and extraction efficiency.

OPERATING THE EXTRACTOR

1. Check all stainless and flexible tubing and connectors for leaks. Gently tighten any leaking fittings. If flexible tubing or fittings are showing signs of wear or cracking, contact us for replacement parts.
2. Check that the metal mesh filters (fine mesh side up) are in the bottom of the extraction chambers.
3. Check that the pressure vent on the reservoir is not blocked or damaged.
4. Pack the extraction chambers with plant material, using a wooden dowel if needed to compact the material. Take care not to damage the metal mesh filters.
5. Place the extraction chambers on their brackets and connect them at top and bottom. **BE CAREFUL** – filled chambers are heavy.
6. Connect the flexible lines from the extraction chambers to the reservoir.
7. Double-check all tubing connections.
8. Add 18 liters (4.75 gallons, 36 lbs) of clean vegetable oil to the reservoir via the top opening. (This oil may also be rinse oil from a prior run; see step 21 below.)
9. Set left valve to “Circ” (Circulate), and the right valve to “Left”. (The left chamber will be extracted first.)
10. Turn Power on.
11. Turn Pump on.
12. Turn Heat on.
13. When line temperature on indicator reaches target temperature (factory set at 140 degrees), move left valve from “Circ” to “Run”. The left chamber is now being extracted.
14. Check operating pressure; if it exceeds 12psi, reduce the pump speed by pressing the down arrow on the Pump Controller.
15. After 3 hours, change the right selector valve to “Right”; the right extraction chamber will now be extracted.
16. While the second extraction chamber is running, allow the first extraction chamber to cool and the remaining oil to drip into the reservoir. Additional oil can be removed from the chamber by removing the cover from the reservoir, connecting a lowpressure air source to the top fitting and blowing low pressure air (<10psi) through the extraction chamber.
17. After 3 more hours, set right valve to “Circ”; extraction is complete.
18. **Switch off heat.**
19. **Switch off pump.**
20. Repeat step 16 for the second extraction chamber.
21. If desired, refill the reservoir with 18 liters clean oil (or use 18 liters of oil in a second reservoir) to rinse the extracted plant material, which will increase extraction efficiency and leave fewer active ingredients behind.
 - a. Check all connections to the reservoir and extraction chambers.

- b. Turn pump on. Do NOT turn the heat on.
- c. Move the left valve from "Circ" to "Run".
- d. After 15 minutes, switch the right valve to the second chamber.
- e. After 15 more minutes, the rinse is complete.
- f. Repeat Step 16 for each extraction chamber.

22. Switch off the power.

23. To get the last of the extraction oil from the plant material, you can use compressed air and the "puck" provided with the extractor to act as a press on the plant material.
- a. Remove the cap from the reservoir to allow any air passing through the extraction chamber to vent safely.
 - b. Remove the top from one extraction chamber, and insert the puck on top of the plant material.
 - c. Replace the top on the extraction chamber. **Take particular care that the o-ring is seated flat between the chamber and the cap, and the clamp is properly seated and tightened.**
 - d. Connect the compressed air source to the fitting at the top of the extraction chamber.
 - e. Pressurize the chamber to not more than 100psi. **Exceeding this pressure may cause equipment failure and injury.**
 - f. Maintain pressure for up to 15 minutes for maximum recovery.
 - g. Bleed the pressure from the extraction chamber by reducing the pressure at the compressor regulator.
 - h. Disconnect compressed air source from fitting at top of extraction chamber **prior to loosening the clamp for the cap**, to ensure that all pressure has been vented from the chamber.
 - i. Remove the plant material and puck from the extraction chamber as in step 24 below, and repeat in the other extraction chamber.

24. Disconnect the extraction chambers at top and bottom. Remove the extracted material; removal can be assisted by blowing low pressure air (<20 psi) through the fitting at the bottom of the chamber. Make sure that the metal mesh screens are not discarded with the extracted plant material.

If you have any questions or need replacement parts, please call Biotech Inc. (303) 842-0179.

SFE-2X5LF System

Site Preparation Guide

Notice

The information in this document is subject to change without notice and should not be construed as a commitment by Waters Corporation. Waters Corporation assumes no responsibility for any errors that may appear in this document. This checklist is believed to be complete and accurate at the time of publication. In no event shall Waters Corporation be liable for incidental or consequential damages in connection with or arising from the use of this document.

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Introduction

This document provides installation site preparation requirements for the SFE-2X5LF system. It describes the physical and environmental conditions, power requirements, and solvents required for the operation of this system.

System description

The SFE-2X5LF system configurations are available with the following components:

- Automated Backpressure Regulator (ABPR)
- Manual Backpressure Regulator (MBPR) (3)
- Extraction vessel (2)
- Collection vessel (3)
- CN6 temperature controller(2)
- Relay box (3)
- Heat exchanger (2)
- P-200 CO₂ pump
- Optional P-50 co-solvent pump
- Optional C-10 co-solvent pump
- Optional mass flow meter
- Circulating bath
- PC
- LCD monitor
- Process Suite software
- Optional recycler
- Optional recycler chiller

Responsibilities

A certified Waters engineer installs and commissions the system to ensure that the instrument is properly installed and fully operational. Your laboratory must meet the requirements specified in this guide and be prepared in advance to allow the engineer to perform the installation. Only after you prepare your laboratory and complete and return the checklist at the end of this document can the installation be scheduled.

To help train the intended operator in the basic system operation, schedule the installation at a time when the operator is present to assist with the installation performance tests.

If you require specific training on the Process Suite software, arrange for this separately from the startup through your local Waters office.

If you have any questions on site preparation, contact your local Waters sales representative. If necessary, we will arrange to conduct a site survey.

Space and moving requirements

Carefully review the system space and moving requirements in the following sections.

Component positioning and space requirements

The SFE-2X5LF system is pre-assembled and cart-mounted (Figure 1).

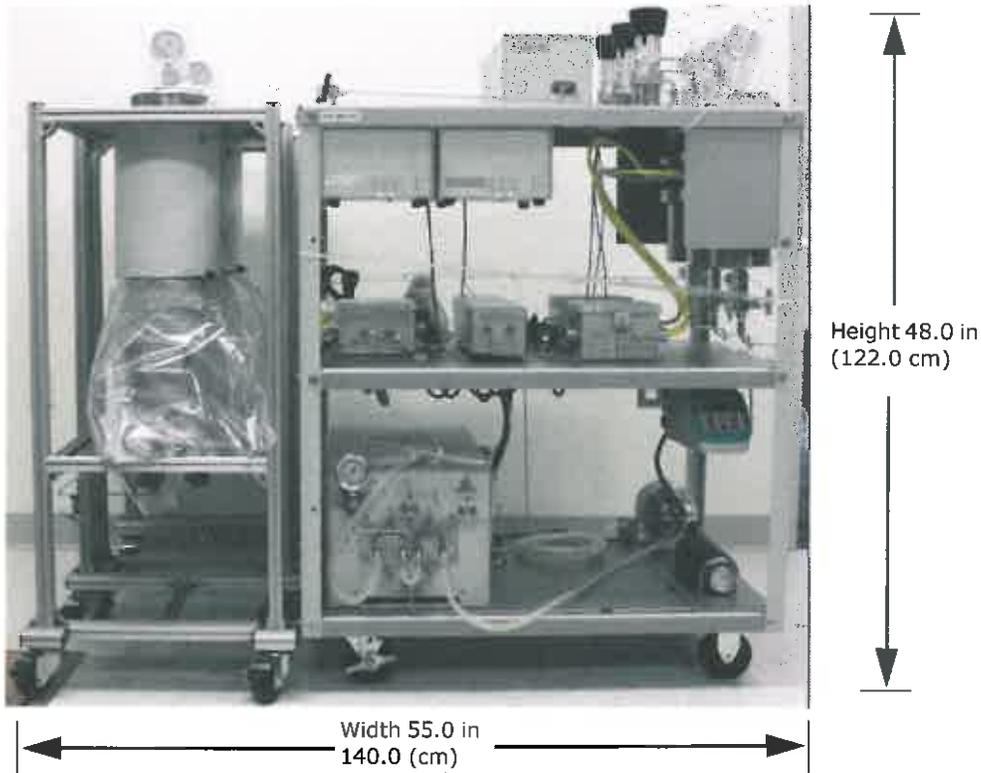


Figure 1 - Front view of the system

Figure 2 shows the overhead dimensions for the system.

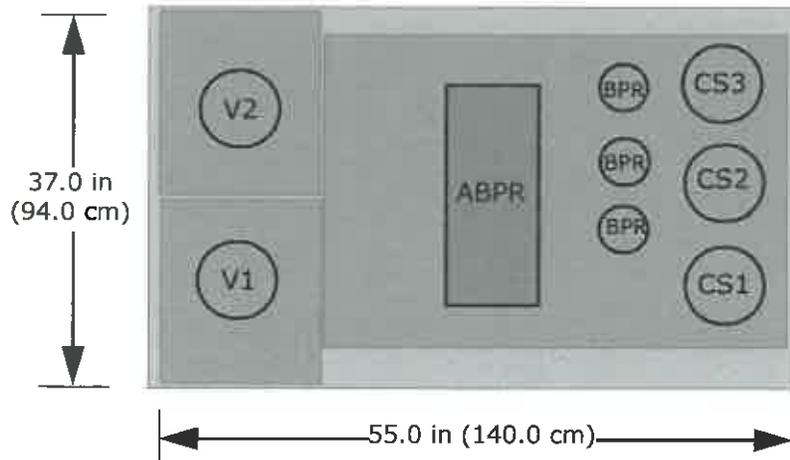


Figure 2 - Overhead view of the system

Minimum footprint

Table 1 provides the minimum required footprint dimensions for the SFE-2X5LF system.

