

Blue Hen Compassion & Wellness

Request for Proposal No. HSS 13 056

Contact Info: Dr. Richard Chong, COO

29 Del. C. Ch. 100 Freedom of Information Act

Cover Letter

BHCW has reviewed all the addenda posted on the RFP website relative to this RFP and confirms the proposal remains effective through the date shown in section (D) page 49 of RFP. BHCW agrees to obtain a Delaware Business License if awarded a contract and BHCW's pricing was arrived at without collusion.

A. Application Fee

A non-refundable check from RCC1 Enterprises for \$5000.00 on behalf of **BLUE HEN COMPASSION & WELLNESS** payable to DPH Medical Marijuana Program, shall be submitted with the proposal.

B. Bidder's Signature Form



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

BIDDERS SIGNATURE FORM

NAME OF BIDDER: Blue Hen Compassion & Wellness
SIGNATURE OF AUTHORIZED PERSON: _____
TYPE IN NAME OF AUTHORIZED PERSON: Dr. Richard Chong
TITLE OF AUTHORIZED PERSON: COO
STREET NAME AND NUMBER: 4524 Kirkwood Hwy
CITY, STATE, & ZIP CODE: Wilmington DE 19808
CONTACT PERSON: Dr. Richard Chong
TELEPHONE NUMBER: _____
FAX NUMBER: _____
DATE: 3/17/14
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: N/A

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) Blue Hen Compassion & Wellness HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

Request for Proposal No. HSS 13 056

The Registration and Operation
Of a Medical Marijuana Compassion Center
In the State of Delaware

BLUE HEN COMPASSION & WELLNESS

4524 Kirkwood Highway

Wilmington, DE 19808

29 Del. C. Ch. 100 Freedom of Information Act

Contact Info: **Dr. Richard Chong, COO**

April 8, 2014 at 11:00am

Blue Hen Compassion & Wellness

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E. Confidential Information

Per Section 4920A Confidentiality of the Act, none of the proposed information will be subjected to the Freedom of Information Act (FOIA).

F. Qualifications and Experience

1. Organizational Structure

Blue Hen Compassion and Wellness (BHCW) executive management team who are responsible for the day-to-day operations consist of:

Raj Chirra: Chief Executive Officer

Akin Odutola: Chief Financial Officer

Richard Chong, DC: Chief Operating Officer

Blue Hen Compassion and Wellness board of directors consist of:

Richard Chong, DC, Akin Odutola and Raj Chirra

- a. Proposed legal name of compassion center: Blue Hen Compassion and Wellness, LLC
- b. Articles of incorporation (after formation), certificate of organization (after formation) and operating agreement of the LLC will be provided to OMM before any work is done on behalf of BHCW
- c. Blue Hen Compassion and Wellness will operate in the spirit of a not-for-profit entity. Net Revenues generated after all overhead costs are accounted for will be earmarked for registered Delaware medical marijuana patient health care services and community educational programs for example an anti-marijuana campaign focused on teens and children. Federal Tax Code 280E must be planned for. This code restricts tax deductions for “trafficking in controlled substances”. All medical marijuana dispensaries are taxed as for profit entities by the IRS regardless of not-for-profit status. (exhibit F.1)
- d. Proposed operating bylaws (exhibit F.3)

2. Agents of the Compassion Center and Organization

Blue Hen Compassion and Wellness (BHCW) agents at the time of the RFP are: Dr. Richard Chong, Akin Odutola and Raj Chirra. (CVs exhibit F.2) A complete Job and Role description is included in the Operations Manual in Proposed Methodology and Work Plan section.

- a. Agents name, address and date of birth:

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- b. National Criminal History Background check for agents (exhibit F.4), SBI will be attained prior to any work done on behalf of BHCW.
- c. No agents of BHCW has served on a board that was convicted, fined censured, or had a registration or license suspended or revoked in any administrative or judicial proceeding

- d. Dr. Richard Chong, Akin Odutola and Raj Chirra are the only persons who will have ownership in BHCW
- e. Dr. Richard Chong, Akin Odutola and Raj Chirra are the only persons with authority over management and policies of BHCW

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financing. The experience of the executive management team in operations, finance and practice management will guide BHCW to operate in the most cost effective and efficient manner resulting in cost savings for the registered patients. BHCW will operate in the same business model as a pharmacy/health care practice.

3. Ability, capacity, skills and expertise of the organization

- a. Dr. Richard Chong has received the Master Medical Marijuana Industry Certification from the Cannabis Training University for his knowledge of medical marijuana horticulture, federal marijuana laws, medical marijuana dispensing, operations of medical marijuana dispensary, medical usage and current research in medical marijuana and extraction and cooking of medical

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professional relationship with an experienced consultant in California who has roots in Delaware. The consultant has an engineering degree from Notre Dame, South Bend and has been a licensed medical marijuana grower in California for over 2 years. Blue Hen Compassion and Wellness's executive management team has over 53 years of experience in the healthcare, pharmacy and pharmaceutical distribution industry and have founded or cofounded 6 different profitable business entities. Each member of the executive management team has extensive experience in operations, finance, practice management and leadership.

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seeds/seedlings, clones and mother plants will be tagged with a unique barcode label and tracked by the Point of Sales (SOP) inventory system (BioTrack THC). The harvest phase will consist of trimming, drying and manicuring. All trimmings will be weighted and entered into the POS system and tagged with the unique barcode. 29 Del. C. Ch. 100 Freedom of Information Act

The glass containers will be tagged with the unique barcodes of the plants contained inside the container. 29 Del. C. Ch. 100 Freedom of Information Act

After curing phase is complete the medicine will be tested for potency. 29 Del. C. Ch. 100 Freedom of Information Act. The weight of the tested medicine will be entered into POS system. The remainder of medicine will be weighted, packaged and labeled with the unique barcodes that contains strain, potency, batch number and weight. All information will be entered into the Point of Sales (POS) system and maintained on the server. When the medicine is purchased the Agent enters the type of product, quantity and cost into the POS, the POS will automatically deduct the weight of the purchased product from total weight of Batch to which it relates. The patient or caregiver will leave with medicine and information insert with barcode attached to medicine vial.

- Blue Hen Compassion and Wellness (BHCW) strain inventory will be comprised of an Indica dominate hybrid, Sativa dominate hybrid and Auto-flowering Ruderalis dominate hybrid. The combination of BHCW's strain inventory will address all qualifying debilitating medical conditions accepted by the Delaware Medical Marijuana Program.

The ability to obtain pure Indica and Sativa strains are very limited. The hybrid strains combine the characteristics of Indica, Sativa and Ruderalis in different concentrations depending on genetics. The hybrids are the most effective strains for medical marijuana dispensaries. The cannabinoids in medical marijuana (THC and CBD) are very similar to the endogenous cannabinoids in the endocannabinoid system of humans. Recent research in the United States, Canada, Israel and Spain has shown that THC and CBD stimulates the endocannabinoid system to maintain homeostasis or balance in the human body. There are receptor sites for THC and CBD in the brain, major organs, spinal cord, bone marrow and immune system. The cancer research of endogenous cannabinoids and medical marijuana cannabinoids are based on the ability of cannabinoids to attach to receptors of unhealthy cells that are mutated (uncontrolled growth) and trigger an auto-death response call apoptosis. It is also well documented by research about the numerous amounts of cannabinoid receptor sites in the brain that associate with chronic pain, nausea, vomiting and epileptic seizures. There is also promising research about Chiropractic/Osteopathic manipulations that may cause an increase of natural endogenous cannabinoids without the consumption of medical marijuana. (exhibit F.4) BHCW is committed to informing physicians, registered patient and caregivers, as well as the general public about the latest medical and scientific research available about cannabinoids the endocannabinoid system and all issues related to medical marijuana. BHCW will also contribute to or start an anti-marijuana campaign towards teenage usage. See Outreach section for more details.

- The forms of medical marijuana that will be available for registered patients are dried flowers/buds, tinctures and concentrates. BHCW will not have edibles available due to the increase risk of consumption by children.
- The medical marijuana will be packaged in standard pharmacy vials with labels that will be customized for Delaware medical marijuana dispensing as described in the Act. A standard pharmacy informational insert with recommended dosage and more as detailed in the Packaging section of this RFP will be provided to the registered patient or caregiver with the medication. [29 Del. C. Ch. 100 Freedom of Information Act](#)

[REDACTED]

[REDACTED] Registered patients must schedule an appointment with BHCW to purchase medication. The office hours are by appointment only to limit the amount of registered patients in the dispensary at one time for security and privacy reasons. BHCW is committed to safe and secure access to the medication for registered patients.

- **29 Del. C. Ch. 100 Freedom of Information Act**
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
- [Redacted]
[Redacted]
- Dr. Richard Chong has received the Master Medical Marijuana Industry Certification from the Cannabis Training University and has grown tomatoes hydroponically. BHCW has identified experienced consultants who are licensed and have grown medical grade marijuana in California as well as Steep Hill Labs the leader in medical cannabis testing. BHCW will use and consult with BioTrack THC for the POS system. BioTrack THC has won the State of Washington RFP to become the exclusive POS system provider for the state's medical and recreational cannabis dispensaries.
- Raja Chirra, a licensed pharmacist for 25 years has founded 3 pharmacy/healthcare companies each growing from startup base to revenues of over \$100 million. His experiences includes Supervisor and Pharmacist at Bronx-Lebanon Hospital, Director of Operations for Priority Healthcare, Cofounder and Director of Operations for Infurx, Cofounder and Chief Operating Officer (COO) of Acro Pharmaceutical Services, Cofounder and COO of Acro Specialty Pharmacy and currently he is the Executive Vice President of Operations at Lincare Inc. Raja Chirra has volunteered yearly to Doctors without Borders as a pharmacist and his most recent trip was to Kenya in 2013. Raja will use his vast experience in operations, management and entrepreneurship in the pharmacy and healthcare industry to help lead Blue Hen Compassion and Wellness (BHCW) to become a nationally recognized medical marijuana compassion center.
- Dr. Richard Chong has been involved in the Healthcare Industry since 2000 as a Delaware licensed Chiropractor. He has founded two Medical Rehabilitation and Pain Management practices and one Diagnostic Nerve Testing practice. Dr. Chong has 13 years of experience in patient care and takes great pride in his ability to communicate in a compassionate manner with patients in acute and chronic pain. Dr. Chong has been the director of billing, coding and medical auditing as well as revenue cycle management and compliance for all 3 medical practices. Dr. Chong will oversee and provide dispensary services to registered medical marijuana patients as well as Chiropractic, Acupuncture and Nutritional counseling services at no cost to registered patients. Dr.

Chong will help lead Blue Hen Compassion and Wellness (BHCW) to become a national benchmark for medical marijuana compassion centers with his experience in compassionate patient care, practice management, leadership and entrepreneurship.

- Akin Odutola is a seasoned healthcare and pharmaceutical professional with 15+ years of experience in the pharmaceutical and drug distribution industries. He has held roles of increasing responsibility in areas of supply chain, finance, Research and Development (R&D), and operations. Most recently he has been responsible for leading North American distribution of Pharmaceuticals at one of the world's largest pharmaceutical services companies serving global markets with focus on the pharmaceutical supply chain. Servicing both pharmaceutical manufacturers and healthcare providers, the company provides drug distribution and related services designed to reduce cost and improve patient outcomes. (AmerisourceBergen) Prior to that, he was responsible for managing global R&D budgets for a biotech company (Human Genome Sciences) leading up to its acquisition by GlaxoSmithKline. Prior to his tenure at Human Genome Science, he has held roles in Finance, Procurement and Operations for AstraZeneca. Akin will leverage his experience in supply chain, finance, and R&D management in ensuring the successful administration of Blue Hen Compassion and Wellness (BHCW).

b. The experience in healthcare, pharmaceutical distribution, pharmacy operations, practice management and the health science backgrounds of the executive management team will ensure a proper testing protocol will be developed for the consistency of medical cannabis quality and safety for the registered patient.

- 29 Del. C. Ch. 100 Freedom of Information Act [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] See Testing Plan for more detailed information.
- BHCW and Dr. Richard Chong will work with OMM and DPH to establish quality standards for testing medical cannabis with consultation of Steep Hill Labs. Dr. Richard Chong will oversee the ISO/IEC 17025:2005 (ISO) accreditation of Public Health Laboratory (PHL) if the department does not hold this accreditation with the assistance of Perry Johnson Accreditation Inc. ISO accreditation is the gold standard for medical cannabis laboratory testing and protocols. See Testing Plan for more detailed information.
- BHCW and Dr. Richard Chong will work with the PHL to install the best practice protocols for Product Quality Standards, Potency Testing and Containment Testing. Dr. Chong will coordinate the consultations with Steep Hill Labs and Perry Johnson Accreditation Inc. with the State of Delaware via PHL. Dr. Chong can also be involved with regulatory management of medical cannabis testing protocols in collaboration with a representative from PHL.

G. Location and Security of Compassion Center and Grow

1. Location

BHCW's dispensary will be on the lower level of Kirkwood Pharmacy, located near the intersection of Kirkwood Highway and Route 7. The lower level of the pharmacy is not visible from the street or other public areas. **29 Del. C. Ch. 100 Freedom of Information Act**

- a. Kirkwood Pharmacy address: 4524 Kirkwood Highway, Wilmington, DE 19808
 - Kirkwood Pharmacy is zoned as a retail commercial space
 - Kirkwood Pharmacy location is not within a 1000 feet of a property line of a preexisting school. (exhibit G.1)
 - Kirkwood Pharmacy's landlord has drafted and signed a statement of support of BHCW dispensing medical marijuana. (exhibit G.2)
 - Description of BHCW dispensary's security features (exhibit G.3)
- b. The address of the Grow Facility: 811 N. Tatnall Street, Wilmington, DE 19801
 - New Castle County Land Use planners have not decided on the appropriate zoning category for growing medical marijuana so BHCW has identified several industrial properties for the Grow location besides 811 N. Tatnall Street
 - The Grow is not located within a 1000 feet of a property line of a preexisting school. (exhibit G.4)
 - 811 N. Tatnall Street is owned by Dr. Richard Chong and Akin Odutola

2. Facility description and proposed security

- a. The Grow Facility location is a non-descript 3 level commercial zoned enclosed locked facility. Security and safety description (exhibit G.5)
- b. A proposed plan to implement security and safety measures to deter and prevent the unauthorized entrance into areas containing and the theft of medical marijuana is a combination of audits, physical barriers and data entry security features.

- Security Oversight Diagram (exhibit G.6)
- Plant count audit (exhibit G.7)
- POS generated Yield & Physical Inventory Sheet Reports (exhibit G.8)
- Security Audit Checklist (exhibit G.9)
- POS generated Waste & Inventory Audit Reports (exhibit G.7)

H. Bidder Reference

a. BHCW has not been awarded nor has applied for any contracts from the State of Delaware. Letters of support for comparable skills have been obtained. (exhibit H.1)

- Dr. Reynold S. Agard, MD, Premiere Physicians 29 Del. C. Ch. 100 Freedom of Informa
- David W. Curtis, Leon N. Weiner & Associates, INC. 29 Del. C. Ch. 100 Freedom of Informa
- Chai Gadde, RPH, MBA, BioTek Remedys 29 Del. C. Ch. 100 Freedom of Inform

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I. Proposed Methodology and Work Plan

1. Products and Services provided

The Blue Hen Compassion and Wellness (BHCW) will provide the dispensary services for registered patients that have been approved by the Delaware Medical Marijuana Act. The majority of the registered patients will have physical and emotional pain. Our mission is to promote healing and wellness for those patients. All registered patients will have access at BHCW's dispensary site to receive Chiropractic care, acupuncture and nutritional counseling. These services will be paid by Blue Hen Compassion and Wellness. There are synergies between Chiropractic manipulation and cannabinoids. Research has shown that Chiropractic/Osteopathic manipulation may increase natural endogenous cannabinoids in the human body. (exhibit F.4) Future services will also include mental health counseling for drug dependency, PTSD, depression, and coping with disease. BHCW will provide proper paraphernalia for the administration of medical marijuana but will recommend vaporizers.

Vaporizers

By far the safest method of inhaling medical cannabis is in a smokeless vapor. A vaporizer is a device that allows the patient to separate the cannabinoids (the therapeutically effective chemical in cannabis) from the plant material without combustion or burning. The cannabis is heated to about 400 degrees F to release the cannabinoids into vapor, (a gaseous form that can be inhaled). This eliminates carcinogens that are produced from combustion at 540 F, which mitigates many if not all of the negative effects of smoking. Although vaporizers are expensive, they are the most efficient and three tenths of a gram is the recommended starting dose, but there are cost savings in the long run. These savings are a result of the reduced consumption of medical marijuana. New light weight pen style vaporizers are being developed which are less expensive but may not be as efficient as the bulkier "volcano" style vaporizers. Blue Hen Compassion and Wellness will recommend and sell vaporizers to all registered patients as well as provide literature for proper usage.

