



182 East Aurora Street
Waterbury, Connecticut 06708
203.641.7276

Thomas P. Macre
Executive Director
C-Three LLC
284 Racebrook Rd.
Orange, CT 06477
November 1, 2013

William M. Rubenstein
Commissioner
Department of Consumer Protection
165 Capitol Avenue
Hartford, Connecticut 066106-1630

Dear Mr. Rubenstein:

C-Three LLC is please to submit an application for the operation of a medical cannabis production facility in the State of Connecticut. A signed original and ten original copies of the original RFA are enclosed, along with a check for the \$25,000 application fee.

I testify that all of the information contained within this document is valid and accurate.

It has been my personal passion for over 20 years, to work with the providers in Connecticut to improve the lives of the chronically ill. We appreciate the opportunity to submit this application to the Department of Consumer Protection, and look forward to serving patients in Connecticut.

Sincerely,

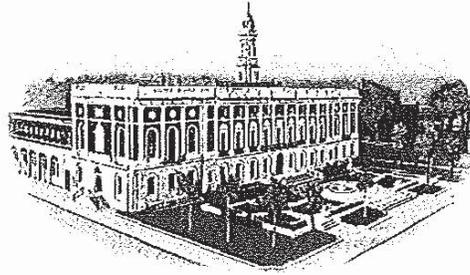


Thomas P. Macre
Executive Director

Enclosure



NEIL M. O'LEARY
MAYOR



JOE McGRATH
ECONOMIC DEVELOPMENT DIRECTOR

OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

November 15, 2013

Commissioner William Rubenstein
Department of Consumer Protection
165 Capitol Avenue
Hartford, CT 06106

Dear Commissioner Rubenstein:

This letter is to provide authorization to your agency that the City of Waterbury Police Department, Fire Department and Office of Economic Development support the application of C-Three Production to your agency and their intent to purchase the property and building located on 182 East Aurora St in Waterbury.

Our city departments have met with the C-Three staff regarding their application to be selected by your agency as a medical marijuana producer and dispensary and have actively participated in thoroughly reviewing their plans for having these facilities located in the City of Waterbury.

Thank you in advance for considering C-Three Production's application submitted to your department. The City of Waterbury is encouraged by the amount of outreach and planning demonstrated by C-Three Production in the past year and hopes their application receives approval.

Very truly yours,

Joseph R. McGrath
Economic Development Director



Relief:

- Chronic pain
- Back & neck pain
- Neuropathic (disease-specific) pain
- Headaches
- Arm & leg pain
- Sciatica
- Postsurgical pain
- Shingles
- Arthritis & joint pain
- Fibromyalgia
- Cancer pain
- Phantom limb pain
- RSD/CRPS
- Osteoporotic vertebral compression fractures
- Pain from quadriplegia & paraplegia

Convenience:

- Convenient locations
- Handicapped-accessible
- Visa, MasterCard & Discover accepted
- Flexible appts. M-F 9 am to 5 pm
- Medicare
- Most insurance accepted & filed

October 31, 2013

William M. Rubenstein, Commissioner
Department of Consumer Protection
165 Capitol Avenue
Hartford, CT 06106

RE: Thomas P. Macre, Applicant
Medical Marijuana Cultivation Center and Dispensary

Dear Commissioner Rubenstein:

We would like to recommend Thomas Macre as an owner and operator of a medical marijuana cultivation center and dispensary in Connecticut.

We have known and worked with Mr. Macre from 2003 to present. As a therapy consultant for Medtronic Neuromodulation division for nine years, and now in his present role as President of MedTech Healthcare Solutions, a distributor of non-invasive medical products for pain management and physical rehabilitation, Mr. Macre has acquired extensive knowledge of chronic pain conditions and the various treatment options available.

We have had the opportunity to observe Mr. Macre during numerous patient encounters and can attest that he is professional, patient, and diligent and that our patient feedback was always very positive.

It is without hesitation that we submit the name of Thomas P. Macre for your consideration.

Very truly yours,

David B. Glassman, MD

Erin M. Migliaro, APRN

*Catherine M Lenehan BA,RN
Elder Care Management
3392 Melvin Pl.
Seaford, N.Y. 11783*

*Commissioner William M Rubenstein
Department of Consumer Protection
165 Capital Ave
Hartford, CT 06106*

Dear Sir,

Please be advised that I have known Thomas P Macre personally and professionally for almost thirty years. In all those years, I have never known him to be anything less than hard working and diligent in his pursuit to serve not only the medical community, but his social community as well.

His record of outstanding commitment in the field of medicine is well noted by many in Healthcare circles. He makes himself available to educate and service clients/patients of all ages. He is a deeply caring individual; a rare find in today's market.

I sincerely hope the Board at hand will consider his petition honorable and note- worthy.

Respectfully Yours



Catherine M Lenehan

Matthew Leyden
Senior Business Development Manger
Northeast and Canada
ThermaSolutions, Inc.
mleyden@thermasolutions.com
401-524-8395

To Whom It May Concern,

I have had the privilege of working with and managing Tom Macre for over 10 years. I first came to know Tom when he was hired to replace me as a Field Representative at Medtronic Neurological. As the Boston District Manager I relied upon Tom to help lead the others within my District. Tom is first and foremost a people person. He works well as an individual but his strength is in building and supporting Teams.

As a new manager I wanted to get the feel of my team and who was performing at their best. It was during this time that I queried the members of my new team to see who was performing at a high level and who was considered the Team Leader. Without question they all mentioned Tom Macre as the unofficial team leader. Tom has always had an easy way about him no matter if he was working with a patient or with a physician in a difficult situation. There is always a calm about him and you have confidence in knowing that he will get the job done. At Medtronic we had direct patient care responsibilities and Tom was a master of putting people at ease and focusing on the issue at hand. There was one particular elderly woman who would only work with Tom because of his patience and ability to make her his only focus.

While Tom was the unofficial team leader he was also the Top Performer on my District Sales Team. Tom has won both District and National Awards and was always at or near the top when it came to national recognition. At one point I combined sales territories setting up PODS where two or more territories would work together as one. This takes communication and a lot of Team Work. My Connecticut Territory with Tom at the head was always a top performer.

As a representative of Medtronic Tom had the capacity to reach out to all levels of the hospital. From the OR nurses to the physicians he worked with right up to and including the Executive Suite, Tom was confident in his abilities. Many of those physician customers from the past are now friends and colleagues of his, having built strong and lasting relationships.

Tom was an asset to my team and we would not have been as successful if he were not such a strong leader and valuable member of my sales team. Without question, I would recommend Tom for a leadership role in helping to work with physicians and patients. He has a proven track record and has been able to constantly deliver on what goals he set out to achieve.

Sincerely
Matthew W. Leyden



Congregation of the Holy Cross

Sisters of St. Dominic 555 Albany Ave. Amityville, New York 11701

October 10, 2013

Commissioner William M Rubenstein
Dept. of Consumer Protection
165 Capital Ave
Hartford, CT 06106

Dear Commissioner Rubenstein,

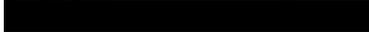
It is with pleasure that I write this letter of recommendation for Thomas P. Macre. I have known the petitioner for twenty five years, personally and professionally. Without much more adieu, the vignette I share with you now, will best attest to his standing in the medical arena.

I was living with my frail elderly father in the year 2000, assisting him with activities of daily living. He suffered with a chronic age related medical ailment, which could cause spontaneous bleeding. One such event occurred on July 4, 2002. Since this was a Holiday weekend, medical accessibility was very limited.

I personally called upon Tom Macre, who at the time, was working for Medtronic Corp. He assuaged my immediate concerns, reassuring me he would do his best to find a doctor to address my father's needs, even though he lived in Connecticut and I lived in New York. Within fifteen minutes, a prominent urologist called the house to say; I was asked to call you even though I do not know Tom Macre personally, but his outstanding reputation working with my colleague as a consultant for Medtronic deserved merit.

Doctor Ashley opened his office for my father on the July fourth weekend, and successfully treated him from that day forward until his death. I will be forever indebted to Tom Macre for his compassionate and caring manner. He is without a doubt an outstanding member of the Medical Community and deserves recognition as such.

Sincerely,


Miriam C Lenehan OP Ed.D
Professor Emeritus
Molloy College
RVC, NY

Confidential

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ROBERT T. KIRKWOOD, INC.
INSURANCE
91 WASHINGTON AVENUE, PLEASANTVILLE, NEW YORK 10570
(914)769-9070 * FAX (914)769-4706

November 14, 2013

State of Connecticut
Department of Consumer Protection
165 Capitol Avenue
Hartford, CT 06106-1630

Re: C-Three, LLC Application

Ladies/Gentlemen:

We are the surety agents for C-Three, LLC in connection with their application for approval as a medical marijuana producer for the State of Connecticut.

This will advise that the applicant's surety is Liberty Mutual Insurance Company, an A.M. Best "A" rated insurer that is Treasury listed. The surety contact information is set forth on the application. In addition, we have attached a copy of Liberty Mutual's letter regarding its willingness to issue the necessary performance bonds on behalf of C-Three, LLC should they be selected as a successful bidder.

Please feel free to contact us with any questions that you may have regarding the surety bonding for C-Three, LLC.

Very truly yours,

ROBERT T. KIRKWOOD, INC.



Robert C. Kirkwood
rckirkwood@kirkwoodinsurance.com

RCK/mc
attachments





**Liberty
Surety First™**
Member of Liberty Mutual Group

5015 Campuswood Drive
Suite 202
East Syracuse, NY 13057

State of Connecticut
Department of Consumer Affairs
165 Capitol Ave.
Hartford, CT 06106-1630

November 15, 2013

Re: C-Three, LLC
Medical Marijuana Producer License
Surety Bonding – Phase I – Construction of Production Facility

Ladies/Gentlemen

This letter is to advise you that C-Three, LLC is a valued surety client of Liberty Mutual Insurance Company. It is our opinion that C-Three, LLC is qualified to perform the above captioned project, which we understand has an estimated value of approximately \$2,000,000.

This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is understood that any arrangement for bid, performance and payment bonds is a matter between C-Three, LLC and the Surety, and the Surety assumes no liability to third parties or to you if for any reason the Surety does not execute said bond.

Liberty Mutual Insurance Group is A rated by A.M. Best with a financial size category of XV and is included in The Department of the Treasury's Listing of Certified Companies.

Very truly yours,

Attorney – in - Fact

Member of Liberty Mutual Group

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **MARY JO BARANOWSKI; RITA LYNN OWENS;**

ROBERT C. KIRKWOOD; RONALD W. KIRKWOOD.....

all of the city of PLEASANTVILLE, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of AUGUST, 2012.



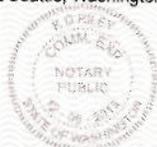
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 6th day of AUGUST, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15 day of November, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Individual Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____
to me known and known to me to be the individual(s) who executed the foregoing instrument, and
acknowledged that ___he___ executed same.

Notary Public
My commission expires _____

Partnership Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____
a member of the co-partnership of _____ to me known and known to me to be the
person who is described in and who executed the foregoing instrument and acknowledges to me that he
executed the same as and for the act and deed of the said co-partnership.

Notary Public
My commission expires _____

Corporate Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____
to me known, who being by me duly
sworn, did depose and say that he resides in _____ that he
is the _____ of the _____,
the corporation described in and which executed the foregoing instrument, and that he signed his name
thereto by order of the Board of Directors of said corporation.

Notary Public
My commission expires _____

Surety Acknowledgement

State of New York
County of Westchester

On this 15 day of November, 2013, before me personally came
ROBERT W KIRKWOOD to me known, who being by me duly
sworn, did depose and say that he resides in TOWN OF MT PLEASANT that he
is the Attorney-in-Fact of the LIBERTY MUTUAL INS CO, the corporation described
in and which executed the foregoing instrument; that he knows the Seal of said corporation; that one of
the Seals affixed to the foregoing instrument is such Seal; that it was so affixed by order of the Board of
Directors of said corporation; and that he signed his name thereto by like order.

[Signature]
Notary Public
My commission expires 6/14/15

ROBERT C. KIRKWOOD
Notary Public, State of New York
No. 02K18020815
Qualified in Westchester County
Commission Expires June 14, 2015



**Liberty
Surety First™**
Member of Liberty Mutual Group

C+THREE

5015 Campuswood Drive
Suite 202
East Syracuse, NY 13057

State of Connecticut
Department of Consumer Affairs
165 Capitol Ave.
Hartford, CT 06106-1630

November 15, 2013

Re: C-Three, LLC
Medical Marijuana Producer License
Surety Bonding – Phase II – Operation of a Production Facility

Ladies/Gentlemen

This letter is to advise you that C-Three, LLC is a valued surety client of Liberty Mutual Insurance Company.

It is our opinion that C-Three, LLC is qualified to perform the above captioned project, which we understand has an estimated value of approximately \$1,500,000.

This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is understood that any arrangement for bid, performance and payment bonds is a matter between C-Three, LLC and the Surety, and the Surety assumes no liability to third parties or to you if for any reason the Surety does not execute said bond.

Liberty Mutual Insurance Group is A rated by A.M. Best with a financial size category of XV and is included in The Department of the Treasury's Listing of Certified Companies.

Very truly yours,

Attorney – in - Fact

Member of Liberty Mutual Group

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **MARY JO BARANOWSKI; RITA LYNN OWENS;**

ROBERT C. KIRKWOOD; RONALD W. KIRKWOOD

all of the city of PLEASANTVILLE, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of AUGUST, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 6th day of AUGUST, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15 day of November, 2013.



By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Individual Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____
to me known and known to me to be the individual(s) who executed the foregoing instrument, and
acknowledged that ___he___ executed same.

Notary Public
My commission expires _____

Partnership Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____
_____ a member of the co-partnership of _____
_____ to me known and known to me to be the
person who is described in and who executed the foregoing instrument and acknowledges to me that he
executed the same as and for the act and deed of the said co-partnership.

Notary Public
My commission expires _____

Corporate Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____
_____ to me known, who being by me duly
sworn, did depose and say that he resides in _____ that he
is the _____ of the _____,
the corporation described in and which executed the foregoing instrument, and that he signed his name
thereto by order of the Board of Directors of said corporation.

Notary Public
My commission expires _____

Surety Acknowledgement

State of New York
County of Westchester

On this 15 day of November, 2013, before me personally came
ROBERT W KIRKWOOD to me known, who being by me duly
sworn, did depose and say that he resides in TOWN OF MT PLEASANT that he
is the Attorney-in-Fact of the LIBERTY MUTUAL INS CO, the corporation described
in and which executed the foregoing instrument; that he knows the Seal of said corporation; that one of
the Seals affixed to the foregoing instrument is such Seal; that it was so affixed by order of the Board of
Directors of said corporation; and that he signed his name thereto by like order.

ROBERT C. KIRKWOOD
Notary Public, State of New York
No. 02K16026615
Qualified in Westchester County
Commission Expires June 14, 2015

[Signature]

Notary Public
My commission expires 6/14/15



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets	Liabilities
Cash and Bank Deposits	Unearned Premiums
\$ 903,711,694	\$4,205,141,671
*Bonds — U.S Government	Reserve for Claims and Claims Expense
1,166,929,471	17,056,420,207
*Other Bonds	Funds Held Under Reinsurance Treaties
11,415,194,219	1,315,062,091
*Stocks	Reserve for Dividends to Policyholders
8,104,853,899	2,455,411
Real Estate	Additional Statutory Reserve
255,967,320	49,768,998
Agents' Balances or Uncollected Premiums	Reserve for Commissions, Taxes and
3,482,069,753	Other Liabilities
Accrued Interest and Rents	<u>3,066,051,537</u>
144,016,763	Total.....
Other Admitted Assets	<u>\$25,694,899,915</u>
<u>14,732,623,458</u>	Special Surplus Funds
Total Admitted Assets	\$604,621,497
<u>\$40,205,366,577</u>	Capital Stock
	10,000,000
	Paid in Surplus
	7,899,471,886
	Unassigned Surplus
	5,996,373,279
	Surplus to Policyholders
	<u>14,510,466,662</u>
	Total Liabilities and Surplus
	<u>\$40,205,366,577</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

TAMIKOLAJEWSKI

Assistant Secretary

October 14, 2013

We write this letter of Reference on behalf of Thomas Macre, I Sanjeev Rao MD and Aniano Hernandez RN Coordinator both work at SouthWest Community Health Center (SWCHC) in Bridgeport, Connecticut, a primary care clinic that serves the patients in the greater Fairfield and Bridgeport areas. Most of the patients of SWCHC are covered by State Medicaid insurance, and some have no healthcare coverage at all.

We know Thomas Macre from MedTech because he, and his team of Therapy consultants, provide pain management therapies and devices to the patients of SWCHC in need. He and MedTech have partnered with us here at SWCHC to provide the chronic pain patients an alternative or adjunct to their current medical management. As a team, we have been attempting to reduce opioid use in the patient population.

Because of Thomas' experience in this market, and his knowledge of pain patients, Thomas and his staff have been able to bring a therapy to the patients that has been working well for them. They educate the patients and support them through the entire process, sometimes even making home visits. They are a true healthcare partner to us.

Due to the practice demographics of SWCHC, some of the patients are either under-insured or uninsured. As the owner of MedTech, Thomas has committed to providing his companies therapy to the patients regardless of insurance coverage, or reimbursement. Those who need the device, get it. No balance billing, or financial burden, falls on the patients. Although this does not sound like a good business decision by Thomas, it is a testament to his commitment to the patient's wellbeing, and a sure sign of his personal empathy for this patient population. Most of the patients would not receive this therapy without Thomas' help.

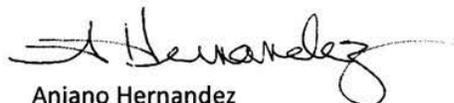
Seeing Thomas with the patients, we know he will serve the Medical Marijuana patient population very well. As he does now, he will work with the providers to ensure the proper patients receive the therapy, and that clinical outcomes are maximized through ongoing communication and information sharing.

Thomas Macre is a professional with high moral standard, and has an intellect that will serve you well. We recommend him to you in your efforts to build a true "medical" marijuana program here in the State of Connecticut.

Feel free to contact us either by phone (203) 332-3526 or email srao@swchc.org, anianohernandez@swchc.org.

Regards,


Sanjeev Rao


Aniano Hernandez

Dr. Robert T. Kroepel Jr., D.M.D.



October 14, 2013

To The Board:

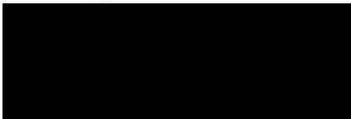
Thomas Macre Sr. and I became friends when my family and I moved to Orange, CT in 1997. At the time, I knew his occupation included high-tech, specialized medical sales, and I became very impressed with his medical intellect. Since then, his focus became chronic pain management, and it was not surprising to me when he formed his own medical supply company, MEDTECH, in 2009, of which I became the medical director.

While raising his family in Orange, Tom was also dedicated to community service, acting as president of both the Orange Little League, and the Paugusett Pool and Tennis Club. Major, long term decisions affecting our town were made during both tenures, all resulting in positive outcomes. He also spent time on the sidelines as a coach in multiple sports for multiple seasons.

Thomas Macre cares about people, and he is passionate about his business plan because it is patient focused. I cannot imagine that there is anyone in Connecticut more knowledgeable about the medical marijuana industry, in regards to not only the patients, but also the prescribing doctors as well. Tom has, in fact, built his career around these relationships.

Please do not hesitate to contact me with any questions.

Sincerely,



Dr. Robert T. Kroepel Jr., D.M.D.

RTK/kwd

A. BUSINESS INFORMATION OF APPLICANT

1. *Complete the Producer License Information Form, attached as Appendix A.*

The completed Producer License Information Forms and Appendices thereto have been attached hereto as **Appendix A.1.**

2. *Provide a brief summary of the applicant's qualifications, experience and industry knowledge relevant to the development and operation of a production facility.*

A brief summary of the applicant's qualifications, experience and industry knowledge relevant to the development and operation of a production facility has been attached hereto as **Appendix A.2.**

3. *Provide a financial statement setting forth the elements and details of all business transactions connected with your application.*

A financial statement setting forth the elements and details of all business transactions connected with the application has been attached hereto as **Appendix A.3.**

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B. LOCATION AND SITE PLAN

1. The location of the proposed production facility.

C-THREE has selected a secure, central, and accessible location within the state. The location of C-THREE's proposed production facility is:

**182B East Aurora Street
Waterbury, Connecticut
06708**

Supporting documentation for Question B.1 is attached hereto as *Appendix B.1* and includes:

- **Location on Map**
- **Survey**
- **Property Assessment Map**
- **Property Assessment Aerial Photograph**

2. Documents sufficient to establish that the applicant is authorized to conduct business in Connecticut and that state and local building, fire and zoning requirements and local ordinances are met for the proposed location of the production facility.

C-THREE has formed and organized its Limited Liability Company in the state of Connecticut under the state's Limited Liability Company statute. C-THREE has executed and filed the documents required to conduct business in Connecticut including: Articles of Organization, CT Tax Registration, and CT Sales and Use Tax Permit.

C-THREE has secured a zoning determination letter that identifies the location of the proposed facility at 182B East Aurora Street Waterbury, Connecticut. The facility is located in an IG (General Industrial) District which permits Manufacturing and Processing. James A. Sequin, a Zoning Enforcement Officer and City Planner for the City of Waterbury, has opined that a medical marijuana production facility fits the manufacturing and processing use for zoning purposes.

In addition, C-THREE's team and architect have conferred with the Waterbury Fire Department to ensure that the building meets all fire codes and regulations. The Department confirmed that the location has adequate water supply, hydrant location, and fire department accesses. A letter from the Waterbury Fire Marshall confirms the building can be made fully compliant with "minimum undertaking" upon securing a producer license. C-THREE will continue to work with the

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municipal planning and zoning board and fire department within the community to ensure compliance with all state and local regulations, codes and ordinances.

Supporting documentation for Question B.2 is attached hereto as *Appendix B.2* and includes:

- **Letter of Support from Mayor of Waterbury (Police, Fire, Economic Development)**
- **Articles of Incorporation**
- **CT Tax Registration**
- **CT Sales and Use Tax Permit**
- **Zoning Determination Letter**
- **Fire Code Compliance Letter**
- **Fire Code Plan**
- **Department of Inspection – Building Code Compliance**

3. *If the property is not owned by the applicant, provide a written statement from the property owner and landlord certifying that they have consented to the applicant operating a production facility on the premises.*

The property and building encompassing the proposed facility are owned by 172 Aurora Street, LLC. C-THREE has executed a purchase option agreement to purchase the property and building from the owner in the event a producer license is secured. The agreement states C-THREE has the exclusive right and option to purchase the property should the company be awarded a producer license.

Supporting documentation for Question B.3 is attached hereto as *Appendix B.3* and includes:

- **Purchase Option Agreement**

4. *Any text or graphic materials that will be shown on the exterior of the proposed production facility.*

For security purposes, the production facility will feature no signs, with the exception of “No Trespassing,” Entrance/Exit signs, and any other demarcations and signs required by law or regulation.

5. *Photographs of the surrounding neighborhood and businesses sufficient to evaluate the proposed production facility’s compatibility with commercial or residential structures already constructed, or under construction, within the immediate neighborhood.*

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C-THREE's proposed production facility is located in the northwest section of Waterbury, conveniently located just off Routes 8 and 84. The neighborhood includes a variety of manufacturing and distribution facilities, as well as a small, well-maintained corporate office park. The appearance and nature of the proposed location appears consistent with the neighborhood and these businesses.

Directly to the east of the proposed facility is the 90,000 SF former Hancock Engineering building, which is currently for sale. Adjacent to the west sits the former Waterbury Rolling Mills plant. The property located at 240 East Aurora Street, was recently purchased by Albert Brothers, a metal recycling plant, whose headquarters is located across the street from the property for expansion purposes.

Other businesses in the immediate neighborhood include:

- American Medical Response;
- Sullivan Cable;
- A wine importer;
- A cigar and cigarette distributor;
- A parts and services for a power equipment company, and
- An electrical wholesaler.

C-THREE will continue to collaborate closely with the City of Waterbury to ensure the facility will blend in with the neighborhood. Mr. Joseph R. McGrath, Economic Development Director in the office of the Mayor of Waterbury, has pledged his written support for C-THREE and its proposed production facility location. The facility is and will be compatible with the existing production and distribution facilities in the area and will help to enhance a city in the process of revitalization.

Supporting documentation for Question B.5 is attached hereto as *Appendix B.5* and includes:

- **Photographs of Surrounding Neighborhood**

6. *A site plan drawn to scale of the proposed production facility showing streets, property lines, buildings, parking areas, and outdoor areas, if applicable, that are within the same block as the production facility.*

Supporting documentation for Question B.6 is attached hereto as *Appendix B.6* and includes:

- **Site Plan**
- **Survey**
- **Aerial Photograph**

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- **Property Assessment Map**

7. *A map that identifies all places used primarily for religious worship, public or private school, convent, charitable institution, whether supported by private or public funds, hospital or veterans' home or any camp or military establishment that are within 1000 feet of the proposed production facility location.*

Community safety and continuity are top priorities. C-THREE aims to provide its services in a respectful manner and as a responsible corporate citizen. C-THREE's proposed location sits in a non-residential zone. The proposed facility's property lines are not within 1000 feet of places of religious worship, schools public or private, convents, charitable institutions, hospital or veterans' home or any camp or military establishment.

Supporting documentation for Question B.7 is attached hereto as *Appendix B.7* and includes:

- **Adjoining Owners within 1,000 Feet List and Map**

8. *A blueprint, or floor plan drawn to scale, of the proposed production facility, which shall, at a minimum, show and identify the following:*

The plans drawn to scale and attached hereto as **Appendix B.8** show and identify the following:

- a. *The location and square footage of the area where marijuana is to be grown; **17,600 square feet** as identified on page 100.*
- b. *The square footage of the areas where marijuana is to be harvested; **2,840 square feet.***
- c. *The square footage of the areas where marijuana is to be packaged and labeled; **1,420 square feet.***
- d. *The square footage of the areas where marijuana is to be produced and manufactured; **28,078 square feet.***
- e. *The square footage of the overall production facility; **39,110 square feet.***
- f. *The square footage and location of areas to be used as storerooms or stockrooms; **2,875 square feet** as identified on page 100.*

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- g. *The location of any approved safes or approved vaults that are to be used to store marijuana;* The location of approved safes or vaults used to store marijuana are identified on page 101.
- h. *The location of the toilet facilities;* The location of the toilet facilities are identified on page 100.
- i. *The location of all break rooms and personal belonging lockers;* The location of all break rooms and personal belonging lockers are identified on page 100.
- j. *The locations of all areas that may contain marijuana or marijuana products that shows walls, partitions, counters and all areas of ingress and egress. Said diagram shall also reflect all production, propagation, vegetation, flowering, harvesting, storage and manufacturing areas;* The locations of all areas that may contain marijuana or marijuana products that shows walls, partitions, counters and all areas of ingress and egress. Said diagram shall also reflect all production, propagation, vegetation, flowering, harvesting, storage and manufacturing areas are identified on pages 100-132.

Supporting documents for B.8.j are attached hereto as ***Appendix B.8*** and include:

- **Security Overlays**
- **Production Plan**
- **Permit Set of Drawings**

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C. Proposed Business Plan

1. *Provide a proposed business plan that shows the applicant's expected production capacity, including any ability of the applicant to expand capacity within the approved production facility.*

C-THREE's **mission** is to provide consistently pure, medical-grade marijuana and consistently dosed medical marijuana infused products (MIP's), designed specifically for patient needs, in strict Compliance with the Connecticut Medical Marijuana Program as codified at Connecticut General Statutes, sections 21a-408 *et sequens*. Our success in fulfilling our vision is measured by dispensary and patient satisfaction, team member excellence and happiness, improvement in the state of the environment, return on capital investment, and community support.

A comprehensive **Business Plan** detailing, among other things, expected production capacity and internal expansion capabilities is hereby submitted by C-THREE. It is attached hereto as **Appendix C1**.

2. *Provide the following information, using bullet points wherever possible:*
 - a. *A detailed description of all marijuana products intended to be offered by the producer during the first year of operation and, for each product, provide a sample of the proposed label and identify the type of packaging to be used;*

C-THREE has developed a comprehensive and responsive **Product Information, Labeling and Packaging Plan**. It is attached hereto as **Appendix C.2.a**.

- b. *A detailed description of the process that the producer will take to ensure that access to the production facility premises will be limited only to employees;*

Led by Board Advisor and Chief Security and Compliance Consultant, Matt Cook, C-THREE has developed a comprehensive and responsive **Security Plan**. It is attached hereto as **Appendix C.2.b**.

- c. *A detailed description of any air treatment or other system that will be installed and used to reduce off-site odors:*

The C-THREE **Odor Plan** designed to eliminate or reduce off-site odors is attached hereto as **Appendix C.2.c**.

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- d. *A detailed description of the training and continuing education opportunities that will be provided to production facility employees; and*

A detailed description of the training and continuing education opportunities that will be provided to the production facility employees is included in the C-THREE **Staff Handbook**, which is attached hereto as ***Appendix C.2.d.***

- e. *A detailed description of any processes or controls that will be implemented to prevent the diversion, theft or loss of marijuana.*

A detailed description of processes or controls that will be implemented to prevent the diversion, theft or loss of marijuana is included in C-THREE's **Security Plan**, which is attached hereto as ***Appendix C.2.b.***

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D. PROPOSED MARKETING PLAN

- 1. Provide a copy of the applicant's proposed marketing plan and include any web templates and educational materials such as brochures, posters, or promotional items.*

C-THREE has developed a comprehensive and responsive Marketing Plan. It is attached hereto as ***Appendix D.***

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E. FINANCIAL STATEMENTS AND ORGANIZATIONAL STRUCTURE

Please provide the following information or copies of the following documents:

1. *Documents such as the articles of incorporation, articles of association, charter, by-laws, partnership agreement, agreements between any two or more members of the applicant that relate in any manner to the assets, property or profit of the applicant or any other comparable documents that set forth the legal structure of the applicant or relate to the organization, management or control of the applicant;*

Supporting documentation for Question E.1 is attached hereto as **Appendix E.1** and includes:

- **C-THREE, LLC Operating Agreement**
- **Articles of Organization**
- **V80 Investments, LLC Corporate Documents**
 - **Articles of Organization**
 - **Bank of America Bank Statement (\$500,000.00 cash)**
 - **Credit Facility Term Sheet (\$2,000,000.00 available funds)**
 - **Letter of Confirmation**
 - **Letter of Confirmation**

2. *A current organizational chart that includes position descriptions and the names and resumes of persons holding each position to the extent such positions have been filled. To the extent such information is not revealed by their resume, include additional pages with each resume setting out the employee's particular skills, education, experience or significant accomplishments that are relevant to owning or operating a production facility;*

Supporting documentation for Question E.2 is attached hereto as **Appendix E.2** and includes:

- **Staffing Plan**
- **Resumes**

3. *A copy of all compensation agreements with producer backers, directors, owners, officers, other high-level employees or any other persons required to complete Appendices B, C or D. For purposes of this RFA, a compensation agreement includes any agreement that provides, or will provide, a benefit to the recipient whether in the form of salary, wages, commissions, fees, stock options, interest, bonuses or otherwise;*

Supporting documentation for Question E.3 is attached hereto as **Appendix E.3** and includes:

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- **Cultivation License Procurement Services Agreement (Phyto Management)**
- **Consulting and Management Services Agreement (Werc Labs)**

4. *Describe the nature, type, terms, covenants and priorities of all outstanding bonds, loans, mortgages, trust deeds, pledges, lines of credit, notes, debentures or other forms of indebtedness issued or executed, or to be issued or executed, in connection with the opening or operating of the proposed production facility;*

As detailed in the audited financial statements, C-THREE has current liabilities (accounts payable) in the amount of \$33,145. Of that amount, \$25,000 is payable to Warnish, LLC d/b/a Phyto Management for support services in preparing C-THREE's producer application. The remaining amount is also payable to various third party consultants that provided support services in preparing the producer application: OBYMA Chow LLC - \$3,500; FTG LLC - \$1,950; Sullivan and LeShane LLC - \$2,695 (total \$33,145).

Each of the above payments became due and payable upon the submission of the producer application. Each payment is being processed through C-THREE's internal accounting.

Supporting documentation for Question E.4 is attached hereto as **Appendix E.4** and includes:

- **Cultivation License Procurement Services Agreement (Phyto Management)**
- **Audited Financial Statements**

5. *Provide audited financial statements for the previous fiscal year, which shall include, but not be limited to, an income statement, balance sheet, statement of retained earnings or owners' equity, statement of cash flows, and all notes to such statements and related financial schedules, prepared in accordance with generally accounting principles, along with the accompanying independent auditor's report. If the applicant was formed within the year preceding this application, provide certified financial statements for the period of time the applicant has been in existence and any pro forma financials used for business planning purposes; and*

Supporting documentation for Question E.5 is attached hereto as **Appendix E.5** and includes:

- **Audited Financial Statement**
- **Pro Forma Statement**

- **Applicant Tax Returns**

7. *Provide complete copies of the most recently filed federal, state and foreign (with translation) tax returns filed by each: (i) producer backer; and (ii) each backer member identified in Section B of Appendix B.*

Supporting documentation for Question E.7 is attached hereto as **Appendix E.7** and includes:

- **Backer Tax Returns**

F. AGRICULTURAL AND PRODUCTION EXPERIENCE

Describe the experience of the applicant in agriculture and other production techniques required to produce pharmaceutical grade marijuana or to manufacture marijuana products. For purposes of this response, you may include the experience of any person employed by the applicant, including the person's name and position with the applicant.

A detailed response describing the experience of the applicant in agriculture and other production techniques required to produce pharmaceutical grade marijuana and to manufacture marijuana products is attached hereto as **Appendix F**.

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G. Product and Site Safety

1. *A detailed description of how the applicant's growing protocol will produce a plant free of mold, disease, heavy metals and other contaminants.*

C-THREE has developed a comprehensive Cultivation Plan which is attached hereto as ***Appendix G.1***

2. *An explanation of how the applicant will limit employee exposure to potentially unsafe chemicals or other unsafe conditions*

Supporting documentation for Question G.2 is attached hereto as ***Appendix G.2*** and includes:

- **Workplace Safety Plan**
- **Emergency Plan**

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H. MARIJUANA TRANSPORT

1. *Provide a detail description of the proposed method of transportation of marijuana and marijuana products.*

A detail description of the proposed method of transportation of marijuana and marijuana products has been attached hereto as ***Appendix H.***

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I. BONUS POINTS

1. **Employee Working Environment Plan:** Describe any plans you have to provide a safe, healthy and economically beneficial working environment for your employees, including, but not limited to, your plans regarding workplace safety and environmental standards, codes of conduct, healthcare benefits, educational benefits, retirement benefits, and wage standards.

C-THREE has developed a Employee Environmental Plan which is attached hereto as *Appendix I.1*

2. **Compassionate Need Plan:** Describe any compassionate need program you intend to offer. Include in your response:

- The protocols for determining which patients will qualify for the program;
- The discounts available to patients eligible for the compassionate need program;
- The names of any other organizations, if any, with which you intend to partner or coordinate in connection with the compassionate need program, including any dispensary facility applicant; and
- Any other information you think may be helpful to the Department in evaluating your compassionate need program.

C-THREE has developed a Compassionate Need Plan which is attached hereto as *Appendix I.2*

3. **Research Plan:** Provide the Department with a detailed proposal to conduct, or facilitate, a scientific study or studies related to the medicinal use of marijuana. To the extent it has been determined, include in your proposal, a detailed description of:

- The methodology of the study;
- The issue(s) you intend to study;
- The method you will use to identify and select study participants;
- The identify of all persons or organizations you intend to work with in connection with the study, including the role of each;
- The duration of the study; and
- The intended use of the study results.

C-THREE shall support a Research Plan, to be implemented by the Connecticut Pharmacists Association and the Canadian Consortium for the Investigation of Cannabinoids. It is attached hereto as *Appendix I.3*

4. **Community Benefits Plan:** Provide the Department with a detailed description of any plans you have to give back to the community either at a state or local level if awarded a producer license.

C-THREE has developed a Community Benefits Plan. It is attached hereto as *Appendix I.4*

5. **Substance Abuse Prevention Plan:** Provide a detailed description of any plans you will undertake, if awarded a producer license, to combat substance abuse in Connecticut, including the extent to which you will partner, or otherwise work, with existing substance abuse programs.

C-THREE has developed a Substance Abuse Prevention Plan. It is attached hereto as *Appendix I.5*

6. **Environmental Plan:** Describe any efforts you will take to reduce the ecological footprint of your production facility and other business operations such as plans to use renewable energy sources.

C-THREE has developed an Environmental Plan, which is attached hereto as *Appendix I.6*

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Freedom of Information Act (FOIA) Exempt Sections

The C-THREE producer application contains sensitive and proprietary information and data pertaining to the operation of a fully integrated medical cannabis facility. The information contained in the sections identified below meets the definition of trade secrets and comprises commercial information given in confidence for purposes of FOIA, and thus should remain exempt from any future FOIA requests. See 14 Con. Gen. Stat § 1-210(b)(5)(A)&(B). The sections identified below contain plans, processes, methods, techniques, formulations, designs, and financials that are the combined work-product of highly specialized professionals competing in a space with a limited amount of opportunities to realize a return on their investments of time, knowledge, and skill. Additionally, the sections listed below derive independent economic value from not being generally known to others who could obtain economic value from their disclosure or use. For example, if disclosed, a competing enterprise could repurpose the information to apply for medical marijuana licenses in Connecticut in the future, or in other medical marijuana jurisdictions, without having to incur the cost of generating original sources of information. Such misuse would likewise impair C-THREE’s efforts to obtain the same licenses, if it were to pursue those licenses. Additionally, the sections identified below are the subject of reasonable efforts to maintain secrecy including non-disclosure agreements between all relevant parties.

FOIA EXEMPT SECTIONS:

Application Section	Description of Contents	Exemption
Section A	Business Information of Applicant. Commercial information and personal information. Response to request for proposal or bid solicitation.	14 Con. Gen. Stat § 1-210(b)(24) [response to RFP or bid solicitation, until such time as the contract has been awarded].
Section C	Business Plan - Proprietary plans and projections concerning all aspects of C-THREE enterprise, including security plan, the disclosure of which could create vulnerabilities and public safety issues.	14 Con. Gen. Stat § 1-210(b)(5)(A)&(B) [trade secrets; commercial information];(b)(19) [security risk].
Section D	Marketing Plan; confidential and proprietary plans for organizational and product development.	14 Con. Gen. Stat § 1-210(b)(5)(A)&(B) [trade secrets; commercial information].
Subsections E6 & E7	Tax Returns and financial records.	14 Con. Gen. Stat § 1-210(b)(10) [tax returns; records]; (b)(8) [Statements of

		personal worth or personal financial data required by a licensing agency and filed by an applicant with such licensing agency to establish the applicant's personal qualification for the license, certificate or permit applied for].
Section G	Product and Site Safety Plan – Includes proprietary methods of cultivation and quality control	14 Con. Gen. Stat § 1-210(b)(5)(A)&(B) [trade secrets; commercial information].
Section H	Transport Plan, the disclosure of which could create vulnerabilities and public safety issues.	14 Con. Gen. Stat § 1-210(b)(5)(A)&(B) [trade secrets; commercial information];(b)(19) [security risk].

Business Information of Applicant

Appendix A.

Producer License Information Forms

Appendix A.1



C-THREE Medical Marijuana Program

165 Capitol Avenue, Room 145, Hartford, CT 06106-1630 • (860) 713-6066

E-mail: dcp.mmp@ct.gov • Website: www.ct.gov/dcp/mmp



Appendix A Producer License Information Form

Section A: Business Information

1. Applicant business type:

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sole Proprietorship	Corporation	Limited Liability Co.	Partnership	Limited Liability Partnership	Unincorporated Association	Other: _____

2. Legal Name of Applicant:

C-Three LLC

3. Trade Name of Applicant:

C-Three

4. Applicant's Business Address:

284 Racebrook Rd., #217

5. City:

Orange

6. State:

CT

7. Zip Code:

06477

8. Daytime Telephone Number:

(203) 298-0677

9. E-mail Address:

info@medtechhealthcare.com

10. Applicant's Mailing Address (if different than business address):

N/A

11. City:

12. State:

13. Zip Code:

14. Daytime Telephone Number:

15. Fax Number:

Section B: Contact Information

All communications from the department regarding this application will be sent to your primary contact and alternate contact, if one is designated. We will assume that you receive all communications sent to your designated contact(s) and it will be your responsibility to notify us if any of your contact information changes.

16. Name of Primary Contact:

Thomas Macre, Sr.

17. Primary Contact Title:

Executive Director

18. Primary Contact E-mail Address:

info@medtechhealthcare.com

19. Primary Contact Telephone Number:

(203) 298-0677

20. OPTIONAL - Name of Alternate Contact:

Kaitlin King

21. Alternate Contact Title:

Administrative Assistant

22. Alternate Contact E-mail Address:

kaitlinmacre@gmail.com/info@c-threeproduction.com

23. Alternate Contact Telephone Number:

(203) 430-6166

Section C: Formation/Incorporation Information

24. Date of Formation/Incorporation:

June 13, 2013

25. Place of Formation/Incorporation:

Connecticut

26. Registered with the Connecticut Secretary of State:

Yes No

27. Sale and Use Tax Permit Number:

60052644-001

Provide a copy of your Sale and Use Tax permit with your application.



THREE Medical Marijuana Program

165 Capitol Avenue, Room 145, Hartford, CT 06106-1630 • (860) 713-6066

E-mail: dcp.mmp@ct.gov • Website: www.ct.gov/dcp/mmp



Section D: Proposed Production Facility Information

28. Proposed Production Facility Address: 182B East Aurora Street			29. City: Waterbury
30. State: CT	31. Zip Code: 06708	32. Telephone Number: (203) 298-0677	33. Fax Number: (203) 799-3871
34. Own or Lease Property: <input checked="" type="checkbox"/> Own <input type="checkbox"/> Lease Provide a copy of the lease, deed or other documents evidencing the right to occupy if you are awarded a license.		35. Name of Property Owner: 172 East Aurora Street LLC (Option to Purchase Agreement Attached)	

Section E: Business Association Information

36. Are you associated with any dispensary facility license applicant or other producer license applicant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the name of all applicants with whom you are associated. Attach additional pages if necessary.	
37. Applicant Name: C-3 LLC	38. Applicant Type: <input checked="" type="checkbox"/> Dispensary Facility <input type="checkbox"/> Producer
39. Applicant Name:	40. Applicant Type: <input type="checkbox"/> Dispensary Facility <input type="checkbox"/> Producer

Section F: Escrow Account, Letter of Credit or Surety Bond

41. Establishment of an escrow account, letter of credit or surety bond shall be required prior to issuance of a producer license. Provide the following information and submit documentation evidencing an ability to establish and maintain an escrow account, letter of credit or surety bond in the amount of two million dollars (\$2,000,000.00), if you are awarded a producer license. Review the Terms and Conditions of this RFA to ensure that the terms of your escrow account, letter of credit or surety bond will be acceptable.		
<input type="checkbox"/> Escrow Account	<input type="checkbox"/> Letter of Credit	<input checked="" type="checkbox"/> Surety Bond
42. Financial Institution/Surety Company Name: Liberty SuretyFirst		
43. Address: PO Box 5550		
44. City: Syracuse	45. State: NY	46. Zip Code: 13220
47. Telephone Number: (315) 432-1447	48. Fax Number: (866) 548-7564	49. E-mail Address: teresa.steele@libertymutual.com

Section G: Laboratory (This is only required if you have already selected a laboratory)

50. Laboratory Name: N/A	51. Laboratory License No.	
52. Address:		
53. City:	54. State: CT	55. Zip Code:
56. Telephone Number:	57. Fax Number:	58. E-mail Address:



Medical Marijuana Program

165 Capitol Avenue, Room 145, Hartford, CT 06106-1630 • (860) 713-6066

E-mail: dcp.mmp@ct.gov • Website: www.ct.gov/dcp/mmp



Section H: Proposed Production Facility Business Hours

59. State the proposed production facility's business hours for each day:

Monday	7AM	to	5PM	Friday	7AM	to	5PM
Tuesday	7AM	to	5PM	Saturday	7AM	to	5PM
Wednesday	7AM	to	5PM	Sunday	CLOSED	to	
Thursday	7AM	to	5PM				

Section I: Other Business Names & Addresses

List all names under which the applicant has done business or has held itself out to the public as doing business. Do not limit your response to business operations in Connecticut. Attach additional pages if necessary.

60. Name:	61. Time Period:
MedTech Healthcare Solutions LLC	10/2010-Present

List all addresses, other than those listed in response to Section A, that the applicant owns, has owned or from which it has conducted business during the previous five years and give the approximate time periods during which such locations were owned or utilized. Attach additional pages if necessary.

62. Address:	63. Time Period:
284 Racebrook Rd., #217, Orange, CT 06477	10/2010-Present

Section J: Producer Backers

Provide the following information for each producer backer. A producer backer is any person (including any legal entity) with a direct or indirect financial interest in the applicant, except it shall not include a person with an investment interest provided the interest held by such person and such person's co-workers, employees, spouse, parent or child, in the aggregate, does not exceed five per cent of the total ownership or interest rights in the applicant and such person will not participate directly or indirectly in the control, management or operation of the production facility if a license is granted.

Create additional copies of this page if necessary.

Each backer identified in response to this section must complete and sign Appendix B.

64. Name: Thomas P. Macre, Sr.	65. Percentage of ownership ■
V80 LLC	■



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Section K: Directors, Owners, Officers and Other High-Level Employees

Provide the following information for each individual, including each producer backer, who will:

- directly or indirectly have control over, or participate in the management or operation of, the production facility; or
- who currently receives, or who reasonably can be expected to receive, within one calendar year, compensation from the applicant exceeding \$100,000.

Create additional copies of this page if necessary.

Each person identified in response to this section must complete and sign Appendix C.

66. Name (First, Middle, Last):	67. Title:	68. Role:
Thomas P. Macre, Sr.	Executive Director	Head of Organization
Andras Kirschner	Cultivation Op. Management	Manager of Cultivation
Peter Merritt	Producer Backer & Director	Funding/Various
Dave Tortorello	Producer Backer & Director	Funding/Various
Jeffrey C. Raber	Lab. and Product Manager	Lab and Product Dev.

Section L: Financial Statement

Set forth all expenses greater than \$10,000 incurred in connection with the establishment of your business and the sources of the funds for each. Attach additional pages if necessary. The Department may require backup documentation.

69. Expense Item:	70. Cost: \$	71. Source of Funds:
Consulting	\$ 67,820.00	Member Contributions
Lobbyist	\$ 32,917.00	Member Contributions
Accounts Payable	\$ 33,145.00	Member Contributions
Option for Building Purchase	\$ 25,000.00	Member Contributions
	\$	
	\$	
	\$	



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Section M: Security System

Identify the companies that will provide security services for the production facility if a license is awarded. A primary and a backup security company are required. If more than two companies will provide security services, complete this section for each such additional company.

72. Primary Security Company Name: **ABC Simple Security LLC**

73. Primary Security Company Address (including Apartment or Suite #):
3479 S. Grape Street

74. City:
Denver

75. State: **CO** 76. Zip Code: **80222** 77. Telephone Number: **(303) 949-1066** 78. Fax Number:

79. E-mail Address:
myvdesign@gmail.com

80. Backup Security Company Name:
Tyco Integrated Security

81. Backup Security Company Address (including Apartment or Suite #):
10 Research Parkway

82. City:
Wallingford

83. State: **CT** 84. Zip Code: **06492** 85. Telephone Number: **(203) 741-4158** 86. Fax Number:

87. E-mail Address:
wtclark@tyco.com

88. Attach a detailed description of the security plan to be offered by the security companies. Be sure to include a discussion of each of the required elements set forth in Section 21a-408-62 of the Regulations of Connecticut State Agencies.
Please see C.I.E. attached.

Section N: Legal Proceedings

89. Has the applicant ever had any petition filed by or against it, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period? Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

90. Has the applicant ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action? Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.

91. Is the applicant a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim? Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

92. Has the applicant ever had any fines or other penalties over \$10,000 assessed by any regulatory agency? Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.



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Section O: Criminal Actions

93. Has the applicant ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or are any such charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section P: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating the applicant's suitability to participate in the medical marijuana program. As the duly authorized representative of the applicant, I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

94. Signature:	95. Date Signed: 11/13/13
----------------	---------------------------

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes. As the duly authorized representative of the applicant, I hereby make the above certifications on behalf of the applicant.

96. Signature:	97. Date Signed: 11/13/13
----------------	---------------------------



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Appendix C Directors, Owners, Officers or Other High-Level Employees Background Information Form

To be completed by all persons identified in your response to Appendix A, section K.

Section A: Personal Information			
1. Name (First, Middle, Last): Thomas P. Macre			
2. Street Address (including Apartment or Suite #): [REDACTED]			
3. City: [REDACTED]		4. State: [REDACTED]	5. Zip Code: [REDACTED]
6. Title: Executive Director		7. Telephone Number: [REDACTED]	8. E-mail Address: info@medtechhealthcare.com
9. Date of Birth: [REDACTED]	10. Social Security Number: [REDACTED]		11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information		
12. Current or Most Recent Employer: MedTech Healthcare Solutions LLC		13. Date of Employment: Start Date: 02/01/2009 End Date: :
14. Employer Address (including Apartment or Suite #): 284 Racebrook Rd., #217		
15. City: Orange		16. State: CT
17. Zip Code: 06477		
18. Daytime Telephone Number: (203) 298-0677	19. Fax Number: (203) 799-3871	20. E-mail Address: info@medtechhealthcare.com

Section C: Marijuana or Agriculture Business Experience
21. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana or agriculture business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
22. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
23. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each marijuana or agriculture business with which you have been associated: <ul style="list-style-type: none"> • The business name; • Products or services offered; • The business location; • All titles and responsibilities held by you at the business, including the time frame for each; • The dates of your association with the business; • Whether you currently have a role at the business and, if not, when your involvement terminated and why; and • Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.



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Section D: Other Relevant Business Experience

24. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

Yes No

25. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits and registrations ever held, current or expired by you. Attach additional pages if necessary.

26. State	27. Issue Date (MM/DD/YYYY)	28. Expiration Date (MM/DD/YYYY)	29. Description
CT	Exp		
30. State	31. Issue Date (MM/DD/YYYY)	32. Expiration Date (MM/DD/YYYY)	33. Description
CT	Exp		

Section F: Legal Proceedings

34. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

35. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.



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A.1

36. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

37. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section G: Criminal Actions

38. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section H: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

39. Signature:



[Redacted Signature]

40. Date Signed:

11/08/2013

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

41. Signature:



[Redacted Signature]

42. Date Signed:

11/08/2013

State of Connecticut Department of Consumer Protection
Medical Marijuana Program
Producer Application
Thomas P. Macre, Sr.

Appendix C
Directors, Owners, Officers or Other High-Level Employees
Background Information Form

Section D: Other Relevant Business Experience

25. If you answered “yes” to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

The business name;

- MedTech, LLC.

Products or services offered;

- Durable Medical Equipment (Electrotherapy devices, cervical traction devices and spinal orthotics)
- Surgical Devices (Interstitial Microwave probes for tissue thermoablation)

The business location;

- 284 Racebrook Rd. # 217 Orange, CT 06477

All titles and responsibilities held by you at the business, including the time frame for each;

Owner/Executive Director, October 2010-Current

Responsibilities:

- High-level decision making on behalf of the company, as it relates to the organization’s business, policies, and strategic direction
- Advisor to the Board of Directors
- Presides over the organization’s day to day operations, including but not limited to:
 - Patient focused provider of non-invasive medical devices and therapies utilized in the Pain management and Physical Rehabilitation markets

- Engaged in direct patient interaction to provide training and education on therapies
- In network partnerships with Medicare, Medicaid, and private insurance payers that focus on safe, efficacious, and cost effective delivery of therapies
- Sponsorship of Physician education programs aimed at:
 - Establishing proper patient selection criteria
 - Setting treatment protocols
 - Supporting intra-therapy dose titration and adjustment
 - Identifying safety, efficacy, and risk profiles
 - Facilitating therapy outcome assessment, and information sharing
- Sponsorship of Patient education programs aimed at:
 - Therapy awareness and training
 - Appropriate use discussion
 - Participating Physician community recognition

The dates of your association with the business;

- October 1, 2010 – Present

Whether you currently have a role at the business and, if not, when your involvement terminated and why;

- Yes

Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and

- No

How this experience is relevant to the department’s evaluation of the RFA response of the applicant with whom you are associated.

As owner and executive director of MedTech Healthcare Solutions, Thomas Macre has taken on the roles of directing, leading, and managing. As director he engages on a daily basis in high level decision making on behalf of the company, as it relates to the organization’s business, policies, and strategic direction. As leader, Mr. Macre advises the Board of Directors and motivates and educates his employees. Further, as manager, he presides over the day to day operations of the organization. He will carry out similar functions as the owner and executive director of C-Three.

Through his past business experience and experience with MedTech, Thomas has developed strong relationships with both patients and health care professionals. His practical knowledge in the field of non-invasive pain management and rehabilitation services have given him tremendous insight into the patients experience with debilitating chronic and acute health conditions. It is this insight that has led Mr. Macre to apply for a production license. He believes in producing quality, pharmaceutical grade medical marijuana that can be dispensed as a pharmaceutical drug. Thomas Macre has invaluable experience with and compassion for patients that qualify for the medical marijuana program. This

experience and compassion has and will be integrated into the structure, philosophy and operation of the C-Three.



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Appendix C

Directors, Owners, Officers or Other High-Level Employees Background Information Form

To be completed by all persons identified in your response to Appendix A, section K.

Section A: Personal Information			
1. Name (First, Middle, Last): <i>PETER G. MERRITT</i>			
2. Street Address (including Apartment or Suite #): [REDACTED]			
3. City: [REDACTED]	4. State: [REDACTED]	5. Zip Code: [REDACTED]	
6. Title: [REDACTED]	7. Telephone Number: [REDACTED]	8. E-mail Address: [REDACTED]	
9. Date of Birth: [REDACTED]	11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female		

Section B: Employment Information			
12. Current or Most Recent Employer: <i>MERRITT CAPITAL AND CONSULTING</i>		13. Date of Employment: Start Date: <i>11/2007</i> End Date: <i>CURRENT</i>	
14. Employer Address (including Apartment or Suite #): <i>5 PHEASANT DR</i>			
15. City: <i>HAMONK</i>	16. State: <i>NY</i>	17. Zip Code: <i>10504</i>	
18. Daytime Telephone Number: <i>914462.0985</i>	19. Fax Number:	20. E-mail Address: <i>peter.merritt@gmail.com</i>	

Section C: Marijuana or Agriculture Business Experience
21. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana or agriculture business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
22. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
23. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each marijuana or agriculture business with which you have been associated: <ul style="list-style-type: none"> • The business name; • Products or services offered; • The business location; • All titles and responsibilities held by you at the business, including the time frame for each; • The dates of your association with the business; • Whether you currently have a role at the business and, if not, when your involvement terminated and why; and • Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.



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Section D: Other Relevant Business Experience

24. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

Yes No *(ATTACH BACKGROUND summary doc)*

25. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits and registrations ever held, current or expired by you. Attach additional pages if necessary.

26. State	27. Issue Date (month/year): Expiration Date (month/year):	28. Type:	29. Number:
30. State	31. Issue Date (month/year): Expiration Date (month/year):	32. Type:	33. Number:

Section F: Legal Proceedings

34. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No
If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

35. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No
If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.



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36. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

37. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section G: Criminal Actions

38. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section H: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

39. Signature



[Redacted Signature]

40. Date Signed:

11/12/2013

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

41. Signature



[Redacted Signature]

42. Date Signed:

11/12/2013



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A.1

Appendix C Directors, Owners, Officers or Other High-Level Employees Background Information Form

To be completed by all persons identified in your response to Appendix A, section K.

Section A: Personal Information

1. Name (First, Middle, Last): DAVID R TORTORELLO			
2. Street Address (including Apartment or Suite #): [REDACTED]			
3. City: [REDACTED]	4. State: [REDACTED]	5. Zip Code: [REDACTED]	
6. Title: [REDACTED]	7. Telephone Number: [REDACTED]	8. E-mail Address: [REDACTED]	
9. Date of Birth: [REDACTED]	10. Social Security Number: [REDACTED]	11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	

Section B: Employment Information

12. Current or Most Recent Employer: NAVIGANT CONSULTING, LLC		13. Date of Employment: Start Date: 4/85 End Date: CURRENT	
14. Employer Address (including Apartment or Suite #): 140 SAERMAN ST			
15. City: FAIRFIELD	16. State: CT	17. Zip Code: 06605	
18. Daytime Telephone Number: 203-319-6907	19. Fax Number:	20. E-mail Address: DTORTORELLO@NAVIGANT.COM	

Section C: Marijuana or Agriculture Business Experience

21. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana or agriculture business?
 Yes No

22. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country?
 Yes No

23. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each marijuana or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.



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Section D: Other Relevant Business Experience

24. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

Yes No

25. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits and registrations ever held, current or expired by you. Attach additional pages if necessary.

26. State	27. Issue Date (month/year): Expiration Date (month/year):	28. Type:	29. Number:
30. State	31. Issue Date (month/year): Expiration Date (month/year):	32. Type:	33. Number:

Section F: Legal Proceedings

34. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

35. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.



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36. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is "yes", attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant's operations.

37. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is "yes", attach a statement providing the details of such fines or penalties.

Section G: Criminal Actions

38. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is "yes", attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section H: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

39. Sig



[Redacted Signature]

40. Date Signed:

11/12/2013

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

41. Sig



[Redacted Signature]

42. Date Signed:

11/12/2013



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Appendix C

Directors, Owners, Officers or Other High-Level Employees Background Information Form

To be completed by all persons identified in your response to Appendix A, section K.

Section A: Personal Information			
1. Name (First, Middle, Last): Jeffrey Charles Raber			
2. Street Address (including Apartment or Suite #): [REDACTED]			
3. City: [REDACTED]	4. State: [REDACTED]	5. Zip Code: [REDACTED]	
6. Title: [REDACTED]	7. Telephone Number: [REDACTED]	8. E-mail Address: [REDACTED]	
9. Date of Birth: [REDACTED]	10. Social Security Number: [REDACTED]	11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	

Section B: Employment Information		
12. Current or Most Recent Employer: The Werc Shop		13. Date of Employment: Start Date: 04/01/2010 End Date: :
14. Employer Address (including Apartment or Suite #): 2585 Nina Street		
15. City: Pasadena	16. State: CA	17. Zip Code: 91107
18. Daytime Telephone Number: (562) 417-4235	19. Fax Number:	20. E-mail Address: jeff@thewercshop.com

Section C: Marijuana or Agriculture Business Experience
21. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana or agriculture business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
22. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each marijuana or agriculture business with which you have been associated: <ul style="list-style-type: none"> • The business name; • Products or services offered; • The business location; • All titles and responsibilities held by you at the business, including the time frame for each; • The dates of your association with the business; • Whether you currently have a role at the business and, if not, when your involvement terminated and why; and • Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.



Medical Marijuana Program

165 Capitol Avenue, Room 145, Hartford, CT 06106-1630 • (860) 713-6066

E-mail: dcp.mmp@ct.gov • Website: www.ct.gov/dcp/mmp



Section D: Other Relevant Business Experience

24. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department’s evaluation of the applicant with whom you are associated?

Yes No

25. If you answered “yes” to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department’s evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits and registrations ever held, current or expired by you. Attach additional pages if necessary.

26. State	27. Issue Date (month/year): Expiration Date (month/year):	28. Type:	29. Number:
30. State	31. Issue Date (month/year): Expiration Date (month/year):	32. Type:	33. Number:

Section F: Legal Proceedings

34. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is “yes”, attach a statement providing the details of such proceeding or petition.

35. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is “yes”, attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.



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36. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is “yes”, attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant’s operations.

37. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is “yes”, attach a statement providing the details of such fines or penalties.

Section G: Criminal Actions

38. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is “yes”, attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section H: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

39. Signature:

[Redacted Signature]

40. Date Signed:

11/12/13

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

41. Signature:

[Redacted Signature]

42. Date Signed:

11/12/13

Section C. Part 23 response for Dr. Jeffrey C. Raber

The Werc Shop, Inc.

2585 Nina Street

Pasadena, CA 91107

President April 2010 until the present

Participated in founding of the company and continue to govern the operations and direction

The business was never alleged to have violated any laws or regulations within California, USA.

Services offered by the business include analytical testing of medical cannabis for cannabinoid, terpene, pesticide and microbiological contaminants, analytical testing of other botanicals and dietary supplements, product formulation and development services.

Section D. Part 25 response for Dr. Jeffrey C. Raber

Please see the answer to question 23 provided earlier for the company information.

It is directly relevant to the operations of the applicant that Dr. Raber, a professional organic chemist, has lead a scientific company that has worked with cannabis for over 3 years analyzing various cannabis products and additionally profiling different cannabis varieties within California. As a patented inventor he has developed novel analytical assays, product formulations and production methodologies with medicinal cannabis. As an accomplished scientist he has numerous publications and is an author on the first peer reviewed publication to study the quantifiable amount of pesticides which can be inhaled from contaminated cannabis. Dr. Raber and the efforts he leads at The Werc Shop are viewed around the world as a leading authority on cannabis product derivations and cannabis strain variability based on a thorough scientific understanding of the cannabinoid and terpene content of these products.

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Appendix C

Directors, Owners, Officers or Other High-Level Employees Background Information Form

To be completed by all persons identified in your response to Appendix A, section K.

Section A: Personal Information

1. Name (First, Middle, Last): Andras L. Kirschner		
2. Street Address (including Apartment or Suite #): [REDACTED]		
3. City: [REDACTED]	4. State: [REDACTED]	5. Zip Code: [REDACTED]
6. Title: [REDACTED]	7. Telephone Number: [REDACTED]	8. E-mail Address: [REDACTED]
9. Date of Birth: [REDACTED]	10. Social Security Number: [REDACTED]	11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female

Section B: Employment Information

12. Current or Most Recent Employer: Kirschner Enterprises		13. Date of Employment: Start Date: September 2010 End Date: Current	
14. Employer Address (including Apartment or Suite #): 5225 Symphony Forest Lane			
15. City: North Bethesda		16. State: MD	17. Zip Code: 20852
18. Daytime Telephone Number: (301) 493-4031	19. Fax Number:	20. E-mail Address:	

Section C: Marijuana or Agriculture Business Experience

21. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana or agriculture business?
 Yes No

22. Other than the applicant, are you currently associated with a marijuana or agriculture business in any state or country?
 Yes No

23. If you answered "yes" to question 21 or 22, attach a statement setting forth the following information for each marijuana or agriculture business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why; and
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations.



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Section D: Other Relevant Business Experience

24. Do you have any experience controlling, managing, operating or working for any other business that you believe may be relevant to the department's evaluation of the applicant with whom you are associated?

Yes No

25. If you answered "yes" to question 24, attach a statement setting forth the following information for each such business with which you have been associated:

- The business name;
- Products or services offered;
- The business location;
- All titles and responsibilities held by you at the business, including the time frame for each;
- The dates of your association with the business;
- Whether you currently have a role at the business and, if not, when your involvement terminated and why;
- Whether the business was ever alleged to have violated the laws or regulations of the state or country in which it operates during the time period when you were associated with the business and, if so, the nature and resolution of those allegations; and
- How this experience is relevant to the department's evaluation of the RFA response of the applicant with whom you are associated.

Section E: Licenses, Permits and Registrations

Provide information regarding all state licenses, permits and registrations ever held, current or expired by you. Attach additional pages if necessary.

26. State DC	27. Issue Date (month/year): 03/10 Expiration Date (month/year):	28. Type: Medical Marijuana Cultivation Center	29. Number: Pending Registrant
30. State	31. Issue Date (month/year): Expiration Date (month/year):	32. Type:	33. Number:

Section F: Legal Proceedings

34. Have you, or has any entity over which you exercised management or control, had any petition filed by or against you, or otherwise sought relief under, any provision of the Federal Bankruptcy Act or under any State insolvency law in the last ten year period?

Yes No

If the answer above is "yes", attach a statement providing the details of such proceeding or petition.

35. Have you, or has any entity over which you exercised management or control, ever had a professional license, permit or registration in Connecticut, or any other State, suspended, revoked or otherwise subjected to disciplinary action?

Yes No

If the answer above is "yes", attach a statement providing the date(s), the type of license, permit or registration at issue, and a description of the circumstances relating to each suspension, revocation or other disciplinary action.



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A.1

36. Are you a party to any legal proceedings where damages, fines or civil penalties may reasonably be expected to exceed \$500,000 above any insurance coverage available to cover the claim?

Yes No

If the answer above is “yes”, attach a statement describing the litigation, including the title and docket number of the litigation, the name and location of the court before which it is pending, the identify of all parties to the litigation, the general nature of the claims being made and the impact an unfavorable opinion may have on the applicant or the applicant’s operations.

37. Have you, or has any entity over which you exercised management or control, ever had any fines or other penalties over \$10,000 assessed by any regulatory agency?

Yes No

If the answer above is “yes”, attach a statement providing the details of such fines or penalties.

Section G: Criminal Actions

38. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Yes No

If the answer above is “yes”, attach a statement providing the date(s) of conviction(s), name of individual(s) involved, the court(s) where the case(s) were decided, a description of the circumstances relating to each offense or for the pending charges and the outcome of the proceedings.

Section H: Criminal Background Check

I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

39. Signature:



[Redacted Signature]

40. Date Signed:

10/15/2013

I hereby certify that the above information is correct and complete.

I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General Statutes.

41. Signature:



[Redacted Signature]

42. Date Signed:

10/15/2013

**Question A.
Appendix C.**

Section C: Marijuana or Agricultural Experience

StonyView Farm LLC.

- StonyView Farm LLC.
- Organic vegetable farm which sold produce to local health food stores and restaurants.
- New Haven, Vermont
- Founder and Managing Member
- 2005-2006
- In 2009 I sold the farm and moved to California.
- The business was never alleged to have violated any laws or regulations.

Phyto Management LLC.

- Phyto Management LLC.
- Medical Marijuana Cultivation Center, which will produce flowers and marijuana infused edible products for sale to registered Dispensaries in Washington, DC.
- Washington, DC
- Founder and Managing Member – 2010 to present
- 2010 – present
- Managing member and Chief Horticultural Scientist
- The business was never alleged to have violated any laws or regulations.

Section D: Other Relevant Business Experience

ALM LLC.

- ALM LLC.
- Residential Construction
- New Haven, Vermont
- Managing Member - Construction Contractor and Carpenter
- 2006-2008
- The business was formed prior to the construction of a home.
- The business was never alleged to have violated any laws or regulations.

Brief Summary

Appendix A.2

A.2 Brief Summary - Qualifications, Experience and Industry Knowledge

C-THREE's **mission** is to provide consistently pure, medical-grade marijuana and consistently dosed medical marijuana infused products (MIP's), designed specifically for patient needs, in strict Compliance with the Connecticut Medical Marijuana Program as codified at Connecticut General Statutes, sections 21a-408 *et sequens*. Our success in fulfilling our vision is measured by dispensary and patient satisfaction, team member excellence and happiness, improvement in the state of the environment, return on capital investment, and community support.

C-THREE's corporate leadership emanates from **Executive Director Tom Macre**. His work and dedication to medical cannabis is a natural extension of 20 years of work in pain management, and a testament to his executive leadership. His two-decade history within the health care community is rooted in Neuromodulation and Electrotherapy through *Medtronic Neurological*. In 2010, Tom started his own medical device company MedTech Healthcare Solutions. Through Mr. Macre's relationships in the medical community, he has come to understand the immense benefits of medical cannabis and its low toxicity profile. He envisions a medical model of distribution in Connecticut focused on non-intoxicating cannabis products that alleviate suffering. His practical knowledge in the field of non-invasive pain management and rehabilitation services provides him with significant insight into a patient's experience with debilitating, chronic, and acute health conditions. This insight and experience is at the core of C-THREE's structure, philosophy, and operations.

Mr. Macre has built an experienced, compassionate, and dedicated team with vast industry experience. Highlights include:

- A uniquely experienced product development team that is poised to ensure that all medicine is pure, and that all products are dosed accurately, profiled and labeled clearly, and manufactured to exacting standards. This team includes leading cannabinoid and terpene scientists, **Dr. Jeff C. Raber, Ph.D** and noted cannabis research scientist **Sytze Elzinga**, formerly in charge of quality control for all pharmaceutical marijuana entering the Dutch market under contract with the Dutch government. Dr. Raber and Mr. Elzinga have developed and consulted for successful, precisely dosed marijuana products on a commercial scale in the United States and abroad, including cannabis oral products, mechanical products, baked goods, capsules, smoothies, drinks, topical ointments, tinctures, chocolate bars, and even ice cream. Additionally, Dr. Raber and Mr. Elzinga have set the standard in the cannabinoid and cannabis terpene testing market, and are best positioned to meet changing patient demands; they carry extensive experience working with and purifying cannabinoids and, *critically*, analyzing and working with 37 cannabis terpenes – responsive patient care requires a detailed understanding and analysis of terpenes, which modulate and modify cannabinoids like THC and CBD.
- C-THREE enters the market with fully developed and reliable organic cultivation practices as implemented by **Phyto Management**, 1 of 6 companies that has secured

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approval to cultivate medical cannabis in Washington D.C. from the Department of Health in the District – a highly competitive and tightly regulated market. Phyto’s Managing Member, **Andras Kirschner**, and his staff carry more than a decade of specialized, organic cultivation experience on a commercial scale. Additionally, he has advanced degrees in **Plant Science** and **Sustainable Agriculture**. Phyto ensures consistent, pure yields, and mitigates the risk that other licensed Cultivation Centers will underperform, leaving the remaining businesses to compensate for any resulting shortfall in supply, or an underserved patient population.