Table 1: System footprint dimensions^a

Configuration	Minimum required width	Minimum required height	Minimum required depth
Cart	36.0 in (91.0 cm) Allow at least 6-inch (15.2 cm) clearance on the left side for ventilation and connections.	48.0 in (122.0 cm)	24.0 in (61.0 cm) Allow 8-inch (20.3 cm) clearance at the rear for ventilation and connections.
Stand	18.0 in (46.0 cm) Allow at least 6-inch (15.2 cm) clearance on the left side for ventilation and connections.	48.0 in (122.0 cm)	18.0 in (46.0 cm) Allow 8-inch (20.3 cm) clearance at the rear for ventilation and connections.

a. System dimensions do not include the circulating bath, the PC, the recycle system, and the LCD monitor.

Component dimensions

Table 2 shows component dimensions.

Table 2: Component dimensions

System component	Width	Depth	Height
ABPR	7.0 in (17.8 cm)	17.0 in (43.2 cm)	6.3 in (15.9 cm)
MBPR	3.0 in (7.6 cm)	3.0 in (7.6 cm)	8.0 in (10.4 cm)
CN6 temperature controller	8.3 in (21.1 cm)	11.0 in (27.9 cm)	5.8 in (20.3 cm)
Relay	7.0 in (17.8 cm)	7.0 in (17.8 cm)	4.5 in (11.4 cm)
Optional P-50 co-solvent pump	11.0 in (27.9 cm)	26.0 in (66.0 cm)	17.0 in (43.2 cm)
Cooling heat exchanger	2.5 in (6.4 cm)	10.0 in (25.4 cm)	2.5 in (6.4 cm)
Heat Exchanger	4.3 in (10.8 cm)	20.0 in (50.8 cm)	4.0 in (10.2 cm)
P-200 CO ₂ pump	14.0 in (35.6 cm)	24.0 in (61.0 cm)	12.3 (31.2 cm)
Optional mass flow meter	6.0 in (15.2 cm)	8.0 in (20.3 cm)	5.5 in (14.0 cm)
Optional recycle system	40.0 in (101.6 cm)	35.0 in (89.0 cm)	62.0 in (157.5 cm)
Optional recycler chiller	14.5 in (36.8 cm)	27.6 in (70.2 cm)	22.6 in (57.5 cm)
Circulating bath	9.1 in (23.1 cm)	19.2 in (48.8 cm)	24.8 in (63.0 cm)
	The circulating bath is placed on the floor next to the system. Allow at least 12 in. (30.5 cm) at the front and the rear of the bath for ventilation.		
Data system: PC LCD monitor	7 in (18 cm) 18 in (45 cm)	18 in (45 cm) 10 in (25 cm)	18 in (45 cm) 17 in (42 cm)
	Specifications for the PC and the LCD monitor are representative. The actual specifications depend on the model. The PC and the LCD monitor must be placed next to the system.		

System and component weights

Table 3 shows the nominal weights for the system cart and components.

Table 3: System and component weights

System component	Weight
Base system minimum configuration	220 lb (100.0 kg) ^a
Base system with P-50 co-solvent pump and flow meter	270 lb (122.0 kg) ^b
Extraction vessel cart	200 lb (91.0 kg) ^c
Optional recycle system	270 lb (122.5 kg)
Circulating bath	66 lb (30 kg)
	The circulating bath is placed on the floor next to the system.
Data System: PC	30 lb (14 kg) ^d
LCD Monitor	11 lb (5 kg) ^d

- a. Weight does not include the optional mass flow meter, optional P-50 co-solvent pump, optional recycle system, the circulating bath and the data system.
- b. Weight does not include the optional recycle system, the circulating bath, and the data system.
- c. Two per system.
- d. The PC and the LCD monitor weights are representative. The actual weight may vary, depending on the model.

Minimum door widths

Doorways must be at least 31 in (79 cm) wide. Elevators and corridors must be wide enough to allow corners to be negotiated. Special handling arrangements may be required if access to the laboratory is via a staircase.

Lifting

As a general rule before lifting, lowering, or moving the instruments:

- Assess the risk of injury.
- Take action to eliminate risk.
- Plan the operation in advance and in conjunction with the Waters engineer.
- Adhere to appropriate country and company regulations.

Additional space considerations

Consider the following when choosing and preparing your site:

- A clearance of 6 in (15.2 cm) behind the system is required for access to power and communication connections.
- Other than the exhaust tubing, the area above the system should be kept clear of overhanging obstructions to allow access to the top of the instrument.
- If installing the system inside a fume hood, contact your local Waters sales representative for additional requirements.
- The circulating bath must be placed on the floor and should be as near the system as possible. A minimum clearance of 12 in (30.5 cm) at the front and rear of the bath is necessary for adequate ventilation.
- The data system (computer CPU, monitor, keyboard, and mouse) must be placed on a laboratory bench next to the system. These components require approximately 24 in (61 cm) of the system. Standard-length cables are provided with the system.
- The optional recycle system must be placed on the floor and should be as near the system as possible.
- A minimum clearance of 12 in (30.5 cm) at the front and rear of the bath is necessary for adequate ventilation.
- Power outlets for the circulating bath, recycle system, PC, and monitor must be located within 10 ft (3 m) of the system.

Solvent considerations

Solvents used with the system should be high-purity HPLC-grade or as appropriate for the customer's application.

For information on solvent brands and mobile phase reservoirs, refer to the document *Controlling Contamination in UltraPerformance LC[®]/MS and HPLC/MS Systems*, part number 715001307, located in the Waters Support Center on the Web (www.waters.com).

Gas supply

Carbon dioxide

The grade of CO₂ is dependent upon the application requirements. The SFE-2X5LF system requires food grade or better without a regulator.

CAUTION: DO NOT USE LOW PRESSURE TANKS SUCH AS DEWARS.

CAUTION: DO NOT STORE TANKS IN COLD LOCATIONS.

The tank must:

- have a dip tube to pull liquid CO₂ from the bottom of the tank.
- be capable of delivering a minimum of 50 bar.

Power requirements

Refer to the following power requirements when preparing your laboratory:

- All SFE-2X5LF system components require earthed (grounded) power source. The receptacles from this power source must be accessible to all components, and must share a common ground.
- The circulating bath and optional recycler chiller each require a dedicated circuit.
- The individual modules, except for the circulating bath, relays, optional recycle system, optional recycler chiller, PC, and LCD monitor, are connected to the attached power strip.
- Consider using a line conditioner or an uninterruptible power supply (UPS) for optimum long-term input voltage stability.

Refer to [Table 4](#) for system component power requirements.

Table 4: System component power requirements

System component ^a	Input voltage/frequency	Fuse rating	Max. power draw
ABPR	100-240 VAC 50-60 Hz	3 A-250 VA	220 VA
CN6 temperature controller	100-240 VAC 50-60 Hz	1 A-250 VA	22 VA
Heat exchanger	100-240 VAC 50-60 Hz	10 A-250 V	1000 VA
P-200 CO ₂ pump	100-240 VAC 50-60 Hz	10 A-250 V	880 VA
Optional P-50 co-solvent pump	100-240 VAC 50-60 Hz	10 A-250 V	352 VA
Relay module - 12 A	200-240 VAC 50-60 Hz	(2X) 12 A-250 V	12 A-2640 VA
Relay module -20 A	200-240 VAC 50-60 Hz	(4X) 12 A-250 V	20 A-4400 VA
Mass flow meter	115-230 VAC 50-60 Hz	0.4 A-250 V	20 VA
5L vessel heater	200-240 VAC 50-60 Hz	N/A	2000W
1L vessel cyclone	200-240 VAC 50-60 Hz	N/A	1000W
Circulating bath	115 VAC 60 Hz	12 A	1345W
Recycler chiller	200-240 VAC 50-60 Hz	12.2 A-250 V	2200W

a. The cooling heat exchanger has no electrical parts.

The type of plugs supplied with the system depends on the country. [Table 5](#) lists the number and the type of power cords required for each system configuration. You must provide appropriate sockets for the relevant plugs shown.

Table 5: Power cords

Plug type	Part number	Description	Quantity
	442000154	Cord, CEE7-Euro 8 Feet Power	2 ^a
	442000155	Cord, BS 1363 UK 8 Feet Power	3
	442000156	Cord, China 8 Feet Power	3
	442000157	Cord, BS 546 India 8 Feet Power	3
	442000158	Cord, 5-20P US 8 Feet Power	3 ^a

a. Supplied.

Environmental requirements

CO₂ detectors

The customer must provide suitable CO₂ detector(s) for the laboratory where the SFE-2X5LF System is located. The appropriate power sources and related safety equipment (warning strobes, for example) are also required.

General

Follow these general environmental requirements when preparing your laboratory:

- Install the system in an environmentally controlled laboratory, in a draft-free position away from excessive amounts of dust and away from direct sunlight.
- Position the system so that it is not directly beneath the air-conditioning or heating ventilation.
- The relative humidity must be between 20% and 80%, non-condensing. The optimum humidity range is 25% to 60% relative humidity.
- Place the system in a well-ventilated area. The work area must be designed to accommodate the use of flammable solvents. The equipment is not to be used in an environment containing an explosive atmosphere.

Temperature

Follow these temperature requirements and considerations when preparing your laboratory:

- The ambient temperature in the laboratory must be from 10 to 28 °C (50 to 82 °F).
- The optimum temperature range of the laboratory is 19 to 22 °C (66 to 72 °F). Short-term thermal variations should be no more than 2 °C (3.6 °F) per 1.5 hours.

CAUTION: THE CUSTOMER SHOULD CAREFULLY DETERMINE CONDITIONS REQUIRED FOR SAFE OPERATION WITH THE FLUIDS IN USE. WHILE THE SYSTEM CAN FUNCTION AT THE TEMPERATURE AND HUMIDITY RANGES LISTED ABOVE, MANY OF THE FLUIDS USED IN THE MOBILE PHASE (E.G., CARBON DIOXIDE) WILL BOIL OR OVERPRESSURE THEIR SUPPLY CYLINDERS AT THE HIGHER TEMPERATURES.