Smoking

Smoking cannabis produces the most immediate effects and permits the most refined control of dosage. Smoking any material is not good for the lungs, but the amount of cannabis needed to smoke is very small and limits the risks of smoking. Cannabis can be smoked in dried flower/bud form or as dried leaves which have less concentration of cannabinoids. Dried leaves from the flower/bud can also be made into hash. Water pipes and metal pipes will be for sale for the registered patients with literature about the risks associated with smoking.

Tinctures

Tinctures are concentrated form of cannabis extract in a solution of alcohol or glycerin. Tinctures offer a convenient way to medicate without the process of inhalation. Dosage is measured in a dropper and delivered under the tongue and adsorbed through the mouth or added to a beverage. The onset of effects is between five and twenty minutes and the duration can last over five hours. Most tinctures are concentrated CBD and do not have the psychoactive effects of THC. Tinctures will not be available to registered patients during the initial phase of the dispensary. **Topical ointments** will also be available.

Strains

BHCW will use best-practice, replicable techniques to grow medical cannabis so our registered patients have access to consistent supply of safe, effective medicine. We will have a minimum of three strains:

1. Ruderalis and Indica hybrids: these types of strains usually have a high CBD to THC ratio and are very effective for patients who do not need or want the psychoactive effects of a high THC strain. This hybrid is an auto-flowering (grows in 2 phases compared to 3 phases) strain which can be available from seed to sale in 8-9 weeks.
 - a. Sweet Tooth (Auto) from Barney's Farm, Holland (strain info from the manufacturer)
 - Yields up to 200 grams per plant
 - THC 16%
 - CBD high
 - Flowering time 60-65 days
 - Feminized seeds
 - Ruderalis dominant
 2. Indica dominate strains: these types of strains are typically good for multiple sclerosis and Parkinson's disease because of its effect on muscle spasms and tremors, also very effective for chronic pain, arthritic and rheumatic stiffness, inflammation, insomnia, ALS and anxiety. These strains typically are available from seed to sale in 16-17 weeks and clone to seed in 13-14 weeks. This strains grows in 3 phases. Examples of Indica dominate hybrids:
 - a. Northern Lights from Sensi Seeds, Holland (strain info from manufacturer)
 - 90% Indica
 - Feminized seeds
 - Flowering time 45-50 days
 - THC high
 - CBD moderate
 - Heavy yields per plant
 - b. Critical Kush from Barney's Farm, Holland (strain info from manufacturer)
 - Indica dominant
 - Yield 750 gr/m² (scrog growing technique)
 - THC 25%
 - CBD 2.1%
 - Flowering time 55-60 days
 - Feminized seeds
3. Sativa dominate strains: these types of strains are typically good for nausea from chemotherapy and HIV/AIDS medication, appetite stimulation, migraine head-aches, depression, PTSD, chronic pain and similar symptoms. This strain grows in 3 phases. Examples of Sativa dominate hybrids:

- a. G13 Haze from Barney's Farm, Holland (strain info from manufacturer)
 - Sativa dominant
 - Yield 500gr/m2 (scrog growing technique)
 - THC 21%
 - CBD 0.7%
 - Flowering time 70-80 days
 - Feminized seeds
- b. Jack Flash #5 from Sensi Seeds, Holland (strain info from manufacturer)
 - Sativa dominant
 - Yield high
 - THC high
 - CBD moderate
 - Flowering time 55-75 days
 - Feminized seeds

Supply of Medical Marijuana

The Colorado Department of Revenue report on Medical Marijuana Dispensary Sales from July 1, 2011-June 30, 2012 reported the average annual sales of \$2007 and 100 grams per patient. The average medical marijuana consumption of a Colorado patient in this time period was 8.33 grams a month.

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2. Packaging

Blue Hen Compassion and Wellness (BHCW) will package all medical marijuana in standard pharmacy vials that will be sealed, labeled and child proof. Our advanced Point of Sales (POS), Inventory and Accounting system (BioTrack THC) will allow us to customize the labels to satisfy all requirements mandated by the Medical Marijuana Act and Code. (exhibit 2.1) The labels will include but not limited to:

- a. Name of our compassion center
- b. Name of the patient and the patient's registry card number
- c. Name of strain and concentration of CBD and THC
- d. Batch ID number and barcode that can be traceable through all phases to seed or mother plant to sale.
- e. Quantity of medication dispensed
- f. Recommended for vaporizer usage

A Product Insert will be generated with information (exhibit 2.2) or statements that will not fit on the label such as:

- a. Statement "this product is for medical use only, not for resale"
- b. Statement that the medical marijuana is free of contaminants and that potency of medication was confirmed by testing.
- c. Instructions that the medication shall remain in the container at all times except while be administered or prepared for administration
- d. Instructions to keep out of reach of children

Supply of Medical Marijuana and Paraphernalia

Vaporizers, water pipes and pipes will be available at locally competitive prices. Inventory of paraphernalia will depend on registered patient enrollment and demand. Blue Hen Compassion and Wellness will promote the use of vaporizers and will educate the registered patients through the Outreach Program.

Blue Hen Compassion and Wellness will initially [29 Del. C. Ch. 100 Freedom of Information Act](#)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The strains available at Blue Hen Compassion and Wellness are known to be effective for cancer, muscle wasting diseases such as ALS, chronic pain, anxiety, loss of appetite, stress, and more. See Grow Strategy for more details.

3. Blue Hen Compassion and Wellness Operations Manual

- a. Management Structure, Organization Chart
- b. Verification and scheduling and Dispensing Process diagram
- c. Record Keeping Protocol
- d. Employee security policies (see employee handbook)
- e. Safety and security procedures (see employee handbook)
- f. Personal and crime prevention techniques and procedures (see employee handbook)
- g. Job description and employee contract
- h. Alcohol and drug free work place policy (see employee handbook)
- i. Outreach activities (see outreach section)
- j. Packaging for display, storage and dispensing
- k. Transportation manifest
- l. Testing method (see testing plan section)
- m. Grow and Quality assurance of medication procedures
- n. BHCW Location Review Checklist
- o. Network Security Design
- p. BHCW Disaster Recovery & Business Continuity Plan

Blue Hen Compassion & Wellness LLC Organization Chart



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Verification and scheduling

Blue Hen Compassion and Wellness (BHCW) will verify patient registration with the Department and OMM similar to the process of verification of health insurance for medical offices and pharmacies. Patient verification will occur before every registered patient comes into the dispensary. ^{29 Del. C. Ch. 100 Freed}

[REDACTED] This will insure safe, secure and private access to medication. BHCW is committed to security and this protocol ^{29 Del. C. Ch. 100 Freedom of Information Act}

[REDACTED] Every patient will be pre-verified with the Department and OMM before being seen to confirm the registered patient is valid and active. The pre-verification process will also confirm that BHCW is the designated compassion center for the registered patient receiving the medication once other compassion centers open. Registered patient will also pre-order the amount and strain of medical marijuana when scheduling for their appointment after the initial visit. This will help with inventory management and confirm the registered patient has not reached the maximum amount of medical marijuana allotted by the Act. Initially the appointments will be scheduled over the phone and eventually it will be done on the website. BioTrack THC is developing a web interface in which registered patients can preorder their medication online.

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The registered patient shall not receive more 3 ounces of medical marijuana in any 14 day period or 6 ounces at any given time as stated in the Act. This will be reinforced by BioTrack THC and the system will prevent a transaction in which a patient is over the state mandated amount.

BioTrack THC has created an Application Protocol Interface (API) for the State of Washington which all dispensaries must use. (exhibit 3.1) The API gives the Department and OMM a web interface to log on to and transfer data to and from the dispensaries. Newly approved registered patient information can be sent by File Transfer Protocol (FTP) from the Department to a designated FTP location maintained and secured by BHCW.

Dispensing Process

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RECORD KEEPING PROTOCOL

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JOB DESCRIPTION & ROLES

General Manager: oversees all day to day operations of Grow and Dispensary

Director of Health Care: provides Chiropractic, Acupuncture and Nutritional Counseling services. Oversees all health care services, medical and scientific research of medical cannabis and consumption methods.

Grow Manager: oversees all day to day operations with the cultivation of medical cannabis and maintain the Grow House management and inventory system as well as audits involving medical cannabis plant inventory at the Grow. Grow Manager will oversee with Dispensary Manager the transfer of medical cannabis from the Grow to the Dispensary.

Dispensary Manager: Oversees all day to day operations of Dispensary including but not limited to dispensing medical cannabis, maintaining the inventory management system as well as audits, administrative and verification processes, retail services, scheduling and customer services.

Director of Outreach: oversees all activities dealing with registered patient outreach services as well as update the BHCW website.

Directory of Security: oversees and maintains all security systems and security audits.

Dispensary Technician: will assist Dispensary Manager with services including but not limited to dispensing medical cannabis, entering data into the POS system, administrative and verification processes, retail services, scheduling and customer services.

Grow Technician: will assist Grow Manager with cultivation of medical cannabis and entering data into the POS system.

BHCW Employment Agreement

THIS AGREEMENT made as of the ____ day of _____, 20__ , between BHCW LLC a corporation incorporated under the laws of the Delaware State, and having its principal place of business at _____(the "Employer");and ' Name' _____ , of the City of _____ in the Delaware,(the "Employee").

WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

Employment

The Employee agrees that he will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this agreement.

Position Title

As a _____, the Employee is required to perform the following duties and undertake the following responsibilities in a professional manner.

- (a)-
- (b) -
- (c) -
- (d) -
- (e) Other duties as may arise from time to time and as may be assigned to the employee.

Compensation

- (a) As full compensation for all services provided the employee shall be paid at the rate of _____. Such payments shall be subject to such normal statutory deductions by the Employer.
- (b) The salary mentioned in paragraph (l)(a) shall be review on an annual basis.
- (c) All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

Vacation

The Employee shall be entitled to vacations in the amount of ____ weeks per annum.

Benefits

The Employer shall at its expense provide the Employee with the Health Plan that is currently in place or as may be in place from time to time.

Probation Period

It is understood and agreed that the first ninety days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.

Performance Reviews

The Employee will be provided with a written performance appraisal at least once per year and said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

Termination

- (a) The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer.
- (b) The Employer may terminate this Agreement and the Employee's employment at any time, without notice or payment in lieu of notice, for sufficient cause.
- (c) The Employer may terminate the employment of the Employee at any time without the requirement to show sufficient cause pursuant to (b) above, provided the Employer pays to the Employee an amount as required by the Employment Standards Act 2000 or other such legislation as may be in effect at the time of termination. This payment shall constitute the employees entire entitlement arising from said termination.
- (d) The employee agrees to return any property of _____ at the time of termination.

Non- Competition

- (1) It is further acknowledged and agreed that following termination of the employee's employment with _____ for any reason the employee shall not hire or attempt to hire any current employees of _____.
- (2) It is further acknowledged and agreed that following termination of the employee's employment with _____ for any reason the employee shall not solicit business from current clients or clients who have retained _____ in the 6 month period immediately preceding the employee's termination.

Laws

This agreement shall be governed by the laws of the Delaware state.

Independent Legal Advice

The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice with respect to this agreement, and that either:

- (a) The Employee has had such independent legal advice prior to executing this agreement, or;
- (b) The Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

[Name of employee]

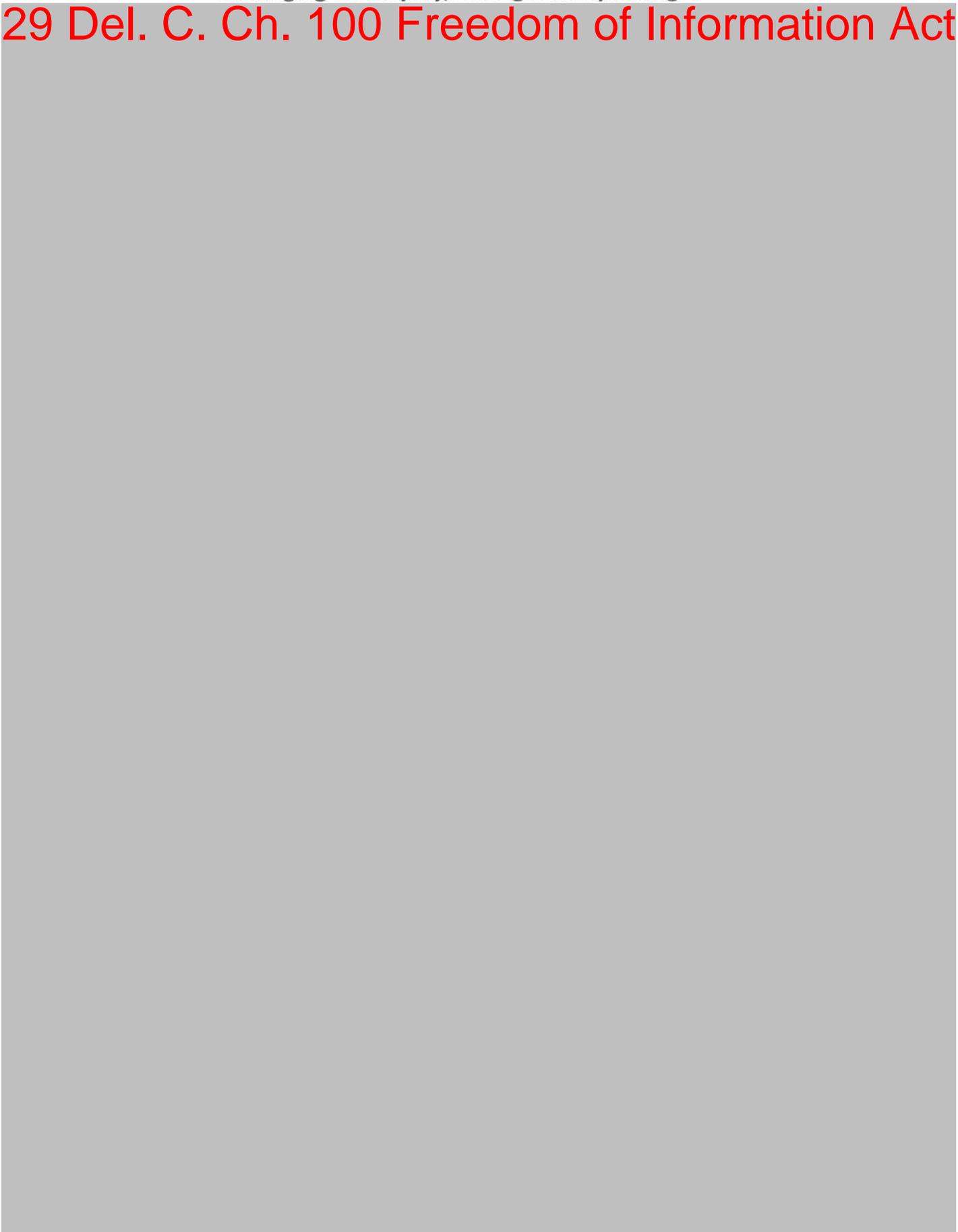
[Signature of Employee]

[Name of Employer Rep] & Title

[Signature of Employer Rep]

Packaging for Display, Storage & Dispensing

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**MEDICAL MARIJUANA ENFORCEMENT DIVISION
MEDICAL MARIJUANA TRANSPORTATION MANIFEST**

All sales transactions are to be completed prior to transportation of any Medical Marijuana. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction. If the person transporting Medical Marijuana has not yet received his or her occupational license number, put "Pending" in the appropriate field.

Email completed form to MMEDmanifest@dor.state.co.us or fax to 303-205-2398

Date Completed:	02/26/2014	License # of Originating Entity:	MH765	For MMED Use Only
Name of Originating Entity:	Dispensary A			
Address of Originating Entity:	1568974 NE 48th Court Fort Lauderdale, FL 33308			
Phone # of Originating Entity:	954XXXXX			

Fax # Which Approved MMED Copy is to Be Sent (N/A if emailing):	
Phone # MMED Can Call with Questions:	954123456

If you are delivering more than 17 products to one stop, use the space for the next stop to continue listing products. For smokable product, enter the grams of Medical Marijuana in the "Weight / Quantity" field. For infused product, enter the quantity (i.e., item count) in the "Weight / Quantity" field. You do not have to include the grams of Medical Marijuana in infused products. Check here if multiple pages are used. List the total number of pages in the manifest here: 1

Stop Number on Route:	1	Item Description	Weight / Quantity
Name of Destination Entity:	Growhouse A	BB Pre Pak - 14g	1
License No. of Destination Entity:	MJ54645		
Address of Destination Entity:	2020 ne 48th ct fort lauderdale , FL 33308		
Phone # of Destination Entity:			
Date and Approximate Time of Departure	02/26/2014 16:06:50		
Date and Approximate Time of Arrival	02/26/2014 16:06:50		
Route to Be Traveled	Head east on NE 48th Ct		
Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)			

PRODUCT REJECTION (if only a portion of shipment is rejected, circle that portion above.)