- As a redundancy to the independent labs and when economically feasible, an in-house laboratory screening for contaminants and to perform cannabinoid and terpene analysis. The lab will be managed by C-THREE’s Dr. Jeff Raber Ph.D and Sytze Elzinga - two leading cannabinoid researchers that have set the standard in medical cannabis screening and profiling, and who have been invited to lecture and present their findings at cannabinoid and terpene conferences in the US, China, the Czech Republic and Germany, including Dr. Raber’s seminal presentation on the chemical identification of cannabis varieties at the International Association of Cannabinoid Medicine meeting in Cologne. This expertise is critical to ensuring purity, that the strains are what they purport to be, and that all brands are within the allowed variance under the Regulations.
- Safety, security, and strict compliance are critical to successful production. To that end, C-THREE has partnered with **Matt D. Cook**, author of the Colorado Marijuana Regulatory Scheme and former Senior Director of Enforcement, Colorado Department of Revenue. Mr. Cook has essentially defined medical marijuana regulation and compliance for Colorado and for other parts of the nation, and has been instrumental in the planning and development of the C-THREE organization and its security and compliance measures.
- A Board of Advisors that includes two local, qualified doctors. **Dr. Douglas W. Vaughn, M.D.** is the Medical Director for Yale-New Haven Hospital. **Dr. Lucien Parrillo, M.D.** is the Medical Director for Pain Care Associates, specializing in pain management.
- C-THREE’s cultivation protocols are all natural (live soils), organic, and provide consistently impressive yields. An ideal partner, Phyto does not rely on hydroponics – a cheaper, more common process in commercial facilities that is less labor-intensive. C-THREE will not tolerate shortcuts nor rely on hydroponics, which will work to differentiate the C-THREE product line – a benefit to qualified patients that demand naturally grown medical cannabis.
- C-THREE has access to a variety of exclusive cultivars (genetics). Selected and propagated for their specific genetic expressions and therapeutic effects, these cultivars offer consistent yields that consistently alleviate the qualifying conditions.

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- C-THREE's eco-friendly facility was designed specifically to maximize the output of indoor plants, while minimizing the impact on the environment and surrounding community. The facility has been designed to meet or exceed any forthcoming FDA regulations, incorporates cleanroom elements, and adheres to the relevant cGMP.

The cultivation processes and protocol designed and perfected by Mr. Kirchner and Phyto Management are at the core of the C-THREE business model. The operation is a scalable, perpetual harvest cultivation model designed to produce pure, organic yields at regular intervals. In customizing Phyto's cultivation protocol for the C-THREE facility, Mr. Kirchner worked closely with architects, contractors, and a draftsman to design an eco-friendly facility capable of efficient yet large yields. The operation is supported by an efficient, highly secure and responsive cloud-based inventory management and tracking software (AgriSoft™) to help ensure strict compliance and prevent diversion. With more than 12 years of commercial scale, highly specialized experience, Mr. Kirchner and Phyto are ideal partners toward C-THREE's goal of a safe, healthy Connecticut. Please see the Cultivation Plan at Appendix G.1 for additional cultivation experience.

C-THREE's unique facility design reflects the highest standards in medical marijuana cultivation management: a secure, eco-friendly, cleanroom facility equipped with next generation cultivation protocols and automated or semi-automated controls governing each phase of the cultivation cycle.

Additionally, C-THREE Cultivation will only cultivate first class genetics – carefully selected strains chosen for their effectiveness in treating the list of qualifying conditions under the Regulations, including high-Cannabidiol (CBD) strains. Finally, C-THREE will strive to demonstrate the highest levels of integrity in all aspects of our operation, and to exist as the standard-bearer among the Connecticut's registered cultivation centers.

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Application Financial Statement

Appendix A.3

C-THREE, LLC

FINANCIAL STATEMENTS

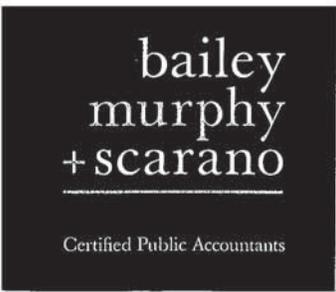
Period from June 13, 2013 (Date of Inception) to October 31, 2013

TABLE OF CONTENTS

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INDEPENDENT AUDITORS' REPORT	1-2
FINANCIAL STATEMENTS	
Balance Sheet	3
Statement of Operations and Members' Equity	4
Statement of Cash Flows	5
Notes to Financial Statements	6-8

Andrew J. Errato, CPA, ABV, CFF, CVA, MST
David Y. Bailey, CPA
Michael E. Bailey, CPA, MST
Dominic Scarano, Jr., CPA
William R. Soman II, CPA
Camille R. Murphy, CPA

Michael J. Schaefer, CPA
Alan P. Bailey, CPA





C+THREE
C-THREE, LLC
(A Development Stage Company)
BALANCE SHEET
October 31, 2013

A.3



See accompanying notes and independent auditors' report.

-3-

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STATEMENT OF OPERATIONS AND MEMBERS' EQUITY
Period from June 13, 2013 (Date of Inception) to October 31, 2013



See accompanying notes and independent auditors' report.

-4-

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See accompanying notes and independent auditors' report.



C-THREE, LLC
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
October 31, 2013

A.3



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C-THREE, LLC
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
October 31, 2013

A.3





C-THREE, LLC
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
October 31, 2012

A.3



Location and Site Plan

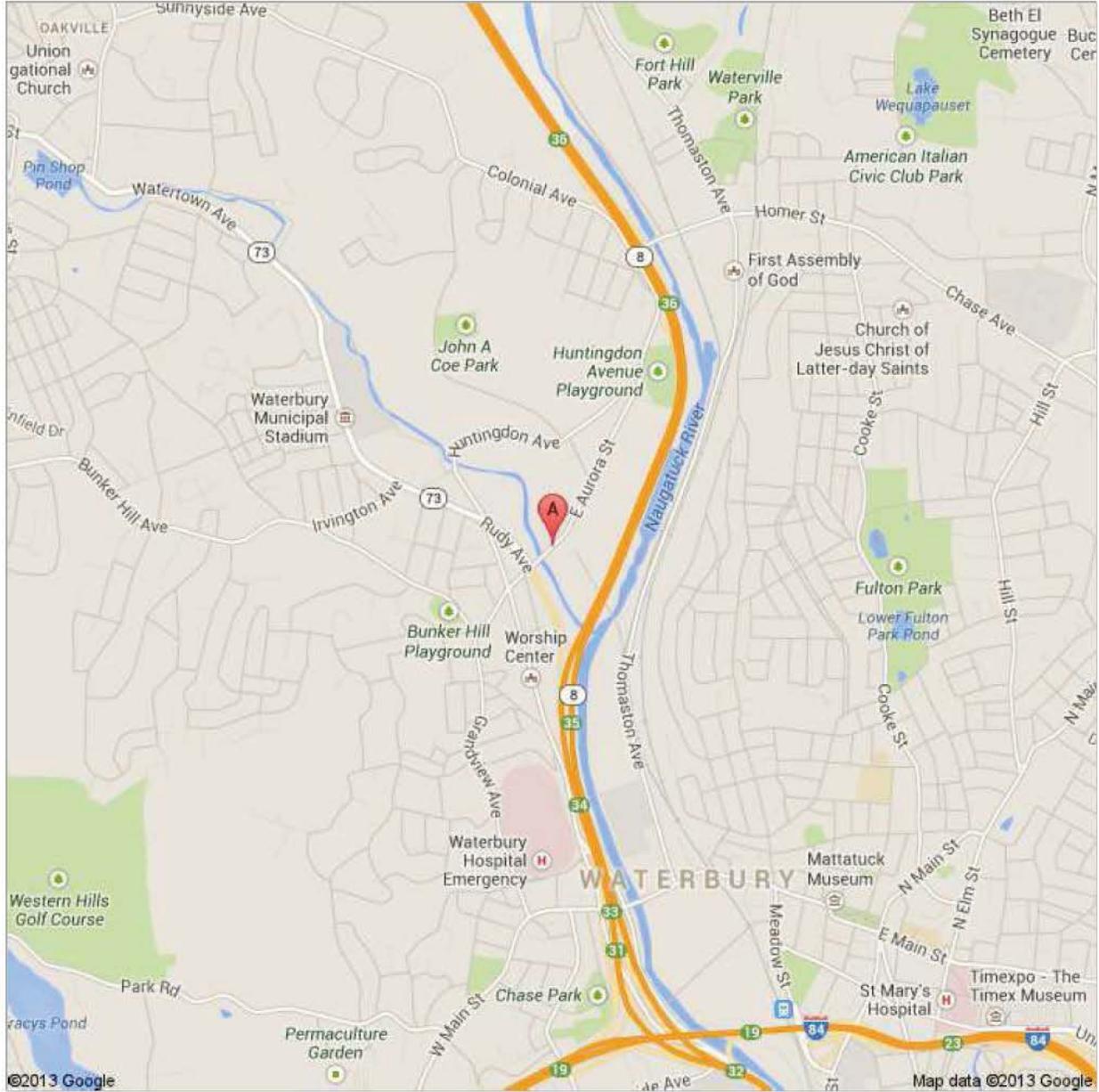
Appendix B.

Location on Map
Survey
Property Assessment Map
Property Assessment Aerial Photograph

Appendix B.1



Address **182 E Aurora St**
Waterbury, CT 06708





LOCATION MAP
(Approx. Scale: 1"=500')

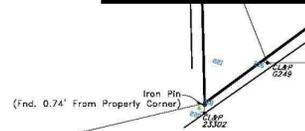
MAP REFERENCES

1. Map entitled, "Map of Land of Geoffrey Eberington, II" Waterbury, Connecticut, Scale 1"=20', Dated November 5, 1980, Last Revised May 12, 1981, Prepared by A.J. Patton Co., Surveyor. Map on File in the Waterbury Town Hall.
2. Map entitled, "Boundary Survey, ALTA/ACSM Title Survey 240 East Aurora Street" Waterbury, Connecticut, Scale 1"=40', Dated May, 2001, Prepared by URS Corporation AES. Map on File in the Waterbury Town Hall.
3. Map entitled, "Lot Line Revision Map-Lots A, B and D into Lots A-S, B-R and D-4" Prepared for Halperin Real Estate, LLC, Huntington Avenue, Gear Street, Huntington Place, Waterbury, Connecticut, Scale 1"=40', Dated September 28, 2006, Prepared by Myers Associates, P.C.

GENERAL SURVEY NOTES

1. This Map Has Been Prepared Pursuant To The Regulation Of Connecticut State Agencies Section 20-300b-1 Through 20-300b-20 And The Standards For Surveys And Maps In The State Of Connecticut As Adopted By The Connecticut Association Of Land Surveyors, Inc. On Sept. 28, 1995.
2. This Survey Conforms to Horizontal Accuracy Class A-2.
3. The Type Of Survey Performed is A Limited Property / Boundary Survey, And is Intended To Be An Existing Building Location Survey.
4. Boundary Determination is Based Upon A Dependent Resurvey. (See Map References And Record Deeds.)
5. North Arrow is Based On Map Reference # 1.
6. No attempt has been made as part of this survey to obtain or depict data concerning the existence (other than what is depicted hereon), size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies prior to any construction. CALL BEFORE YOU DIG 1-800-922-4455
7. Parcel located in a IG Zone. See Zoning Regulations for Specific Setbacks and Requirements - Zone, Setbacks and Requirements are subject to the determination of the Zoning Enforcement Officer.
8. This survey was prepared for a specific purpose, any use other than that which was originally intended is a misuse of this information and renders the preparer's declaration null and void. Unauthorized alterations or additions to this survey, which bears the licensed surveyors signature and embossed seal, renders any declaration noted hereon null and void.
9. Parcel is subject to terms, agreements, rights of way and conditions as set forth in the deeds recorded in Volume 911, Page 605, Volume 911, Page 608, Volume 911, Page 621, Volume 911, Page 627, Volume 911, Page 629 and right to The Connecticut Light & Power Company Volume 917, Page 213 of the Waterbury Land Records.
10. Total Parcel Area = 3.7 Acres.

n/f
240 Connecticut, LLC
Vol. 7073, Page 1
240 East Aurora Street



To the best of my knowledge and belief this map is substantially correct as noted hereon

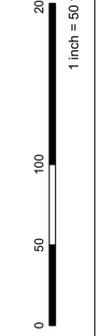
MICHAEL J. O'BYMACHOW L.S. # 18464
This Map is NOT VALID without a LIVE SIGNATURE and EMBOSSED SEAL.

MAP OF PROPERTY PREPARED FOR 172 EAST AURORA STREET, LLC 182 EAST AURORA STREET WATERBURY, CONNECTICUT					
SCALE: 1"= 40'			DATE: OCTOBER 22, 2013		
MAP#	A4089	SEARCH	4852	FB/PG	S41/74
DRAWING		132306			
		NOWAKOWSKI - O'BYMACHOW - KANE, ASSOCIATES CIVIL ENGINEERING & LAND SURVEYING 415 HOME AVENUE SHELTON, CONNECTICUT 06484 PHONE: (203) 924-7745 FAX: (203) 924-7526 <i>Records Office 1990</i>			
DATE:	DESCRIPTION				
REVISIONS					



142	143	144
159	160	161
176	177	178

Map # **160**



This map is for informational purposes only and has not been prepared for, or suitable for, legal, engineering, or surveying. The City of Waterbury makes no warranties, express or implied, as to the use of the information obtained herein.

City of Waterbury, Connecticut
Property Assessment Map

Map # **160**

City of Waterbury
Assessor's Department

Map # **160**

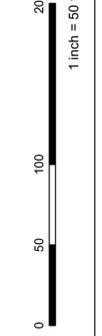


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142	143	144
159	160	161
176	177	178

Map # **160**



This map is for informational purposes only and has not been prepared for or suitable for legal, engineering, or surveying. The City of Waterbury makes no warranty, express or implied, as to the use of the information obtained hereon.

City of Waterbury, Connecticut Property Assessment Map

Assessor's Tax Map Grid
 Property Boundary (OTI Map)
 2006 AT&T Aerial Photography

Lot Number
 29
 Block Number
 134
 Property Acreage
 0.27 Ac
 Map-Lot Number (Off Map)
 322.11

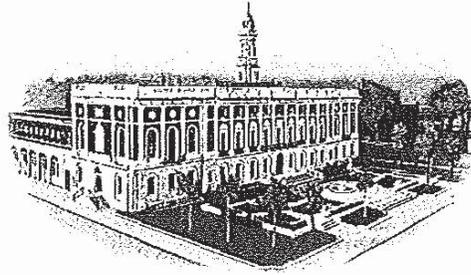
City of Waterbury
 Assessor's Department

Map # **160**

**Articles of Incorporation
CT Tax Registration
Sales and Use Tax Permit
Zoning Determination Letter
Fire Compliance Letter
Fire Code Plan
Department of Inspection - Building Code Compliance**

Appendix B.2

NEIL M. O'LEARY
MAYOR



JOE McGRATH
ECONOMIC DEVELOPMENT DIRECTOR

OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

November 15, 2013

Commissioner William Rubenstein
Department of Consumer Protection
165 Capitol Avenue
Hartford, CT 06106

Dear Commissioner Rubenstein:

This letter is to provide authorization to your agency that the City of Waterbury Police Department, Fire Department and Office of Economic Development support the application of C-Three Production to your agency and their intent to purchase the property and building located on 182 East Aurora St in Waterbury.

Our city departments have met with the C-Three staff regarding their application to be selected by your agency as a medical marijuana producer and dispensary and have actively participated in thoroughly reviewing their plans for having these facilities located in the City of Waterbury.

Thank you in advance for considering C-Three Production's application submitted to your department. The City of Waterbury is encouraged by the amount of outreach and planning demonstrated by C-Three Production in the past year and hopes their application receives approval.

Very truly yours,

Joseph R. McGrath
Economic Development Director

B. IF AGENT IS A BUSINESS:
PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

CT BUSINESS ADDRESS (P.O. BOX UNACCEPTABLE)

ADDRESS:

CITY:

STATE: ZIP:

SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

PRINT NAME & TITLE OF PERSON SIGNING:

6. MANAGER OR MEMBER INFORMATION-REQUIRED: (MUST LIST AT LEAST ONE MANAGER OR MEMBER OF THE LLC.)
ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
Thomas Macre	Manager	284 Racebrook Road, #217 Orange, CT 06477	3 Morris Street West Haven, CT 06518

7. MANAGEMENT - PLACE A CHECK NEXT TO THE FOLLOWING STATEMENT ONLY IF IT APPLIES

MANAGEMENT OF THE LIMITED LIABILITY COMPANY SHALL BE VESTED IN A MANAGER OR MANAGERS

8. EXECUTION: (SUBJECT TO PENALTY OF FALSE STATEMENT)

DATED THIS 13th DAY OF June, 2013

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
Oscar M. Parente, Esq.	

AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH THAT THE ENTITY WAS FORMED/REGISTERED AND CAN BE EASILY FILED ONLINE @ www.concord-sots.ct.gov
 CONTACT YOUR TAX ADVISOR OR THE TAXPAYER SERVICE CENTER AT THE DEPARTMENT OF REVENUE SERVICES AS TO ANY POTENTIAL TAX LIABILITY RELATING TO YOUR BUSINESS, INCLUDING QUESTIONS ABOUT THE BUSINESS ENTITY TAX.
 TAX PAYER SERVICE CENTER: (800) 382-9463 OR (860) 297-5962 OR GO TO www.ct.gov/drs

SCHEDULE A
ATTACHMENT
TO
ARTICLES OF ORGANIZATION
C-THREE, LLC

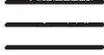
Item 2: Description of Business to be Transacted or Purpose to be Promoted shall be to:

- (a) Own, manage and lease real property;**
- (b) accomplish any lawful business whatsoever, or which shall, at any time, appear conducive to or expedient for, the protection or benefit of the Company and its assets;**
- (c) exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Connecticut Limited Liability Company Act, as amended; and**
- (d) engage in all activities necessary, customary, convenient and incident to any of the foregoing.**



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

TWENTY-FIVE SIGOURNEY STREET, SUITE 2 HARTFORD, CONNECTICUT 06106-5032



C-THREE LLC
C-THREE LLC
284 RACEBROOK RD # 217
ORANGE CT 06477-3103

Corr ID: 1300018495084

Date: 10/21/2013

Dear Taxpayer:

Your registration application has been processed and your business entity has been assigned CT Tax Registration Number 60052644. The CT Tax Registration Number along with the correct Location Number should be used on any communications with the Department of Revenue Services (DRS). You should advise us promptly of any change in your business activities. Visit the DRS *Welcome New Business* page at www.ct.gov/welcomenewbusiness for information specific to filing and payment options, and to obtain valuable tax information.

Tax Registration Number/Location	Tax Type	Filing Frequency	Start Date	Registration Date
60052644 / 000	Business Entity	SEE BELOW	06/13/2013	09/10/2013
60052644 / 000	Wage Withholding	QUARTERLY	01/02/2014	10/18/2013
60052644 / 001	Sales and Use	QUARTERLY	01/02/2014	10/18/2013

Connecticut law requires that you file timely tax returns and pay the taxes due for all taxable periods and make the proper remittance, including any penalty or interest due.

We encourage taxpayers to use the **Taxpayer Service Center (TSC)** at www.ct.gov/TSC to file a variety of tax returns, update account information, and make payments online. You can choose to get first-time filer information and filing assistance, or can log directly into the **TSC** to file returns and pay taxes. Electronic filing options are available for most tax types. Also, returns may be downloaded from our website. If you require assistance please call DRS during business hours, Monday through Friday at 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only); or **860-297-5962** (from anywhere).

As a qualifying business registered for the Business Entity tax, whose liability begins on or after January 1, 2013, DRS requires you to file form OP-424, Business Entity Tax Return, biennially (every other year) following the close of every other taxable year. The first biennial return is due the fifteenth day of the fourth month after the end of your 2014 tax year.

Your application did not include your Federal Employer Identification Number (FEIN). Please enter your FEIN in the space below and return this letter in the enclosed envelope. If you have applied for but have not received an FEIN, please return this letter as soon as you receive the number. FEIN: _____



STATE OF CONNECTICUT DEPARTMENT OF REVENUE SERVICES

B.2

TWENTY-FIVE SIGOURNEY STREET, SUITE 2 HARTFORD, CONNECTICUT 06106-5032

Corr ID: 1300018495083

Date: 10/21/2013

Dear Taxpayer:

Attached is your sales and use tax or room occupancy tax permit. Please display it conspicuously for your customers to see. Any permit previously issued by the Connecticut Department of Revenue Services (DRS) for the specific location noted on the permit is now void and should be destroyed.

Any change in ownership or form of organization requires a new permit. If your business is sold, transferred, or discontinued, return this permit at once to:

Department of Revenue Services
Registration Section
25 Sigourney St Ste 2
Hartford CT 06106-5032

Enter the last day of business and the name of the successor, if applicable, on the back of the permit. Sign the permit as indicated.

Business and individual taxpayers can use the **Taxpayer Service Center (TSC)** at www.ct.gov/tsc to file a variety of tax returns, update account information, and make payments online.

You may not assign or transfer this permit. Display this permit conspicuously for your customers to see.

Department of Revenue Services
State of Connecticut
25 Sigourney St Ste 2
Hartford CT 06106-5032
R603 (Rev. 07/09)

Sales and Use Tax Permit



Use only at this location:

Lic Nbr: 1049976

The person named below is licensed under the Sales and Use Tax Act. This permit is good only for the named permittee and at the location shown. If there is any change in ownership, the permit is null and void.

Date Issued	Expiration Date	Business Start Date	Connecticut Tax Registration Number
10/18/2013	12/31/2018	01/02/2014	60052644-001

C-THREE LLC
C-THREE LLC
284 RACEBROOK RD # 217
ORANGE CT 06477-3103

|||
C-THREE LLC
C-THREE LLC
284 RACEBROOK RD # 217
ORANGE CT 06477-3103

Kevin B. Sullivan
Commissioner of Revenue Services

70

This license may not be transferred or assigned.

Confidential



JAMES A. SEQUIN, AICP
CITY PLANNER

NEIL M. O'LEARY
MAYOR

One Jefferson Square • 5th Floor
Waterbury, CT 06706
Office: (203) 574-6817
Fax: (203) 346-3949
Email: jsequin@waterburyct.org

CITY PLANNING DEPARTMENT

THE CITY OF WATERBURY
CONNECTICUT

September 30, 2013

Mr. Thomas Macre
C-Three, LLC
c/o Mr. Gary Mullen
FTG Financial, LLC
150 Northrup Road
Woodbridge, CT 06525

RE: Zoning Determination 182 East Aurora Street

Dear Mr. Macre

This is in response to your request for a determination as to whether a Medical Marijuana Manufacturing facility and a Medical Marijuana Dispensary located at 182 East Aurora Street, Waterbury, Connecticut would be in compliance with the Waterbury Zoning Regulation.

The 182 East Aurora Street (site) is a 3.24 acre parcel which contains one primary structure. The exiting use of the site is classified as "Manufacturing and Processing" for Zoning purposes. The site is located in the IG – General Industrial District which permits Manufacturing and Processing as of right.

This review is based on the following information contained in your letter and my understanding of the State of Connecticut Regulations governing medical marijuana facilities:

- All medical marijuana will be produced and processed inside of a secure structure.
- The Dispensary will derive 95 percent or more of its sales from products produced on site.
- Any other products sold at the Dispensary will be incidental and accessory to the product produced on site.

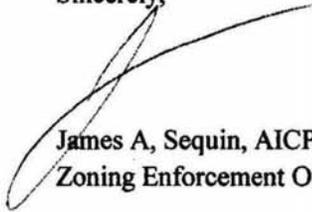
It is the opinion of the Zoning Enforcement officer that the Medical Marijuana Manufacturing facility is a manufacturing and processing use for Zoning purposes. Since this is the current primary Zoning use of

site, the Medical Marijuana Manufacturing facility may begin operations with no further Zoning approval provided it operates within the footprints and envelopes of the existing structures.

If new structures are to be built or the footprint/envelope of an existing structure is expanded, the new and/or expanded structure(s) must comply with Zoning bulk and parking standards. Demolition of existing structures is permitted as of right and requires no Zoning approval.

The Zoning definition of a Manufacturing and Processing use includes the “incidental sale of products produced on site”. It is the opinion of the Zoning Enforcement Officer that the dispensary as described would be permitted as part of the Manufacturing and Processing use.

Sincerely,



James A, Sequin, AICP
Zoning Enforcement Officer/City planner

NOTICE OF RIGHT TO ADVERTISE (CGS 8-3 (f))

No building permit or certificate of occupancy shall be issued for a building, use or structure subject to the zoning regulations of a municipality without certification in writing by the official charged with the enforcement of such regulations that such building, use or structure is in conformity with such regulations or is a valid nonconforming use under such regulations. Such official shall inform the applicant for any such certification that such applicant may provide notice of such certification by either (1) publication in a newspaper having substantial circulation in such municipality stating that the certification has been issued, or (2) any other method provided for by local ordinance. Any such notice shall contain (A) a description of the building, use or structure, (B) the location of the building, use or structure, (C) the identity of the applicant, and (D) a statement that an aggrieved person may appeal to the zoning board of appeals in accordance within thirty days of the publication of the notice.



CITY OF WATERBURY FIRE DEPARTMENT



October 23, 2013

MedTech Healthcare
284 Racebrook Road, Unit 217
Orange, CT 06477
Attn: Tom Macre

Dear Mr. Macre,

It was a pleasure to meet with you and your development team regarding the property located at 182 East Aurora Street in Waterbury. The building in question is of Type II construction per NFPA 220 (2003), and as such conforms to the use group your team has proposed as a medical marijuana producer/dispenser facility.

The building retains a full sprinkler system (wet) and a fire alarm system. As we spoke of at the meeting, these systems would need to be tested and maintained to 2005 Connecticut State Fire Safety Code standards. The location has adequate water supply, hydrant location, and fire department access as set forth in NFPA 1 (2003).

We will seek the submission of engineered, stamped drawings detailing final layout which will assist in the agreement of egress paths, exiting, emergency lighting, and complete sprinkler and alarm coverage.

In summation, this facility can be made readily compliant to Connecticut Fire Code with minimum undertaking. The Waterbury Fire Department Bureau of Fire Prevention acknowledges your desire to achieve complete compliance with this facility and looks forward to working with you on this project in the pursuit of fire and life safety.

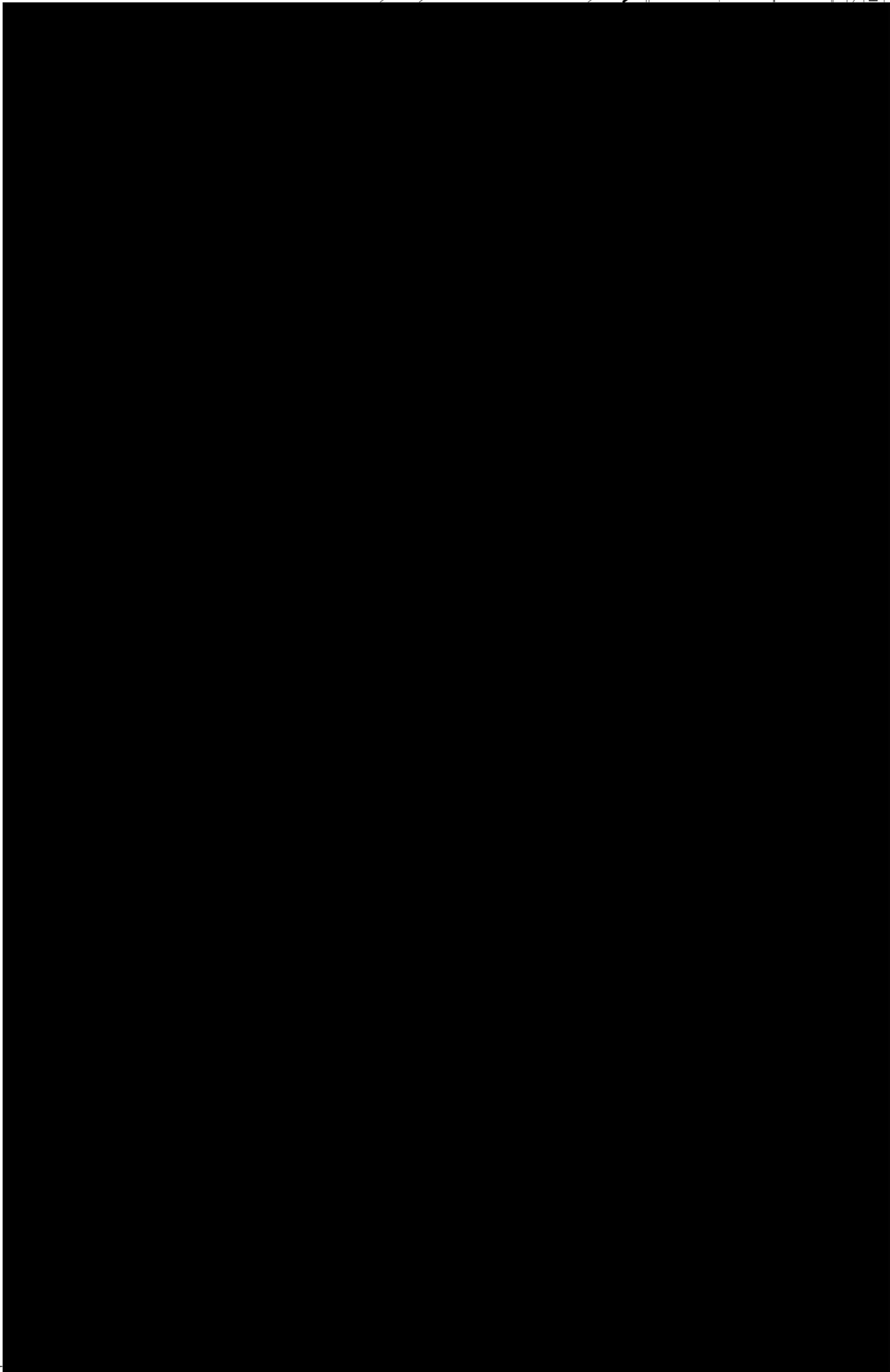
If you have any questions or concerns, please contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Ballou".

Lt. Ballou
Fire Marshal (Acting)
City of Waterbury.

EXIT



FIRE CODE PLAN
SCALE: 1/32"=1'-0"

182 EAST AURORA ST WATERBURY CT



The City of Waterbury
DEPARTMENT OF INSPECTION
185 South Main Street, 5th floor
Waterbury, CT 06706
203-574-6832



November 6, 2013

To Whom It May Concern:

I have met with Mr. Gary Mullin from FTG. LLC. Regarding the property renovation of 182 East Aurora Street, Waterbury, CT.

The entire building consists of 85,140 square feet; of that, he proposes to use 40,332 square feet for production of his product and 16,900 square feet for business offices and controlled dispensing. The plans presented met the Connecticut State Building Code for this proposed use.

I look forward to working with you on this project. If you require any additional information, please do not hesitate to contact me at 203-574-6835.

Sincerely,

E. Gil Graveline
Building Official

Option to Purchase Contract

Appendix B.3

PURCHASE OPTION

THIS PURCHASE OPTION given and conveyed this 6th day of September, 2013, by 172 AURORA STREET, LLC, a Connecticut limited liability company with a mailing address of 280 Hartford Avenue, Newington, Connecticut 06111 (hereinafter referred to as "Optionor") to C-THREE, LLC, a Connecticut limited liability company with a mailing address of 284 Racebrook Road, #217, Orange, Connecticut 06477 (hereinafter referred to as "Optionee").

WITNESSETH:

In consideration of the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) in hand paid to the Optionor by the Optionee (the "Option Price"), receipt of which is hereby acknowledged by the Optionor, it is hereby mutually agreed as follows:

1. Grant of Option. The Optionor hereby gives, grants and conveys to the Optionee, or its nominees or assigns, the exclusive right and option to purchase a certain piece or parcel of land consisting of approximately 3.7 acres, with all of the buildings and improvements situated thereon, known as 182 East Aurora Street, in the City of Waterbury, County of New Haven and State of Connecticut, which piece or parcel of land is more particularly bounded and described on Schedule A attached hereto (the "Property"), free and clear of all liens and encumbrances, commencing from the date of these presents.

2. Term of Option. Optionee may exercise this option at any time within six (6) months from the date hereof (the "Option Term") by giving Optionor written notice to that effect in the manner hereinafter set forth.

3. Purchase Price. In the event Optionee exercises its option to purchase, the purchase price for the Property shall be the sum of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00), subject to adjustment as set forth in Section 5 of this Agreement, payable in cash at the closing of the transfer of title. Except as set forth in Section 9 hereof, the Option Price shall be non-refundable to the Optionee whether or not the Optionee exercises its option to purchase the Property pursuant to this Agreement.

4. Closing. In the event Optionee exercises its option to purchase, the closing of the transfer of title (the "Closing") shall take place on that date which is thirty (30) days thereafter or at such earlier date and time as Optionee shall notify Optionor of at least ten (10) business days prior thereto at the offices of Optionee's attorneys, Hershman Legal Group, P.C., One Church Street, New Haven, Connecticut, or on such other date and at such time as the Optionee and Optionor shall agree subsequent to the exercising of this option by Optionee (the "Closing Date"). Time is of the essence with respect to performance of the parties' obligations under this Section 4.

5. Adjustments. At Closing, the following items shall be prorated as of the date of Closing with all items of income and expense for the Property being borne by Optionee from and after (and including) the date of Closing: utilities, income, fees and assessments, accrued operating expenses, and real and personal ad valorem taxes ("Taxes") in accordance with the

customs of the jurisdiction in which the Property is located. Specifically, the following shall apply to such prorations:

(a) Taxes. If Taxes for the year of Closing are not known or cannot be reasonably estimated, Taxes shall be prorated based on Taxes for the year prior to Closing, otherwise Taxes shall be adjusted in accordance with the custom for real estate closings in New Haven County.

(b) Utilities. Optionee shall take all steps necessary to effectuate the transfer of all utilities to its name as of the Closing Date, and where necessary, post deposits with the utility companies. Optionor shall ensure that all utility meters are read as close to the Closing Date as is reasonably feasible, and utility charges shall be equitably apportioned between Optionor and Optionee for the period between the date of the reading and the Closing. Optionor shall be entitled to recover any and all deposits held by any utility company as of the Closing Date.

(c) Final Adjustment After Closing. If any information is unavailable at the Closing that prevents Optionee and Optionor from finalizing adjustments and prorations pursuant to this Agreement, then Optionee and Optionor agree to allocate such items on a fair and equitable basis at the Closing, and then as soon as such information is available, final adjustments shall promptly be made. Payments in connection with the final adjustments shall be due within thirty (30) days of written notice.

(d) Conveyance Tax. Optionor shall pay for state and local conveyance tax in connection with the sale of the Property to Optionee.

(e) Commission. The parties agree that they have dealt with no real estate broker in this transaction other than Matthews Commercial Properties (the "Broker"). A brokerage commission shall be paid by Optionor to Broker at Closing in accordance with their separate agreement. Other than as stated above in this Section, Optionor and Optionee each represent and warrant to the other that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and each agrees to and does hereby indemnify and hold the other harmless against the payments of any commission to any other person or entity claiming by, through or under Optionor or Optionee, as applicable. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing.

6. Title/Conveyance. Notwithstanding Optionee exercising this option as provided herein, its obligation to take title to the Property shall be conditioned upon title to said Property being good and marketable and insurable at ordinary rates, and free and clear of all liens and encumbrances except as set forth in Schedule B attached hereto and made a part hereof. In determining the marketability of title, the parties agree to be bound by the current Standards of Title of the Connecticut Bar Association. The conveyance of title by the Optionor to Optionee shall be by a full covenant, Connecticut form warranty deed.

7. Due Diligence.

(a) Intended Use of Property. During the Option Period, the Optionee intends to evaluate the feasibility of using and occupying the Property for the production of marijuana for palliative use by qualifying patients with debilitating medical conditions pursuant to Connecticut General Statutes §§ 21a-408 et seq. and the regulations promulgated pursuant thereto (the “Intended Use”). Optionor agrees to join in and fully cooperate, but at no cost or expense to the Optionor, with Optionee in an application with the Planning and Zoning Commission of the City of Waterbury and any and all or other applications for the permits, licenses and approvals required under applicable law from local, municipal, state and federal agencies or commissions having jurisdiction over any part of the approval process that would allow Optionee’s Intended Use of the Property and any required renovation and construction of improvements on the Property which would be performed by the Optionee at its sole cost and expense.

(b) Information Supplied by Optionor. To the extent such items are in Optionor’s possession or control, Optionor shall cause the items listed on Schedule C to be delivered to Optionee (the “Property Information”) promptly (but no later than 10 days) following the date of the Agreement.

(c) Access to Property. Commencing on the date of this Agreement and continuing through the Option Period, Optionee shall have reasonable access to the Property at all reasonable times during normal business hours, for the purpose of conducting its due diligence review. Optionee shall give Optionor twenty-four (24) hours’ prior telephone or written notice of any such inspection or test, and (ii) all such tests shall be conducted by Optionee in compliance with Optionee’s responsibilities set forth in Section 7(d) below. Optionee shall bear the cost of all such inspections or tests. Prior to entry onto the Property, Optionee shall deliver or cause to be delivered certificate(s) of insurance to Optionor evidencing that Optionee and the party(ies) that shall enter onto the Property have in place comprehensive general liability insurance in an amount not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage (and the foregoing amounts may be met through a combination of primary insurance together with umbrella coverage) and workers compensation insurance in statutory amounts for any accident arising in connection with Optionee’s activities on the Property, which insurance shall name Optionor as an additional insured thereunder.

(d) Optionee’s Responsibilities. In conducting any inspections, investigations or tests of the Property, Optionee and its agents and representatives shall: (i) not unreasonably interfere with the operation and maintenance of the Property; (ii) not damage any part of the Property or any personal property owned or held by any third party; (iii) not injure or otherwise cause bodily harm to Optionor or its agents, guests, invitees, contractors and employees or any tenants or their guests or invitees; (iv) comply with all applicable laws; (v) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (vi) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; and (vii) repair any damage to the Property resulting from any such inspection or tests. Optionee hereby indemnifies and holds harmless Optionor of and from all loss, liability and expense, including

reasonable attorney's fees arising out of any of Optionee's (and its agents and representatives) inspections, investigations or tests of the Property

8. Extension of Option Period. In the event that any permit, license or approval has been obtained but any appeal period therefrom shall not have expired prior to the expiration of the Option Period set forth herein, or any extension thereof, then and in that event Optionee's option to purchase the Property pursuant to this Agreement shall be extended, at no cost to Optionee, for a period of time equal to the duration of time remaining in the applicable appeal period, but in no event longer than thirty (30) days. The Closing on the transfer of title shall then take place as provided in Section 4 hereof.

9. Effect of Not Exercising Option. In the event Optionee does not exercise this option to purchase, the parties' obligations hereunder shall be null and void and both parties shall be relieved of any liability hereunder. If, having exercised said option, the condition set forth in Paragraph 6 hereof is not met to Optionee's reasonable satisfaction, then the Optionor shall immediately refund to Optionee the Option Price plus the reasonable costs associated with title examination not to exceed \$450.

10. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following addresses:

To Optionor: 172 East Aurora Street, LLC
280 Hartford Avenue
Newington, CT 06111
Attention: Geoffrey Etherington, II

With a copy to:
Sachs & Proto, LLC
112 Washington Avenue
North Haven, CT 06473
Attn. Paul E. Proto, Esq.

To Optionee: C-Three, LLC
284 Racebrook Road
Orange, CT 06477
Attn: Thomas Macre
Manager

With a copy to: Oscar M. Parente, Esq.
Hershman Legal Group, P.C.
One Church Street
New Haven, CT 06510

Any such notices shall, unless otherwise provided herein, be given or served (i) by overnight delivery using a nationally recognized overnight courier, or (ii) by personal delivery. Notices shall be effective on the date received or if delivery is refused or undeliverable on the

date delivery was first attempted, only if and when delivered to or first refused by or undeliverable to the party to be notified. A party's address may be changed by written notice to the other party; provided, however, that no notice of change of address shall be effective until actual receipt of such notice. Notices given by counsel to Optionee shall be deemed given by Optionee and notices given by counsel to Optionor shall be deemed given by Optionor.

11. Default by Optionee. In the event the Optionee shall, having exercised its option to purchase the Property, or either parcel thereof, default in any of its obligations hereunder, including but not limited to its obligation to purchase said Property, the Optionee shall forfeit any and all sums paid to Optionor and both parties shall be released of all further liability hereunder.

12. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Optionee and the Optionor.

13. Invalidity and Waiver. Any provision in this Agreement that is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party by the same or any other such term or provision in the future.

14. Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Property is located.

15. Survival. The provisions of this Agreement that contemplate performance after the Closing and the obligations of the parties not fully performed at the Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

16. Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

17. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction (to the effect that any ambiguities are to be resolved against the drafting party) shall not be employed in the interpretation of this Agreement or any exhibits or amendments thereto.

18. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Computation of a subsequent

period of time designated to begin after the last day of a previous period shall be deemed to commence on the day immediately following the day the previous period ended, as such end date may have been adjusted due to its falling on a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time in the state in which the Property is located.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. Signatures provided by electronic means shall be deemed binding on the parties.

20. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Optionee.

21. No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Optionor and Optionee only and are not for the benefit of any third party and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

22. Recording of Notice of Option. Optionee shall not record this Agreement. Optionee may, however, at its cost and expense, record a Notice of Option to Purchase signed by Optionor and Optionee. Upon the expiration of the Option Term or earlier termination of this Agreement, the Notice of Option to Purchase shall be void and of no further force and effect, and shall be discharged of record and, in connection therewith, Optionee shall execute and return to Optionor an appropriate document specified by Optionor to remove such Notice of Option to Purchase. Optionor may do so as attorney in fact for Optionee.

(Signatures on the following page)

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN) ss.: *Orange*

On this 7th day of September, 2013, before me, personally appeared Thomas Macre, who acknowledged himself to be the Manager of C-Three, LLC, a Connecticut limited liability company and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand.

Oscar Parente
OSCAR PARENTE
Commissioner of the Superior Court
Notary Public
My Commission expires:

SCHEDULE "A"

A certain piece or parcel of land situated on the northwesterly side of East Aurora Street and the easterly side of land now or formerly of the Penn Central Co. (Watertown Branch) in the City of Waterbury, Conn., and being shown on a map entitled "**Map of Land of Geoffrey Etherington, II, Waterbury, Conn., Nov. 5, 1980, Rev. May 12, 1981, Scale 1" = 20"**" by the A.J. Patton Co., Surveyor, Waterbury, Conn., which map is of file in the office of the Waterbury Town Clerk. Said premises being more particularly bounded and described as follows:

Beginning at a point in the northwesterly line of East Aurora Street and the easterly line of land now or formerly of the Penn Central Co., being the southwest corner of the within described land, thence running northeasterly in the northwesterly line of East Aurora Street 481.59 feet, thence running along northerly at right angles to the last described line 12.46 feet to a point of curve, thence running northerly in a line curving to the right having a radius of 375.00 feet and a central angle of 35° 00', a distance of 229.07 feet to the point of tangency, thence running northerly and tangent to the curve 92.47 feet, thence making an interior angle of 89°54' with the last described line and running westerly 321.00 feet to land now or formerly of the Penn Central Co., thence making an interior angle of 89° 57' 30" with the last described line and running southerly in the easterly line of land now or formerly of the Penn Central Co., 593.44 feet to East Aurora Street and the point of beginning, the last described line making an interior angle of 55° 08' 30" with the first described line. Bounded:

NORTHERLY: by land now or formerly of The Bristol Flowed Gasket Company;
 EASTERLY: by land now or formerly of Harold Stein, Trustee;
 SOUTHEASTERLY by East Aurora Street;
 WESTERLY: by land now or formerly of the Penn Central Co. (Watertown Branch).

Together with terms, agreements, rights of way, rights and conditions as set forth in the deeds recorded in Volume 911, Page 605, Volume 911, Page 608, Volume 911, Page 621, Volume 911, Page 627 and Volume 911, Page 629, all of the Waterbury Land Records.

SCHEDULE B

Permitted Title Exceptions:

The Property shall be sold and conveyed by Optionor subject only to the following items:

- (1) Laws. Any and all provisions of any ordinance, municipal regulation, or public or private law, but not violations thereof.
- (2) Taxes. Real estate taxes not yet due as of the Closing, which taxes shall be adjusted as provided in Section 5 hereof.
- (3) Marketability. Any encumbrances, easements, covenants, conditions, restrictions and other exceptions of record not objected to or otherwise accepted by Optionee provided that such encumbrances, easements, covenants, conditions, restrictions or exceptions do not render title to the Property unmarketable, provided further that in determining the marketability of title, the parties agree to be bound by the current Standards of Title of the Connecticut Bar Association, wherever applicable.
- (4) Optionee's Acts. Matters created by, through or under Optionee.
- (5) Riparian Rights. Any riparian or littoral rights of others in any stream or body of water adjoining or passing through the Property.
- (6) Assessments and Improvements. Any and all assessments for municipal improvements which are or may, on or after the date of this Agreement, be levied against or become a lien on the Property, which assessments shall be adjusted as provided in Section 5 hereof.

SCHEDULE C

PROPERTY INFORMATION

1. Environmental Reports. Copies of any environmental reports and site assessments related to the Property including, without limitation, copies of any filing made with the Connecticut Department of Environmental Protection and correspondence and documents related thereto.
2. Service Contracts. A list, together with copies, of service, supply, equipment rental, and other contracts related to the operation of the Property (“Service Contracts”), including, but not limited to, HVAC, snow removal, landscaping, elevator servicing, fire alarm monitoring and testing, generator servicing, access system and cleaning contracts.
3. Surveys and Drawings. A copy of any survey or site plan relating to the Property and copies of all drawings and plans related to the improvements on the Property;
4. Licenses and Permits. Licenses and permits relating to the Property;
5. Taxes. Copies of all federal, state, local and other tax bills relating to the Property, including any special assessments, for the previous three fiscal years.
6. Operating Expenses. Detailed statement of operating expenses of the Property for the previous three fiscal years.
7. Repairs. Evidence of the history of any repairs performed relating to the Property.
8. Capital Improvements. Evidence of the history of any capital improvements made to the Property.

Photographs of Surrounding Neighborhood

Appendix B.5



Figure 1 - Subject Property (Rear/Parking Lot)



Figure 2 - Subject Property (Front)



Figure 3 - North of Subject (Subject Parking Lot, foreground)



Figure 4 - East of Subject



Figure 5 - East of Subject



Figure 6 - East of Subject (American Medical Response)



Figure 7 – Across from Subject



Figure 10 – West of Subject (Albert Bros. Inc)



Figure 9 – West of Subject



Figure 12 – East of Subject (237 East Aurora Business Park)



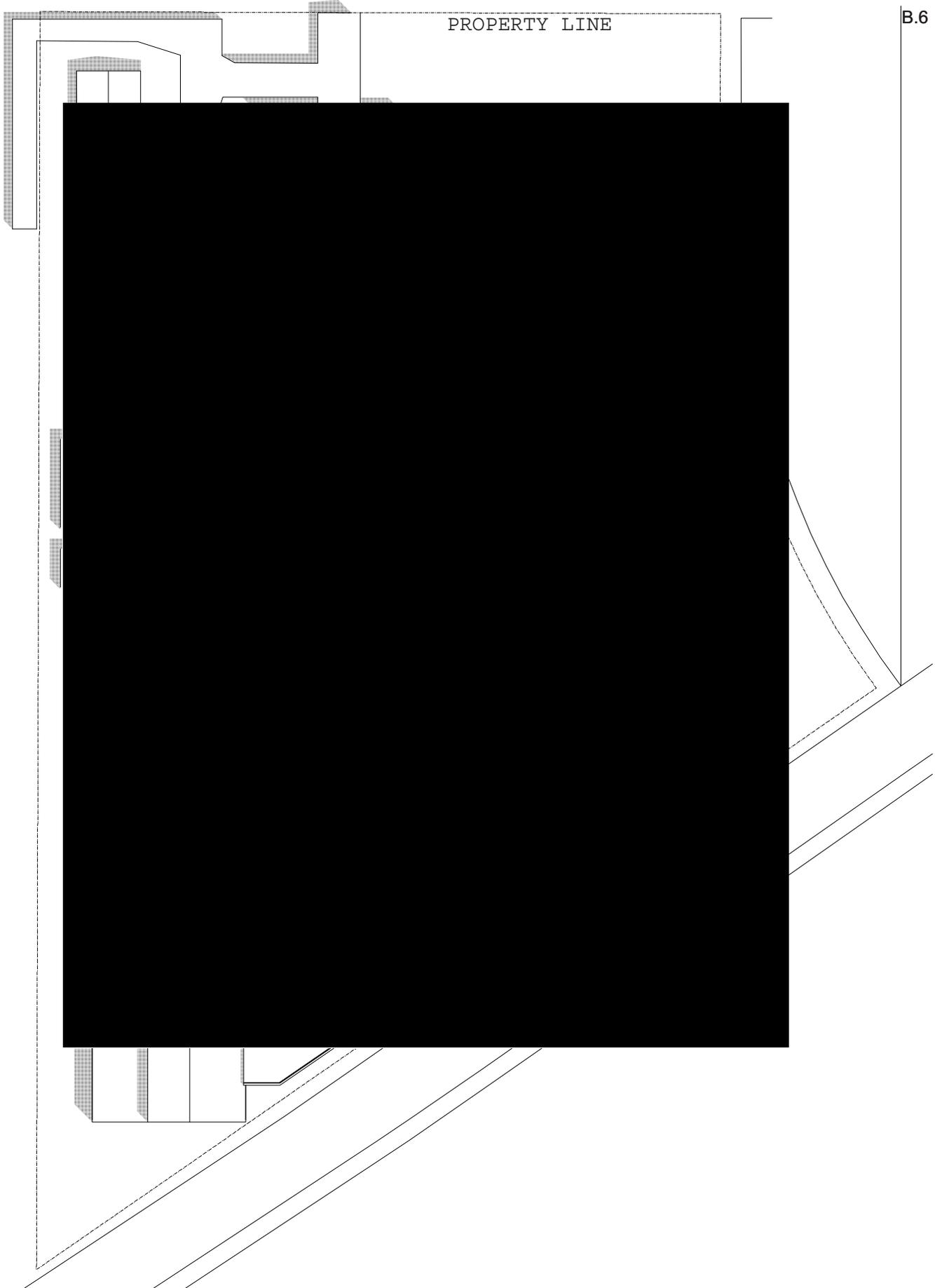
Figure 8 – West of Subject



Figure 13 – East of Subject (Intersection of East Aurora St. and Route 8 Entrance)

**Site Plan
Survey
Aerial Photograph
Property Assessment Map**

Appendix B.6



PROPERTY LINE

B.6



LOCATION MAP
(Approx. Scale: 1"=500')

MAP REFERENCES

1. Map entitled, "Map of Land of Geoffrey Eberington, II" Waterbury, Connecticut, Scale 1"=20', Dated November 5, 1980, Last Revised May 12, 1981, Prepared by A.J. Patton Co., Surveyor. Map on File in the Waterbury Town Hall.
2. Map entitled, "Boundary Survey, ALTA/ACSM Title Survey 240 East Aurora Street" Waterbury, Connecticut, Scale 1"=40', Dated May, 2001, Prepared by URS Corporation AES. Map on File in the Waterbury Town Hall.
3. Map entitled, "Lot Line Revision Map-Lots A, B and D into Lots A-S, B-R and D-4" Prepared for Halperin Real Estate, LLC, Huntington Avenue, Gear Street, Huntington Place, Waterbury, Connecticut, Scale 1"=40', Dated September 28, 2006, Prepared by Myers Associates, P.C.

GENERAL SURVEY NOTES

1. This Map Has Been Prepared Pursuant To The Regulation Of Connecticut State Agencies Section 20-300b-1 Through 20-300b-20 And The Standards For Surveys And Maps In The State Of Connecticut As Adopted By The Connecticut Association Of Land Surveyors, Inc. On Sept. 28, 1998.
2. This Survey Conforms to Horizontal Accuracy Class A-2.
3. The Type Of Survey Performed is A Limited Property / Boundary Survey, And is Intended To Be An Existing Building Location Survey.
4. Boundary Determination is Based Upon A Dependent Resurvey. (See Map References And Record Deeds.)
5. North Arrow is Based On Map Reference # 1.
6. No attempt has been made as part of this survey to obtain or depict data concerning the existence (other than what is depicted hereon), size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies prior to any construction. CALL BEFORE YOU DIG 1-800-922-4455
7. Parcel located in a IG Zone. See Zoning Regulations for Specific Setbacks and Requirements - Zone, Setbacks and Requirements are subject to the determination of the Zoning Enforcement Officer.
8. This survey was prepared for a specific purpose, any use other than that which was originally intended is a misuse of this information and renders the preparer's declaration null and void. Unauthorized alterations or additions to this survey, which bears the licensed surveyors signature and embossed seal, renders any declaration noted hereon null and void.
9. Parcel is subject to terms, agreements, rights of way and conditions as set forth in the deeds recorded in Volume 911, Page 605, Volume 911, Page 608, Volume 911, Page 621, Volume 911, Page 627, Volume 911, Page 629 and right to The Connecticut Light & Power Company Volume 917, Page 213 of the Waterbury Land Records.
10. Total Parcel Area = 3.7 Acres.

n/f
240 Connecticut, LLC
Vol. 7073, Page 1
240 East Aurora Street

Iron Pin
(Fnd. 0.74' From Property Corner)
23302

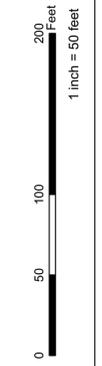
To the best of my knowledge and belief this map is substantially correct as noted hereon

MICHAEL J. O'BRYEN L.S. # 18464
This Map is NOT VALID without a LIVE SIGNATURE and EMBOSSED SEAL.

MAP OF PROPERTY PREPARED FOR	
172 EAST AURORA STREET, LLC	
182 EAST AURORA STREET WATERBURY, CONNECTICUT	
SCALE: 1"= 40'	DATE: OCTOBER 22, 2013
MAP# A4089	SEARCH 4852
FB/PG S41/74	DRAWING 132306
NOWAKOWSKI - O'BRYEN - KANE, ASSOCIATES CIVIL ENGINEERING & LAND SURVEYING 415 HOME AVENUE SHELTON, CONNECTICUT 06484 PHONE: (203) 924-7745 FAX: (203) 924-7526 <i>Records Office 1990</i>	
DATE:	DESCRIPTION
REVISIONS	



142	143	144
159	160	161
176	177	178



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City of Waterbury, Connecticut Property Assessment Map

Assessor's Tax Map Grid
 Property Boundary (OTI Map)
 2006 AT&T Aerial Photography

Lot Number
 29
 Block Number
 14
 Property Acreage
 0.27 Ac
 Map-Lot Number (OTI Map)
 322.11

City of Waterbury
Assessor's Department

Map #
160

Map #
160



142	143	144
159	160	161
176	177	178

Map #
160

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City of Waterbury, Connecticut
Property Assessment Map

- Water Features
- Assessor Tax Map Grid
- Lot Number
- Block Number
- Property Boundary (OT Map)
- Buildings
- Edge of Road

Map #
160

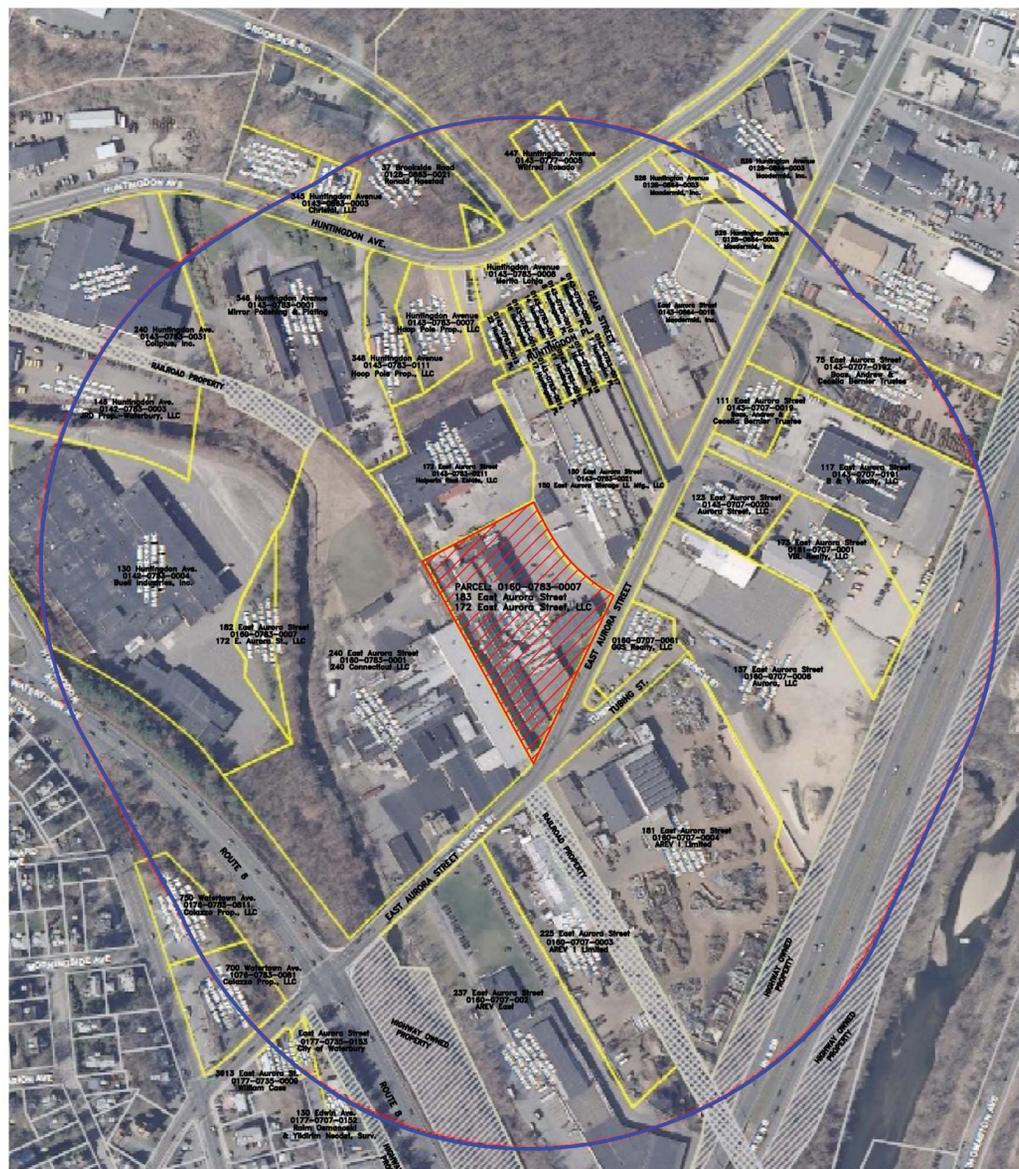


City of Waterbury
Assessor's Department

Confidential

Adjoining Owners within 1,000 feet List and Map

Appendix B.7



MBL	LOCATION	OWNER	PRIMARY USE	MAILADDR	MAILCITY	MAILSTATE	MAILZIP	VOLUME	PAGE	ACRES
0128-0777-0041	BROOKSIDE RD	MACDERMID INC	Ind Vac Land (3-1)	245 FREIGHT ST	WATERBURY	CT	067021815	950	507	30.35
0128-0863-0021	37 BROOKSIDE RD	HAESTAD RONALD J	Research & Development	37 BROOKSIDE RD	WATERBURY	CT	067081499	1296	59	3.46
0128-0864-0003	526 HUNTINGDON AVE	MACDERMID INC	Light Industrial	245 FREIGHT ST	WATERBURY	CT	067021815	630	149	3.45
0128-0864-0003	526 HUNTINGDON AVE	MACDERMID INC	Light Industrial	245 FREIGHT ST	WATERBURY	CT	067021815	630	149	3.45
0128-0864-0003	526 HUNTINGDON AVE	MACDERMID INC	Light Industrial	245 FREIGHT ST	WATERBURY	CT	067021815	630	149	3.45
0128-0864-0003	526 HUNTINGDON AVE	MACDERMID INC	Light Industrial	245 FREIGHT ST	WATERBURY	CT	067021815	630	149	3.45
0142-0783-0003	146 HUNTINGDON AVE	JRD PROPERTIES-WATERBURY LLC	Light Industrial	17 DINUNZIO RD	OAKVILLE	CT	06779	6322	172	4.39
0142-0783-0004	130 HUNTINGDON AVE	BUELL INDUSTRIES INC	Light Industrial	3600 WEST LAKE AVE	GLENVIEW	IL	600261215	2639	18	12.7
0142-0783-0031	240 HUNTINGDON AVE	COILPLUS INC	Light Industrial	240 HUNTINGDON AVE	WATERBURY	CT	06708	6861	256	4.56
0143-0707-0019	111 EAST AURORA ST	BOAS ANDREW M & CECELIA A BERNIER TRUSTE	Com Vac Land-Cemeteries	581 OLD SHERMAN HILL	WOODBURY	CT	06798	4019	100	0.86
0143-0707-0020	123 EAST AURORA ST	123 EAST AURORA STREET LLC	Storage Warehouse	123 EAST AURORA ST	WATERBURY	CT	067082092	6710	288	0.87
0143-0707-0191	117 EAST AURORA ST	B & V REALTY LLC	Storage Warehouse	109 NICHOLS DR	WATERBURY	CT	067080000	3524	192	1.17
0143-0707-0192	75 EAST AURORA ST	BOAS ANDREW M & CECELIA A BERNIER TRUSTE	Storage Warehouse	581 OLD SHERMAN HILL	WOODBURY	CT	06798	4019	103	3.16
0143-0777-0005	447 HUNTINGDON AVE	ROSADO WILFREDO	Residential	447 HUNTINGDON AVE	WATERBURY	CT	06708	5927	298	0.69
0143-0783-0001	346 HUNTINGDON AVE	MIRROR POLISHING & PLATING	Light Industrial	346 HUNTINGDON AVE	WATERBURY	CT	067081419	1806	329	6.66
0143-0783-0006	HUNTINGDON AVE	CITY OF WATERBURY	Ind Vac Land (3-1)	235 GRAND ST	WATERBURY	CT	06702	403	251	0.01
0143-0783-0007	HUNTINGDON AVE	HOOP POLE PROPERTIES LLC	Ind Vac Land (5-3)	106 HOOP POLE HILL RD	WOODBURY	CT	06798	6008	309	0.98
0143-0783-0008	HUNTINGDON AVE	LOHJA MERITA	Ind Vac Land (5-3)	938 BLACK ROCK TPKE	FAIRFIELD	CT	06825	6983	110	0.75
0143-0783-0009	4 HUNTINGDON PL	CRONIN DENNIS C & LINDA L SURV	Residential	4 HUNTINGDON PL	WATERBURY	CT	067082019	1277	42	0.14
0143-0783-0010	8 HUNTINGDON PL	KONDASH PAUL J & STEPHEN F (TC)	Residential	8 HUNTINGDON PL	WATERBURY	CT	06708	5729	89	0.14
0143-0783-0011	14 HUNTINGDON PL	PESCETELLI DAVID W JR	Residential	14 HUNTINGDON PL	WATERBURY	CT	06708	5427	216	0.14
0143-0783-0012	18 HUNTINGDON PL	LOHJA MERITA	Residential	938 BLACK ROCK TURNPIKE	FAIRFIELD	CT	06825	6983	108	0.14
0143-0783-0013	22 HUNTINGDON PL	PHILLIPS JOAN C	Residential	22 HUNTINGDON PL	WATERBURY	CT	067080000	4164	148	0.22
0143-0783-0014	17 HUNTINGDON PL	GRIMSLEY EDNA P	Residential	17 HUNTINGDON PL	WATERBURY	CT	067082019	1581	290	0.14
0143-0783-0015	11 HUNTINGDON PL	ELAHMAD RAGHEB	Residential	11 HUNTINGDON PL	WATERBURY	CT	06702	7036	54	0.14
0143-0783-0016	7 HUNTINGDON PL	JACQUES DAVID & LORI ANN SURV	Residential	7 HUNTINGDON PL	WATERBURY	CT	067082019	3394	235	0.14
0143-0783-0017	1 HUNTINGDON PL	BROUSSEAU BEVERLY E	Residential	1 HUNTINGDON PL	WATERBURY	CT	067082019	6582	221	0.14
0143-0783-0021	150 EAST AURORA ST	150 EAST AURORA STORAGE AND LIGHT MFG LL	Light Industrial	25350 BUDDE RD	SPRING	TX	77380	5612	341	2.52
0143-0783-0111	348 HUNTINGDON AVE	HOOP POLE PROPERTIES LLC	Discount Store	106 HOOP POLE HILL RD	WOODBURY	CT	06798	4676	56	0.85
0143-0783-0211	172 EAST AURORA ST	HALPERIN REAL ESTATE LLC	Light Industrial	172 EAST AURORA ST	WATERBURY	CT	067082024	3354	337	3.46
0143-0863-0002	327 HUNTINGDON AVE	327 HUNTINGDON AVENUE LLC	Storage Warehouse	327 HUNTINGDON AVE	WATERBURY	CT	06708	6597	143	0.81
0143-0863-0003	345 HUNTINGDON AVE	CHRISTAL LLC	Apartment House	P O BOX 373	MIDDLEBURY	CT	06762	4429	1	0.29
0143-0863-0004	407 HUNTINGDON AVE	MALLEY MARIA L GERVAISE	Residential	407 HUNTINGDON AVE	WATERBURY	CT	06708	7041	298	0.16
0143-0864-0018	EAST AURORA ST	MACDERMID INC	Light Industrial	245 FREIGHT ST	WATERBURY	CT	067021815	1297	286	4.01
0144-0707-0002	51 EAST AURORA ST	BOAS ANDREW M & CECELIA A	Storage Warehouse	581 OLD SHERMAN HILL RD	WOODBURY	CT	06798	4019	103	4.58
0160-0707-0002	237 EAST AURORA ST	AREV EAST AURORA STREET	Light Industrial	PO BOX 151	WATERBURY	CT	06720	4192	20	3.37
0160-0707-0003	225 EAST AURORA ST	AREV I LIMITED PARTNERSHIP	Light Industrial	PO BOX 151	WATERBURY	CT	06720	2852	116	2.85
0160-0707-0004	181 EAST AURORA ST	AREV I LIMITED PARTNERSHIP	Light Industrial	PO BOX 151	WATERBURY	CT	06720	2852	116	6.78
0160-0707-0006	137 EAST AURORA ST	137 EAST AURORA LLC	Storage Warehouse	109 NICHOLS DR	WATERBURY	CT	067084799	3184	337	6.08
0160-0707-0061	EAST AURORA ST	GGG REALTY LLC	Ind Vac Land (5-3)	352 PARK RD	WATERBURY	CT	06708	6231	96	0.58
0160-0783-0001	240 EAST AURORA ST	240 CONNECTICUT LLC	Light Industrial	225 EAST AURORA ST	WATERBURY	CT	06708	7073	1	10.6
0160-0783-0007	182 EAST AURORA ST	172 EAST AURORA STREET LLC	Light Industrial	280 HARTFORD AVE	NEWINGTON	CT	06111	5801	170	3.24
0160-0783-0007	182 EAST AURORA ST	172 EAST AURORA STREET LLC	Light Industrial	280 HARTFORD AVE	NEWINGTON	CT	06111	5801	170	3.24
0161-0707-0001	173 EAST AURORA ST	VBL REALTY LLC	Storage Warehouse	109 NICHOLS DR	WATERBURY	CT	067084799	3554	81	1.71
0176-0783-0081	700 WATERTOWN AVE	CAIAZZO PROPERTIES LLC	Retail Store	572 WATERTOWN AVE	WATERBURY	CT	06708	6631	146	1.35
0176-0783-0811	750 WATERTOWN AVE	CAIAZZO PROPERTIES LLC	Neighborhood Shopping Center	572 WATERTOWN AVE	WATERBURY	CT	06708	6631	146	1
0177-0707-0152	130 EDWIN AVE	OSMANOSKI RAIM & NECDET YILDIRIM SURV	Service Garage	130 EDWIN AVE	WATERBURY	CT	06708	6895	110	0.27
0177-0735-0009	313 EAST AURORA ST	CASS WILLIAM J	Service Garage	492 COLONIAL AVE	WATERBURY	CT	067041313	1188	14	0.29
0177-0735-0153	EAST AURORA ST	CITY OF WATERBURY	Ind Vac Land (3-1)	235 GRAND ST	WATERBURY	CT	06702			0.15

ADJOINING OWNERS LIST WITHIN 1,000 FT.
 PREPARED FOR
182 EAST AURORA STREET
 173 EAST AURORA STREET
 WATERBURY, CONNECTICUT
 SCALE: 1"= 200' DATE: OCTOBER 21, 2013

MAP# A-4088 SEARCH 4852 FB/PG 000/00 DRAWING 132306

CIVIL ENGINEERING
NOK
 LAND SURVEYING

NOWAKOWSKI - O'BYMACHOW - KANE, ASSOCIATES
 CIVIL ENGINEERING & LAND SURVEYING
 415 HOME AVENUE
 SHELTON, CONNECTICUT 06484
 PHONE: (203) 924-7745 FAX: (203) 924-7528
Records Since 1920