Vibration

Do not place the system close to heavy machines such as compressors and generators, which can create excessive floor vibration.

Exhaust outlets

WARNING: ALTHOUGH CO₂ IS A NON-TOXIC GAS, IT WILL DISPLACE THE AIR IN THE ROOM AND CAN LEAD TO SUFFOCATION IF NOT PROPERLY VENTED. VENTING OF THE SFE-2X5LF SYSTEM IS THE SOLE RESPONSIBILITY OF THE CUSTOMER AND IS REQUIRED FOR THE SYSTEM TO BE INSTALLED AND TESTED.

The system includes provisions for venting to a fume hood to the outside through a 1/4-inch compression fitting. Tubing connected to the fitting should be of sufficient strength to withstand the pressures. If the run is going to be greater than 5 feet or contain multiple bends, use larger tubing to prevent restriction of the escaping gases.

The system also includes provisions to vent the rupture disks to a hood or to the outside by 3/8-inch compression fittings attached to each rupture disk outlet. Tubing connected to each fitting should be of sufficient strength to withstand the pressures.

Test samples

CAUTION: *HANDLE HAZARDOUS SAMPLES IN A MANNER THAT CONFORMS TO THE MANUFACTURER'S GUIDELINES AS DEFINED IN THE RELEVANT HAZARD DATA SHEETS.*

The Waters service engineer uses the samples supplied by the customer.

NOTE: *The Waters engineer does not carry test samples to the installation. If you cannot provide test samples before the scheduled installation, you must reschedule. If the Waters engineer arrives on site and the necessary facilities are unavailable, the customer will be charged any costs incurred for the visit.*

Waters cannot provide lot numbers or any other certification regarding the source of these test samples. If you require this information, you must obtain it directly from the supplier.

Safety considerations

Place carbon dioxide monitors in laboratories using the SFE-2X5LF system. Monitors should be able to detect CO₂ levels to 10,000 ppm and alarm at 5,000 ppm.

Items supplied by the customer

The customer supplies the following items:

- Carbon dioxide supply
- 2-L supply of methanol
- 8-L supply of 50:50 ethylene glycol and deionized/distilled water mix.
- Connection to the CO₂ supply: a CGA 320 tank fitting and 10 ft (3 m) of 1/8-in (3.2-mm) SS tubing are supplied; you must provide a connection between this tubing and the CO₂ supply.
- Flexible ducting for ventilation to connect with a 5-in (12.7-cm) vent port.
- Tubing for exit port venting of system waste gas to connect to a 1/4-in (6-cm) compression fitting.

Site preparation checklist

Complete this checklist and return it to Waters when all the requirements are available.

NOTE: *It is the customer's responsibility to ensure that ALL the laboratory supplies are correct. Please attach any additional information to this document where necessary.*

Space requirements - see [page 2](#)

The available work space is adequate for the system.

Lifting and carrying – see [page 6](#)

Guidelines for lifting and carrying the equipment were followed.

Solvents and samples – see [page 7](#)

Suitable solvent and solvent containers are available, and solvent and sample preparation facilities are in place.

Gas supply – see [page 7](#)

The necessary CO₂ supply is available.

Power requirements – see [page 8](#)

The specified power source requirements are met, and an appropriate number of power receptacles are available.

Environmental requirements – see [page 10](#)

The laboratory meets the temperature, humidity, vibration, magnetic fields, and radio emissions requirements.

Exhaust outlets – see [page 10](#)

The required connections are available.

Ancillary equipment

If you plan to use any other equipment with the system, provide details below.

Make/type	Model	Already commissioned	To be commissioned

Test samples – see [page 11](#)

The supplied test samples are available.

Customer-supplied items – see [page 11](#)

All customer-supplied items, including solvents, exhaust connections, gas supplies, waste containers, and glassware, are available.

I confirm that all supplies are now available and that all specified environmental conditions have been met. During the installation, the operator intends to be available for demonstration and training by the Waters engineer:

- At all times.
- Approximately ____% of the time.
- Not at all.

During the likely period of installation, the following dates are NOT convenient:

Signed: _____

NOTE: If an authorized Waters service engineer arrives on site to begin installation work and cannot complete the installation due to lack of facilities (for example, insufficient power or an unprepared laboratory), costs incurred will be charged.

Please complete the following sections in block letters:

Position: _____

Name: _____

Organization: _____

Street: _____

City/State: _____

Zip/Postal Code: _____

Country: _____

Telephone: _____

Fax: _____

Email: _____

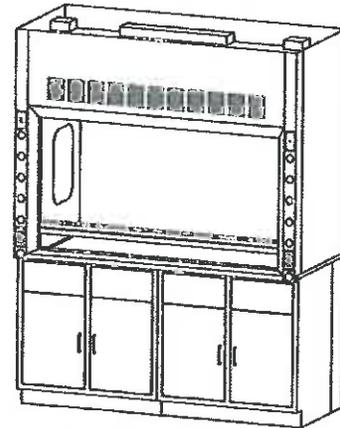
NOTE: The installation of your system cannot begin until pages 11 through 13 of this document have been fully completed and returned to the Sales Support Representative at your local Waters office.

GENERAL PURPOSE BENCH TOP FUME HOODS

5SA Series

Constant Volume By-Pass - Vertical Sash

- General purpose chemical fume hood.
- Standard electrical package includes a vapor proof fluorescent light, light switch, and two 120V duplex receptacles.
- Stainless steel flush sill bottom air-foil.
- 30-1/2" high sash opening with a 36" high glass site line.
- Frameless sash with laminated safety glass and vented finger pull.
- Removable interior and exterior panels for access to service valves.
- Wire management chase on both sides of fume hood.
- Poly resin glastic white interior liner.
- Metal free interior.
- UL 1805 Classified and ASHRAE 110-95 tested.



Cabinets are optional

Product Model Numbers				
Width	Depth 31-3/8"	Depth 37-3/8"	Depth 41-3/8"	Height
47"	5SA47A	5SA47B	5SA47C	53"
58"	5SA58A	5SA58B	5SA58C	53"
70"	5SA70A	5SA70B	5SA70C	53"
94"	5SA94A	5SA94B	5SA94C	53"
120"	5SA120A	5SA120B	5SA120C	53"

Note: 120" wide hoods have a split sash, with two vertical rising sash panels with a maximum 28" high sash opening.

Fume Hood Options and Accessories

- Service Fixtures
- Hood Counter Tops and Sink
- Base and Specialty Cabinets
- Monitors / Alarms
- Ceiling Enclosures
- Pre-piping and Pre-wiring
- Other Accessories

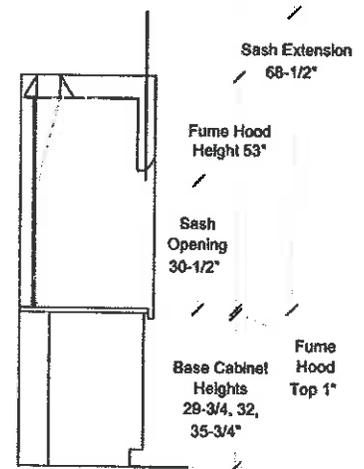
Sash Style Options

- Combination Sash -CS
- Split Sash -SPS
- Horizontal Sash -HS
- Double Sided Hoods -DS

Fume Hood Types

- Restricted Bypass -RB
- Auxiliary Air -AA

Refer to HLF catalog pages for ordering information and descriptions.

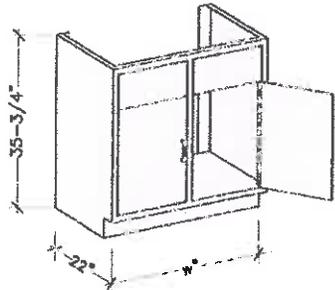


FUME HOOD WIDTH	EXHAUST COLLAR SIZE	CFM @100 LFM (18" SASH OPENING)	CFM @100 LFM (30-1/2" SASH OPENING)
47"	4" x 24"	475	790
58"	4" x 24"	600	1050
70"	4" x 24"	750	1300
94"	4" x 36"	1050	1800
120"	(2) 4" x 24"	1400 [Ⓐ]	1075 [Ⓑ]

[Ⓐ] CFM is calculated with both split sashes open at 18".
[Ⓑ] CFM is calculated with one side of split sash fully open at 28" high.
 CFM = Cubic Feet Per Minute
 LFM = Linear Feet Per Minute

STANDING HEIGHT = 35 3/4"

Specialty Cabinets



Fume Hood Base Cabinets

- Inset steel - flush face construction.
- Designed for under fume hood applications or used when sinks are required inside fume hood.
- For locks, Specify -LK at the end of the product number.

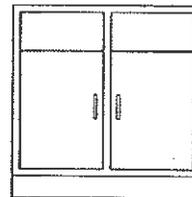


Model	Width
FHB11H	11"
FHB18H	18-1/8"
FHB23H	23"
FHB24H	24-1/8"

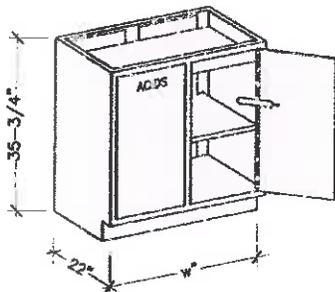


Model	Width
FHB11HL	11"
FHB18HL	18-1/8"
FHB23HL	23"
FHB24HL	24-1/8"

L= Left Hinged Door



Model	Width
FHB30H	30"
FHB35H	35"
FHB47H	47"
FHB58H	58"



Acid / Corrosive Storage Cabinets

- Designed for under counter and under fume hood applications, for storage of corrosive materials.
- Includes one adjustable shelf.
- Two vent holes are provided in back of cabinet for use with an optional AVK vent kit
- Lined with corrosive resistant cement board liner.
- 3 Point locking door mechanism.
- Pneumatic self-closing door.