Name of Person Receiving or Rejecting Product:		Date:	
--	--	-------	--

I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment not circled above. Those portions circled were returned to the individual delivering this shipment.

Signature:			
Signature of individual taking receipt of rejected portion of this shipment:			
Name of Person Transporting:	KXXXXXX	Occupational License # of Person Transporting	123456
Signature of Person Transporting	KXXXXXX	Date of Signature:	02/26/2014
Make, Model, License Plate #	Jeep Wrangler RT5676		

**MEDICAL MARIJUANA ENFORCEMENT DIVISION
MEDICAL MARIJUANA TRANSPORTATION MANIFEST**

Stop Number on Route:		Item Description	Weight / Quantity
Name of Destination Entity:			
License No. of Destination Entity:			
Address of Destination Entity			
Phone # of Destination Entity:			
Date and Approximate Time of Departure			
Date and Approximate Time of Arrival			
Route to Be Traveled			
Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)			

PRODUCT REJECTION (if only a portion of shipment is rejected, circle that portion above.)

Name of Person Receiving or Rejecting Product:		Date:	
--	--	-------	--

I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment not circled above. Those portions circled were returned to the individual delivering this shipment.

Signature:

Signature of individual taking receipt of rejected portion of this shipment:

Stop Number on Route:		Item Description	Weight / Quantity
Name of Destination Entity:			
License No. of Destination Entity:			
Address of Destination Entity			
Phone # of Destination Entity:			
Date and Approximate Time of Departure			
Date and Approximate Time of Arrival			
Route to Be Traveled			
Notes: details for extenuating circumstances (e.g., road closure, flat tire, etc.)			

PRODUCT REJECTION (if only a portion of shipment is rejected, circle that portion above.)

Name of Person Receiving or Rejecting Product:		Date:	
--	--	-------	--

I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment not circled above. Those portions circled were returned to the individual delivering this shipment.

Signature:

Signature of individual taking receipt of rejected portion of this shipment:

--

BLUE HEN COMASSION AND WELNESS

Address:

Phone : 800-000-0000 Fax: 800-000-0000

MM State Registry #: #####

Tracking Log of Transporting Marijuana

Date: ___/___/___.

Strain Name: _____, Quantity: _____ oz.

Barcode

Strain Name: _____, Quantity: _____ oz.

Barcode

Strain Name: _____, Quantity: _____ oz.

Barcode

Strain Name: _____, Quantity: _____ oz.

Barcode

Reason for the Transporting: _____

Packed By: _____, Signature: _____

Transported By: _____.

Signature Of Transporter: _____.

Center Agent Register ID# _____.

Received By: _____.

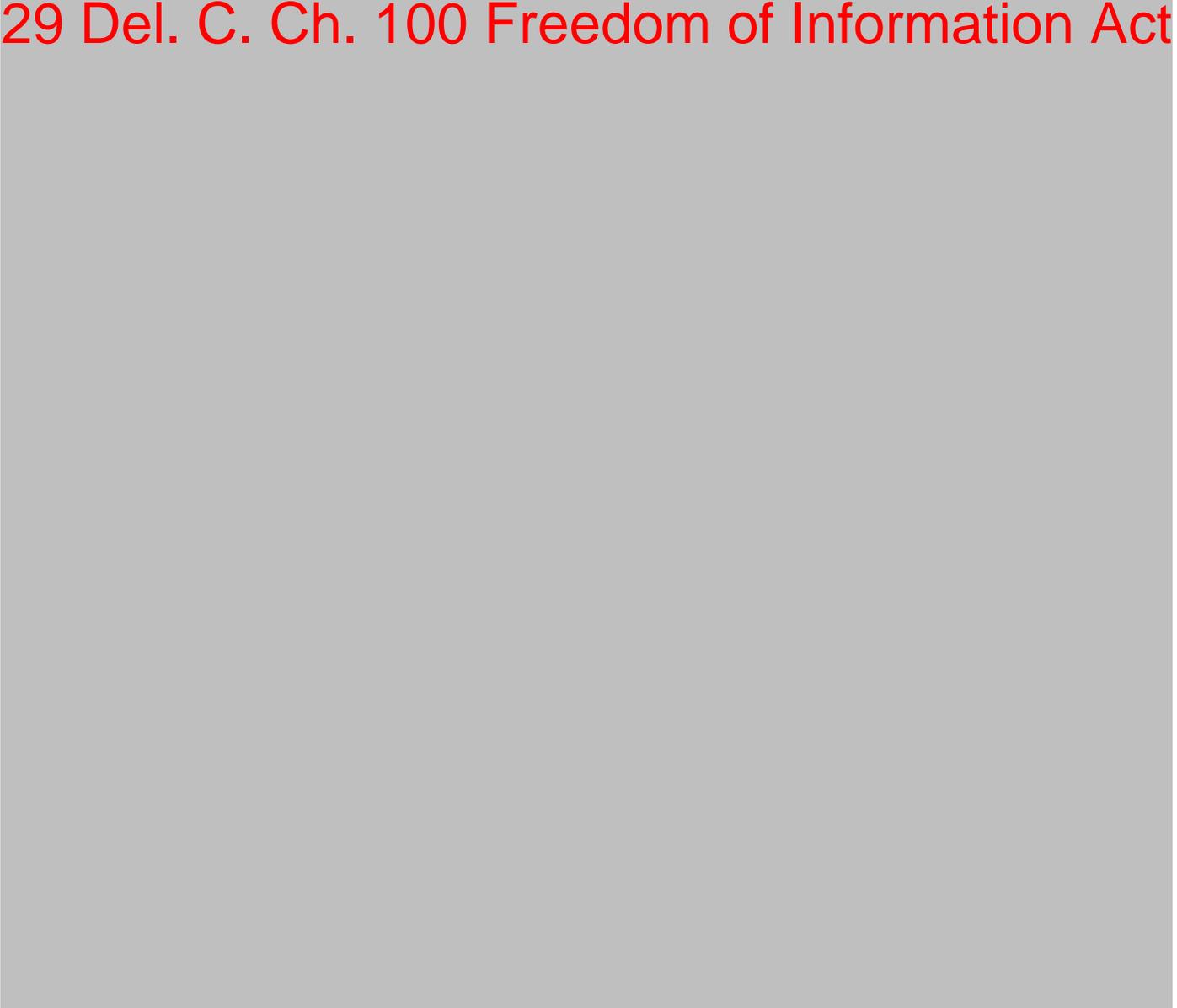
Signature of Receiver: _____ . Date: ___/___/___

Triplicate Copy. Top copy retained with the center, 2nd copy kept by Receiver & 3rd copy comes back with the driver to central Compassion Center.

Growing and Cultivating Policies and Procedures

Cultivation Department Procedures

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Cultivation Department Closing Procedure

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[Type text]

Inventory Policies and Procedures

Inventory Department Policies

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Inventory Associate Opening Procedures

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Inventory Associate Closing Procedures

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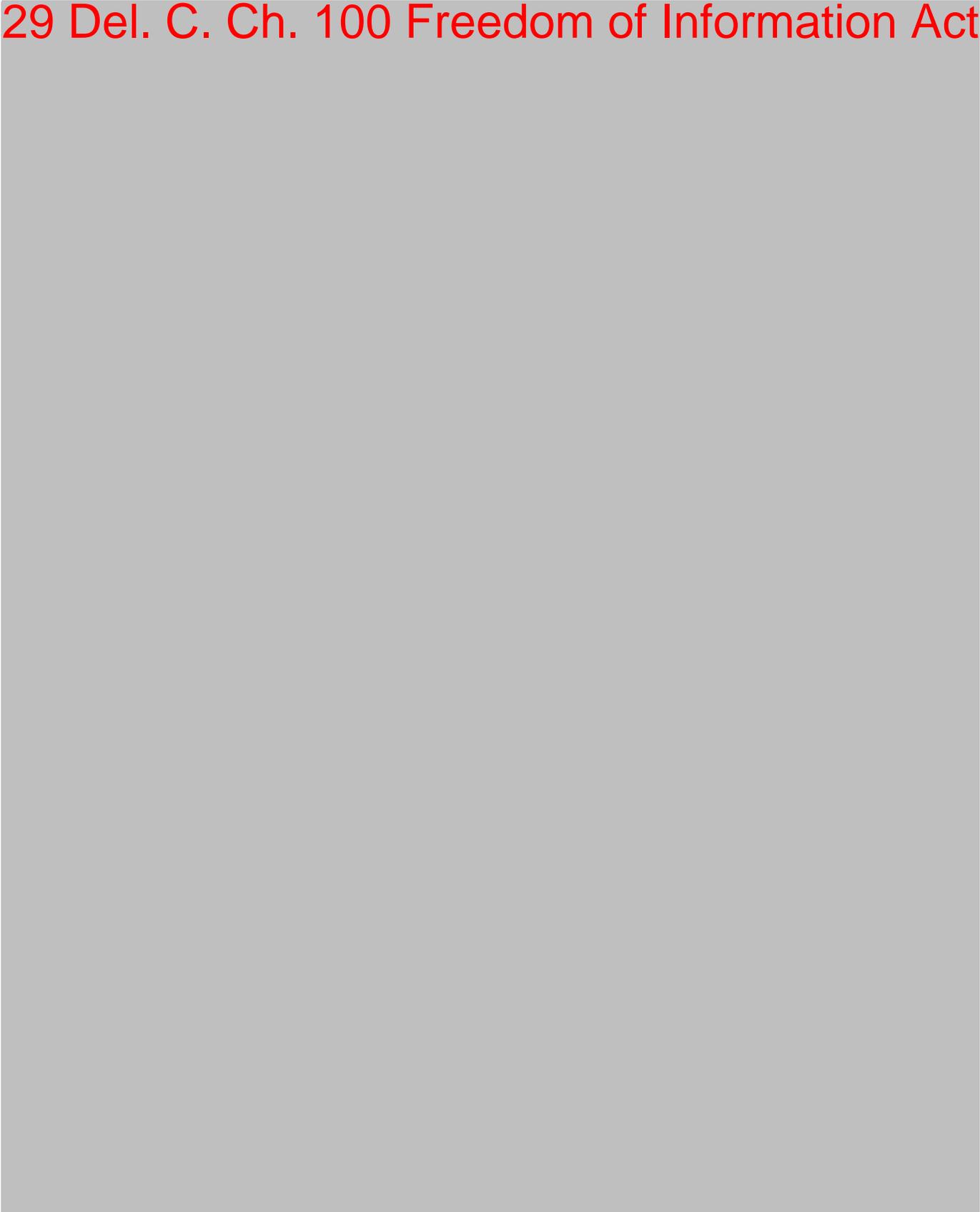
Monthly Inventory Procedures

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[Type text]

Inventory Discrepancy Procedures

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BHCW LOCATION REVIEW CHECKLIST

Performed by Center Manager or Designee Monthly

Exhibit 22
 Location: _____
 Date: _____

YES NO N/A

CENTER'S POSTERS/SPECIAL REQUIREMENTS

- | | | | |
|--|--|--|---|
| | | | 1 Worker's Compensation poster (mailed to the center 1st of each year by insurance broker, if center does not have the current poster, contact Corp. work comp administrator) |
| | | | 2 Drug Poster (Professional Systems order number S-129) |
| | | | 3 Toxic Substance Control Act Notice (Professional Systems order number S-130) |
| | | | 4 Federal Law Poster (Professional System order number E2005) |
| | | | 5 Emergency Contact Phone Numbers are readily accessible (Safety Manual Exhibit 02-09) |
| | | | 6 Emergency Action Plan |
| | | | 7 Organization Chart |
| | | | 8 HIPAA Notice of Privacy Practices (NPP) |
| | | | 11 Certificate of Liability Insurance. Document Effective date: _____ |

LICENSES POSTED

- | | | | | |
|--|--|--|-------------------------------------|-------|
| | | | 1 Delaware Business License | _____ |
| | | | Expiration date: | _____ |
| | | | 2 County Licenses. Expiration date: | _____ |
| | | | Expiration date: | _____ |

CENTER LOGS/FILES

- | | | | |
|--|--|--|--|
| | | | 1 Monthly Safety Meetings |
| | | | 2 Random sample of Patient files reviewed quarterly |
| | | | 3 Annual fire extinguisher training documented |
| | | | 4 Monthly vehicle inspection reports (12 months + current) |
| | | | 5 Daily delivery Log completed and reviewed (12 month + current) |
| | | | 6 Accident and Injury files (3 years + current) |
| | | | 7 Answering/Service call log |
| | | | 8 Company Manuals are current editions |
| | | | Safety and Regulatory Manual |
| | | | Facility Manual |
| | | | Infusion Protocol Manual |
| | | | QI Manual |

GROWING AREA

- | | | | |
|--|--|--|---|
| | | | 1 Clearly marked dirty, clean and broken-clean areas. (Signs and Lines) |
| | | | 2 Dirty equipment bagged and in dirty area only. |
| | | | 3 Inoperable equipment cleaned, bagged, tagged, and located in broken-clean area. |
| | | | 5 All cleaning bottles clearly labeled with contents. |
| | | | 6 Equipment Function Check Log. (Facility Manual, Exhibit 46A) |
| | | | 8 Non-porous cleaning table and surrounding area are clean and orderly. |
| | | | 9 Personal Protective Equipment and eye-wash with clear accessibility. |
| | | | 10 Cleaning solution left on per manufacturers guidelines to ensure proper disinfectant |
| | | | 11 Routine cleaning of cleaning table work-surface is recorded on the Workbench Cleaning Monitoring sheet. (Facility Manual, Exhibit 122) |

WAREHOUSE

YES NO N/A

- | | | | |
|--|--|--|---|
| | | | 1 Enteral nutrition products and pharmaceuticals stored in temperature controlled area, in accordance with product specifications. |
| | | | 2 Enteral products rotated to prevent expiration of products. |
| | | | 3 Enteral pumps cleaned and calibrated after each patient use and maintained per manufacturer's guidelines logged. |
| | | | 4 All equipment maintained per manufacturer's guidelines that are kept available. |
| | | | 5 Clean equipment has function check or "Equipment Ready" tag, bagged or behind plastic curtain in "Patient Ready" area, segregated from "Dirty" & "Clean-Broken" area. |
| | | | 6 Procedure/log in place for all malfunction/broken pumps to be reported to Center Manager and Regional Clinical Manager. |
| | | | 7 Sterile supplies properly stored with no expired materials. |
| | | | Warehouse building structure without visable signs of wear (ceiling tiles, broken fixtures etc.) |
| | | | 8 Exit signs over doors. Exits unobstructed with minimum 36" aisle ways. |
| | | | 9 Fire extinguishers properly mounted, charged within last 12 months. (Tag initialed monthly); off the floor and approach is unobstructed. |
| | | | 10 Boxes and supplies are off the floor, no more than 12 inches from ceiling, and 18" from sprinklers. |

PHARMACY

- | | | | |
|--|--|--|---|
| | | | 1 Pharmaceuticals labeled and stored properly |
| | | | 2 Double locked cabinet for controlled substances |
| | | | 3 Refrigeration logs maintained/current |

Intrusion

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Other Reporting as Requested

BHCW Center will provide the Department of Health and Human Services other reports as they may be requested from time to time.