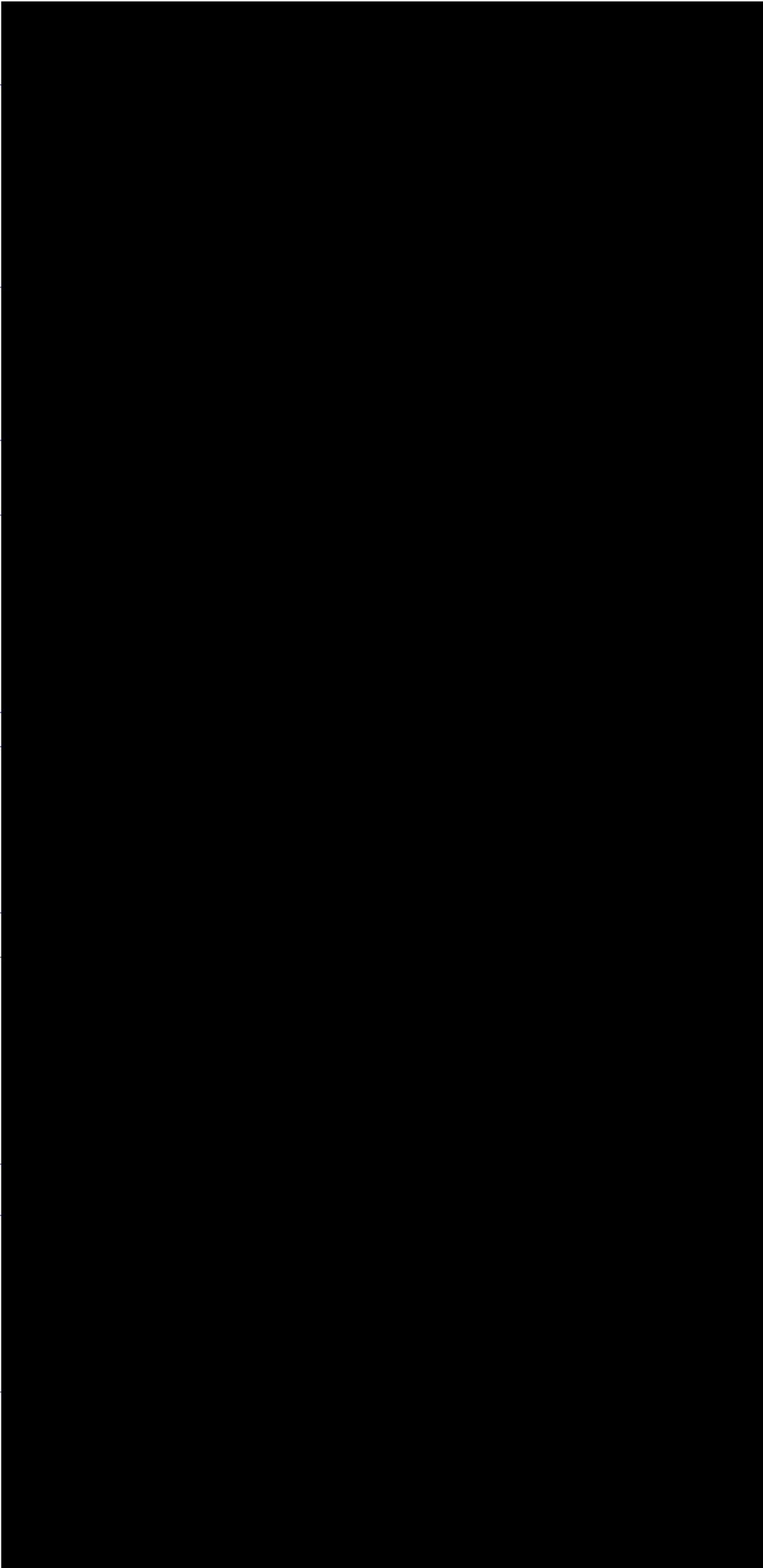
**Camera Layout
Alarm Layout
Bio-Metric Layout
Production Plan
Blueprint**

Appendix B.8

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A A A
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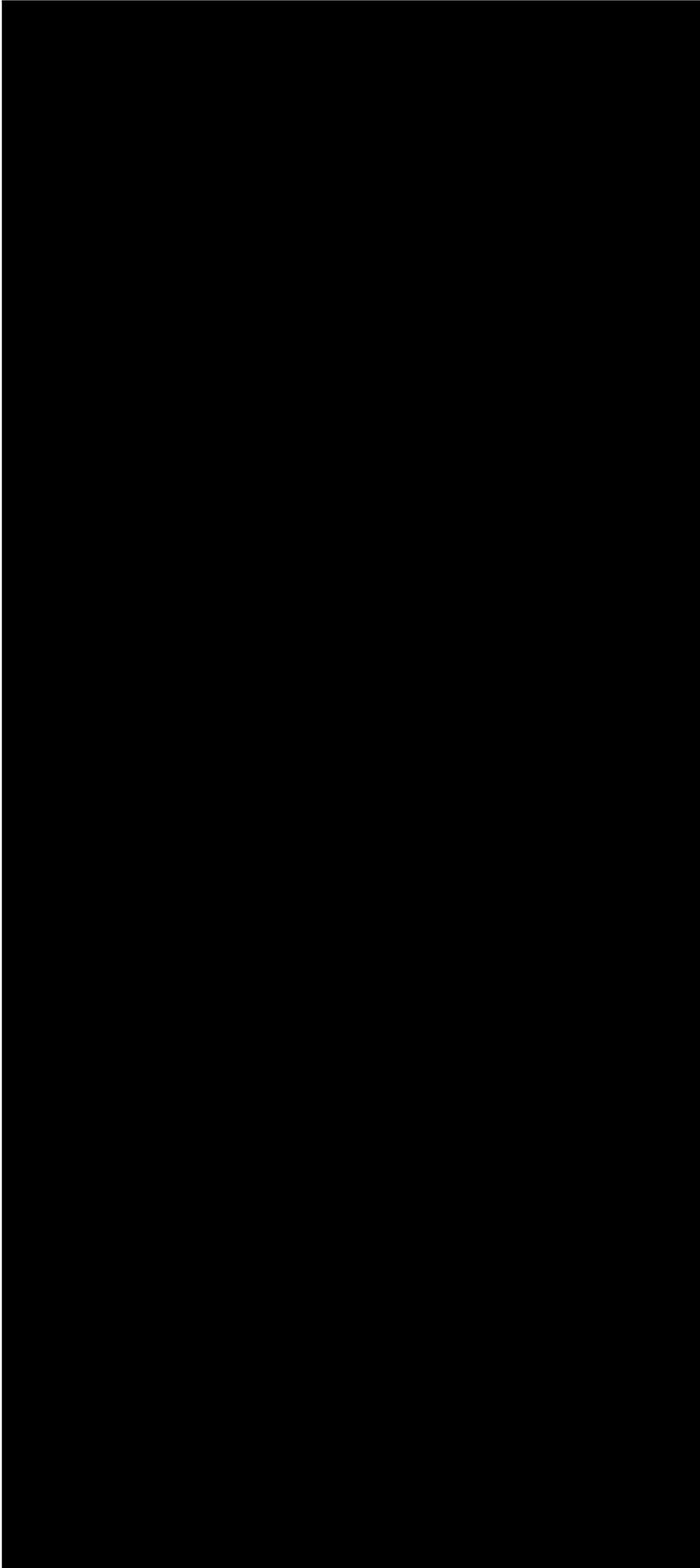
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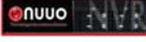




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SYMBOL LEGEND

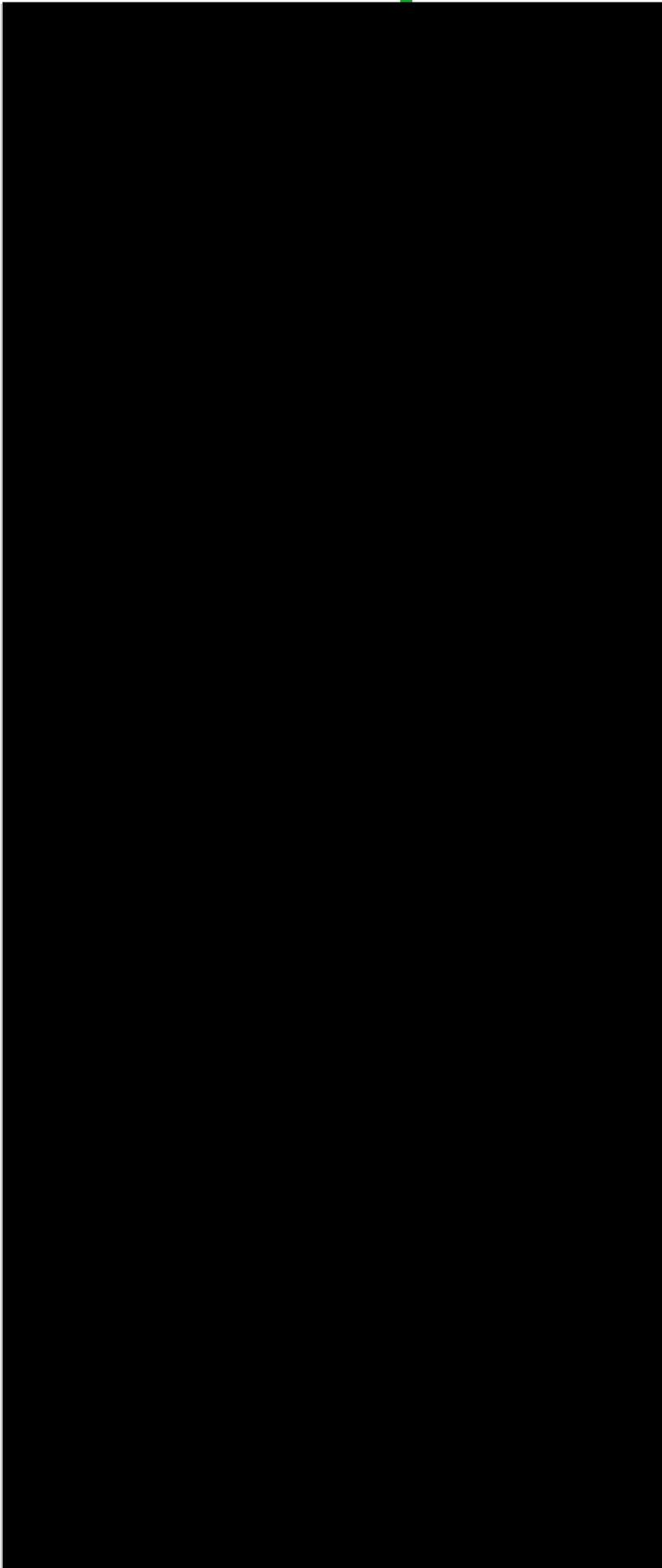
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	MEDICAL MARIJUANA FINISHING/STORAGE ROOMS
	MEDICAL MARIJUANA AUXILIARY PROCESSING ROOMS
	RESTRICTED ACCESS CORRIDOR
	LIMITED ACCESS CORRIDOR
	GUEST ACCESS ZONE
	ADMINISTRATIVE/SECURITY SUPPORT ROOMS
	STORAGE/UTILITY ROOMS

	RED NUUO NETWORK VIDEO RECORDER NVR-SYSTEM 1
	BLUE NUUO NETWORK VIDEO RECORDER NVR-SYSTEM 2
	45° PAN/TILT/ZOOM CAMERA CEILING MOUNT
	360° CAMERA CEILING MOUNT
	180° CAMERA WALL MOUNT
	105° CAMERA CORNER MOUNT
	105° CAMERA CEILING MOUNT
	77° CAMERA OUTDOOR MOUNT

	ACCESS CONTROLLED DOOR SYSTEM		BIO-METRIC POS ACCESS
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	SECURITY PANEL		DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD		WALL MOTION
	CEILING MOTION		



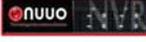




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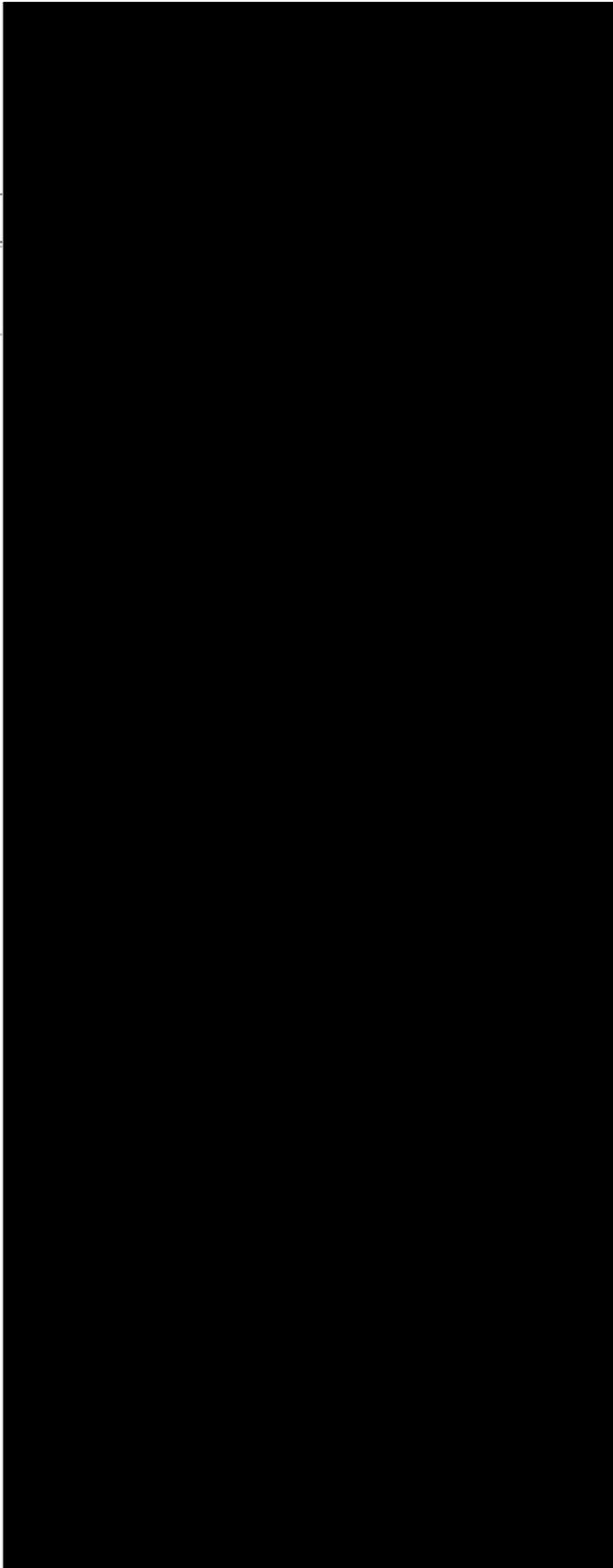
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	105° CAMERA CEILING MOUNT
	77° CAMERA OUTDOOR MOUNT

	ACCESS CONTROLLED DOOR SYSTEM		BIO-METRIC POS ACCESS
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	SECURITY PANEL		DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD		WALL MOTION
	CEILING MOTION		



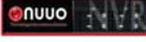




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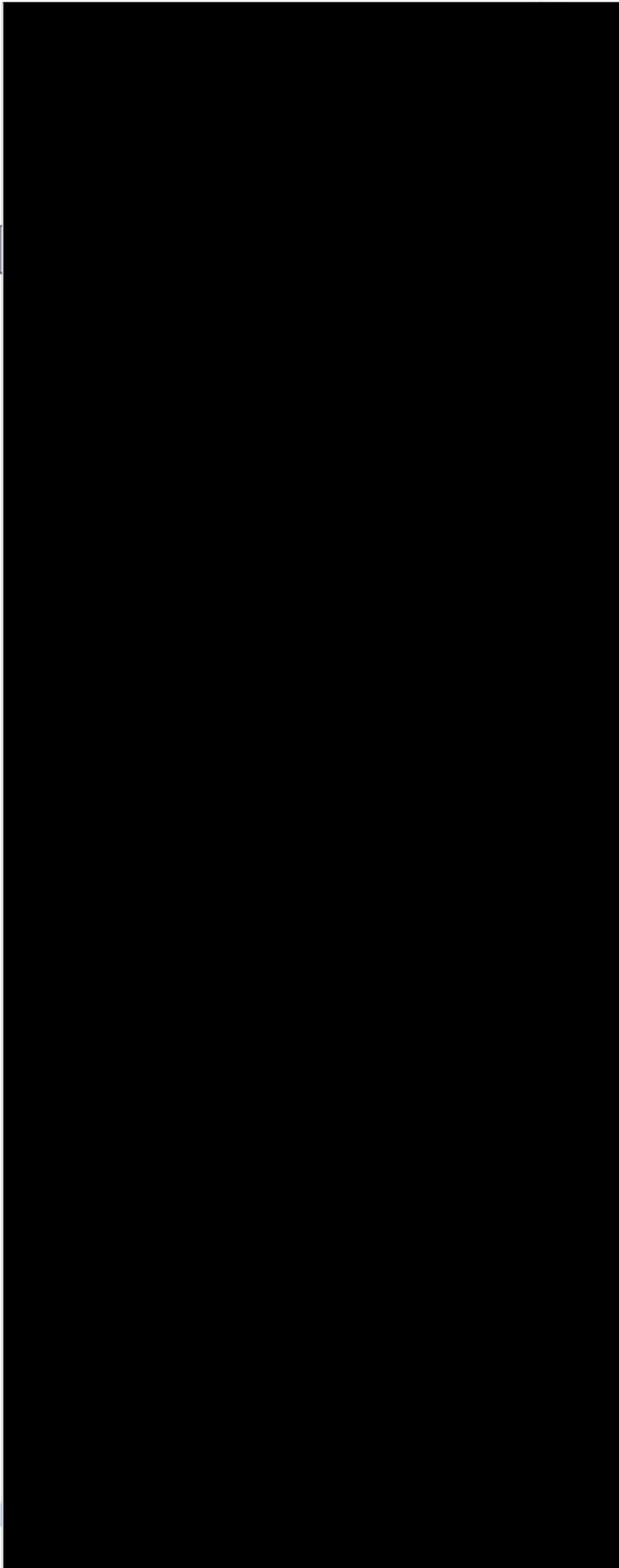
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	ACCESS CONTROLLED DOOR SYSTEM		BIO-METRIC POS ACCESS
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	SECURITY PANEL		DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD		WALL MOTION
	CEILING MOTION		







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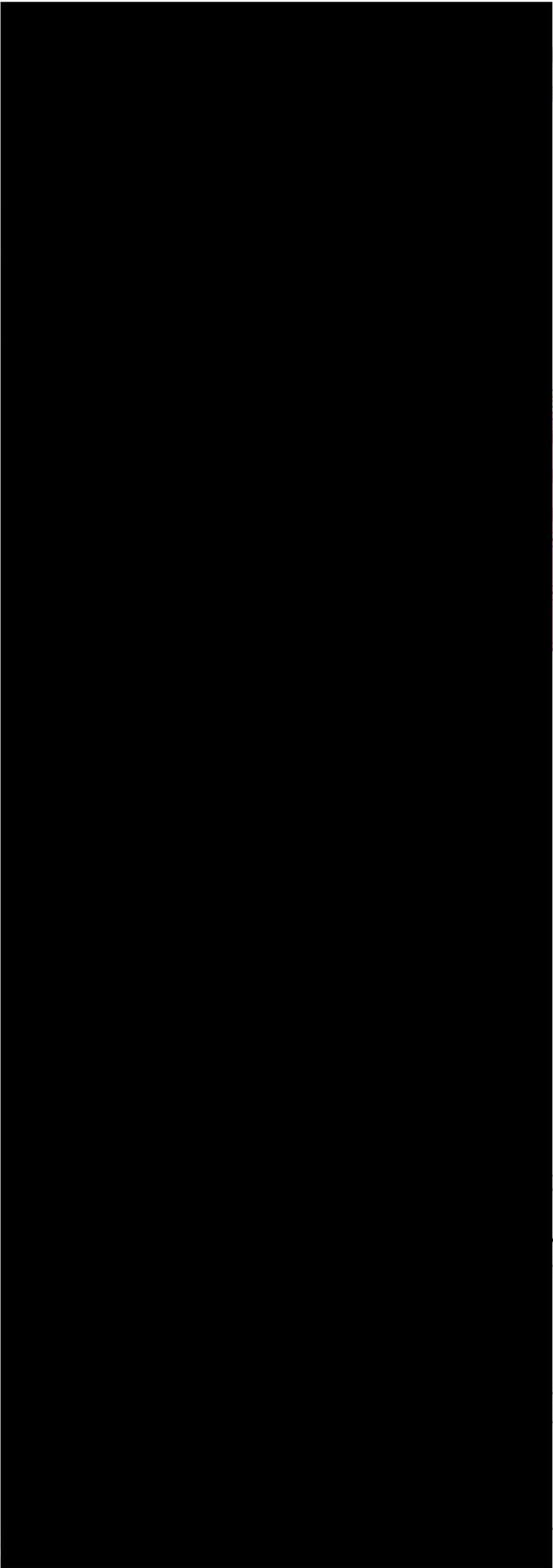
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	77° CAMERA OUTDOOR MOUNT

	
ACCESS CONTROLLED DOOR SYSTEM	BIO-METRIC POS ACCESS

		
SECURITY PANEL	DOOR CONTACT & WINDOW CONTACT	
		
ALARM KEYPAD	WALL MOTION	CEILING MOTION



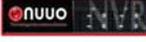




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SYMBOL LEGEND

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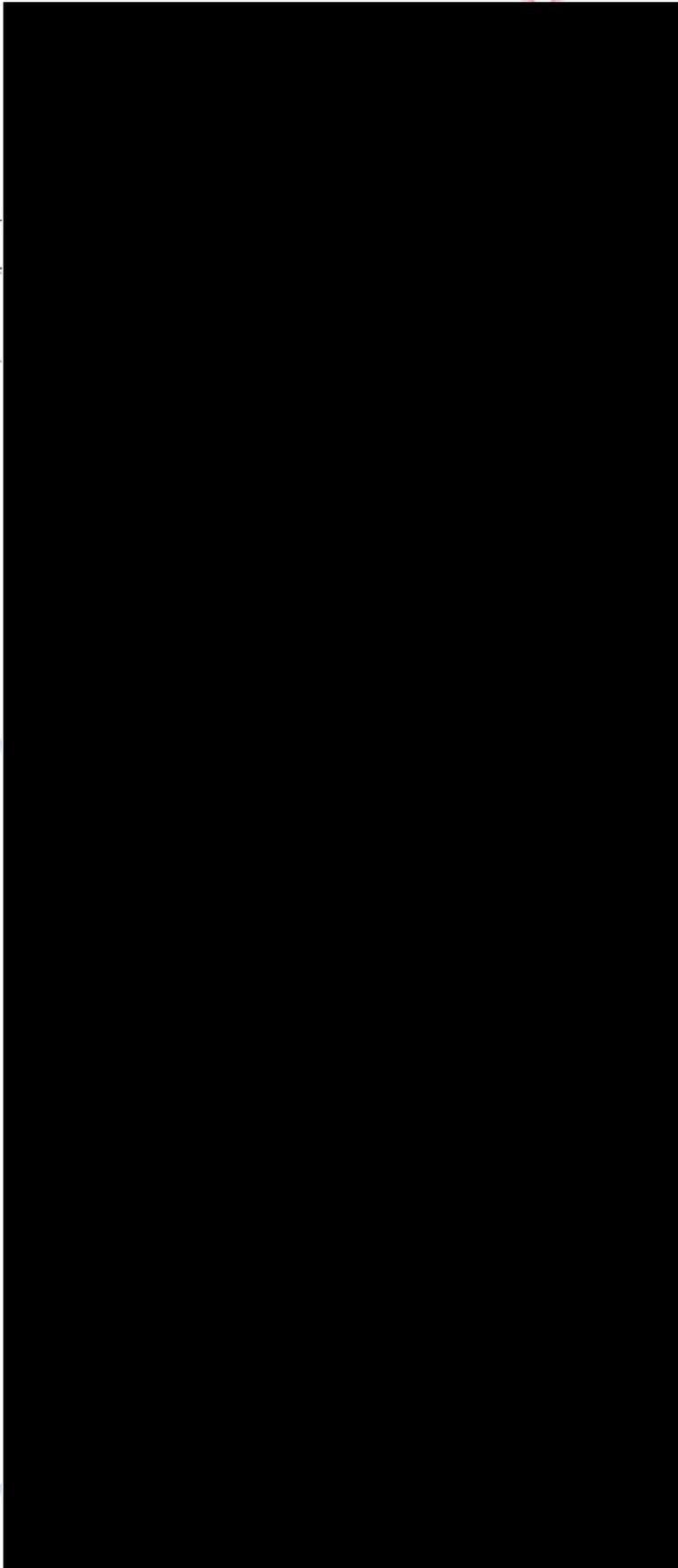
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	BLUE NUUO NETWORK VIDEO RECORDER NVR-SYSTEM 2
	45° PAN/TILT/ZOOM CAMERA CEILING MOUNT
	360° CAMERA CEILING MOUNT
	180° CAMERA WALL MOUNT
	105° CAMERA CORNER MOUNT
	105° CAMERA CEILING MOUNT
	77° CAMERA OUTDOOR MOUNT

	ACCESS CONTROLLED DOOR SYSTEM		BIO-METRIC POS ACCESS
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	SECURITY PANEL		DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD		WALL MOTION
	CEILING MOTION		









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SYMBOL LEGEND

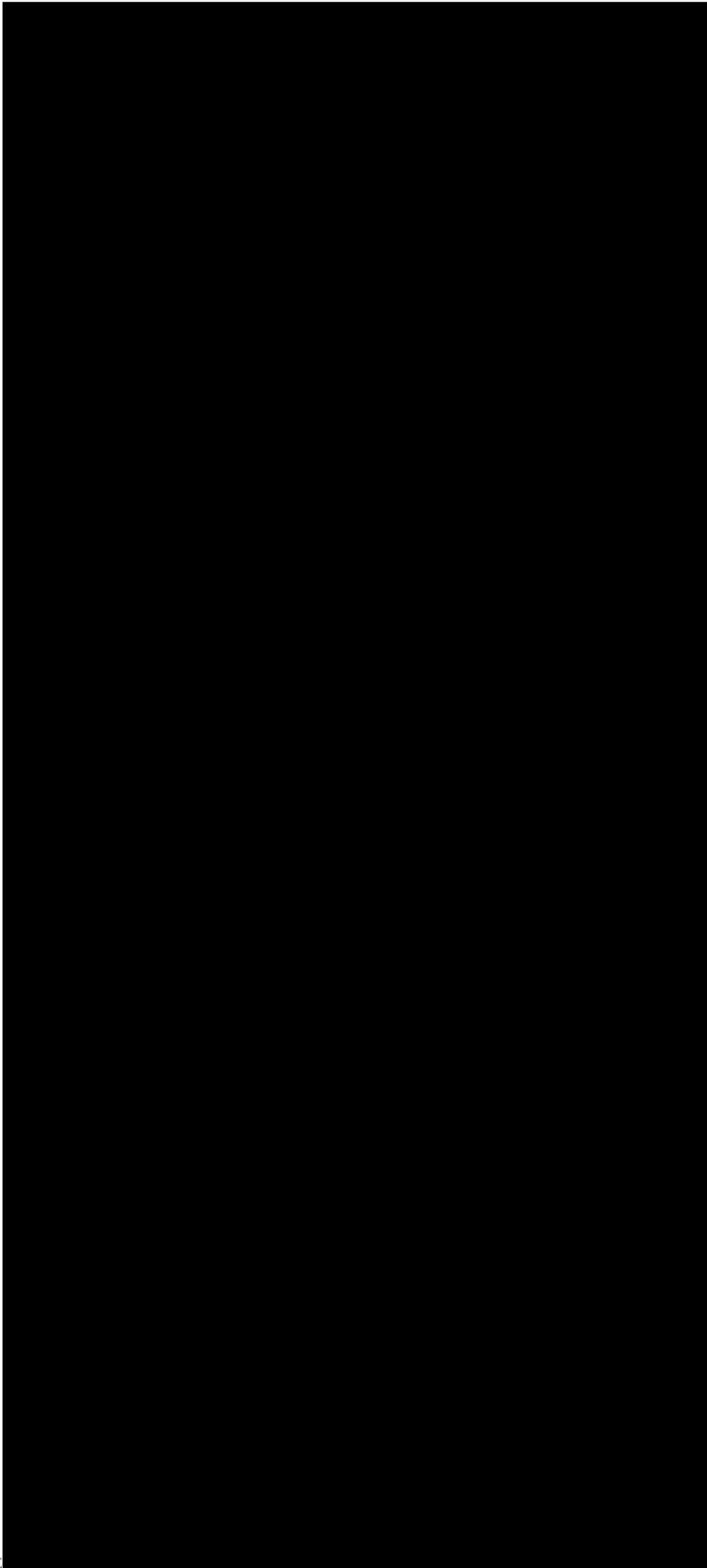
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	ACCESS CONTROLLED DOOR SYSTEM
	BIO-METRIC POS ACCESS

	SECURITY PANEL
	DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD
	WALL MOTION
	CEILING MOTION



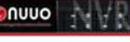




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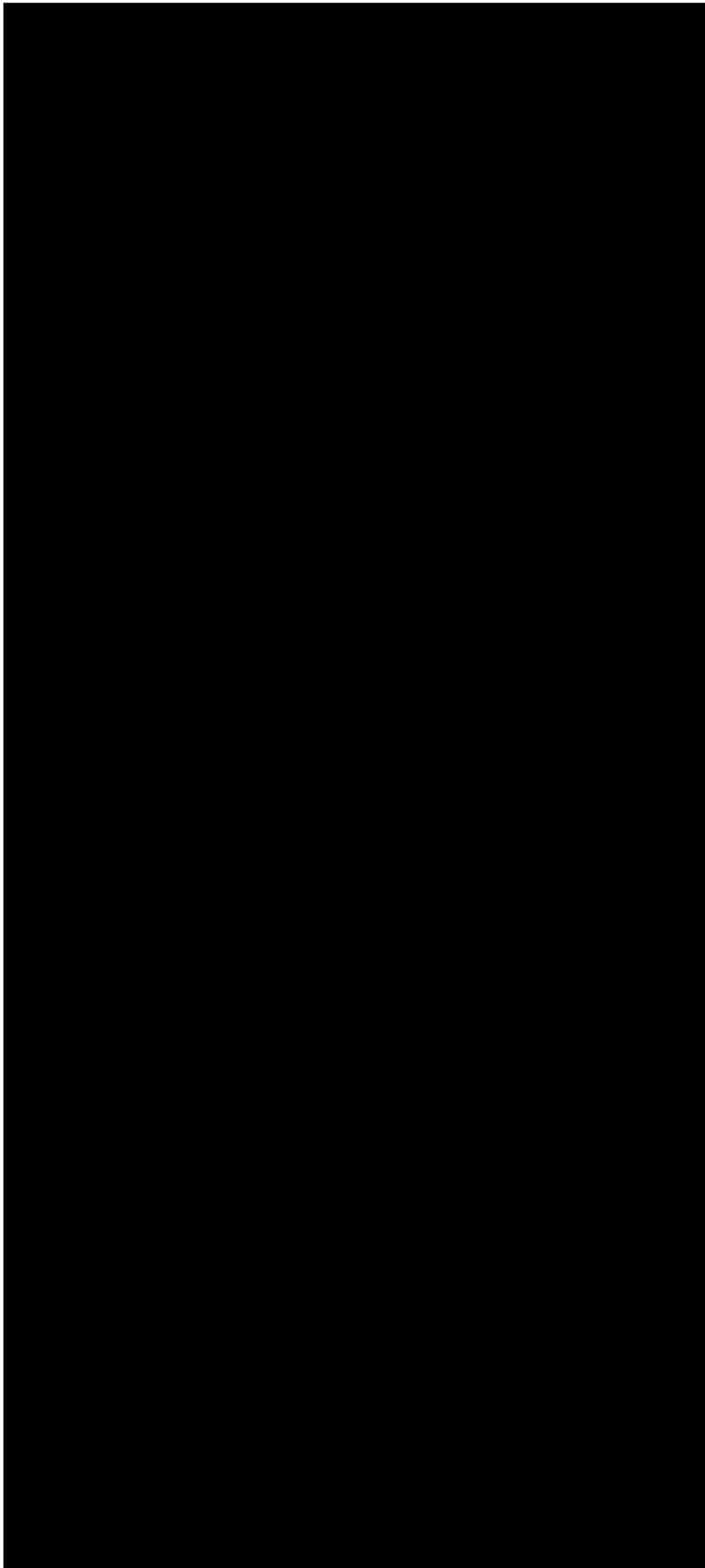
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	ACCESS CONTROLLED DOOR SYSTEM
	BIO-METRIC POS ACCESS

	SECURITY PANEL
	DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD
	WALL MOTION
	CEILING MOTION







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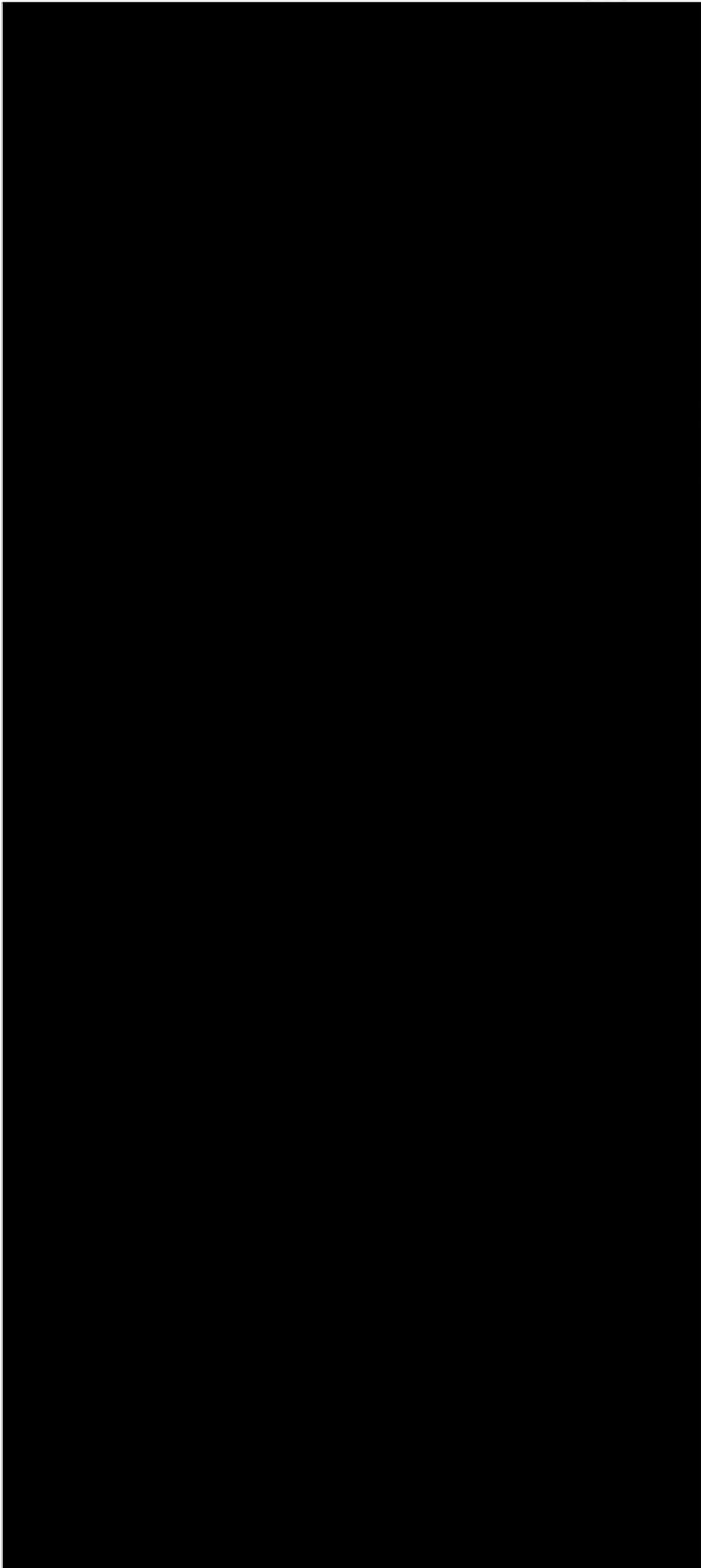
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	ACCESS CONTROLLED DOOR SYSTEM		BIO-METRIC POS ACCESS
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	SECURITY PANEL		DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD		WALL MOTION
	CEILING MOTION		



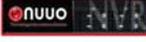




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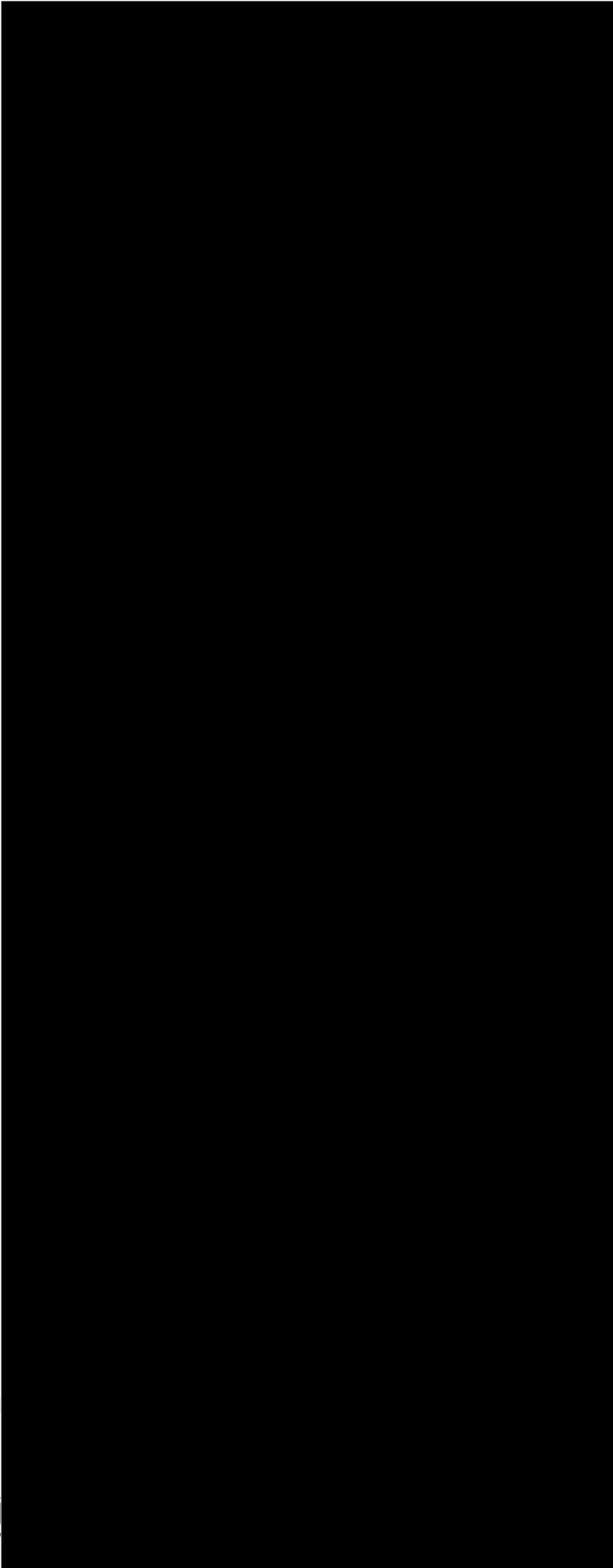
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	ALARM KEYPAD		WALL MOTION
	CEILING MOTION		



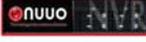




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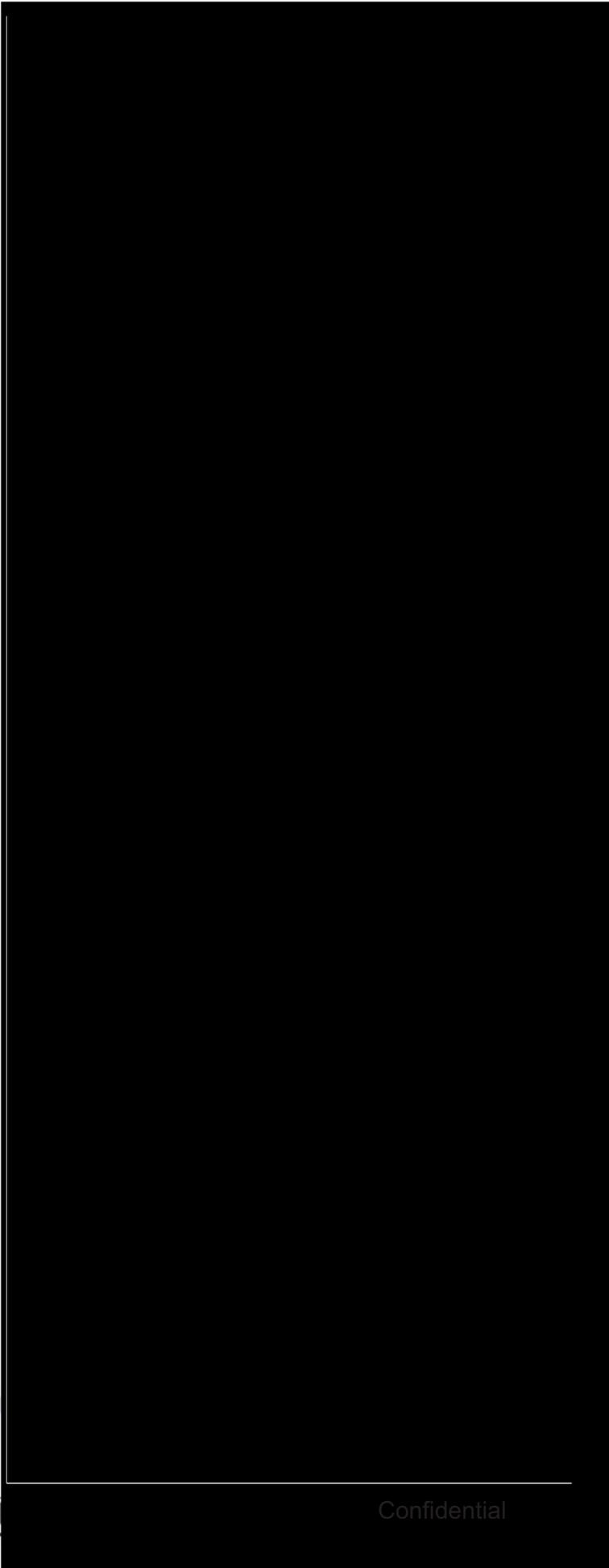
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	CEILING MOTION		





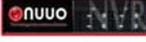




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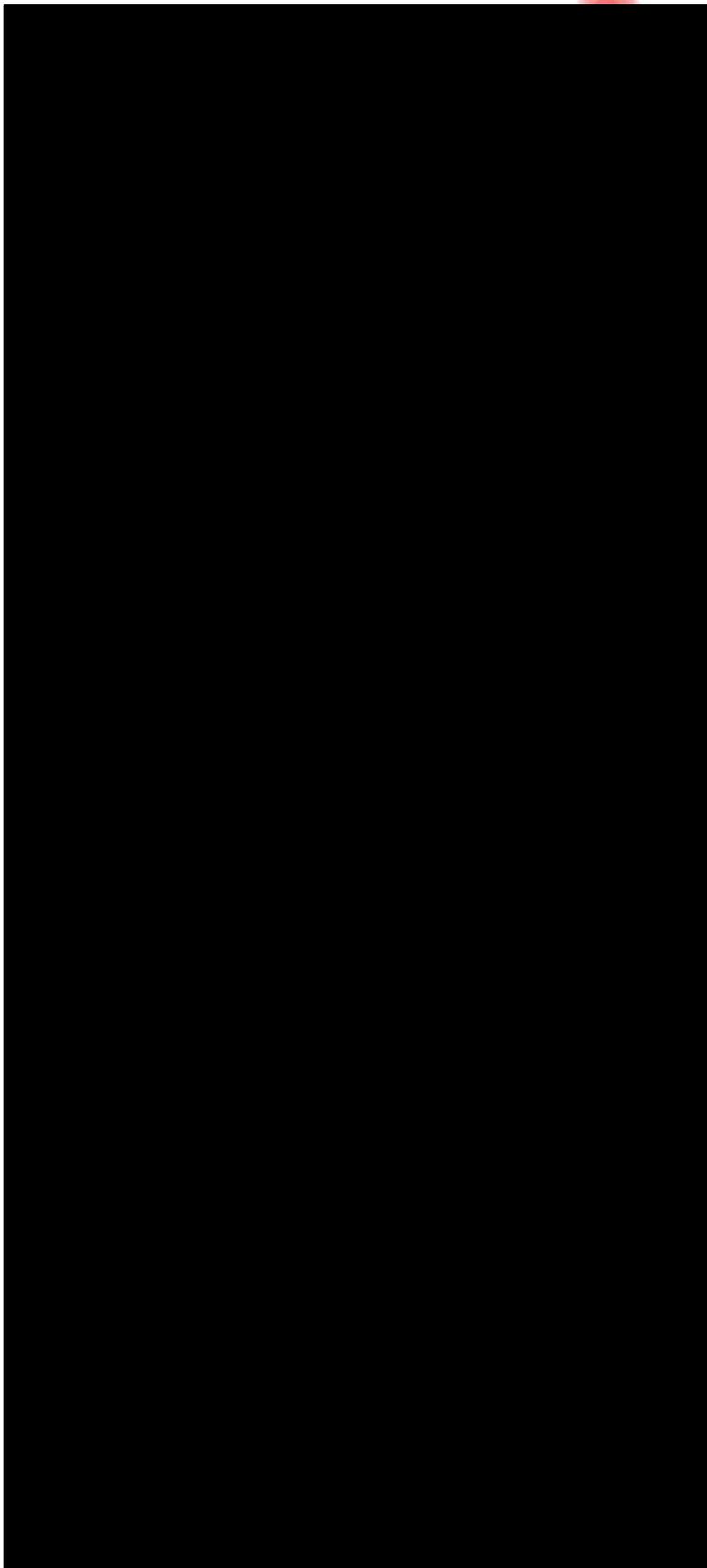
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	CEILING MOTION		





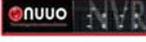




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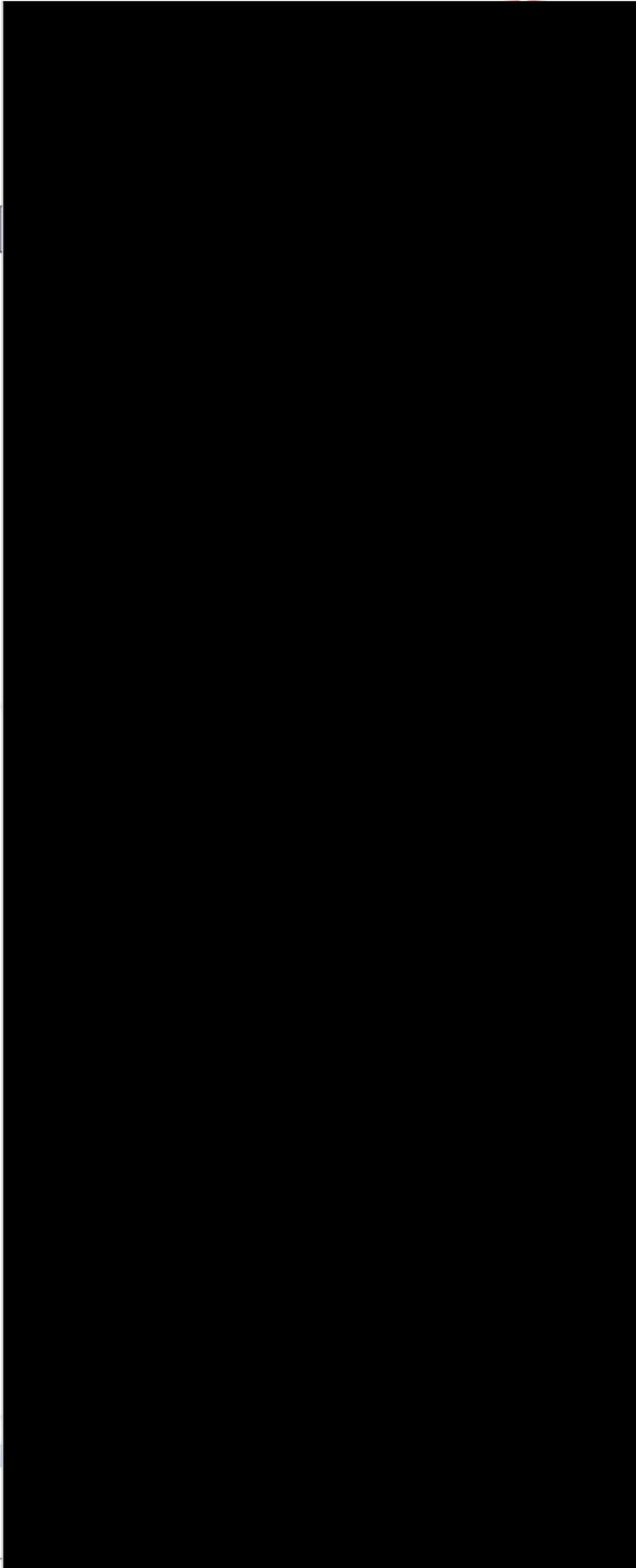
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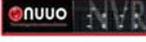




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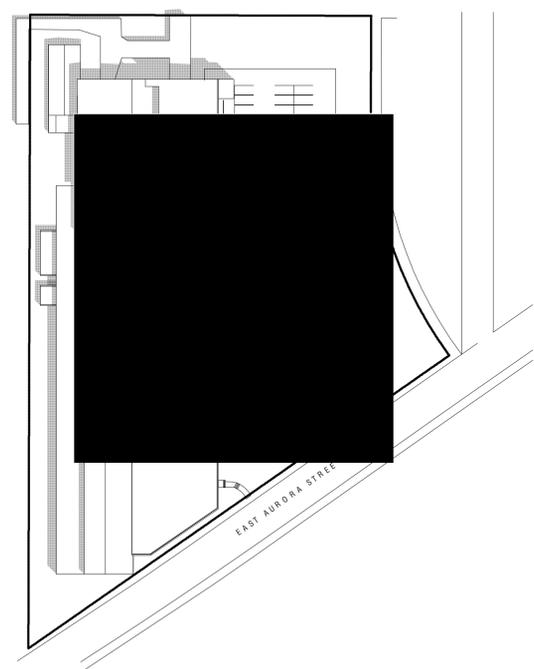
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	SECURITY PANEL		DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD		WALL MOTION
	CEILING MOTION		



1 2 3 4 5 6



182 EAST AURORA ST

WATERBURY, CT

LIST OF DRAWINGS:

- T1 COVER SHEET
- S-1 SURVEY
- S-2 ADJOINERS LIST
- AS-1 ARCHITECTURAL SITE PLAN
- AS-2 PARKING
- D-1 PARTIAL DEMOLITION 1 / PRODUCTION AREA A
- D-2 PARTIAL DEMOLITION 2 / PRODUCTION AREA B
- D-3 PARTIAL DEMOLITION 3 / PRODUCTION AREA C
- D-4 PARTIAL DEMOLITION 4 / PRODUCTION AREA D
- D-5 PRODUCTION AREA SECOND FLOOR EXISTING / NO WORK
- D-6 PARTIAL DEMOLITION DISPENSERY FIRST AND SECOND FLOOR
- A-100 PROPOSED PRODUCTION AREA A
- A-101 PROPOSED PRODUCTION AREA B
- A-102 PROPOSED PRODUCTION AREA C
- A-103 PROPOSED PRODUCTION AREA D
- A-104 PROPOSED DISPENSERY

- A-200 PROPOSED EXTERIOR ELEVATIONS
- A-201 PROPOSED EXTERIOR ELEVATIONS
- A-202 PROPOSED EXTERIOR ELEVATIONS
- A-300 BUILDING SECTIONS
- A-301 BUILDING SECTIONS
- A-302 BUILDING SECTIONS
- A-600 GENERAL SCHEDULES



LOCATION MAP

- GENERAL NOTES**
1. Intent of documents is to show new construction only. Provide all required demolition and remove only those existing items as required to accomplish the new construction as shown. Retain or relocate those items not shown removed or where called for to be relocated.
 2. Existing drawings shall not be deemed to show all existing conditions and shall not substitute for field visits, they are only to aid in the understanding of the new work.
 3. Verify all field conditions prior to execution of the work and notify the Architect if there are discrepancies or unsatisfactory existing conditions.
 4. Provide all temporary bracing, shoring, forms, etc. Provide all required temporary enclosures to protect the new and existing construction materials and equipment from the weather and to protect the unaltered area from the dust and dirt of construction.
 5. The contractor shall repair at his own expense any damages occurring from the new work due to exposure to weather or his manners or methods of construction.
 6. For all guarantees and warranties see the specifications.
 7. Provide all required cutting, fitting, and patching for the mechanical and electrical trades.
 8. Provide all miscellaneous rough and finish carpentry, headers, lintels, blocking, furring, trimming etc. as might be required.
 9. All dimensions shown are to rough surfaces not finished, unless otherwise noted.
 10. Provide all required plumbing, vent and electrical connections for all appliances.
 11. All work shall conform to local, state and national codes.

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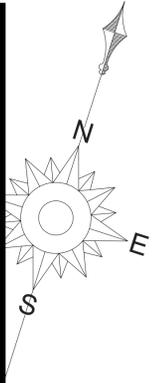
182 EAST AURORA ST
 WATERBURY, CT

Drawing Title: COVER PAGE		Scale: NA
Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No.: T1

NOTE: DO NOT SCALE DRAWINGS

1 2 3 4 5 6

A
B
C
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P A R K I N G

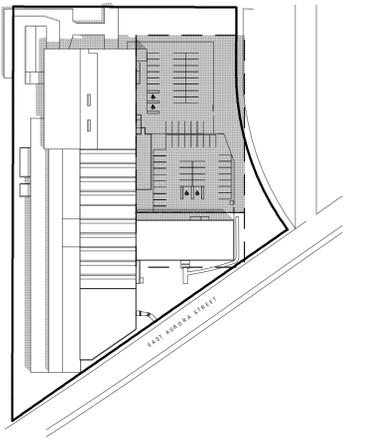
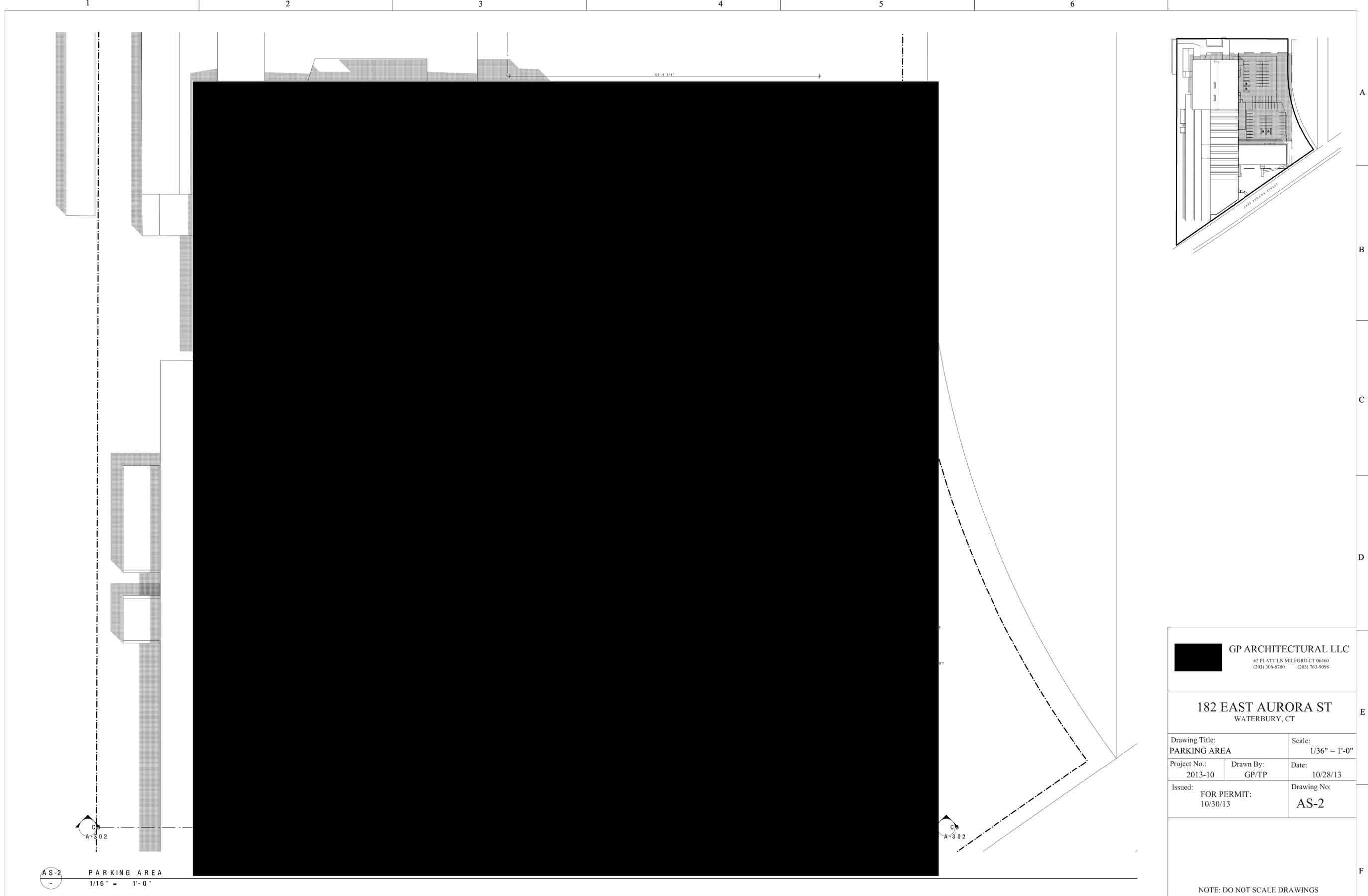
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182 EAST AURORA ST
 WATERBURY, CT

Drawing Title: SITE PLAN		Scale: 1/32" = 1'-0"
Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No: AS-1

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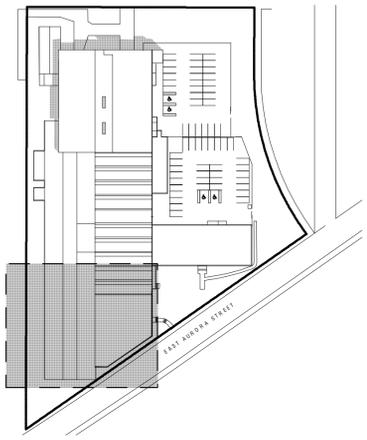


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182 EAST AURORA ST WATERBURY, CT	
Drawing Title: PARKING AREA	
Scale: 1/36" = 1'-0"	
Project No.: 2013-10	Drawn By: GP/TP
Date: 10/28/13	
Issued: FOR PERMIT: 10/30/13	
Drawing No.: AS-2	
NOTE: DO NOT SCALE DRAWINGS	

AS-2 PARKING AREA
 1/16" = 1'-0"



C1
A-3 0 0



KEY PLAN - AREA A

D-1
PARTIAL DEMOLITION / PRODUCTION AREA A
1/8" = 1'-0"

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182 EAST AURORA ST
WATERBURY, CT

Drawing Title: PARTIAL DEMOLITION / PRODUCTION AREA A		Scale: 1/8" = 1'-0"
Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No: D-1

NOTE: DO NOT SCALE DRAWINGS

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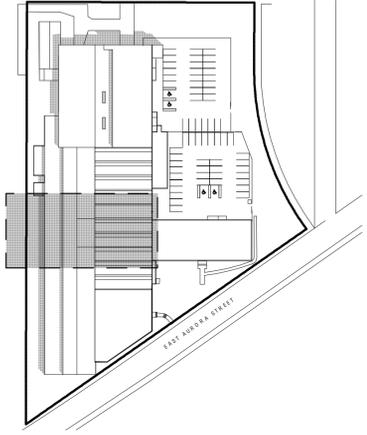
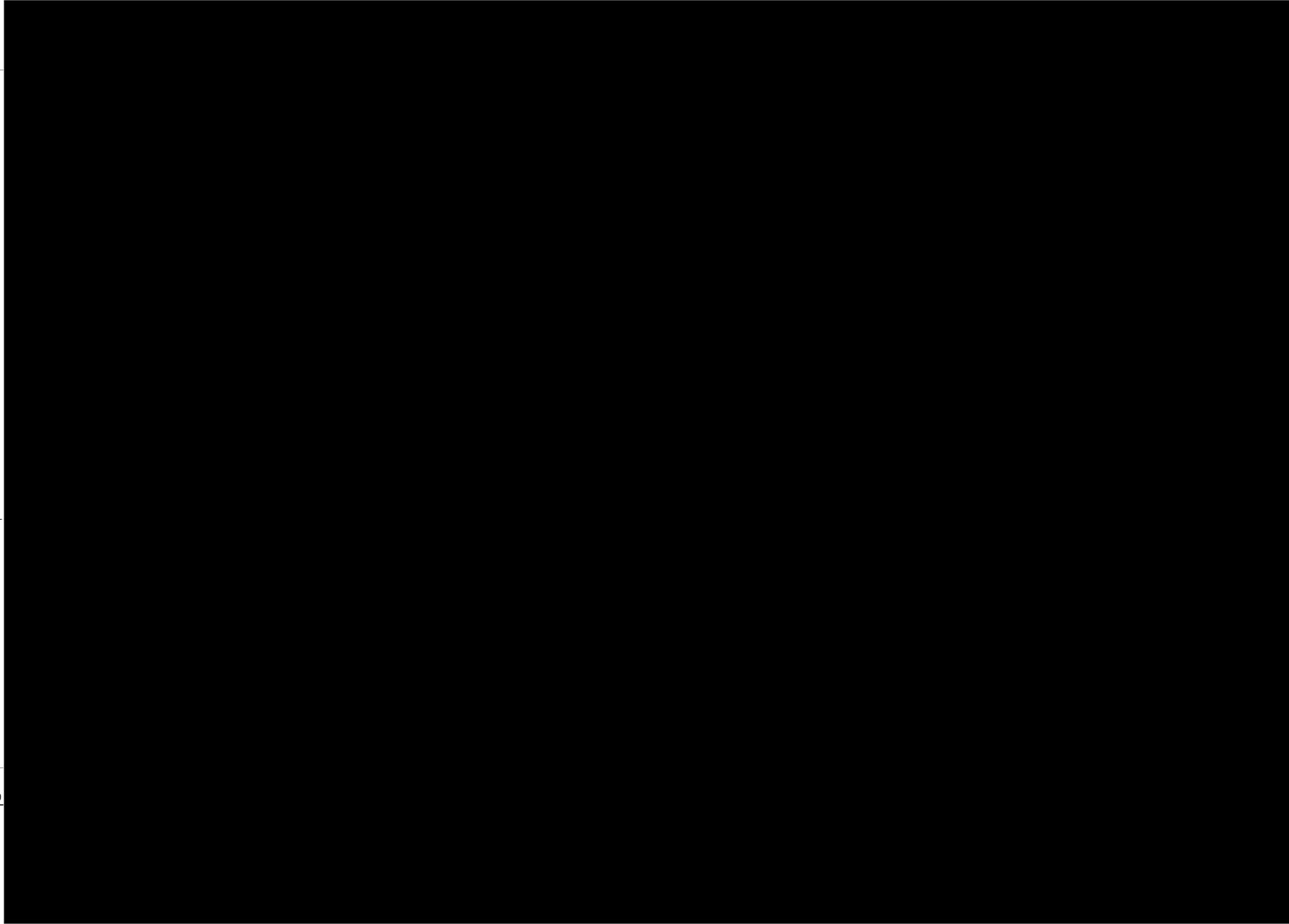
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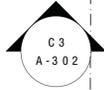
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KEY PLAN - AREA B



D-2 PARTIAL DEMOLITION / PRO
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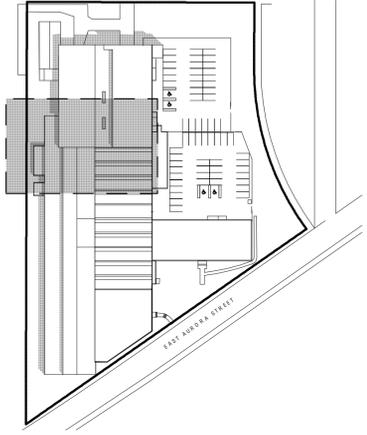
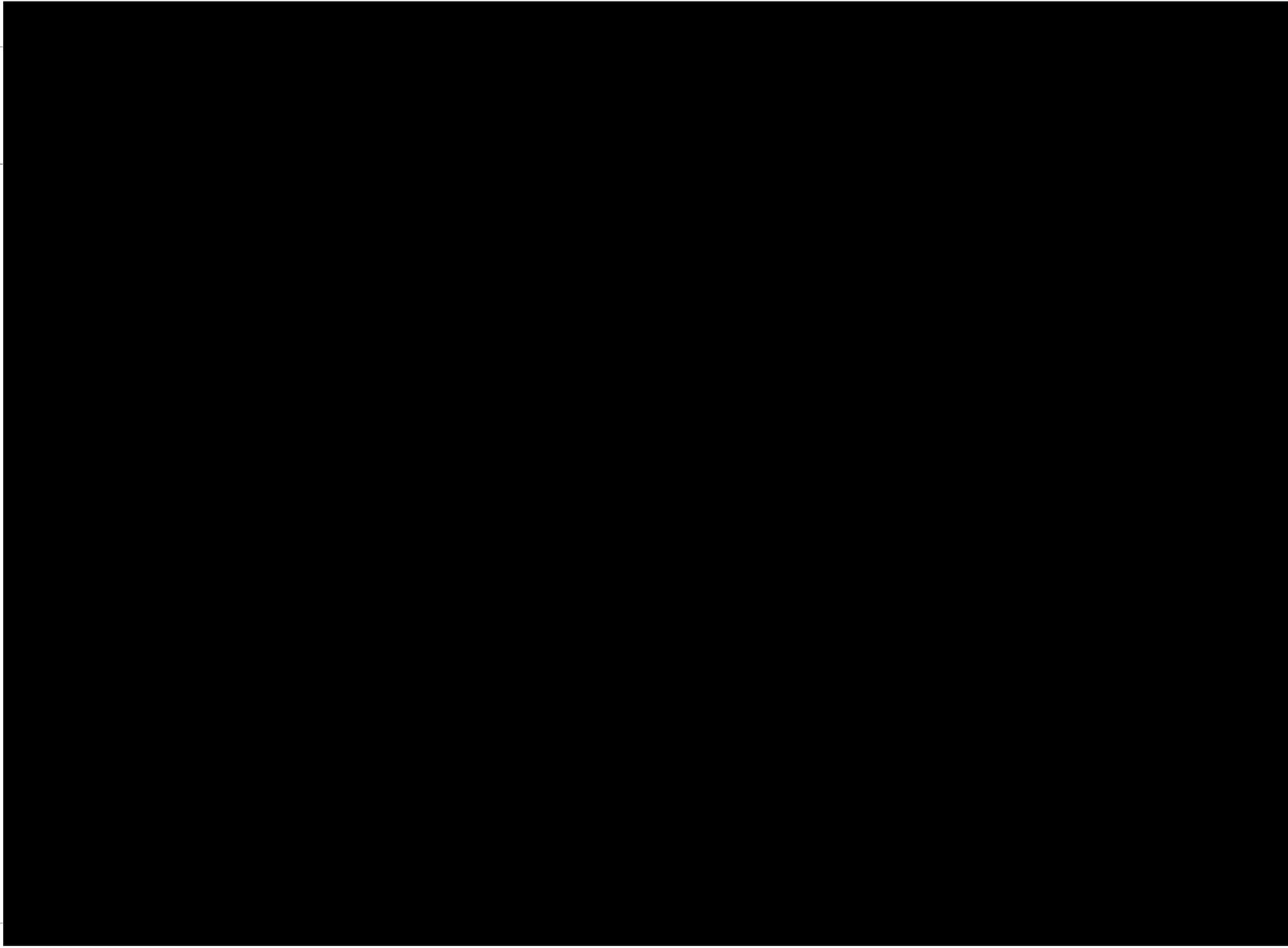
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WATERBURY, CT

Drawing Title: PARTIAL DEMOLITION / PRODUCTION AREA B		Scale: 1/8" = 1'-0"
Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No: D-2

NOTE: DO NOT SCALE DRAWINGS

1 2 3 4 5 6



A
B
C
D

KEY PLAN - AREA C

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182 EAST AURORA ST
WATERBURY, CT

Drawing Title: PARTIAL DEMOLITION / PRODUCTION AREA C		Scale: 1/8" = 1'-0"
Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No: D-3

E
F

NOTE: DO NOT SCALE DRAWINGS

D-3 PARTIAL DEMOLITION / PRODUCTION AREA C
1/8" = 1'-0"