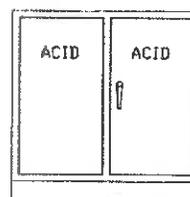


Model	Width
ASB18H	18"
ASB23H	23"
ASB24H	24"



Model	Width
ASB18HL	18"
ASB23HL	23"
ASB24HL	24"

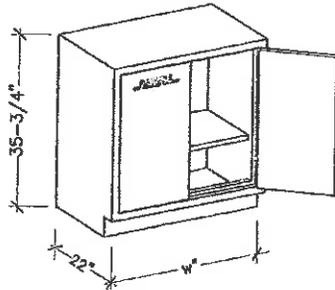
L= Left Hinged Door



Model	Width
ASB30H	30"
ASB35H	35"
ASB47H	47"
ASB58H	58"

STANDING HEIGHT - 35 3/4"

Specialty Cabinets



Flammable Cabinets

- Meets NFPA, FM, UL standards
- Use under counter, under fume hods or stand-alone applications
- Double-wall 18ga. construction w / 1.5" air space.
- Pneumatic self-closing door.
- Chemical-resistant interior and exterior finish.
- Single adjustable shelf included.
- 18ga 2" sill at bottom to retain spills.
- Two spark arrester vent holes are provided in back of cabinet for use with a optional svk vent kits

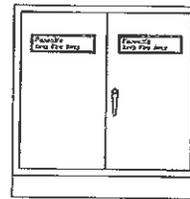


Model	Width
FSB18H	18"
FSB23H	23"
FSB24H	24"

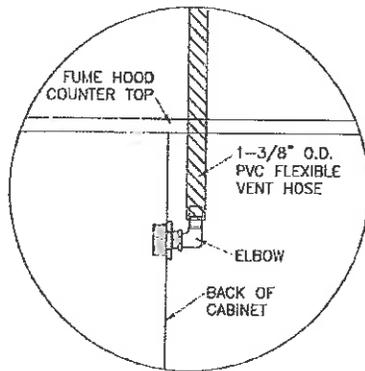


Model	Width
FSB18HL	18"
FSB23HL	23"
FSB24HL	24"

L= Left Hinged Door



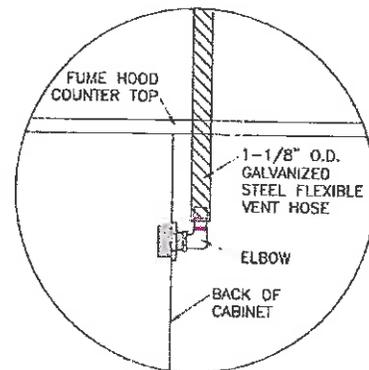
Model	Width
FSB30H	30"
FSB36H	36"
FSB47H	47"



Acid Vent Kit

- For connection from acid cabinet to fume hood ducting
- Includes 8' long Ø1-3/8" O.D. PVC flexible hose
- Connection to ducting by others.
- A threaded elbow connection is provided for attachment to back of cabinet.

Model	Length
AVK	8'



Flammable Vent Kit

- For connection from acid cabinet to fume hood ducting
- Includes 8' long Ø1-1/8" O.D. galvanized steel flexible hose
- Connection to ducting by others.
- A threaded elbow connection is provided for attachment to back of cabinet.

Model	Length
SVK	8'

Job Description – Senior Analytical Chemist Senior Microbiologist	FR 1.0-37	Revision 0
	Effective Date:	Page 1 of 2

Job Title: Senior Analytical Chemist/ Senior Microbiologist
Reports to: Laboratory Director

JOB DESCRIPTION:

The senior analytical chemist/senior microbiologist is responsible for assisting the laboratory director and/or laboratory manager with day-to-day operations of the laboratory as well as assist in method development, provide advice and opinions on new laboratory equipment purchases, and perform method development.

QUALIFICATIONS:

Bachelors of science in chemistry, microbiology, molecular biology, or one of the natural sciences

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The senior analytical chemist/microbiologist can act as the supervisory analyst

- Helping extract or digest samples
- Maintaining and calibrating instruments
- Preparing and analyzing samples
- Analysis and approval of data
- Documenting non-conformances and corrective actions
- Logging in samples and maintaining proper chain of custody
- Maintaining sample storage facilities
- Coordinating sample disposal
- Coordinating chemical or biohazard waste disposal
- Ordering supplies and materials for the laboratory
- Training new employees on the testing methods
- Keeping training records up to date
- Safety and internal audits
- Records maintenance
- Communicating and resolving client issues/complaints
- Implementing process changes to increase quality and efficiency
- Provide retraining as appropriate
- Troubleshoot equipment errors and provide resolutions
- Method development
- Method validation

PERSONAL CHARACTERISTICS:

The senior analytical chemist/senior microbiologist should have the ability to multi-task and handle multiple projects at the same time.

Job Description – Senior Analytical Chemist/Senior Microbiologist	FR 1.0-37	Revision 0
	Effective Date:	Page 2 of 2

PHYSICAL DEMANDS:

The senior analytical chemist/ senior microbiologist must be able to move about the laboratory. This position requires the ability to lift up to 50 lbs.

POSITION DEMANDS:

- This position requires attention to detail and ability to complete tasks in a timely manner. This position does require some travel. Travel is less than 10% of time.

Employee:

Supervisor(s):

Employee Name:

Supervisor Name

Employee Signature:

Supervisor Signature:

Date:

Date:

Hire Date:

Job Description - Laboratory Technician I	FR 1.0-39	Revision 0
	Effective Date:	Page 1 of 2

Job Title: Laboratory Technician I
Reports to: Laboratory Director or Laboratory Manager

JOB DESCRIPTION:

The Laboratory Technician I is responsible for assisting with day-to-day operations in the laboratory including sample receiving and preparation.

QUALIFICATIONS:

Degree in science in chemistry, microbiology, molecular biology, or one of the natural sciences

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Helping extract or digest samples
- Preparing samples for analysis
- Documenting non-conformances and corrective actions
- Logging in samples and maintaining proper chain of custody
- Maintaining sample storage facilities
- Coordinating sample disposal
- Preparing media and solutions
- Washing dishes
- Maintaining a clean and organized lab
- Recognizing issues in the laboratory and bringing them to the attention of management

PERSONAL CHARACTERISTICS:

The laboratory technician I should have the ability to multi-task and handle multiple sample batches at the same time.

PHYSICAL DEMANDS:

The laboratory technician I must be able to move about the laboratory.
This position requires the ability to lift up to 50 lbs.

POSITION DEMANDS

This position requires attention to detail and ability to complete tasks in a timely manner.
This position does not require travel.

Job Description – Laboratory Technician I	FR 1.0-39	Revision 0
Effective Date:		Page 2 of 2

Employee:

Supervisor(s):

Employee Name:

Supervisor Name

Employee Signature:

Supervisor Signature:

Date:

Date:

Hire Date:

Job Description – Laboratory Director	FR 10-35	Revision 0
	Effective Date:	Page 1 of 2

Job Title: Laboratory Director
 Reports to: Chief Executive Officer and Medical Director

JOB DESCRIPTION:

The Laboratory Director is ultimately responsible for the entire laboratory and the implementation and maintenance of the quality assurance program. The Laboratory Director shall certify that personnel with appropriate educational and/or technical background shall perform all tests for which the laboratory is accredited, certified, and/or licensed.

QUALIFICATIONS:

The Laboratory Director must meet one of the following requirements:

Hold a doctoral degree in one of the natural sciences and have at least a year of full-time laboratory experience in toxicology, analytical chemistry, or diagnostic testing

Hold a master's degree in one of the natural sciences and have at least two years of full-time laboratory experience in toxicology, analytical chemistry, or diagnostic laboratory testing.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- The laboratory director is ultimately responsible for the entire laboratory and the implementation and maintenance of the quality assurance program.
- The laboratory director shall certify that personnel with appropriate educational and/or technical background shall perform all tests for which the laboratory is accredited, certified, and/or licensed. Such information shall be documented.
- Responsible for the health and safety of laboratory personnel
- Responsible to ensure that all recognizable hazards are promptly addressed.

PERSONAL CHARACTERISTICS:

The laboratory director must be able to handle interactions and manage laboratory staff as well as interact with clients and other departments as necessary to ensure the laboratory operates smoothly.

PHYSICAL DEMANDS:

NA

POSITION DEMANDS:

This position requires attention to detail and ability to complete tasks in a timely manner.

Job Description – Laboratory Director	FR 1.0-35	Revision 0
Effective Date:		Page 2 of 2

This position does require some travel. Travel does not typically exceed 50%.

Employee:

Supervisor(s):

Employee Name:

Supervisor Name

Employee Signature:

Supervisor Signature:

Date:

Date:

Hire Date:

Job Description - Manufacturing Assistant	

Job Title: Manufacturing Assistant
Reports to: Quality Assurance Director

JOB DESCRIPTION:

The manufacturing assistant will carry out the work that allows quality assurance director to concentrate on, and perform the more complex processing tasks in the facility. The manufacturing assistant shall be responsible for ensuring daily checklists are completed as well as any and all secondary tasks to the manufacturing process, particularly overseeing the organizing/cleaning of laboratories and all processing equipment including the extractors. Secondary tasks will also include packaging and storage processes.

QUALIFICATIONS:

The Manufacturing Assistant must meet one of the following requirements:

- Hold a degree in a relative field and one year experience working in a laboratory setting
- Two years working in a laboratory or related field

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Learn all the procedures and protocols taking place in the facility from harvest through packaging
- Follow instructions of the quality assurance director with close attention to detail
- Assist in pre-extraction, extraction and post-extraction processing as well as product formulation
- Ensure that team members are following procedures in all post-harvest processes
- Cleaning, maintaining, and servicing of lab and extraction equipment
- Monitoring of storage conditions throughout all phases of the post-harvest processing through to final packaging and storage until time of dispensing

PERSONAL CHARACTERISTICS:

This person should be very detail oriented ensuring that procedures are followed exactly throughout the manufacturing process. In the event it becomes evident a procedure needs to be changed this person will be the one to observe it and request an official SOP change from management.