Maximum Distribution Report

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Critical Incident Reporting Policy

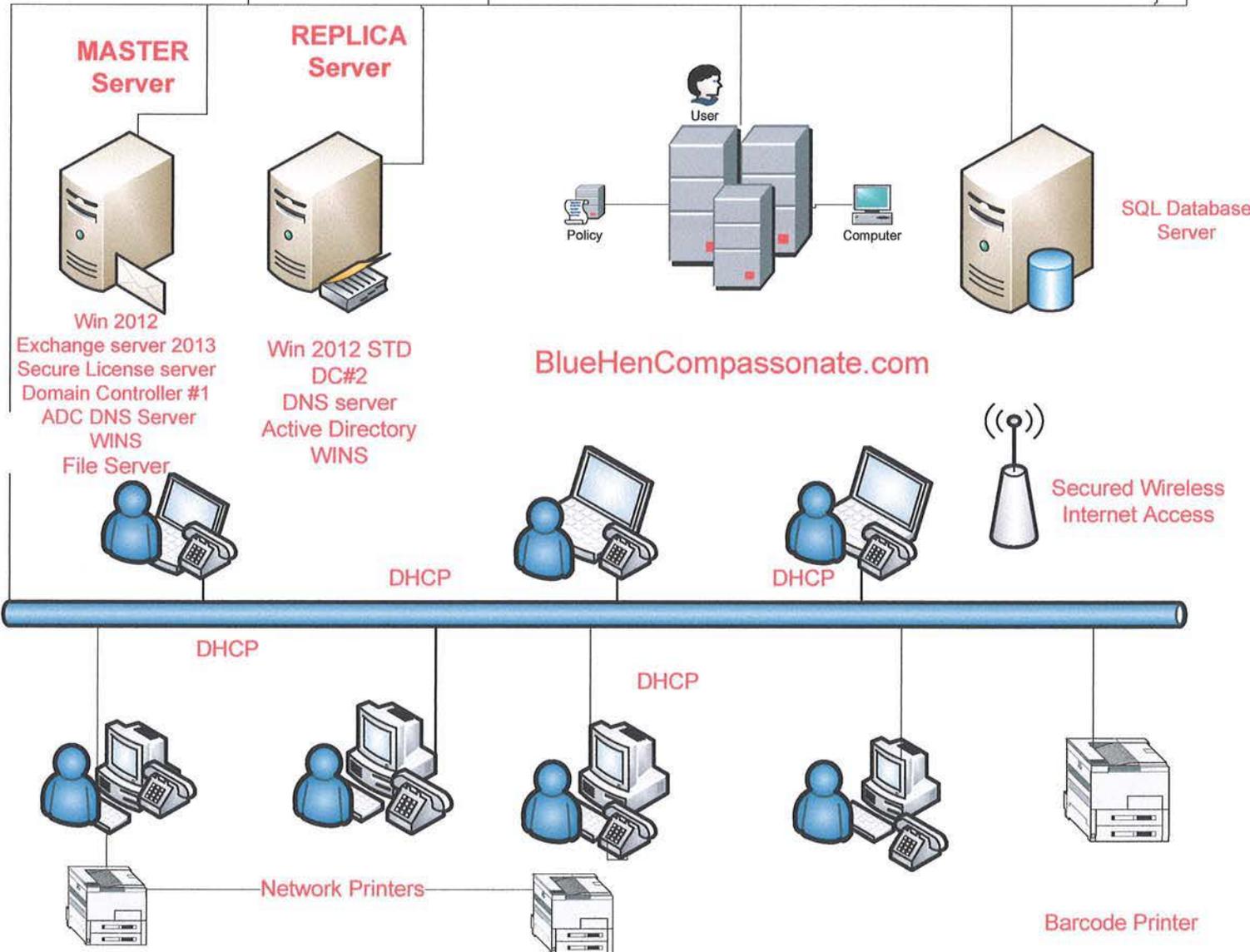
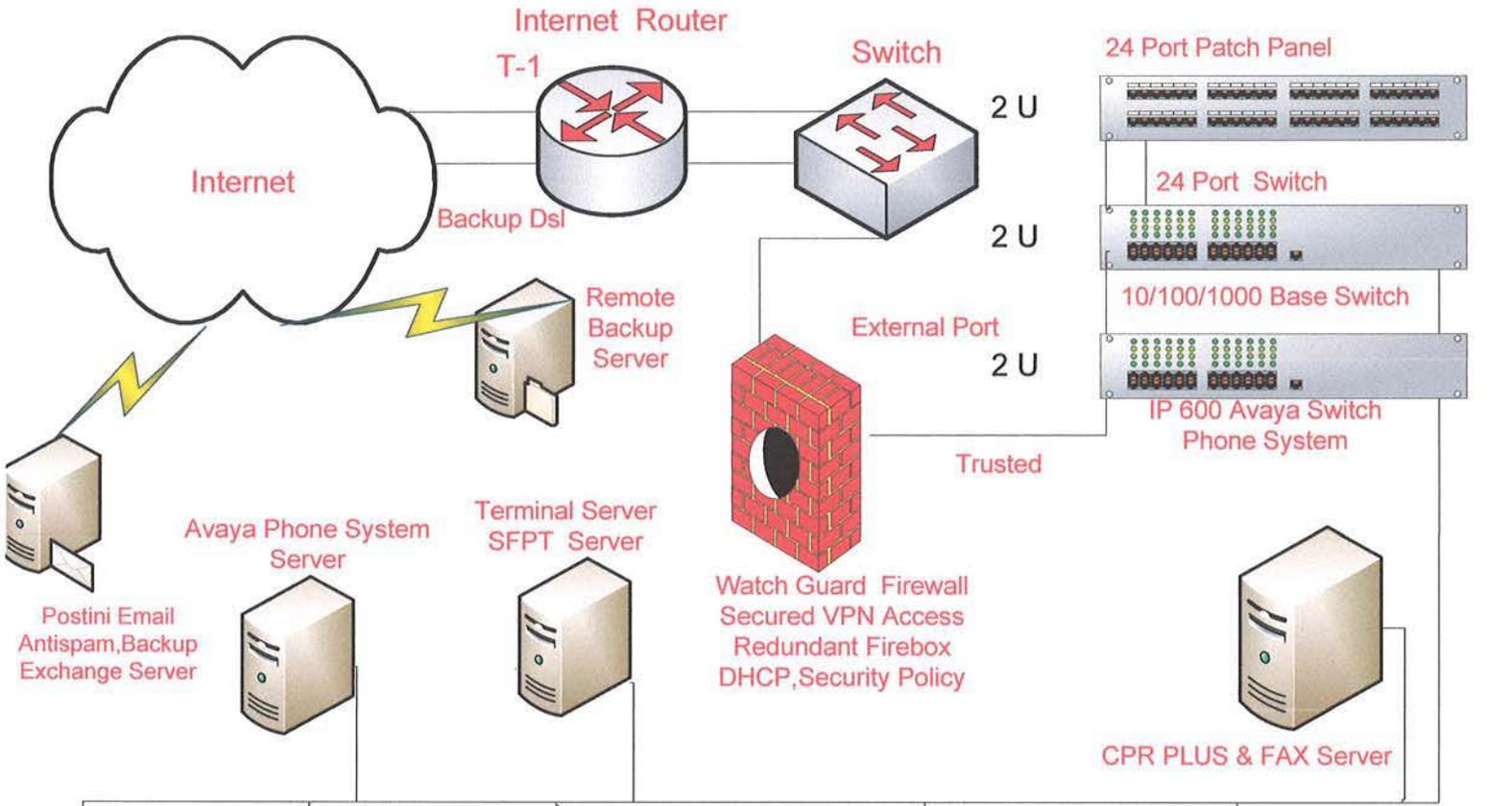
The purpose of this policy is to outline the procedures for reporting:

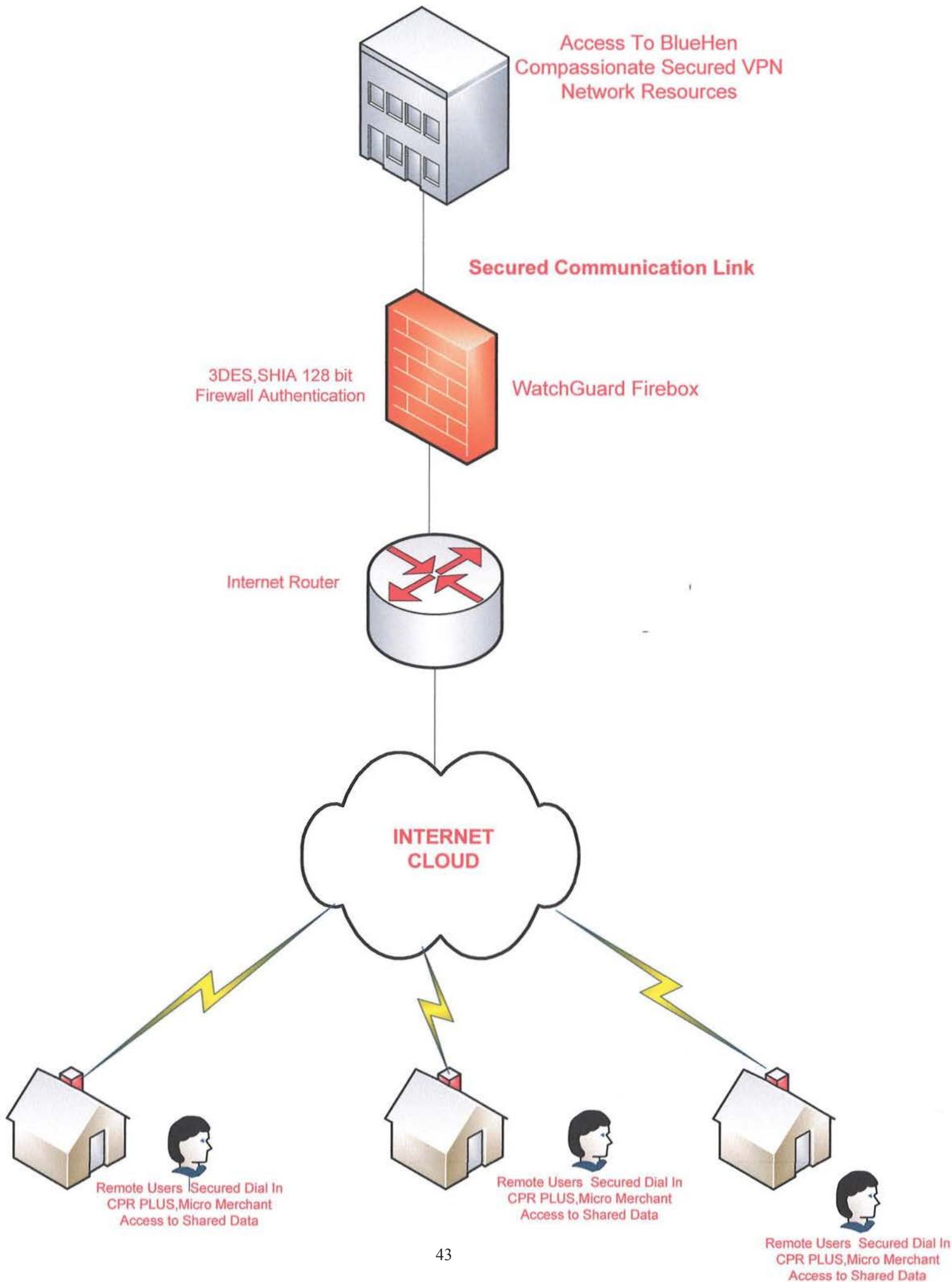
1. Theft, loss, and vandalism of Blue Hen Compassion Center property or private property located on REMEDY Compassion Center premises.
2. Malicious or unauthorized use of company equipment or facilities.
3. Allegations of employee misconduct.
4. Bomb threats to company facilities.
5. Assaults, attacks, molestation, or threats upon employees while on company property or in the performance of their work.

Blue Hen Compassion Center assumes no general liability for employees' personal property, which may be lost, stolen, or damaged on company premises. Employees are encouraged, however, to report such incidents to the Security Department in accordance with this practice.

Critical incidents should be reported in order to:

1. Report the Critical Incident Report to DHHS
2. Provide information to Management for decision-making process.
3. Recover lost or stolen property and obtain restitution for losses.
4. Aid in the formulation of risk reduction practices, policies and procedures.