1

2

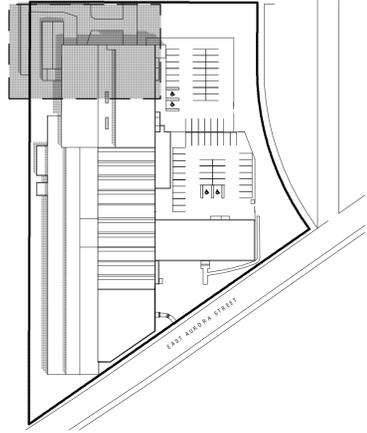
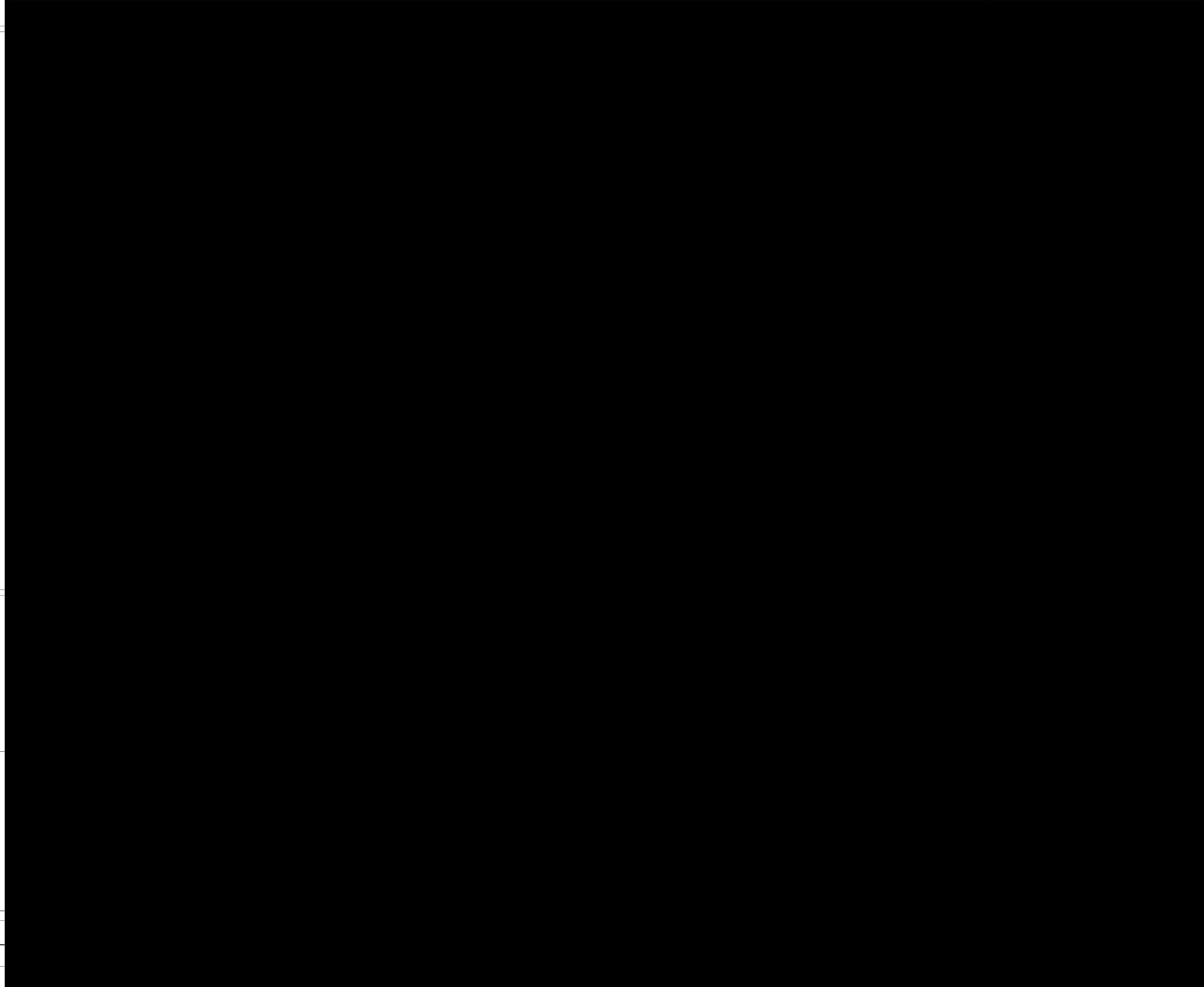
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C2
A-301



KEY PLAN - AREA D

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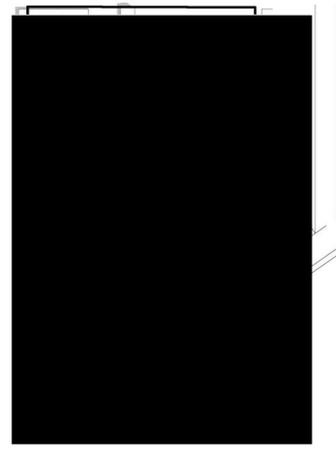
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182 EAST AURORA ST
WATERBURY, CT

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Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No: D-4

NOTE: DO NOT SCALE DRAWINGS

D-4



KEY PLAN - SECOND FLOOR PRODUCTION AREA

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Drawing Title: PRODUCTION AREA - SECOND FLOOR EXISTING NO WORK		Scale: 1/32" = 1'-0"
Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No: D-5

NOTE: DO NOT SCALE DRAWINGS

D-5 PRODUCTION AREA SECOND FLOOR EXISTING /
 1/8" = 1'-0"



1

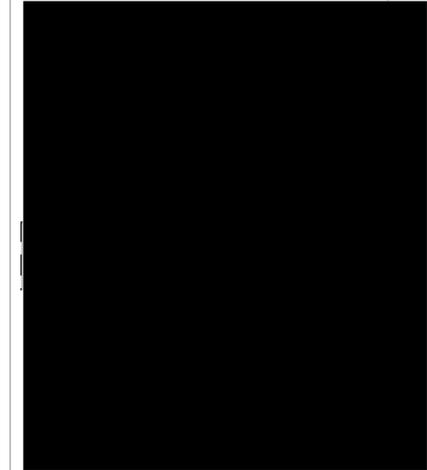
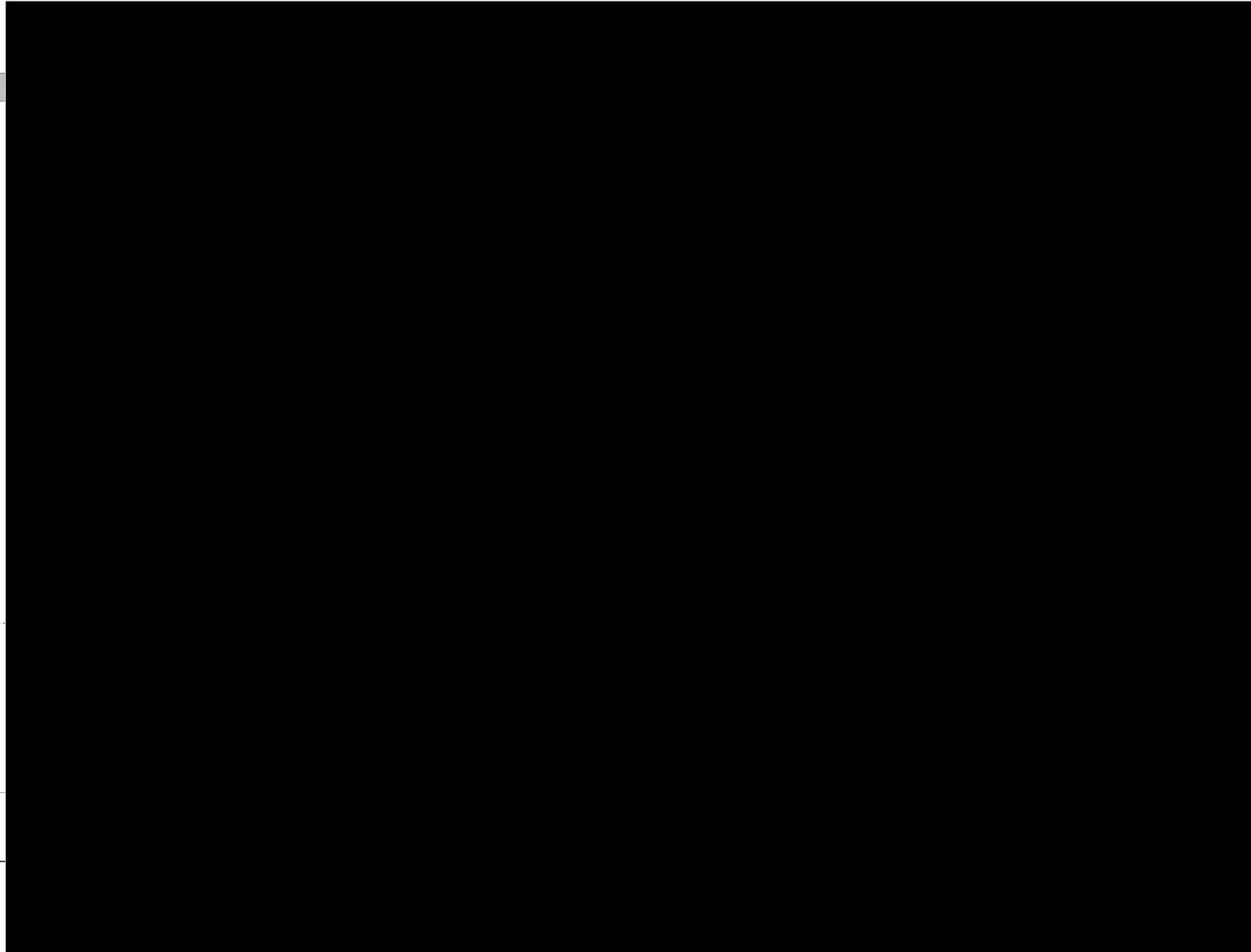
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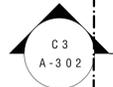
KEY PLAN - AREA B

C

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A-101 PROPOSED PR
1/8" = 1'-0"

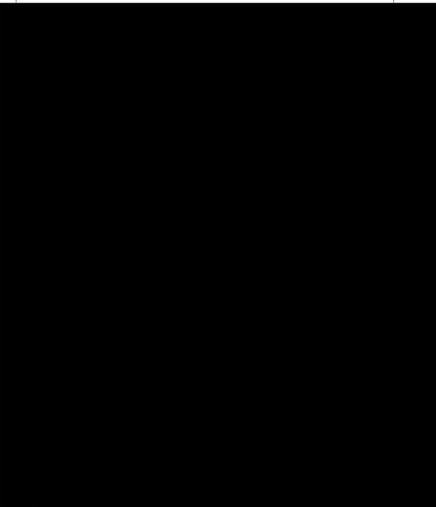
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NOTE: DO NOT SCALE DRAWINGS

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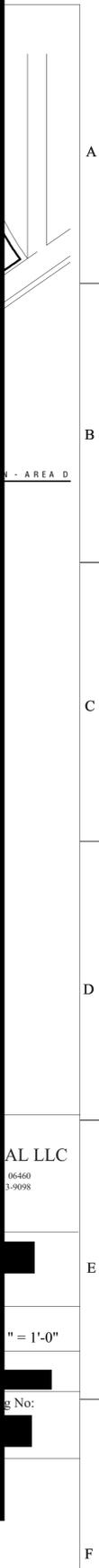
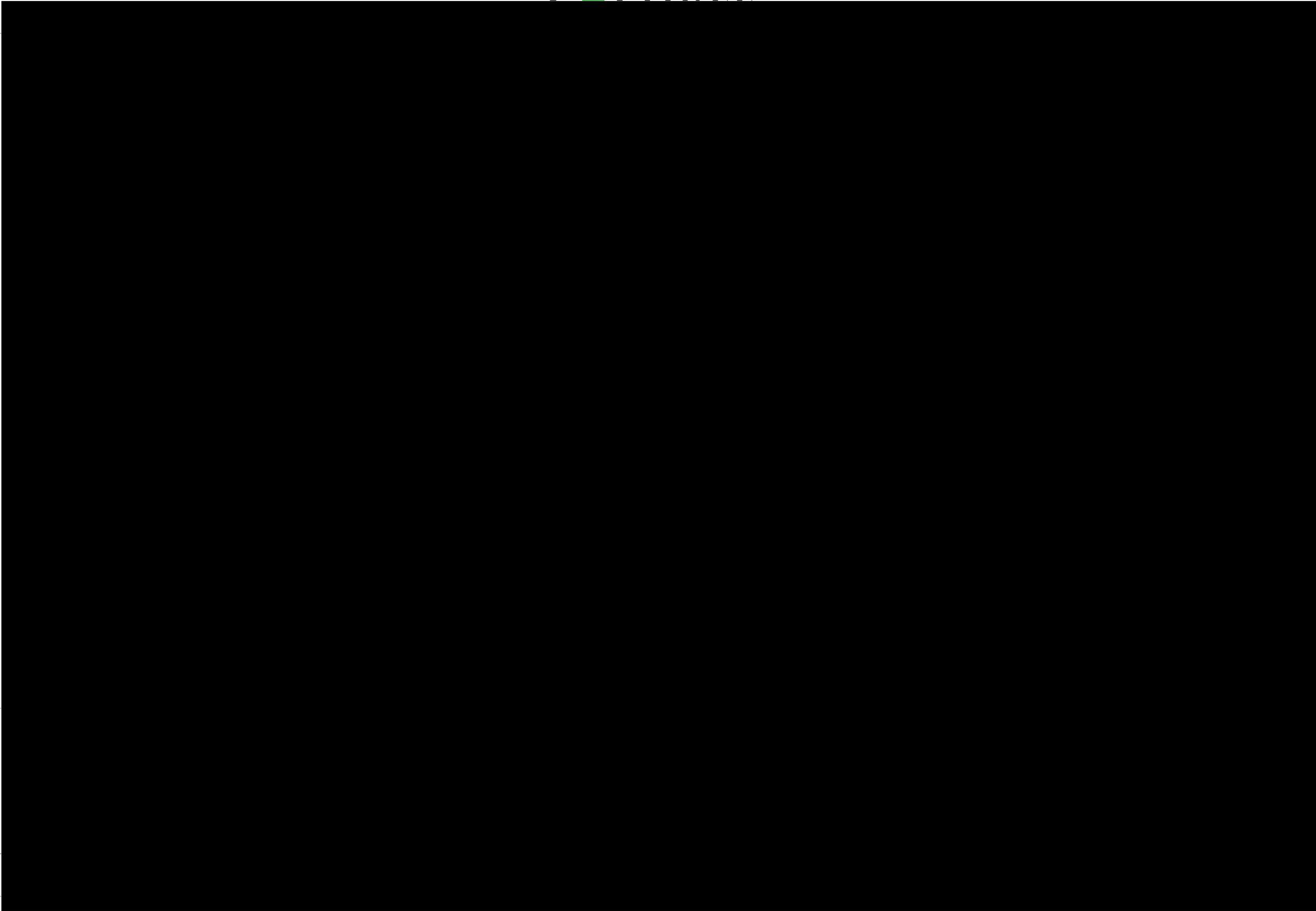
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WATERBURY, CT

Drawing Title: PROPOSED PRODUCTION AREA C		Scale: 1/8" = 1'-0"
Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No: A-102

NOTE: DO NOT SCALE DRAWINGS

A-102 PROPO
1/8" = 1'-0"



PROPOSED PRODUCTION AREA D
1/8" = 1'-0"

AL LLC
06460
3-9098

" = 1'-0"

g No:

NOTE: DO NOT SCALE DRAWINGS

1 2 3 4 5 6

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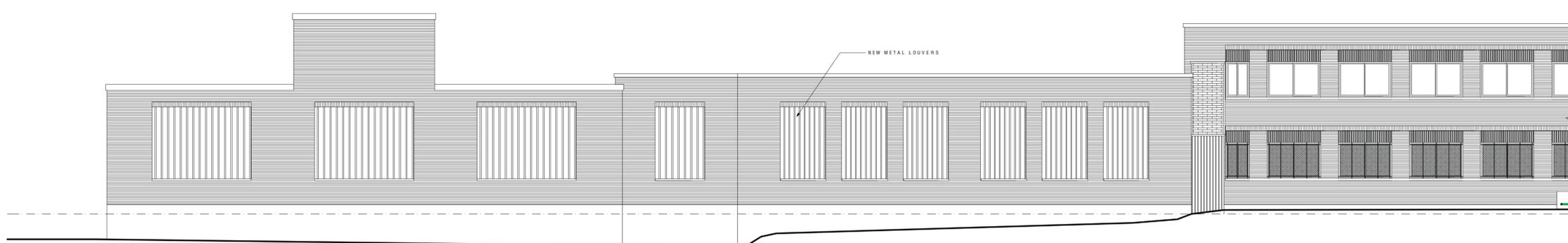
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E

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1 ELEVATION 1
A-200 SCALE: 1/8" = 1'-0"



2 ELEVATION 1
A-200 SCALE: 1/8" = 1'-0"

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182 EAST AURORA ST
WATERBURY, CT

Drawing Title: EXTERIOR ELEVATIONS		Scale: AS NOTED
Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No: A-200

NOTE: DO NOT SCALE DRAWINGS

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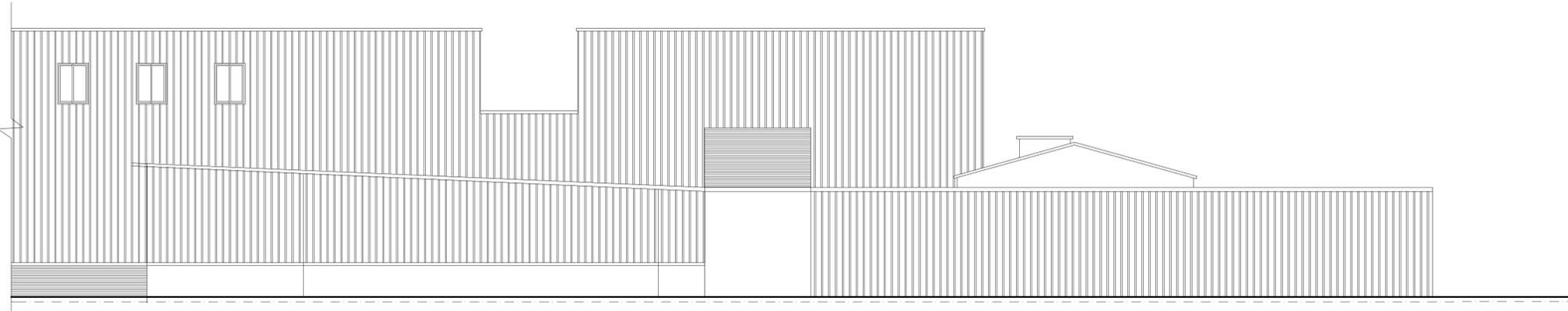
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1 ELEVATION 2
A-201 SCALE: 1/8" = 1'-0"



2 ELEVATION 2
A-201 SCALE: 1/8" = 1'-0"

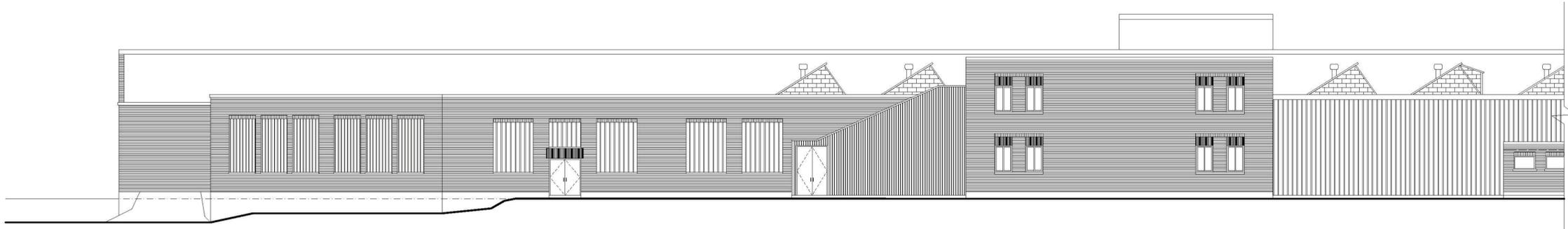
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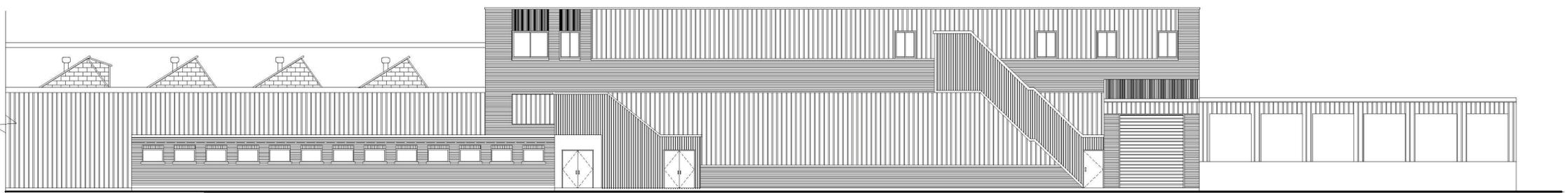
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Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No: A-201

NOTE: DO NOT SCALE DRAWINGS

1 2 3 4 5 6



1 ELEVATION 3
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2 ELEVATION 3
A-202 SCALE: 3/32" = 1'-0"

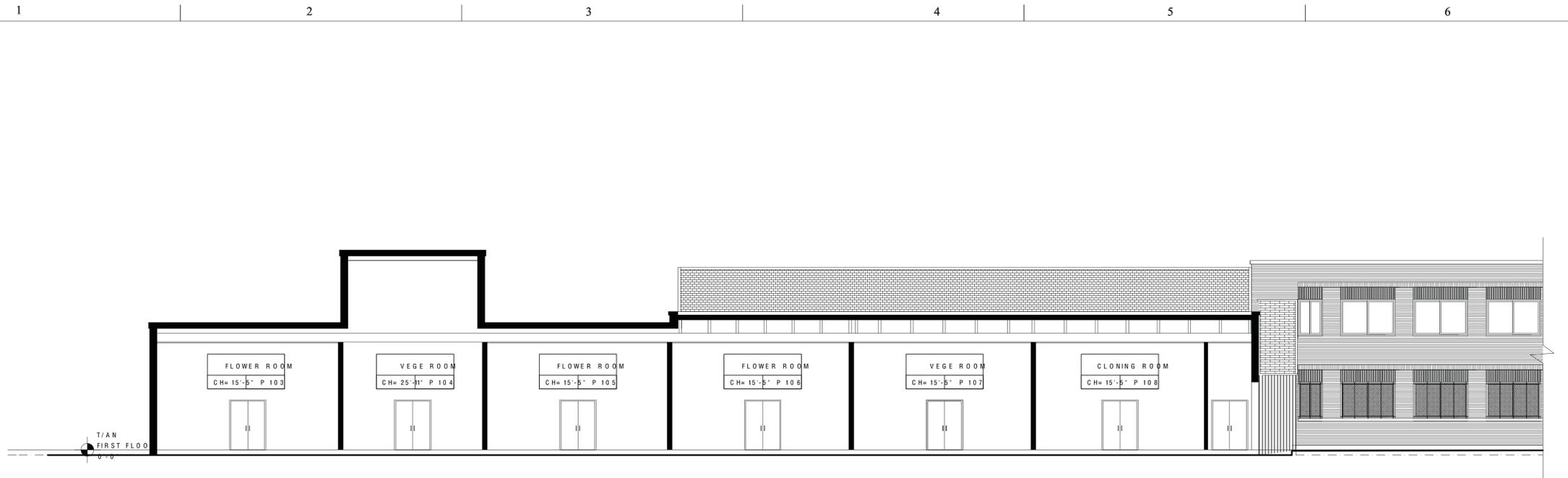
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Drawing Title: EXTERIOR ELEVATIONS		Scale: AS NOTED
Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No: A-202

NOTE: DO NOT SCALE DRAWINGS



A-300 BUILDING SECTION C1 / AREA A
 A-300 SCALE: 1/8" = 1'-0"



A-300 BUILDING SECTION C1 / AREA B
 A-300 SCALE: 1/8" = 1'-0"

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182 EAST AURORA ST
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Drawing Title: BUILDING SECTION C1		Scale: 1/8"
Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No.: A-300

NOTE: DO NOT SCALE DRAWINGS

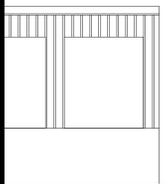
1 2 3 4 5 6



A-301 BUILDING SECTION C2 / AREA A
A-301 SCALE: 1/8" = 1'-0"



A-301 BUILDING SECTION C2 / AREA C
A-301 SCALE: 1/8" = 1'-0"



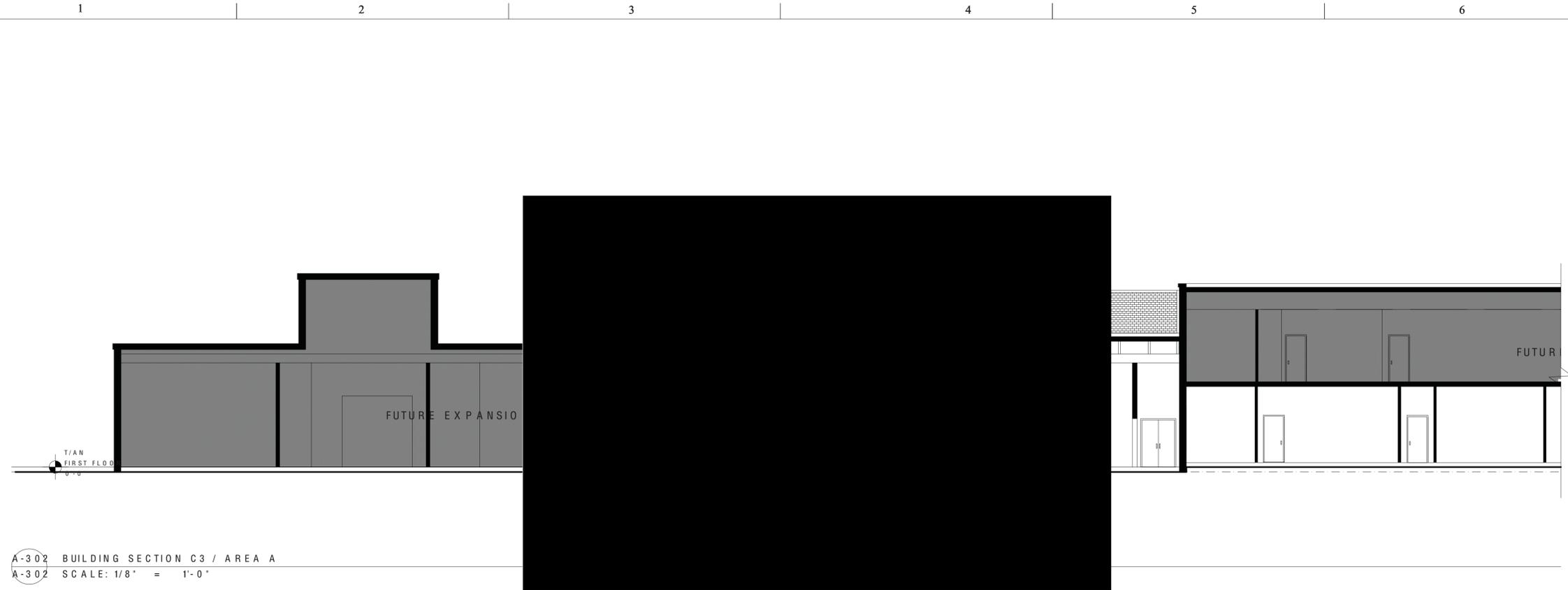
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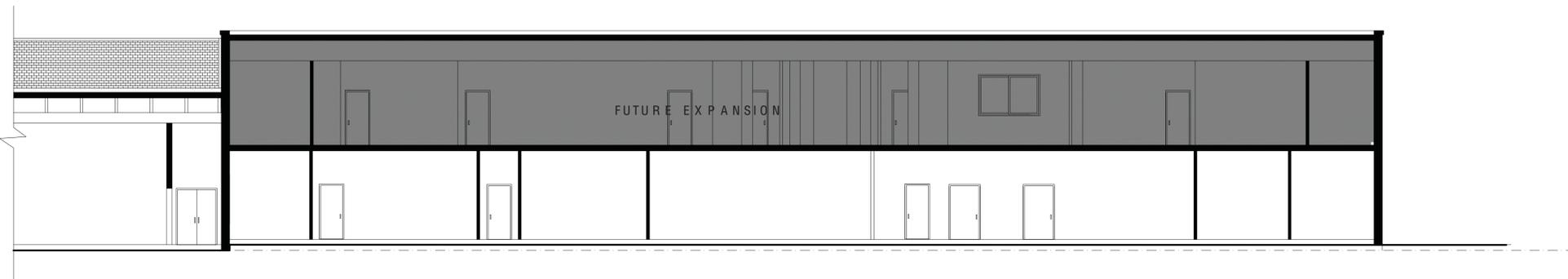
182 EAST AURORA ST
WATERBURY, CT

Drawing Title: BUILDING SECTION C2		Scale: 1/8"
Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No.: A-301

NOTE: DO NOT SCALE DRAWINGS



A-302 BUILDING SECTION C3 / AREA A
 A-302 SCALE: 1/8" = 1'-0"



A-302 BUILDING SECTION C3 / AREA C
 A-302 SCALE: 1/8" = 1'-0"

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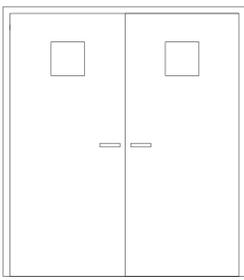
182 EAST AURORA ST
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Drawing Title: BUILDING SECTION C3		Scale: 1/8"
Project No.: 2013-10	Drawn By: GP/TP	Date: 10/28/13
Issued: FOR PERMIT: 10/30/13		Drawing No: A-302

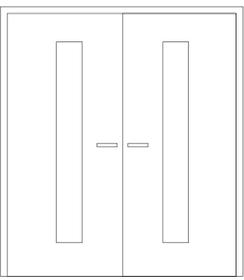
NOTE: DO NOT SCALE DRAWINGS

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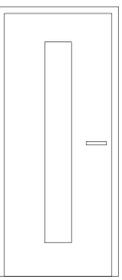
DOOR SCHEDULE											
DOOR NUMBER	DOOR TYPE	ROOM	ROOM NUMBER	PREFERENCE DETAIL	MANUFACTURER	HANDING	DOOR SIZE	DOOR THK	DOOR MATL	FRAME MATL	REMARKS
PRODUCTION AREA											
D-001	A	FLOWER ROOM	P-103				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-002	A	FLOWER ROOM	P-109				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-003	A	VEGE ROOM	P-110				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-004	A	VEGE ROOM	P-104				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-005	A	FLOWER ROOM	P-111				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-006	A	FLOWER ROOM	P-105				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-007	A	FLOWER ROOM	P-112				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-008	A	FLOWER ROOM	P-106				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-009	A	FLOWER ROOM	P-113				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-010	A	VEGE ROOM	P-107				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-011	A	FLOWER ROOM	P-114				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-012	A	CLONING ROOM	P-108				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-013	A	HALLWAY	-				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-014	A	FERTILIZER MIX STORAGE	P-115				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-015	A	TRIMMING/DRYING ROOM	P-116				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-016	A	CURING ROOM	P-117				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-017	A	PROCESSING/PACKAGING	P-118				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-018	A	STATIC WEIGH STATION	P-119				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-019	A	SECURITY CARD ACCESS ONLY ZONE	P-120				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-020	C	OFFICE	P-126				3' x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-021	C	COMPANY LOUNGE	P-127				3' x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-022	B	KITCHEN LAB	P-124				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-023	C	OFFICE	P-125				3' x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-024	B	KITCHEN EXTRACTION	P-129				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-025	C	OFFICE	P-124				3' x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-026	C	WOMEN'S LOCKER ROOM	P-122				3' x 6'-8"	1 3/4"	WOOD	WOOD	WOOD
D-027	C	MEN'S LOCKER ROOM	P-125				3' x 6'-8"	1 3/4"	WOOD	WOOD	WOOD
D-028	B	MAIN KITCHEN	P-122				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-029	B	SECURITY DESK CHECK IN	P-128				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-030	B	SECURITY DESK CHECK IN	P-128				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-031	B	WASTE DISPOSAL ROOM	P-142				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-032	B	LOADING DOCK STORAGE	P-143				4'-10 1/8" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
DISPENSER AREA											
D-033	C	ELECTRICAL ROOM	D-101				3' x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-034	C	VIDEO	D-119				3' x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-035	C	VAULT	D-122				3' x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-036	C	MECHANICAL ROOM	D-102				3' x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-037	D	CONFERENCE ROOM	D-106				6'-1/4" x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-038	C	TREATMENT ROOM #1	D-109				3' x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-039	C	TREATMENT ROOM #2	D-110				3' x 6'-8"	1 3/4"	WOOD	WOOD	TEMPERED/INSULATED LAMINATED GLASS
D-040	E	LOUNGE & RETAIL	D-111				3' x 6'-8"	1 3/4"	1 HOUR RATED	1 HOUR RATED	TEMPERED/INSULATED LAMINATED GLASS
D-041	E	SECURE HOLDING	D-114				3' x 6'-8"	1 3/4"	1 HOUR RATED	1 HOUR RATED	TEMPERED/INSULATED LAMINATED GLASS
D-042	E	POS	D-116				3' x 6'-8"	1 3/4"	1 HOUR RATED	1 HOUR RATED	TEMPERED/INSULATED LAMINATED GLASS



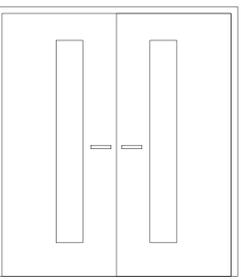
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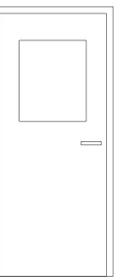
B



C



D



E

CODE SUMMARY	
CONSTRUCTION TYPE:	II B
OCCUPANCY TYPE:	F1, B
TOTAL BUILDING AREA:	85,140 SqFt
TOTAL OCCUPIABLE AREA:	57,232 SqFt
OCCUPIABLE AREA "F1":	40,332 SqFt
OCCUPIABLE AREA "B":	16,900 SqFt
OCCUPANCY "F1":	201 p
OCCUPANCY "B":	169 p
TOTAL OCCUPANCY:	370 p
TOTAL EGRESS WIDTH:	324"

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 WATERBURY, CT

Drawing Title:		Scale:
Project No.:	Drawn By:	Date:
2013-10	GP/TP	10/28/13
Issued:	Drawing No:	
FOR PERMIT: 10/30/13	A-600	

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Proposed Business Plan

Appendix C.

Business Plan

Appendix C.1

C.1 Business Plan: Table of Contents

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C-THREE LLC.

Board of Directors

**Thomas Macre
Peter Merritt
David Tortorello**

High Level Employees

**Jeffery C. Raber Ph.D
Sytze Elzinga
Andras Kirschner**

Board of Advisors

**Matt Cook
Lucien Parrillo, M.D.
Douglas Vaughn, M.D.**

1. SOURCES OF FUNDS AND USE OF PROCEEDS; FINANCIAL PROJECTIONS

1 (a) Sources and Use of Proceeds

Funding sufficient for construction of the C-THREE Cultivation Center and for cash flow requirements of the first 6 months of business has been raised through the sale of equity. The proceeds to C-THREE from the sale of equity is \$2,500,000. V80 is an investment vehicle owned by Board Members Peter Merritt and Dave Tortorello. V80 has issued a \$2,000,000 revolving line of credit to C-THREE. Additionally, V80 has \$500,000 in its bank account, which will be transferred to C-THREE upon issuance of a License.

The following sets forth the estimated use of proceeds for one Cultivation Center license. The amounts set forth below only represent the best estimates of management, and are based upon a mid-range of anticipated costs. All estimates are subject to change. The start-up costs for C-THREE can be found in the chart and table below.

(1) One Cultivation Center	Required Funding
Equipment	\$375,000
Construction	\$475,000
Fixed Business Costs	\$530,000
6 months Operating Expenses	\$650,000
License	\$100,000
Grower Fee	\$75,000
Lab / Extraction Equipment	\$200,000
Reserve	\$145,000
TOTAL	\$2,500,000

2. Start-Up Timetable

Once the Company is considered an approved applicant it will obtain the necessary building permits and commence construction. The C-THREE Cultivation Center will be fully operational within three (3) months. After the Cultivation Center has been issued a certificate of occupancy, and subsequently the registration, it will take approximately sixteen (16) more weeks to grow, harvest, cure, and package the first batch of medical marijuana. Subsequent harvests will occur every two (2) weeks.

The bases for these time estimates are C-THREE's (1) experience in organic cultivation, (2) experience in the construction industry, and more specifically (3) the design and construction of marijuana cultivation facilities.

3. The Business

3 (a) The Company

C-THREE (the Company) was organized in Connecticut in June 2013. Until it opens for business, the Company will maintain its executive offices at the address of its registered agent: 182B East Aurora, Waterbury, Connecticut 06708.

The Company was formed by Mr. Macre to apply for one (1) Cultivation Center license from Connecticut which, if granted, would allow the Company to cultivate and sell marijuana for medical uses in Connecticut. Mr. Macre has made the effort to create a business concept, detailed below, focused on establishing a secure medical marijuana cultivation facility that meets the needs of patients without jeopardizing the safety or health of the public at large.

3 (b) The Concept

C-THREE LLC is a marijuana-cultivation and operational management company. The C-THREE Cultivation Center will house growing, processing, production, and packaging facilities. The Company's operational designs and manufacturing standards are based on those of the pharmaceutical industry. Such an approach has been taken to ensure that the quality of C-THREE products and services exceed the requirements set forth by the Connecticut.

Once a license is acquired, C-THREE will work to continually build a brand and corporate identity that successfully transmits the Company's focus on applied science, sustainable innovation, biological security, product development, and stringent quality control. Management believes that such focus will play a key role in demonstrating the feasibility of commercially cultivating medical marijuana in a secure, safe manner.

3 (c) Development and Operational Overview

Operations. C-THREE anticipates starting construction as soon as a building permit is secured and plans to complete construction within ninety (90) days thereafter. This will include the installation of security, emergency, business, and environmental control systems.

Employees. Within the first twelve (12) months of business, the Company anticipates hiring approximately ten (10) employees, up to two (2) of whom are expected to be managers, and the remainder of whom will constitute the core and support teams of the C-THREE Cultivation Center. The core team will be comprised of a Chief Horticultural Scientist, Deputy Horticultural Scientist, Ingestible Item Preparer, Security Guards, Trimmers and Lab Technician. Staffing is a key element of maintaining exceptional quality and production capacities and our management team will strictly adhere to staffing guidelines for the Company. The initial hiring process will be completed during the first five (5) months of operations.

Training. There is no substitute for good training. As a commitment to our investors, customers and employees, the Company will have well-planned training, development and retention programs for staff and management alike.

3 (d) **Marketing & Branding**

Although the Cultivation Center will not have direct personal contact with registered patients, C-THREE will attempt to brand its products through a comprehensive marketing campaign. C-THREE plans to market via the internet and printed informational materials distributed through client dispensaries. To that end, C-THREE will also build and launch a website. Management is currently seeking a designer or design team to work with the development of its corporate brand which will identify all of its prepackaged marijuana, ingestible items, and other preparations. The main goal will be to ensure that C-THREE logos and other trademarks are intertwined with all facets of the patient experience — haptic, olfactory, visual, taste, and therapeutic.

Once construction of the C-THREE Cultivation Center is complete, management projects that the Company will be producing medical marijuana at its maximum rate and harvesting every two (2) weeks by the end June of 2014. Ultimately, the production capacity of C-THREE will be dictated by patient demand. Throughout the launch and operation of the Company, management will be evaluating operations, adjusting budgets and goals.

3 (e) **Competitive Overview**

C-THREE's competitive advantage will be derived from the following factors:

- A uniquely experienced product development team that is poised to ensure that all medicine is pure, and that all products are dosed accurately, profiled and labeled clearly, and manufactured to exacting standards. This team includes leading cannabinoid and terpene scientists, **Dr. Jeff C. Raber, Ph.D** and noted cannabis research scientist **Sytze Elzinga**, formerly in charge of quality control for all pharmaceutical marijuana entering the Dutch market under contract with the Dutch government. Dr. Raber and Mr. Elzinga have developed and consulted for successful, precisely dosed marijuana products on a commercial scale in the United States and abroad, including cannabis oral products, mechanical products, baked goods, capsules, smoothies, drinks, topical ointments, tinctures, chocolate bars, and even ice cream. Additionally, Dr. Raber and Mr. Elzinga have set the standard in the cannabinoid and

cannabis terpene testing market, and are best positioned to meet changing patient demands; they carry extensive experience working with and purifying cannabinoids and, *critically*, analyzing and working with 37 cannabis terpenes – responsive patient care requires a detailed understanding and analysis of terpenes, which modulate and modify cannabinoids like THC and CBD

- As a redundancy to the independent labs, and upon securing approval, an in-house laboratory screening for contaminants and to perform cannabinoid and terpene analysis. The lab will be managed by Dr. Jeff Raber Ph.D and Sytze Elzinga - two leading cannabinoid researchers that have set the standard in medical cannabis screening and profiling, and who have been invited to lecture and present their findings at cannabinoid and terpene conferences in the US, China, the Czech Republic and Germany, including Dr. Raber's seminal presentation on the chemical identification of cannabis varieties at the International Association of Cannabinoid Medicine meeting in Cologne. This expertise is critical to ensuring purity, that the strains are what they purport to be, and that all brands are within the allowed variance under the Regulations.
- C-THREE enters the market with fully developed and reliable organic cultivation practices as implemented by Phyto Management, 1 of 6 companies that has secured approval to cultivate medical cannabis in Washington D.C. from the Department of Health in the District – a highly competitive and tightly regulated market. Partnering with Phyto mitigates the possibility that other licensed Cultivation Centers will underperform, leaving the remaining businesses to compensate for any resulting shortfall in supply, or an underserved patient population.
- Safety, security, and strict compliance is critical to successful production. To that end, C-THREE has partnered with Matt D. Cook, author of the Colorado Marijuana Regulatory Scheme and former Senior Director of Enforcement, Colorado Department of Revenue. Mr. Cook has defined medical marijuana compliance for Colorado and the nation, and has been instrumental in the planning and development of the C-THREE organization and its security and compliance measures.
- C-THREE's cultivation methods all natural (soil), organic, and provides consistently impressive yields. An ideal partner, Phyto employs only organic, sustainable, soil-grown cultivation practices as opposed to hydroponics – a cheaper, more common process in commercial facilities that is less labor-intensive. C-THREE will not tolerate shortcuts nor rely on hydroponics, which will work to differentiate the C-THREE product line – a benefit to qualified patients that demand naturally grown medical cannabis.
- C-THREE has access to a variety of exclusive cultivars (genetics). Selected and propagated for their specific genetic expressions and therapeutic effects, these cultivars offer consistent yields that consistently alleviate the qualifying conditions.

- C-THREE's eco-friendly facility has been designed specifically to maximize the output of indoor plants, while minimizing the impact on the environment and surrounding community. Additionally the facility has been designed to meet or exceed any forthcoming FDA regulations, incorporates cleanroom elements, and adheres to the relevant cGMP.

3 (f) **Target Market & Marketing Strategy**

The company's target market shall consist of Connecticut residents suffering from any of the qualifying conditions set forth in the regulations. The main objective of the Company marketing strategy will be to educate potential patients within Connecticut about the medicinal properties of marijuana, and how it can be used as a therapeutic alternative to other drugs for qualified individuals seeking such an option.

Developing and maintaining the Company's brand identity will be a cornerstone of its business philosophy and overall marketing and promotion. More than just a logo or a name, the C-THREE brand will be built through the following daily commitments:

Complete Genetic Expression

C-THREE will use its specialized knowledge, skill, and practical experience to maximize the overall therapeutic properties of its medical marijuana by cultivating for complete genetic expression.

Product Quality

C-THREE shall safeguard the quality of its products by following strict protocols of process flow, repeated screening, and laboratory testing designed to eliminate the risk of contamination.

Education

Making objective scientific information available to registered patients alongside the Company's medicinal products will be another key element of the C-THREE commitment to the Connecticut patient community. These informational materials will be developed by management and staff.

Civic Revitalization

C-THREE plans to utilize its economic strength to build alliances with other local businesses focused on revitalizing Connecticut communities. We feel this strategy will play a key role in the Company acquiring public goodwill and helping to change the image of the medical marijuana industry as a whole.

Public Relations

Management plans to engage a public relations firm. This firm will advise and help guide Company promotions, and assist in gaining mention and placement in the leading print and online media portals.

Direct Marketing

The Company will use traditional direct marketing to increase patient awareness and thereby convincing customers to purchase C-THREE product for the first

time. The Company believes that online marketing will be more relevant in generating brand loyalty. C-THREE will invest in introductory advertising in targeted publications and will maintain sustained advertising in any relevant and justifiable outlets.

3 (g) Company Philosophy

C-THREE's mission is to consistently provide superior-quality, organically-grown marijuana, as well as nutritious and innovative ingestible items and other preparations to the Connecticut's registered patients. C-THREE aims to set new standards for secure, safe, scientific medical marijuana cultivation.

3 (h) Products and Product Development

C-THREE will endeavor to produce high-quality medical marijuana and ingestible items which reflect the Company belief in the significant therapeutic value of medical marijuana, and its ability to provide relief to patients. Ingestible active ingredient product lines will fit into two categories: cannabinoid-rich powders, and vegetable glycerin or oil-based tinctures. Management anticipates that it will be able to sell these as branded and packaged products, as well as use them to produce a range of other ingestible items. These products will be processed in the Cultivation Center using equipment acquired with working capital raised in this offering. In addition to generating an important revenue stream, manufacturing ingestible items makes use of trimmings from the finished marijuana that would otherwise be disposed of thereby minimizing waste.

3 (i) Standard Operating Procedures

C-THREE horticultural scientists, using software such as AgriSoft in combination with other data collection and analysis tools, will follow a prescribed set of cultivation practices and procedures. These standard operating procedures ("SOP's") have been designed to mirror those of a pharmaceutical manufacturer. C-THREE horticulturalists will conduct basic research on a daily basis, following a schedule designed to track the physical characteristics of each plant in the facility as well as environmental factors that play a role in plant growth. This data will be used to optimize the growth of each strain of marijuana so that all plants fully realize and express their compliment of medicinal compounds.

3 (j) Striving to Meet Pharmaceutical Industry Standards

Although medical marijuana producers are not eligible for certification for adherence to standards developed by current Good Manufacturing Practices (cGMP), the United States Pharmacopeia (USP), or the International Organization for Standards (ISO), C-THREE sees advantages in adhering to a combination of the standards promulgated by those organizations. The Company believes that following such guidelines will help it to consistently produce and deliver high-quality medical marijuana and ingestible items.

These guidelines taken directly from the cGMP, USP-797, and ISO, include:

- Basing facility design on: ergonomic flow informed by SOP's; growing and cleaning protocols; and environmental controls;

- Using building materials prescribed by aforementioned standards of cleanroom design;
- Integrating regular operational evaluation into procedural design;
- Stringent record keeping;
- Flat, participatory, knowledge-based management;

4. **High Level Employees**

C-THREE's **mission** is to provide consistently pure, medical-grade marijuana and consistently dosed medical marijuana infused products (MIP's), designed specifically for patient needs, in strict Compliance with the Connecticut Medical Marijuana Program as codified at Connecticut General Statutes, sections 21a-408 *et sequens*. Our success in fulfilling our vision is measured by dispensary and patient satisfaction, team member excellence and happiness, improvement in the state of the environment, return on capital investment, and community support.

To execute on its mission, and after vetting various top industry candidates, C-THREE has reached agreements with: (1) Werc Labs LLC, a group comprised of renowned cannabinoid scientists and experienced marijuana product designers engaged to oversee and implement the production of marijuana products to exacting standards, and (2) Warnish LLC d/b/a Phyto Management ("Phyto") to cultivate superior quality, naturally grown, medical-grade marijuana. Additionally, Matt Cook, author of the Colorado Marijuana Regulatory Scheme and former Senior Director of Enforcement, Colorado Department of Revenue, has been hired as Chief Security and Compliance Consultant. Mr. Cook oversaw 220 full time employees and a \$54 million dollar budget.

Werc Labs, LLC: Advanced Production Techniques and Marijuana Products by Leading Cannabinoid Scientists

C-THREE shares DCP's commitment to a healthy Connecticut. Accordingly, after vetting several candidates, C-THREE has partnered with the product development team most capable of meeting patient needs on an ongoing basis: Werc Labs.

Werc Labs is known for operating the most advanced cannabinoid and terpene laboratory serving the medical cannabis market in the United States. In addition to laboratory analysis of cannabinoids and, critically, terpenes, Werc's scientists have designed and overseen the manufacture of successful marijuana infused products in other medical marijuana jurisdictions; Werc is second to none in efficacy, consistency, and quality control (QC). Additionally, Werc is best positioned to develop new products with C-THREE as they continue to uncover how 37 different terpenes interact and treat the qualifying conditions – while helpful, merely scrutinizing the weight component of a few cannabinoids (e.g. THC and CBD) is insufficient and leads to different patient outcomes.

Dr. Jeffrey C. Raber, PhD

Werc is led by Dr. Jeffrey C. Raber, Ph.D. in Chemistry from the University of Southern California with a focus on developing new synthetic organic methodologies. Dr. Raber studied plant phylogenetics of the RuBisCO enzyme while at Lebanon Valley College, and was named to the USA Today 1997 All-USA College Academic Team for his research accomplishments in this area. Dr. Raber completed his degree at USC in less

than 5 years, and was awarded the Harold and Lillian Moulton Fellowship. Upon receipt of his degree from USC Dr. Raber was asked to join a start-up company as the Director of Product Development where he created new molecular scaffolds for use as starting points in the investigation of new pharmaceuticals by medicinal chemists and successfully transferred proprietary reaction methodology and know-how to a production partner. Dr. Raber was subsequently approached to join another start-up company focusing on development and commercialization of a novel chemical reactor technology. Dr. Raber initially joined the company as the Chief Chemist and thereafter became Vice President and then President, and was appointed as a member of the company's Board of Directors. Dr. Raber frequently works with local educational institutions assisting MBA students in deriving their business plans and evaluating their technologies while continuing to develop and create new technologies of his own. Dr. Raber is an accomplished scientist, patented inventor and seasoned executive with all of the skills necessary to direct The Werc Shop's efforts.

Recognizing the need for quality control and assurance in California's Medical Cannabis market, Dr. Raber founded an analytical testing laboratory that provided services to market participants: Werc. Having studied peer-reviewed scientific publications relating to the beneficial impacts of cannabinoid receptor medications, a specialty area for Dr. Raber, he envisioned the means for furthering everyone's understanding and fundamental knowledge of the sustainable medication provided through the use of Cannabis sativa L. derived products.

Dr. Raber, Ph.D is an accomplished marijuana product designer and quality assurance specialist, and has presented at cannabinoid and terpene conferences across the United States and abroad.

Sytze Elzinga

As a cannabinoid scientist and marijuana product designer, Sytze's experience is invaluable and, for lack of a better description, unique. C-THREE is pleased to partner with the only team with meaningful expertise pertaining to the proper analysis and quality control of medicinal cannabis. While at Werc, Sytze continues to push the frontier of scientific understanding of medicinal cannabis.

Sytze received his bachelor's degree in biochemistry and subsequently went on to complete his masters of science in natural product chemistry from Leiden University in The Netherlands in 2006. Sytze's early research work involved investigations of Artemisinin and sesquiterpene precursors found in dead and green leaves of *Artemisia annua* L. Additional work involved investigation of the origin of licorice through the use of NMR. Following the completion of his master's thesis Sytze moved on to Farmalyse, a pharmaceutical contract laboratory which performs the quality control and release of pharmaceutical products. Farmalyse possesses the sole contract with the Dutch government for the quality control of the medicinal cannabis provided on prescription through the pharmacies in the national medical marijuana program. At Farmalyse Sytze was responsible for the quality control of all medicinal cannabis for the Dutch pharmaceutical market.

Research at Farmalyse was conducted on the extraction and purification of THC from medicinal cannabis. These efforts lead to a spin-off company, Echo Pharmaceuticals,

where Sytze was the laboratory manager and was responsible for all laboratory activities. Sytze was responsible for the, creation and validation of cannabinoid standards as well as purification of THC to be used as an active pharmaceutical ingredient (API) for the production of a novel tablet, which is currently undergoing Phase II clinical studies.

Agricultural and Cannabis Cultivation Experience – Phyto Management

Phyto Management is a marijuana-cultivation and operational management company with deep experience in all aspects of commercial cannabis cultivation and production. Besting more than 80-plus would-be applicants, Phyto was recently awarded approval to operate a medical cannabis cultivation center in Washington DC by the DC Department of Health, a highly regulated medical marijuana market under strict scrutiny.¹ Phyto's Managing Member, Mr. Andras Kirschner, carries with him more than a decade of relevant, commercial experience, and has advanced degrees in **Plant Science** and **Sustainable Agriculture** from the University of Maine. In addition to his Bachelor's Degrees from University of Maine, Mr. Kirschner is six (6) credits shy of his Masters in Business Administration (MBA) from Loyola Marymount University in Los Angeles – a distinction he has placed on hold to further the success of Phyto Management. Supported by his able staff, Mr. Kirschner will manage and oversee the design, construction, and operation of the C-THREE cultivation facility.

The cultivation processes and protocol designed and perfected by Mr. Kirchner is at the core of the C-THREE business model. The operation is a scalable, perpetual harvest cultivation model designed to produce pure, organic yields at regular intervals. In customizing his cultivation protocol for the C-THREE facility, Mr. Kirschner worked closely with architects, contractors, and a draftswoman to design an eco-friendly facility capable of efficient yet large yields. With more than 12 years of commercial scale, highly specialized experience, Mr. Kirschner and Phyto are poised to oversee the production of pure, organic medical marijuana in the state of Connecticut.

While earning degrees in Sustainable Agriculture and Plant Science at the University of Maine, Mr. Kirschner solely managed the Black Bear Food Guild, and successfully shepherded the Guild through the organic certification process as administered by the Maine Organic Farmers and Growers Association, (MOFGA). Established in 1994, the Black Bear Food Guild is a community supported, agricultural initiative that managed acres of organic produce, and delivered and sold fresh fruits and vegetables to 60 shareholders comprised of local businesses including restaurants and grocery stores.

After obtaining his B.S. degree, Mr. Kirschner moved to Vermont, where he founded and established Stony View Farms – an organic farm set on 90 acres of land purchased from the Vermont Land Trust. From 2004 to 2006 Mr. Kirschner raised organic produce in 3,000 square feet of Greenhouse space and 2 acres of land. He sold produce to local restaurants and health food stores. Mr. Kirschner sold the farm in 2009.

In addition to his extensive scientific knowledge and practical cultivation experience, Mr. Kirschner is also a professional contractor and carpenter, and has served as general

¹ Phyto Management LLC is a separate cannabis cultivation entity operating in Washington DC under license from the Department of Health in the District. Mr. Kirschner is the founder and Managing Member of that DC entity, and Warnish LLC d/b/a Phyto Management, C-THREE's cultivation partner.

contractor on multi-million dollar construction projects. Having led and worked with teams of subcontractors and carpenters in the construction of high-end residential homes in Vermont and Oakland, Mr. Kirschner will work with and manage C-THREE's general contractor upon securing final approval. A unique blend of contractor and cannabis cultivation specialist, Mr. Kirschner is well-suited to lead these initiatives.

Additionally, in 2010, Mr. Kirschner moved to Los Angeles to pursue a Masters in Business Administration (MBA) at Loyola Marymount University. He is 6 credits shy of earning this distinction, which he has placed on hold to further the success of Phyto Management.

In 2011, Mr. Kirschner formed Phyto Management LLC in Washington, DC to apply for one of ten Cultivation Center licenses. Besting more than 80 would-be applicants, Phyto was awarded one of the first six (6) licenses issued by the DC Department of Health.

5. **Internal Modular Expansion (IME)**

The facility located at 182 E Aurora, Waterbury, CT. has a footprint of approximately 38,400 with additional floors in some parts of the building.

C-THREE will initially build out 8,000 square feet of Cultivation rooms which will be a mix of vegetative and flowering rooms. The remaining 8,000 square feet of (IME 1) expansion will be framed and partially constructed. When patient demand begins to outstrip the production capacity of the initial 8,000 square feet of cultivation space, C-THREE will equip the previously constructed rooms and begin cultivating in them. (IME 2) includes building an additional 16,000 square feet of Cultivation space in the rear of the building. Using this Internal Modular Expansion C-THREE will effectively double its maximum production capacity twice without interrupting production in the current facility or neighborhood.

Initially, there will be a total of four (4) flowering rooms. (IME 1) will consist of building another four (4) flowering rooms. A second (IME 2) will involve building an additional 8 flowering rooms. When the expansion plan is completed there will be a total of sixteen (16) flowering rooms occupying 24,000 square feet and six (6) large vegetative rooms occupying 7,500 square feet of the building. The Cultivation Center has been designed so that these expansion projects can be completed in multiple phases without disrupting the perpetual-harvest. Moreover, IME will minimize any impact on the surrounding communities by confining company production to a single property and building.

- Initially (4) Flower rooms total = 6,000 square feet of dedicated flowering space
- IME 1 - (8) Flower rooms total = 12,000 square feet of dedicated flowering space
- IME 2 - (16) Flower rooms total = 24,000 square feet of dedicated flowering space

6. **Expected Production Capacity**

The bases for these estimates are C-THREE's (1) experience in organic cultivation, (2) experience in the construction industry, and more specifically (3) the design and construction of marijuana cultivation facilities. Cultivating large plants indoors takes

experience to master, but once a perpetual system is developed large yields can be achieved.

- Each flower room is approximately 25 feet x 60 feet or 1,500 square feet;
- Each flower room will be have 60 x 1,000 watt HPS and 60 x 270 watt LEP lights
- Each 1,500 square feet flower room will have a total of 80,000 kW;
- On average the cultivator yields (1.5) to (2) pounds per 1,000 kW light.
- Yields of 100 lbs. to 160 lbs. can be expected per harvest per flowering room;

Each flower room can be harvested a minimum of 4 times a year and a maximum of 5 times per year depending on strain and other factors and therefore;

- (1) Flower room can produce 400 - 600 lbs. per year;
- (4) Flower rooms can produce 1,600 – 2,500 lbs. per year;
- (8) Flower rooms can produce 3,200 – 5,000 lbs. per year, and;
- (16) Flower rooms can produce 6,400 – 9,000 lbs. per year

(1) Cultivation Center Financial Statements

Income Statement	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Number of Patient Visits per Month	1000	1900	2000	2500	3000	5000	5000	8000	8000	8000
Ounces / Visit / Month	1	1	1	1	1	1	1	1	1	1
Prios per Ounce	\$200	\$200	\$200	\$200	\$200	\$175	\$175	\$150	\$150	\$150
Price per Pound	\$3,200	\$3,200	\$3,200	\$3,200	\$3,000	\$2,800	\$2,800	\$2,500	\$2,500	\$2,500
Capacity (pounds)	2,400	2,400	2,400	2,400	2,500	4,000	4,000	6,000	6,000	6,000
Utilization (pounds)	1,750	1,125	1,500	1,875	2,250	3,750	3,750	6,000	6,000	6,000
Inventory (pounds)	1,650	1,275	900	525	250	250	250	600	600	600
% utilized	31%	47%	63%	78%	90%	94%	94%	91%	91%	91%
Gross Revenue (includes Edibles)	\$2,640,000	\$3,960,000	\$5,280,000	\$6,600,000	\$7,425,000	\$12,375,000	\$11,550,000	\$18,480,000	\$17,160,000	\$17,160,000
Net Revenue	\$2,640,000	\$3,960,000	\$5,280,000	\$6,600,000	\$7,425,000	\$12,375,000	\$11,550,000	\$18,480,000	\$17,160,000	\$17,160,000
Growth %		50.0%	33.3%	25.0%	12.5%	66.7%	-6.7%	60.0%	-7.1%	0.0%
Total Cost Per Plant	(\$100)	(\$120)	(\$104)	(\$108)	(\$108)	(\$110)	(\$113)	(\$115)	(\$117)	(\$120)
# of Plants per month	120	120	120	120	120	500	500	1000	1000	1000
COGS	(\$12,000)	(\$12,240)	(\$12,480)	(\$12,734)	(\$12,988)	(\$55,204)	(\$56,208)	(\$114,868)	(\$117,166)	(\$119,509)
Gross Profit	\$2,628,000	\$3,947,760	\$5,267,515	\$6,587,266	\$7,412,011	\$12,319,796	\$11,493,692	\$18,365,131	\$17,042,834	\$17,040,491
Fixed Charge for Cultivation	(\$1,190,375)	\$0	\$0	\$0	(\$50,000)	(\$500,000)	\$0	(\$500,000)	\$0	\$0
Fixed Charge for Operations	(173,657)	\$0	\$0	\$0	\$0	(\$250,000)	\$0	\$0	\$0	\$0
Charge for Maintenance - 5% fixed cost	\$0	(\$88,202)	(\$71,612)	(\$75,182)	(\$78,952)	(\$78,952)	(\$78,952)	(\$82,889)	(\$82,889)	(\$82,889)
Total Fixed Costs	(\$1,364,032)	(\$88,202)	(\$71,612)	(\$75,182)	(\$78,952)	(\$828,952)	(\$78,952)	(\$82,889)	(\$82,889)	(\$82,889)
Variable Charge for Labor	\$ -	(\$87,200)	(\$815,272)	(\$800,000)	(\$899,000)	(\$1,250,000)	(\$1,282,500)	(\$1,500,000)	(\$1,515,000)	(\$1,530,150)
Variable Charge for Overhead	\$ -	(788,479)	(739,364)	(694,327)	(612,379)	(1,000,000)	(1,070,000)	(1,220,100)	(1,230,301)	(1,240,654)
Total Variable Costs	(\$665,000)	(\$1,595,679)	(\$1,611,650)	(\$1,574,527)	(\$1,712,179)	(\$2,250,000)	(\$2,272,500)	(\$2,520,100)	(\$2,545,301)	(\$2,570,754)
Net Income	\$988,968	\$2,263,880	\$3,584,298	\$4,807,746	\$5,111,689	\$9,240,844	\$9,142,240	\$15,282,132	\$14,414,634	\$14,388,637
Net Income	\$988,968	\$2,263,880	\$3,584,298	\$4,807,746	\$5,111,689	\$9,240,844	\$9,142,240	\$15,282,132	\$14,414,634	\$14,388,637
Profit Margin	15.11%	57.67%	67.88%	72.84%	68.84%	74.67%	79.15%	82.55%	84.00%	83.84%

Product Information, Labeling and Packaging Plan

Appendix C.2.a

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1. **Mission**

C-THREE's **mission** is to provide consistently pure, medical-grade marijuana and consistently dosed medical marijuana infused products (MIP's) to the registered patients of Connecticut in strict Compliance with the Connecticut Medical Marijuana Program as codified at Connecticut General Statutes, sections 21a-408 *et sequens*. Our success in fulfilling our vision is measured by dispensary and patient satisfaction, team member excellence and happiness, improvement in the state of the environment, return on capital investment, and community support.

Intelligent product design takes careful planning from the outset. Accordingly, C-THREE has partnered with uniquely experienced marijuana product development specialists, Dr. Jeff C. Raber Ph.D and noted research scientist Sytze Elzinga of Werc Labs. More generally, C-THREE has taken a comprehensive approach to the manufacture of effective, safe, and reliable marijuana products to Connecticut's registered dispensaries. Equal parts dedication and science yield consistent results, and professional standards help ensure strict compliance.

In addition to the list of products offered, and the packaging and proposed labels herein, C-THREE addresses strain selection, extraction methods, cannabinoid and terpene profiling and treatment, and quality assurance measures – each a necessary component of C-THREE's ultimate product offerings.

2. **Strain Background**

Phyto Management, C-THREE's designated cultivation team, will cultivate coveted strains propagated within small circles of medical marijuana cultivators for decades. The strains are heralded for their specific genetic expressions, superior bioavailability, and efficacy in treatment protocols. Many growers propagate strains that bear the same name as Phyto's genetics, but the progeny are not identical – these genetics have often been cross bred, but labeled as an original to command a higher price in genetics markets. In contrast, Phyto remains in possession of, and is pleased to provide, original genetics sought after by patients suffering from epileptic disorders, intractable neuropathic pain, central nervous system disorders, and other prevalent, qualifying conditions.

Sativa, *Indica*, and *Sativa-Indica Hybrid* strains of cannabis have marked differences in their cannabinoid profiles, and yield different effects when mediated by the body's CB1 and CB2 receptors. It is important for patients to be aware of the various cannabinoid profiles made available, as it has been shown that certain profiles are best suited for certain conditions. In consultation with their physicians, patients can select the optimal strain and cannabinoid profile for their condition. It is important to note that these are general guidelines, and the effects of particular strains can vary from person to person.

Sativas

Originating in the tropical climates of south Asia, Sativas are generally the more psychoactive of the two cannabis species. This species and its subspecies tend to contain higher concentrations of THC, and may be more effective in treating the psychological effects of some illnesses, and in palliative care.

Benefits commonly associated with Sativas include:

- analgesic; alleviates or reduces awareness of pain and neuropathic pain
- antiemetic; alleviates nausea
- appetite stimulant
- expectorant

Indicas

The effects of Indicas can include a more physical aspect. It is believed that Indicas originated in the highlands of Asia, northwest of the Himalayas. Indicas tend to be more sedative.

Benefits commonly associated with Indicas include:

- muscle relaxant
- anti-inflammatory
- anti-anxiety; anti-stress
- sleep-aid, anti-insomnia
- antiepileptic; reduces frequency of seizures
- appetite stimulant
- relieves intraocular pressure
- expectorant
- analgesic; reduces pain

3. Strain List

In consultation with Phyto Management and Werc Labs and after considerable analysis of available data, C-THREE has selected the following strains for cultivation in the first year of operation. Our driving tenant in identifying these varieties was patient care – we chose a range of strains that will effectively address the list of qualifying conditions, including strains **high in CBD** content and low in THC content. Phyto shall propagate and cultivate one or more strains exhibiting the identical cannabinoid traits as certain strains that have been credited with effectively fighting epileptic disorders in Colorado.

Strains were also selected for their time-to-flower and historical yields to ensure that C-THREE is consistently yielding a sufficient supply of medical-grade cannabis. See Cultivation Plan at Appendix G.1 for additional information.

The following chart provides an overview of C-THREE's strain selection. It

should be noted that **C-THREE will not employ any street names** commonly associated with these genetics; street names are provided herein for application purposes only and ease of reference.

	Street Name	Genetics	Reported Benefits/Symptoms	Qualifying Conditions
1	Malawi	Sativa	Intractable Pain; Neuropathic Pain; Appetite Stimulant; Anxiety/Depression	Cancer, HIV/AIDS, Crohn's, PTSD
2	Blue Dream	Sativa	Intractable Pain; Neuropathic Pain; Anxiety/Depression	Cancer, HIV/AIDS, Multiple Sclerosis, Crohn's
3	Durban Poison	Sativa	Anxiety; Anti-Emetic	Glaucoma, Cancer, HIV/AIDS, Multiple Sclerosis and Parkinson's
4	Sour Diesel	Sativa-Dominant Hybrid	Intractable Pain; Neuropathic Pain; Appetite Stimulant; Anxiety/Depression	Cancer, HIV/AIDS, Multiple Sclerosis, Crohn's, PTSD
5	Original Diesel	Indica-Dominant Hybrid	Intractable Pain; Neuropathic Pain; Appetite Stimulant; Anxiety/Depression; Migraine, Anti-emetic; Insomnia	Glaucoma, Parkinson's, Multiple Sclerosis, Crohn's, Epilepsy, Cancer,
6	Face Wreck	Sativa Dominant-Hybrid	Anxiety/Depression/ Neuropathic Pain	Glaucoma, PTSD, Multiple Sclerosis, Crohn's, Parkinson's
7	Ghost Train Haze	Sativa Dominant-Hybrid	Appetite Stimulant; Anxiety/Depression	PTSD, Cancer, HIV/AIDS, Multiple Sclerosis
8	Larry OG	Indica Dominant-Hybrid	Appetite Stimulant; Anxiety/Depression; Migraines; Insomnia	Cancer, HIV/AIDS, Crohn's, Cachexia, Multiple Sclerosis
9	Flo OG	Indica-Dominant Hybrid	Appetite Stimulant; Anxiety/Depression; Migraines	PTSD, Cancer, HIV/AIDS, Multiple Sclerosis, Crohn's
10	Blockhead	Indica	Intractable Pain; Neuropathic Pain; Appetite Stimulant; Insomnia	Cancer, HIV/AIDS, MS, Cachexia, Glaucoma
11	Sour Bubble	Indica	Neuropathic Pain; Appetite Stimulant; Insomnia	HIV/AIDS, MS, Cancer, Cachexia, Glaucoma, Epilepsy
12	Sour Tsunami II	Indica-Dominant Hybrid	High CBD:THC Ratio ; Immune System Repair; Intractable Pain, Neuropathic Pain; Neuropathic Regulation; Digestive Aid; Regulates Inflammation; Muscle Spasms; Insomnia; Anxiety/Stress	Epilepsy, Crohn's, Multiple Sclerosis, Parkinson's, Intractable Spasticity caused by Spinal Cord Trauma, Cancer

4. Concentrates and Extraction

Concentrates offer a pure, concentrated source of the active compounds. Whether by pulmonary uptake (smoke or vapor), transdermal absorption (topicals), or metabolizing (pills/edibles), concentrates can be helpful to patients that require large doses, including those enduring chemotherapy. Concentrates are created through an extraction process whereby raw flower and plant matter is reduced down to a liquid state.

C-THREE's has partnered with highly experienced extraction technicians as overseen by Phyto Management and Werc Labs. Phyto's experienced technicians will utilize three (3), proven, solvent-free extraction techniques. Specifically, the extraction team has had great success with: Dry Sieve Extraction (DSE), Cold-Water Extraction (CWE), and Direct Heat Infusion (DHI). Each is effective in working with the cannabinoid and terpenoid-rich resin heads, and without (the commonly used) toxic petroleum distillates or environmentally harmful tactics.

Solvent-free methods of extraction will be utilized to provide concentrated cannabinoids with no residual solvents present. This base material can be used directly in a tincture, or further refined, to serve as a base starting point. This mixture contains cannabinoid acids, the natural THCA and CBDA produced by the plant. Non-heated methods of infusion of this concentrate will be used to provide **cannabinoid-acid rich** base material. Additionally, as another option for patients, controlled atmosphere heating of the cannabinoid-acid rich material will be conducted to provide a decarboxylated product, the neutral cannabinoids THC and CBD, with minimization of loss in to the degradation product CBN. This neutral cannabinoid base material can be directly infused while warm under vigorous mixing to provide a homogeneous oil or tincture solution. These oil and tincture solutions can serve as an end product directly or be used to infuse additional non-inhalation products.