This position is not always fun and requires someone that can handle being the regulatory member of the team without taking disagreements personally

PHYSICAL DEMANDS:

- The physical demands of this position are the ability to observe team members, read technical procedures and apply them to the processing facilities, and provide feedback
- This position demands someone with the ability to work in a fast paced environment and multi task across many areas of the facility, while dealing with the stresses of different personalities among team members.

POSITION DEMANDS:

- This position requires attention to detail and ability to complete tasks in a timely manner while following instructions with low supervision.



6900 N.W. 12th Ave.
Fort Lauderdale, FL 33309
954-957-7271 FAX 954-957-7807

June 30, 2015

Costa Nursery Farms, LLC
Costa Nursery Farms, LLC
22290 SW 162nd Avenue
Miami, FL 33170-

RE: Budgetary Proposal to transport and dispose of microbial and medical waste streams located at 19000 SW 192nd Street Miami, FL 33187 and 21865 SW 162nd Avenue Miami, FL 33170 786-866-5227

Dear Costa Nursery Farms, LLC

SWS Environmental Services is pleased to submit the following proposal for the Scope of Work described herein, along with our standard Terms & Conditions. We appreciate the opportunity to bid on this project and are prepared to perform the work upon your approval of the Proposal.

Job Summary

Generate disposal profile using client supplied MSDS sheets. Ensure 55 gallon drums are in DOT shippable condition. Transport and dispose of 55 gallon drums from two (2) locations to EWS Alabama. Provide disposal manifest. NOTE: the word "Drum" below denotes 55 gallon drums.

Description	Rate	Quantity	Unit	Total
		1	Drum	
Transportation / stop fee		2	Event	
Total:				

Customer acknowledges that invoicing will consist of actual quantities incurred at the provided rates. Any additional resources required, other than those identified herein, will be invoiced in accordance with SWSES's current time and materials rates. If the Customer issues a Purchase Order for an estimated amount, Customer acknowledges that invoicing will still be based on actual quantities incurred at the provided rates regardless if the Purchase Order amount is exceeded. Any terms proposed in Customer's acceptance of this proposal which add to, vary from, or conflict with this proposal or SWSES's Standard Terms and Conditions, are hereby rejected. Any such proposed terms shall be void and the terms in this proposal and SWSES's Standard Terms and Conditions shall constitute the complete and exclusive statement of the terms and conditions of the contract between SWSES and Customer.

SWSES's Standard Terms and Conditions are hereby incorporated into this proposal. By signing below, you represent that that you are an authorized representative of the Customer and this document and SWSES's Standard Terms and Conditions will constitute a contract between SWSES and the Customer to perform the services in accordance with the scope, pricing, schedule and standard terms and conditions of this proposal. Any changes to SWSES scope, pricing, schedule or standard terms and conditions must be specifically agreed to by SWSES in writing prior to performance of services and incorporated herein.

SWS Environmental Services customary work hours are 8:00 a.m. to 4:00 p.m.

A fuel recovery charge has been incorporated into this lump sum/fixed price quote. We reserve the right to adjust pricing for services provided beyond thirty (30) days from quote date if the cost of fuel varies significantly.

All waste must be profiled and acknowledged by the customer.

Disposal pricing based upon waste specifications. Transportation and disposal will be based on actual volumes with stated minimums at quoted unit rates.

Pricing for waste is upon disposal facility acceptance. Off-spec charges and/or surcharges will be priced accordingly.

Waste volumes are an estimate only, customer will be charged for actual quantities.

We appreciate the opportunity to submit this proposal. If you have any questions or require additional information, please contact me at the phone number or address below. If you accept this proposal, please sign and return to SWS Environmental Services.

Respectfully,

Mike Morris

Mike Morris
Service Center Manager
6900 N.W. 12th Ave.
Fort Lauderdale, FL 33309
954-957-7271

AGREED: Costa Nursery Farms, LLC

By: _____

Date: ___ / ___ / ___

Cc: Jeffry Peleg, Bus Dev Rep



STANDARD TERMS AND CONDITIONS

1. **Acceptance and Formation of Contract:** All written proposals shall be valid for a period of thirty (30) days. The cancellation or expiration of any contract hereunder shall not affect either Party's obligations under any orders issued and accepted prior to such expiration or cancellation. By issuance of a notice to proceed with the work, whether oral or written, Customer agrees to the terms and conditions stated herein. Any terms proposed in Customer's acceptance of this proposal which add to, vary from, or conflict with the proposal or these terms and conditions, are hereby rejected. Any such proposed terms shall be void and the terms in the proposal and these terms and conditions shall constitute the complete and exclusive statement of the terms and conditions of the contract between Progressive Environmental Services, Inc. d/b/a SWS Environmental Services ("SWSES") and Customer.

2. **Project Documents:** SWSES's proposal includes and incorporates SWSES's Rate Schedule which is in effect at the time of performance of the work, all documents provided to SWSES by or on behalf of Customer and all documents provided to Customer or its representative by or on behalf of SWSES. The term "Customer" refers to the party with whom SWSES is contracting. This document is incorporated by reference to the Contract as specified therein and is an integral part of the Contract.

3. **Scope of Work and Price:** All work performed hereunder shall be performed and invoiced in accordance with SWSES's written proposal, SWSES's Rate Schedule which is in effect at the time of performance of the work, the other Project Documents, and the terms and conditions stated herein as each may be applicable to the type of work performed. In the event that the scope of work, schedule, or material changes, Customer agrees to pay SWSES on a time and material basis in accordance with SWSES's then current Rate Schedule or other unit rates, whichever is applicable, unless a revised proposal is prepared by SWSES and accepted by Customer. Emergency response services shall be performed and invoiced in accordance with SWSES's current Rate Schedule. Unless expressly set forth, SWSES's proposal does not include state or local sales tax. If any such taxes are applicable and the client does not provide a Direct Pay or Tax Exemption Certificate for this work, such taxes will be added to the invoiced amount as a separate line item. A fuel recovery fee will be invoiced for all transportation, disposal and fuel consuming equipment charges at the prevailing rate at the time work is performed. Please see the recovery fee link on our web site at www.swsenvironmental.com.

4. **General Conditions of Work:** Customer is responsible for furnishing to SWSES all pertinent data and information concerning the work to be performed hereunder, the nature of the work site and the nature of the conditions to be remediated, including special hazards or risks involved with such work, premises, site or conditions. Unless otherwise stated in SWSES's proposal, all pricing is based upon the following general conditions: (a) SWSES will not incur any waiting or standby time for reason beyond SWSES's control; (b) access to, from and at the work site will not be restricted or limited; (c) there will be no overhead, underground, aboveground or other obstructions, rocks, pipelines, or utilities that would impede SWSES's work; (d) the work site and all access ways shall be suitable for the size and weight of all vehicles and equipment utilized to perform the work; (e) all wastes shall conform to the representations of Customer and the Project Documents; (f) all non-emergency response related work will be performed Monday through Friday during daytime business hours between 8:00 a.m. and 4:00 p.m. (work performed outside of this time frame will be charged at 1.5 times the standard rates or as otherwise provided in SWSES's then current Rate Schedule; work performed on Sundays and holidays will be charged at two times the standard rates); (g) Customer is responsible for all damage to equipment and its components not caused by the direct fault of SWSES; and (h) Customer is responsible for all costs associated with overloading of containers or trucks including citations, damages to equipment or property, loss of revenue, etc., unless loaded by SWSES. Any variance in these conditions is considered a change in the scope of work unless expressly otherwise stated in SWSES's proposal.

If any of the waste contains materials which do not conform to the descriptions provided by Customer and/or in the Waste Profile Sheets ("non-conforming waste"), SWSES may, at its option, properly dispose of it, return it to Customer or require Customer to remove and dispose of the non-conforming waste at Customer's expense and reimburse SWSES for any expenses that it has incurred. Customer is expressly prohibited from allowing any other carrier to move SWSES's equipment without the prior written consent of SWSES. The equipment that SWSES furnishes to Customer will remain on its property until moved by SWSES. Customer will be responsible for any loss or damage resulting from its handling of the equipment, except for normal wear and tear. Customer will not overload by weight or volume, move or alter the equipment and will take reasonable precautions to prevent others from doing the same. Customer will use the equipment only for its intended purpose. If the equipment is inaccessible or overloaded by weight or volume, SWSES's service will be subject to an additional charge as outlined in SWSES's then current Rate Schedule or other unit rates as applicable. SWSES will not be responsible for damage to Customer's driving surfaces resulting from weight of vehicles or equipment.

5. **Invoicing and Payment:** Customer shall make payments due under each invoice within fifteen (15) days of the invoice date. Interest shall begin to accrue on the invoice due date for payments not received by such date at the smaller of (i) the maximum lawful interest rate or (ii) one and one-half (1½%) percent per month. The individual signing the proposal incorporating these terms personally guarantees payment of any charges incurred thereunder. All payments will be first applied to interest, if any. In the event payment is not timely made and SWSES files a lien or bond claim on Customer's account, Customer will be assessed an administrative charge of \$500.00 plus any applicable costs provided for in paragraph 6. However, Customer expressly agrees that SWSES is a beneficiary to, and may impose a lien on, any and all of Customer's insurance policies and/or proceeds. Customer expressly acknowledges that its obligation to pay all amounts incurred hereunder is absolute and is not conditioned upon availability of funding, insurance, or any other reasons.