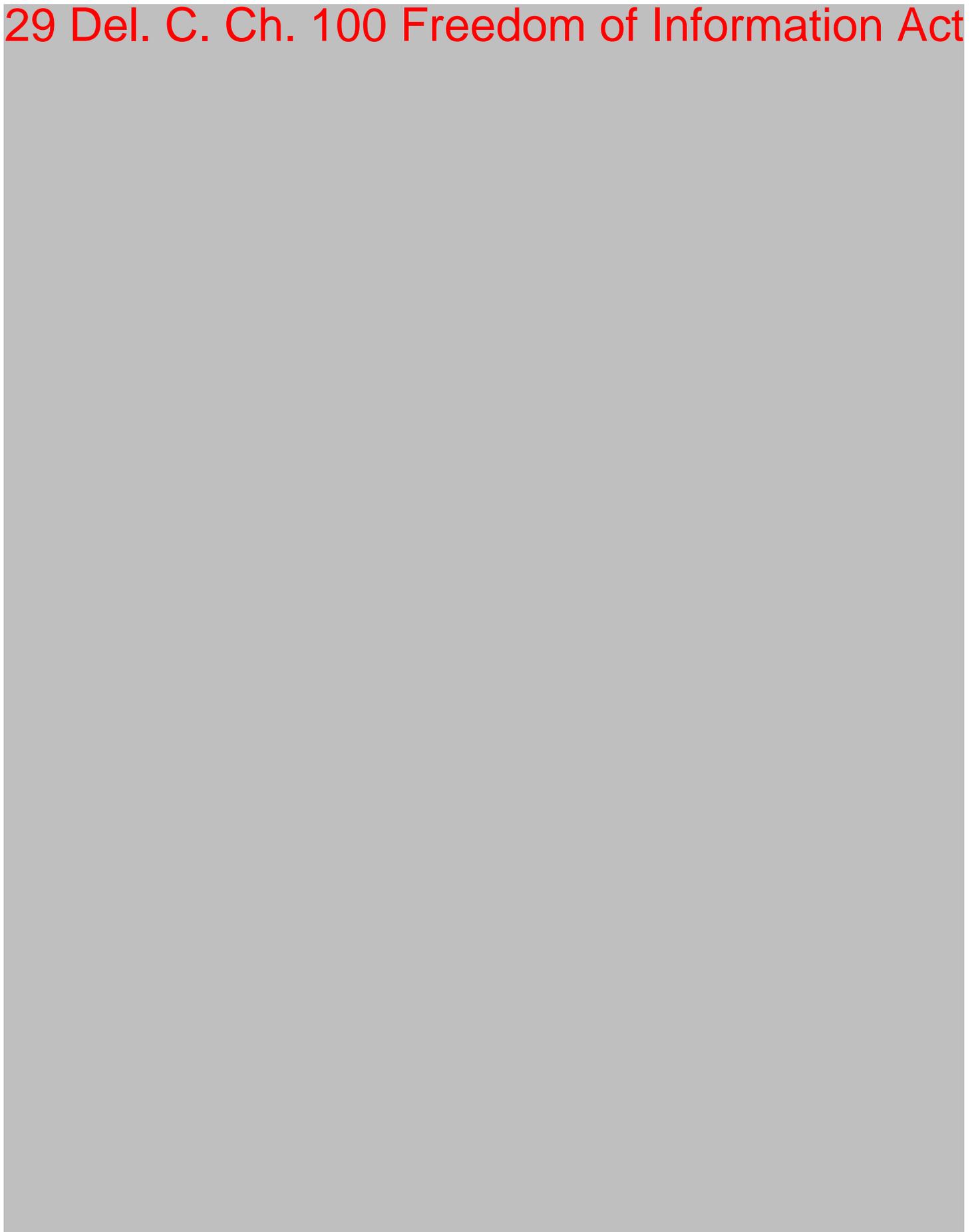


*DISASTER RECOVERY AND BUSINESS
CONTINUITY PLAN*

Blue Hen Compassion & Wellness

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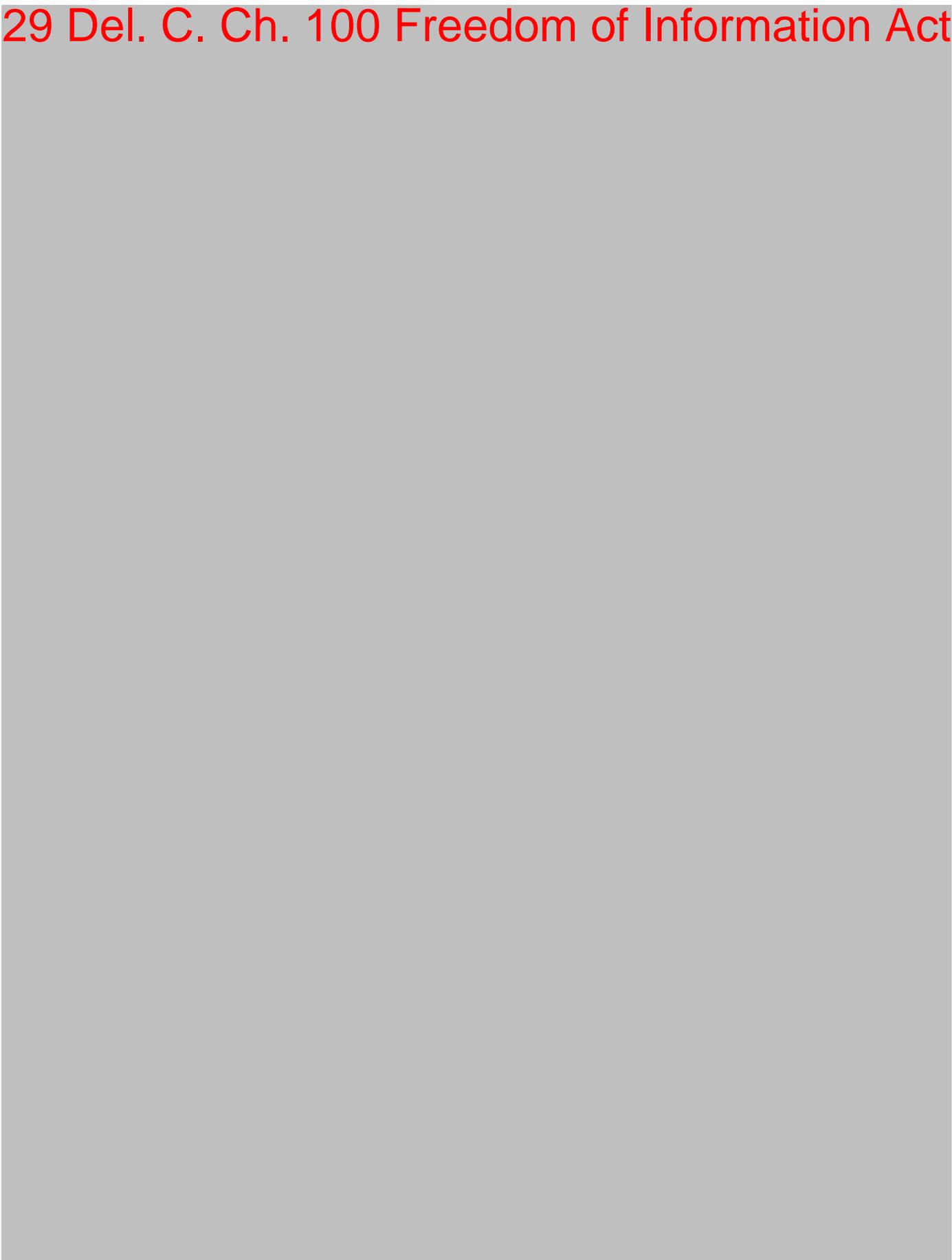
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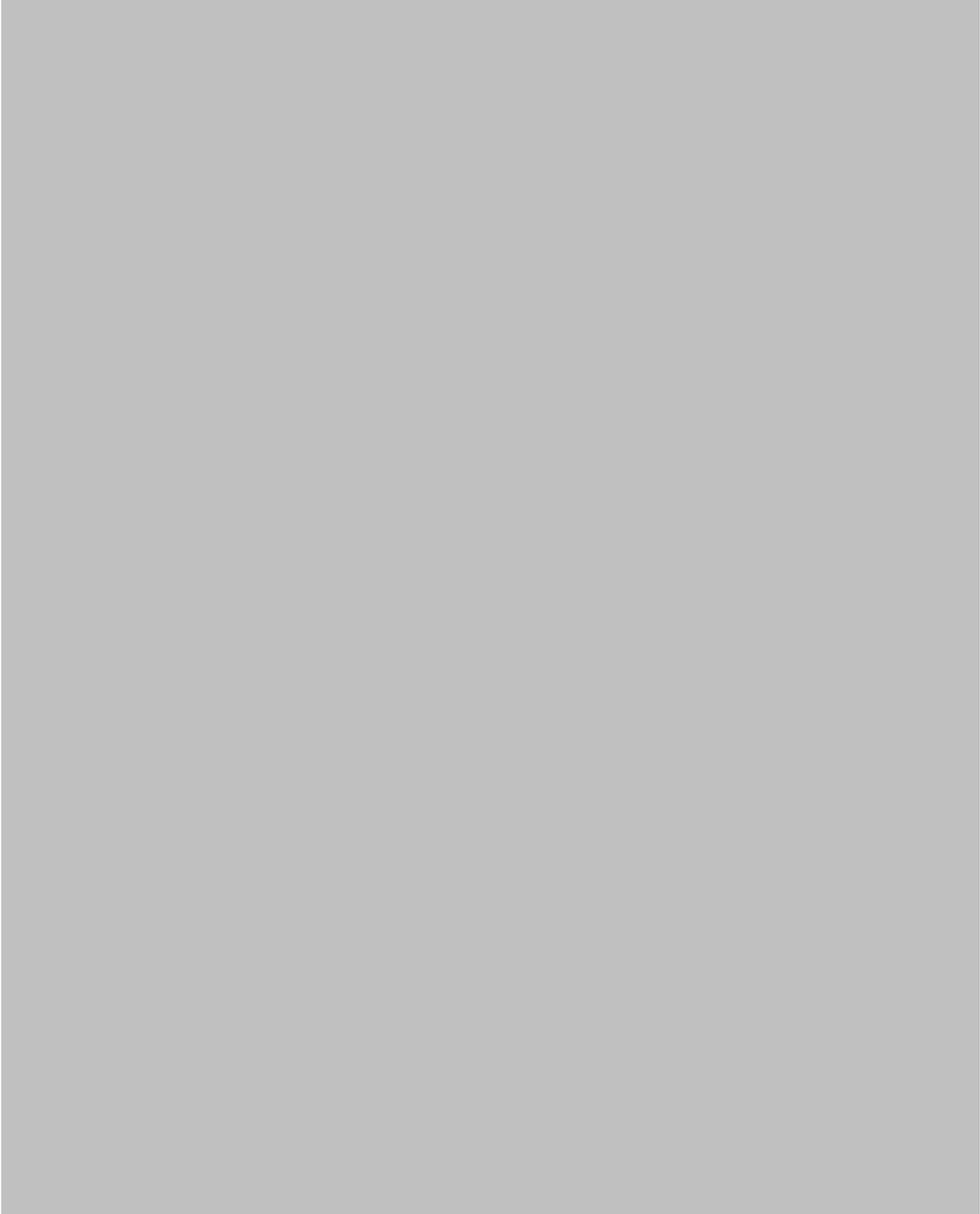
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Appendix

Corporate Headquarters Phone Numbers:

Employee Call List:

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4. TESTING PLAN

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5. GROW STRATEGY

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6. Outreach

The main goal of our Outreach Program is to inform the registered patients, caregivers, physicians and general public about the latest medical and holistic information regarding medical marijuana available. The Outreach Program will also provide information about the potential benefits that THC and CBD provide as well as the potential side effects. BHCW will provide the latest information available about different methods and techniques to administer medical marijuana. Outreach information will be available at the dispensary location as handouts. As the dispensary grows and more funds are available all Outreach educational information will be available on our website. BHCW is committed to educating all registered patients, caregivers, physicians and the general public. BHCW is also committed to educating teens the potential negative side effects marijuana may have on the immature brain.

The Endocannabinoid system (ECS) in humans is a physiological system that has not been in the main stream media. BHCW wants to increase the awareness about this system. The ECS regulates healthy cell growth and seeks out unhealthy cell growth. The endogenous cannabinoids our body produces as well as cannabinoids from medical marijuana (THC and CBD) will attach to unhealthy cells that are growing out of control and activates that cells auto-death mechanism called apoptosis. This has been seen in cell cultures and in mice studies in the United States, Canada and Europe. The ECS has evolved over hundreds of thousands of years in all animals including humans. Humans have endogenous cannabinoids in the body similar to THC and CBD. Current research has identified receptors for cannabinoids in the brain and other major organs as well in the spinal cord and bone marrow. There are other receptors for cannabinoids located in the immune system. The basic principle of ECS is the regulation of the body's homeostasis or natural balance. Since the start of the Industrial Revolution, the human body has been over whelmed by contaminants, toxins, preservatives and more unnatural chemicals. This over exposure of unnatural materials has over whelmed the body's abilities to maintain homeostasis and this has contributed to the increase of many diseases. (exhibit 6.1)

Frequently asked questions will be available as a handout for all registered patients after initial visit and intake forms are completed. (exhibit 6.2) This information will eventually be available on our website.

State and Federal Law about medical marijuana will also be available to all registered patients as a handout.

Education on all options to use medical marijuana including paraphernalia, safe consuming techniques and potential side effects will be available for registered patients in a handout and eventually on our website. (exhibit 6.3)

A dispensary technician or the Director of Health Care will be available to answer questions a patient may have about information contained in the educational material and/or offer counseling on questions that a Patient may have about consumption and/or health effects of medical marijuana during the patient's scheduled appointment.

The educational materials will cover the following: (1) information to assist the patient in selecting medical marijuana strains(exhibit 6.4), including potential benefits of certain strains for particular symptoms, (2) types of medical marijuana products available from BHCW (flower/buds, shake, tinctures and concentrates) (3) different methods of consuming the medical marijuana that BHCW offers (vaporizing, smoking and ingesting tinctures), BHCW will always recommend vaporizers(exhibit 6.5) (4)

proper dosage for different methods of consuming medical marijuana, with an emphasis on using the smallest amount possible to achieve the desired effect and with an explanation of the impact of potency (5) research studies on health effects of medical marijuana consumption (6) facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs.

7. Required Training

Onsite training curriculum table of contents of the Cultivation Staff Training Manual and Training Guide for Dispensary Staff is included in RFP. (exhibit 7.1 & 7.2)

Information on the medical use of marijuana will be provided as a handout and is a part of our Outreach Educational Program.

Proper use of security measures and controls as well as action for emergency situations including robbery and violent incidents are a part of the Employee Policies and Procedures.

Professional conduct, ethics, state and federal laws regarding patient confidentiality is included in BHCW HIPAA compliance packet and Employee Policies and Procedures as well as literature on State and Federal laws regarding the distribution of medical marijuana.

BHCW's staff development plan is centered around training by both the agent's supervisor and by the agent's experienced peers. Each agent receives compliance training upon hire and on an annual basis thereafter. The compliance training ensures agents understand the following: the mission and vision of BHCW to provide the highest quality of medical marijuana in accordance with the highest levels of attention to professionalism and integrity with the focus on patient and caregivers and public safety, Federal and State laws regarding medical marijuana, patient rights to privacy and confidentiality, confidentiality of BHCW information and operations, BHCW's policies and procedures regarding security, and BHCW's policy and procedures on emergency preparedness. BHCW documents all training provided and obtains a signed statement from each agent indicating the date, time and place the agent received training and the topics discussed, including the names and titles of presenters.(exhibit 7.4) The general manager will have monthly meetings with individual agents to evaluate performance and quality of service as well as quarterly department meetings to review department goals.

BHCW Employee Handbook (exhibit 10.5)

Staffing

- a. Agents of BHCW must be minimum of 21 years old and cannot have been convicted for a felony offence for a drug misdemeanor within 5 years.
- b. An employment file will be created for all agents which will contain the employment application, criminal background checks, training documentation, administrative reprimands and criminal activity. The file will be maintained for 12 months after the agent is no longer employed by BHCW. Any agent or investor who contributes more than \$5000 will have a file created and maintained by BHCW according to the OMM retention schedule.

- c. Before any agent starts employment with BHCW a criminal background check will be conducted and paid for by BHCW. All background checks will be forwarded to the OMM before employment begins.
- d. All agent applications and criminal background checks will be submitted to OMM for review and all agents must receive OMM issued registration card before employment. Contents of the application must contain:
 - BHCW executive management reference with description of job role
 - Must be Delaware resident with telephone number
 - Applicants signature and date
 - A signed statement of compliance to BHCW protocols including not diverting medical marijuana or knowing over dispensing medical marijuana (exhibit 7.3)
 - Items included in employee application are birth certificate verifying the applicant is 21 years old, photo identification verifying Delaware residence, non-refundable application fee of \$125, State Bureau of Identification and Federal background criminal screening check
 - BHCW Personnel Record Review checklist (exhibit 7.5)

8. Pricing and Payment

Blue Hen Compassion and Wellness is planning to offer medical marijuana at an average price range of \$35-45 per gram. We agree that patients need low cost medicine, but diversion to the black market will occur if prices are too low. Our pricing goal is to provide an affordable price and stabilize the market for consistent prices but also stay in line with the black market to prevent diversion.

Blue Hen Compassion and Wellness realizes that many medical marijuana patients can no longer work due to illness and are living in poverty. They may be home-bound and do not have the means to acquire medical marijuana. Our mission is to provide safe, secure and private access to registered patients in need. In order to eliminate disparities in access for patients with low or no income, we have created the Blue Hen Program. Members of the Blue Hen Program will receive 4 free gram of shake that has been tested for potency, per month and may purchase medical marijuana at reduced prices. In order to be considered for the Blue Hen program, patients must be current registered patients with the Office of Medical Marijuana. Patients will be required to complete a Blue Hen Program registration form that includes information on their income and expenses. Documentation of W-2s, SSI checks and/or pay stubs. The information will be reviewed by management to determine if the patient qualifies for the program. This decision will be modeled after a standardized data analysis formula that is used by local community assistance programs. Membership in the Blue Hen Program will need to be renewed every 6 months.

The forms of payment for medication will depend on the Federal Banking Laws. Currently most banks will not do business with any medical marijuana entities due to fears of money laundering charges from the Federal Government. The Department of Justice has given guidance to the banks in regards to business practices with medical marijuana entities but do not provide Federal immunity from penalties. Many banks and credit card companies refuse to do business with medical marijuana entities until straight forward guidance is released. Until banks will do business with medical marijuana entities,

BHCW will only be able to accept cash payments for medication. All payments made for medication will be accounted, documented and stored for record keeping by our advanced Point of Sale and Inventory system and maintained according to the OMM retention record.

(rest of page intentionally left blank)

9. Documentation and Records Maintenance and Retention

Blue Hen Compassion and Wellness (BHCW) will utilize the most advance Point of Sale (POS) Accounting, Inventory and Grow House management system available specific for the Medical Marijuana Industry. A table of contents for BioTrack THC Manual is available.(exhibit 9.1) BioTrack THC combines all the disciplines into one system. BioTrack THC has won the RFP for the State of Washington and will be the exclusive POS and inventory system for the state. The Grow House management system can track every plant from seed to sale and every clone from mother plant to sale with unique barcodes as well as Batch the plants harvested together under an additional unique barcode. BioTrack THC will track every component of the plant including but not limited to the flower/bud, shake and all waste products and will generate a report with the authorized agents information and chain of custody throughout the grow phases. Every time the system is used the authorized agent must enter their unique passcode or use of biometric scan and the system will store the usage information. All reports will be maintain according to the OMM retention schedule. The user can customize over a 100 different types of inventory, financial, and audit reports. BioTrack THC has designed many of the audit reports to comply with the State of Colorado's Department of Revenue regulations. Monthly Inventory Forensic, Inventory Audit, Current Inventory and Waste Reports will be generated by the POS system and any discrepancies among the reports will be reviewed and reported to law enforcement, OMM and DHSS after an investigation from the executive management team within 24 hours.(exhibit 9.4) The POS system Forensic Report tracks all system activities and tracks the authorized agents who performs the actions and cannot be manipulated in any form. Forensic inventory and financial audit reports can be customized for all requirements by the Act. The tracking options will track the chain of custody and location of every plant in the Grow and generate transportation manifests with barcodes and amount of medication being delivered to the dispensary. Security of the Dispensary and Grow are paramount as well as the security of data. All electronic and paper records and documentation will be maintained in compliance with the Act, OMM retention schedule and HIPAA requirements. BioTrack THC data security uses the latest Secure Socket Layer (SSL) encryption technology. Every user has their separate log-in information with use of personal identification number (PIN) or the use of biometric scan. Blue Hen Compassion and Wellness (BHCW) will have our own server onsite to store and backup all critical data. BioTrack THC is not web based so sensitive data is never sitting out on the internet and BHCW is not completely dependent on internet connection to conduct business. BHCW will also contract a reputable records offsite retention company for long term secure storage such as Iron Mountain Offsite Vaulting. BHCW's Electronic Data Security Manual protocol is available for review.(exhibit G.10)

Dispensing Medical Marijuana

BioTrack THC point of sale and patient management component will track, record and enforce State and patient limits for dispensed medical marijuana. The patient possession limit of no more than three ounces dispersed in any 14 day period and in possession of no more than six ounces at any given time shall be enforced and input into the system. The system can track and record dispensed medical marijuana by MMP id number including the amount, date, time and whether the patient or designated caregiver received the medical marijuana. If a registered patient has reached the possession limits the POS system will red flag that registered patient and prevent any further dispensing. BHCW has an hours by appointment protocol which a registered patient must make an appointment to purchase medication. An agent will pre-verify each patient before the scheduled appointment with DHSS to

confirm active registration and possession limits. Each plant has a unique barcode that will follow the plant through all phases of growth, harvest, curing, packaging and dispensing to the registered patient. All plants harvested and grown together will also receive a unique Batch barcode which will account for the all plants individual barcodes. In the event of a recall, all plants (medication) from a Batch can be accounted for with a Recall Report generated by the POS system.