Extraction, Generally

Before any extraction can commence, stems, fan leaves, and general plant debris must be carefully removed. This process is performed by Phyto Management's skilled cultivation support team – proper handling of the raw flower is critical in preserving the purity of the flower, and the integrity of the cannabinoid-rich resin heads. The resulting plant material is processed utilizing a dry sieve, and then subjected to cold water extraction or direct heat infusion.

Once extracted, cannabinoids and terpenes, can be consumed via pulmonary uptake (vapor or smoke). Alternatively, the extract can be infused directly into butters, cooking oils, alcohols, and hypoallergenic moisturizers for optimal transdermal absorption or metabolizing.

In the C-THREE production facility, such infusion will occur in the MagicalButter botanical extraction device – a stainless steel, industrial-grade processor designed specifically for botanical extraction and infusion. The MagicalButter is fully automated; a microprocessor effects a set of sequences depending on the substrate to be infused. Temperature is controlled by an integrated digital thermostat that maintains the micro-climate between 160-250 degrees Fahrenheit. After the infusion, the substrate is strained of plant material and ready for laboratory testing.

The device was manufactured to work with the following;

- Butter
- Tincture – vegetable glycerin
- Olive oil
- Coconut oil
- Sunflower oil
- Avocado oil
- Hypoallergenic Moisturizers

4 (a) Dry Sieve Extraction

DSE is labor intensive, especially when performed by hand, as C-THREE has committed to. It is highly effective, however, in isolating the resin powder from the plant material – a necessary step in concentration – without compromising the integrity of the cannabinoid essential oils and critical terpenes. Resin powder consists of the encapsulated, bulbous glands which are filled with viscous cannabinoid and terpene concentrations. Once isolated, collected, and processed, the concentrate is readily and consistently dosed during the infusion process, after strict lab screens for purity and profiling. The remaining plant material (fan leaves, stems, small flowers) can be processed via cold-water extraction to create additional concentrate.

4 (b) Cold Water Extraction

The plant debris (e.g. leaves, stems, etc) can yield quality and substantial amounts of concentrate in CWE. Fresh or dry plant material is placed in a sterile mesh bag, and submerged in a bath of ice water in a commercial grade, stainless steel washing machine. The machine gently agitates the water for approximately 30 minutes. Next, the water is drained and strained through additional screens that allow the dislodged resin glands to sink rapidly to the bottom of the collection well, where can be collected and dried. Unlike the resin glands, the essential oils dissolve when exposed to the cold water, so this technique produces a concentrate with less terpenes than the previously described dry sieve technique.

4 (c) Direct Heat Infusion

Cannabinoids and terpenes are readily dissolvable in vegetable oils which may be used for both extraction and as a substrate. Oils are for the most part non-soluble in water and therefore they do not extract excessive water soluble constituents, like chlorophyll. There are practical limits to the potency that can be achieved extracting with oil, because as the oil becomes saturated with cannabis terpenes the solvent action slows down before stopping altogether. A key factor in achieving maximum removal rates and efficiency, is keeping the boundary layer between the undissolved resins and the unsaturated oils used for extraction regularly removed and this is accomplished by mixing

5. List of Marijuana Infused Products (MIPs)

Working with our product development team, renowned cannabinoid scientists Jeff Raber, Ph.D and Sytze Elzinga of Werc Labs, C-THREE is able to offer consistently dosed marijuana products manufactured to exacting standards. Werc labs recognizes the importance of profiling terpenes, in addition to cannabinoids, as understanding the physiological response of the patient requires terpene analysis, not simply a CBD/THC ratio. Werc was the first laboratory to begin profiling terpenes within the medicinal cannabis industry, and today remains the leaders in new frontier by screening for 37 different terpenes using advanced gas-chromatographic techniques.

Accordingly, C-THREE will offer a suite of precisely dosed, effective products, including:

Product Type	Extraction Technique
Extracts and Tinctures	Dry Sift / Cold Water
Standardized Oral Spray	Direct Heat Infusion
Coconut Infused Oil	Direct Heat infusion
Transdermal Patches	Direct Heat Infusion
Topical Oils and Moisturizer	Direct Heat infusion
Pills and Capsules	Dry Sift / Cold Water Extraction

6. Detailed Product Descriptions

The following therapeutics and nutraceuticals have been formulated by renowned cannabinoid and terpene scientists responsible for the successful design and manufacturing of consistently dosed, effective marijuana products in California and the Netherlands, including cannabis pills (extract and powder-based), baked goods (metabolites), oral products, skin topicals, and mechanical products on a commercial scale. Each product is derived of a specific strain bred for a specific cannabinoid and terpene profile. Each brand of product will carry a cannabinoid profile within the allowed variance under the Regulations.

Each brand name assigned to the following products will be submitted for approval pursuant to the Regulations, Section 21a-408-59. The proposed marijuana products include:

6 (a) Raw Flower

C-THREE raw flower will be pre-sorted and packaged into single grams, 1/8 ounce, 1/4 ounce, 1/2 ounce, and ounce packages for resale at the dispensary level. Please see Cultivation Plan for a detailed description of the raw flower and raw flower cultivation and manufacturing process.

6 (b) Pill and Capsules

Cannabis concentrate infused in a desirable oil, such as coconut oil, can be used to create a capsule based product that is available for oral delivery. Oral products are subjected to absorption and first-pass liver metabolism to create hydroxylated neutral cannabinoid derivatives that are typically longer lasting, but slightly different, than inhaled cannabinoids. For example, 11-hydroxy-tetrahydrocannabinol (11-OH-THC) is five (5) times more active at the CB₁ receptor than the non-metabolized neutral THC. This means less of the compounds are needed to provide a similar effect, some of which some patients prefer while others will not. Liquid capsules offer more easily standardized dosage delivery while powder forms may be slightly more challenging to completely homogenize on a tightly standardized dosage loading. Therefore, initially we will provide oil based capsules for oral consumption, and if patients are not accepting of this formulation, we will develop a tightly standardized powder formulation. Each batch of capsules made will be tested using 10 different capsules for assurance of capsule weight and capsule cannabinoid content and will be labeled according to the average of these batch values.

6 (c) Baked Goods – e.g. C-THREE Cookies and Brownies

C-THREE Baked Goods shall be individually and made with only the Grade-A ingredients, with gluten-free options available. The Baked Goods will be infused with cannabis butter or dairy-free cannabis infused oil (e.g. coconut oil) for vegan dietary needs. All products will be baked in commercial ovens in C-THREE's registered kitchen in C-THREE production facility, and produced in according to C-THREE's Policies & Procedures.

Our staff shall carefully monitor and employ controlled dosed monitoring of critical control points concerning raw material input, conversion into intermediate oils and advanced ingredients, and ultimately incorporation of the active cannabinoids into the final baked good.

Multiple monitoring points are followed by advanced chromatographic techniques allowing for the detailed monitoring of the physiologically active ingredients derived from the raw cannabis material. Close

monitoring ensures minimal variations and more tightly controlled dosage delivery across consistent medicinal product lines.

Each individually wrapped cookie or brownie will be available in single, double, and triple strength, corresponding to single dose, double dose, and triple dose, respectively – unless patients require different allotments as directed by their physicians. Each dose or titration shall contain 10mg of THC. The amount of additional CBD, THCA, and CBDA in each dose will depend on the brand of baked good. Products high in CBD and low THC shall be made available, as well as a 1:1 ratio of the same cannabinoids.

No preservatives shall be tolerated in the manufacturing process, and all baked goods made to order and cold-stored until retail sale.

6 (d) Tinctures

Generally, bioavailable cannabis tinctures can be made with various base liquids. C-THREE tinctures will be prepared from glycerin, olive oil, grapeseed oil, soy lecithin or other base, prepared in a controlled dose fashion from quantified concentrate blended as necessary, and diluted to specifications to create **standardized THC and CBD based products**. Tinctures are generally administered by a pipet, or medicine dropper, and can be delivered in a quantified fashion based on gradations. Sublingual delivery allows for bypassing the liver and rapid introduction of the same compounds available from inhalation routes. Directly, cannabinoids and terpenes of interest can be introduced to the blood-stream providing relief in only minutes. C-THREE will seek to avoid the use of alcohol in our tinctures to avoid potential mouth burning or physiological contraindications with other medications the patient may be consume. In no event will alcohol be used outside the limitation set forth in the Regulations.

6 (e) Marijuana Infused Coconut Oil

Cannabis Coconut Oil can be used as a topical or infused into food for digestion. Base concentrate can be infused to coconut oil at different concentrations to provide a product for the desired use. Coconut oil allows for a high concentration of cannabinoids and makes for an easy base to work with in forming an end product topical or a direct food additive.

6 (f) Topical Oils and Lotions

Topical oils and moisturizers will be infused with the same base materials used to make tinctures. All natural product bases will be created and infused with a preferred cannabis concentrate oil that is amenable to inclusion in the product base. Topicals can be produced with various combinations of acidic and neutral cannabinoids. We will be able to provide THCA/THC and CBDA/CBD product formulations, in addition to

combinations thereof. Cannabinoid acids can serve as excellent anti-inflammatory agents and do not offer any psychoactive effects. Products containing these cannabinoids may be exceptionally effective against inflammatory conditions.

6 (g) Transdermal Patches

Cannabis concentrate may be administered via a medicated adhesive patch that is placed on the skin to deliver a specific dose of medication through the skin and into the bloodstream. An advantage of a transdermal drug delivery is that the patch provides a controlled release of the medication into the patient, usually through either a porous membrane covering a reservoir of medication or through body heat melting thin layers of medication embedded in the adhesive.

6 (h) Oral Sprays

The C-THREE Oral Spray is a similar way to sublingually deliver cannabinoids directly to the bloodstream while by-passing liver metabolism. Oral sprays offer a direct means of accurately titrating the amount of medicine delivered and may be preferred by some patients over tinctures.

6 (i) Sublingual Alternatives

Breath strips and lozenges offer alternatives to tinctures for sublingual product delivery methods. These products will be developed to again include various cannabinoid concentrations and where possible use natural ingredients as the specialized base. Cannabis concentrate material will serve as the foundation of cannabinoids to be included in these specialized products.

7. Quality Control

Quality control is not simply a matter of testing, it is a mindset, and requires constant monitoring and pre-determined redundancies throughout the manufacturing process and supply chain. As most products are derived of the same raw material, that initial material will be monitored regularly and rigorously for all required safety and active ingredient profiles.

As a matter of course, raw plant material is the fundamental base, followed by the initial cannabis concentrate. The secondary concentrate will be tested for microbiological agents that may have formed in the processing, along with cannabinoid concentrations before being further processed for infusion. Active ingredient concentrations must be monitored at all points along the production process including concentrate form, oil/base form, and final product form.

Multiple internal replicates will be performed on final product forms to provide an average value of the whole batch, generating an accurate representative value for

labeling that will be verified through our external independent laboratory. All final products will be subjected to microbiological and mycotoxin/afflatoin testing immediately before packaging and release. Packaging lines will be monitored for the generation of any potential contaminations through rigorous cleaning and microbiological safety testing assurance protocols.

8. Titration or Dosing

Unit doses in non-smokable products will initially be standardized according to cannabinoid concentration, this may include all of THC, CBD, THCA and CBDA. A unit dose of the cannabinoids delineated on each label shall equate to 10 milligrams of active ingredient. For example, a single strength C-THREE Pill (brand name TBD) may contain one dose (10mg) of THC and one dose (10mg) of CBD. A double strength Pill of the same brand would contain 20mg of each THC and CBD.

Patient titration is best achieved through providing a diverse platform of product types and varying ratios of cannabinoids. If a patient can achieve single milligram dosing within each product type, they will more easily be able to provide their own titration points. Products in 1mg, 5mg and 10mg dosing levels may be made upon special requests to allow patients to find their most optimal dose in their desired product form. Based on our work in other medical marijuana jurisdictions, we do not anticipate a significant demand for these smaller doses, as exceeding the amount of required cannabinoids and terpenes is generally very safe, and often do not cause disorienting side-effects. This is especially the case with exaggerated amounts of CBD and cannabinoid acids such as THCA and CBDA.

9. Product Labeling

C-THREE's production team is deeply experienced in all aspects of production, including compliant labeling and packaging when dealing with controlled substances such as cannabis. All marijuana and marijuana containing products will be labeled and packaged in strict accordance with Connecticut General Statutes, Section 21a-408-56; Current Good Manufacturing Practice in Manufacturing, Packaging, Labeling, or Holding Operations for Dietary Supplements, 21 C.F.R 111; and in child-resistant and light-resistant "special packaging" as set forth in the Poison Prevention Packaging Act of 1970 Regulations, 16 C.F.R. 1700.1(b)(4). All labels will display the results of an active ingredient analysis, a microbiological contaminants analysis, a mycotoxin analysis, a heavy metal analysis and a pesticide chemical residue analysis which have been completed on a batch basis by a laboratory. See attached labels at the end of the document.

Standards set forth in C-THREE's Labeling Policies & Procedures include:

- Meet or exceed the safety and quality requirements set forth in the Regulations;
- Provide a bio-safe, contaminant free, cultivation and product manufacturing facility that complies with the Connecticut Food, Drug and Cosmetic Act, Connecticut General Statutes, sections 21a-91 to 21a-120, inclusive, Connecticut 58 General Statutes, sections 21a-151 to 21a-159, inclusive, regarding bakeries and food manufacturing establishments, and Current Good Manufacturing Practices (cGMP) as defined by the Food and Drug Administration;

9 (a) Label Criteria

C-THREE labels have been designed to meet or exceed all applicable requirements as set forth in the Regulations and pursuant to all applicable laws and regulations as enumerated, above.

Compliant labels are easily generated and updated by C-THREE’s robust management, tracking, inventory, and point-of-sale software, the AgriSoft™. Please see labels attached to the end of this docuemtn for examples of compliant labels. The labels include:

1. The name and address of the producer;
2. The brand name of the marijuana product that was registered with the department pursuant to section 21a-408-59 of the Regulations of Connecticut State Agencies;
3. A unique serial number that will match the product with a producer batch and lot number so as to facilitate any warnings or recalls the department or producer deem appropriate;
4. The date of final testing and packaging;
5. The expiration date;
6. The quantity of marijuana contained therein;
7. A terpenes profile and a list of all active ingredients, including:
 - (A) tetrahydrocannabinol (THC);
 - (B) tetrahydrocannabinol acid (THCA);
 - (C) cannabidiol (CBD);
 - (D) cannabidiolic acid (CBDA); and
 - (E) any other active ingredient that constitute at least 1% of the marijuana batch used in the product.
8. A pass or fail rating based on the laboratory’s microbiological, mycotoxins, heavy metals and chemical residue analysis; and
9. Such other information necessary to comply with state of Connecticut labeling requirements for similar products not containing marijuana, including but not limited to the Connecticut Food, Drug and Cosmetic Act, Connecticut General Statutes, sections 21a-91 to 21a-120, inclusive, and Connecticut General Statutes, sections 21a-151 to 21a-

159, inclusive, regarding bakeries and food manufacturing establishments.

9 (b) Brand Name

C-THREE will assign a brand name for each marijuana product, and seek approval and registration of each brand with the department pursuant to section 21a-408-59 of the Regulations. C-THREE is pleased to have the opportunity to assign medically focused names to its products, and advocates against the use of street names and consumer-appealing brands.

Each brand shall be associated with a specific laboratory test that includes a terpenes profile, and a list of all active ingredients, including:

1. Tetrahydrocannabinol (THC);
2. Tetrahydrocannabinol acid (THCA);
3. Cannabidiols (CBD);
4. Cannabidiolic acid (CBDA); and
5. Any other active ingredient that constitutes at least 1% of the marijuana batch used in the product.

9 (c) Bulk Items

As an internal process, and after each Batch is given its proper serial number, lot number, and required designations, each harvest or Batch of medical marijuana and marijuana products will be broken down into bulk lots for curing and storage. Bulk lots will be kept inside of C-THREE's security-rated, steel-reinforced vault. Bulk item and bulk item labels will only be used internally.

A Sample Bulk Item Label has been attached to the end of the document.

9 (d) Batch Items (Non-smokable Products)

All Batch productions shall be assigned a unique serial number and lot number, and consist of the same constituents within the prescribed variances pursuant to the Regulations.

As batches of ingestible items are produced, they will be individually packaged for safety according to all applicable laws and regulations including Current Good Manufacturing Practice in Manufacturing, Packaging, Labeling, or Holding Operations for Dietary Supplements, 21 C.F.R 111, and the Poison Prevention Packaging Act of 1970 Regulations, 16 C.F.R. 1700.1(b)(4). Individually packaged products will be kept in large storage containers labeled as "Batch Items" prior to sale. Batch Item labels will only be used internally, and Batch Items will be stored in the C-THREE, security rated, steel-reinforced vault.

A Sample Batch Item Label has been attached to the end of the document.

9 (e) Pre-Pack Items (Medical Marijuana)

All medical marijuana ordered by client dispensaries will be measured into designated, compliant quantities and packaged and labeled on C-THREE premises according to all applicable laws and regulations as recited throughout this document.

A Flower Item Label has been attached to the end of the document.

9 (f) Pre-Pack Items (Non-smokable Products)

Bulk lots of ingestible items shall be broken down into individually packaged ingestible items on a just-in-time inventory basis, as dictated by client dispensary purchase orders. The AgriSoft™ inventory management software provides for seamless product flow and tracking down to a fraction of a gram. These labels meet the requirements set forth by the Board.

A Sample Edible Label has been attached to the end of the document.

9 (g) Transport Items

All of the prepackaged medical marijuana ordered by client dispensaries will be consolidated and placed into an opaque transport box. Sealed transport boxes shall be considered Transport Items. A Transport label is printed and then affixed to an invoice compliant with the requirements as set forth in the Regulations.

See Transportation Plan at Appendix H for additional detail.

A Sample Transport Label has been attached to the end of the document

10. Producer Record Keeping

C-THREE shall maintain detailed and accurate books and records, including daily logs, of each aspect of its operations according to Current Good Manufacturing Practices (“cGMP”), and pursuant to section 21.a-408-70 of the Regulations. C-THREE shall keep such records for all marijuana and marijuana products produced or manufactured, and all marijuana that is disposed. Such record keeping shall be performed by the qualified manager charged with oversight of a particular discipline within the production facility, or his qualified designee. Records and daily logs shall include:

- The brand name, kind, and quantity of marijuana involved;
- The date of such production or removal from production;
- A record of all marijuana sold, transported or otherwise disposed of;
- The date and time of selling, transporting or disposing of the marijuana;
- The name and address of the dispensary facility to which the marijuana was sold;

- The name of the dispensary who took custody of the marijuana; and
- The name of the production facility employee responsible for transporting the marijuana.

11. Packaging

C-THREE’s production team is deeply experienced in all aspects of production, including compliant, eco-friendly packaging of controlled substances such as cannabis. All marijuana and marijuana containing products will be labeled and packaged in strict accordance with Connecticut General Statutes, Section 21a-408-56; Current Good Manufacturing Practice in Manufacturing, Packaging, Labeling, or Holding Operations for Dietary Supplements, 21 C.F.R 111; and in child-resistant and light-resistant “special packaging” as set forth in the Poison Prevention Packaging Act of 1970 Regulations, 16 C.F.R. 1700.1(b)(4). All labels will display the results of an active ingredient analysis, a microbiological contaminants analysis, a mycotoxin analysis, a heavy metal analysis and a pesticide chemical residue analysis which have been completed on a batch basis by a laboratory.

- Sorbent Systems shall be a C-THREE preferred supplier of packaging.
- C-THREE will strive to use low-carbon footprint, biodegradable packaging when possible;
- All packaging will comply with FDA and USDA regulations where applicable;
- Raw flower and baked goods will be packaged in special Child-Resistant, opaque, upright or flat mylar packs and pouches with an internal, non-petroleum-based coating or lining, a ZipSeal™ resealable enclosure to ensure the medicine is not unnecessarily exposed to oxygen, and a Sorbent System Oxygen Absorber;
- All food products will be packaged in direct food contact approved packaging;
- All other products such as tinctures will packaged in cosmetic approved packaging;
- The packaging room will maintain its own environmental controls regulating heat and temperature. Additionally the light available in this room will come from Green Spectrum lights that do not degrade cannabinoids;
- All retail marijuana and marijuana products shall leave retail establishments in child-resistant packaging as defined by A STM International and the Poison Prevention Packaging Act (PPPA) of 1970;
- All child-resistant packaging shall be opaque;
- All child-resistant packing shall be re-sealable;
- Allowances will be made to re-use appropriate child-resistant packages;
- All C-THREE products are packaged in Child Resistant Packaging

(CRP), in accordance with Title 16 C.F.R. 1700 of the U.S. Poison Prevention Packaging Act and WAC 314-55-105 (Packaging and Labeling Requirements).

12. Consistency of Product

Consistency begins by propagating identical clones of each strain. Cultivating genetically identical plants helps ensure the highest degree of consistency across each area of the final-product, a safe, predictable physiological experience for patients, and ultimately better patient outcomes.

Additionally, consistent conditions and rigorous plant care help ensure that cannabinoid and terpene profiles are consistent. Phyto Management renders a meticulous approach to cultivation, precisely tracking the growth of the medical marijuana at all stages, and closely monitoring the environmental conditions of the Cultivation Center (including each micro-climate in the various rooms) according to Policies & Procedures. Optimized feeding regimens are closely monitored and adjusted based on the then-current expression of the plants. Software-powered alerts indicate when attention is required, in addition to the staff's regularly scheduled examinations.

Consistency is confirmed through analytical testing under the auspices of C-THREE's partnership with Werc Labs, and its renowned cannabinoid and terpene scientists Dr. Jeff C. Raber Ph.D and Sytze Elzinga. In addition to serving on C-THREE's product development team, Dr. Raber and Mr. Elzinga are the preeminent cannabis lab technicians in the United States, and have been invited to present their lab findings at cannabinoid conferences throughout the US, in Germany, China, and the Czech Republic

The partnership with Werc is critical for several reasons. First, Werc is the only laboratory in the United States that investigates, tracks, and analyzes cannabis terpenes (37 of them). Cannabis is a complex plant, and understanding how it affects patients takes a more detailed analysis and understanding than simply identifying cannabinoid weight ratios e.g. THC/CBD/THCA/THCV. Terpenes greatly modify and modulate the effects of THC and other cannabinoids. Understanding and augmenting terpene combinations is the process by which a true pharmaceutical approach to cannabis can be administered;

Second, it is not possible to confirm that a strain is the strain it purports to be without an analysis of terpenes (in addition to the basic cannabinoid profiling).

In addition to independent lab testing required under the Regulations, C-THREE's medical marijuana will be tested to determine its phytochemical contents (cannabinoids, and other secondary metabolites) at regular intervals during its growth, and post-harvest before being packaged and sold.

13. Quality Assurance

Besides the aforementioned testing C-THREE staff will conduct Plant to Package Screening. PTPS shall be a continual part of daily activities within the Cultivation Center and will work to safeguard all C-THREE products. All medical marijuana will be screened throughout its growth and harvest. Testing prior to packaging, and screening all material as it is being packaged will ensure that no contaminated or otherwise adulterated medical marijuana leaves the premises. Any medical marijuana that is deemed unfit for sale will be destroyed according to procedures set forth in the Security Plan. Furthermore, the cannabinoid content of all plant matter will be tested and the results shall be included on the label.

14. Cannabinoid Profiling

All harvested and dried marijuana will be tested for bacteria, mold, fungi, terpenes, and cannabinoid profiles prior to being prepackaged for sale to client dispensaries. At least four (4) samples of each batch of harvested marijuana shall be Standard Plate Count tested to verify the batch is free of bacteria, molds, and fungi. Cannabinoid profiling will be completed in-house using, when economically feasible, a quadrupole mass spectrometer / liquid chromatograph, in addition to the registered, independent laboratories in Connecticut. A sample profile has been attached as Appendix “__”.

Cannabinoids

- **delta-9-tetrahydrocannabinol (THC)** Boiling point: 157°C / 314.6 degree Fahrenheit Properties: Euphoriant, Analgesic, Antiinflammatory, Antioxidant, Antiemetic
- **cannabidiol (CBD)** - Boiling point: 160-180°C / 320-356 degree Fahrenheit Properties: Anxiolytic, Analgesic, Antipsychotic, Antiinflammatory, Antioxidant, Antispasmodic
- **Cannabinol (CBN)** Boiling point: 185°C / 365 degree Fahrenheit Properties: Oxidation, breakdown, product, Sedative, Antibiotic
- **cannabichromene (CBC)** Boiling point: 220°C / 428 degree Fahrenheit Properties: Antiinflammatory, Antibiotic, Antifungal
- **cannabigerol (CBG)** Boiling point: MP52 Properties: Antiinflammatory, Antibiotic, Antifungal
- **tetrahydrocannabivarin (THCV)** Boiling point: < 220°C / <428 degree Fahrenheit Properties: Analgesic, Euphoriant

15. Terpenoid Profiling

Led by C-THREE’s product development team, Jeff Raber and Sytze Elzinga, Werc was the first laboratory to begin profiling terpenes within medicinal cannabis in the summer of 2011. Werc remains the leaders in this dynamic new frontier of understanding by screening for 37 different terpenes using advanced gas-chromatographic techniques. Terpenes are critical to confirming that a strain

is the particular strain it is claimed to be, and **they are ultimately responsible for delivering the complex effects provided by whole plant medicinal cannabis products.** Any patient who has attempted to utilize only THC, CBD and CBN (an artifact of improper analysis which is actually not in fresh flowers), will be able to tell you that comparing only THC values will not help you identify which strain is most effective for their condition. Cannabis is far more complex than one or two cannabinoids. Terpenes modify and modulate the effects of THC and other cannabinoids, and impact the overall medicinal properties of the particular cultivar. Terpenes are also predominant players in the smell and taste of medicinal cannabis.

Terpenes are all flavor and fragrance components common to human diets, and they have been designated “Generally Recognized as Safe” by the US Food and Drug Administration. Terpenes share a common precursor with phytocannabinoids and they are quite potent, being known to affect animal and even human behavior when inhaled from ambient air at serum levels in the single digit ng/mL range. It doesn’t take much of them to make a physiological impact. Terpenes display unique therapeutic effects that may contribute to the overall effects of medicinal cannabis; a reason whole based medicines are superior to single-molecule cannabinoid therapies like Marinol® or other synthetics like Rimonabant. The synergy of terpenes and cannabinoids are most likely responsible for providing the effective treatment of pain, anxiety, epilepsy, inflammation, depression, cancer, fungal and bacterial infections, including methicillin-resistant *Staphylococcus aureus*. Terpenes are the components responsible for the plethora of powerful medicinal benefits delivered by cannabis.

A recent publication by Ethan Russo of GW Pharmaceuticals in the British Journal of Pharmacology (<http://10.1111/j.1476-5381.2011.01238.x>) describes this effect, which is now being termed the entourage effect. For medicinal cannabis patients to receive the proper medication, finding the right strain/product required to meet their medical needs, they will need to understand the terpene content and seek to harness the complete entourage effect being delivered by their particular strain selection. Werc is unique in the breadth of terpenes it analyzes; thus it is only lab that can possess a fundamental understanding of a cannabis strain.

Recently a particular cultivator discovered this important differentiation. Having submitted a variety of new strains they were working on developing, unique terpene profiles were observed. Out of approximately 10 different samples submitted, if you were to only look at THC and CBD content, the strains would have appeared only average and non-unique. However, comparing their terpene profiles revealed significantly new strains had been created which possessed profiles unlike anything our laboratory had seen before. If these samples were processed at another lab, they most likely would have sacrificed these new strains assuming they were still common. Initial explorations are exceptionally

promising, and the patients being positively impacted by these unique strains are the ultimate beneficiaries.

Currently there is not a great deal of information known about the terpenes and their combined effect with the cannabinoids present in cannabis, and certainly not in any vast combination like you experience with any strain you encounter today. Individually there is a small understanding of some of the effects of these molecules in general, and can be described as follows.

Pinenes: Pine odor, bronchodilators that opens the lungs to possibly improve THC absorption. Responsible for increasing focus, self-satisfaction, and energy.

Caryophyllene: Sweet, woody, clove taste responsible for anti-inflammatory and neuroprotective effects through CB2 receptor activation.

Linalool: Floral smell that is believed to provide some anti-cancer effects as well as being known to cause severe sedation.

Limonene: Has a citrus scent and may possess anti-cancer, anti-bacterial, anti-fungal and anti-depression abilities.

Myrcene: Most likely effects intake of THC by brain cells to increase the overall effects of THC when ingested together.

It is important to note that while the effects listed above were predominantly found for the single component being studied individually. The effects within a cannabis matrix may be far different than when delivered alone. We strongly suggest patients seek to understand their preferred strains by identifying the top few terpenes (now found on our labels) and continue to seek the same medicine in the future through identification of a similar top terpene fingerprint, whether or not the name of the strain is the same.

C-THREE wants to develop the best natural products for the registered patients of Connecticut, and is pleased to be partnered with the scientists capable of properly investigating and analyzing terpenes. C-THREE intends to develop the next generation of cannabis therapeutics truly designed to address specific conditions.

Werc Labs currently screens for the following Terpenes:

- α -Bisabolol
- Borneol
- Camphene
- Campher
- Δ 3-Carene
- β -Caryophyllene
- Caryophyllene oxide

- α -Cedrene
- β -Eudesmol
- (+) Fenchol
- Geraniol
- Guaiol
- α -Humulene
- Isoborneol
- Limonene
- Linalool
- Menthol
- Myrcene
- Nerol
- cis-Ocimene
- trans-Ocimene
- α -Phellanderene
- α -Pinene
- β -Pinene
- Sabinene Hydrate
- α -Terpinene
- α -terpineol
- Terpinolene
- α -Guaiene (t)
- Elemene (t)
- Farnesene (t)
- Germacrene B (t)
- Guaia-1(10),11-diene (t)
- t-2-Pinanol (t)
- Selina-3,7(11)-diene (t)
- Eudesm-7(11)-en-4-ol (t)
- Valencene (t)

17. Storage

- Marked storage areas as seen on C-THREE floor plan shall provide adequate lighting, ventilation, temperature, sanitation, humidity, space, equipment, and security conditions for the production and manufacture of medical-grade marijuana;
- Marijuana that is outdated, damaged, deteriorated, misbranded, or adulterated, or whose containers or packaging have been opened or breached, shall be segregated for storage in a quarantined area until such marijuana is destroyed;
- Storage shall be maintained in a clean and orderly condition, and sterilized on a regular schedule and according to cGMP protocol.
- Storage shall be free from infestation by insects, rodents, birds, or vermin of

PRODUCT LABELS

MEDICAL MARIJUANA

SPRAY (1 oz.)

CAUTION: This drug is FOR MEDICAL USE ONLY!

MEDICAL MARIJUANA OILS

COCONUT OIL

CAUTION: This drug is MEDICAL USE ONLY!

BATCH 2

PACKING DATE: 11/15/2012 TESTING DATE: 11/15/2012
EXP DATE: 11/15/2012

STRAIN: C-THREE - OMC 3 [HARVEST #1] QUANTITY: X g
CANNABINOID PROFILE: THC:24% | THCA:10% | CBD:5% | CBDA:10%
51% unassayed phytochemical compounds
Microbiological mycotoxin rating: P/F
Heavy metals/chemical residue analysis:

INGREDIENTS: Pure Alcohol and medical cannabis plants ground and filtered. Each bottle contains about 100mg of THC.

WARNING: There may be health risks associated with the ingestion of this product. Please consult your physician if you have any questions or concerns.

CAUTION: This drug is for medical use only. Regulations prohibit the transfer of this drug to any individuals other than the registered patient to whom it was sold.

C-THREE 182B Aurora Street
Waterbury, CT 06708
PH: (XXX)XXX.XXXX

BATCH 2

PACKING DATE: 11/15/2012 TESTING DATE: 11/15/2012
EXP DATE: 11/15/2012

STRAIN: C-THREE - OMC 3 [HARVEST #1] QUANTITY: X g
CANNABINOID PROFILE: THC:24% | THCA:10% | CBD:5% | CBDA:10%
51% unassayed phytochemical compounds
Microbiological mycotoxin rating: P/F
Heavy metals/chemical residue analysis:

INGREDIENTS: organic coconut oil
ACTIVE INGREDIENT: medical cannabis plants ground, filtered and infused into oil; 2mg/g of THC.

WARNING: There may be health risks associated with the ingestion of this product. Please consult your physician if you have any questions or concerns.

CAUTION: This drug is for medical use only. Regulations prohibit the transfer of this drug to any individuals other than the registered patient to whom it was sold.

C-THREE 182B Aurora Street
Waterbury, CT 06708
PH: (XXX)XXX.XXXX

MEDICAL MARIJUANA OILS

TOPICAL BALM (50mg)

CAUTION: This drug is FOR EXTERNAL MEDICAL USE ONLY!

MEDICAL MARIJUANA

TRANSDERMAL PATCH

CAUTION: This drug is FOR EXTERNAL MEDICAL USE ONLY!

BATCH 2

PACKING DATE: 11/15/2012 TESTING DATE: 11/15/2012
EXP DATE: 11/15/2012

STRAIN: C-THREE - OMC 3 [HARVEST #1] QUANTITY: X g
CANNABINOID PROFILE: THC:24% | THCA:10% | CBD:5% | CBDA:10%
51% unassayed phytochemical compounds
Microbiological mycotoxin rating: P/F
Heavy metals/chemical residue analysis:

INGREDIENTS: organic sunflower oil, organic beeswax, lavender oil, rosemary oil, peppermint oil.
ACTIVE INGREDIENT: medical cannabis plants ground, filtered and infused into oil; 2mg/g of THC.

WARNING: There may be health risks associated with the ingestion of this product. Please consult your physician if you have any questions or concerns.

CAUTION: This drug is for medical use only. Regulations prohibit the transfer of this drug to any individuals other than the registered patient to whom it was sold.

C-THREE 182B Aurora Street
Waterbury, CT 06708
PH: (XXX)XXX.XXXX

BATCH 2

PACKING DATE: 11/15/2012 TESTING DATE: 11/15/2012
EXP DATE: 11/15/2012

STRAIN: C-THREE - OMC 3 [HARVEST #1] QUANTITY: X g
CANNABINOID PROFILE: THC:24% | THCA:10% | CBD:5% | CBDA:10%
51% unassayed phytochemical compounds
Microbiological mycotoxin rating: P/F
Heavy metals/chemical residue analysis:

INGREDIENTS: ethylene vinyl acetate-copolymer, polyisobutylene and high density polyethylene between clear polyester backings
ACTIVE INGREDIENT: medical cannabis plants ground, filtered and infused into oil; 5mg/g of THC.

WARNING: There may be health risks associated with the ingestion of this product. Please consult your physician if you have any questions or concerns.

CAUTION: This drug is for medical use only. Regulations prohibit the transfer of this drug to any individuals other than the registered patient to whom it was sold.

C-THREE 182B Aurora Street
Waterbury, CT 06708
PH: (XXX)XXX.XXXX

PRODUCT LABELS

MEDICAL MARIJUANA EDIBLE
Vegan Chocolate Chip Cookie
CAUTION: This drug is FOR MEDICAL USE ONLY!

MEDICAL MARIJUANA
EXTRACT (5g)
CAUTION: This drug is FOR MEDICAL USE ONLY

BATCH 2
 PACKING DATE: 11/15/2012 TESTING DATE: 11/15/2012
 EXP DATE: 11/15/2012

STRAIN: C-THREE - OMC 3 [HARVEST #1] QUANTITY: X g
 CANNABINOID PROFILE: THC:24% | THCA:10% | CBD:5% | CBDA:10%
 51% unassayed phytochemical compounds
 Microbiological mycotoxin rating: P/F
 Heavy metals/chemical residue analysis:

INGREDIENTS: flour, chocolate chips, Non-dairy margerine, agave nectar, ENER-G egg-replacer, vanilla extract, baking soda, salt.
NUTRITIONAL FACTS: Serv. Size: 1 cookie (29g)
 Amount Per Serving: Calories 139.3, Fat Cal. 65, Total Fat 7.2g (11%DV), Sat. Fat 2.1g (10% DV), Trans Fat 0g, Cholest. 0.0mg (0% DV), Sodium 159.8mg (6% DV), Total Carb. 18.4g (6% DV), Fiber 0.6g (2% DV), Sugars 11.1g (44% DV), Protein 1.2g (2% DV), Vitamin A (0% DV), Vitamin C (0% DV), Calcium (0% DV), Iron (0% DV).
 Percent Daily Values (DV) are based on a 2,000 calorie diet.

WARNING: There may be health risks associated with the ingestion of this product. Please consult your physician if you have any questions or concerns.



CAUTION: This drug is for medical use only. Regulations prohibit the transfer of this drug to any individuals other than the registered patient to whom it was sold.

C-THREE 182B Aurora Street
 Waterbury, CT 06708
 PH: (XXX)XXX.XXXX

BATCH 2
 PACKING DATE: 11/15/2012 TESTING DATE: 11/15/2012
 EXP DATE: 11/15/2012

STRAIN: C-THREE - OMC 3 [HARVEST #1]
 CANNABINOID PROFILE: THC:24% | THCA:10% | CBD:5% | CBDA:10%
 51% unassayed phytochemical compounds
 Microbiological mycotoxin rating: P/F
 Heavy metals/chemical residue analysis:

INGREDIENTS: medical cannabis plants ground and filtered.
 Contains about 75% THC.

WARNING: There may be health risks associated with the ingestion of this product. Please consult your physician if you have any questions or concerns.



CAUTION: This drug is for medical use only. Regulations prohibit the transfer of this drug to any individuals other than the registered patient to whom it was sold.

C-THREE 182B Aurora Street
 Waterbury, CT 06708
 PH: (XXX)XXX.XXXX

MEDICAL MARIJUANA
TINCTURE (1 oz.)
CAUTION: This drug is FOR MEDICAL USE ONLY!

MEDICAL MARIJUANA
CAPSULES (30)
CAUTION: This drug is FOR INTERNAL MEDICAL USE ONLY

BATCH 2
 PACKING DATE: 11/15/2012 TESTING DATE: 11/15/2012
 EXP DATE: 11/15/2012

STRAIN: C-THREE - OMC 3 [HARVEST #1] QUANTITY: X g
 CANNABINOID PROFILE: THC:24% | THCA:10% | CBD:5% | CBDA:10%
 51% unassayed phytochemical compounds
 Microbiological mycotoxin rating: P/F
 Heavy metals/chemical residue analysis:

INGREDIENTS: medical cannabis plants ground and filtered. Each bottle contains about 100mg of THC. Glycerin from natural palm oil, hemp oil, organic modifier (food grade alcohol) CLA (conjugated linoleic acid), water, emulsifier.

WARNING: There may be health risks associated with the ingestion of this product. Please consult your physician if you have any questions or concerns.



CAUTION: This drug is for medical use only. Regulations prohibit the transfer of this drug to any individuals other than the registered patient to whom it was sold.

C-THREE 182B Aurora Street
 Waterbury, CT 06708
 PH: (XXX)XXX.XXXX

BATCH 2
 PACKING DATE: 11/15/2012 TESTING DATE: 11/15/2012
 EXP DATE: 11/15/2012

STRAIN: C-THREE - OMC 3 [HARVEST #1]
 CANNABINOID PROFILE: THC:24% | THCA:10% | CBD:5% | CBDA:10%
 51% unassayed phytochemical compounds
 Microbiological mycotoxin rating: P/F
 Heavy metals/chemical residue analysis:

INGREDIENTS: medical cannabis flowers ground and filtered.
 Contain approximately 50 mg of THC per capsule.
 QUANTITY: 30 CAPSULES (25mg).

WARNING: There may be health risks associated with the ingestion of this product. Please consult your physician if you have any questions or concerns.



CAUTION: This drug is for medical use only. Regulations prohibit the transfer of this drug to any individuals other than the registered patient to whom it was sold.

C-THREE 182B Aurora Street
 Waterbury, CT 06708
 PH: (XXX)XXX.XXXX



MEDICAL MARIJUANA 3.5 gm
STRAIN: C-THREE - OMC 3

CANNABINOID PROFILE: THC: 24% | THCA: 10% | CBD: 5% | CBDA: 10%
 51% unassayed phytochemical compounds
 Harvest #1 | Packaged on: 11/15/2012
 Tested on: 11/15/2012
 Expiration Date: 11/25/2012
 Microbiological mycotoxin rating:
 Heavy metals/chemical residue analysis:
 Pesticides Used: CO₂ [carbon dioxide]
 Fertilizers Used: Kelp, Fish Emulsion, Seaweed, Soft Rock Phosphate

C-THREE 182B EAST AURORA ST. WATERBURY, CT 06708 | PH: (XXX)XXX.XXXX

WARNING: There may be health risks associated with the ingestion of this product. Please consult your physician if you have any questions or concerns.

CAUTION: This drug is for medical use only. Regulations prohibit the transfer of this drug to any individuals other than the registered patient to whom it was sold.

INVENTORY LABELS



BULK ITEM 1lb [.45kg]
STRAIN: C-THREE - OMC 3

CANNABINOID PROFILE: THC: 24% | THCA: 10% | CBD: 5% | CBDA: 10%
51% unassayed phytochemical compounds

PACKING DATE: 11/15/2012 TESTING DATE: 11/15/2012
EXP. DATE: 11/15/2015

HARVEST #5 BULK ITEM #10/20

Property of C-THREE
INTERNAL USE ONLY

182B EAST AURORA ST.
WATERBURY, CT 06708
PH: (XXX)XXX.XXXX



EDIBLE BATCH 5lb [2.27kg]
Vegan Chocolate Chip Cookies

STRAIN USED: C-THREE - OMC 3 [HARVEST #1]

BATCH #2 / TOTAL PIECES = 24
PACKAGING/TESTING DATE: 11/15/2012
EXP. DATE: 11/15/2012

Property of C-THREE
INTERNAL USE ONLY

182B EAST AURORA ST.
WATERBURY, CT 06708
PH: (XXX)XXX.XXXX



TRANSPORT ITEM #0012
Total Deliverables: 37 DATE: 11/15/2012

Client Dispensary:
Secure Cannabis Providers - REG. # 00237965392
235 S. Anystreet, Washington, D.C. 20093
XXX.XXX.XXXX

Property of C-THREE
INTERNAL USE ONLY

182B EAST AURORA ST.
WATERBURY, CT 06708
PH: (XXX)XXX.XXXX



CERTIFIED CANNABACEUTICALS™
CERTIFICATE OF ANALYSIS



The Werc Shop

310-703-9567
www.TheWercShop.com

Analysis Performed For: **Example Purposes**

Strain Name	Strain Type	Grow Envir.	Lot ID	Tested On Date	MAXIMUM AVAILABLE			INDIVIDUAL COMPONENTS			SAFETY SCREENS				
					Δ9-THC Max. Wt. %	CBD Max. Wt. %	CBN Wt. %	Δ9-THC Wt. %	Δ9-THCA Wt. %	CBD Wt. %	CBDA Wt. %	Total Aerobic Count	Total Enterobacteria	Total Yeast & Mold	Pesticides
Flower Sample	Saliva	N/A	1312-76440	11/8/2011	19.78	0.26	ND	1.32	21.03	0.22	0.04	GOLD	GOLD	GOLD	PASS
Concentrate Sample	Indica	N/A	1312-76440	11/8/2011	32.92	0.76	0.20	4.36	32.53	0.64	0.14	GOLD	GOLD	GOLD	PASS

	INDIVIDUAL COMPONENTS				
	Δ9-THC mg/g	Δ9-THCA mg/g	CBD mg/g	CBDA mg/g	CBN mg/g
Chocolate Bar	6.34	1.07	0.11	ND	0.22
Total Wt. of Chocolate Bar	299.3	50.6	5.1	ND	10.5

Oil	263.21	0.00	5.28	0.00	15.84	GOLD	GOLD	GOLD	GOLD	PASS
-----	---------------	-------------	-------------	-------------	--------------	-------------	-------------	-------------	-------------	-------------

Maximum CBD Wt% is calculated assuming all CBDA is completely converted upon heating.
Maximum THC Wt% is calculated assuming all THCA is completely converted upon heating.
Herbal Cannabis Samples have been known to show considerable intra- and inter-plant variability. The test results presented above are primarily representative only of the material directly analyzed and subsequent samples collected from the same lot might not provide identical results. The Werc Shop, Inc. uses high performance liquid chromatographic techniques and does not currently have a fully validated method.
Cannabaceuticals™, Moving Sustainable Medicines Forward™, Werc™, the W Logo, Eroy™ and the CC are trademarks of The Werc Shop, Inc.

Microbiological Colony Forming Units (cfu/g):

Gold	<100,000	Total Aerobic Count	<100,000	Total Yeast & Mold	<1,000
Silver	<1,000,000	Total Enterobacteria	<10,000		<10,000
Bronze	<10,000,000		<100,000		<100,000

 Pesticides Screened:
Organophosphates, Organochlorines, Avermectins



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Analysis Performed For: **Example Purposes**

Strain Name	Strain Type	Grow Envir.	Customer's Lot #	Lot ID	Tested On Date	MAXIMUM AVAILABLE			INDIVIDUAL COMPONENTS				SAFETY SCREENS		
						Δ9-THC Max. Wt. %	CBN Wt. %	CBDA Wt. %	Δ9-THC Wt. %	Δ9-THCA Wt. %	CBDA Wt. %	Aerobic Count	Total Enterobacteria	Total Yeast & Mold	Pesticides
Triple OG	Sativa Dom.	Indoor	56782	1189-45780	5/18/2011	18.76	ND	0.08	0.69	20.59	0.23	GOLD	GOLD	GOLD	PASS
White Diamond	Sativa Dom.	Indoor	57889	1189-45780	5/18/2011	15.85	ND	0.07	0.92	17.00	0.24	GOLD	GOLD	GOLD	PASS
Black Diamond OG	Indica Dom.	Indoor	26935	1189-45780	5/18/2011	15.16	ND	0.06	0.65	16.53	0.24	GOLD	GOLD	GOLD	PASS
Poison OG	SatInd	Indoor	28875	1189-45780	5/18/2011	5.19	10.36	11.11	0.61	5.21	0.61	GOLD	GOLD	GOLD	PASS

Maximum CBD Wt% is calculated assuming all CBDA is completely converted upon heating.
 Maximum THC Wt% is calculated assuming all THCA is completely converted upon heating.
 Herbal Cannabis Samples have been known to show considerable intra- and inter-plant variability. The test results presented above are primarily representative only of the material directly analyzed and subsequent samples collected from the same lot might not provide identical results. The Werc Shop, Inc. uses high quality, organic, pesticide-free cannabis plants grown in a controlled environment. The Werc Shop, Inc. is a proud member of the American Cannabis Cultivators' Moving Sustainable Medicines Forward™, Werc™, the W Logo, Eddy™ and the "CC" are trademarks of The Werc Shop, Inc.
 Microbiological Colony Forming Units (cfu/g):
 Gold <100,000
 Silver <10,000,000
 Bronze <10,000,000
 Total Aerobic Count: <100,000
 Total Enterobacteria: <1,000
 Total Yeast & Mold: <1,000
 NT = Not Tested
 ND = Not Detected
 Pesticides Screened: Organophosphates, Organochlorines, Avmectins





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CERTIFICATE OF ANALYSIS**



The Werc Shop

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Analysis Performed For: Example Purposes

Strain Name	Strain Type	Grow Envir.	Lot ID	Tested On Date	MAXIMUM AVAILABLE			INDIVIDUAL COMPONENTS			SAFETY SCREENS				
					Δ9-THC Max. Wt. %	CBD Max. Wt. %	CBN Wt. %	Δ9-THC Wt. %	Δ9-THCA Wt. %	CBD Wt. %	CBDA Wt. %	Total Aerobic Count	Total Enterobacteria	Total Yeast & Mold	Pesticides
Flower Sample	Sativa	N/A	1312-76440	11/8/2011	19.78	0.26	ND	1.32	21.03	0.22	0.04	GOLD	GOLD	GOLD	PASS
Concentrate Sample	Indica	N/A	1312-76440	11/8/2011	32.92	0.76	0.20	4.36	32.53	0.64	0.14	GOLD	GOLD	GOLD	PASS

INDIVIDUAL COMPONENTS				
Δ9-THC mg/g	Δ9-THCA mg/g	CBD mg/g	CBDA mg/g	CBN mg/g
6.34	1.07	0.11	ND	0.22
Total MG's per Chocolate Bar				
299.3	50.6	5.1	ND	10.5

INDIVIDUAL COMPONENTS				
Δ9-THC mg/mL	Δ9-THCA mg/mL	CBD mg/mL	CBDA mg/mL	CBN mg/mL
32.90	19.05	0.66	0.42	1.98

Maximum CBD Wt% is calculated assuming all CBDA is completely converted upon heating.
Maximum THC Wt% is calculated assuming all THCA is completely converted upon heating.
Herbal Cannabis Samples have been grown to show considerable intra- and inter-plant variability. The test results presented above are primarily for informational purposes only and are not intended to represent the results of any other testing method.
Werc Shop, Inc. uses high performance liquid chromatographic techniques and does not currently have a fully validated method.
Cannabaceuticals™, Moving Sustainable Medicines Forward™, Werc™, the W Logo, Ercy™ and the "CC" are trademarks of The Werc Shop, Inc.

Microbiological Colony Forming Units (cfu/g):
Gold <100,000
Bronze <10,000,000
 NT = Not Tested
 ND = Not Detected
 Total Aerobic bacteria <1,000
 Total Enterobacteria <100,000
 Total Yeast & Mold <1,000
 Pesticides Screened: Organophosphates, Organochlorines, Avermectins





The Werc Shop

An Independent Laboratory

Providing Safety Through Information™

Look for this logo to know your medicine has been independently tested by well trained scientists with a passion for cannabis!

Cannabaceutical™:

New medical classification created by The Werc Shop to clearly describe Medical Cannabis containing products.

%= The Wt. % (weight percent) of the chemical that is present.
If you have 1000 mg of concentrate (or 1g) you have 169.9 mg of THC available via inhalation.

Cannabaceutical™ Facts

Tested On: **April 20, 2012**



True OG

Strain Name

Hybrid

Indoor

Strain Type

Grow Envir.

Δ⁹-THC Max:	16.99 %	Sum of Top Terpenes	27.6 mg/g
Δ ⁹ -THCA	18.99 %	Limonene	9.5 mg/g
Δ ⁸ -THC	0.33 %	Myrcene	5.5 mg/g
CBD Max:	0.28 %	β-Caryophyllene	5.0 mg/g
CBDA	0.08 %	Germacrene B	2.3 mg/g
CBG	0.21 %	Valencene	1.9 mg/g
CBG Max	0.65 %	β-Pinene	1.8 mg/g
Δ ⁸ -THCVA	0.10 %	Linalool	1.6 mg/g
CBN	ND %		

Pesticides Screen

PASS

Microbial Screen

GOLD

CBN is a degradation product of THC. Not found in fresh flowers, can be in edibles.

CBG is a non-psychoactive anti-inflammatory cannabinoid.

Safety Screens: Screening for 100's of molds and bacteria and over 30 different pesticides.

Terpenes: Responsible for the smell and taste attributes. Terpenes are known to modify the effects of THC and impact the overall medicinal effect of the strain. Also useful information for breeding.

CBDA is a very potent anti-inflammatory agent. This is only available when consumed orally and the plant has not been heated before consumption.

THCA is an excellent anti-inflammatory agent. This is only available when consumed orally and the plant has not been heated before consumption.

CBD helps with pain & inflammation, is an anti-convulsant, anti-arthritis and neuroprotective agent that does not induce psychoactivity. CBD modulates the effects of THC to provide a non-psychoactive treatment alternative.

Myrcene: Effects intake of THC by brain cells to increase the overall effects of THC when ingested together.
Linalool: Floral smelling, is believed to provide some anti-cancer effects and is known to cause severe sedation.
Limonene: Has a citrus scent and may possess anti-cancer, anti-bacterial, anti-fungal and anti-depression abilities.
Pinenes: Pine odor, bronchodilator that opens the lungs to more THC absorption. It also increases focus, self-satisfaction, and energy.
Caryophyllene: Sweet, woody, clove taste responsible for anti-inflammatory and neuroprotective effects through CB₂ receptor activation.

THC offers relief for neuropathic pain, stimulates appetite and reduces vomiting associated with chemotherapy. THC can be useful to reduce inflammation and also offers neuroprotective effects. Patients should note THC can induce psychoactive, or cerebral, effects as well. Too much THC can cause unease, anxiety and overall discomfort.

TheWercShop.com

310-703-9567

This information has not been evaluated by the FDA nor in any clinical studies with cannabis. This is based on the best information we have available today. ©2013 The Werc Shop, Inc. Cannabaceutical™, Werc™, Providing Safety Through Information™, the CC and the W logo are trademarks of The Werc Shop, Inc.

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177

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3/18/2013 18:02:43



The Werc Shop

Certificate of Analysis for Residual Solvent Screen

Sample Information

Sample Name : Wax|010

Samples are analysed using head space analysis.

MS data is collected from mass 40 to mass 150.

Exact quantification is not performed.

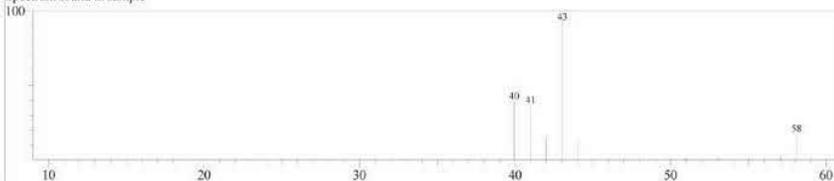
Top spectra is peak found in sample.

Bottom spectra is best matching peak in the library of the National Institute of Standards and Technology (NIST).

If result reports "No peak found", no residual solvents have been found during analysis.

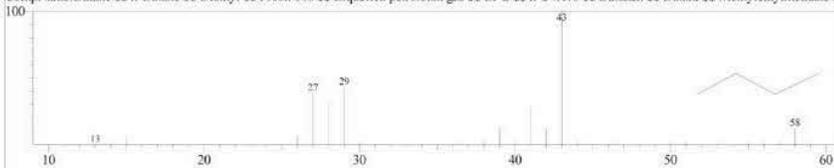
Library

Spectrum found in sample



Library hit for found spectrum Library:NIST08.LIB

CompName:Butane \$\$ n-Butane \$\$ Diethyl \$\$ Freon 600 \$\$ Liquefied petroleum gas \$\$ LPG \$\$ n-C4H10 \$\$ Butanen \$\$ Butani \$\$ MethyleneImethane \$



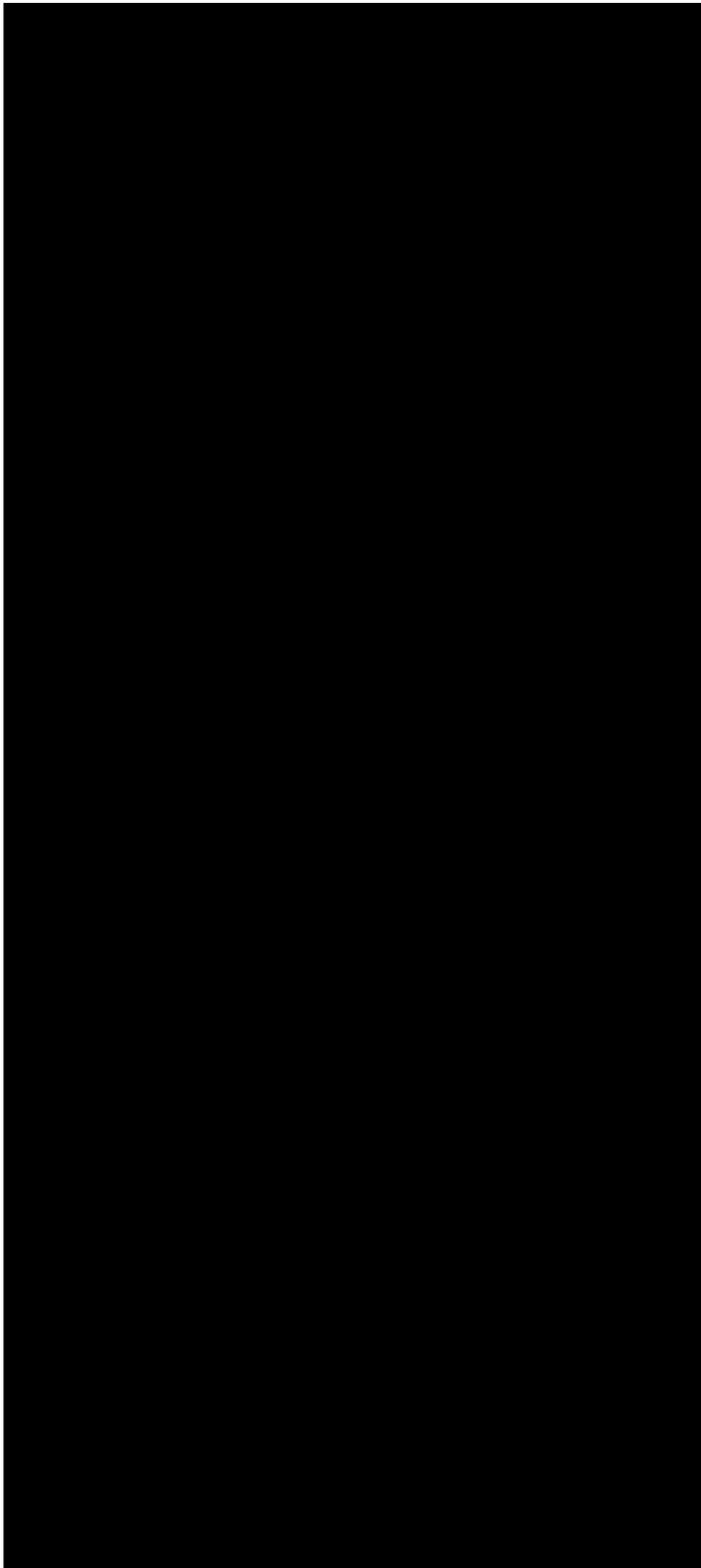
Security Layout

Security Plan

ABC Security Plan

Tyco Security Plan

Appendix C.2.b

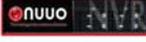




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720-515-3055
 A DIVISION OF ABC SOLUTIONS LLC
 3479 S GRAPE ST. DENVER, CO. 80222

SYMBOL LEGEND

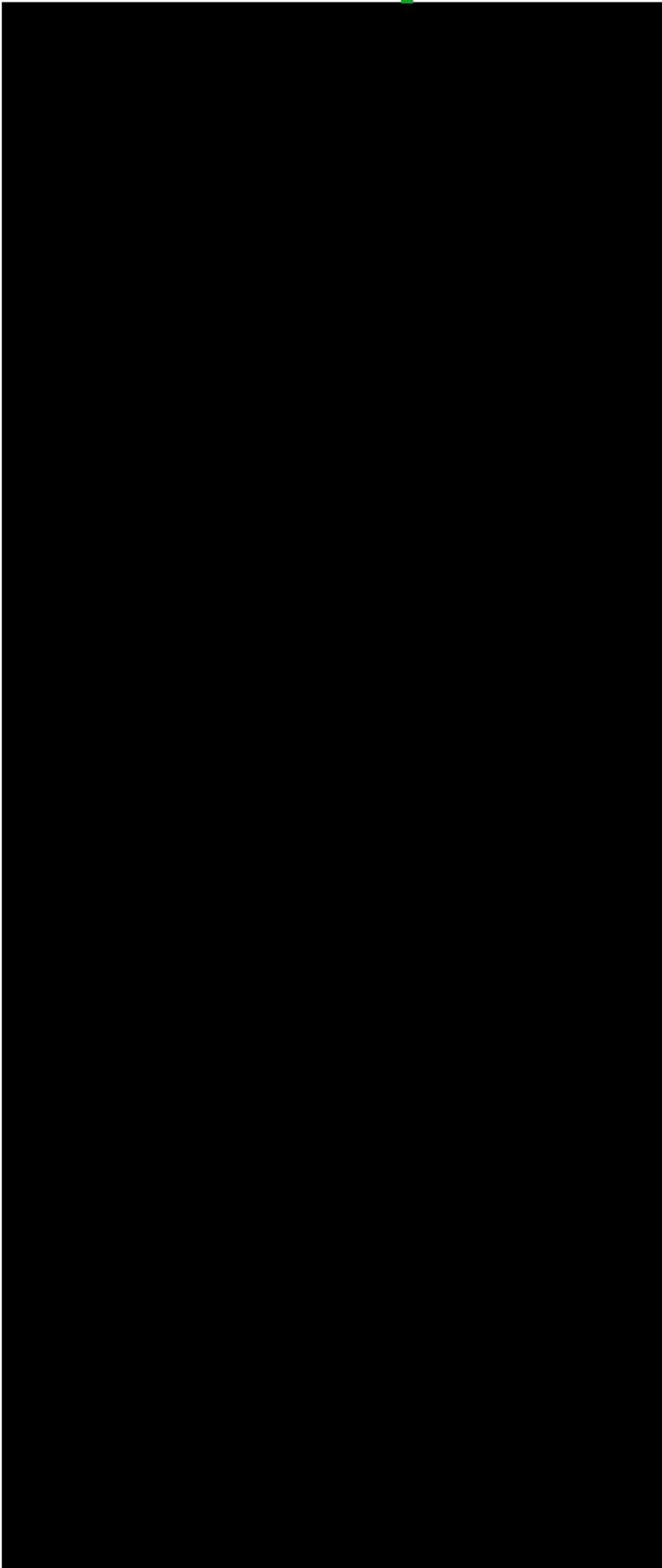
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	MEDICAL MARIJUANA FINISHING/STORAGE ROOMS
	MEDICAL MARIJUANA AUXILIARY PROCESSING ROOMS
	RESTRICTED ACCESS CORRIDOR
	LIMITED ACCESS CORRIDOR
	GUEST ACCESS ZONE
	ADMINISTRATIVE/SECURITY SUPPORT ROOMS
	STORAGE/UTILITY ROOMS

	RED NUVO NETWORK VIDEO RECORDER NVR-SYSTEM 1
	BLUE NUVO NETWORK VIDEO RECORDER NVR-SYSTEM 2
	45° PAN/TILT/ZOOM CAMERA CEILING MOUNT
	360° CAMERA CEILING MOUNT
	180° CAMERA WALL MOUNT
	105° CAMERA CORNER MOUNT
	105° CAMERA CEILING MOUNT
	77° CAMERA OUTDOOR MOUNT

	ACCESS CONTROLLED DOOR SYSTEM		BIO-METRIC POS ACCESS
---	--	---	----------------------------------

	SECURITY PANEL		DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD		WALL MOTION
	CEILING MOTION		



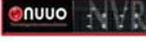




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SYMBOL LEGEND

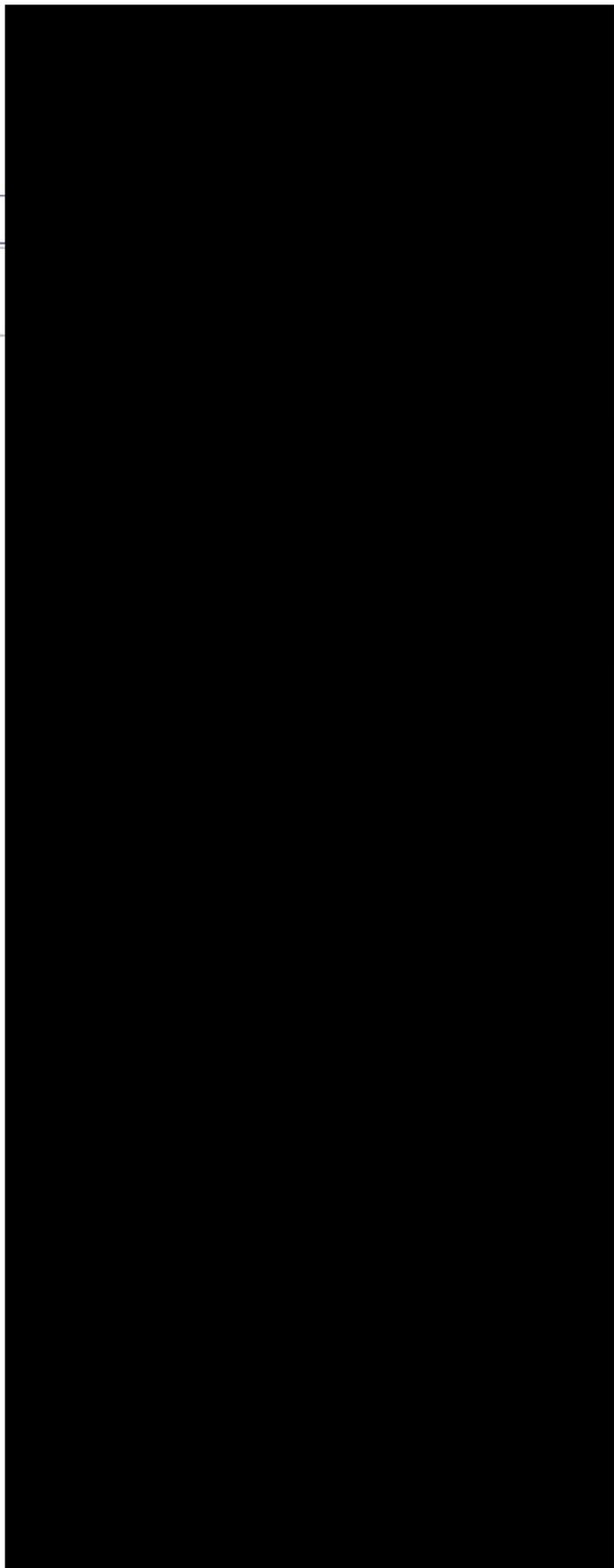
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	MEDICAL MARIJUANA FINISHING/STORAGE ROOMS
	MEDICAL MARIJUANA AUXILIARY PROCESSING ROOMS
	RESTRICTED ACCESS CORRIDOR
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	ADMINISTRATIVE/SECURITY SUPPORT ROOMS
	STORAGE/UTILITY ROOMS

	RED NUUO NETWORK VIDEO RECORDER NVR-SYSTEM 1
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	45° PAN/TILT/ZOOM CAMERA CEILING MOUNT
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	180° CAMERA WALL MOUNT
	105° CAMERA CORNER MOUNT
	105° CAMERA CEILING MOUNT
	77° CAMERA OUTDOOR MOUNT

	ACCESS CONTROLLED DOOR SYSTEM		BIO-METRIC POS ACCESS
---	--	---	----------------------------------

	SECURITY PANEL		DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD		WALL MOTION
	CEILING MOTION		



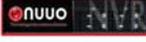




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SYMBOL LEGEND

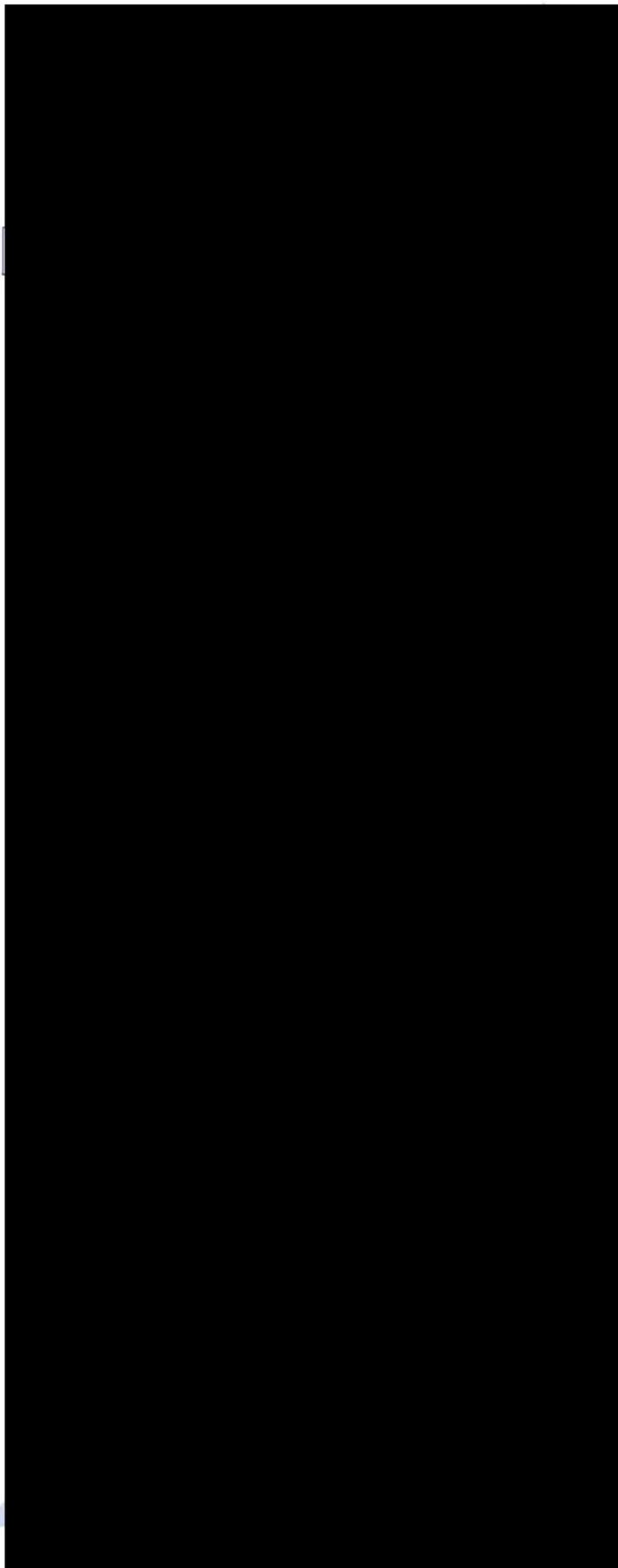
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	MEDICAL MARIJUANA FINISHING/STORAGE ROOMS
	MEDICAL MARIJUANA AUXILIARY PROCESSING ROOMS
	RESTRICTED ACCESS CORRIDOR
	LIMITED ACCESS CORRIDOR
	GUEST ACCESS ZONE
	ADMINISTRATIVE/SECURITY SUPPORT ROOMS
	STORAGE/UTILITY ROOMS