6. **Disputes and Waiver of Rights:** In the event that Customer disputes any portion of any invoice, Customer shall provide SWSES written notice of the disputed items within fifteen (15) days of the invoice date. The written notice must specifically state the portion in dispute and describe the dispute in such detail that SWSES has full notice of the dispute. Customer hereby agrees that failure to provide such written notice within fifteen (15) days of the invoice date constitutes waiver of any such dispute and full payment of the invoice shall be provided to SWSES. Customer agrees that it will not claim any dispute after the fifteen (15) day period that has not been timely specified in writing to SWSES. Further, Customer agrees that the non-disputed portion of the invoice will be paid within fifteen (15) days of the invoice date.

In the event that a lawsuit arises out of any matter related to this contract and SWSES prevails, Customer agrees to pay SWSES's attorneys' fees and costs, including, but not limited to, in-house counsel at the rate of \$300.00 per hour and outside counsel, plus court costs and expenses. Further, Customer agrees to pay SWSES for its' personnel at twice the rate stated in its' rate sheet for any time spent preparing the case or testifying at a deposition or trial.

7. **Title to Waste:** The parties hereto agree that SWSES is not and shall not be considered the owner or generator of, and shall not take title to, any waste materials or substances remediated, removed or otherwise handled by SWSES on behalf of Customer. Customer hereby authorizes SWSES to sign waste manifests and profiles as agent for the generator.

8. **Indemnity:** Each party hereto agrees to indemnify, defend and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, business interests, or persons or for death, arising out of or related to the performance of this Contract and/or the conditions to which this Contract pertains, to the extent that any such claims, demands, causes of action and/or liability is attributable to the breach of contract, negligence, or other fault of the indemnifying party. The indemnification by each party shall survive the termination of this Agreement. Notwithstanding the foregoing, where the work or services provided by SWSES consists of or is related to emergency response, SWSES does not waive any right or ability it may have to assert responder immunity pursuant to any applicable Federal, state and/or local laws and ordinances and/or any lawful order, regulation and/or rules thereunder and shall not be liable for any claims where such responder immunity applies.

9. **Assignment:** Customer may not assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under the Agreement without the prior written consent of SWSES, which consent shall not be unreasonably withheld.

10. **Jurisdiction and Venue:** The substantive laws of the State of Florida, without regard to conflicts of laws principles that would require application of any other law, shall govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, formation, construction, breach, performance, termination and enforcement. The Parties mutually consent to the exclusive jurisdiction of the federal and state courts in the State of Florida and agree that any action, suit or proceeding concerning, related to or arising out of this Agreement and the negotiation of this Agreement will be brought only in a federal or state court in the State of Florida and the Parties agree that they will not raise any defense or objection or file any motion based on lack of personal jurisdiction, improper venue, inconvenience of the forum or the like in any case filed in a federal or state court in the State of Florida.

Initial _____



EMERGENCY RESPONSE AGREEMENT

**Prepared For:
Costa Nursery Farms, LLC.
19000 SW 192nd Street
Miami, FL 33187**

**Corporate Office:
SWS Environmental Services
600 Grand Panama Blvd., Suite 200
Panama City Beach, Florida 32407
(850) 234-8428**

**24-Hour Emergency Response
1-877-742-4215**

EMERGENCY RESPONSE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 25th day of June 2015 by and between Costa Nursery Farms, LLC., a corporation with a place of business at 19000 SW 192nd Street, Miami, FL 33187, (hereinafter "Customer") and Progressive Environmental Services, Inc., d/b/a SWS Environmental Services, a Delaware corporation with a place of business at 600 Grand Panama Blvd, Suite 200, Panama City Beach, FL 32407 (hereinafter "SWS") (collectively referred to as "Parties").

WHEREAS, SWS is engaged in the business of providing environmental services, including emergency response services; and

WHEREAS, Customer desires to engage SWS to provide emergency response services; and

WHEREAS, Customer and SWS desire to establish the terms and conditions pursuant to which emergency response services will be provided.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and SWS, intending to be legally bound, the Parties agree as follows:

ARTICLE 1 Purpose

- 1.1 This Agreement establishes the terms and conditions pursuant to which SWS may furnish Customer with emergency response services as such term is defined below.
- 1.2 This Agreement shall not obligate Customer to purchase emergency response services from SWS, nor shall it obligate SWS to provide emergency response services, but shall govern all orders or requests for such services issued by Customer and which are accepted by SWS. SWS will use its best efforts to respond to orders or requests from Customer for emergency response services.

ARTICLE 2 Term

- 2.1 This Agreement shall have an initial term of one (1) year from the date hereof and shall continue in effect from year to year thereafter, provided, however, that either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party.
- 2.2 In the event of any termination of this Agreement, Customer shall be responsible for (a) payment to SWS for all work completed through the date of termination; (b) all materials purchased by SWS for the Customer; (c) all administrative costs associated with the termination of this Agreement; and (d) reasonable demobilization fees.

ARTICLE 3 Services

- 3.1 The emergency response services to be provided by SWS (hereinafter individually or collectively referred to as “Services”) include, but are not limited to the following:
- Response to emergency situations including, but not limited to, releases of oil and/or hazardous materials;
 - Containment;
 - Recovery of and, as applicable, repackaging and removal of materials;
 - Site evaluation, decontamination, remediation and restoration;
 - Technical services, including sampling and laboratory analyses;
 - Transportation, proper handling and disposal of wastes;
 - Standby of personnel and equipment in anticipation of activation; and
 - Emergency response training and mock spill deployments.
- 3.2 The attached rate sheet presents the applicable charges (the “Rates”) for the Services.

ARTICLE 4 Waste Materials

- 4.1 Customer shall provide SWS a waste profile sheet or a similar document provided by SWS which accurately and completely describes the waste and its characteristics (the “Waste Profile”). Upon approval of the Waste Profile by SWS, the Waste Profile shall be incorporated into and become a part of this Agreement.
- 4.2 The treatment, storage and disposal facility (“TSDF”) to which the waste materials are to be transported shall be designated by the Customer to SWS in writing on a Special Waste Handling Agreement form, a copy of which is attached hereto. The Special Waste Handling Agreement may also direct SWS to sign hazardous waste manifests and/or bills of lading (collectively “Shipping Documents”) on behalf of Customer. Once the Special Waste Handling Agreement is signed by Customer, it shall be incorporated into and become a part of this Agreement.
- 4.3 Notwithstanding SWS assisting the Customer with qualifying and/or choosing a TSDF and/or signing Shipping Documents on behalf of Customer, SWS shall not be deemed to be the “generator,” “arranger,” “transporter” or “disposer,” as such terms are defined in applicable federal and state laws and regulations governing the disposal of wastes. Customer shall defend, indemnify and hold harmless SWS in the event that SWS is charged with being a “generator,” an “arranger,” a “transporter” or a “disposer”.
- 4.4 Title, risk of loss and all other incidents of ownership of the waste materials shall remain with the Customer until such time as the waste materials are accepted by and transferred to the designated TSDF. In the event that the TSDF rejects the waste materials because (a) the waste materials are improperly packaged or labeled; or (b) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile and which increase the costs of disposal or increase the risk of hazard to human health and the environment by the acceptance, handling and/or disposal of the waste materials; or (c) the designated TSDF is not permitted to dispose of waste materials with

such previously undisclosed characteristics or properties, Customer shall designate in writing an alternate TSDF. Except to the extent that rejection is due to SWS' negligence or willful misconduct, Customer shall compensate SWS at the applicable Rates for the additional handling and transportation of the rejected wastes.

ARTICLE 5 Pricing, Compensation and Payment Terms

- 5.1 Customer agrees to pay SWS in accordance with the Rates then in effect and applicable to the Services, and Customer shall initial the rate sheet, signifying its receipt and acceptance of the Rates. Customer shall at all times be responsible for the payment of SWS invoices, regardless of Customer's entitlement to payment or reimbursement from its insurer or other third party.
- 5.2 For Services provided, SWS, in its sole discretion, may issue either periodic invoices or a single invoice.
- 5.3 Payment terms shall be net fifteen (15) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts overdue for more than thirty (30) days. Customer shall be responsible for all costs (including costs incurred in any bankruptcy or insolvency proceeding) incurred by SWS to collect any payments due under this Agreement, including reasonable attorneys' fees and costs associated with filing any workman's, mechanic's or materialmen liens on the property on which Services were performed. Payments from Customer shall first be applied to interest, if any, and then to principal.
- 5.4 Customer hereby assigns to SWS all rights to any insurance payments that Customer may be entitled to receive for the Services provided under this Agreement and hereby authorizes its insurance company or agent to pay SWS directly. Notwithstanding the foregoing assignment, Customer shall retain the obligation to make payment in accordance with this Agreement, and grants SWS the right, at its sole option, to place a lien against any such insurance payments.
- 5.5 Customer agrees to pay SWS in accordance with its Rates for any litigation support or testimony provided by SWS in connection with or arising out of the Services performed by SWS under this Agreement.

ARTICLE 6 SWS Representations and Warranties

- 6.1 SWS shall provide all supervision, labor, materials, tools, equipment and subcontracted items for the performance of the Services.
- 6.2 SWS shall take necessary precautions for the safety of its employees, and shall comply with applicable provisions of the Occupational Safety and Health Act. It is understood and agreed, however, that SWS shall not be responsible for the elimination or abatement of safety hazards created by or otherwise resulting from work being performed by Customer's employees, its other contractors or agents.

- 6.3 SWS represents and warrants that it holds all necessary permits and licenses required for the performance of the Services.
- 6.4 SWS represents and warrants that it shall provide the Services in compliance with all applicable federal, state and local laws, regulations and ordinances.