Inventory accountability records

BioTrack THC gives BHCW the ability to customize hundreds of inventory and audit reports. A record of each audit report will be maintained **29 Del. C. Ch. 100 Freedom of Information Act** according to the OMM retention schedule and will be provided to OMM in compliance with the Act. (exhibit G.5-G.7) All audits will be signed, dated by an authorized agent completing the summary of the inventory findings. Inventory Discrepancy Report will be completed and sign if a discrepancy occurs.(exhibit 9.4)The executive management team will perform an investigation of discrepancy and report it to law enforcement, OMM and DHSS within 24 hours. A BHCW Inventory Report Checklist will be completed monthly as a part of normal operations.(exhibit 9.2)

Product Testing Results

BHCW will utilize the QuantaCann, in-house to scan the medical marijuana for THC-A, TCH, CBD concentration and moisture content. QuantaCann uses Near Infrared Spectroscopy (NIR) to scan and compare the sample's spectral data against Steep Hill Lab's database of thousands of Liquid Chromatography (LC) and Gas Chromatography (GC) test samples. (exhibit 4.1) QuantaCann is controlled using a web application which may be accessed by any browser. The app tracks all samples scanned by BHCW and creates a searchable database with batch number of sample being tested, as well as providing analytics on how test samples compare to all tested across the QuantaCann network. The BioTrack THC Grow-House Management component has the ability to track strains and document notes on strain test results, amount of medical marijuana tested, batch number of sample tested, name of person performing test as well as notes on the nutrient program. All test results will be signed and date by an authorized agent performing the test and will be maintained on the on-site and offsite server (Iron Mountain Offsite Vaulting) according to the OMM retention schedule.

Facility Inspection

Both the Dispensary and Grow will be inspected monthly, documented and saved according to the Act and OMM retention schedule. The facility inspection summary (BHCW Security Audit Checklist) of cleanliness and compliance of physical location mandates as stated by the Act will be signed and dated by an authorized agent.(exhibit G.8) A BHCW Location Review Checklist will be completed quarterly, signed and dated by agent and general manager. (see operations manual)

Tracking Logs of Transported Medical Marijuana

BioTrack THC is the most advance Medical Marijuana Dispensary Management system in the industry (won State of Washington RFP) and has the ability to track with barcode the chain of custody in real-time with the information of who handled each plant, when, why, the time the medication left the Grow facility and the time the medication arrived at the dispensary. The system will also create a transportation manifest with turn by turn directions, product information, driver and vehicle information. On the manifest's product information section will include but not limited to the date,

amount of medication, all barcodes of the medication being transported, BHCW registry ID number, contact information, the agent's registry ID number and contact information. (see operations manual) All manifests will be saved and maintained according to the OMM retention schedule ^{29 Del. C. Ch. 100 Freedom of Information Act}

Once the medication reaches the dispensary the barcode information on the manifest will be cross checked with the barcodes on the medication vials and a report will be generated with the authorized agent's information. All receiving reports and the authorized agent's information who cross checked the medication will be maintained according to the OMM retention schedule.

Security Inspection

All security devices and monitoring systems will be inspected monthly and documented for proper function as well as all upgrades, modifications or corrective action according to the Act. After inspection a summary report (BHCW Security Audit Checklist) will be signed and dated by an authorized agent and will be maintained in accordance with the OMM retention schedule ^{29 Del. C. Ch. 100 Freedom of Information Act}

Alarm Activation or Breaches of Security

All alarm activities and/or breaches of security will be reported to management and a BHCW Critical Incident Report will be generated (Exhibit 9.3), signed and dated. All BHCW's critical data will be saved ^{29 Del} and any critical data sent electronically will sent by FTP (File Transfer Protocol). All actions to resolve breaches will also be reported and saved. Any changes to Standard Operating Procedures will be documented and enforced. Any breaches of medical records will be handled according to HIPAA rules and regulations and a report (BHCW Critical Incident Report) will be generated and saved. All reports of breaches will sent to OMM for review. Any critical alarm activations will be reported to law enforcement immediately.

All video footage of both facilities, inside and out, will be digitally recorded and retained according to the OMM retention schedule.

Agent/Personnel Records

All records for all serving and served board members or perspective board members shall be made and maintained for any convicted, fined, censured, or had a registration or license suspended or revoked in any administrative or judicial proceeding according to the Act. If an agent is terminated a summary report will be generated (BHCW Critical Incident Report) by an authorized manager signed and dated. The terminated agent's registry id number will be revoked and flagged in the POS system and will not be permitted any access on physical locations or computer systems. An authorized agent will report the terminated agent's registry id number to the OMM and DHSS within 24 hours of official termination.

A record for each and every agent shall be made and maintained for a minimum of 12 months after agent has ended work relationship with BHCW. The record will contain employee application, records of disciplinary actions and documentation of training requirements completed and signed by trainer with information of topics discussed.

Financial Records and Audits for Accountability

A record of all source of funds used to open and maintain BHCW, including name, address and date of birth of any investor contributing more than \$5,000, will be recorded and maintained according to OMM retention schedule.

10. Form Samples

- BHCW Disclosure Consent Form (exhibit 10.1)
- BHCW PHI Notification Form (exhibit 10.2)
- State of Washington Sample form; Authorization to Engage in the Medical Use of Marijuana & Risks and benefits of medical marijuana (exhibit 10.3)
- State of Washington Sample form; Patient Intake Form (exhibit 10.4)
- BHCW Employee Handbook (exhibit 10.5)

J. Certification & Statement of Compliance



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or

secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or for profit corporation, incorporated under the laws of the State of Delaware.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): ___are; are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

- 1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
- 2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and

3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

3/14/14
Date

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Signature & Title of Official Representative

RAJA SHEKAR CHIRRA.
Type Name of Official Representative



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

STATEMENTS OF COMPLIANCE FORM

As the official representative for the contractor, I certify on behalf of the agency that Blue Hen Compassion + Wellness (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

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Authorized Signature: _____

Title: CEO

Date: 3/14/14

K. Blue Hen Compassion & Wellness Budget

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Blue Hen Program

For Financial Hardship

- 1. Veterans, Disabled Adults & 250% of Federal Poverty Level**
 - Receive 4 grams of shake per month free & 25% off of medication
- 2. Seniors 65+, Supplemental Security Income and Social Security Disability**
 - Receive 4 grams of shake per month free & 20% off of medication
- 3. Long-term unemployed, Medicaid & 249%-100% of Federal Poverty Level**
 - Receive 4 grams of shake per month free & 15% off of medication

Section F Exhibits

F.1 280E Federal Tax Code

F.2 CVs Raja Chirra, Akin Odutola & Dr. Richard Chong

F.3 BHCW Bylaws

F.4 National Criminal Reports Raja Chirra, Akin Odutola & Dr. Richard Chong

F.5 Cannabimimetic effects of osteopathic manipulation treatment

280E Federal Tax Code (280E Reform Website)

Section 280E of federal tax code bans tax deductions related to “trafficking in controlled substances”. This code was enacted in 1982.

“Section 280E: No deduction or credit shall be allowed for any amount paid or incurred during the taxable year in carrying on any trade or business if such trade or business (or the activities which comprises such trade or business) consists of trafficking in controlled substances (within the meaning of schedule 1 and 2 of Controlled Substance Act) which is prohibited by Federal Law or the law of any State in which such trade or business is conducted)”.

The IRS has taken the position that medical cannabis dispensaries are to be considered drug-trafficking organizations, and therefore fall under the purview of section 280E. Accordingly, the IRS denies any deduction items such as rent, payroll and health insurance for employees regardless if the medical cannabis dispensary is a Not for Profit business entity.

All medical cannabis dispensaries must account for 280E when filing federal income taxes. While there are different approaches to handling the issue, failure to address 280E in income tax returns could leave dispensaries vulnerable to large back taxes and penalty. A failure to effectively plan for 280E could result in receiving tax bills that are beyond the ability to pay and ultimately lead to closure of the medical cannabis dispensary.

The 280E tax code has precedents in an IRS Tax Court. In 1999 the case, CHAMP, one of the earliest San Francisco dispensaries, argued that (a) 280E should not apply to a state-legal organization, and that (b) if it was found to apply, there should be an allocation between drug-trafficking expenses and non-drug-trafficking expenses. The IRS prevailed on the first issue when the judge ruled a state-legal distributor of medical cannabis would be considered a drug-trafficking organization under the federal Controlled Substance Act. However, the judge also found that there should be an allocation between drug-trafficking expenses and other expenses. Because CHAMP provided a very extensive range of services to its patients, the judge decided on an 85-15 percent allocation between non-drug-trafficking and drug-trafficking expenses.

RAJA SHEKAR R. CHIRRA

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Raj has over 25 years experience in pharmaceutical sciences, founded and built several successful businesses later sold to public companies. Raj's expertise includes but not limited to; scientific aspects of limited drug distribution, inventory control, management of data drug histories, patient records, quality assurance programs, drug information services, preparing clinical investigational medication trials. Raj has partnered with some of the top Drug Manufacturers to ensure patient compliance and adherence to newly FDA approved medication. Raj has developed and directed business model for Section 340B of the Public Health Services Act and understands the treatment complexity and the need for social support and behavioral barriers in the community.

EMPLOYMENT HISTORY:

LINCARE, INC. 02/2011- Present

Executive Vice President of Operations

- Responsible for all aspects of Specialty Pharmacy Operations at Acro Specialty Pharmacy, assisted and guided the company to achieve financial goals, objectives and operating performance, increasing annual revenue of the company to \$130 million
- Created [5] year strategic and financial plan, prepare annual budgets and forecasts and set growth targets
- Managed limited resources as set out by the chief executive officer resulting in the most productive uses with the aim of creating maximum value for the company's stakeholders
- Developed and cascaded the organization's strategy/mission statement to staff. Implemented appropriate rewards/recognition and coaching/corrective practices to align personnel with company goals
- Prioritized customer, employee and organizational requirements, maintain and monitor staffing levels to achieve maximum financial results

ACRO SPECIALTY PHARMACY, 2006 – 02/2011

Co-Founder & Chief Operations Officer

- Co-founded specialty pharmacy with specific focus on the distribution and clinical aspects of high cost pharmaceutical products
- In-depth, hands-on experience with all aspects of a company's financial, operational management including budgeting, forecasting and cash flow analysis, internal control policies and procedures
- Prescription volume increased from 97 prescriptions in 2006 to 21,900 prescriptions in 2010 and increased revenue from \$20 million to \$100 million

- Developed Acro's unique personalized service model. Focused on contracting with payer organizations to become an exclusive pharmacy provider or preferred pharmacy vendor. Identifying adherence issues, tailoring interventions eliminate or reduce barriers, providing ongoing social support
- Directed Acro's success in managing formulary for its managed markets, combined with excellent customized services, resulted in market share improvements for manufacturers
- Drove results which enabled the Company to secure access to most limited distribution products, which are usually unavailable to small and midsized pharmacies such as Xolair, Revelimid, Pomalyst, and Tecfidera ext.
- Developed key relationships with industry professionals
- Lincare Holdings, Inc. acquired the company in February, 2011. Below are Lincare's key stats:

Lincare Holdings, a subsidiary of Linde AG (LIN:XETRA)

Revenue 2012 approximately \$2 billion

Lincare's Assets:

Over 11,000 employees in US

1100+ sales staff

Over 500 Nurses & 105 Pharmacists on staff

33+ mail order pharmacies across United States

28 Infusion facilities & Acro Specialty Pharmacy (HUB)

ACRO PHARMACEUTICAL SERVICES, 2004 – 02/2011

Co-Founder & Chief Operations Office

- Developed business model with Greater Philadelphia Health Action, Inc. A nonprofit, federally qualified health center that is eligible to purchase outpatient prescription drugs at favorable discounts under Section 340B of the Public Health Services Act, designed to eliminate any barriers to care for patients who otherwise could not afford necessary medication.
- Provided a qualified health care entity with a solid financial foundation to support existing patient services and help expand their scope of care, offer patients convenient access to local medical services.
- Expanded service area from 2 to 8 clinics. Currently services 80,000 patients, averaging 9,000 to 10,000 prescriptions monthly, driving Annually Revenue to approximately \$5 million
- Directed and managed all aspects of the operations, created and implemented complete set of policies and procedures to guide compliance with 340B program rules and regulations
- Developed audit guidelines, as well as compliance plans to meet PHS expectation
- Designed a program to help un-insured and under insured patient

PRIORITY HEALTHCARE, 2001 – 2004

Director of Operations

- Created specialty program providing infusion, specialty medications and clinical services
- Directed all aspects of operations of specialty services, increased revenue from \$16 million to \$100 million

INFURX, 1998 -2001

Founder and Director of Operations

- Operated core business and operational development functions (e.g. purchasing, human resources, finance, quality control, material management) within the pharmacy operation
- Set goals, monitored work, and evaluated results to ensure that organizational objectives and operating requirements are met and are in line with the needs and mission of the organization

BRONX-LEBANON HOSPITAL CENTER, 1996 - 1998

Pharmacy Supervisor

- Managed and monitored all aspects of the operations with a staff of 12 Pharmacist and 40 technicians
- Responsible for maintaining narcotic logs, providing statistical reports, preparing pediatric clinical investigational medication trials and developing strict policies and procedures in the I.V. room
- Prepared policies and procedures for various areas within pharmacy that affected nursing and outpatient clinic and participation in daily multidisciplinary clinical rounds

BRONX-LEBANON HOSPITAL CENTER, 1990 - 1996

Staff Pharmacist

- Responsible for over 500 daily prescriptions
- Prepared hyper alimentation, chemotherapy, antibiotic and investigational drugs
- Filled unit dose, narcotics and floor stock orders and participated in multidisciplinary clinical rounds

DOBBS FERRY PHARMACY, 1992 - 1998

Staff Pharmacist

- Responsible for dispensing prescriptions and medication counseling in a high volume retail pharmacy specializing in fertility medications

PERSONAL INFORMATION

A social entrepreneur and leader in Non Profit community and health care experience comes from 25 years tenure at BRONX-LEBANON HOSPITAL CENTER, one of the largest research hospitals in the New York City. Happily married to a physician with a private practice located in Delaware, with one child, who attends Case Western Reserve University in Cleveland, Ohio.

A caring, self-motivated individual with a passion for helping people and improving their quality of life. An organized, effective communicator with providers, patients, partners, colleagues and management with a proven ability to remain calm even in stressful or unexpected circumstances. Sympathetic, caring attitude, supportive of those who may be unwell, confused or upset. Confident team player, thriving on challenge with a positive, cheerful attitude to patient care and clinical practice.

Executive Board Member with Hindu Temple of Delaware 2001 to Present

- **Established** Non-Profit Hindu Temple
- Cultivated Membership from 1,000 to the current level of 10,000 members
- Assistance in managing the annual budget of \$1.6 M
- Actively involved in fundraising, personally raising \$50,000-\$100,000 annually
- Organized numerous charity events and various forms of community outreach programs
 - “Helping Hand”,
 - “Thanksgiving dinners for the homeless”,
 - Actively supporting overseas education

Active volunteer with DOCTORS WITHOUT BORDERS through Christiana Hospital in Newark, DE traveling to under developed countries, providing health care and education .

LICENSE

REGISTERED PHARMACIST, August 1990, New York State

SUMMARY OF QUALIFICATIONS:

- Self-motivated, detail oriented business leader with 16+ years of pharmaceutical, distribution, business planning and operations experience. Demonstrated experience leading large complex organizations, driving business results in a highly regulated environment, managing strategic relationships, and building productive working relationships with internal & external stakeholders. Strong global leadership experience on various enterprise wide initiatives with the ability to see, understand and communicate the big picture.

EXPERIENCE**AMERISOURCEBERGEN CORPORATION****Vice President, Global Branded Rx (2012 – 2014)**

- Responsible for \$96 Billion of pharmaceutical product acquisition & distribution
- Responsible for all aspects of Branded Pharmaceutical Rx sourcing for the organizations.
- Leads trade affairs with key strategic suppliers to include negotiating business agreements and settling disputes and / or issues as needed.

HUMAN GENOME SCIENCES, INC, ROCKVILLE, MD (2008 – 2012)**Director, Strategic Sourcing – R&D**

- Responsible for \$1.5 Billion clinical trial budgets
- Developed and managed collaborative strategic relationships with key global R&D Partners
- Ensured successful delivery of pivotal clinical trials utilizing outsourced suppliers ultimately resulting in FDA approval of HGS's lead candidate drug, Benlysta
- Represent HGS and lead negotiations of complex global & domestic agreements

ASTRAZENECA PHARMACEUTICALS LP, WILMINGTON, DE (2006 – 2008)***Snr. Category Leader, Research & Development Sourcing***

- Led US based R&D sourcing team for clinical trial outsourcing across Global clinical development (Phase I – IV) & US based non-clinical organization.
- Directed team in conducting financial due diligence, spend analyses and development of business cases for company investment/expenditure in support of strategic business objectives.
- Developed strategies to efficiently outsource and manage multiple new and ongoing studies by identifying key clinical service providers and long-term partnerships with them (i.e. CROs, bio-analytical & clinical laboratories, patient recruitment providers, & clinical supply providers).