	RED NUUO NETWORK VIDEO RECORDER NVR-SYSTEM 1
	BLUE NUUO NETWORK VIDEO RECORDER NVR-SYSTEM 2
	45° PAN/TILT/ZOOM CAMERA CEILING MOUNT
	360° CAMERA CEILING MOUNT
	180° CAMERA WALL MOUNT
	105° CAMERA CORNER MOUNT
	105° CAMERA CEILING MOUNT
	77° CAMERA OUTDOOR MOUNT

	ACCESS CONTROLLED DOOR SYSTEM		BIO-METRIC POS ACCESS
---	--	---	----------------------------------

	SECURITY PANEL		DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD		WALL MOTION
	CEILING MOTION		







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SYMBOL LEGEND

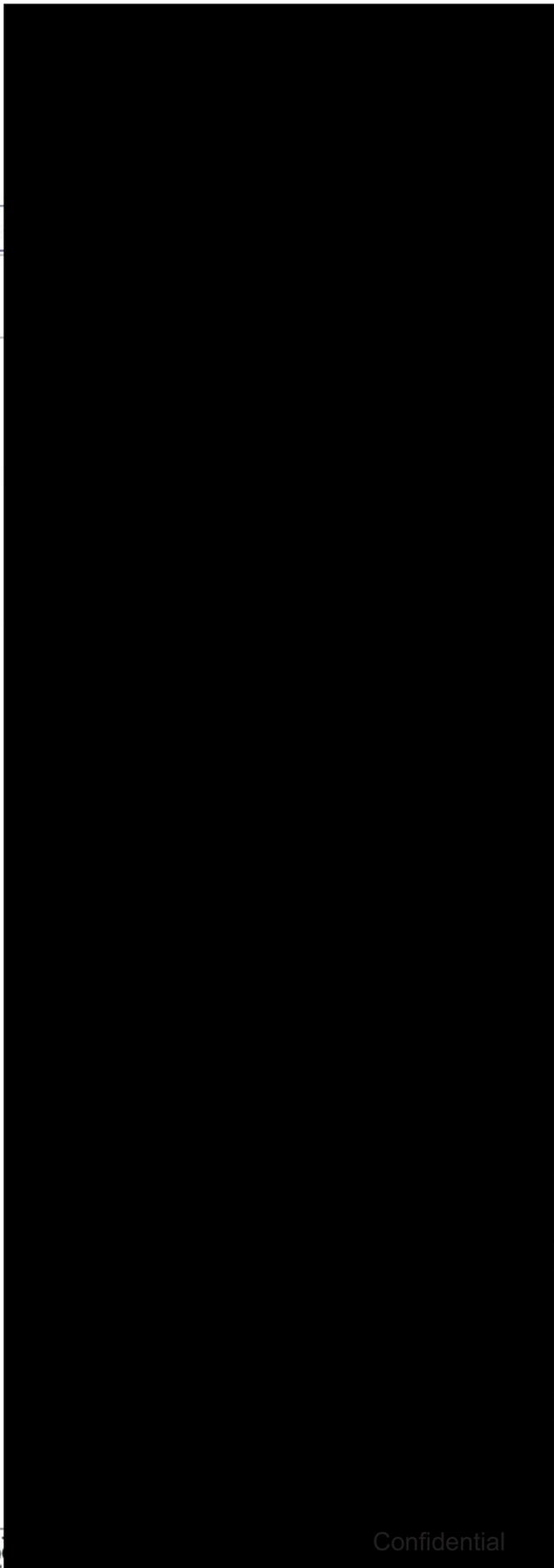
	MEDICAL MARIJUANA CULTIVATION ROOMS
	MEDICAL MARIJUANA FINISHING/STORAGE ROOMS
	MEDICAL MARIJUANA AUXILIARY PROCESSING ROOMS
	RESTRICTED ACCESS CORRIDOR
	LIMITED ACCESS CORRIDOR
	GUEST ACCESS ZONE
	ADMINISTRATIVE/SECURITY SUPPORT ROOMS
	STORAGE/UTILITY ROOMS

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	ACCESS CONTROLLED DOOR SYSTEM		BIO-METRIC POS ACCESS
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	SECURITY PANEL		DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD		WALL MOTION
	CEILING MOTION		



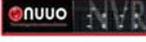




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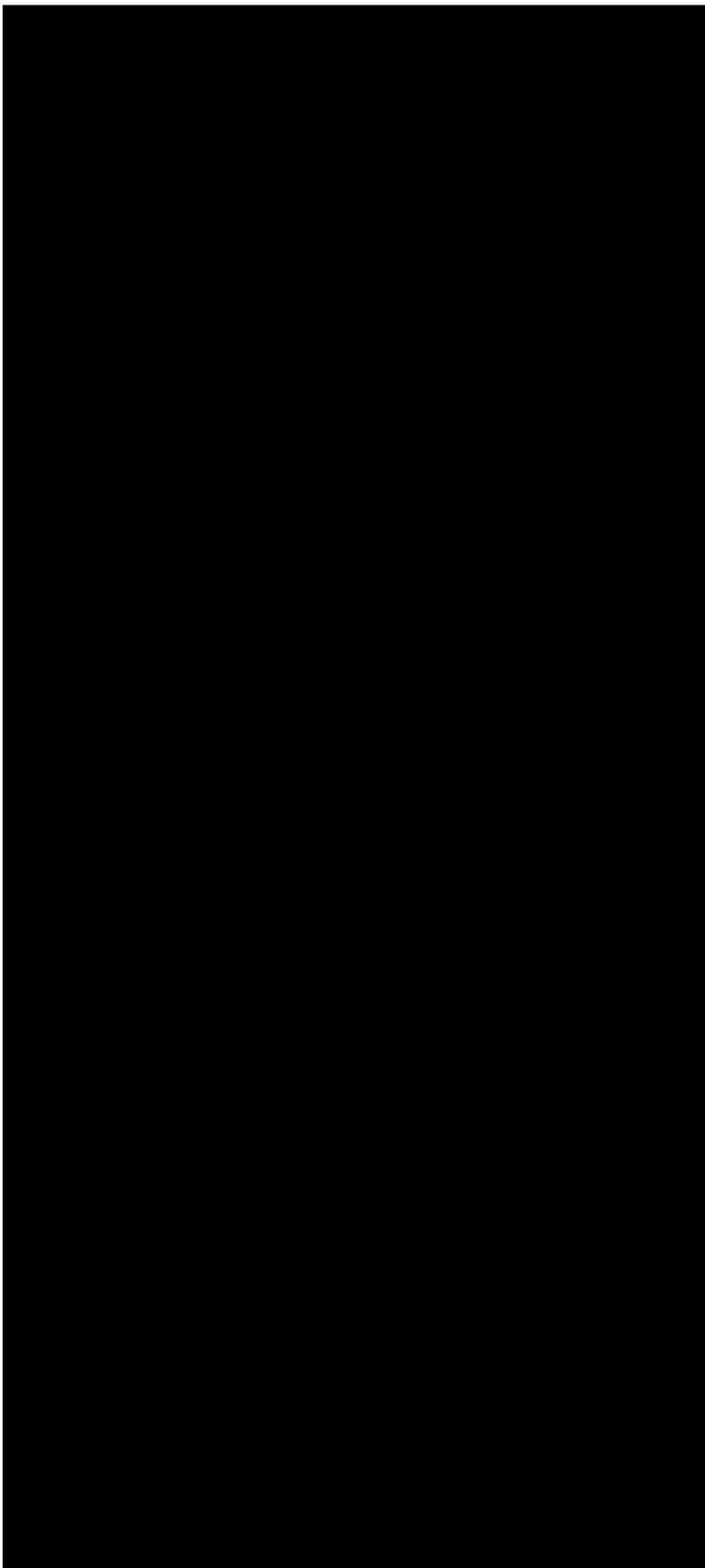
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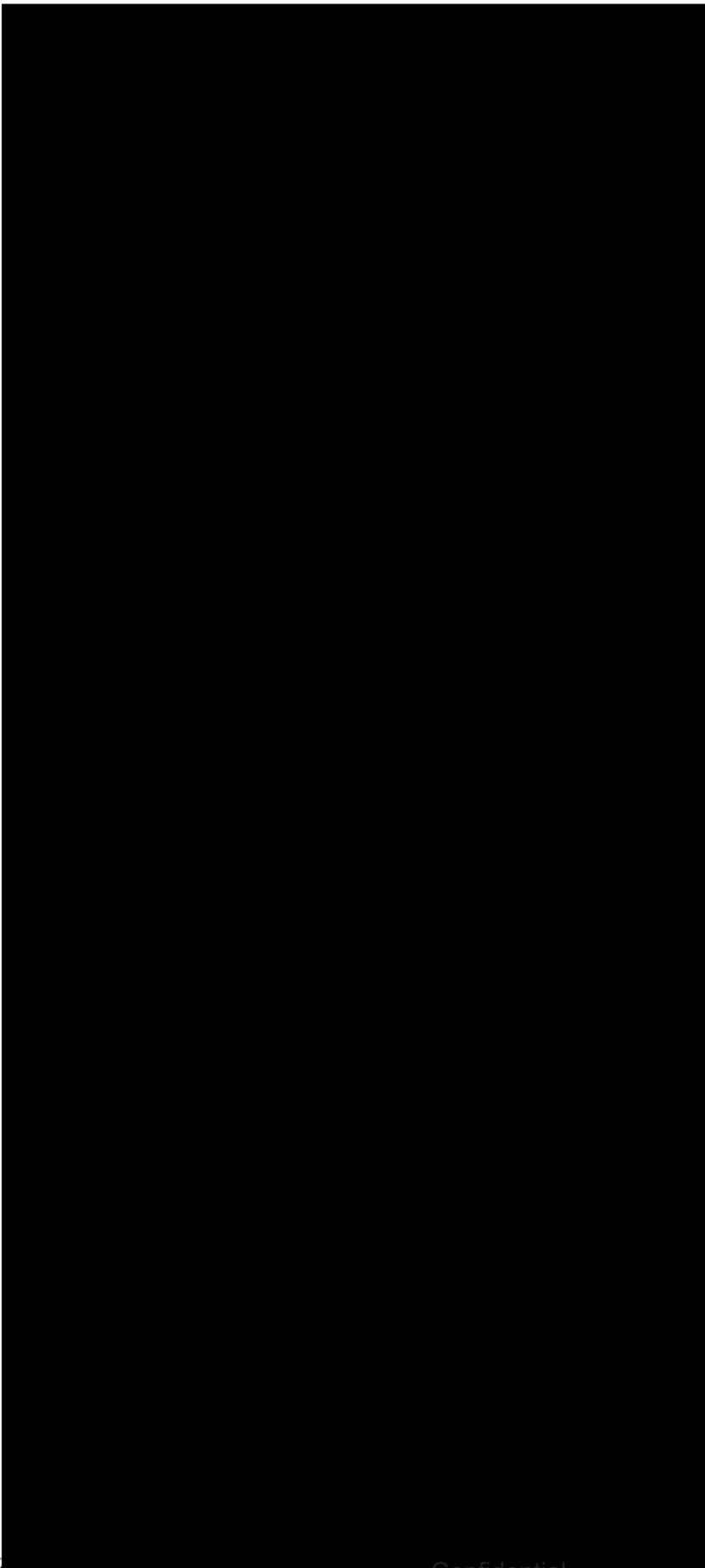
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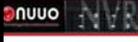


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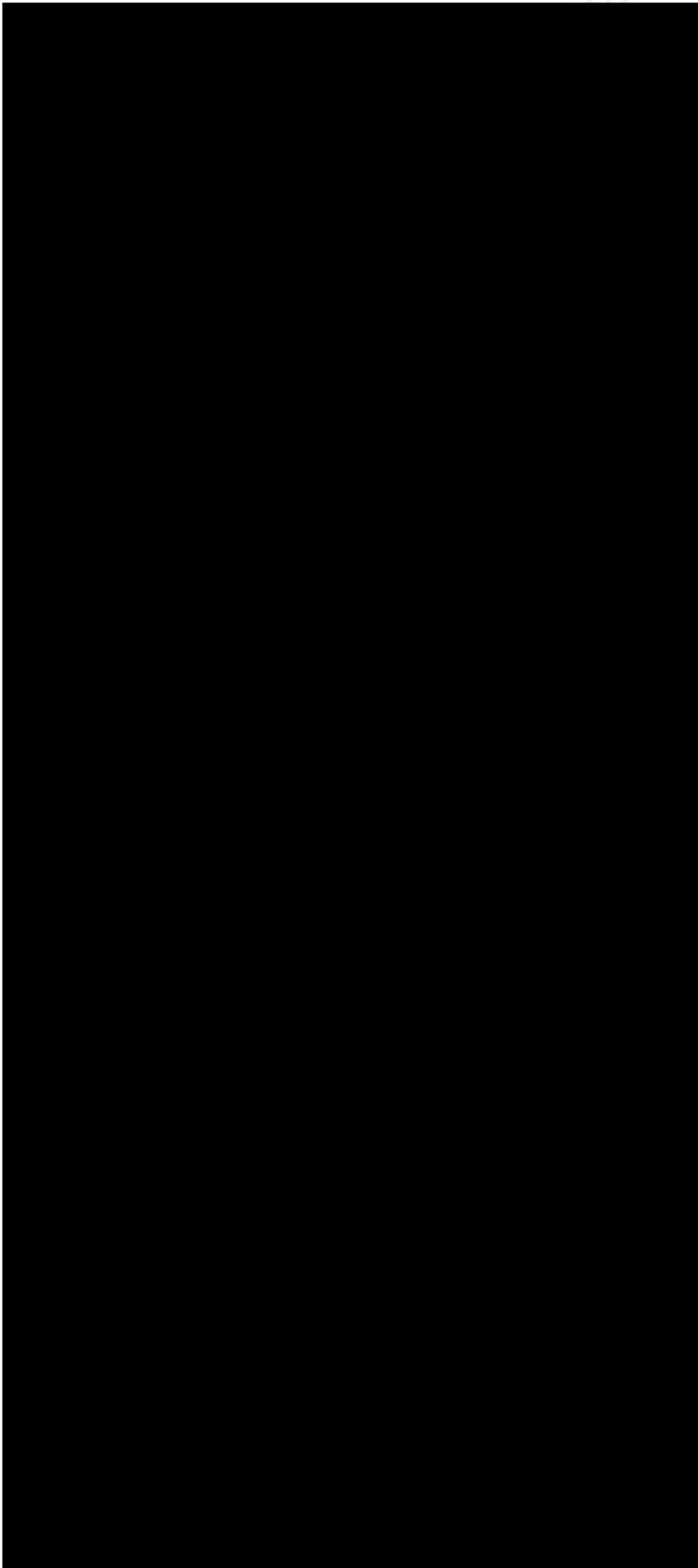
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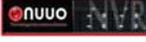


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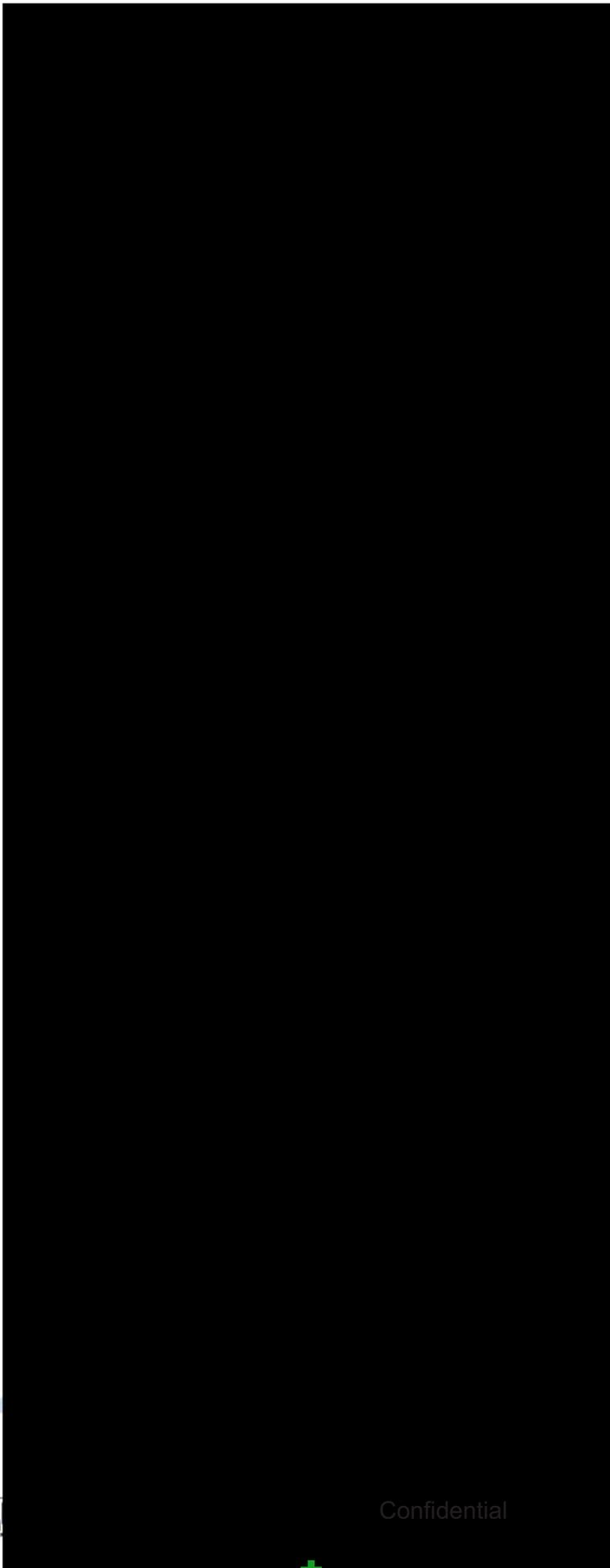
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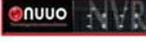




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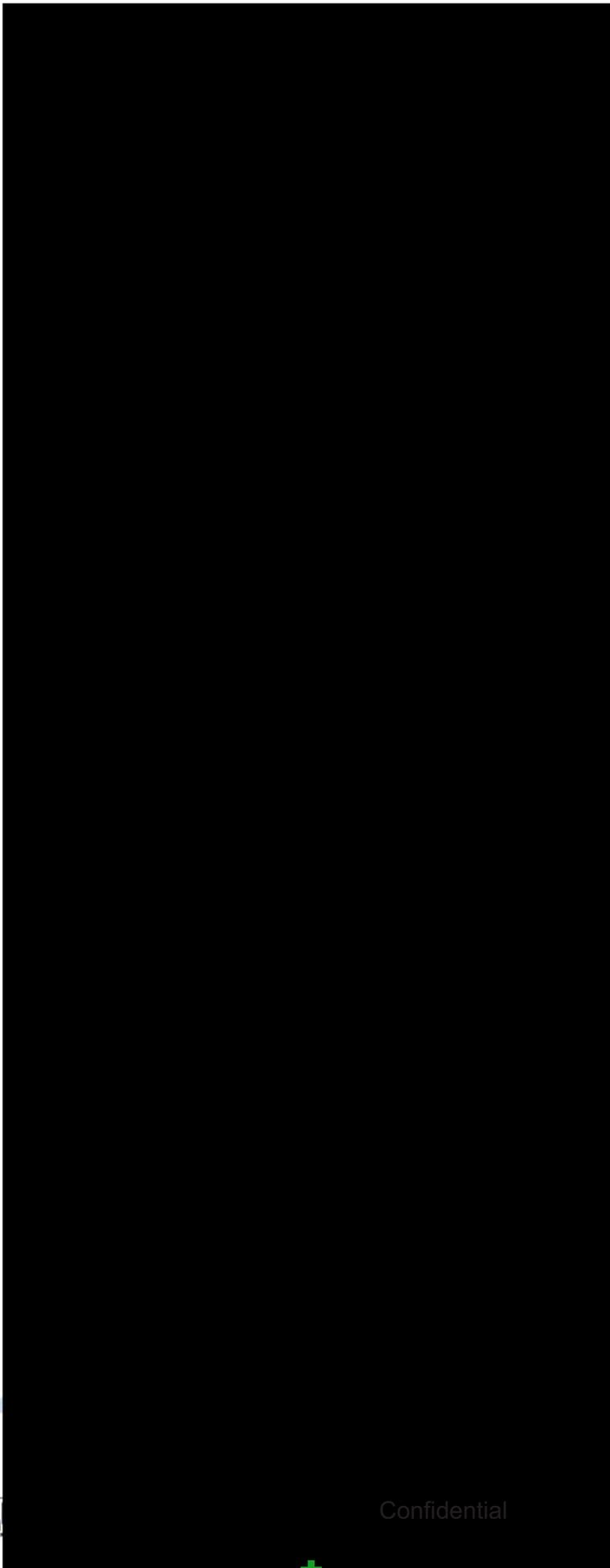
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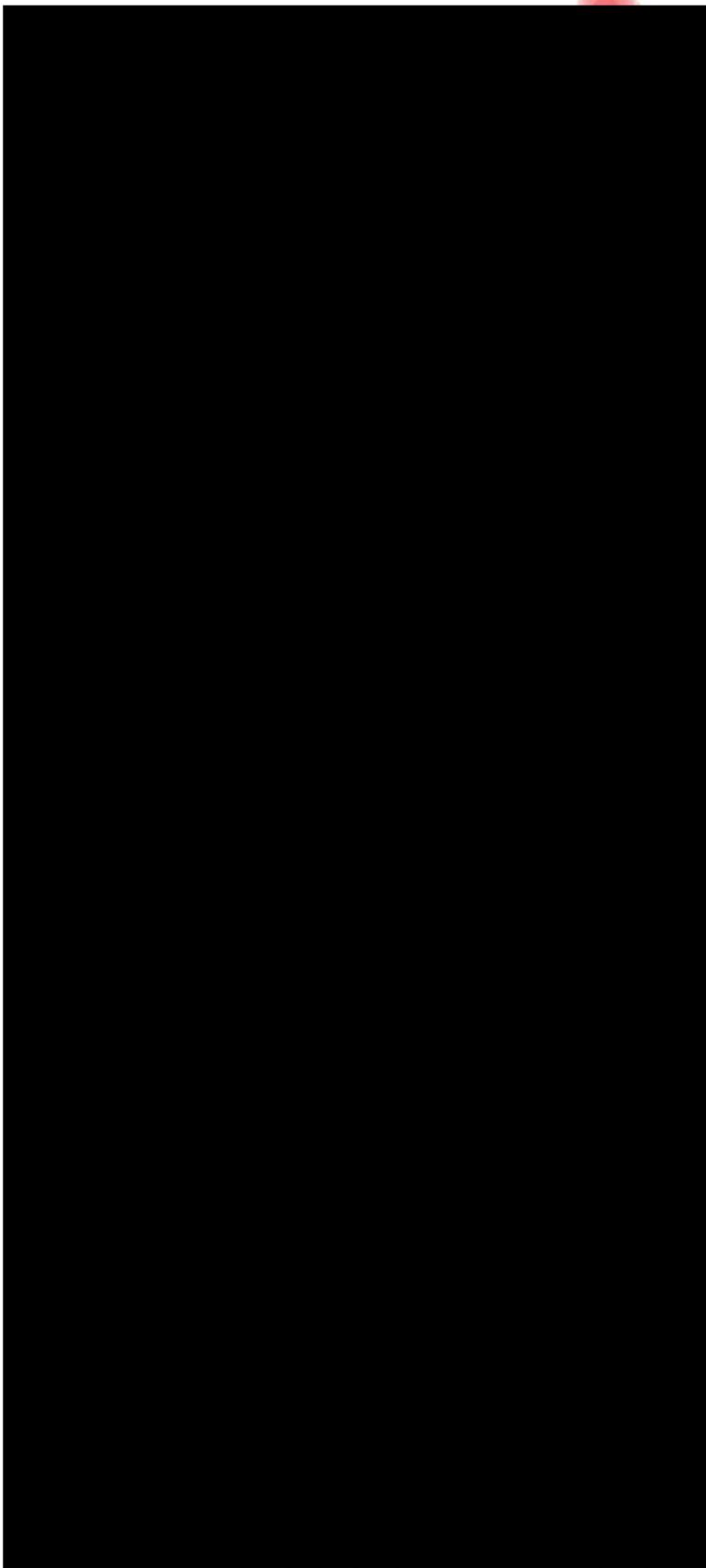
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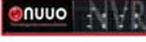


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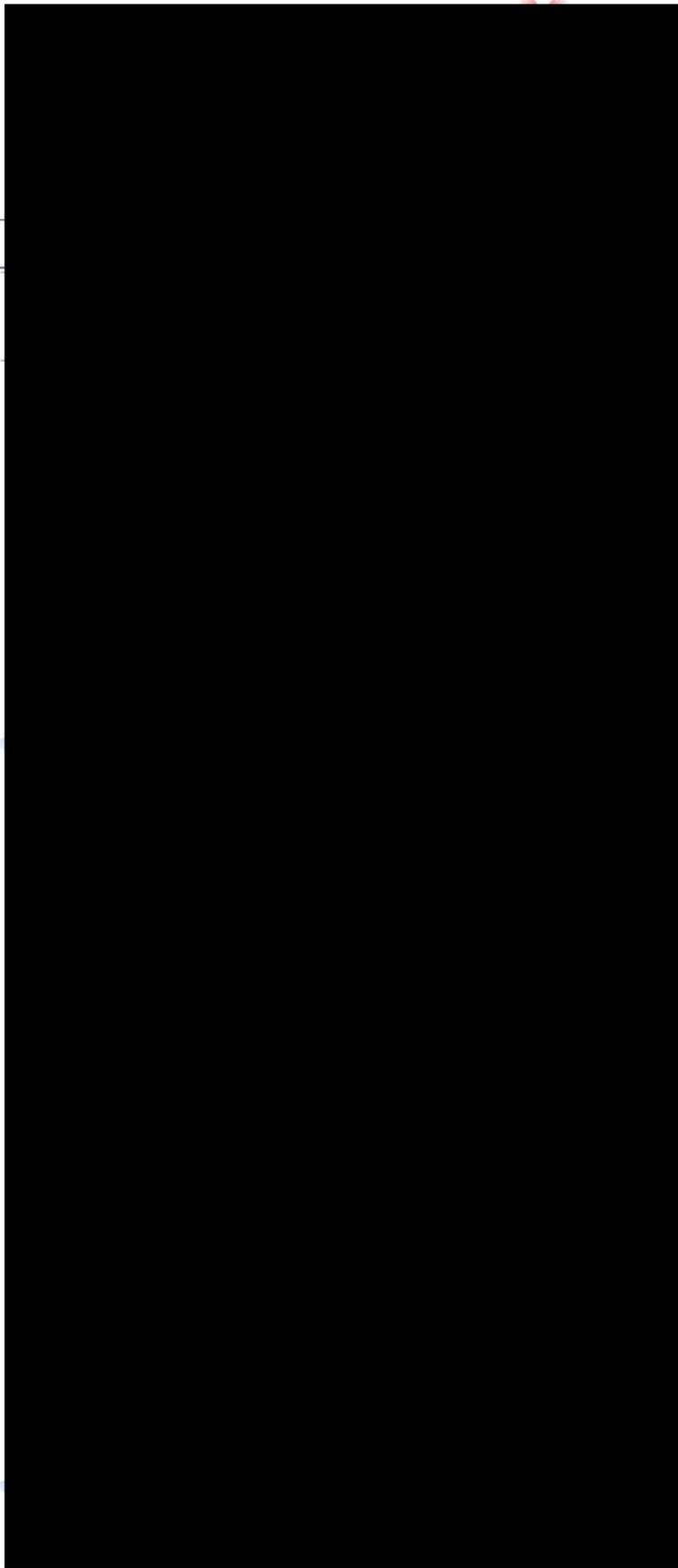
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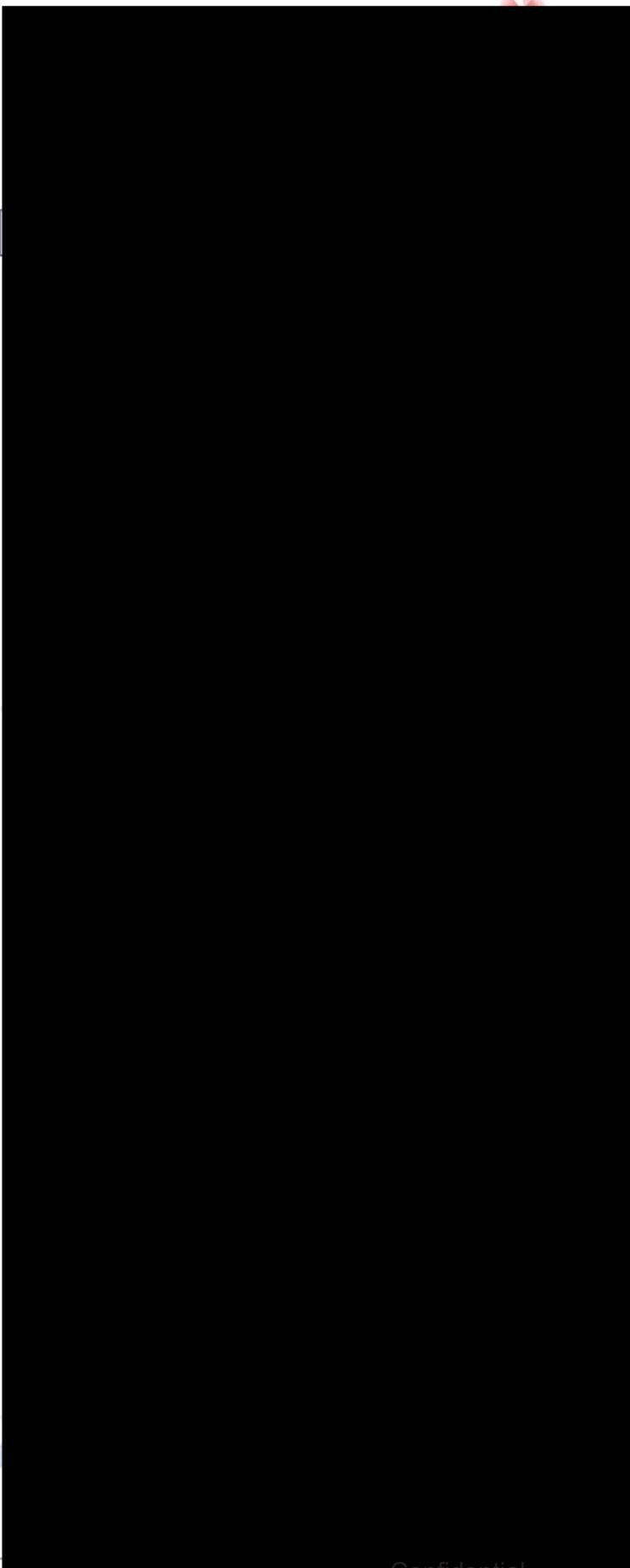
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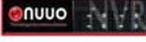




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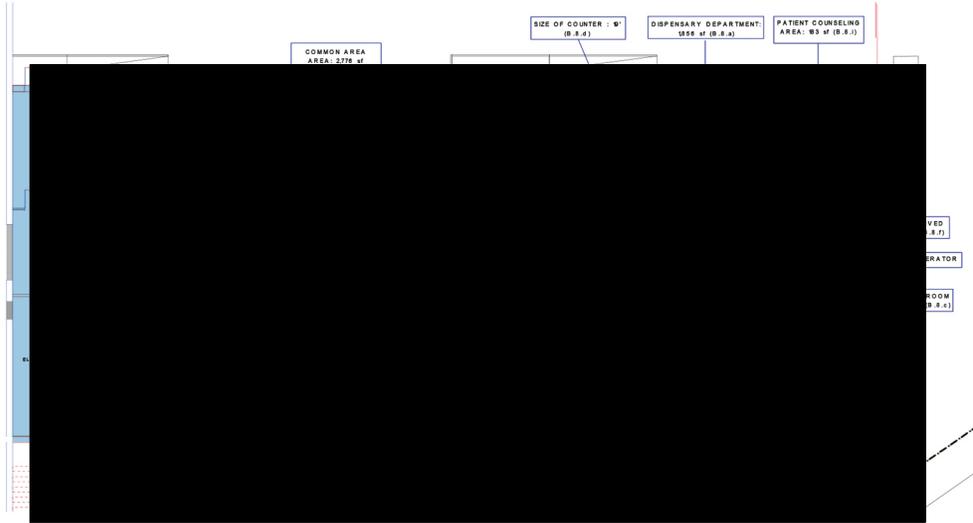
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	SECURITY PANEL		DOOR CONTACT & WINDOW CONTACT
	ALARM KEYPAD		WALL MOTION
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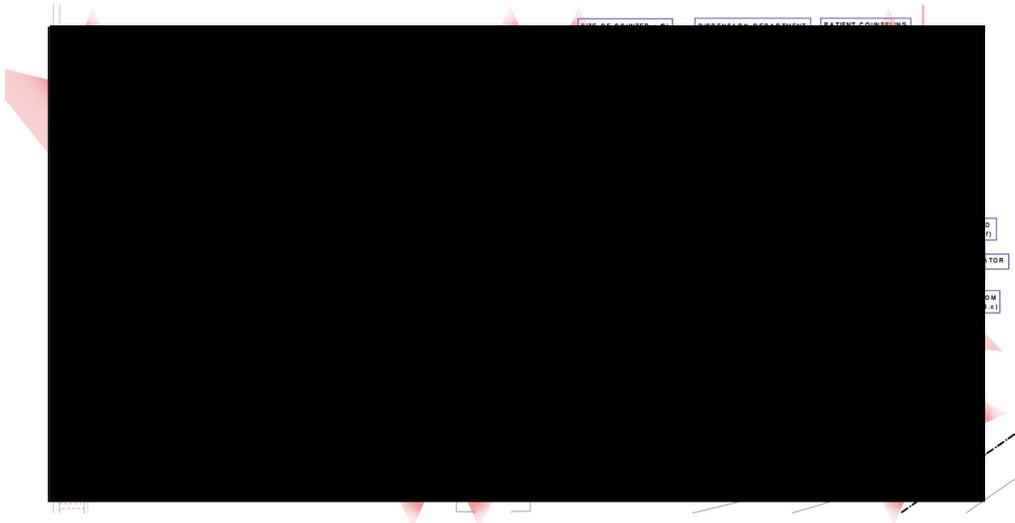
SYMBOL LEGEND

LIMITED ACCESS CORRIDOR
 GUEST ACCESS ZONE

VIDEO
 4MP FULL HD IP CAMERA
 1080P CAMERA

ACCESS CONTROLLED DOOR SYSTEM
BIO-METRIC POS ACCESS

Simple Security
 ALARM ARMED
 WALL MOUNT
 CEILING MOUNT
 REAR MOUNT



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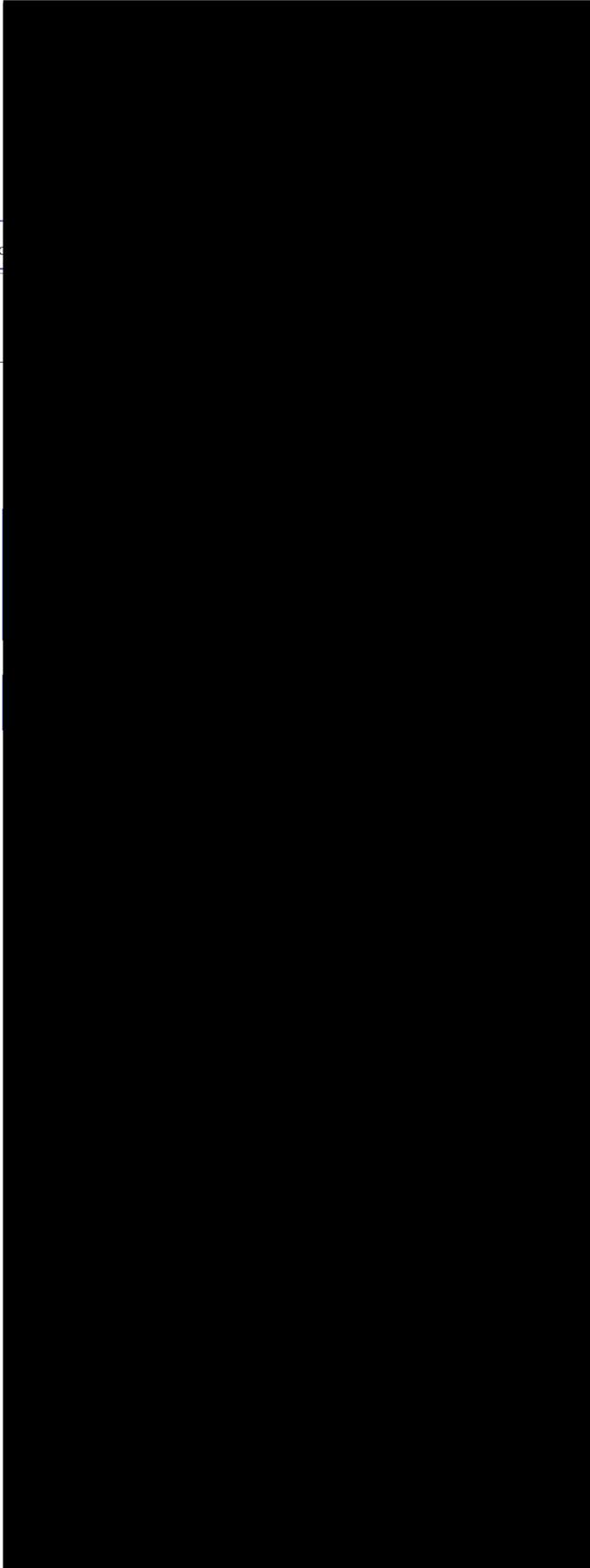
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BIO-METRIC POS ACCESS

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 ALARM ARMED
 WALL MOUNT
 CEILING MOUNT
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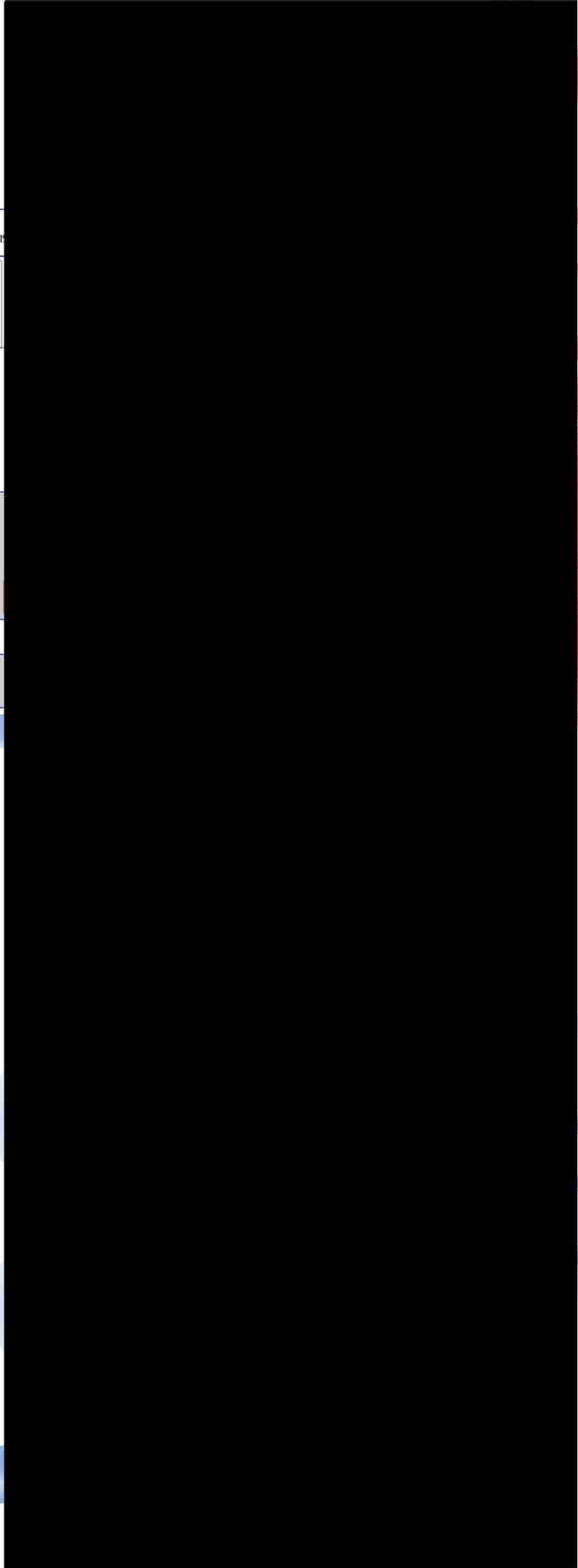
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ACCESS CONTROLLED DOOR SYSTEM	BIO-METRIC POS ACCESS

SECURITY PANEL	DOOR CONTACT & WINDOW CONTACT		
ALARM KEYPAD	WALL MOTION	CEILING MOTION	PANIC BUTTON



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SECURITY PANEL	DOOR CONTACT & WINDOW CONTACT		
ALARM KEYPAD	WALL MOTION	CEILING MOTION	PANIC BUTTON



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Security and Compliance Measures anchored by Matt Cook

Safety, security, and strict compliance is critical to successful production. To that end, C-THREE has partnered with Matt D. Cook. Mr. Cook has been instrumental in the planning and development of the C-THREE organization and its security and compliance measures. Mr. Cook launched Cook Consulting in February 2007, and is eager to share his expertise in public policy and enforcement. Matt brings highly skilled and experienced representation and advocacy to clients with public policy interests. He offers expert insight into public policy development, analysis and enforcement with a focus on medical marijuana regulation and compliance.

Matt has varied and extensive experience gained from a lifetime career in enforcement. He has been involved at the local, state and federal levels. His unique accomplishments with authoring and implementing Colorado's groundbreaking medical marijuana regulatory scheme have earned him a national reputation. His work as the leader of the Medical Marijuana Enforcement Division has been featured in popular publications such as TIME Magazine, ABA Journal, NY Times and The Washington Post. In addition, Matt was featured in CNBC's – Marijuana USA and 60 Minutes.

As Senior Director of Enforcement for the Colorado Department of Revenue, Matt also supervised Gaming, Alcohol and Tobacco Enforcement, Racing Events, Auto Industry Division, Safety and Security, Drivers License Hearings and he was Chairman of the Colorado Automobile Theft Prevention Authority (CATPA). In this capacity, he effectively managed a 154 million dollar budget and 220 full-time employees.

Matt is nationally recognized as a regulatory expert for beverage alcohol and medical marijuana. He served as Vice President of the National Conference of State Liquor Administrators and represented License states as a Joint Committee of the States Representative. As Division Director for Colorado Alcohol and Tobacco Enforcement, he established and directed enforcement policies statewide. He was active with legislative proposals concerning dog and horse racing events and alcohol and tobacco public policy.

Previously, as Licensing Director and Enforcement Supervisor for Colorado Liquor Enforcement, Matt coordinated liquor law enforcement and the licensing with the 332 local venues in Colorado. He efficiently managed the more than 12,000 beverage alcohol licensees in Colorado. He was also instrumental in drafting many legislative matters for the Colorado General Assembly concerning beverage alcohol.

Additionally, Matt has an enforcement background at the local level. As License Enforcement Officer and Administrator for the City of Colorado Springs, he enforced liquor laws and regulated all other City issued business licenses with a focus on liquor licenses, and became a qualified expert witness in Colorado beverage alcohol law. Matt recognized expertise in the 21st Amendment allowed him to act as a technical advisor to the Local Liquor Licensing Authority.

Matt also served as a Special Agent for the United States Air Force Office of Special Investigations (AFOSI). He performed extensive case work with DEA, FBI, ATF, DIS and Secret Service while investigating federal crime, including narcotics, fraud, explosives, and espionage.

4. **Policy**

The purpose of this policy is to ensure that the security requirements of C-THREE are clearly defined and understood by all persons on a need to know basis. As a condition of employment at C-THREE, all persons shall be required to sign a Non-Disclosure Agreement to ensure the integrity of this and all C-THREE policies and procedures. Compliance with this policy is necessary to ensure the safety of C-THREE employees and its physical resources.

It is the policy of C-THREE that all statutory and regulatory provisions of the Act be complied with at all times. C-THREE has a zero tolerance for violations of this policy of any of the statutory or regulatory provisions of the Act and violations shall result in immediate termination as well as civil or criminal penalties. It is the responsibility of all C-THREE staff to be familiar with this policy. Any violations shall immediately be reported to security and supervisory personnel.

5. **Objective**

The objective of the C-THREE Security Manual is to:

- Ensure the safety of C-THREE employees;
- Safeguard all forms of marijuana from theft and/or diversion;
- Protect C-THREE private property, equipment and facilities;
- Protect the intellectual property of C-THREE;
- Protect Cultivation Center Books, Reports, and Invoices

The following control mechanisms shall form the backbone of C-THREE security:

- C-THREE Staff;
- Security Systems;
- Armed Security Personnel;
- Bio-Safety;
- AgriSoft Point of Sale & Inventory software/hardware;
- Information Risk Management;
- Strict adherence to Connecticut Laws, Rules, and Regulations, and
- Carefully Controlled Production.

6. **GAP Analysis**

Marijuana is still an illegal Schedule I Controlled Substance under federal law. The Regulations of Connecticut State Agencies sections 21a-408-1 to 21a-408-70 allow qualified Connecticut residents to register as patients in order to purchase medical marijuana from registered dispensaries. Marijuana has retained a high black market value due to the overall inelastic demand for illegal drugs within the U.S. As long as these conditions exist diversion will continue to be the greatest threat to the legitimacy of the Connecticut's medical marijuana program and the

existence of C-THREE.

In order to develop an effective security strategy, areas of vulnerability and potential threats have been examined below.

6 (a) Areas of Vulnerability

- **Main entrance** – A breach of this entrance would pose a direct threat to staff members working inside of the Cultivation Center.
- **Loading dock** – Likely target for intruders.
- **Transport** – Cargo in a vehicle on public roads would increase risk of theft.

6 (b) External Threats

- **Criminals** – The high black market value of marijuana increases the risk of violent intrusion, theft, and other criminal activities.
- **Federal Intervention** – DEA raids and Federal prosecution remain a possibility because of the conflict between Connecticut Law and the Federal Controlled Substances Act.

6 (c) Internal Threats

- **Employee Theft** – Staff members will be privy to in depth knowledge of the security systems, operational schedules, and not perceived as a typical threat by other staff members.
- **Systems Malfunctions** – System malfunctions may occur as a result of a power outage/brown-out or equipment failure.

7. Security Personnel

C-THREE will contract with a private security firm that specializes in providing armed security personnel. C-THREE has been researching firms that staff individuals which meet the specific needs of each client. There will be at least **one (1) armed guard** on duty during operational hours. The armed guard shall arrive one half (1/2) hour prior to the Cultivation Team in order to secure the premises and leave after everyone else has left the premises.

8. The Facility

The C-THREE Cultivation Center will contain rooms classified as Limited Access Areas. Delivery personnel will only be allowed to access the loading dock and will not be allowed in the facility. The main entrance will be monitored and controlled by the security guard Admissions clerk at the registration desk. This Clerk will grant access to authorized visitors such as the Department and Police by scanning their fingerprint into the access control system. The doors will be

secured with a biometric access control device connected to an electronic locking mechanism. These redundant security measures shall ensure that anyone entering the facility is authorized.

Every door within the Cultivation Center will be monitored during and after business hours. All rooms that contain any form of medical marijuana will be equipped with biometric access control devices, electronic locking mechanisms, and volumetric intrusion detection.

The delivery area will be enclosed by a razor wire topped fence and an electric gate with proximity card access controls. The loading dock has two doors that will provide a secure and redundant transaction zone. There will be an armed guard present in the cultivation center during all business hours.

8 (a) Interior Security

All interior doors inside the limited access areas shall remain locked at all times. Authorized persons will be allowed access on a “need” basis only. All locks shall be biometric and all activity shall be recorded and documented in the inventory tracking system (Agrisoft). Security personnel shall physically check the security of each door to the flowering, vegetation, curing, drying and inventory storage rooms hourly and record the physical check on the security log. At no time shall security personnel enter flowering, vegetation, curing, drying or inventory storage rooms or vaults in the limited access areas alone unless there is a valid public safety emergency. For purposes of this policy, “public safety emergency” shall mean an incident that causes the security team to believe human life is in danger. If a room is found to be unsecure during non-business hours, security personnel shall secure the door and immediately notify the designated person in charge of that room. All incidents of this nature shall immediately be reported to management.

8 (b) Exterior Security

The exterior of the building shall be provided with adequate lighting to ensure the ability to see and identify any persons 24 hours a day. During non-daylight hours, C-THREE security personnel shall randomly travel around the facility to ensure its security by checking the building and fences. All doors shall be remain secure and security personnel shall check the doors every hour by attempting to open them. An hourly log shall be maintained and every check performed shall be documented with by date, time, and initials. Any discrepancies shall be reported to management immediately and if evidence of a break-in or other physical damage, the scene shall be secured and law enforcement officials and management shall be notified immediately. All incidents of this nature shall immediately be reported to management.

9. Security Systems

The C-THREE security system will be professionally installed to meet the requirements of the Regulations. The locations of the security system components detailed below are indicated on the floor plans at the front of this Security Plan.

9 (a) Cameras

There will be cameras installed to visually record and monitor all building entrances and exits, the parking lot/delivery area, the adjacent drive, and the entire inside of the facility. A combination of fixed focal length digital and analog cameras will be used. The horizontal viewing angle of each camera will be at least 74 degrees. The following cameras or equivalents will be used:

9 (b) DVR

C-THREE will utilize a DVR recording server which meets the requirements set forth in the Regulations. This DVR server will be fully integrated into the alarm system and will have a host of additional analytic capabilities. Monitors connected to the DVR system will be located at the security desk and inside of the Monitoring Room.

9 (c) Doors

All doors will be equipped with keyless entry biometric access control devices. These devices will trigger fail-safe solenoid deadbolts, electric door-strikes, or electromagnetic locks. The access control devices will be fully integrated into the alarm system. Additionally, all doors will be equipped with magnetic position indicators. The position indicators and access control devices will be used in conjunction with the video surveillance system to track staff movement throughout the Cultivation Center at all times. C-THREE will use equipment equivalent to:

9 (d) Windows

A professional security company will secure all windows while maintaining fire safety codes. None of the sealed Cultivation Center rooms or processing rooms will have windows.

9 (e) Alarms

The aforementioned access control devices, door position indicators, and glass break sensors will be integrated into a professionally installed alarm system that reports to a UL listed central monitoring, and full dispatch station. A test signal shall be transmitted to the central station every twenty-four (24) hours. C-THREE will enter into a contract with a UL listed central monitoring station such as ADT or Protection 1 Security Solutions prior to commencing operations. Control panels for the alarm system will be installed at the security desk, and inside of the Monitoring Room. Armored siren/strobe units will be located within the Cultivation

Center as well as on the exterior of the building. The alarm system will also include the components listed below:

Volumetric Intrusion Detection – In accordance with the Regulations every room inside of the Cultivation Center where medical marijuana is kept will be equipped with volumetric intrusion detection. These motion detectors utilize both passive infrared and microwave emitting components. C-THREE has chosen to use dual technology sensors because the ambient temperature in some of the grow rooms may at times approach body temperature which would adversely affect the performance of single technology passive infrared motion detectors.

Fire – Hard wired dual sensor smoke alarms that utilize both ionization and photoelectric detectors will notify the UL listed central monitoring station directly if a fire is detected. Fire alarm pull stations and fire extinguishers will be located throughout the Cultivation Center. If necessary, a sprinkler system will be professionally installed to meet all DC building codes.

Hold-up Button – Hold-up buttons will be located at the security desk and inside of the Monitoring Room. If triggered these buttons will alert the UL listed central monitoring station which will in turn dispatch emergency services.

9 (f) Safe and or Vault

In accordance with the regulations C-THREE will install an approved safe or vault as used in sections 21a-262-1 to 21a-262-10, inclusive, of the Regulations of Connecticut State Agencies. The safe or vault will be used for the overnight storage of all marijuana products. Additional safes or a larger custom built vault will be purchased as necessary. C-THREE will not keep any cash on the premises.

Safes will conform to or exceed all of the following standards:

1. Underwriters Laboratories, Inc. certified with a minimum of a B Burglary Rate;
2. Underwriters Laboratories, Inc. certification as being equipped with a relocking device;
3. Weight of 750 pounds or more or rendered immobile by being securely anchored to a permanent structure of the building; and
4. Adequate interior space to store all controlled substances required to be kept within.

An approved vault will meet the following specifications or equivalent:

1. Walls, floors, and ceilings constructed of at least 8 inches of reinforced concrete or other substantial masonry, reinforced vertically and horizontally with 1/2 inch steel rods tied 6 inches on center, or the structural equivalent to such reinforced walls, floors, and ceilings.
2. The door of the vault must contain a multiple-position combination lock or the equivalent, a relocking device or equivalent and steel plate with a thickness of at least 1/2 inch. (The GSA Class 5 rated steel door meets all the qualifications for the vault door.)
3. The vault, if operations require it to remain open for frequent access, must be equipped with a "day gate" which is self-closing and self-locking or the equivalent. If the operation requires only that the vault be opened infrequently, such as to remove raw material in the morning and return raw material at night, and is always relocked immediately after use, a "day gate" is not required.
4. The walls, floor, and ceiling of the vault must be equipped with an alarm which, when unauthorized entry is attempted, transmits a signal directly to a central station protection company, or a local or state police agency which has a legal responsibility to respond, or a 24-hour control station operated by the registrant. If necessary, due to local conditions or other problems, holdup buttons shall be placed at strategic points of entry to the perimeter area of the vault.
5. The vault door must be equipped with a contact switch.
6. The vault must have at least one of the following:
 - a. Complete electrical lacing of the walls, floor and ceiling or
 - b. Sensitive ultrasonic equipment within the vault or
 - c. A sensitive sound accumulator system or
 - d. Such other device designed to detect illegal entry as may be approved by the Commissioner of Consumer Protection.
7. The electrical alarm system must be certified as being an Underwriters Laboratories, Inc., approved system and installation.

9 (g) Proximity to Police Station

The C-THREE Cultivation Center will be located two and one half (2.5) miles from the Waterbury Police Department located at 255 E Main St, Waterbury, CT 06702.

9 (h) Information Security

Critical data assets shall be stored within the Monitoring Room. The computers inside this room will be connected to the Cultivation Center's environmental monitoring system, the DVR digital video recording system, and the AgriSoft POS/Inventory system. The door to this room will be equipped with a bio-metric access control device. External backup hard drives will be kept inside of the vault. The company information risk management strategy will consist of the following measures:

- Two-factor Authentication
- Email Encryption
- Secure Remote Access

C-THREE will use two-factor authentication to secure all of the computers within the Cultivation Center. The CHS, DHS, Ingestible Item Preparer, Security Guard, and Management will be given a Personal Identification Number, and a hardware or software Security Token. The Security Token will generate a random authentication key every 60 seconds. Staff will be required to enter a passcode to log-in to any of the computers within the Cultivation Center. This passcode shall be the PIN combined with the Authentication Key generated by the Security Token.

All company emails shall be encrypted. The encryption software will require a two-factor authentication.

The CHS and DHS will also be able to remotely access the Cultivation Center computers to monitor and adjust the environmental conditions of various rooms as needed. Remote access will be accomplished via a virtual private network (VPN) connection. Remotely connecting to computers will require the same two-factor authentication used to access company email.

10. Video Surveillance

A functional and complete video surveillance and recording system within C-THREE is necessary to create transparency, ensure accountability and prevent diversion. All owners, managers, employees, within limited access areas and while entering or departing limited access areas shall have granted their consent to be filmed by the video surveillance system at all times. Bathrooms and employee locker rooms shall not be located in the limited access area and not subject to video surveillance. At no time shall cannabis be authorized to be possessed in the bathrooms or locker rooms.

- All areas of a limited access area shall be under video surveillance, including all areas where medical marijuana is possessed, stored, grown, harvested, cultivated, cured, sold, or where agents of an authorized laboratory perform laboratory analysis.
- All surveillance systems and camera coverage areas must be tested daily to ensure functionality. Except for authorized persons performing routine maintenance, the tampering with, blocking the view of, distorting or modifying the functionality of a camera or any security system, shall be grounds for immediate termination.

- All personnel installing, cleaning, maintaining and repairing surveillance equipment on site must be authorized to do so and must display a badge and log in and out of the limited access areas and be escorted by security at all times.
- All recording DVR equipment, documentation, approvals, and variances, or copies thereof, relating to surveillance, shall be kept in a locked Surveillance room or locked secure area for inspection by authorized persons as requested. Only owners, managers and authorized maintenance personnel shall be allowed access to this room and no cultivation operations shall occur within this room or secure area which may damage the system due to high temperature or humidity conditions. At least one 19" or greater call up monitor attached to the DVR/NVR or a playback station with a 19" monitor or greater shall be utilized and located within the secure area. The video system shall have a failure notification system that provides an audible and/or text and visual notification of any failure in the surveillance system. The Failure Notification system must provide an alert to the licensee within five minutes of the failure, either by phone, email, or SMS alert contact. A date/time shall be embedded on all recordings of customer areas. The date and time must be synchronized and set correctly and must not significantly obscure the picture. All recordings shall be erased or destroyed prior to disposal.
- All limited access areas, point of sale areas, security rooms/areas and all points of ingress/egress to limited access areas and all points of ingress/egress to the exterior of the licensed premises shall have fixed camera coverage capable of identifying any activity occurring within a minimum of twenty (20) feet of all entry and exit points. All camera placements shall allow for the clear and certain identification of any individual in and/or on the licensed premises.
- When transporting or removing medical marijuana from a limited access area in connection with a sale, all medical marijuana shall be placed on a calibrated weight scale so that the amount removed from the licensed premises is captured through the licensed premises' point of sale system and recorded on video. No medical marijuana shall leave a limited access area in connection with a sale without a properly executed manifest and sales documentation as detailed below.
- All entrances and exits to the facility shall be recorded from both indoor and outdoor vantage points, and capable of clearly identifying the individual entering or exiting the facility. The system shall be capable of clearly identifying any activities occurring within the facility or within the grow rooms in low light conditions.
- Areas where medical marijuana is grown, cured or manufactured shall have a camera placement in the room facing the primary entry door, and in adequate

fixed positions, at a height which will provide a clear unobstructed view of the regular activity without sight blockage from lighting hoods, fixtures, or other equipment, allowing for the clear and certain identification of persons and activities therein at all times.

- Cameras shall be placed at each location where weighing, packaging or tagging activities occur. These cameras shall allow for the clear and certain identification of all individuals and activities therein at all times.
- All camera views of limited access areas must be continuously recorded twenty-four (24) hours a day. Any employee obstructing the view of a recording device to enable an activity contrary to law shall be immediately terminated.
- Complete index and guide to the center cameras, technical documentation, monitors and controls shall be maintained and available in the security and surveillance rooms. This guide shall include a map of the camera locations, direction of coverage and camera numbers. All camera operating instructions for the surveillance equipment shall be maintained in the secure surveillance room.
- A chronological point of sale transaction log shall be maintained in the C-THREE POS software and shall be made available to be used in conjunction with recorded video of those transactions.
- All surveillance recordings shall be kept for a minimum of thirty-five (35) days in a secure area. Any destruction of the recordings after this period of time must comply with the requirements of this policy. However, recordings shall not be destroyed if there is a pending criminal, civil or administrative investigation or legal proceedings for which the recording may contain relevant information. If subject to a pending action, the videos will be separately logged and stored to maintain the chain of custody, for all legal purposes.
- Access to surveillance rooms/areas shall be limited to employees that are essential to surveillance operations, law enforcement agencies, and service personnel. The surveillance room manager has final authority regarding the authorization of access by center personnel. A current list of authorized employees and service personnel that have access to the surveillance room shall be posted in the surveillance room. Any time anyone enters the surveillance room, the purpose for entering shall be logged. The surveillance room shall remain locked at all times and access shall be limited to only those needing access as designated by C-THREE management. At least one surveillance camera shall be in the surveillance room and be able to clearly identify any person who accesses any surveillance or non-surveillance equipment. Surveillance recordings and clear still photos shall be made

immediately available upon request by any administrative or law enforcement request. All employees shall hold data, which is captured from licensee point of sale and video surveillance systems, in confidence.

11. **Entering the Facility**

All employees, contractors or other persons entering the facility shall enter a secure admittance area and produce a current photo identification prior to having access to any limited access area. This identification may be in the form of an employee identification badge with a photograph or a valid driver license. The admittance clerk shall verify the validity of such identification, scheduled appointment, etc., for all employees, and verify the stated business purpose by validating a manifest, and shall record the authorized person or contractor identification numbers and issue an authorized person or contractors C-THREE badge.

The admittance area shall require the admittance clerk to authorize all persons to enter only upon verification of valid documents. Admittance shall be authorized by an electronic device that unlocks the door. The admittance clerk shall remain behind the admittance window which is constructed of bullet proof glass, at all times and communicate with the patron via electronic speaker. Should any person attempt to gain access unlawfully, or attempt to coerce, attempt robbery, or any other criminal activity, the admittance clerk shall immediately sound an alarm and leave the person in the secure admittance area, pending the arrival of law enforcement. (No other persons shall be authorized access in or out of this area until law enforcement has responded and made the area safe).

Upon admittance, all authorized persons and contractors shall be moved to the security desk to be escorted by authorized C-THREE staff. Security personnel shall man the security desk at all times. At no times shall non employed authorized persons, or any other persons be authorized access to C-THREE facilities unless they have been signed in, demonstrated that they have a scheduled business purpose (Contractors, etc.), been issued the appropriate badge and escorted by C-THREE staff. This badge must be displayed on the upper half of the person, on the outer most garment at all times. However, this paragraph shall not prevent members of local or state law enforcement or regulators from entering at any time as authorized by law.

12. **Limited Access Areas**

All marijuana and anything containing marijuana shall only be physically located in limited access areas. The posting of a sign complying with the law, which shall state in the English language **“Do Not Enter -Limited Access Area – Access Limited to Authorized Employees Only”**. All rooms located within limited access areas shall be clearly described by the posting of a sign adjacent to the door allowing access to the rooms, which shall be clearly labeled, propagation,

vegetation, flowering, bathroom, break room, waste, vault, storage/tainted products and/or retail sales area, as required by law.

While within any limited access areas, all persons shall be required to display a current validated licensed employee, owner or contractor badge. Failure of any person to properly display such a license badge may constitute grounds for discipline. Employees shall notify security, the ownership and management immediately upon observing anyone in a limited access area who is not displaying a badge, who shall respond immediately. Until arrival of security personnel, the employee shall challenge the person and limit their access to other areas. No employee shall be required to use force to temporarily detain any person not displaying a badge, but rather shall advise the person that they are in a limited access area without the proper display of a badge, and must remain for a security escort

All visitors must be logged in and out, and that log shall be made a part of the C-THREE regular business records. All visitor or contractor identification badges shall be returned to the admittance clerk upon exiting the limited access area, who shall record the time of departure in the admittance log. Employees failing to bring their C-THREE issued photo identification to work, shall be issued a temporary employee badge.

All limited access areas and building facilities shall be alarmed and it is the policy that should an alarm sound a designated representative shall respond within 30 minutes to provide alternative security for the Alarm Site. Alarms shall not be activated for any reason other than an occurrence of an event that the Security Alarm System was intended to report. The alarm shall be adjusted so that an alarm signal audible on the exterior of an Alarm Site will sound for no longer than ten (10) minutes after being activated.

The Security Alarm System shall be tested once per month. Authorized Employees shall review written operating instructions for each Security Alarm System as provided by the Alarm system owners or installers. In addition to a security alarm system all entrance/exit doors and those doors providing ingress or egress to the limited access areas shall have biometric locks which shall remain locked at all times. Only those staff needing to have access shall be given access via their thumb print. Any employee opening a door to allow access to anyone not authorized access to that specific area, shall be terminated immediately.

13. Access Control Protocols (ACP)

C-THREE will cultivate, process, package, and distribute a Schedule 1 Controlled Substance as defined by the Federal Controlled Substances Act. The Access Control Protocol (ACP) has been designed to prevent diversion of all C-THREE products by progressively controlling and monitoring authorized personnel and visitor flow throughout the Cultivation Center. The premises will be divided into

two security zones.

13 (a) Limited Access Areas

The interior of the Cultivation Center which contains the marijuana cultivation facilities, processing equipment, and product manufacturing facilities will not be open to the public.

- The Cultivation Center will have biometric access control systems that shall be used in conjunction with digital video surveillance to monitor and control personnel flow throughout the cultivation center.
- The main entrance will be the primary point of ingress and egress.
- All doors will remain locked unless triggered to open by a biometric signature.
- All doors within the Cultivation Center will be connected to the alarm system and have position indicators that are monitored by the security guard at the main entrance.

13 (d) Transaction Zone – The transaction zone will be surrounded by security fence. The electronically controlled access gate at the Transaction Zone entrance will be equipped with an access control unit, and monitored at all times by video surveillance. Additionally, the area of the Transaction Zone within the security fences will be monitored at all times using passive infrared volumetric intrusion detection.

13 (e) Emergency Access – In the event of an emergency all door locking mechanisms may be overridden by the UL listed central monitoring station to allow emergency first responders access to the entire building.

14. Access Control Points

14 (a) Main Building Entrance

The main entrance to the Cultivation Center will be equipped with a biometric access control device, and monitored by a fixed focal length hemispheric camera. This camera will be connected to one of the DVR channels with facial recognition capabilities. Security personnel stationed inside of the Cultivation Center building will grant visitors such as the Board or Police access to the facility.

14 (b) Security Desk

Once inside security personnel will grant access to visitors such as the Board and Police by either scanning their fingerprint into the access control system and/or providing them with a proximity visitor card for temporary use. Registered Cultivation Center personnel will sign-in and out at the security desk as they enter or exit the Cultivation Center.

14 (c) Loading Dock

The loading dock is enclosed by two roll up doors, which provides a redundant security measure. The exterior door opens to the parking lot and driveway while the interior door can only be opened from the inside of the facility and only when the exterior door is closed and locked. A fence with access gate will enclose the parking lot and provide an added level of security. The vehicle will be allowed to enter the loading dock and the door will close behind the vehicle. The delivery will be unloaded and verified. The door will roll up and the delivery vehicle will exit. Only once the vehicle has exited the parking lot and the exterior loading dock door has been closed and locked will the interior loading dock door be opened from the inside. This interior door has access to the storage room and limited access hallway.

15. AgriSoft - Integrated POS and Security Software

15 (a) Patient and sales tracking software:

- **Patient profile:** includes name, address, social security number, telephone number, email address, emergency contact, and referring physician. The profile will *not* contain patient's medical condition.
- **Patient history:** includes amount (by weight) of marijuana product that is purchased; the batch, amount of marijuana-infused product purchased, date of purchase, location of purchase, including other dispensary(s) used by patient.
- **Retail sales transaction data:** The System will allow retailers of useable marijuana, marijuana-infused products, and marijuana paraphernalia to record, via user interface, or automated data interface, each inventory and retail transaction.
- **Licensee retail sales transaction data may include fields including, but not limited to:** time and date of sale, Licensee number, order number, product item number, quantity/weight. Transaction data may include unique transactions for sales, refunds, voids, adjustments, etc.

15 (b) Diversion-prevention tracking and security software and hardware technology:

- **Tracking of cloned and germinating plants:** The System will track germinating plants by count and strain (varietal) until moved to the vegetative growth step where the plants are then assigned a unique plant identifier: a tag that contains a radio-frequency identification code (RFID) and bar code. An attribute will be provided to allow indication of whether the plant is a seedling, clone, or mother plant. These codes will be used to authenticate each plant in the growing facility throughout its life cycle from clone through harvest. For each

inventory transaction in the System, RFID and bar code scans will automatically update the software with each plant's codes. The System will allow for the addition of new plant inventory items, including, but not limited to: strain, plant ID codes, status in growth cycle, date, and added by.

- **Scanners:** Hand-held RFID scanners and bar code scanners will automatically input to the System the presence of each plant in its assigned growing area within the facility. Scanners also will also be used to document when a plant is moved from one growing area to another. Stationary RFID scanners may be installed at the entrance to each doorway to track relocation of plants throughout the growing facility.
- **Marijuana product tracking requirements:** The System will allow tracking of marijuana plants through growth States: propagation (germinated/cloned), plants in vegetative growth, and flowering plants.
- **Transfer of growing plants:** The System will track transfer of plant inventory between growth stages and locations. Data input may include, but is not limited to: transfer date, transfer source and destination, order number, list of plants transferred, and transferred by.
- **Tracking of cultivation practices:** The System will track the application of fertilizers, pesticides, and any other compounds and/or products applied to each batch of plants.
- **Tracking of harvest:** The System will allow for tracking of harvested marijuana product, curing of product, processing, extraction, packaging, storage in inventory, transfer to point-of-sale inventory, and retail sale of marijuana. Product will be weighed, wet or dry, at each stage of harvest, curing, and storage. Data input fields may include, but not be limited to: strain, product name, product type, product ID codes, unique plant identifiers, lot (batch) number, and quantity or weight of yield.
- **Tracking of packaged marijuana:** The System will allow for data input of packaged product strain, product name, product type, product ID codes, unique plant identifiers, lot number, batch number, net package weight, and units of measure.
- **Traceability requirements:** The System will facilitate the tracing of product inputs back to their origin. The inventory of each package will be tracked by product ID and a lot (batch) number. Data fields may include, but not be limited to: strain, product name, package ID, unique plant identifiers for each plant included in the lot, weight, and units of measure.
- **Cameras:** Stationary cameras will be installed throughout the growing, curing, trimming, packaging, storage, and dispensing areas of each facility. They will record activity 24 hours per day, seven days per week, and they may be motion activated. Video recordings will be stored for later review and audits.