ARTICLE 7 Customer Representations and Warranties

- 7.1 Customer shall provide full and complete information regarding its requirements for the Services. Customer shall furnish complete information regarding the work site, surface and subsurface conditions, access, utility locations, site boundaries, and other reports, documents or information that may be reasonably requested by SWS. Customer shall communicate to SWS all special hazards or risks known to the Customer that are related to the performance of the Services pursuant to this Agreement.
- 7.2 Customer shall designate a representative who shall be fully acquainted with the Services to be provided hereunder and who shall be available at all times during performance of the Services and authorized to approve changes in the scope of the Services and/or budget, to render decisions promptly and to furnish information expeditiously to SWS.
- 7.3 Customer shall be responsible for repairs to all private property, structures, roadways and rights-of-way resulting from SWS' reasonable use thereof.
- 7.4 Customer represents and warrants that it is under no legal restraint or order which would prohibit the performance of the Services by SWS. Customer represents and warrants that it has the requisite legal right, title, or interests necessary to provide control over and access to the premises where the Services are to be performed. Customer further represents and warrants that the Services to be provided under this Agreement will not violate any judicial or administrative order or any ruling of any court or governmental agency of which Customer has knowledge.
- 7.5 Customer represents and warrants that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials to be transported by SWS for disposal or recycling will conform to such description; that it is under no legal restraint or order which would prohibit transfer of possession of the waste materials to SWS for transportation and disposal; and that it has communicated and will communicate to SWS during the term hereof those hazards known by or become known by the Customer to be associated with the handling, transportation, treatment, storage and disposal of the waste materials.
- 7.6 Customer represents and warrants that it shall provide payment to SWS in accordance with the payment terms contained in this Agreement.

ARTICLE 8 Indemnification

- 8.1 SWS shall indemnify, defend and hold harmless Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents, successors and assigns from and against any and all costs, losses, liabilities, claims,

penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Customer may hereafter incur, become responsible for or payout as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state or local laws, regulations, or ordinances to the extent caused by: (1) SWS' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of SWS, its employees or agents in the performance of this Agreement, but with the exception of natural resource and other damages as provided in Section 8.3 below.

- 8.2 Customer shall indemnify, defend and hold harmless SWS, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents, successors and assigns from and against any and all costs, losses, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which SWS may hereafter incur, become responsible for or payout as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state or local laws, regulations, or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Customer, its employees or agents in the performance of this Agreement.
- 8.3 Notwithstanding the foregoing, Customer agrees to indemnify, defend and hold harmless SWS, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents, successors and assigns from and against any and all costs, losses, liabilities, claims, demands and causes of action for pollution damages; contamination or adverse effects on the environment, destruction of, damage to or loss of, whether actual or alleged, any property or natural resources, including the costs of assessing the damage; injury to or economic losses resulting from destruction of real or personal property; damages for loss of profits or impairment of earning capacity due to the injury, destruction or loss of real property, personal property or natural resources; damages for net costs of providing increased or additional public services; removal costs; and any other costs assessable under the Oil Pollution Act of 1990, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or other federal or state law or lawful authority applicable to threatened or actual releases of oil or hazardous substances which SWS may suffer, incur, or pay out in connection with, or arising out of the threatened or actual release of oil or hazardous substances by or owned by Customer. The foregoing responder immunity and indemnity provisions of this Section 8.3 shall not apply to the extent that any claims, liabilities or causes of action are caused by the gross negligence or willful misconduct of SWS.
- 8.4 Except for the indemnity contained in Section 8.3 above, neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

ARTICLE 9 Insurance

9.1 During the term of this Agreement, SWS shall, at its own expense, procure and maintain the following insurance coverage:

	<u>COVERAGE</u>	<u>LIMITS</u>
a.	Worker's Compensation	Statutory
b.	Employer's Liability	\$500,000
c.	Comprehensive General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
d.	Automobile	\$1,000,000 per occurrence
e.	Contractor's Environmental Impairment	\$1,000,000 per occurrence
f.	Professional Errors and Omissions	\$1,000,000 per occurrence

9.2 Upon written request, SWS agrees to furnish certificates to Customer evidencing the above insurance coverage.

ARTICLE 10 Changes in Work and Changes in Law

10.1 Customer agrees to pay SWS at the applicable Rates for additional Services or for any changes in the Services requested by Customer, regardless of whether such requests by Customer are verbal or in writing.

10.2 If any change occurs during the term of this Agreement with respect to any laws, rules, regulations or ordinances which affect the rights or obligations of Customer or SWS under this Agreement, or the applicability of any taxes or fees, or the cost or method of handling waste materials, Customer and SWS shall negotiate in good faith to bring this Agreement into conformance with such change or changes. In the event that such agreement cannot be reached, Customer or SWS shall have the right to immediately terminate this Agreement upon written notice to the other party. In the event of such termination, Customer shall pay SWS for Services completed, plus reasonable demobilization charges.

ARTICLE 11 Work on Customer's or Third Party's Premises

11.1 Customer agrees to provide to SWS, its employees and its subcontractors a safe working environment for any Services which must be undertaken on premises owned or controlled by Customer or to which access has been given to Customer by a third party for the performance of the Services. Customer agrees to disclose to SWS, its employees and its subcontractors, all known or suspected hazards associated with the performance of the Services.

ARTICLE 12 Force Majeure / Excuse of Performance

12.1 The performance of this Agreement, except for the payment for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accidents, inclement weather, sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities, changes in government laws, regulations, orders, or defense requirements, restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

ARTICLE 13 Notice

13.1 Any notice required or permitted pursuant to this Agreement shall be in writing and transmitted to the receiving party via certified mail, postage prepaid, return receipt requested, or by a commercial delivery service providing a delivery receipt, or by electronic transmission (e-mail) or facsimile which provides a confirmation of receipt. Such notices, and all invoices, documentation and payments shall be addressed to the Parties at their respective addresses recited below or such other address for which a party provides notice hereunder.

Customer: Costa Nursery Farms, LLC.
 19000 SW 192nd Street
 Miami, FL 33187

SWS: SWS Environmental Services
 600 Grand Panama Blvd, Suite 200
 Panama City Beach, FL 32407
 Attention: Legal Department

ARTICLE 14 Assignment

14.1 Customer may not assign this Agreement, or any of its responsibilities or obligations under this Agreement, in whole or in part without the prior written consent in each instance of SWS, such consent not to be unreasonable withheld, delayed or conditioned.

ARTICLE 15 Additional Provisions

15.1 Pre-existing Contamination: Customer agrees that SWS shall not be responsible or liable for pre-existing contamination at any job location.

15.2 Independent Contractor: SWS is and shall be an independent contractor in the performance of the Services covered by this Agreement. Except for the limited purpose of signing Shipping Documents for Customer pursuant to Section 4.2 above, SWS shall not be considered to be an agent of Customer.

- 15.3 Waiver: Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
- 15.4 Severability: If any article, section, subsection, paragraph, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.
- 15.5 Headings and Defined Terms. The headings in this Agreement are inserted for the convenience of the parties only and shall not in any manner define, limit or describe the intent or scope or in any manner affect this Agreement. All defined terms contained herein, designated by initial capitalization, shall have the meaning so ascribed, said meaning being equally applicable to both singular and plural forms or to grammatical variations (including, but not limited to, masculine, feminine and neuter pronouns), as the case may be.
- 15.6 Entire Agreement: This Agreement and any exhibits or attachments to this Agreement represent the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist or have existed between the Parties relating to the Services. Additional, conflicting or different terms on any Purchase Order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by SWS. Any amendments or modifications to this Agreement shall be in writing and shall be signed by Customer and SWS.
- 15.7 Survival: The provisions contained in Section 4.2, Articles 5, 6, 7 and 8, and Sections 15.1 and 15.7 shall survive and remain in effect following the termination of this Agreement.
- 15.8 Law to Apply: This Agreement shall be subject to, construed and enforced in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws, and the parties hereby submit to the jurisdiction of the courts of the State of Florida for any disputes arising pursuant to this Agreement.
- 15.9 Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that identical counterparts of same are executed by Customer and SWS. These counterparts may include those forwarded by facsimile transmission or electronically by e-mail, and the facsimile or electronic signature of any Party to this Agreement shall be deemed to be effective to bind such Party to the terms of this Agreement.

WHEREFORE, the parties, by their duly appointed representatives, execute this Agreement as of the day and date first above written.

CUSTOMER

SWS

Signature

Signature

Printed or Typed Name

Jeffry M. Peleg

Printed or Typed Name

Title

Account Manager

Title

Date

06-25-2015

Date

SPECIAL WASTE HANDLING AGREEMENT

This "Special Waste Handling Agreement" is submitted to reflect and document that the Customer listed below has granted and completed authorization for the disposal coordinator, SWS, to sign all waste documents on behalf of Customer. This document hereby authorizes SWS to function in the capacity as "Agent for Generator" (as defined in state and federal rules and regulations) with regard to legally making the RCRA hazardous waste determination, representation, transportation and disposal and to otherwise act as "Agent for Generator" to package, label, characterize, ship, dispose and otherwise manage all waste streams in accordance with local, state, and federal rules and regulations. Such authorization includes but is not limited to execution of the following types of waste-related documents:

- Waste Characterization Data (WCD) Forms/Waste Profiles
- Waste manifests – Uniform Hazardous Waste Manifests and Non-Hazardous Manifests
- Process Knowledge Forms or Letters
- Bills of Lading
- Waste Profile Amendment Request Forms
- WCD/Profile Recertification Forms
- Land Disposal Restriction Forms
- One Time Waste Shipment Forms/Authorizations

Customer Designated TSDF: _____

SWS shall provide Customer with copies of Shipping Documents executed in accordance with this agreement.

This agreement shall expire when written notice is provided by Customer to SWS revoking this authorization.

Company Name

Name

Company Address

Title

City, State, Zip

Signature

Company Phone Number

Date

Email Address





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Objective

- Provide information regarding HIPAA and HITECH
- Educate regarding the adequate use of protected health information (PHI)
- Present policies and procedures related to Privacy and Security

1

What is HIPAA?