Snr. Commercial and Development Business Partner (2004 – 2006)

- Developed long-term relationships with internal AstraZeneca commercial client groups (Global Marketing & Business Development, North American Licensing, & Emerging Brands) to understand, anticipate and deliver against their short & long-term business outsourcing needs.
- Directed team of outsourcing and project management resources to meet client business priorities through a continuous process of communication, issue diagnosis, proactive problem solving and strategic influencing
- Led team to develop SOP's and working practices to ensure project deliverables were met within the pre-defined timeframe & cost base
- Focus spanned Commercial & Clinical Development spend areas
- Line management responsibilities

Snr. Project Manager (2003 – 2004)

- Led AstraZeneca's negotiation team for Together Rx Prescription Card program. A multi-pharma company prescription drug card collaboration.

- Led and facilitated development & implementation of an organizational re-engineering initiative with senior US & Global AstraZeneca Executives across the US AstraZeneca Operations function.
- Led other projects across Medical Affairs, Clinical Development, and Marketing

Snr. Clinical Strategic Purchasing Manager (2000 – 2003)

- Led a global cross functional team of individuals across R&D, Finance, Legal, and Purchasing to design, develop and implement a global clinical strategy to meet current and future clinical analytical laboratory testing demand across AstraZeneca's six Global R&D sites
- Responsible for \$400 million in Global expenditure.
- Responsible for sourcing activities (RFP development, Contract negotiations, Change order management) across all clinical categories. Specifically with CROs, Contract Manufacturing Organizations, Bio-analytical and clinical laboratories, Electronic Data Capture (EDC) companies, and Interactive Voice Response Companies.
- Negotiated and executed numerous performance agreements & mutually beneficial partnership agreements with key Clinical Development partners (CRO's, Central labs, ECG & EDC providers). Responsible for ongoing performance management of contracted partners
- Line management responsibilities

ICG COMMERCE, Jenkintown, PA (1998 – 2000)

Management Consultant

- Designed, developed and implemented various strategic and operational excellence programs for Fortune 500 pharmaceutical and healthcare companies.
- Defined strategies to maximize financial contribution and reduce cost base for major pharmaceutical manufacturers and hospital systems.
- Led team of consultants on various client projects in the healthcare industry as required.

OCTEL AMERICA, Wilmington, DE (1995 – 1998)

Financial Analyst

- Responsible for daily financial analysis & reporting activities related to operating the business. Maintaining accurate financial, management, demand planning, production planning, and inventory records.
- Developed monthly, quarterly and annual financial management, forecasting, and operations reports.

EDUCATION

Drexel University, Philadelphia, PA

Master of Business Administration

Focus: Finance

Illinois Wesleyan University, Bloomington, IL

Bachelor of Science in Business Administration.

Major: Risk Management

University of Pennsylvania, Philadelphia, PA

Master of Science - Organic Chemistry

Dr. Richard Chong

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Summary of Qualifications

- **Doctor of Chiropractic (DC)**, Palmer College of Chiropractic West, 1996-1999
- **Medical Acupuncture Certification**, (FIAMA) International Academy of Medical Acupuncture, 2010-Present
- **Certified Professional Coder (CPC)**, American Academy of Professional Coders, 2012-Present
- **Specialist in Fitness Nutrition Certification (SFN)**, International Sports Science Association, 2014
- **Medical Marijuana Industry Program Certification**, Cannabis Training University, 2014

Experience

- Doctor of Chiropractic, Licensed in Delaware (2000-Present)
- Owner, operator and founder of two Medical Rehabilitation and Pain Management practices (Crestview Rehabilitation & Delaware Spine Clinic 2002-Present) and Diagnostic Nerve Testing center (EMG Medical 2009-2012)
- Sale of Diagnostic Nerve Testing center (2012)
- Director of Chiropractic Rehabilitation and Billing (2002-Present)
- Expert biller, coder and auditor of Worker's Compensation and Motor Vehicle Accident claims (2002-Present)
- Revenue Cycle and Denial Management (2002-Present)
- Medical records review of but not limited to: Diagnostic Imaging, Neurosurgery, Orthopedic, Neurology, Physical Therapy and ER Evaluation & Management Services and Discharge reports (2002-Present)
- Medical and Chiropractic Compliance Reviews (2002-Present)

Academic Profile

- **Thomas McKean High School**, Wilmington, DE, 1988-1991
- **Virginia Wesleyan College**, Norfolk, VA, Studies in Biology, 1991-1993
- **University of Delaware**, Newark, DE, Studies in Biology, 1993-1996
- **Palmer College of Chiropractic West**, San Jose, CA
Doctor of Chiropractic, 1996-1999

Bylaws of Blue Hen Compassion & Wellness L.L.C.

Blue Hen Compassion and Wellness L.L.C. (BHCW) is fully committed to maintaining ongoing compliance with all pertinent provisions of **Section XX** and others relating to its organizational structure and ongoing operations. Its Bylaws appear below followed by its Articles of incorporation as filed with the Delaware Division of Corporations on XX/XX/XXXX (*To be updated upon filing with the Delaware Division of Corporations*).

In demonstration of its not-for-profit commitment, BHCW offers the following policy regarding charitable donations:

BHCW's Articles of Incorporation and Bylaws contain all provisions necessary to ensure its commitment to operating in the spirit of a not-for-profit, including restrictions on the issuance of stock, and the payments of dividends and other distributions of income or profit. It's operating income after satisfying all operating expenses, capital costs, and reserves for taxes, legal fees, and program investments will be devoted to nonprofit purposes as set forth in its Articles and Bylaws. It has not sought tax exempt status under the Federal Internal Revenue Code, Section 501© and does not anticipate doing so.

Consistent with its nonprofit character, BHCW will devote a portion of any operating surplus it generates following the startup phase to charitable donations to qualifying tax-exempt entities whose mission and purposes are consistent with BHCW. Separately, an additional portion of any operating surplus will be set aside to offset the cost of the purchase of medical marijuana to qualifying patients in need of medication but without the means or resources to obtain the medication. BHCW's Board will evaluate these surpluses and determine the ongoing needs of BHCW to maintain high quality services and appropriate facilities. From the remaining surplus, it anticipates making donations to such not for profit entities as approved by the Board of Directors and other organizations that treat a significant number of its patients

BHCW's Board will also evaluate making voluntary payments to municipalities where it has dispensaries and where significant infrastructure support services are provided by that municipality, and which may not otherwise be fully compensated through property taxes, including those BHCW may pay indirectly through its rental payments to its landlord.

The particular amounts of donations, patient purchase support allocations, and voluntary payments to municipalities cannot be determined at this time. BHCW's Board confirms its commitment to supporting these and related charitable purposes with its surplus funds to the extent practicable under future circumstances.

BYLAWS

Of

BLUE HEN COMPASSION AND WELLNESS L.L.C.

(A Delaware Limited Liability Corporation)

Adopted by the Board of Directors (Insert date XX/XX/XXXX)

Article 1. IDENTITY

1.1 Name:

The name of the corporation is Blue Hen Compassion and Wellness L.L.C. (the "Corporation"). The name of the Corporation may be changed by amendment of its Articles of Incorporation. The Corporation may register to do business under one or more assumed names by filing appropriate registrations with the Delaware Division of Corporations.

1.2 Offices:

The principal office of the Corporation in the State of Delaware will be at such location as may from time to time be designated by the Board of Directors of the Corporation. The Corporation may also have offices at such other places, within or without the State of Delaware, as its business and activities may require as the Directors may, from time to time, designate.

1.3 Registered Agent and Office:

The Corporation shall have, and continuously maintain, a statutory registered agent who shall be a resident of the State of Delaware. The initial registered agent shall be the person designated in the Articles of Incorporation and the Directors shall have the power to change the identity of the registered agent from time to time by filing an appropriate form with the Delaware Division of Corporations. The registered agent shall maintain a registered office within the State of Delaware. The address of the registered office may be changed from time to time by either the registered agent, or the Directors upon filing an appropriate form with the Secretary of State of the State of Delaware.

1.4 Articles of Incorporation:

The name and purposes of the Corporation shall be as set forth in the Articles of Incorporation. These Bylaws, the powers of the Corporation, its Directors, Officers and all matters concerning the conduct and regulation of the affairs of the Corporation shall be subject to the Articles of Incorporation in effect from time to time.

ARTICLE 2. PURPOSE

The Corporation's purposes as set forth in its Articles of Incorporation are as follows:

The Corporation is organized as a Delaware Limited Liability. Without limiting the generality of the foregoing purposes, the Corporation's purposes shall include the promotion of the common good and general welfare of the people of Delaware through appropriate means, including (among other things) advocating for access to medical marijuana by individuals qualifying for legal access to marijuana for medical use, providing medical marijuana to such individual as permissible by law, and fostering improved understanding by the people of Delaware of the benefits such individuals derived from such use. The mission of the Corporation is to provide the purest, most effective and affordable medical marijuana along with integrated holistic health services. We create and maintain the standards of excellence for medical marijuana in all that we do. We foster a compassionate community that advances understanding and inspires action. The Corporation shall restrict the issuance of shares of stock. *No dividend shall be paid and no part of the income or profit of the Corporation shall be distributed to any member, director, officer or other individual (except that reasonable compensation may be paid for services rendered to or for the benefit of the Corporation in carrying out its purposes).* Upon dissolution of the Corporation or the termination of its activities, the assets of the Corporation remaining after the payment of all of its liabilities shall be distributed by its Directors exclusively to one or more organizations as may then be permissible under Delaware law.

ARTICLE 3. MEMBERS

The Corporation shall have no members.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Powers, Identity & Qualifications:

The activities, property and affairs of the Corporation shall be managed by its Board of Directors (the "Board"). The Board shall have the powers possessed by the Corporation itself, so far as not inconsistent with the laws of the State of Delaware, the Articles of Incorporation as amended, or these Bylaws. The Board of Directors may delegate to Officers and employees any or all of the powers which the Directors may have, and may adopt and amend from time to time rules and regulations governing the affairs of the Corporation. The Directors shall be elected by the Board at the Annual Meeting. The number of Directors may be increased or Decreased from time to time by the Board, but shall not be less than three (3) nor more than fifteen (11), and no decrease in number shall have the effect of shortening the term of any incumbent Director. Each Director shall be selected for his or her ability to participate effectively in fulfillment of the responsibilities of the Board. In the process of selection of individual candidates as Directors, consideration should be given to those individuals with skills, experience, interest, and expertise in areas of value to the Corporation

4.2 Terms of Office:

Directors shall serve for terms of up to five years and until their successors are elected and qualified, or until their prior death, removal, or resignation. The initial Directors shall serve until the first Annual Meeting of the Board. Except as otherwise provided by these Bylaws or in the Articles of Incorporation, the Directors shall be elected by the Directors at each annual meeting. The Directors shall determine the term to be served by each Director, which terms may be equal or staggered in the Directors' discretion.

4.3 Vacancies:

In the event of a vacancy on the Board occurring between Annual Meetings of the Board, the Directors may act to fill any such vacancy for the unexpired term of the person creating the vacancy. Vacancies shall be filled forthwith, and any person elected to fill a vacancy shall be so advised and shall serve with the same rights and duties of such person as they are elected to succeed.

4.4 Removal:

Any Director may be removed from office with or without cause at any meeting by affirmative vote of at least two-thirds of the Directors then in office.

4.5 Resignations:

Any Director may resign at any time either by notice in writing to the Secretary or by absence from three (3) successive meetings of the Directors. Written resignations shall take effect at the time therein specified, or upon receipt if no time shall have been specified. Resignations deemed offered by three consecutive absences shall not be accepted except by affirmative vote of a majority of Directors present at a meeting subsequent to the meeting giving rise to the deemed offer of resignation. Unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Meetings:

There shall be an Annual Meeting of the Directors held during May of each year at the principal place of business of the Corporation or at such other location as the Directors may designate. Additionally, there shall be Regular Meetings and Special Meetings of the Directors and/or the corporate officers and/or the committees as are necessary to conduct the business of the Corporation. Location and time of these meetings shall be at the discretion of the Board. Special meetings may be called at the discretion of the President, or at the request in writing of one-third of the Directors.

4.7 Notice of Meetings:

A minimum of seven (7) days' notice for meetings of the Board shall be given, either by mail, e-mail, telephone or personal communications and such notice shall include at least an agenda and list of items to be voted upon.

4.8 Quorum and Voting:

At least fifty percent (50%) of the Directors shall constitute a quorum. Unless otherwise required by law, the Articles of Incorporation, or these Bylaws, that act of a majority of the Directors present at a meeting in which a quorum has been declared shall be the act of the Board. A Director may participate in any meeting of the Board or any committee thereof by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation in a meeting shall constitute presence in person at such meeting.

4.9 Mechanism for Board Action Without a Meeting:

If all the Directors sign a written consent specifying any action desired to be taken by the corporation, such action shall be a valid corporate action as though it had been authorized at a meeting of the Board and the secretary shall file such consent with the minutes of the meeting of the Board to be read at the ensuing regular meeting. A consent may be executed in counterpart originals as long as all counterparts are maintained in the corporate record book by the Secretary.

4.10 Conflicts of Interest:

(A) Statement of Potential Conflicts: Prior to taking his/her position on the Board of Directors and annually thereafter, each Director shall submit in writing to the President, a list of all businesses and other organizations of which he/she is an officer, director, trustee, member, owner (either as a sole proprietor or partner) shareholder (with at least a five percent (5%) interest in all outstanding voting shares), employee or agent with which the Corporation has, or might be expected to have, a relationship or transaction in which the Director might have conflicting interest. Each written statement shall be resubmitted with any necessary changes annually. The President shall become familiar with the statements of all Directors in order to guide his/her conduct should a conflict arise. The Treasurer shall be familiar with the statements filed by the President.

(B) Conduct of Meetings of the Board When a Conflict Exists: At such time as any matter comes before the Board of Directors in such a way as to give rise to a conflict of interest, the affected Director shall make known the potential conflict, whether disclosed by his/her written statement or not, and after answering any questions that might be asked of him/her, shall withdraw from the meeting for so long as the matter shall continue under discussion. Should the matter be brought to a vote, the affected Director shall not vote thereon. In the event that he/she fails to withdraw voluntarily, the President is empowered and shall require that the affected Director remove himself/herself from the room during both the discussion and the vote on the matter. In the event the conflict of interests affects the President, the Treasurer is empowered to and shall require that the President remove himself/herself in the same manner, and for the duration of discussion and action on the matter the Treasurer shall preside.

(C) Establishment of a Quorum for a Special Meeting When a Conflict Exists: If the matter is the item of business for which a special meeting of the Board was called, the affected Director shall not be counted to establish a quorum, nor shall he/she participate in the deliberations or vote thereon.

4.11 Compensation:

Directors may receive compensation for their services as Directors of the Corporation and for any other services rendered to, or on behalf of, the Corporation. Directors may be reimbursed for expenses incurred in their service as Directors.

4.12 Minutes:

A written record of all Board meetings shall be maintained by the Secretary in one or more corporate books reserved for this purpose.

ARTICLE 5. OFFICERS

5.1 Officers:

The officers of the Corporation shall be the President (who shall serve as President of the Corporation for all purposes as required under the Limited Liability Company Act), a Treasurer, and a Secretary and such other officers as the Directors may consider to be necessary or advisable from time to time.

5.2 Terms:

Officers must be Directors. Officers shall serve for one-year terms expiring at the next Annual Meeting of the Directors and/or until their successors are named and qualified.

5.3 Nomination and Election of Officers:

The Directors shall elect officers at their Annual Meeting. Vacancies shall be filled by the Directors at the earliest meeting of the Directors practicable after the vacancy occurs.

5.4 President:

The Directors shall select by majority vote a person from among their number to serve as the Board's President. The President shall preside at all meetings of the Directors of the Corporation. The President shall perform any other duties normally within the expressed or implied duties of the office of President of the Board of Directors that may be necessary for the best interest of the Corporation. The President shall perform such other duties as the Board of Directors shall, from time to time, direct.

5.5 Treasurer:

The Treasurer shall perform such duties as the Directors or the President may delegate to him/her. The Treasurer shall also prepare, or cause to be prepared, and shall present to the Directors at their Annual Meeting, a complete financial report and balance sheet showing the assets and liabilities of the Corporation as of the close of the preceding fiscal year, together with a profit and loss statement showing the gross and net income and operating expenses of the Corporation for the same period. The Treasurer shall also, whenever required by the Directors or the President, render, or cause to be rendered, a statement to them or to him/her of the finances of the Corporation. If requested by the Directors, within 90 days of the close of each year, the Treasurer shall present to the Directors financial statements prepared by an independent certified public accountant. Such of the duties and powers of

the Treasurer as he/she may from time to time determine may be delegated to the president of the Corporation or to a finance Committee of which the Treasurer shall be President.