15 (c) Inventory tracking data points for prevention of diversion:

- **Inventory receiving:** The System will include functionality to allow input, tracking, reporting, and storage of information about marijuana products received at Licensee facilities from other Licensees. Data input may include, but is not limited to, the following fields: receipt date, received by, source Licensee name, source Licensee number, order number, items shipped and/or received—including but not limited to product ID, product name, lot number, batch number, weight, and quantity.
- **Add/edit location:** The System will allow input of user-defined inventory locations within a facility, including, but not limited to: germination and clone room, vegetative/growth room, harvesting/flowering room, trimming room, curing room, packaging area, quarantine area, other storage area, and retail area.
- **Add/edit product type:** The System will allow input of product types, including but not limited to: plant strain, extract type, and infused product types.
- **Create the work order/product batch:** The System will allow for products (matured, harvested buds and extracts) to be composited into new products. Inputs will include, but not be limited to the following fields: product type, product ID, units of measure of product yield, number of units yielded, component item information for all items containing marijuana products, including product ID, product name, lot number, and quantity. So that product inputs may be traced back to their origin, the inventory of each product batch is tracked by the product ID and a unique lot number created for each new product batch.
- **Transfer products to locations inside Licensee facilities; to laboratories; and transfer of samples to outside Licensees:** The System will allow input of inventory transfers between facility areas, including, but not limited to: date of transfer, transferred by, order number, source, destination, list of transferred products, including product ID, product name, strain, lot number, and weight/quantity. This feature also allows for transfers of small quantities of product to testing laboratories, and the transfer of samples. The System will have the ability to track samples of marijuana or marijuana-infused products between Licensees. Input may include, but is not limited to: date of transfer, transferred by, source Licensee number, list of transferred products including product ID, product name, lot and/or batch number, weight and quantity.
- **Adjustment and disposal of inventory:** The System will allow input of inventory adjustments such as disposal, wastage, and theft, including, but not limited to: date of adjustment, adjustment type, plant or other product ID, lot number, batch number, weight/quantity, and explanation.

- **Quality Assurance:** The System will allow input of information about product that has been tested by laboratories including, but not limited to, date of transfer, transferred by, order number, source Licensee number, laboratory name, laboratory license number, and State agent name. A list of transferred products will include product ID, product name, lot and/or batch number, and weight/quantity. Quality assurance test results for any lot or batch will be accessible by the State and any Licensee. The System will allow the State and Licensee to search, upload, and download test results in a PDF, Excel, and/or other document formats.
- **Transfer Manifest:** The System will provide functionality for producers, processors, and retailer Licensees to create transfer manifest documents. Transfer manifests will be stored and tracked by the System. Input data may include, but is not limited to: ship-from name, Licensee number, and route description. For each item, there will be a destination address, destination name, license number, address, product description, product ID and lot number, quantity/weight/units of measure. Transfer manifests may be used as shipping documents for transfers between locations within an organization or sales between Licensees.
- **Inventory seizure:** The System will allow State users to input inventory items that have been seized by the State.

15 (d) Marijuana-infused product processor inventory-tracking data points:

- **Processing event tracking:** The System will allow producers of marijuana-infused products (including, but not limited to edible products such as baked goods, confections, capsules, pills, beverages and tinctures, and non-edible products such as ointments) to track production events. These events will be tracked by process, yield in weight or volume, lots and/or portions used to create a batch of extract, extract batches used to create a batch of infused marijuana product, total yield of batch, and individually packaged units of marijuana-infused products
- **Disposal of marijuana:** The System will track disposal of marijuana, including the following data fields: usable plant material, net weight and units of measure for all plant material, extract, and marijuana-infused product, and reason for disposal.
- **Generation of reports:** The System will provide robust reporting functionality for State personnel to determine compliance with State statutes and rules among producers, processors, and retailers. The System will be capable of downloading and searching datasets to create multiple State-mandated reports.
- **Export of data:** The System will provide functionality to export report data to a variety of formats, including, but not limited to: Microsoft Excel, CSV, and text.

- **Audit tracking:** The System will provide full tracking of changes to all application data, including date of change, System user ID, type of change (insert, update, delete) and original and updated field values.

15 (e) System user access:

- **Registration and authentication of user access:** The System will provide for biometric authentication of users (biometric thumb print scan) among the State user group and Licensee user group. System access will be configurable for the needs of each user group. Functionality will provide for the registration of State staff administrators.
- **Configurable permissions for Licensee employees:** The System will allow Licensee administrators to set up System user accounts for employees that would be used only for login at that Licensee organization. Licensee administrators will be able to configure employee access to some activities in the System and not others.
- **Reporting functionality:** The System will provide functionality to configure access to reporting functionality to State System users and Licensee System users.

15 (f) Data storage:

- **Fully hosted solution:** All data will be stored in a highly secured data center that employs redundant power, environmental, connectivity, and whose servers are protected with State-of-the-art firewall systems that employ advanced network intrusion prevention technology.
- **Data will be available 24/7:** Data will be available 24 hours per day, seven days per week. System will provide to State 48 hours advanced written notice of scheduled downtime.

16. Employee Security

All employees shall, prior to entering limited access areas, ensure they are wearing pants that do not have pockets. Trimmers and other staff shall be issued an apron to wrap around their waste with pockets to hold scissors and other tools as needed. These aprons shall not be removed from limited access areas at any time and shall be stored by security personnel in the security area. All employees, as a condition of employment shall agree to be subject to random “pat down” searches of their person. At no time shall a male pat down the outer clothing of a female and at no time shall a female pat down the outer clothing of a male. Employees may be asked to remove their shoes and socks at random.

17. Receiving Supplies & Equipment

C-THREE will only accept scheduled deliveries.

17 (a) Screening

The Security Guard posted in the guard house shall screen expected delivery persons at the perimeter gate. Deliveries will be checked against the regularly updated master list of expected arrivals. Staff members expecting the delivery shall then be notified to come and receive the shipment. The perimeter gate will be opened after the delivery has been verified by the Security Guard. The delivery person will then be directed to proceed to the loading area. After the delivery person unloads and exits the perimeter the gate will automatically close and lock.

17 (b) Receipt

All deliveries will be received at the loading dock. Shipment could include anything from liquid nutrients to bags of soil. Staff shall follow the steps below when receiving a shipment at the Loading Dock:

1. Verify the contents of the shipment before directing the delivery person towards the exit;
2. After the delivery person has left and the perimeter gate is locked, staff will rinse off the shipment using the designated sterilization solution (a precaution against contaminating the Secure Operation Zone), and move it into the Pass Through;
3. Lock Pass Through and re-enter the building through the main entrance;
4. Repeat the Gowning Procedures, retrieve the shipment from the interior door of the floor mounted pass through, and bring it into the Limited Access Area of the Secure Operation Zone, and
5. Place supplies and/or equipment in the designated secure storage

18. Emergency Response

Upon receipt of an alarm, security personnel shall immediately respond and attempt to determine the nature of the alarm. Alarms from the inventory checkout/receiving area or the check in clerk booth, shall also be made directly to law enforcement personnel. Security personnel's priorities shall be protection of life and resources and they shall immediately secure the area surrounding the area of the alarm, pending the arrival of law enforcement personnel. Security personnel shall note the date, time, location, nature of the alarm and those personnel on duty, and additional persons in that area. Upon arrival, security personnel shall brief law enforcement of the situation and remain on the perimeter of the scene as required from the officer responding.

19. Fire Alarm or Bomb Threat

Upon receipt of a fire alarm or a bomb threat, all personnel shall immediately meet at a predetermined location outside the building within the secure parking

area. If a bomb threat, the person receiving the threat shall use the bomb threat checklist to record as many details as possible about receipt of a bomb threat. Pre designated supervisory personnel shall be designated as section wardens and shall account for all persons who have entered the building (employees, owners, officers, contractors) through the check in roster and shall advise first responders fire department of any unaccounted persons and their work section, etc. Security personnel shall assist first responders with a walk through of the facility if no fire is observed and shall also post at the entrance/exit of the parking lot and prohibit any non-official first responders from entering the area, unless authorized by on duty law enforcement personnel.

20. Threat by Mail or Suspicious Package

Should a letter or package be received by staff that contains any type of a threat, security shall be immediately respond. Security shall assess the situation to determine the nature of the threat and the need for first responder notification. All threats will be taken seriously, but those not posing an immediate threat to life or resources shall be secured and turned over the law enforcement. Should a letter or package contain unidentified substances, security shall respond, evacuate the area and secure the package. The package shall not be moved to prevent possible contamination of other areas. The area shall remain secure by security pending arrival of first responders.

21. Disposal of Medical Marijuana, and Ingestible Items

C-THREE will adhere to the requirements set forth in the Regulations. Staff shall follow the inventory procedures for weighing unused or surplus medical marijuana, update C-THREE records, and fill out the necessary forms. Unused or surplus medical marijuana will then be disposed of in a manner that renders the marijuana non-recoverable. The records will contain:

- a) The date and time of disposal;
- b) The manner of disposal;
- c) The brand name and quantity of marijuana disposed of; and
- d) The signatures of the persons disposing of the marijuana, the authorized representative of the commissioned and any other persons present during the disposal.

22. Annual GAP Analysis & Supplemental Training

The GAP Analysis included at the beginning of this manual shall be reevaluated annually. Supplemental training will be developed and administered as needed in response to changes in company policy. Management shall work together with staff to complete this re-evaluation.

23. Training

Staff will complete mandatory security training as part of a four week Orientation Schedule outlined in the Staffing Plan. This will include the following:

23 (a) Conflict Resolution

The CHS and management will attend ACR training programs and familiarize themselves with the material listed below prior to developing conflict resolution training program for C-THREE staff. Initial training will be completed during the Orientation Schedule. Staff and management will receive additional conflict resolution training as necessary.

Required reading:

The Conflict Resolution Toolbox: Models and Maps for Analyzing, Diagnosing, and Resolving Conflict
Gary T. Furlong | Wiley (May 16, 2005)

23 (b) Violent Incidents & Emergencies

Staff will work with the CHS to learn and review the policies and procedures contained within a separate Emergency Manual. The Emergency Manual provides procedural details for a range of possible violent and non-violent scenarios including:

- Reporting an Emergency
- Evacuation
- Fire
- Utility Failure
- Crime & Violent Behavior
- Medical Emergencies
- Employee Responsibilities
- Additional Emergency Contact Information

Each staff member will receive a copy of the Emergency Manual as part of his or her orientation packet. Copies of the Emergency Manual will also be kept at the Security Desk, Guard Station, inside of the Monitoring Room, and in the Kitchen.

23 (c) Incident Log

Incident Reporting Policies and Procedures have been developed to ensure that C-THREE keeps accurate records of disruptive incidents including the diversion of any form of medical marijuana by loss or theft as set forth by the Regulations. These policies and procedures are further detailed within the Staff Handbook which all employees are required to sign and notarize.

All C-THREE staff will be required to complete an incident report form immediately following any of the events listed below. All incident report forms shall be kept on file and provided upon request to C-THREE

Management, the Police or the Board. Each time an incident report form is filed, the CHS will add a corresponding entry to the Incident Log which shall serve as a chronological index. (An example Incident Log and Incident Report Form can be found at the end of the aforementioned Staff Handbook)

- Loss or theft of medical marijuana
- Discovering a discrepancy in inventory
- Evidence of violent intrusion
- Being present during violent intrusion (Emergency Manual)
- Loss of confidential accounting information or intellectual property
- Harassment of any kind
- Witnessing unlawful behavior of a co-worker
- Any other violation of the Rules as set forth by the Board

23 (d) Sales Transaction Verification/Security

To prevent diversion and theft, all transactions shall be done pursuant to a verifiable C-THREE manifest sales document. All manifests presented shall be filled by authorized staff who shall stamp their C-THREE sales stamp (logo and initials), weigh the orders and film the manifest on a designated camera to verify weights and products. Upon the filling of the order and departure from the facility, the order shall be independently verified by other authorized C-THREE staff member who shall also verify the weight and present the stamped manifest for camera review and ensure the accuracy of the order. Under no circumstances shall any employee provide required products as detailed on a manifest and also verify the amounts provided. Any discrepancies shall be immediately brought to a supervisor’s attention, who shall resolve the discrepancy immediately. Original copies of the manifest shall be maintained at the orders completion desk and copies shall be provided to the customer.

23 (e) Inventory

Staff will be trained to use the AgriSoft Point of Sale Inventory System located in the Monitoring Room. This will ensure that C-THREE meets the requirements set forth in the regulations.

The AgriSoft system consists of software used for tracking inventory and generating barcoded labels, adhesive label printers, and wireless barcode scanners. Using this system, staff will create and track the following types of inventory:

- **Supplies & Equipment** – all supplies such as nutrients, fertilizers, soil amendments, light bulbs, etc. in addition to equipment such as air conditioners, light ballasts, carbon filters, pruning shears, etc.
- **Living Medical Marijuana Plants** – all living medical marijuana within the facility

- **Bulk Items** – cured medical marijuana that has been securely stored in large containers prior being packaged for delivery to dispensaries
- **Batch Items** – prepackaged edible medication or other medical marijuana preparations such as tinctures that have been securely stored in larger containers by batch until being packaged for delivery.
- **Pre-Pack Retail Items** – individually packaged and labeled amounts of medical marijuana, edible medication, and other preparations that are ready to be delivered to dispensaries.
- **Transport Items** – opaque boxes used to deliver items ordered by client dispensaries.

The barcoded RFID labels affixed to all inventory items will be scanned each time an item changes location within the Cultivation Center. These labels will also be scanned as each item is gathered for transport to a client dispensary. The labels of transport items will be scanned as they leave the Cultivation Center for delivery and again before the transport package is handed over to personnel of the client dispensary.

23 (f) Record Keeping

All Books and Records shall be generated using the AgriSoft Point of Sale Inventory System within the Monitoring Room including sales invoices and delivery slips. Staff instruction on these policies and procedures is part of the inventory training.

The CHS will be instructed to back-up this information onto an external hard drive at regularly scheduled intervals. This hard drive will be stored in a secure location along with the required duplicate invoices and delivery slips.

Only the CHS, DHS, Ingestible Item Preparer, management, the Board, and the Police will have access to this information.

23 (g) Client Verification

C-THREE staff will take the following steps to verify that all products are only delivered to registered dispensaries in good standing with the Board.

- The company will regularly verify with the Department that the dispensary businesses are in good standing.
- Staff shall verify the registration number of the dispensary with the dispensary staff member placing the order.
- Upon delivery to the dispensary, the delivery provider shall verify the identity of the receiving dispensary staff member by checking there Board provided registration card, and collecting their signature.

These verification steps have also been included in the Transport/Delivery Policies and Procedures.

23 (h) Drug-Free Work Place

The cultivation facility is a Drug-free workplace. Further details are provided in the Staff Handbook and Security Manual.

23 (i) Opening & Closing Procedures

The Opening and Closing procedures listed below shall be followed by C-THREE staff to ensure that the Company remains in compliance with the requirements set forth by the Board in the Regulations.

Opening the Cultivation Center

1. Security personnel shall arrive thirty (30) minutes before the rest of the Cultivation Center staff to secure the premises.
2. Staff shall arrive at the Cultivation Center after sunrise in order to minimize the risk of criminal incidents.
3. All staff members shall enter the secure parking area immediately upon arrival.
4. Staff members shall enter the Cultivation Center and sign in for work using the computer at the security desk.
5. After gowning, staff shall complete the daily morning walk-through of the entire Cultivation Center. During this walk-through staff shall screen for any evidence of attempted intrusion and/or systems failure, while verifying the full inventory of living plants, stored marijuana, and ingestible items.
6. After the walk-through is complete staff shall record any pertinent notes in the daily operational log.

Closing the Cultivation Center

1. Staff shall complete a closing walk-through of the cultivation facility to visually verify that all systems are functioning properly.
2. The CHS and/or DHS shall save all data and log out of the computer work stations within the Monitoring Room. The Ingestible Item Preparer, if present shall verify that all kitchen equipment is turned off and that all ingestible items are securely stored.
3. The CHS, DHS, and Ingestible Item Preparer shall, after de-gowning, proceed to the main entrance, and sign out at the security desk. Security personnel shall verify that the premise is secure by using the digital surveillance system, door position indicators, and intrusion detection system.
4. Staff shall arm the alarm system and exit the Cultivation Center building within one minute.
5. Staff and security personnel shall proceed to vehicles and exit the premises in a timely manner.

23 (j) Diversion Prevention

The security policies and procedures developed by C-THREE have been specifically designed to keep Company property secure and accounted for at all times. Each staff member will be responsible for upholding the policies and procedures. These procedures will help prevent C-THREE products from being diverted into the black market.

24. Staff Responsibilities

- Be familiar with the Security Plan
- Complete the required initial and annual training
- Follow all security procedures
- Report any unusual activities or activities not allowed by policy or procedures including all breaches of security such as doors propped open, or missing inventory
- Wear your ID badge at all times
- Never allow someone to enter the facility behind you without their using their own security access device (key, card, code, etc.)
- Never share your keys, key-cards or passwords
- Never disable security systems
- Maintain computer and data security
- Participate in the annual vulnerability assessment when requested
- Safeguard your keys, key cards, passwords and other security codes or cards

Security Plan C-Three Production

Cultivation facility: 184 E. Aurora St. Waterbury, CT 06708

This Plan is divided into three sections; Security Alarm, Access Control System, and Surveillance System. Each section will list discussion on system as it pertains to specific law requirements.

Security Alarm:

Discussion:

- All entry points and windows covered by perimeter contacts and motion detectors. Honeywell wired contacts and wired motion detectors used. Interlogix Panic buttons used. Honeywell Vista 20P standard panel used with 6160RF Keypads. Capable of 48 hard wired zones.
- Alarm Monitoring will be completed by ABC Solutions. Alarm Maintenance will be sub-contracted by ABC Solutions except when a severe issue is discovered, or more focus is required for a recurring issue.
- Duress Code will be programmed and taught to staff. **Sec. 21a-408-62. (5)**
- Holdup Alarms will be mounted in vaults, at all point of sale locations, back offices, and multiple other hidden locations. **Sec. 21a-408-62. (7)**
- Panic alarm access will be available at all security keypads. **Sec. 21a-408-62. (6)**
- System will have an automatic voice dialer operating through a cellular communications device. It will also offer two-way voice communication directly through the keypads for direct communication to dispatch operator. All components of alarm will be on battery backup. 23hr run time. **Sec. 21a-408-62. (8), Sec. 21a-408-62. (12)**
- Security layout showing all Door Contacts, Motion Detectors, Keypads, Siren and Control Panel location(s) are attached (addendum 1).
- Contract also attached (addendum 2).
- BACKUP SECURITY COMPANY : Volcan Security www.volcansecurity.com Gary Bambara gbambara@volcansecurity.net **Sec. 21a-408-62. (12) (a)**
- **Below is a full system description of Security Alarm Components:**
 - *Section Includes*
 - Control Panel
 - Door Contacts
 - Motion Detectors
 - Keypads
 - Siren
 - Other Associated Equipment

- Related Sections
- Section 2 - Security Access Control
- Section 3 – Surveillance
- REFERENCES
- Underwriters Laboratories (UL):
- UL 365 – Police Station Connected Burglar Alarm Units and Systems
- UL 609 – Local Burglar Alarm Units and Systems
- UL 611 – Central Station Burglar-Alarm Units
- UL 636 – Holdup Alarm Units and Systems
- UL 684 – Local, Central Station, and Remote Station
- UL 1076 – Proprietary Burglar-Alarm Units and Systems
- UL 1610 – Central-Station Burglar-Alarm Units
- Federal Communications Commission (FCC):
- Code of Federal Regulations Title 47 - Part 15 – Radio Frequency Devices.
- Code of Federal Regulations Title 47 - Part 68 – Connection of Terminal Equipment to the Telephone Network.
- NFPA70 – National Electrical Code.
- SYSTEM DESCRIPTION
- The system shall be a Burglary System that includes the following capabilities:
- Listed for UL Commercial Fire and Burglary.
- Supports up to 48 zones.
- Supports up to two (2) separate partitions.
- Supports up to 47 users.
- Supports optional commercial wireless devices.
- Provides integrated security and access control.
- Provides supervision of peripheral devices.
- Supports up to 2 optional relay outputs.
- Supports long-range radio (LRR) communication.
- Provides scheduling capability to allow for automated operations.
- Supports up to six (6) alphanumeric paging devices.
- Supports alarm reporting via Internet.
- SUBMITTALS
- Submittals shall include manufacturer data sheets for all major system components.
- QUALITY ASSURANCE



- The alarm manufacturer shall be certified as being compliant with ISO9001.

○ PART 2 PRODUCTS

- SYSTEM PERFORMANCE
 - Control Panel - The control panel shall be a two (2)-partition, UL commercial fire and burglary control panel that supports up to 48 zones using basic hardwired, polling loop, and wireless zones. It shall also provide supervision of two (2) notification appliance output circuits (NAC), RF receivers, and relay modules. In addition, the control shall provide the ability to schedule time-driven events, and allow certain operations to be automated by pressing a single button. The system shall be capable of interfacing with an ECP long range radio (LRR) unit that can send Contact ID messages, and alphanumeric paging devices. **Sec. 21a-408-62. (1) (a)**
- Basic Hardwired Zones - The control shall provide eight (8) style-B hardwire zones with the following characteristics:
 - EOLR supervision (optional for zones 2-8): Shall support N.O. or N.C. sensors (EOLR supervision required for UL installations).
 - Zones/Points shall be individually assignable to either partition.
 - Supports up to one two-wire smoke detector.
 - Supports up to 2 two-wire latching glass break detectors on one selected zone.
 - Individually assignable to Notification Appliance (NAC) outputs and/or auxiliary relays.
- Optional Expansion Zones
 - Polling Loop Expansion – The control shall support up to 40 additional hardwire zones using a built-in two-wire polling (multiplex) loop interface. The polling loop shall provide power and data to remote point modules, and constantly monitor the status of all zones on the loop. Maximum current draw shall not exceed 128 mA. The polling loop zones shall have the following characteristics:
 - Interface with RPM (Remote Point Module) devices that provide Class B, Style Y (e.g., 4208U/4208SN) or a combination of Class B, Style Y, and Class A, Style Z (e.g., 4208SNF) zones.
 - Individually assignable to one of two (2) partitions.
 - Supervised by the control panel.
 - A 12,000 ft (3658 m) wire run capability without using shielded cable.
 - Each RPM (Remote Point Module) enclosure shall be tamper protected.
 - (Not Planned, But Available) Wireless Expansion – The control shall support up to 250 wireless zones using a 5800 series RF receiver (fewer if using hardwire and/or polling loop zones). Wireless zones shall have the following characteristics:
 - Supervised by control panel for check-in signals (except certain non-supervised transmitters).
 - Tamper-protection for supervised zones.
 - Individually assignable to one of two (2) partitions.
 - Individually assignable to bell outputs and/or auxiliary relays.
 - Support wireless devices listed for Commercial Burglary using the 5881ENHC RF Receiver.



- Partitions – The control shall provide the ability to operate two (2) separate areas, each functioning as if it had its own control. Partitioning features shall include:
 - A Common Lobby partition (1-2), which can be programmed to perform the following functions:
 - Arm automatically when the last partition that shares the common lobby is armed.
 - Disarm when the first partition that shares the common lobby is disarmed.
 - A Master partition (1), used strictly to assign keypads for the purpose of viewing the status of both partitions.
 - Assignable by zone.
 - Assignable by keypad/annunciator.
 - Assignable by relay to one or both (2) partitions.
 - Ability to display fire and/or burglary and panic and/or trouble conditions at all other partitions' keypads (selectable option).
 - Certain system options selectable by partition, such as entry/exit delay and subscriber account number.
- User Codes – The control shall accommodate 47 user codes, all of which can operate any or all partitions. Certain characteristics must be assigned to each user code, as follows:
 - Authority level (Master, Manager, or several other Operator levels). Each User Code (other than the installer code) shall be capable of being assigned the same or a different level of authority for each partition that it will operate.
 - Opening/Closing central station reporting option.
 - Specific partitions that the code can operate.
 - Global arming capability (ability to arm all partitions the code has access to in one command).
 - Use of an RF (button) to arm and disarm the system (RF key must first be enrolled into the system).
- Peripheral Devices – The control shall support up to 10 addressable ECP devices, which can be any combination of keypads, RF receivers, relay modules, annunciator modules, and interactive phone modules. Peripheral devices have the following characteristics:
 - Each device set to an individual address according to the device's instructions.
 - Each device enabled in system programming.
 - Each device's address shall be supervisable (via a programming option).
- Keypad/Annunciator – The control shall accommodate up to 16 keypads or six (6) touch-screen (i.e.; advanced user interface) keypads. The keypads shall be capable of the following:
 - Performing all system arming functions.
 - Being assigned to any partition.
 - Providing four programmable single-button function keys, which can be used for:
 - Panic Functions –activated by wired and wireless keypads; reported separately by partition.
 - Keypad Macros –32 keypad macro commands per system (each macro is a series of keypad commands). Assignable to the A, B, C, and D keys by partition.
- 09. Auxiliary Relay – A built-in Form C relay shall be provided. The relay contacts shall be rated at 28 VAC/VDC, 2.8 amps maximum. The relay shall support:
 - Alarm activation.
 - Trouble/supervisory activation.
 - Battery saving feature.
- 10. Keypads – The keypads used will be model 6160RF



11. Commercial Wireless Equipment – The Control shall be compatible with UL Listed Commercial Wireless Fire & Security equipment including:

- INTERLOGIX 3045W Panic Button **Sec. 21a-408-62. (6)**
- ADEMCO 7939WG Wired Surface Contact **Sec. 21a-408-62. (1)(b)**
- ADEMCO Aurora Wired PIR **Sec. 21a-408-62. (2)(c)**
- ADEMCO 4219 8-Zone Expansion Module
- 12. Optional Keyswitch – The control shall support the ADEMCO 4146 Keyswitch on any one of the system's 2 partitions. If used, zone 7 is no longer available as a protection zone.
- 13. Voltage Triggers – The system shall provide voltage triggers, which change state for different conditions. Used with LRR (Long Range Radio) equipment or other devices such as a remote keypad sounder, keyswitch ARMED and READY LEDs, or a printer to print the system's event log.
- 14. Event Log – The System shall maintain a log of different event types (enabled in programming). The event log shall provide the following characteristics:
 - Stores up to 1,000 events.
 - Viewable at the keypad or through the use of Compass software.
 - Printable on a serial printer using a 4100SM Module including zone alpha descriptors.
 - Stores Pass Point access control events.
 - Sends printed events to up to six alpha numeric pagers. **Sec. 21a-408-62. (9)**
- 15. Scheduling - Provides the following scheduling capabilities:
 - Open/close schedules (for control of arming/disarming and reporting).
 - Holiday schedules (allows different time windows for open/close schedules).
 - Timed events (for activation of relays, auto-bypassing and un-bypassing, auto-arming and disarming, etc.).
 - Access schedules (for limiting system access to users by time)
 - End User Output Programming Mode (provides 20 timers for relay control).
 - The system shall automatically adjust for daylight savings time.
- 16. Communication Features - Supports the following formats and features for the primary and secondary central station receivers:
 - Formats
 - ADEMCO Low Speed (Standard or Expanded).
 - SESCO/Radionics.
 - ADEMCO Express.
 - ADEMCO High Speed.
 - **ADEMCO Contact ID.**
 - Backup reporting – The system shall support backup reporting via the following:
 - Secondary phone number.
 - ECP long-range radio (LRR) interface.
 - Option to select long range radio (LRR) or dialup as the primary reporting method (dynamic signaling feature).
 - Internet reporting – The system shall be capable of communicating with the central station via the internet using Alarmnet-i. It shall provide the user with the ability to control the system via a browser interface (i.e., Chrome,



Firefox, and Internet Explorer). All packet data transmitted to the monitoring station shall be encrypted with a minimum of 1024 bits of encryption.

- 17. Audio Alarm Verification Option - Provides a programmable Audio Alarm Verification (AAV) option that can be used in conjunction with an output relay to permit voice dialog between an operator at the central station and a person at the premises.
 - 18. Cross-Zoning Capability - Helps prevent false alarms by preventing a zone from going into alarm unless its cross-zone is also faulted within 5 minutes.
 - 19. Pager Interface – The Control Panel shall be capable of sending event information to an alphanumeric pager via a pager interface device. **Sec. 21a-408-62. (9)**
 - 20. 24-Volt Power Supply – The Control Panel shall be compatible with a 24-Volt power supply module. The module shall supply two (2) 24 vdc, 3.4 amps, rectified, unfiltered outputs, which power:
 - Alarm notification appliances, including but not limited to sirens horns, bells and strobes.
 - Auxiliary devices capable of operating using full-wave rectified unfiltered voltage.
 - 21. Exit Error False Alarm Prevention Feature – The System shall be capable of differentiating between an actual alarm and an alarm caused by leaving an entry/exit door open. If not subsequently disarmed, the control panel shall:
 - Bypass the faulted E/E zone(s) and/or interior zones and arm the system.
 - Generate an Exit Error report by user and by zone so the central station knows it was an exit alarm and who caused it.
 - 22. Programming - The Control shall be capable of being programmed locally or remotely using the ADEMCO Compass Downloader and shall be capable of:
 - Uploading and downloading all programming information at 300 baud.
 - Uploading and displaying firmware revision levels from the control.
 - 23. Panel Linking - The Control shall be capable of being networked together with up to eight other controls and being operated by any keypad within the system. It shall provide the ability for users to:
 - Control multiple zones, partitions, and/or buildings from a central location.
 - Check status, arm and disarm any partition from any keypad in the system.
 - Globally arm or disarm partitions based upon user authority.
- The control panel shall be the ADEMCO VISTA-20P Commercial Burglary Partitioned Security System or equivalent.
 - ENCLOSURE
 - The Control Panel shall be enclosed in a metal cabinet, suitable for wall mounting. The dimensions shall not exceed 18 inches (45.7 cm) in height, 14.5 inches (36.8 cm) in width or 4.3 inches (10.9 cm) in depth.
 - ELECTRICAL POWER REQUIREMENTS
 - System Power – The Burglary Alarm System shall operate using standard 120 volts AC, 50/60 Hz power.
 - Control Primary Power – Transformer power shall be 18 VAC, 72VA.



- Backup Battery – A rechargeable 12 VDC, gel type, lead acid backup battery shall be provided. The battery shall be rated between 7 and 34-ampere hours (AH). **Sec. 21a-408-62. (12)**
- Alarm Power – Alarm power shall be 10 - 13.8 VDC, 1.7 amps for each bell output
- Auxiliary Standby Power – Standby power shall be 9.6 - 13.8 VDC, 1 amp maximum.
- Fusing – The battery input, auxiliary, and bell outputs shall be protected using PTC circuit breakers. All outputs shall be power limited.

- ENVIRONMENTAL CONDITIONS

- Environmental Conditions – The Fire and Burglary Alarm System shall be designed to meet the following environmental conditions.
- Storage Temperature – The system shall be designed for a storage temperature of -10° C to 70° C (14° F to 158° F).
- Operating Temperature - The system shall be designed for an operating temperature of 0° C to 50° C (32° F to 120° F).
- Humidity - The system shall be designed for normal operation in an 85% relative humidity environment.
- Electromagnetic Interference – The system shall meet or exceed the requirements of FCC Part 15, Class B devices, FCC Part 68, IEC EMC directive.

- PART 3 EXECUTION

- 3.01 EXAMINATION

- Submission of a proposal confirms that the Contract Documents and site conditions are accepted without qualifications unless exceptions are specifically noted.
- The site shall be visited on a regular basis to appraise ongoing progress of other trades and contracts, make allowances for all ongoing work, and coordinate the requirements of this contract in a timely manner.

- 3.02 INSTALLATION

- The System shall be installed and tested in accordance with the Manufacturer's Installation instructions. The following conditions are applicable:
 - In order to ensure a complete, functional System, for bidding purposes, where information is not available from the Owner upon request, the worst case condition shall be assumed.
 - Interfaces shall be coordinated with the Owner's representative, where appropriate.
 - All necessary backboxes, pullboxes, connectors, supports, conduit, cable, and wire shall be furnished and installed to provide a complete and reliable System installation. Exact location of all boxes, conduit, and wiring runs shall be presented to the Owner for approval in advance of any installation.
 - All conduit, cable, and wire shall be installed parallel and square with building lines, including raised floor areas. Conduit fill shall not exceed forty percent (40%). All wires shall be gathered and tied up to create an orderly installation.

- 3.03 TESTING AND CERTIFICATION



- The Contractor shall demonstrate the functionality of the System upon completion of installation, documenting the result of all tests and providing these results to the Owner. The System shall be tested in accordance with the following:
 - The Contractor shall conduct a complete inspection and test of all installed equipment. This includes testing and verifying connection to equipment of other Divisions.
 - The Contractor shall provide staff to test all devices and all operational features of the System for witness by the Owner's representative and the Authority having jurisdiction. The Contractor shall provide two-way radio communications to assist in the testing. All testing must be witnessed by the owner's representative, prior to acceptance.
 - The testing and certification shall take place as follows:
 - System shall be tested in conjunction with the manufacturer's representative.
 - All deficiencies noted in the above test shall be corrected.
 - Test results shall be submitted to the consultant or owner's representative.
 - System test witnessed by owner's representative and correction of any deficiencies noted.
 - The owner's representative shall accept the System.
 - System test shall be witnessed by the Authority having Jurisdiction, and any deficiencies that are noted shall be corrected.
- A letter of certification shall be provided to indicate that the tests have been performed and all devices are operational.

Physical Locks & Access Control:

Discussion:

- All exterior locks are to be Commercial Grade. HES Strikes will be used on all doors for access control.
- Keri-Systems will be used as the control module for the system.
- Dock door controls will be integrated into alarm system.
- Bio-metric readers will be used on all controlled doors.
- Safe-fail configurations will be used on all egress paths.
- All double doors will be core drilled for access strike to meet lock.
- All doors will track when they are opened, and who they are opened by.
- All doors include Safe-Fail technology and REX devices both electronic and mechanical.
- **Total Amperage needed from electrical system in building is 80Amps for all doors.**
- **Dual Redundant Battery Backup provided for 20hrs on each access control panel Sec. 21a-408-62. (12)**
- **Below is full system description of Access Control Components:**

Keri Systems Doors Specification

- System Architecture
- Operating Systems
 - The System shall function under Windows versions of:
 - Vista Enterprise
 - Vista Ultimate
 - Vista Business
 - XP Pro



- Windows 2003 Server
- Windows 7 X86, X64

- Computer Requirements **Sec. 21a-408-62. (12)(f)**
 - Any computer running operating systems listed in 1a above will be capable of running both the Client and Server Software. The computer shall have a standard 10/100 Ethernet Card.
- Network Requirements
 - The system shall be deployed on a network; it shall be based upon a TCP/IP 10/100 architecture.
- System Structure
 - The System shall consist of 3 sections
 - Server Software
 - The Server Software shall consist of the database, communications protocol to the access control hardware, communications protocol to the Thin Clients and a GUI for Server administration. Because of security concerns, the sole method for accessing the Server shall be the Thin Client. There shall be no browser access into the Server. The complete Software database shall reside solely on the PC housing the Server to take advantage of network backup tools. The complete Server Software and Database shall not reside solely on the access control hardware. The database shall be SQL compliant. There shall be no 3rd party license fees associated with the SQL database.
 - Thin Client Software
 - The Thin Client (defined here as the application/Client by which users interface to the system: it has no processing or database storage functionality) shall provide the sole means of controlling the access control hardware via the Server or making changes to the Server database or reporting on system activities. There shall be no browser interface to the system to minimize security risks. The thin Client may be installed either on the same PC as the Server Software or a different PC. The thin client shall be easily transportable on a 50-megabyte “thumb” drive or other transport device.
 - iii Access Control Hardware
 - The access control hardware shall have the capability to control and monitor all doors, exit devices, locking hardware, Readers and security detectors.

- 2. Hardware
- Scope of Control
 - There shall be several types of control devices
 - Controllers
 - The system shall consist of either 2 or 4 door Controllers, or a combination thereof. The Controllers will operate in a 'stand-alone' mode or within a network of other like Controllers. All decisions regarding the user access, alarms, and automatic timed functions are made at the Controller, independent of any computer. It shall also have RS-485 communication buses to provide additional system functionality via expansion boards or modules.
- Expansion Modules
 - There shall be modules that allow a Controller to expand the number of I/O points it can monitor and control. The number and type are described in the next section.



- Input Types and Number
 - Inputs shall be user definable to accept 2, 3 or 4 state supervision. The 4 Reader Controller shall be expandable to 24 inputs. The 2 Reader Controller shall be expandable up to 12 inputs. Inputs on the main Controller shall default to a standard door configuration but shall be reassign able to monitor devices such as (but not limited to) a Door Contact Switch, Request to Exit, Bond Sensor, PIR, Glass Break Detector or any other general purpose dry contact device.
- Tamper Input
 - All Controllers and Expansion Modules shall have dedicated tamper inputs.
- Output Types and Number
 - Outputs shall be 1.0 amp, (24VDC max.) dry circuit, single pole, double throw relay for application of power to an electric locking device, automatic gate, door operator, annunciator, shunting an alarm or other general purpose function triggered by a relay. The 4 Reader Controller shall be expandable up to 20 outputs. The 2 Reader Controller shall be expandable up to 10 outputs.
- Capacity
 - The limit on the number of doors shall be solely constrained by Ethernet and TCP/IP standards
- Communication
 - Communication to Server
 - All communication to the Server shall be via a TCP/IP 10/100 bus.
 - Communication between Controllers
 - Supported Network Type
 - The Controllers shall have Ethernet hardware and TCP/IP protocols embedded built in, without requiring additional boards or converters. All communications between Controllers shall be via a TCP/IP 10/100 bus. The Controllers shall operate on a true Peer-To-Peer protocol with each Controller being able to communicate directly to other Controllers and to the Server. There shall be no single point of failure within the Access Control hardware where communication or decision making is compromised. There shall be no master-slave architecture.
 - Response Time
 - On a dedicated TCP/IP network without other network traffic, the response time between inputs and outputs on different Controllers shall not exceed 1 second communication between other Controllers and the Server. **Sec. 21a-408-62. (12)(f)**
 - Communication to Expansion Modules
 - Supported Network Type
 - All communication between a host Controller and its Expansion modules shall be via a supervised, encrypted, 9 bit RS-485 bus.
 - The Expansion modules can be placed up to 1,000 feet away from the Controller.
 - Capacity
 - Different module types can be located on a single RS-485 bus.
 - Response Time
 - The response time when linking inputs and outputs within any specific Controller shall not exceed 1 second.
- Reader Interface
 - Reader Types and Formats
 - The Controller will directly support a high security 64 Bit Encrypted format



that also provides for Reader supervision. It will also support via a Reader Interface Module, the following Reader types or formats:

- Up to 64 bit Wiegand
- Magnetic Stripe
- Bar Code
- Keypad
- Biometric
- Electronic Discharge or Touch Memory Devices
- Keri Systems MS Series Reader

○ Wiegand interface Reader devices must output data per the Security Industry Association's (SIA) Wiegand Reader Interface Standard (SIA document number AC-01D-96).

○ Mounting Options

- The Reader Interface Board will mount on any Controller or optionally on any Expansion Module to maximize wiring flexibility and decrease cost.

○ Memory

○ Memory Type

- The Controller's memory shall be non-volatile (supported by a lithium battery) with an expected life of 5 years. The Controller will send a notification to the Server Software when the lithium battery power approaches a state where it can no longer back up the memory.

○ Cardholders

- The Controllers must have the capacity to store up to 50,000 individual Credentials/PINs.

○ Events

- The Controller shall store up to 10,000 events should communication fail between it and the Server. The system will automatically send events to the Server during normal communication. The Controller shall be configurable such that only events designated by a system administrator are stored. Should the event buffer become full, each Controller will delete events only as needed on a first in, first out basis. Each Controller's memory shall operate independently of all other Controllers. **Sec. 21a-408-61.**

(5)(6)(7)(8).

○ Surge Protection

○ Power Protection

- The Controller and Expansion modules shall be protected by a self-resetting, thermal fuse as well as diode protection. The Reader shall have reverse voltage diode protection. **Sec. 21a-408-61. (5)(6)(7)(8).**

○ Network Protection

- The RS-485 network shall be protected by diodes and gas discharge tubes on all communication ports. **Sec. 21a-408-61. (5)(6)(7)(8).**

○ Input Protection

All inputs shall be protected against power surges by diodes. **Sec. 21a-408-61. (5)(6)(7)(8).**

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○ Output Protection

- All outputs shall be protected against power surges by MOVs and resistor snubber circuits. **Sec. 21a-408-61. (5)(6)(7)(8).**

○ Power Requirements

○ Main Controller

- The main Controller shall be powered from 12VDC and draw no more than 650mA at 12VDC when all outputs LEDs and communication buses are fully active.
- Expansion Board
 - The 4 input/4 output Expansion board shall normally draw its power from the main Controller at 12 VDC and shall draw no more than 120 mA when all outputs LEDs and communication buses are fully active. It can optionally be powered locally.
- Readers
 - The primary Reader types' current draw shall not exceed 250 mA at 12VDC and shall be powered from the Controller. They can optionally be powered locally.
- Indicators
 - Communication Buses
 - There shall be LED indicators for RS-485 network activity
 - All TCP/IP networking lines shall have LEDs to indicate network speed and activity (10 or 100 mb),
 - There shall be a power fault LED for over voltage and backwards voltage.
 - There shall be a reset LED to indicate when the Controller memory is
 - cleared.
 - All relays shall have status LEDs indicating their programmed logical
 - status.
- Operating Temperature
 - The operating temperature range of the Controller shall be no less than -40° F to 140° F (-40° C to 60° C) at 0% to 90% Relative Humidity, noncondensing.
- Connections
 - Power, I/O and RS-485 Connections
 - These shall be made via quick disconnect connectors. TCP/IP connections shall be made with an RJ-45 connector or optionally with the quick disconnect connector also provided on the Controller.
 - Earth Ground
 - A ground lug shall be provided for earth ground that meets all appropriate UL specifications for security and control equipment. **Sec. 21a-408-61. (5)(6)(7)(8).**
- Mechanical Spec.
 - Main Controller
 - The maximum dimensions for the Controller within the enclosure shall be 13.125 inches high by 10.625 inches wide by 3.06 inches deep (33.34 cm high x 26.99 cm wide x 7.77 cm deep), with “knock-outs” to accept both USA and metric conduit. The enclosure shall be metal and equipped with a locking mechanism. The enclosure shall have provisions for an optional tamper switch assembly. Closure will support 4 controllers with specifications of 15.75 inches tall by 17.50 inches wide by 6.625 inches deep. 40.00 cm by 44.45 cm by 16.83 cm Weight 13.6 lbs / 6.17 kgs – Enclosure only. Up to 25 lbs (11 kgs) for a fully loaded enclosure. Knockouts, 14 at 0.688 inches (1.75 cm) – 4 each top and bottom, 3 each left and right sides, 4 at 0.880 inches (2.24 cm) – 2 each top and bottom.
 - Expansion Board
 - The maximum dimensions for the Expansion Board within the enclosure shall be 9.50 inches high by 8.00 inches wide by 4.00 inches deep (24.13 cm high x 20.32 cm wide x 10.16 cm deep), with “knock-outs” to accept both USA and metric conduit. The enclosure shall be metal and equipped with a locking mechanism. The enclosure shall have provisions for an

optional tamper switch assembly.

- 3. Reader Types
 - The primary type of Reader shall be a high security Biometric Reader. The Biometric Reader shall read a unique fingerprint id from each person when the finger is presented to the surface of the Reader.
 - General Reader Characteristics
 - All Proximity Readers shall be of a weatherproof, potted, rugged design.
 - Operating Temperature
 - The operating temperature of all Readers shall be at least -14F to +122F (-14°C to 50°C).
 - Encryption, Security and Supervision
 - Accidental or intentional transmission of radio frequency signals into the Reader shall not compromise the security of the access control system. The Readers shall read encrypted Proximity Cards. The Reader shall be supervised by the Controller with a regular “heartbeat” capable of responding within 1 second if the Reader goes offline. **Sec. 21a-408-61. (5)(6)(7)(8).**
 - Connections
 - The interface to the Controller will be on the supervised, encrypted, 9 bit RS-485 bus and shall require only a 4 conductor cable for all Reader functionality including dual color LED control and beeper control.
 - Reader Function
 - When connected to the Controller, presentation of a card or tag will produce an audible beep from the Reader and will change the color of the Reader LED.
 - An Amber LED shall indicate power is on and the Reader is in its ready state.
 - A Green LED shall indicate access is granted.
 - A Red LED shall indicate access is denied.
 - Primary Reader Styles
- Mullion Reader
 - Size
 - A doorframe Reader (mullion Reader) that can be mounted directly on a standard metal mullion doorframe. The dimensions of the Reader shall be 3.75 inches high by 1.60 inches wide by 0.625 inches deep (9.5 cm high x 4.1 cm wide x 1.6 cm deep).
 - Power
 - The Reader shall be powered directly from the Controller and shall not exceed 120mA. The Reader may optionally be powered
 - independently from the controller.
 - Read Range
 - The read range using a standard Proximity Card shall be up to 4 inches (10 cm).
 - Indicators
 - The Reader shall provide a multi-color LED and a sound alert for status annunciation.
 - Bio-Script Finger-Print Reader J-Series **Sec. 21a-408-61. (5)(6)(7)(8).**
 - Size
 - A single gang mount, wall switch Reader that can be mounted onto a metal or plastic electrical junction box or on a non-metallic flat surface. The dimensions of the Reader shall be 5.0 inches high by 3.15 inches wide by 2.4 inches deep (127 mm high x 80 mm wide x 61.5 mm deep).
 - Power



- The Reader shall be powered directly from the Controller and shall not exceed 250mA. The Reader may optionally be powered independently from the controller, or by Power Over Ethernet.
- Read Range of Dual
 - The read range using a standard Proximity Card shall be up to 5 inches (12.5 cm).
- Indicators
 - The Reader shall provide a multi-color LED and a sound alert for status annunciation.
- Wall Switch Reader
 - Size
 - A single gang mount, wall switch Reader that can be mounted onto a metal or plastic USA electrical junction box or on a nonmetallic flat surface. The dimensions of the Reader shall be 4.18 inches high by 2.95 inches wide by 0.625 inches deep (10.6 cm high x 7.5 cm wide x 1.6 cm deep).
 - Power
 - The Reader shall be powered directly from the Controller and shall not exceed 120mA. The Reader may optionally be powered independently from the controller.
 - Read Range
 - The read range using a standard Proximity Card shall be up to 5 inches (12.5 cm).
 - Indicators
 - The Reader shall provide a multi-color LED and a sound alert for status annunciation.
- Other Reader Types
 - As needed, the system shall also have the capability of accepting inputs from Readers such as Biometric Readers, Vehicle Readers, other Proximity devices, Swipe, Optical or Contact Readers as described in Section 2.d.

4. Cards and Tags

The system will have the option of using any of the following Proximity Credentials.

- Cards and Tags shall be uniquely encoded and not sensitive to facility code matching or other limiting factors. Several Card/Tag options shall be available, including a standard “clamshell” Proximity Card in the shape of a credit Card and shall fit comfortably in a wallet, pocket, or purse. The manufacturer guarantees there will be no functioning duplicate cards or tags in existence.
- Clamshell Card
 - The color shall be white with the encoded number and a date code printed on its surface.
 - The dimensions shall be 3.38 inches long by 2.13 inches wide by 0.065 inches thick (8.6 cm H x 5.4 cm W x 178 mm D).
- ISO Card
 - The Card shall be capable of accepting a direct print of photo and other graphics from a dye-sublimation printer.
 - The dimension shall be 3.38” x 2.13” wide x 0.031” thick (86 mm x 54 mm x 0.08mm).
 - The color shall be white with the encoded number and a date code printed on its surface.
 - The Card shall be optionally available with a standard high coercively three track magnetic stripe.
- Key Tag



- A standard Proximity Key Tag shall be in the shape of a teardrop. It will have an eyelet, allowing the Tag to be attached to a key ring.
- The dimensions shall be 1.57 inches long by 0.98 inches wide (at its widest area) by 0.157 inches thick (40 mm H x 25 mm W x 4 mm D).
- The color shall be light gray with the encoded number and a date code printed on its surface.
- 5. Software
 - Configuration
 - All configuration, programming, and monitoring of the access control system must be done through a Thin Client Software program that makes these tasks easy to perform and is supported by an optional two hour on-line training course.
 - For security purposes, no browser-based software configuration shall be acceptable.
 - Features
- The Software shall be a Client/Server architecture with no browser access into the system to minimize security concerns.
- Multiple Operators shall have the ability to concurrently connect to the access control Server.
- The system shall have the ability to be divided into an unlimited number of sites up to the number of readers in the system.
- The system will allow system operators to be assigned different privilege levels at different sites.
- The system will allow the user to create an unlimited number of user definable fields in the cardholder record.
- The system will allow for different daylight savings time schedules based upon a Controller's location.
- All relay points must be optionally programmable to either follow the state of an associated input point, to be latched to a state based on an input point or formed a specific time period after being triggered by an input state.
- The operation of all Form C, output relay points must be assignable to time zones, such that the output relay points can have time periods when they are active/operational, and time periods when they are inactive/idle.
- All input monitoring points must be linkable to output relay points, allowing input events to initiate output relay responses.
- For each Controller and its associated I/O Expansion Boards, all input monitoring points and output relay points on that Controller must be able to be used in multiple links on that Controller, allowing any combination of Controller inputs to trigger any combination of Controller outputs.
- An unlimited number of access groups (combinations of access/egress points and time zones) shall be available for creation and assignment of Cardholders access privileges.
- Cardholders can be assigned to an unlimited number of access groups.
- The Software shall contain a utility to automatically store archived event data in weekly, monthly or yearly files.
- The Software shall have the ability to optionally configure up to three, separately configurable, event monitoring windows, with each window capable of displaying operator-selectable event information.
- It shall have the ability to automatically unlock and relock specific doors at specified times of the day and day of the week, with user-defined overrides on user defined dates.
- It shall have the ability to implement a "First Person In" feature such that an auto-unlock schedule is not activated until an authorized person has

entered the premises. This feature should allow early entrance in fifteen minute increments up to one hour in advance of the specified unlock time.

- The Software shall have the ability to disable the reporting of specified events that do not need to be tracked, to save event storage space on the Controller.
- The Software shall have the ability to poll the access control network and
 - retrieve network hardware status information that the program uses to automatically setup and configure itself without manual data entry.
- It shall allow the assignment of future activation and expiration dates and times to individual Cardholders, which are stored at the Controller level. The operator shall be able to set the time frame for activation or deactivation in 1 minute increments.
- It will allow multiple Access Groups per Card user.
- The Software will allow multiple Credentials per user.
- Controllers may be assigned to local geographic time zones so the system can accurately report local times for events.
- The system will allow the customer to design various action sequences using the Controller's inputs and outputs to allow for user defined needs.
- The system shall allow manual or automatic assigning of static Ethernet addresses.
- The system shall be capable of accepting future activation or expiration dates for users. The system operator shall have the capability to enroll such time periods down to the minute on any calendar day. These dates shall be kept in the Controller rather than downloaded from the PC.
- The Software shall automatically find and configure in its database all Controllers, Expansion boards, Interface boards and Readers attached to the system.
- The Software will automatically assign Static IP addresses to the Controllers based on starting IP address provided to the Software.
 - Capacities
- There shall be an unlimited number of operators capable of configuring, monitoring, and operating the system.
- The Software shall have the ability to manage up to 64 distinct time zones with each time zone subdivided into the 7 days of the week divided into 4 start/stop time intervals and 6 holiday schedules.
 - Reporting
 - The Software shall have a library of pre-defined, commonly used reports, and will also allow for the use of 3rd party reporting tools for user-generated custom reports.
- 6. Warranties
 - The product warranty to the user warrants the equipment to be free from defects in material and workmanship for the following time period from the date of purchase.
 - A two-year no questions asked warranty for the Controller and Expansion and Reader Interface Modules. **Sec. 21a-408-61. (5)(6)(7)(8).**
 - A limited lifetime warranty for the Mullion, Euro and Wall Switch Readers.
 - A limited lifetime warranty for standard "Clamshell" Proximity Cards and Key Tags.
 - A one-year warranty for the ISO Card.

Video Surveillance:

Discussion:

- Equipment secured in security room office.
 - Door protected by biometric lock, and digitally supervised 24hr a day. **Sec. 21a-408-62. (12)**
 - Video Cameras monitor all places where marijuana exists; facility has cameras focused at all approved safes, approved vaults, dispensing areas, marijuana sales areas and any other area where marijuana is being produced, harvested, manufactured, stored or handled. At entry and exit points, 1280 x 800 (HDTV720P)(1.6MP) Cameras exist so as to allow for the capture of clear and certain identification of any person entering or exiting the facility. **Sec. 21a-408-62. (3)**
 - Multiple cameras in vault rooms. Room light should be on during any occupancy. Special provisions planned to tie motion detector into switch. **Sec. 21a-408-62. (3)**
 - NVR Space provisions below clearly identify the ability to capture 24hrs of video for over 30 days with 56TB Total storage per NVR. **Sec. 21a-408-62. (4), Sec. 21a-408-62. (3)**
 - Authorized employee list attached to this security plan (addendum 3). **Sec. 21a-408-62. (12)(d)**
 - DVR/NVR log attached including surveillance equipment maintenance activity including the identity of the individual(s) performing the service, the service date and time and the reason for service to the surveillance system (addendum 4). **Sec. 21a-408-62. (12)(g)**
- NVR, Monitor, and Color printer on-site.
- Digital still printing at 9600dpi via Canon laser printer. **Sec. 21a-408-62. (10)**
- Failure notification is a three part system. **Sec. 21a-408-62. (9)**
 - The battery backup is designed to report power failures via email and web. **Sec. 21a-408-62. (9)**
 - The NVR has an email notification system in place for loss of video (camera failure), Video blind (camera painted or covered), hard drive failure, fan cooling issues, or any power cycles completed. **Sec. 21a-408-62. (9)**
 - The network and also has a failure notification system tied to each outlet. **Sec. 21a-408-62. (9)**
 - Monthly status updates also email on surveillance system health. **Sec. 21a-408-62. (12)(g)**

All systems report back to internal company representatives as well as ABC Solutions Monitoring. Most problems will be resolved remotely before anyone knows it to be an issue. **Sec. 21a-408-62. (12)(g) Sec. 21a-408-61. (5)(6)(7)(8).**

- There are multiple Battery Backups. The Battery Backup at the main system is an extended run Tripp-Lite 3000 series unit capable of just over one hour of battery backup with a 2830 Watt load (7 Watts more than system will produce). The same unit is at the satellite panel location with one less battery; same backup time. **Sec. 21a-408-62. (12)**
- Unit is network monitored and controlled with full alerts via email on power loss. **Sec. 21a-408-62. (9)**
- Camera Technology **Sec. 21a-408-62. (3)**
 - All Cameras Record at a minimum of 800X600, and range up to 2592 x 1944 (HDTV720P)(5 MP).
 - Axis M3007-V / -V/P 5MP Cameras have a viewing angle of 360 degrees or wall setting at 187 degrees. They are highly capable 2592 x 1944 (HDTV1080P)(5MP) instant ptz and coverage area of 7000 sq/ft.



These are used in areas where trimming, curing, drying, or packaging occurs. Also used in long hall entering production rooms. **Sec. 21a-408-62. (3)**

- Axis M3005-V are 1920 x 1080 (HDTV1080P)(2MP) Cameras Used as dedicated point of sale monitoring. **Sec. 21a-408-62. (3)**
- Axis 214PTZ 704x576 Resolution Pan, Tilt, and 36X Optical Zoom. These cameras are used in areas where trimming, curing, drying, or packaging. Also used at long hall entering production rooms.
- Axis P3353-V 800X600 Resolution. These offer a small footprint and have a view angle of 105 degrees making them ideal for corner applications to allow wall to wall coverage.
- Axis M1114-E 1280X800 720P Resolution cameras designed for outdoor applications on the property. They boast high dynamic range and light finding technology to operate in almost any light conditions. Outdoor IP66 Rated. **Sec. 21a-408-62. (3)**
- NVR is set to 24hr record for a period of over 30 days. **Sec. 21a-408-62. (4)**
- Hard Drive storage is a two part system to accomplish required capacity.
 - The Nuuo NVR has 32TB of storage.
 - For each Nuuo NVR there is also a Lenovo EMC NAS Network Storage device with an addition 24TB of storage space.
 - System capable of recording over 30 days with 64 cameras per NVR. This allows one or two camera upgrades before further hard drives are needed assuming the cameras are 1MP or lower. **Sec. 21a-408-62. (4)**
- Date and time stamp set over each camera feed. **Sec. 21a-408-62. (11)**
- Below is a Full Layout of Cameras and NVR Specifics.

NVR 1

NUUO Project Design

Function

Display : enable

Motion Record :
disable

Smart Guard : enable

Remote Viewer :
enable

Audio Record : disable

Edge Motion : disable

Camera List

Type	Camera Model	Chanel	Resolution	Frame Rate	Video Format	Quality	Scenario (Complexity)	Hours per day	Days	Bandwidth	Disk Space
IP	3007	12	5M (2560x1920)	25	H.264	High	Road	24	30	79.69 Mbps	25820 GB
IP	1114	7	1M (1280x720)	25	H.264	High	Road	24	30	9.81 Mbps	3178 GB
IP	3353	45	1M (1280x720)	25	H.264	High	Road	24	30	63.05 Mbps	20427 GB

Recommendation Storage and Network



- **Minimum Bandwidth** 152.55 Mbps
- **HDD Throughputs** 152.55 Mbps
- **Disk Size** 49.425 TB

Titan NVR Based

- **Titan NVR** Server1. NT-4040/NT-4040R/NT-8040R(Recommend)/NT-8040RP(Recommend) + NT-TITAN-UP 60 x 1

NVR 2

NUUO Project Design

Function
 Display : enable Motion Record : enable Smart Guard : enable Remote Viewer : enable Audio Record : disable Edge Motion : enable

Camera List

Type	Camera Model	Chanel	Resolution	Frame Rate	Video Format	Quality	Scenario (Complexity)	Hours per day	Days	Bandwidth	Disk Space
IP	3007	14	5M (2560x1920)	25	H.264	High	Road	24	30	92.97 Mbps	30123 GB
IP	214	4	1M (1280x720)	25	H.264	High	Road	24	30	5.6 Mbps	1816 GB
IP	1114	7	1M (1280x720)	25	H.264	High	Road	24	30	9.81 Mbps	3178 GB
IP	31	31	1M (1280x720)	25	H.264	High	Road	24	30	43.43 Mbps	14072 GB

Recommendation Storage and Network

- **Minimum Bandwidth** 151.81 Mbps
- **HDD Throughputs** 151.81 Mbps
- **Disk Size** 49.189 TB

Titan NVR Based

- **Titan NVR** Server1. NT-4040/NT-4040R/NT-8040R(Recommend)/NT-8040RP(Recommend) + NT-TITAN-UP 36 x 1 + NT-TITAN-UP 16 x 1

Tower System Layouts and power requirements.

Rack Space Units	Watts	Device	Secondary Rack		
2	400	NVR	1	390	S24P
2	400	NVR	1	390	S24P
1	55	P36	1	390	S24P
1	390	S24P			
1	390	S24P	1	24 port	patch panel
1	390	S24P	2	48 port	patch panel
1	63	R10	2	Power	backup main
1	150	S24P8	3	Batt	
8	120	Monitor	1	Power	Control
8	120	Monitor			
1	15	Modem	12u total		
			1170 total watts		
1	24 port	patch panel			
1	24 port	patch panel			
2	48 port	patch panel			
2	Power	backup main			
3	Batt				
3	Batt				
37u total					
2373 total watts					



(Addendum 1)

Security Layout



(Addendum 2) Alarm Contract

ABC Solutions

(720)515-3055 – info@abcsimplesecurity.com
3479 S. Grape St.
Denver, CO 80222

INSTALLATION AND MONITORING AGREEMENT

Table with 3 columns: Customer, Phone, Date, Street, Job Name, City, State and Zip Code, Job Location.

Description of Equipment and Services: Honeywell Completely Wired Alarm

INSTALLATION AND MONITORING AGREEMENT TERMS AND CONDITIONS

This is an Agreement between You and "ABC Solutions LLC". ("ABC Solutions"), for the purpose of providing security system installation and/or monitoring services at the Job Location identified above (the "Premises").

- 1. TERM: You agree to a minimum service period of Thirty-Six (36) months (the "initial term").
2. LIMITATION OF LIABILITY: It is understood and agreed that ABC Solutions, its dealers, agents, installers, their successors and assigns are not insurers; that insurance, if any, shall be obtained by you; that the fees and charges are based solely on the value of our service and are unrelated to the value of your property or the property of others located on the premises.
a) The uncertain amount or value of your property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or other wise affected by occurrences which the system or service is designed to detect or avert;
b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
c) The inability to ascertain what portion, if any, of loss would be proximately caused by our failure to perform or by the failure of our equipment to properly operate; or
d) The nature or the service to be performed by Company, its dealers, employees, agents, installers, their successors and assigns.

You understand and agree that if ABC Solutions LLC, its dealers, employees, agents, installers, their successors and assigns should be found liable for personal injury or property loss or damage from our failure to perform any of our obligations herein, including but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, the liability of ABC Solutions LLC, its dealers, agents, installers, their successors and assigns shall be limited to a sum of Two Hundred Fifty (\$250.00) Dollars or equal to the total of six (6) monthly payments whichever is greater, and this liability shall be exclusive.

The Terms and Conditions contained below this agreement are incorporated into and made part of this Agreement.

Table with 2 columns: Description of charge, Amount.



Your signature below indicates that you read and understand the terms and conditions and such signature will create a binding contract subject to those terms and conditions. The equipment and locations of the equipment represented herein are subject to change if deemed necessary to complete a proper installation. These alterations are at the discretion of the installation technician. This Agreement shall become valid only when endorsed by an Official Company Representative.

Commercial Consumer Right to Cancel – Once agreement is signed, you as a Commercial Consumer will have 3 Business Days to Cancel from the signing of this agreement.

One time activation fee of \$29.99 also Applies to Alarms.	Official Company Representative	Date
<p style="text-align: center;">_____</p>		
Customer		Date
<p style="text-align: center;">_____</p>		

INSTALLATION AND MONITORING AGREEMENT TERMS AND CONDITIONS (Continued)

- INSTALLATION CHARGE:** You agree to pay ABC Solutions LLC 50% of the Installation Charge upon the signing of this Agreement and the Balance Due upon the completion of installation.
- FEES AND CHARGES:** All fees and charges are payable in advance. Accounts more than thirty (30) days past due will be charged a late fee of 1-1/2% per month or the maximum rate permitted by law, whichever is less. ABC Solutions LLC shall have the right to increase the service charge provided herein, upon written notice to You, at any time or times after the date of service is operative under this Agreement. You agree to notify ABC Solutions LLC of any objection to such increase in writing within twenty (20) days after the date of notice of increase, failing which it shall be conclusively presumed that You agreed to such increase. In the event You object to such increase, ABC Solutions LLC may elect to (i) continue this Agreement under the terms and conditions in effect immediately prior to such increase, or (ii) terminate the Agreement upon fifteen (15) days advance notice to You. In addition to these charges, you agree to pay (a) any false alarm assessments, taxes, fees or charges imposed by any government body relating to the equipment or services provided under this Agreement; (b) any increase in charges to ABC Solutions LLC for the facilities needed to transmit signals under this Agreement; and (c) any service charge in the event we send a representative to your Premises in response to a service call or alarm signals where you have not followed proper operating instructions, failed to close or properly secure a window, door or other protected point, or improperly adjusted CCTV camera, monitors or accessory components.
- INSTALLATION:** ABC Solutions LLC agrees to install the equipment listed on the front part of this Agreement in a workmanlike manner, and you agree to (a) make the Premises available without interruption during our normal business hours, 7:00 a.m. to 5:30 p.m., Monday through Friday (excluding holidays); (b) provide 110 AC with proper amperage as designated by ABC Solutions; electrical outlets at designated locations for equipment using AC power; and (c) provides for lifting and replacing of carpeting, if required for installation of wiring. You understand and agree that installation will require drilling into various parts of the premises. ABC Solutions LLC intends generally to conceal wiring in the finished areas of the premises, however, there may be areas where ABC Solutions LLC determines, in its sole discretion, that it would be impractical to conceal the wiring due to construction, decoration or furnishing of the Premises and in such cases, wiring would be exposed. ABC Solutions LLC will not be liable for any delay in installation of the equipment, nor for interruption of the service due to strikes, floods, fires, acts of God, interruption or delay of telephone services or other causes beyond our control.
- CONNECTION TO CUSTOMER-OWNED EQUIPMENT:** We assume no responsibility whatsoever for the maintenance, operation or nonoperation, actuation or no actuation, of your existing equipment. We reserve the right to terminate service under this Agreement in the event that your existing equipment is not in good operating condition and ABC Solutions LLC will not be liable for any damages or penalties as a result of termination under those circumstances.
- TELEPHONE LINES:** You agree to pay all charges from any telephone ABC Solutions LLC or other utility for installation, leasing and service charges of telephone lines connecting the protected Premises to our central station. You acknowledge that the signals from the alarm system are transmitted over your regular telephone service to our central station, and in the event your telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from the alarm system will not be received in our central station during any such interruption in telephone service and the interruption will not be known to us. You further acknowledge and agree that signals which are transmitted over telephone ABC Solutions LLC lines are wholly beyond the control and jurisdiction of ABC Solutions LLC and are maintained and service by the applicable telephone ABC Solutions LLC or utility. Also, you recognize that local providers of telephone services may add, delete, or change area code prefix number and that doing so may require some corrective activity by ABC Solutions LLC to assure accurate and timely processing of alarm signals from the premises. ABC Solutions LLC may, therefore, at its discretion, charge you and you agree to pay a one-time fee equal to the current one (1) hour service call charge for corrective action necessitated by such area code changes, among which may include file reviews, database corrections and computer bases changes.
- RADIO INTERFACE:** If connection to our central station is to be by any radio frequency method, such as cellular or private radio, then you understand that due to the very nature of radio waves, there may be times when the system is unable to secure, maintain or retransmit an alarm signal. Such occurrence shall not be constructed as malfunction of the system and, accordingly, it shall not excuse any of your obligations as set forth in this Agreement.
- MONITORING SERVICES:** ABC Solutions LLC agrees to provide the following monitoring services to you when ABC Solutions LLC receives an emergency signal from the alarm system, we will make every reasonable effort to telephone the authorities and/or one of the persons on the emergency contact list supplied by you. You understand and agree that effective monitoring of signals requires your cooperation, and you agree to (a) regularly test the system and notify us if you find anything wrong; (b) avoid doing anything which might cause false alarms; and (c) keep the emergency contact list updated by notifying ABC Solutions LLC in writing of any changes. You represent and warrant to ABC Solutions LLC that you (a) have requested the equipment and/or services under this Agreement for your own use and not for any third party; (b) own the Premises where the equipment and/or service is provided or that you have the authority to engage ABC Solutions LLC to perform this work; and (c) will comply with all laws, codes and regulations pertaining to the equipment and/or services provided under this Agreement.



LIMITED WARRANTY: Any part of the system (including the wiring) which is found defective in material or workmanship within ninety (90) days of the date we complete installation will be repaired or replaced at our option with a new or functionally operative part free of charge during such ninety (90) day period. This warranty is given only to the original purchaser of the system and can only be enforced by that person. We will provide warranty service only during our normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. This limited warranty does not cover damage or inoperability caused by (a) accidents, acts of God, alterations, misuse, tampering or abuse; (b) your failure to properly close or secure a door, window, or other protected point; (c) your failure to properly follow operating instructions which we provide; (d) trouble in leased telephone line; (e) trouble due to interruption of commercial power; (f) security screens or exterior mounted devices; (g) repair and maintenance of wiring due to normal wear and tear; and (h) extraordinary repair and maintenance due to alteration in the premises, alterations of the system made at your request, or necessitated by changes in the premises, damage to the Premises or to any cause beyond the reasonable control of ABC Solutions LLC. If we respond to a warranty service call and find that one of these conditions has led to the damage or inoperability of the system, you will be charged for our work at our then prevailing rates.

DISCLAIMER: ABC SOLUTIONS LLC DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM WILL PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. YOU ACKNOWLEDGE AND AGREE THAT ABC SOLUTIONS LLC HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT AND ABC SOLUTIONS LLC EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY AFFIRMATION, ACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY AND THAT THERE ARE NO WARRANTIES, EXCEPT AS PROVIDED FOR ABOVE.