It is a regulation established by the United States Congress which is intended to:

- Reduce administrative costs involved with healthcare services
- Guarantee individual's healthcare insurance coverage
- Protect an individual's healthcare information
- Avoid fraud and abuse

2

HIPAA Rules

Privacy

- Effective April 14, 2003
- Standards to protect all health information written on paper or stored electronically

Security

- Effective April 20, 2005
- Standards to protect all health information specifically stored in **electronic form**

3

Protected Health Information (PHI)

- Name
- Address
- Date of Birth
- Social Security Number
- Telephone Number
- Driver's License Number
- Occupation
- Medical Record Number
- Account Number
- Identification Number
- Diagnostic information in codes or verbatim
- Treatment information in codes or verbatim



4

Examples of PHI

- Clinical Record or any part of it
- Clinical test results with patient identifying information:
 - X Rays
 - Laboratory test results
- Prescriptions
- Pre-authorizations
- Billing information
- 1500, UB40 Forms
- Explanation of Benefits (EOB)
- Explanation of Payments (EOP)
- Enrollment Forms
- Any printed document that contains plan members PHI (example: CHRA Form)



5

Patients Rights

Patient may:

- Request an authorization to disclose their PHI
- Request a revocation of the authorization
- Request a restriction on the use and disclosure of your PHI
- Amend their PHI
- Request a summary of disclosures of PHI
- Receive confidential communications in an alternate form or address
- Access and request a copy of their PHI
- Receive copy of the Notice of Privacy Practices

6

Remember

- Avoid discussing any patient information with co-workers, if not necessary; PHI is only on a need to know the basis.
- Do not discuss confidential patient information or PHI in public areas
- Protect written patient information, prevent outside sources from gaining access.
- Destroy all confidential information and PHI by placing papers into Shred-I bins.

7



HITECH

8

HITECH

- Health Information Technology for Economic and Clinical Health (HITECH), enacted as part of the American Recovery and Reinvestment Act of 2009 (ARRA), was signed into law on February 17, 2009 by President Obama
- This act addresses some changes to the HIPAA Privacy and Security Rules

9

HITECH

- It requires Covered Entities (CE) and Business Associates (BA) to provide notification to the individuals affected and the Secretary of the Department of Health & Human Services (HHS) after identifying security breaches of unprotected PHI
- Notifications to HHS:
 - If the breach affects 500 people or more, must send a communication through a recognized media outlet and notify the Department of Health & Human Services immediately

10

HITECH

- Breaches involving less than 500 shall be reported to DHHS at the end of the year.
- Notifications to Individuals:
 - On or before 10 days to DACO once knowledge of a breach is known
 - For business associates, on or before 5 days to XYZ once has knowledge of a breach
- Covered entities and Business Associates who implement encryption tools approved by the National Institute of Standards and Technology (NIST) to protect PHI will not have to provide notification in the event of a security breach with such information

11

HITECH

- Modern Health Concepts encryption of outgoing PHI meets the NIST standards.
- The Department of Health & Human Services (DHHS) will publish on its website all breaches involving 500 or more individuals

12



Privacy and Security Practices

 PRIVACY
 SECURITY

13

Telephone Calls

Before sharing PHI:

- Validate the identity of the individual by using at least three (3) of the following identifiers:
 - Name and last name
 - Date of birth
 - Contract number
 - Primary Group Number (GMP)
 - Name of the primary physician, if applicable
 - Physical address
 - Phone number, etc.



14

Telephone Calls, cont.



- Messages in Answering Machines:
 - The message must comply with the standard of the minimum necessary information to ensure the confidentiality of the member (example: Please return call to [first and last name of the representative of Modern Health Concepts])
 - No phone messages will be left with family members or others who are not the member and/or an authorized person
 - In case of an emergency the employee must make the decision to leave message according to their professional judgment and always for the benefit of the member

15

Handling of PHI

- Keep any printed documentation, and company-owned equipment such as USB, CD, Laptops, cell phones and any other equipment containing PHI in secure locations. Filing cabinets and desk drawers where PHI is kept should be kept closed and locked.
- Never leave PHI documents unattended on printers, copy machines, fax machines, or desks.



16

Handling of PHI

- When an employee is away from his/her desk (either during or after work hours) the work area should be kept free of documents containing PHI or Company related confidential documents



17

Discard PHI correctly

Acceptable



Unacceptable



18

Job Description – Delivery Agent		
		Page 1 of 2

Job Title: Delivery Agent
Reports to: VP of Inventory and Reporting

JOB DESCRIPTION:

The Delivery Agent will carry out the work that ensures patients receive their medicine when and where they need it. The delivery agent shall be responsible for ensuring all orders are filled and delivered to the proper place and person. This will include driving the designated company vehicle. The delivery agent will be responsible for checking identification and patient credentials each time meeting with any patient. This position will be responsible for collecting payment upon delivery as well as making the proper entries in the inventory control system reflecting the delivery details.

QUALIFICATIONS:

The Delivery Agent must meet all of the following requirements:

- Valid and requisite Florida driver's license and a clean driving record
- Pass full criminal background check and receive Florida Department of Health approval
- Ability to drive a variety of secure vehicle types and sizes
- Potentially the ability to obtain a firearms permit

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Receive product at the dispensing location and load into the delivery vehicle
- Drive delivery vehicle to patient location and safely operate a GPS system
- Sort patient prescriptions ensuring each patient gets the proper order
- Interact and build rapport with patients
- Check identification and patient credentials
- Answer basic questions about product dispensed
- Operate the mobile point of sale system and receive payments from patients

PERSONAL CHARACTERISTICS:

- The delivery agent should possess a positive demeanor, many patients will be happy to see the delivery agent while other patients which feel extremely ill may be less pleasant to deal with.
- Works well with little supervision, the delivery agent will spend most of his/her time on route to and from patients and should be able to manage time proficiently and responsibly

PHYSICAL DEMANDS:

- Physically the delivery agent should be able to lift 50 lbs. safely and easily, often crates filled with product will need to be loaded into and out of the delivery vehicle
- The ability to drive the delivery vehicle as well as get in and out of the vehicle easily

POSITION DEMANDS:

- This position requires attention to detail and ability to complete tasks in a timely manner.

Job Description – Delivery Agent		
		Page 2 of 2

- This position does require local travel. Driving is approximately 75% of the position.
-

Employee:

Supervisor(s):

Employee Name:

Supervisor Name

Employee Signature:

Supervisor Signature:

Date:

Date:

Hire Date:

Job Description – Retail Specialist and Transport Manager		
		Page 1 of 2

Job Title: Retail Specialist and Transport Manager
Reports to: VP of Inventory and Reporting

JOB DESCRIPTION:

The Retail Specialist and Transport Manager will carry out the work that ensures the patients receive their medicine when and where they need it. The Retail Specialist and Transport Manager shall be responsible for ensuring all incoming orders are taken properly, checked for validity, tracked and filled with the proper inventory, also that transport documents are completed correctly in full prior to products leaving the facility. This person will be responsible for the final inventories being reconciled daily and managing the delivery agents from dispatch through the return of the delivery vehicle.

QUALIFICATIONS:

The Retail Specialist and Transport Manager must meet one of the following requirements:

- Hold a degree in relevant subject and one year of experience in a pharmacy or related field.
- Two years of experience in customer service/sales or logistics.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Managing several team members with multiple job purposes and tasks.
- Ensure patient orders are taken correctly, patient credentials are checked for validity and that patient identification matches patient credentials.
- Requesting patient orders from production, ensuring product dosages and labels match orders, and planning sensible delivery route for delivery agents, both locally 5 days per week and regionally 1-2 days per month.
- Daily monitoring of inventory, payments, and delivery agents while utilizing and troubleshooting the company's point of sale systems and seed to sale inventory monitoring systems.
- Fulfill onsite POS transactions and answer informational questions about medications dispensed.

PERSONAL CHARACTERISTICS:

- This person shall have good interpersonal skills providing them the ability to talk directly to patients and take orders but also be a team leader managing the delivery agents and other employees assisting on order taking and deliveries.
- This person will handle stress well and be able to deescalate situations which may arise both in the workplace and with patients.

PHYSICAL DEMANDS:

- This position is physically demanding by requiring long hours, often this person will have to be first to arrive and coordinate dispatch as well as be the last to leave at the end of the day in order to complete inventory reconciliation daily.

POSITION DEMANDS:

- This position requires attention to detail, ability to multi-task and ability to manage a variety of personalities both internal with staff and externally with patients.

Job Description – Retail Specialist and Transport Manager		
		Page 2 of 2

- This position does require local travel. Travel does not typically exceed 10%.
-

Employee:

Supervisor(s):

Employee Name:

Supervisor Name

Employee Signature:

Supervisor Signature:

Date:

Date:

Hire Date:





Grant Thornton

Combined Financial Statements and Report
of Independent Certified Public Accountants

Costa Nursery Farms, Inc. and Affiliates

December 31, 2014 and 2013

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
Costa Nursery Farms, Inc. and Affiliates

We have audited the accompanying combined balance sheets of Costa Nursery Farms, Inc. and its subsidiaries; Costa Carolina, Inc. and its subsidiaries; Gardenvision, Inc.; PM Transport of Florida, Inc.; and Affiliates (collectively, the "Company"), which are under common ownership and common management, as of December 31, 2014 and 2013, and the related combined statements of income and comprehensive income, shareholders' and affiliates' equity, and cash flows for the years then ended, and the related notes to the combined financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Costa Nursery Farms, Inc. and its subsidiaries; Costa Carolina, Inc. and its subsidiaries; Gardenvision, Inc.; PM Transport of Florida, Inc.; and Affiliates as of December 31, 2014 and 2013, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The combining balance sheet as of December 31, 2014 and the related statement of income and comprehensive income for the year then ended are presented for purposes of additional analysis and are not a required part of the combined financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America established by the American Institute of Certified Public Accountants. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the combined financial statements as a whole.



Miami, Florida
April 16, 2015

SUPPLEMENTARY INFORMATION

Corporate Structure