5.6 Secretary:

The Secretary shall keep, or cause to be kept the minutes of all meetings of the Directors and shall keep said minutes in one or more corporate minute books. The Secretary shall attend to the giving and serving of all notices for the Corporation and the Directors. When required the Secretary shall attest the signature of the proper officers to all contracts, securities and other obligations of the Corporation and may affix the seal of the Corporation thereto. The Secretary shall perform all duties incident to the office of Secretary, subject to the control of the Directors, and such other duties as may, from time to time, be delegated to him or her by the Directors.

ARTICLE 6. COMMITTEES

6.1 Special or Ad Hoc Committees:

The Directors may delegate such of their powers as they consider advisable (except those powers which by law, the Articles of Incorporation, or these Bylaws may not be so delegated) to such additional Special or ad hoc Committees as the Board of Directors or these Bylaws may from time to time establish. The President, subject to the approval of the Board of Directors, shall complete by appointment all such special and ad hoc Committees, designating the President of each, as soon as practicable after the meeting at which such Committee was established.

6.2 Membership and Chairs:

Unless otherwise specified by these Bylaws, members of all Committees shall be nominated by the President and approved by resolution of the Board of Directors. One (1) member of each Committee, who shall be a Director, shall be appointed Chair of such committee by the Board President. Committees may elect or appoint a Vice Chair in the absence of the Chair, a Secretary and such other officers as may be necessary or advisable to conduct the meetings of the Committee. Except as otherwise provided, membership on Committees, other than an Executive Committee, may include persons other than Directors, such as administrative staff members, professional advisors, and other interested persons. Alternate or replacement members of any Committee shall be appointed or elected, as the case may be, in the same manner as Committee members are selected initially.

6.3 Term of Service:

A member of any Committee shall serve until the next annual meeting of the Board of Directors or until his or her successor is appointed, unless the Committee shall be sooner dissolved or unless he or she is removed from such Committee or unless the individual ceases to qualify as a member of such Committee.

6.4 Meetings and Notice:

Meetings of Standing and Special Committees may be called by the President, the Chair of the Committee, or any three € of the Committee's voting members. Except as otherwise provided in these Bylaws, each committee shall meet as often as necessary and appropriate to perform its duties. The date, time and place of a meeting shall be given at such a time and in such manner as to provide reasonable notice to committee members of the meeting. Such notice may either be oral or written, but must be given at least twenty-four (24) hours prior to the meeting except that shorter notice may be given if necessitated by an emergency. Each Committee shall keep minutes of its proceedings and shall record them for filing by the Secretary in the Corporate Minute Book.

6.5 Quorum:

Except as otherwise provided in these Bylaws, in the resolution of the Directors creating a Committee or by the President, a majority of the full Committee shall constitute a quorum and action taken when a quorum is present shall be the act of the Committee.

6.6 Resignations and Removals:

A member of a Committee may resign at any time by submitting a written resignation to the Chair of the Committee, or the President. Any member of any committee may be removed by the Directors whenever in their judgment, the best interests of the Corporation would be served thereby. Failure by any Committee member to attend two (2) consecutive regular meetings unexcused shall warrant a letter of warning that a third absence will be cause for removal from the Committee. The President may remove any Committee member he or she has appointed whenever, in his or her judgment, the best interest of the Corporation will be served thereby.

6.7 Vacancies:

A vacancy on a Committee shall be filled for the unexpired portion of the term in the same manner in which the selection of the previous committee member was made. During any vacancy, the remaining Committee members may continue to act with the power and authority of the full Committee.

ARTICLE 7. INDEMNIFICATION

7.1 Indemnification:

The Corporation shall in all cases, to the fullest extent permitted by law, indemnify any person who was or is involved in any manner (including, without limitation, as a party or a witness) in any threatened, pending or completed investigation, claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including, without limitation, any action, suit, or proceeding brought by, or in the right of, the Corporation to procure a judgment in its favor) by reason of the fact that that person is or was a director or officer of the Corporation, against all liabilities and expenses actually and reasonably incurred by the person in connection with such actions, suits or proceedings including but not limited to attorney's fees, judgments, fines and amounts paid in settlement. This Section is subject to the limitations set forth in Section 7.2.

7.2 Limitation on Indemnification

No indemnification shall be provided for any person with respect to any matter as to which that person shall have been finally adjudicated in any action, suit or proceeding not to have acted in good faith in the reasonable belief that that person's action was in the best interest of the corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that that person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order or conviction adverse to such person or by settlement or plea of nolo contendere or its equivalent, shall not of itself create a presumption that such person did not act in good faith in the reasonable belief that his/her action was in the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

7.3 Requirement of Indemnification:

Any provision of Sections 7.1, 7.1, 7.4 to the contrary notwithstanding, to the extent that a director or officer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.1, or in defense of any claim, issue or matter therein, that person shall be indemnified against all expenses and liabilities including attorneys' fees, actually and reasonably incurred by that person in connection therewith. The right to indemnification granted by this Section 7.3 may be enforced by a separate action against the Corporation, if an order for indemnification is not entered by a court in the action, suit or proceeding wherein he was successful on the merits or otherwise.

7.4 Procedure:

Any indemnification under Section 7.1, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because that person has met the applicable standard of conduct set forth in Section 7.1 and Section 7.2. That determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion. Such a determination, once made by the Board of directors may not be revoked by the Board of Directors, and upon the making of such determination by the Board of Directors, the director or officer may enforce the indemnification against the Corporation by a separate action notwithstanding any attempted or actual subsequent action by the Board of Directors.

7.5 Expenses:

Expenses incurred in defending a civil, criminal, administrative investigation, or any such action, suit or proceeding may be authorized and paid by the Corporation in advance of the final disposition of that action, suit or proceeding upon a determination made in accordance with the procedure established in Section 7.4 that, based solely on the facts then known to those making the determination and without further investigation, the person seeking indemnification satisfied the standard of conduct prescribed by

Section 7.1 and 7.2. Those persons making such determination may, in their discretion, require such person to provide the following to the Corporation:

- (a) A written undertaking by or on behalf of the officer or director to repay that amount if that person is finally adjudicated:
 - i. Not to have acted honestly or in the reasonable belief that the person's action was in or not opposed to the best interest of the Corporation;
 - ii. With respect to any criminal action or proceeding, to have had reasonable cause to believe that the person's conduct was unlawful; and
- (b) A written affirmation by the officer or director that the person has met the standard of conduct necessary for indemnification by the Corporation as authorized in this section.

The undertaking required by Paragraph (a) shall be an unlimited general obligation of the person seeking the advance, but need not be secured and may be accepted without reference to financial ability to make the repayment.

7.6 Enforceability:

The indemnification and entitlement to advances of expenses provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of disinterested directors or otherwise, both as to action in that person's official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a director, officer, trustee, partner or fiduciary and shall inure to the benefit of the heirs, executors and administrators of such a person. A right to indemnification may be enforced by a separate action against the Corporation, if an order for indemnification has not been entered by a court in any action, suit or proceeding in respect to which indemnification is sought.

7.7 Insurance:

The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer against any liability asserted against that person and incurred by that person in any such capacity or arising out of that person's status as such, whether or not the Corporation would have the power to indemnify that person against such liability under this Article.

ARTICLE 8. GENERAL PROVISIONS

8.1 Fiscal Year

The fiscal year of the corporation shall begin on July 1 and end on June 30.

8.2 Review and Amendment of Bylaws:

These bylaws may be changed, amended or restated at any meeting of the Board upon affirmative vote of a majority of the Directors entitled to vote; provided, however that notice of the substance of the proposed amendment is sent to all Directors at least three (3) days before the meeting. Prior to each

Annual Meeting of the Directors, the Bylaws Committee or legal counsel shall review these bylaws and suggest any necessary changes thereto to the Board of Directors. No alteration, amendment or repeal of any provision which is substantially similar to any provision contained in the Articles of Incorporation may be made without likewise amending the Articles of Incorporation.

8.3 Corporate Seal:

If it is desired, the Corporation shall have a circular seal containing the name of the Corporation, the year of its incorporation and the word "Delaware". A corporate seal may be adopted at any time by a vote of the Directors at a meeting duly called and held in accordance with these Bylaws. Unless a formal corporate seal is desired, the official corporate seal will be the common wafer seal.

8.4 Location of Compassion Center Facilities

The Corporation shall at all times maintain an enclosed, locked facility where medical marijuana will be grown, cultivated, harvested, packaged, labeled or otherwise prepared for distribution by the compassion center. The facility will be monitored 24 hrs a day by video surveillance and through a licensed security monitoring service. The facility shall not be located within 1,000 feet of the property line of a preexisting public or private school or share office space with nor refer patients to a physician.

8.5 Record Keeping

The Corporation shall at all times follow documented processes and procedures to ensure accurate record keeping and security measures. Required documents and records will be stored at an offsite secure facility for such duration as required by the State of Delaware

****End of Bylaws****



National Criminal Records Report

29 Del. C. Ch. 100 Freedom of Information Act



National Criminal Records Report

29 Del. C. Ch. 100 Freedom of Information Act





National Criminal Records Report

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[J Am Osteopath Assoc.](#) 2005 Jun;105(6):283-91.

Cannabimimetic effects of osteopathic manipulative treatment.

[McPartland JM¹](#), [Giuffrida A](#), [King J](#), [Skinner E](#), [Scotter J](#), [Musty RE](#).Author information

Abstract

Endogenous cannabinoids activate cannabinoid receptors in the brain and elicit mood-altering effects. Parallel effects (eg, anxiolysis, analgesia, sedation) may be elicited by **osteopathic** manipulative treatment (OMT), and previous research has shown that the endorphin system is not responsible for OMT's mood-altering effects. The authors investigate whether OMT generated cannabimimetic effects for 31 healthy subjects in a dual-blind, randomized controlled trial that measured changes in subjects' scores on the 67-item Drug Reaction Scale (DRS). Chemical ionization gas chromatography and mass spectrometry were also used to determine changes in serum levels of anandamide (AEA), 2-arachidonoylglycerol (2-AG), and oleyethanolamide (OEA). In subjects receiving OMT, posttreatment DRS scores increased significantly for the cannabimimetic descriptors good, high, hungry, light-headed, and stoned, with significant score decreases for the descriptors inhibited, sober, and uncomfortable. Mean posttreatment AEA levels (8.01 pmol/mL) increased 168% over pretreatment levels (2.99 pmol/mL), mean OEA levels decreased 27%, and no changes occurred in 2-AG levels in the group receiving OMT. Subjects in the sham manipulative treatment group recorded mixed DRS responses, with both increases and decreases in scores for cannabimimetic and noncannabimimetic descriptors and no changes in sera levels. When changes in serum AEA were correlated with changes in subjects' DRS scores, increased AEA correlated best with an increase for the descriptors cold and rational, and decreased sensations for the descriptors bad, paranoid, and warm. The authors propose that healing modalities popularly associated with changes in the endorphin system, such as OMT, may actually be mediated by the endocannabinoid system.

Comment in

[Nitric oxide and anandamide in OMT research.](#) [J Am Osteopath Assoc. 2006]PMID: 16118355 [PubMed - indexed for MEDLINE] [Free full text](#)[Publication Types, MeSH Terms, Substances](#) [LinkOut - more resources](#)

Section G Exhibit

- G.1 BHCW Dispensary (Kirkwood Pharmacy) distance from schools
- G.2 Kirkwood Pharmacy Landlord statement of support for BHCW Dispensary
- G.3 BHCW Security Features, ADT Security System Install Certificate & Kirkwood Pharmacy Electronic and Visual Security List
- G.4 Grow Facility distance from schools map and list of schools
- G.5 Grow Facility description and proposed security
- G.6 Security Oversight Diagram
- G.7 Plant Count Audit Sheet
- G.8 BioTrack THC Manual Chapter 9: Reports
- G.9 Security Audit Checklist
- G.10 Electronic Data Security Manual



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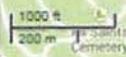
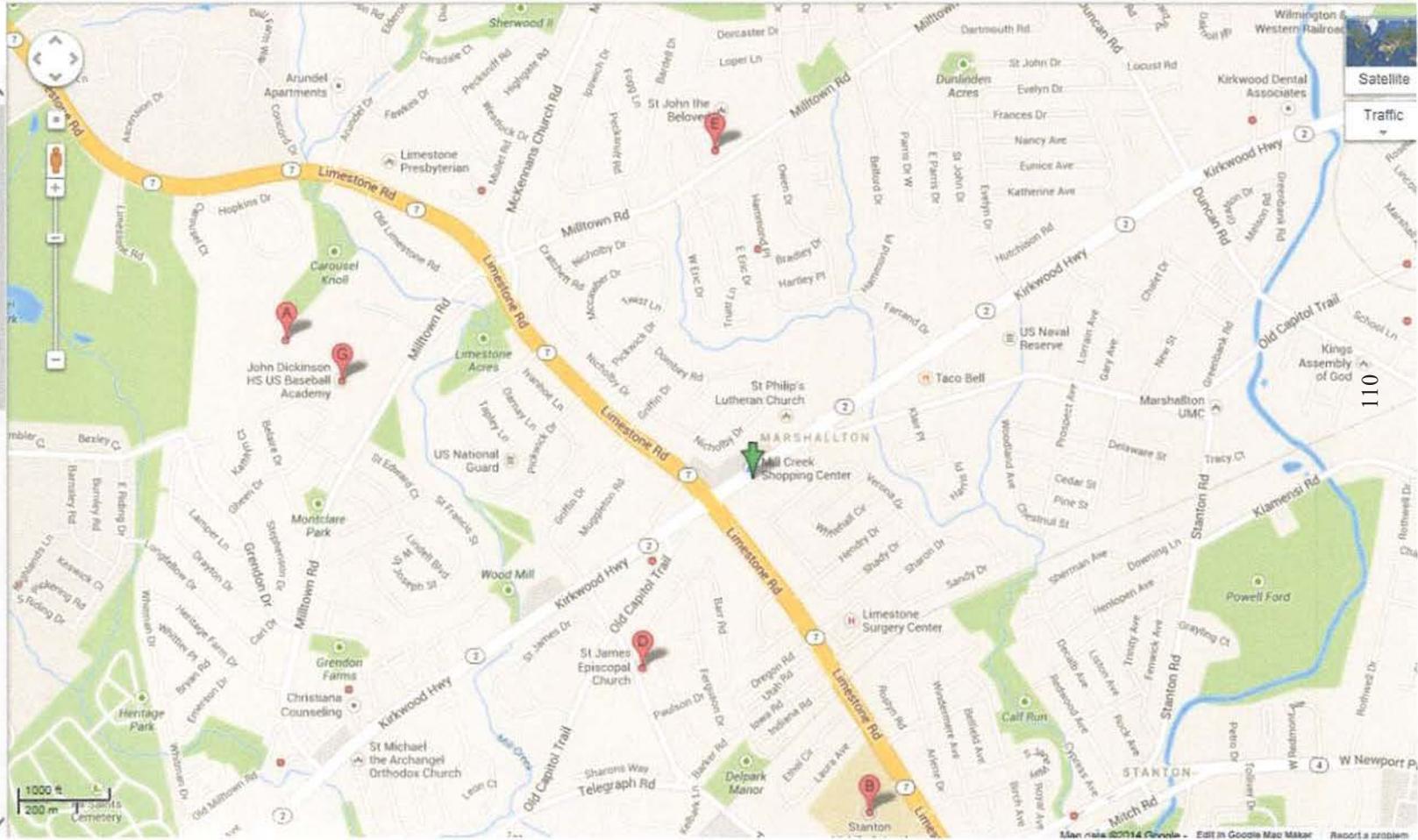
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 - 0.7 mi S
 - (302) 992-5540
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- Brandywine Springs Elementary**
 - 2916 Duncan Rd, Wilmington, DE 1.3 mi N
 - (302) 636-5681 · redclay.k12.de.us
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 - apartments for rent · vocational schools · grades k 8
- Developing Minds Preschool**
 - 2106 St James Church Rd, Wilmington, DE
 - 0.4 mi SW
 - (302) 995-9611
 - 2 reviews



February 20, 2014

Raj Shekar Chirra
Chai Gadde
4524 Kirkwood Highway
Wilmington, DE 19808

RE: Confirmation of Use / No Objection to Use
4524 Kirkwood Highway Wilmington, DE 19808

Dear Raj and Chai,

Pursuant to the lease agreement for the above referenced location, Tenant's permitted use under Section 7(A) is as follows, "Pharmacy including the sale of over the counter drugs and related items."

In accordance with our meeting on February 11, 2014, Landlord agrees the legal distribution of medical marijuana (as permitted by the State of Delaware) at the premises is permitted under this section.

This letter shall serve as confirmation to such permitted use and no objection to the same.

Very truly yours,

29 Del.C. Ch. 100 Freedom of Information Act

Frank J. Wassallo, IV
Vice President

200 AIRPORT ROAD NEW CASTLE, DE 19720/TEL: (302) 328-6251/FAX: (302) 328-6332

Fusco Enterprises, L.P.

Blue Hen Compassion & Wellness Security Features

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