8. **THIRD PARTY INDEMNIFICATION:** In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against ABC Solutions LLC for any reason relating to our duties and obligations pursuant to this Agreement, including but not limited to the design, maintenance, operation, or non-operation of the alarm-system, you agree to indemnify, defend and hold ABC Solutions LLC, its dealers, agents, installers, their successors and assigns harmless from any and all lawsuits, including the payment of all damages, expenses, costs and attorneys' fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of ABC Solutions LLC, its dealers, installers, agents, servants, assigns or employees. This Agreement by you to indemnify us against third party claims as herein above set forth shall not apply to losses, damages, expenses, and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses, and liability occur solely while an employee of ABC Solutions LLC is on your Premises in accordance with this Agreement and which losses, damages and liability are solely and directly caused by the act or omission of that employee.
9. **DEFAULT:** If you fail to make any payment owed to us when due or if you violate any of the terms of this Agreement, ABC Solutions LLC has the right to (a) repossess the equipment without notice and without any other obligation or liability to you; (b) charge interest on any unpaid amount at the highest rate permitted by law; and (c) accelerate one hundred percent (100%) of the entire amount payable for the remainder of the current term. These rights are in addition to any other legal rights available to ABC Solutions LLC. If we refer your account to an attorney or agency for collection, you agree to pay our actual collection costs including court costs and attorneys' fees.
10. **CANCELLATION OR SUSPENSION:** This Agreement may be suspended or cancelled, at our option and without notice or liability, in the event the system or the Premises or the central station is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event ABC Solutions LLC is unable to provide service as the result of action by any government agency or upon the occurrence of any of the following: (a) Your failure to make payments when due; (b) abuse of system; (c) initiation of any bankruptcy, reorganization, assignment for the benefit of creditors, or like proceeding by or against You; (d) excessive false alarms caused by You. At the expiration or termination of this Agreement, or if you are in default as described herein, you authorize ABC Solutions LLC to enter the Premises and remove all equipment, without notice and without liability. You agree that you will not damage, encumber, tamper with or dispose of any portion of the system, or have the system repaired by anyone but ABC Solutions LLC. In the event of any loss or damage to any part of the system you agree to pay us the reasonable value for the repair or replacement of that part of the system. You understand and further agree that the removal of equipment pursuant to this Section is not the removal of a fixture on the Premises as to that equipment.
11. **CHANGES AND ASSIGNMENT:** You acknowledge that the sale or transfer of the Premises does not relieve you of your obligations under this Agreement. You may not assign this Agreement unless you obtain our prior written consent. We may assign this Agreement or subcontract the work to be performed without notice to you.
12. **TAXES:** Any applicable sales, use or service taxes stipulated by Local, State or other authorities will be invoiced with your monthly fees.
13. **CHOICE OF LAW:** This Agreement shall be governed by and constructed under the laws of the Commonwealth of Pennsylvania.
14. **COMPLETE AGREEMENT:** This Agreement contains the entire understanding of the parties and it replaces any prior agreements or understandings, either written or spoken for the same service at the same location. This Agreement can only be changed by a written amendment signed by both parties. In the event any of these terms and conditions are declared invalid or unenforceable, all remaining terms and conditions shall still be in full force and effect.
15. **WARNING: SMOKE DETECTORS CAN SIGNIFICANTLY HELP TO REDUCE LOSS, INJURY AND EVEN DEATH. HOWEVER, NO MATTER HOW GOOD ANY DETECTION DEVICE IS, NOTHING WORKS PERFECTLY UNDER EVERY CIRCUMSTANCE AND ABC SOLUTIONS LLC WARNS YOU THAT YOU CANNOT EXPECT A SMOKE DETECTOR TO ENSURE THAT YOU WILL NEVER SUFFER ANY DAMAGE OR INJURY. IN ADDITION, ABC SOLUTIONS LLC'S BATTERY POWERED MOTION DETECTORS, SMOKE DETECTORS, DOOR AND WINDOW CONTACT TRANSMITTERS AND OTHER DETECTION SENSORS, IF INSTALLED UNDER THIS AGREEMENT, ARE NOT CONNECTED TO THE ELECTRICAL SYSTEM OF THE PREMISES AND REQUIRE BATTERIES TO OPERATE. THESE BATTERY POWERED DETECTION SENSORS WILL NOT OPERATE AND THE ALARM WILL NOT SOUND IF FOR ANY REASON THE BATTERY IS LOW OR DEAD. YOU SHOULD REGULARLY AND THOROUGHLY INSPECT THE BATTERY POWERED SMOKE DETECTORS FOR DIRT/DUST BUILD-UP AND TEST THEM AT LEAST ONCE PER MONTH TO HELP MAINTAIN CONTINUED OPERABILITY.**
16. **RIGHT TO SUBCONTRACT:** ABC Solutions LLC may in its sole and absolute discretion, subcontract from time to time for the provision of services under this agreement, including without limitation monitoring services. Customer agrees and acknowledges that the provisions of the agreement inure to the benefit of and are applicable to any subcontractor engaged by ABC Solutions LLC to provide any services set forth herein to Customer and bind Customer to said subcontractor with the same force and effect as they bind Customer to ABC Solutions LLC. In the event ABC Solutions LLC subcontracts for the provision of services under this agreement, customer release ABC Solutions LLC of its



obligations hereunder with regard to such services and agrees to look solely to subcontractor for the fulfillment of such obligations. Customer agrees to execute and contact required by any subcontractor for the performance of services provided for hereunder.

17. **RIGHT TO RECORD ALL TELEPHONE COMMUNICATIONS:** The Customer hereby acknowledges and agrees to the recording of any and all telephone communications with the monitoring station or ABC Solutions LLC.
18. **SUSPENSION OF MONITORING SERVICES FOR RUNAWAYS / EXCESS SIGNALING & PROBLEM ACCOUNTS:** Monitoring Station may without limitation do any of the following as a result of excessive signaling resulting from a runaway or other problem; ignore all signals received from the system, disconnect the system, delete the data from the system, disconnect the system by direct or remote programming. These options shall not be deemed a waiver of the monitoring stations right to damages and monitoring station shall have the right to enforce all other remedies or rights.
19. **INDEPENDENT CONTRACTOR** The relationship of the monitoring station and the ABC Solutions LLC established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint venture, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow monitoring station to create or assume any obligation on behalf of ABC Solutions LLC for any purpose whatsoever.
20. **RELEASE OF INSURED LOSS.** Customer hereby waives any rights Customer's insurance ABC Solutions LLC may have to be reimbursed by subcontractor for money paid to or on behalf of Customer.

(Addendum 3)

Authorized Employee List

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
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8. _____
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11. _____
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17. _____
18. _____



Tyco Integrated Security Monitoring Services

Helping you secure your business 24 hours a day,
365 days a year

tyco
Confidential *Integrated Security*



Advanced security monitoring for your business

Tyco Integrated Security operates world class, UL-certified Customer Care Centers (CCC) that provide continuous support by highly trained, experienced security professionals.

Strategically located throughout North America, Tyco Integrated Security's redundant CCC's create one of the most powerful, reliable security networks available. The real-time support network operates 24/7/365 and handles up to ten thousand alarm calls daily, or millions of signals annually.

Your security is only as effective as the people behind it

Tyco Integrated Security monitoring professionals go through an extensive three-part training program that is one of the most comprehensive in the industry. This training translates into a professional commitment shared by all: to deliver the proper response within minutes of a critical incoming alarm call.

We also have highly skilled Technical Assistance Specialists are trained on how Tyco Integrated Security's alarm systems are put together, how they're installed, how they work and how to troubleshoot any problems that arise. This team is available 24/7 to talk customers through any questions or concerns.

When you choose Tyco Integrated Security for your monitoring needs, you have access to more than our advanced technology. You have access to our highly trained and skilled professionals as well.

Through these centers, your business can access a full range of advanced solutions, including electronic access control, video surveillance, fire and life safety, intrusion detection, critical conditions (flood, temperature) and security management (guard tours, remote video management, video/alarm verification). In the hands of our highly trained monitoring professionals, these solutions can help improve your physical security and may enhance your overall operations as well.

Special Operations from Tyco Integrated Security. Unique services for unique needs.

The Special Operations Center supports the most innovative monitoring services—those that go beyond traditional monitoring needs. The team members in this area go through extensive training and have an average of 10+ years of experience, so they understand the evolving issues you are facing and know how to make the technology work for you. Tyco Integrated Security's new security technology is pioneered, monitored, tested and refined in this highly specialized area.

Services offered by our Special Operations Team include:

- Managed Video Services, including Video Verification, Video Guard Tours, Video Escort, Video Assist and Unattended Delivery
- Managed Access Control
- Hosted Access Control



Tyco Integrated Security Customer Care Centers meet or exceed industry requirements

Underwriters Laboratories specifications

- Must undergo annual UL inspection.
- Must have redundant data and application server operations that are documented and routinely tested.
- Must have redundant power systems.
- Must be staffed 24/7/365 days per year.
- Fire suppression mechanisms must be built into data center.
- Must employ documented best practices for the reduction of false alarm police dispatch.

National Fire Protection Association standard (NFPA72)

- Must use more than one telecommunications provider to decrease chance of service disruption due to interruption of a provider's service.

Enhanced customer requirements

- Must be able to receive alarm signals via high security asynchronous polling, dial-up and Internet communications methods.
- Must receive encrypted alarm signals.

Certifications

Facilities are certified by Underwriters Laboratories with UL Certification UUFX, and are compliant with UL standards UL1981 & UL827 for Central Station Fire and Burglar Alarm Services.

Redundancy

Each facility is redundant to a minimum of two other UL-Certified facilities. Redundancy is documented and routinely tested. Redundant monitoring facilities are a minimum of 500 miles apart to reduce the risk of weather-related complications.

Telecommunications

- Telecommunications lines are redundant and configured to avoid service disruption in the case of a physical line cut. Backup signal communications options are available through our monitoring center, including cellular, internet and internet/cellular combination.

Operations

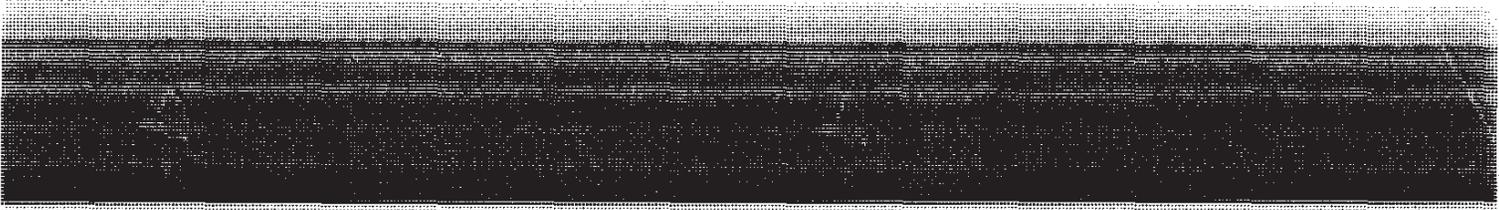
Load-balancing capability between centers ensures alarm response during peak periods. Procedures are documented and routinely tested. Monitoring Centers must monitor and track speed of answer targets for all inbound and technical assistance calls. Technical assistance is available 24/7/365. Centers have a minimum call handling quality assurance objective in place. Measurements are ongoing and continually documented.

IT Operations and Procedures

Facilities and software are maximized to provide necessary documentation and procedures.

Network and Data Protection

Centers undergo annual site inspection by a third party that reviews data center security standards. Customer data is isolated and protected by firewalls. Data is backed up, and backup media is marked, isolated and protected. A wide range of user authentication methods are deployed before access is granted to customer data and Monitoring Center applications. Network users require unique passwords across the network and to individual servers. Users access the network via a Monitoring Center private LAN.



Additional Monitoring Services

- **Critical Condition Monitoring:** Monitor special devices or alarms, such as a freezer alarm or indoor flood detection
- **Hold Up Monitoring:** Monitor audible or silent holdup or panic alarms
- **Elevator Monitoring:** for local elevator phones
- **Timer Testing and Line Security:** Supervised communication test between monitored premise and monitoring center
- **Data Encryption:** Encryption for transmitted line signals and data
- **DataSource Online Account Management Portal:** Provides you access your alarm activity, system performance, maintenance activity, billing information and more
- **Mobile Security Management:** Interactive mobile platform for remotely controlling and managing your intrusion detection system

Managed Services

• **Managed Video Services** is a suite of video security systems and services provided by Tyco Integrated Security's Special Operations Team, including:

- **Video Verification** provides alarm verification through the customer's video cameras performed by Tyco Integrated Security operators
- **Video Guard Tours** are performed through the customer's video cameras by Tyco Integrated Security operators
- **Video Escorts** are customer-initiated video/audio escorts of employees in/out of facilities
- **Video Assist** allows operator response to a customer-initiated call or alarm, with video/audio link and voice down capability
- **Unattended Delivery** provides monitored deliveries by Tyco Integrated Security operators

Managed Access Control frees you from administering, maintaining and hosting your access control system with full system management by trained professionals

Hosted Access Control enables you to manage your system through a convenient Web portal without having to maintain servers or perform software updates

For reliable business monitoring, trust the company that invented the concept in the first place.

Tyco Integrated Security has been developing security advancements for more than 130 years. This long history gives Tyco Integrated Security the experience and insight to continually create solutions that can meet your evolving security needs, and help address your challenging business needs as well. For a more in-depth view of the security solutions offered by Tyco Integrated Security, go to www.TycoIS.com. And know that we'll always be there for your business with innovative technology, experienced professionals and **New Thinking™**.

Call 1.800.2.TYCO.IS, or learn more at www.TYCOIS.com.

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November 12, 2013

Mr. Tom Macre
C-Three LLC

This letter and the enclosed sales literature are in response to our recent discussion regarding electronic protection systems to help protect your company's people, property, assets and profits. Thank you again for your interest in my company's electronic protection systems and services and for the opportunity to make this submittal.

Properly designed, professionally installed and competently monitored and maintained electronic protection systems can reduce the risk of personal injury, property damage, loss of assets and business interruptions due to fire, theft and vandalism.

1. Project qualifications:

Why Tyco Integrated Security to assist with your company's electronic protection needs?

- **Organization** Tyco Integrated Security is the largest electronic protection provider in the U.S. and is a division of Tyco International Ltd. We own and operate a network of fully redundant, load-sharing UL/FM Central Stations here in North America and support our operations through sales, installation and service offices throughout the country. Should a catastrophic weather event or Central Station equipment failure occur, your Tyco-provided protection systems continue to be monitored and alarm responders and service personnel dispatched without interruption. We do not outsource alarm monitoring services to third party alarm monitoring centers!
- **Experience** Tyco Integrated Security is an established, experienced provider of electronic protection solutions. One component of the company has been in the security business for over 130 years! We are a technological innovator and a true electronic protection systems integrator. We design and install electronic protection systems, provide alarm monitoring services and provide maintenance and inspection/testing services in manufacturing plants, government facilities, schools, office buildings, hospitals, etc., throughout the United States.
- **Reliability** Tyco's name has become synonymous with quality and reliability. We lead the way with innovative and advanced applications of microprocessor and computer-based systems and services. Our business flourishes in the very competitive industry in which we compete because we indeed add some things special to the systems and services we provide—quality, reliability, value and a dedication to servicing our Customers!
- **Products** We offer a wide range of products for nearly every protection application ...from simple, conventional, hardwired alarm systems to advanced, microprocessor-controlled security systems. With access to a wide array of

products, Tyco's security "solutions" include the most appropriate equipment for our Customers' specific protection applications.

With over one hundred and thirty years of experience providing professionally installed systems and world-class service, our company has consistently provided quality, affordable, professionally designed and installed, value-engineered products and services for its Customers.

2. Overview of electronic protection systems:

A. Burglary protection and emergency police call system:

I am herewith providing sales literature that describes Honeywell's VISTA-128FBP alarm control panel, an Internet communicator with backup cellular transmitter and interactive alphanumeric operator's touchpads. Sales literature that describes high security, balanced, biased magnetic contact protection is also enclosed which I would recommend for the perimeter pedestrian and overhead doors in the production areas here. Standard door contact protection would be provided for exterior and interior doors in the office area. Sales literature that describes both passive infrared intrusion sensors and "verified" passive infrared/microwave intrusion sensors is enclosed. These sensors would provide interior "trap" burglary protection. Anticipating that the burglary protection system would need to be "U.L. certified" protection, an exterior alarm bell would be installed on the building exterior. Off-premises U.L. Central Station alarm monitoring center connections would be provided via a highly supervised IP connection with a backup cellular transmitter.

My survey of the building exterior revealed that entry through a perimeter wall in the large production area could be simply made with something as simple as a box wrench. We discussed the provision of a chain link fence to reinforce the production area walls against forced entry. I have enclosed sales literature that describes a seismic sensor that could be used to detect an attempt to cut through this interior fence barrier.

Routine opening and closing signals would be supervised by Tyco Integrated Security. These routine opening/closing signals will be logged by Tyco and made available to you and other authorized company representatives via the Internet using our DataSource service described in the enclosed sales literature. The system includes a rechargeable standby power supply to help ensure that your protection system remains fully functional in the event of a local or regional commercial power interruption.

Honeywell VISTA-128FBP multiplexed system "point annunciates" each protection device making it easy to identify and correct abnormal building conditions that would otherwise impede turning the burglary protection system ON at closing. This same point identification technology will also enable Tyco's Central Station operators and field service technicians to pinpoint and repair/replace the exact device that might have caused a nuisance alarm.

B. Emergency police call system

Additional sales literature discussed both hardwired and wireless emergency police call devices. My suggestion is to strategically locate a number of the hardwired devices—reception desk, security office, etc. Your personnel could carry wireless, portable emergency police call transmitters on lanyards of with belt clips.

C. CCTV surveillance/recording/retrieval system:

It will be impossible for you and others to continuously be at your location to monitor activity in and around your building. A Tyco Integrated Security-provided surveillance/recording/retrieval system can be there 27/7/365 to provide critical event information for the improved safety and security of these premises by:

- Continuously recording activity in and around your building
- Helping improve operational efficiencies, e.g. cleaning services, snow removal services, landscaping services, etc.
- Allowing video-based audits of events occurring in and around your building
- Reducing the misuse of your facilities, vandalism and theft of services by improper use of your dumpster, illegal dumping, etc.
- Reducing the risk of fraudulent “slip and fall” and auto damage insurance claims

Tyco Integrated Security’s proposal for a comprehensive CCTV surveillance/recording/retrieval system will probably include the following components:

American Dynamics TVR digital video recorder

American Dynamics introduced its “TVR” line of digital recorders in 2009. The enclosed sales literature discusses these DVRs that incorporate the security industry’s latest “H.264” video compression technology. H.264 video compression technology provides the clearest possible recorded images while using a reduced amount of DVR storage. The each of the proposed 16-channel DVRs provide 4.0TB of internal storage. Both DVRs will be provided with DVD R/W drives so that selected activity and be permanently achieved as court-admissible evidence if needed.

With Internet connectivity and static IP addresses provided at the digital video recorder, you and other authorized people will be able to access the DVR remotely via Internet-connected PCs and mobile devices to view live the surveilled scenes and to access stored video. Both live and recorded video can be effectively and efficiently retrieved remotely via the Internet because of the reduced bandwidth requirements of these digital video recorders that utilize H.264 compression technology.

American Dynamics “0 lux”, vandal-resistant “bullet” cameras

These surveillance cameras are discussed in another piece of sales literature. These cameras are available with either 2.8-10mm or 9-22mm auto-iris, manually adjustable lenses and provide 690TVL images. These cameras have integral IR illuminators (NOT to be used in production areas) and are adaptable to varying surveilled scene lighting levels...and provide usable images in total darkness. Criminal activity will not be hidden from these cameras because of poor scene illumination!

D. Addressable fire alarm/fire evacuation system with “intelligent” fire detection devices:

Because of the significant changes planned for the building the Fire Marshal will most likely have requirements for an updated, upgraded fire detection/fire evacuation system. Once your licensing has been approved, I will be pleased to accompany you to meet with officials of the F.D. as well as your fire insurance carrier to determine specific fire alarm system needs and requirements. Assuming that an

updated fire protection system will be required, I wanted to provide you with information concerning “addressable” fire alarm system technology and “intelligent” fire detection devices.

For decades “conventional” fire alarm systems consisted of fire detectors connected to a number of “zones” of automatic fire protection. In the event of an alarm, emergency responders were able to only generally locate the source of the alarm. Precious time could be lost by firefighters traveling throughout a building searching for the source of the alarm. Microprocessor technology has enabled manufacturers to offer affordable, “addressable” fire alarm systems that are able to isolate the exact location of a fire or trouble condition.

Addressable fire alarm control panels are able to quickly identify the exact source of alarm, trouble and supervisory conditions. The fire alarm control panel can indicate the type of alarm as well as the exact device that initiated the signal. Firefighters responding to an alarm signal from your premises will be directed by means of English text messages on the fire alarm control panel as well as on any remote annunciators to the specific location of the fire...versus spending valuable time traveling throughout your building in an effort to locate the source of the emergency.

An addressable fire alarm system also takes the guesswork out of locating which devices require cleaning or replacement. A service technician responding to a system “trouble” condition would be directed to the specific device that requires cleaning, repair or replacement. Similarly, smoke detectors that require cleaning report themselves to the fire alarm control panel before nuisance false alarms are generated.

Firelite’s “intelligent” spot-type combination photoelectric smoke/heat fire detectors are described in the enclosed sales literature. The unique and impressive features of this intelligent detection device are as follows:

- Adjusts sensitivity levels without the need for owner/operator intervention or programming
- Sensitivity of smoke detection element increases with increases in temperature
- Combination photoelectric and thermal technology
- Activity-based sensitivity

The technology built into this intelligent device literally precludes nuisance alarms. Honeywell’s Firelite division (the division that manufactures thousands of addressable fire alarm panels that Tyco I. S. installs and services annually) markets this detector as “the intelligent fire sensor that never stops learning”.

I am herewith forwarding sales literature that describes a single-ended smoke detection beam which might find good application in your facility’s larger production areas.

3. Summary:

I trust that you will find the above and the enclosed both informative and interesting. As plans for this facility develop, I will look forward to providing you with a very specific proposal and price quotation based on your company’s specific

protection needs and drawings, In the interim, please do not hesitate to contact me with questions, to discuss, if added information is needed or if I can provide clarification of any item. It is usually easiest to reach me via cell phone at 203-494-8738.

Thank you again for your interest in Tyco Integrated Security's electronic protection systems and related services and for the opportunity to present this submittal for your review, consideration and comments. We here at Tyco I.S. will look forward to assisting with your company's electronic protection plans as myou move forward!

Very truly yours,

Tyco Integrated Security

William Clark
Commercial Sales Executive

enclosures
cc: file

VISTA-20P

As part of ADEMCO's VISTA PLUS Series of residential controls, the feature-rich VISTA-20P lets you deliver more value to your customers on each and every sale. The panel's robust system capacities, installation advantages and innovative end-user benefits make the VISTA-20P the ideal choice for any application.

FEATURES:

- Eight on-board hardwire zones standard (15 when Zone Doubling feature is used)
- Expandable to 48 total zones when used with hardwired and/or wireless expansion modules
- Wireless keys can be programmed without using zones
- 16 output devices
 - Relays (Model 4204 Relay Modules, or 4229 Expansion Module), and/or
 - X-10 devices (when used with a 4300 transformer)
- Two low current on-board trigger outputs
- 100 Event Log viewable at system keypads with time/date stamp
- 48 system user codes assignable to either partition
- Two independent partitions plus a common partition
 - Global Arming from any system keypad
 - Goto function to view or operate one partition from the other
 - Separate partition account numbers
- Four installer configurable zone types allows the installer to create custom zone types by assigning all zone attributes
- Multiple actions on output devices depending on system "state"
 - Turns lights off when system arms
 - Turns the same light on when system disarms
 - Flashes same lights when system is in alarm
- Built-in phone line cut monitor with programmable delay and annunciation options
 - Display on system keypads
 - Trigger local sounders
 - Trigger system bell
- Supports four-wire, and up to 16 two-wire smokes
 - Works with Sentrol CleanMe™ maintenance signal



Control Panel

Valuable End User Features

- Now viewable on system keypads:
 - Exit countdown
 - Time and date display*
 - Event log*
- Auto keypad backlighting on entry
- Keyswitch arming
- Programmable macro buttons and single button arming
- A variety of wireless remote controls for single button operation
- User Scheduling
 - Automatically activates X-10® and relays at programmed times
 - Latchkey reports to pagers
 - Auto arm/disarm
 - "User access" time windows
- Supports up to four end user numeric pagers
- VIP Module allows system control from any touchtone phone
- Chime by zone

Security Dealer Features

- Automatic System Load Shed
 - During extended AC power fail, the system battery will be disconnected to prevent irreversible battery failure. Reduces service calls to replace batteries
- Dynamic Signaling
 - Reduces redundant reporting to the central station when multiple reporting methods are used; i.e. digital dialer and AlarmNet radio
- False alarm prevention features to help reduce end users triggering false alarms

**Requires custom alpha keypad*

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ADEMCO GROUP
256

VISTA-20P

SPECIFICATIONS:

Electrical

- Aux power 12 VDC, 600mA max
- Seven hour standby at 400 mA aux load with four amp hour battery
- 16.5 VAC/25 VA transformer
- Alarm output 12 VDC, 2.0 amps max
- For UL installations, combined aux and alarm output cannot exceed 700mA

Output Control

- Supports up to four relay boards (up to 16 relays)
- Optional X-10 transformer/interface (part no. 4300) may be used to control up to 16 X-10 receiving devices

Zones

- Eight hardwired zones (15 w/zone doubling)
- Selectable response 10msec, 350msec, 750msec
- Assignable to any partition
- 20 selectable zone types plus 4 configurable zone types
- Programmable swinger suppression

Expansion Devices

- 4219 – Eight hardwired zones – 16mA
- 4204 – Up to four relays – 15mA standby (each active relay draws an additional 40mA)
- 4229 – Eight hardwired zones and two relays – 36mA (each active relay draws an additional 40mA)

Accessories

- 4286 VIP Voice Module – 220mA
- 5881ENL RF Receiver supports up to eight zones – 60mA, 5881ENM supports up to 16 zones – 50mA, 5881ENH up to 40 zones – 50mA
- Supports Eagle 1225 and 1221 boards

Keypads

- 6160/6139 Custom English (required for programming) – 150mA/40mA (6160) 130mA/40mA (6139)
- 6150/6128 Fixed English LCD 70mA/40mA (6150), 40mA/20mA (6128)
- 6150RF fixed English LCD with built-in receiver 105mA/80mA

Agency Listings

- UL Residential Fire, Burglary and CFM

Smoke Detectors

- Supports up to 16 two-wire smoke detectors
- Supports four-wire smoke detectors

Communications

- Touchtone or pulse
- Formats supported
 - ADEMCO Contact ID
 - ADEMCO 4 + 2 Express
 - ADEMCO low speed
 - SESCOA/Radionics
- 3 + 1, 4 + 1 and 4 + 2 reporting
- Reporting capabilities
 - Split
 - Dual
 - Split/Dual – True dial tone detection
- Low battery reports 11.2 – 11.6 VDC
- AC loss and restoral reporting supported



Control Panel

ORDERING:

Part No.	Description
VISTA-20P	Control Panel



Tripp Lite
 1111 West 35th Street
 Chicago, IL 60609 USA
 Telephone: +(773) 869 1234
 E-mail: saleshelp@tripplite.com

Model #: BP48V60RT3UTAA

TAA Compliant External Battery Pack and Cable. 3U, Expandable, Blue 2-Point Connector

Highlights

- Compliant with the Federal Trade Agreements Act (TAA) for GSA Schedule purchases
- Extends runtime of select compatible Tripp Lite UPS Systems with 48VDC external battery connector
- Provides daisy-chain capability
- Simple installation; 3U rackmount, tower and stack adaptable



Description

BP48V60RT3UTAA is compliant with the Federal Trade Agreements Act (TAA) for GSA Schedule purchases. This rack/tower external battery pack offers extended battery runtime when used in conjunction with compatible Tripp Lite systems. Multi-use form factor supports configuration in stacking, upright tower and rackmount applications using only 3 rack spaces (3U). Includes heavy gauge cabling with high current DC connector for simple installation. Additional output connector allows multiple BP48V60RT3UTAA battery packs to be daisy-chained to the UPS for even longer extended run operation.

Compatible UPS Systems - SM2200RML2UTAA, SM3000RML2UTAA, SMX2200RT2UTAA, SMX3000RT2UTAA and other Tripp Lite UPS systems that specify the use of this battery pack.

Applications

- Ideal means of lengthening the battery runtime provided by compatible Tripp Lite UPS systems. Battery pack may be ordered at time of original UPS purchase or sourced at a later date to extend runtime performance if site power conditions deteriorate and longer battery runtime is desired.

Package Includes

- BP48V60RT3UTAA TAA Compliant external battery pack
- Mounting hardware
- Warranty information
- Instruction manual

Features

- Compliant with the Federal Trade Agreements Act (TAA) for GSA Schedule purchases
- Offers extended-run UPS operation when used in conjunction with compatible Tripp Lite UPS systems
- Supports stacking or rackmount installation using only 3 rack spaces (3U)
- Includes heavy gauge cabling with high current DC connectors for simple installation
- Additional output connector allows multiple BP48V60RT3UTAA battery packs to be daisy-chained to the UPS for even longer extended run operation

Specifications

BATTERY	
Expandable battery runtime	Blue 175 amp female connector for additional battery packs
DC system voltage (VDC)	48
Connects to UPS via	20 inch attached cable with blue 175 amp male DC connector
Typical battery lifespan	4-6 years typical (North America)
PHYSICAL	
Shipping Dimensions (HWD/in)	11.25 x 23 x 31.5
Shipping Dimensions (HWD/cm)	28.6 x 58.4 x 80
Shipping weight (lbs)	200.6
Shipping weight (kg)	91.1
Unit Dimensions (HWD/in)	5.25 x 17.5 x 25
Unit Dimensions (HWD/cm)	13.3 x 44.4 x 63.5
Unit weight (lbs)	163.1
Unit weight (kg)	74
Material of construction	Steel
Form factors supported	3U rack/tower
ENVIRONMENTAL	
Operating Temperature	32-104 degrees F / 0-40 degrees C
CERTIFICATIONS	
Certifications	TAA Compliant
WARRANTY	
Product Warranty Period (U.S. & Canada)	2-year limited warranty
Product Warranty Period (International)	1-year limited warranty
Product Warranty Period (Mexico)	1-year limited warranty
Product Warranty Period (Puerto Rico)	1-year limited warranty
Optional Coverage	3 year, 5 year, next day and on-site warranty coverage available

Related Items

Optional Products

Related Model	Description	Qty.
2-9USTAND	Enables Tower Placement of Rackmount UPS Systems	1
WEXT3-BP48V60	3-Year Extended Warranty - For BP48V60RT3U and BP48V60RT3UTAA Battery Packs	1



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Model #: SM3000RMXL2UTAA

TAA Compliant SmartPro 3kVA 2.88kW Line Interactive Extended Run UPS, Sine wave, SNMP option, 2U, LCD, USB, Serial, EPO, 120V

Highlights

- Federal Trade Agreements Act / TAA Compliant for GSA Schedule purchases
- 3kVA / 3000VA / 2880W line interactive 2U rack/tower UPS
- 120V nominal output during brownouts to 83V and overvoltages to 145V
- Interactive LCD provides UPS status information and advanced configuration options
- Expandable runtime, Hot-swap batteries, 96% efficiency, Sine wave output
- USB, RS232 & EPO ports, Support for SNMP/WEB card option
- NEMA L5-30P input; 8 NEMA 5-15/20R & 1 L5-30R outlets
- **This product is ENERGY STAR qualified for its ability to save customers money while helping to protect the environment**



Description

Tripp Lite SmartPro Line Interactive UPS with enhanced LCD interface offers network-grade power protection for critical server, network and telecommunications equipment. Line Interactive Uninterruptible Power Supply (UPS) with built-in Auto-Voltage Regulation (AVR) actively corrects brownouts and overvoltages back to usable levels while maintaining a full battery charge in case of power failure. Tripp Lite's unique configuration excels in exceptionally poor-power environments with two separate levels of voltage boost to correct both slight undervoltages and severe brownout conditions. Interactive LCD/LED interface reports UPS operating mode, detailed UPS and site-power data, plus enables a variety of UPS setup and configuration options. Super-fast switchover from line to battery power occurs within milliseconds to maintain operation of connected equipment without interruption or reboot. 96% line-mode efficiency offers reduced heat emissions and operating costs. Network management interfaces support communications via USB, RS-232 and optional SNMP/WEB/PCARD network interface. HID-compliant USB interface enables integration with built-in power management and auto shutdown features of Windows and Mac OS X. Network communications ports enable detailed monitoring of equipment load levels, self-test data and utility power conditions. Includes PowerAlert monitoring software and complete cabling. Switched output load banks enable scheduled and real-time remote reboot and load shedding of select outlets. Emergency Power Off (EPO) interface. LED/LCD display panel easily rotates for viewing in rackmount or tower configurations. Audible alarm with push-button momentary alarm-cancel and silent-mode configuration options. Programmable self-test. Field-replaceable, hot-swappable battery modules.

Applications

Ideal for server, networking and telecommunications equipment

Package Includes

- SM3000RMXL2UTAA UPS system
- PowerAlert Software with USB, Serial & EPO cabling
- 4 post rackmount installation kit
- Instruction manual

Features

- Compliant with the Federal Trade Agreements Act (TAA) for GSA Schedule purchases
- Tripp Lite SM3000RMXL2UTAA line interactive 2U rack/tower UPS with 3000VA / 3kVA capacity and extended runtime options
- Line interactive UPS with Automatic Voltage Regulation (AVR) corrects brownouts and overvoltages from 83 to 145V
- NEMA L5-30P input plug; 8 NEMA 5-15/20R and 1 L5-30R output receptacles, Two independently switchable output load banks
- Maintains uninterrupted operation of connected networking equipment during blackouts, surges, brownouts and overvoltages
- High 96% efficiency rating in line-power mode offers reduced power consumption and BTU emissions
- Internal batteries offer 10 minutes at 50% load (1440W) and 3 minutes at 100% load (2880W)
- Extended runtime is available with optional BP48V24-2U / BP48V242UTAA (limit 1) OR BP48V60RT3U / BP48V60RT3UTAA (no limit)
- External battery configurations require the use of Tripp Lite's External Battery Configuration Software (see manual)
- Hot-swappable, user-replaceable internal batteries and external battery packs can be replaced with no disruption to connected equipment

- Front panel LCD monitoring screen with MODE and ENTER buttons reports operating mode with 5-bar battery charge graphic, plus 7 selectable screens of detailed UPS and site power information
- LCD interface also supports a number of advanced user setup and operating preferences
- Ships with 4 post rackmount installation hardware; Optional 2POSTRMKITWM enables 2 post rackmount/wallmount installation; Optional 2-9USTAND enables tower placement
- Built-in USB, RS-232 and optional SNMPWEBCARD accessory monitoring options
- HID-compliant USB interface enables integration with built-in power management and auto shutdown features of Windows and Mac OS X
- Included PowerAlert UPS monitoring software; Built-in Emergency Power Off (EPO) interface with cable

Specifications

OUTPUT	
Output Volt Amp Capacity (VA)	3000
Output kVA capacity (kVA)	3
Output Watt Capacity (watts)	2880
Output kW capacity	2.88
Output power factor	.96
Nominal Output Voltage(s) Supported	120V
Frequency compatibility	60 Hz
Output voltage regulation (line mode)	+6%, -14%
Output voltage regulation (Battery mode)	+/-5%
Built-in UPS output receptacles	8 5-15/20R outlet(s); 1 L5-30R outlet(s)
Built-in controllable switched load banks	Two switchable single outlet 5-15/20R load banks
Output circuit breaker	Two 20A output breakers protect 4 5-15/20R outlets each
Output AC waveform (AC mode)	Pure Sine wave
Output AC waveform (battery mode)	Pure Sine wave
INPUT	
Rated input current (at maximum load)	24A
Nominal Input Voltage(s) Supported	120V AC
UPS input connection type	L5-30P
UPS Input cord length (ft.)	10
UPS Input cord length (m)	3

Recommended Electrical Service	30A 120V
BATTERY	
Full load runtime (minutes)	3 min. (2880w)
Half load runtime (minutes)	10 min. (1440w)
Expandable battery runtime	Extended runtime supported via optional external battery packs
External battery pack compatibility	BP48V24-2U (limit 1); BP48V60RT-3U (multi-pack compatible)
DC system voltage (VDC)	48
Battery recharge rate (included batteries)	Less than 5 hours from 10 to 90%
Replacement battery cartridge (internal UPS battery replacement)	RBC58-2U
Battery Access	Front panel battery access door
Battery replacement description	Hot-swappable, replaceable batteries
VOLTAGE REGULATION	
Voltage regulation description	Automatic voltage regulation (AVR) maintains line power operation with an input voltage range of 83 to 145
Overvoltage correction	Input voltages between 127 and 145 are reduced by 12%
Undervoltage correction	Input voltages between 108 and 96 are boosted by 12%
Severe undervoltage correction	Input voltages between 83 and 95 are boosted by 24%
LEDS ALARMS & SWITCHES	
Front panel LCD display	Front panel LCD information and configuration screen offers detailed UPS and site power status and operating data, plus configuration of voltage, operating mode, alarm function and a variety of additional options (see manual for detailed LCD configuration and monitoring options)
Alarms	Audible alarm indicates UPS startup, power-failure, low-battery, overload, UPS fault and remote shutdown conditions
Alarm cancel operation	Power-fail alarm can be temporarily silenced using alarm-cancel switch; silent mode alarm configuration option available
Switches	3 pushbutton switches control OFF / ON power status, MODE selection and MUTE / ENTER control functions
SURGE / NOISE SUPPRESSION	
UPS AC suppression joule rating	570
EMI / RFI AC noise suppression	Yes
AC suppression response time	Instantaneous
PHYSICAL	

Installation form factors supported with optional accessories	2 post rackmount (2POSTRMKITWM); Wallmount (2POSTRMKITWM); Tower (2-9USTAND)
Primary form factor	Rackmount
UPS / Power Module dimensions in primary form factor (height x width x depth / inches)	3.5 x 17.5 x 19
UPS / Power Module dimensions in primary form factor (height x width x depth / cm)	8.9 x 44.4 x 48.3
Rack Height	2U
Secondary form factor	Tower (requires 2-9USTAND)
UPS / Power Module weight (lbs)	84.6
UPS / Power Module weight (kg)	38.4
UPS Shipping dimensions (height x width x depth / inches)	9 x 23.5 x 20
UPS Shipping dimensions (height x width x depth / cm)	22.9 x 59.7 x 50.8
Shipping weight (lbs)	84.6
Shipping weight (kg)	38.4
Cooling method	Fan
UPS housing material	Steel
ENVIRONMENTAL	
Operating Temperature Range	+32 to +104 degrees Fahrenheit / 0 to +40 degrees Celsius
Storage Temperature Range	+5 to +122 degrees Fahrenheit / -15 to +50 degrees Celsius
Relative Humidity	0 to 95%, non-condensing
AC mode BTU / hr. (full load)	409
COMMUNICATIONS	
Communications interface	USB (HID enabled); DB9 Serial; EPO (emergency power off); Slot for SNMP/Web interface
Network monitoring port description	Supports detailed monitoring of UPS and site power conditions
PowerAlert software	Included
Communications cable	USB, DB9 and EPO cabling included

LINE / BATTERY TRANSFER	
Transfer time	5 milliseconds (AC to battery mode), 1 millisecond (Battery to AC mode)
Low voltage transfer to battery power (setpoint)	83
High voltage transfer to battery power (setpoint)	145
SPECIAL FEATURES	
Cold Start (startup in battery mode during a power failure)	Cold-start operation supported
High availability UPS features	Hot swappable batteries
Green & high efficiency features	Greater than 95% efficiency - GREEN UPS; Individually controllable load banks
CERTIFICATIONS	
UPS Certifications	Tested to UL1778 (USA); Tested to CSA (Canada); Tested to NOM (Mexico); Meets FCC Part 15 Category A (EMI); ROHS (Restriction of Hazardous Substances); TAA Compliant; ENERGY STAR Qualified
WARRANTY	
Product Warranty Period (Worldwide)	2-year limited warranty
Connected Equipment Insurance (U.S., Canada & Puerto Rico)	\$250,000 Ultimate Lifetime Insurance

Related Items

Optional Products

Related Model	Description	Qty.
BP48V242UTAA	TAA Compliant External Battery Pack for select UPS Systems	1
BP48V60RT3UTAA	TAA Compliant External Battery Pack and Cable. 3U, Expandable, Blue 2-Point Connector	1
SNMPWEBCARDTAA	TAA-Compliant SNMPWEBCARD for remote monitoring and control via SNMP, Web or telnet	1
WEXT3-2200-3000	3-Year Extended Warranty - For Smart Line-Interactive and Online Tower or Rack models, 2200-3000VA	1
WEXT5-2200-3000	5-Year Extended Warranty - For Smart Line-Interactive and Online Tower or Rack models, 2200-3000VA or less	1
ENVIROSENSE	Monitors temperature, humidity and contact-closure inputs. (Requires SNMPWEBCARD or switched PDU.)	1
SR SWITCH	Magnetic Door Switch Kit (2-pack for front and rear doors; requires ENVIROSENSE.)	1
2-9USTAND	Enables Tower Placement of Rackmount UPS Systems	1
2POSTRMKITWM	Enables 2-Post Rackmount or Wallmount Installation of Select Rackmount UPS Systems	1
RBC58-2U	2U UPS Replacement Battery Cartridge for select Tripp Lite UPS systems	1
PDU2430	Single-Phase Basic PDU, 30A 120V, 1U Horizontal Rackmount, NEMA 5-15R outlets, NEMA L5-30P input plug	1

PDUB30	Single-Phase Hot-Swap PDU, 30A 120V, 2U Horizontal Rackmount, NEMA 5-15/20R & L5-30R outlets, set of 2 NEMA L5-30P input plugs	1
PDUMH30	Single-Phase Metered PDU, 30A 120V, 1U Horizontal Rackmount, NEMA 5-15/20R outlets, NEMA L5-30P input plug	1
PDUMH30AT	Single-Phase Auto Transfer Switch / Metered PDU, 30A 120V, 2U Horizontal Rackmount, 5-15/20R & L5-30R outlets, two L5-30P inputs	1
PDUMH30ATNET	Single-Phase Auto Transfer Switch / Switched PDU, 30A 120V, 2U Horizontal Rackmount, 5-15/20R & L5-30R outlets, 2 L5-30P inputs	1
PDUMH30NET	Single-Phase Switched PDU, 30A 120V, 2U Horizontal Rackmount, NEMA 5-15/20R outlets, NEMA L5-30P input plug.	1
PDUMNH30	Single-Phase Monitored PDU, 30A 120V, 2U Horizontal Rackmount, 5-15/20R outlets, L5-30P input	1
PDUMNV30	Single-Phase Monitored PDU, 30A 120V, 0U Vertical Rackmount, NEMA 5-15/20R outlets, NEMA L5-30P input plug	1
PDUMV30	Single-Phase Metered PDU, 30A 120V, 0U Vertical Rackmount, NEMA 5-15/20R outlets, NEMA L5-30P input plug	1
PDUMV30NET	Single-Phase Switched PDU, 30A 120V, 0U Vertical Rackmount, NEMA 5-15/20R outlets, NEMA L5-30P input plug	1

More information, including related products, owner's manuals, and additional technical specifications, can be found online at www.tripplite.com/en/products/model.cfm?txtModelID=4407.

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AQM20 Supervised Power Supply/Charger 12vdc 20Amp/24vdc 10Amp

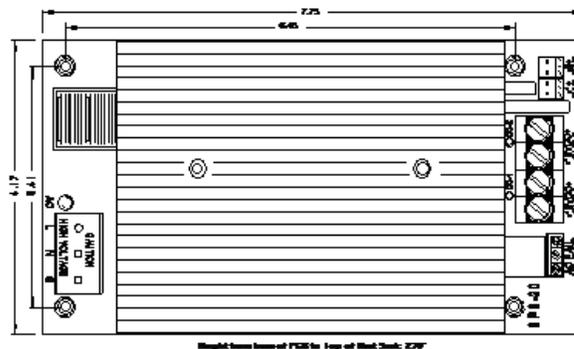
Life Time Warranty – Quality Manufactured in the USA

AQM20 Features:

- The AQM20 has two 12vdc 8Amp rated Outputs that can be connected in Parallel or Series to provide 12vdc, 24vdc, or 12vdc & 24vdc.
- Outputs 1 and 2 are fully isolated, Independent Power Supplies.
- Efficient Off-Line Switching Power Supply
- Self Contained, No External Transformer required
- 120/240VAC Selectable AC input
- Extraordinary Brown Out Capability
- Precise Battery Regulation for Lead Acid Battery(s)
- LED's Indicate AC and DC Outputs 1 & 2
- Relay Contacts Indicates AC Power Status
- Battery Online, No Drop or Switch Over with AC Power Fail
- Auto Resetting circuit breaker for battery(s) Over Current Protection with Reverse battery protection
- Electronic Power Limited and Short Circuit Protection on each output
- Each output has Thermal shut down with auto restart


Partial list of ordering examples:

AQM20	20A 12/24 Power Supply/ Charger Module mounted in a 14" x 14" metal Enclosure.
-8F	AQM20 with PDB-8F (fuses) Distribution Module
-8C	AQM20 with PDB-8C (circuit breakers) Distribution Module
-16F	AQM20 with two PDB-8F (fuses) Distribution Modules
-16C	AQM20 with two PDB-8C (circuit breakers) Distribution Modules
-8F8R	AQM20 with Smart Fan and PDB-8F8R Supervised Distribution Module (Fuses)
-8C8R	AQM20 with Smart Fan and PDB-8C8R Supervised Distribution Module (circuit breakers)



Description

The AQM20 supervised power supply with battery charger is two high powered, fully isolated, independent power supplies enclosed in one small self contained aluminum package. Each power supply, outputs 1 and 2, are a nominal 12vdc at 10 Amps with 12v lead acid battery charger. These outputs can be used as separate isolated 12vdc power supplies, or they can be connected in parallel or series to provide 12vdc, 24vdc

or both 12vdc and 24vdc at the same time. When outputs 1 & 2 are connected in parallel, the output is 13.75vdc at 20 Amps. When outputs 1 & 2 are connected in series, the output is 27.5vdc at 10 Amps. Because each output is independently regulated, you may draw additional current from the 12V output 1, while using the 24vdc output at the same time. The 12v current used has to be subtracted from the 10

Doc.#500-33010 Rev.A: Installation specifications subject to change without notice



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www.Securitron.com

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AQM20 Series Power Supplies continued

Amps available on the 24vdc. Figures 1 - 4 illustrate each of these four hookups for the SPS-20. Charging two 12v batteries independently is also a very big benefit for long battery life.

Specifications/Instructions

AC Input: L, N, G - 3P Terminal block

Safety Cover, snap or hinge is provided

L= Line, N= Neutral, and G = Ground

The G terminal must be connected to Earth Ground.

Optional 3 wire line cord P/N: HA-LC3SZIP

AC input/Hz/Watts default 90-132vac/47-63Hz/400w

AC input/Hz/Watts (set 240) .. 133-250vac/47-63Hz/400w

UL evaluated at 60Hz 120/240vac

Caution: Never apply 240vac when AQM20 is set for 120vac this will void warrantee and damage unit.

The AC input default is 120vac. You can cut the PCB trace marked "CUT 240" on the bottom of the PCB under the input inductor above and toward the inside of the AC input terminal block.

AC LED Indicator (Next to AC Input Terminal Strip)

The AC indicator is a bi-color green and red led. This led off with AC at the terminals would indicate a blown fuse link. *A blown AC fuse link would indicate catastrophic failure and must me returned to the factory for repair.*

AC Status Output Relay: 3P Terminal block

AC fail "C" contacts 2A/120vac

Three position AC fail terminal block marked "NO, C, NC" are shown in the Normal, energized, AC ON condition.

DC OUTPUTS: 4P Terminal block (2 per output)

Output-1 & 2 continuous rating 12vdc at 8A ea

Output 1 & 2 Typical Output Voltage 13.72vdc ea

Load regulation no load to max25%Typ

AC Line regulation 85-136vac/170-264vac03%Typ

Each Output ripple & noise at full load 400mv pp

Current Overload Short Circuit Protection Yes

Thermal runaway Protection Yes

Current Overload and Thermal shutdown will auto-restart without removing load.

Ambient operating temperature range .. -30°F to +130°F

Storage Temperature -60°F to 190°F

Switching Frequency 66KHz

DC LED Indicator (Adjacent to each output pair) Red Battery Standby

Two 12" battery cable assemblies that plug from AQM20 to battery are provided. Red (+) 12vdc, Black (-)Neg.

Optional 36" battery cable (1) P/N: WA-36IBAT

-Battery(s), any type of lead acid 12v 4AH-100AH

Battery(s) recharge1 & 2 13.72vdc at 2A max

Battery(s) 1 & 2 recharge PTC self resetting 1.04A

Battery(s) 1 & 2 discharge PTC self resetting 8A

Battery(s) 1 & 2 Reverse hookup protection Yes

In standby mode each battery is limited to 8 Amps of continuous current. When both outputs are connected in parallel, and standby current will be greater than 8 Amps, you must use 2 batteries connecting one to battery 1 and one to battery 2. *Paralleling (2) battery cables to (1) battery will not double the current.*

Review application note 3, Battery Standby table to calculate battery size.

To estimate the recharge time in hours for depleted battery(s), multiply the AH rating times 1.2. (AH x 1.2).

As an example, 2 12v 10AH batteries would take about 12 hours to re-charge.

Physical

AQM20 Module Dimensions .. 7.75"L x 4.17"W x 3.23"H
Height includes 7/16" standoffs

Mounting Holes Center to Center 6.45"W x 3.41"H

AQM20 module only Weight 2.4lbs.

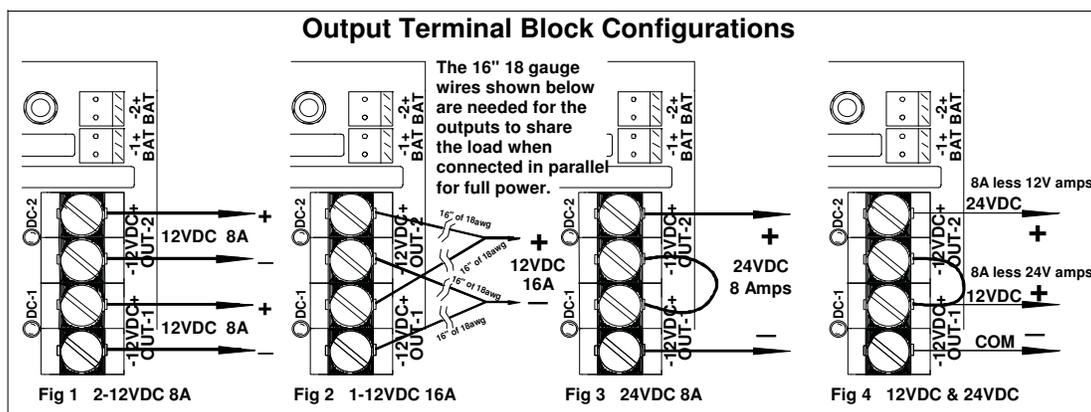
AQM20 (in Large enclosure) 14" x 14" x 4.75"

AQM20Weight with enclosure 11.4lbs

Approvals

AQM20 meets requirements of . UL1950 3rd & EN60950

AQM20 is UL R/C UL603, UL294



AQM20 Series Power Supply continued

Maintenance

The power supply and stand by battery(s) should be tested at least once a year as follows:

1. Check LED's for normal state. AC ON Green, DC #1 ON Red, and DC #2 ON Red.
2. Check output voltage with normal load. DC Output #1 and DC Output #2 should read between 13.60 and 13.80vdc.
3. Disconnect AC input. AC LED should be off, DC Output LED's #1 and #2 should be ON.
4. Check DC Outputs #1 and #2 to be above 12.0vdc. This checks standby batteries to be operational. Sealed lead acid batteries have a typical life of 3 to 5 years.
5. Re Apply AC and verify AC LED ON.

Battery Selection

The table below shows typical standby time in hours for various loads and batteries. The table works for either 12vdc or 24vdc. The AQM20 was evaluated at UL with a 7AH sealed lead acid battery with a 1 hour stand by.

Approximate Battery Standby Time Table with a reserve of 3 Amps for 5 minutes for Alarm

Total Output Amps	4Ah Battery Standby	7Ah Battery Standby	12Ah Battery Standby	24Ah Standby	40Ah Standby
.5A	5.5 Hrs	12 Hrs	20 Hrs	40 Hrs	65 Hrs
1A	2.5 Hrs	5 Hrs	9 Hrs	19 Hrs	32 Hrs
1.3A	2 Hrs	4 Hrs	7.2 Hrs	15.5 Hrs	24 Hrs
2A	1 Hrs	2 Hrs	5 Hrs	10 Hrs	15 Hrs
3A	.5 Hrs	1 Hrs	3 Hrs	6 Hrs	9.5 Hrs
4A	.5 Hrs	.8 Hrs	2 Hrs	4 Hrs	8 Hrs
5A	NA	.6 Hrs	1.4 Hrs	3 Hrs	7 Hrs
6A	NA	.4 Hrs	1 Hrs	2 Hrs	4 Hrs

The recharge table below gives approximate recharge times for different loads and battery sizes. The table is based on batteries depleted to battery cut-off and recharged back to approximately 90% capacity.

Ordering Guide with fuse sizes

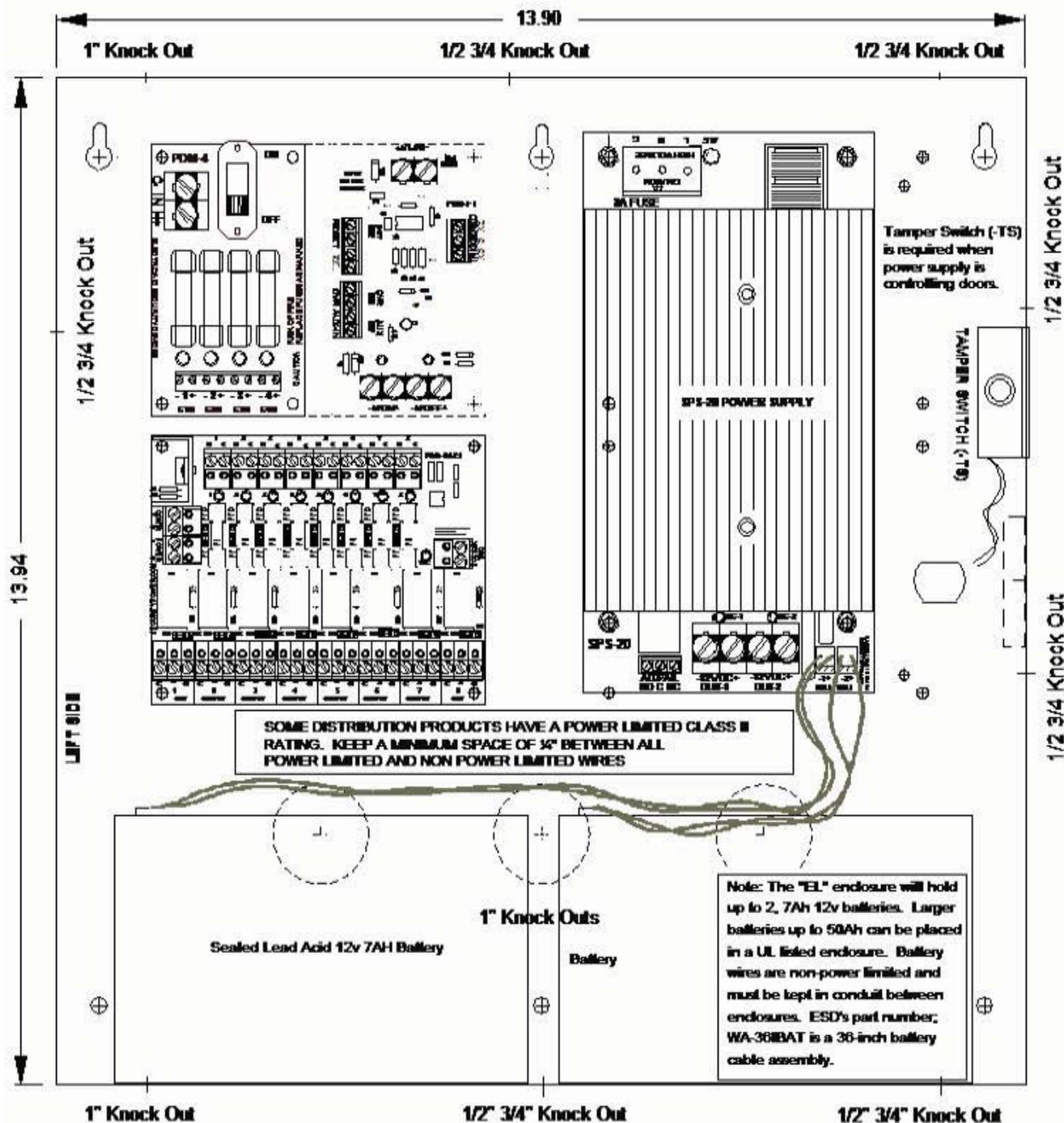
Part Number	Description
AQM20	AQM20 Power Supply Charger Module Mounted in a 14" x 14" x 4.75" Enclosure
AQM20-8F	AQM20 with PDB-8F (fuses) Distribution Module
AQM20-8C	AQM20 with PDB-8C (circuit breakers) Distribution Module
AQM20-16F	AQM20 with two PDB-8F (fuses) Distribution Modules
AQM20-16C	AQM20 with two PDB-8C (circuit breakers) Distribution Modules
AQM20-8F8R	AQM20 with Smart Fan and PDB-8F8R Supervised Distribution Module (Fuses)

CAUTION Reduce the risk of fire replace fuses as marked

Note: Keep a minimum space of ¼" between Power Limited Outputs and non Power Limited wiring

AQM20 Series Power Supply continued

AQM20 Series Power Supplies



Due to the variations with AQM20, the power supplies are not pre-wired to the accessories.

AQD3 Series Installation Instructions

PDB-8C / PDB-8F
Multi Output
Low Voltage Power Distribution Modules
Life Time Warranty

Features/Specifications:

- Converts a single AC or DC (12 or 24v) Input to 8 or 16 protected outputs with fuses or circuit breakers
 - 1500 Watt surge protection on PDB-8F Input rated 22 Amps @ 32 volts AC or DC
 - All PTC circuit breaker ratings are holding current at 130°F per UL Standards
 - Main Power Green/Red LED Indicates AC, DC or Reversed DC Input on PDB-8 and PDB-9
 - Each output has a green status LED indicator
 - Current Draw is 6ma max per LED
 - Main Fuse / Power Pull is standard ATO Automotive size on PDB-8
 - ON / OFF Power Switch on PDB-4F
 - Circuit Breaker Models with Rated Output 1.42 Amps or below are Power Limited
 - PDB-8F & PDB-8C are   As configured in UL listed products.
 - PDF-8F, & PDB-8C are UL listed Sub Assemblies As configured in UL listed products
 - All Input Terminal blocks and output terminal blocks on the PDB-8F module are rated 40A with a wire range of 10 – 18AWG
 - Size: PDB-8F 3.87”H x 4.84”W x 1”D Mounting: 3.41”H x 4.49”W
- Quality Manufactured in the USA



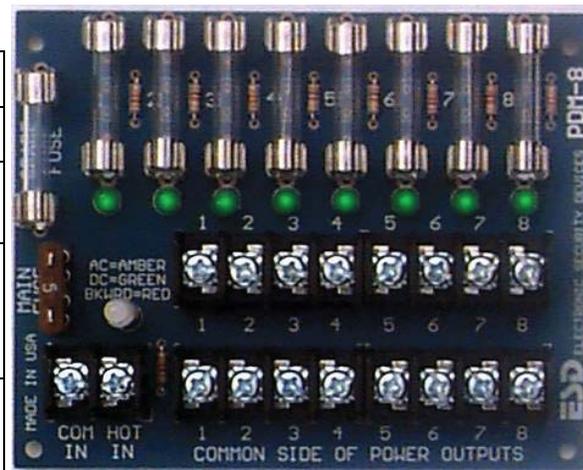
PDB-8F
PDB-8C



UL 294 – Access Control System Unit
 UL 603 – Power Supplies for Use with Burglar-Alarm Systems
 ULC S318-96 – Power supplies for Burglar Alarm Systems
 ULC S533-02 – Standard for Egress Door Securing and Releasing Devices

Custom Order details NOT UL LISTED

PDB-8F-MMM-FFF	8 Fused Outputs with ATO Main/power pull fuse, status LED's and 1500 watt surge protector.
PDB-8C-MMM-CCC	8 PTC Circuit Breaker Outputs with ATO Main/power pull fuse, status LED's and 1500 watt surge protector.
FFF Fuse Options	FFF = Fuse Rating in Amps (x.xx) standard 3age Size: (050 = 500ma); (100 = 1A); (200 = 2A); (300 = 3A); (400 = 4A); (500 = 5A)
CCC Circuit Breaker options	CCC = PTC part number equaling the holding current in Amps at UL rating 50C: (090 = .7A); (135 = 1.04A); (160 = 1.23A); (185 = 1.42A); (250 = 1.93A); (400 = 3.08A); (500 = 3.85A); (600 = 4.62A)
MMM Main Fuse options	MMM = Main Fuse Rating in Amps (xx.x) – Standard Automotive ATO Size: (050 = 5A); (075 = 7.5A); (100 = 10A); (150 = 15A); (200 = 20A); (250 = 25A)



Specifications

Input Voltage 10.5 to 12.4vdc or 22.7 to 25.2vdc
 Output Voltage virtually the same as Input
 Current, Typical, with No Output Load 90-160mA
 Outputs 1–8 continuous duty each 1.23 Amps
 Voltage Trigger 20% < Input min. 30vdc max.
 Voltage Trigger isolation Optical
 EOL (End of Line) Trigger Trip +-50% of 2.2K Ω
 Transfer Relay Contacts 15Amps
 Trouble Form C Contacts 2A 120vac/1A 220vac
 Triggered Form C Contacts 2A 120vac/1A 220vac

UL Approvals

UL 294 – Access Control System Unit
 UL 603 – Power supplies for Use with Burglar-Alarm Systems
 ULC S318-96 – Power supplies for Burglar Alarm Systems
 ULC S533-02 – Standard for Egress Door Securing and Releasing Devices

AQD3 Series Installation Instructions



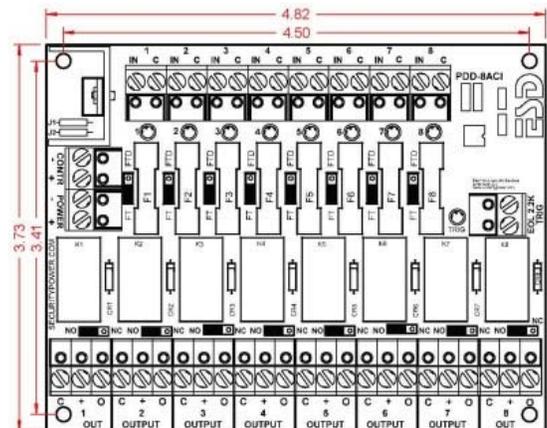
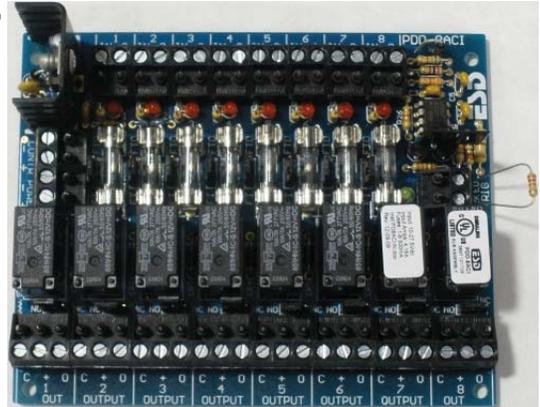
PDB-8F8R Power Distribution for Access Control with Fire Interface module

Controls and Distributes Power with 8 Control Relays with an EOL Fire trigger Interface

Power Interface for Access Control, CCTV, Fire, HVAC, Elevator, and general low voltage system control

Note: Fire, HVAC and Elevator Control has not been evaluated by UL

- **Features:**
- **8 Heavy duty Relays with individual Inputs and Status LED's**
- **Each Relay Input can be Activated from Low Current Open Collector, Normally Closed or Normally Open Switch**
- **EOL End of Line Resistor Fire Interface Master Trigger de-energizes all Output Relays that are Enabled**
- **Universal 11 – 27.5Vdc power input**
- **Available with Fuses or PTC Circuit Breakers**
- **Note: Only the 500mA fuse version of the board has been evaluated by UL**
- **Note: The outputs of the PDB-8F8Rare power limited when connected to the AQD3 power-Limited power supply**
- **Each Output may be Individually Configured for:**
 - **Fire Trigger (FT) Enabled or (FTD) Disabled**
 - **FUSE model can provide optional Dry Contacts**
 - **N/O or N/C Option Configures the Relay Switched Output**
- **Each Output 1-8 has a protected, continuous Output and a Relay controlled Output**
- **TRG LED Green Indicates Trigger Status**
- **Control Power and Main Lock Power may be Isolated (Separate Power Supplies) at Users Option**
- **Note: Dual/separate power source configuration has not been evaluated by UL and cannot be configured for UL Listed products**
- **All Terminal Blocks are Pluggable by Channel & Function**
- **Made in the USA with a Lifetime Warranty**



Description / Instructions

The PDB-8F8Ris a versatile, compact way to distribute and control power for Access Control Systems with Fire Alarm Interface. The PDB-8F8Ris an 8 position power distribution board with individual Relays with input (IN) control for each output (OUT). An EOL resistor trigger input (TRIG), will force all output relays to de-energize that are selected (FT). In a typical installation, the TRIG would be connected to a Fire Alarm panel via a set of contacts. When the Fire Alarm trips, all enabled relays would be forced to be de-energized to unlock electric doors, shut down air systems, and or return elevators to ground floor.

Input / Output Terminals, Jumpers and LED Details and Specifications

Control Power (- CONTR +) Two position un-pluggable terminal block is used to power the coils of the relays. The control voltage must be between 11 and 27.5 Vdc. Each relay energized will draw 20ma of current. By default, Control Power and Main Power are connected together with jumpers J1 & J2 so no connection would be made here unless you were using Dual/separate power as described below. Note Dual/separate power source configuration has not been evaluated by UL and cannot be configured for UL Listed products.

Main Power (- POWER +) Two position un-pluggable terminal block provides the power to the outputs to be distributed and power to Control through J1 & J2. In a normal application the Power must be between 11 and 27.5 Vdc and would be connected here.

AQM20 Series Instructions

AQM20 Series Installation Instructions

Dual/Separate Power J1 & J2 Jumpers Note Dual/separate power source configuration has not been evaluated by UL and cannot be configured for UL Listed products. J1 Connects (-) Power to (-) Control, J2 Connects (+) Power to (+) Control. By default J1 & J2 are connected together. When J1 & J2 are cut, you must supply 11 to 27.5Vdc to Control power, then you may connect any voltage to 32V AC or DC to the Main Power Terminals. See Dual/Separate Power application figure below.

Inputs (1-8 IN C) Eight, two position un-pluggable terminal blocks. When IN & C are shorted together, the like number output relay will energize. Each relay can also be energized by an open collector that is common to the control power, sinking 20ma for each input. Each of the C's (common) are connected to control negative power.

Input LED's (1-8) Whenever an input is active (relay energized) the associated input red LED will illuminate.

FDT/FT (1-8) Jumpers - These are three pin headers adjacent to each fuse with a shunt with handle that shorts the center pin to FTD or FT.

FTD = Fire Trigger Disabled - When selected, the Trigger will not effect that output.

FT = Fire Trigger – When selected Triggering will force that Input Relay to De-Energize.

Dry/Wet Option (1-8 Fuse Models) Through a Fuse, the (+ Power) is connected to the swing arm of each Relay to distribute power to its output. Removing the Fuse, removes the power from the relay. The (+) now becomes the Common Swing Arm and the “O” is the N/O or N/C contact as selected with jumper.

Outputs (1-8 OUTPUT C, +, O) Eight, Three position un-pluggable terminal blocks. “C” is Power Common and is connected to (- power). “+” is connected to fused (+power) and the relay swing arm. “O” is the relay switched output as selected with N/O or N/C selector jumper

Output Relay Contacts Selector (1-8 NC/NO) Jumpers These 3 pin headers with shunt selectors are located just above each output which selects whether the N/C or N/O contacts are connected to the “O” switched output terminal. With N/C selected, output would be normally ON, or connected to swing arm. With N/O selected, output would turn ON, or close when input is activated. **Fire Alarm Interface Trigger (2.2K EOL TRIG)** Two position un-pluggable terminal block. This input must see the 2.2K ohm EOL (End Of Line) resistor to be in the normal condition. The EOL is to be placed in a Listed fire alarm panel. See Fig 1 illustrating that shorting or opening the EOL will cause the PDB-8F8R to trigger.

TRIG LED (TRIG) Green LED normally ON. Whenever the Trigger is active the LED will be OFF.

Ordering Information

PDB-8F8R “ACI” module only with 500ma Fuses Note: Only the 500ma fuse version of the board has been evaluated by UL. No other fuse size or PTC's can be used with a AQD3 .

Specifications

Control (-contr+) 11–27.5Vdc @ 160mA
 Normally no connection is made here. Note: You must add this current to your total device load calculations to be sure your load will be within the rating of the power supply as configured

Main Power (-power+) 11-27.5Vdc

Note: Must cut J1 & J2 when not using 11-27Vdc power See Dual/Separate power source configuration Note Dual/separate power source configuration has not been evaluated by UL and cannot be configured for UL Listed products.

Total Amps would be equal to the total current of the outputs load plus the module draw of 160ma

Fused/Wet Outputs (12v operation):

Max. Output Current 330mA, 12V (each output)
 2.64 A (total all outputs)

Fused/Wet Outputs (24V (each output):

Max. Output Current 155mA, 24V (each output):
 1.24 A (total all outputs)

Dry Outputs:

Max. Output Current 3A, 30V
 As evaluated with UL with 500ma fuses

Terminal blocks un-pluggable ... 5mm spacing 14–22 awg

Fused Outputs 1-8 500mA
 Littlefuse P/N 217.500 20mm replacement

The fused outputs of the PDB-8F8Rare power limited when connected to the AQD3 power-Limited power supply

Output Relays 1-8 Dry Contacts are not to exceed 7A or 100VA

Trigger Input 2.2K EOL

Operating Temperature 0° to +49°C

Mounting Holes (4) 3.4” x 4.5”

Module Size: 4.82”w x 3.84h x 1.4”d

Weight: 8oz

Mounting Note: Secure 4, #6-32 female/female hex standoffs 7/16” long onto 4, #6-32 studs provided in distribution option space to the right of AQD3 inside E-1485 cabinet back. Place PDB-8F8Ron stand offs with input terminals on top. Secure module with 4, #6-32 x ¼” pan head screws. No metal hardware should be larger than .28” in Diameter.

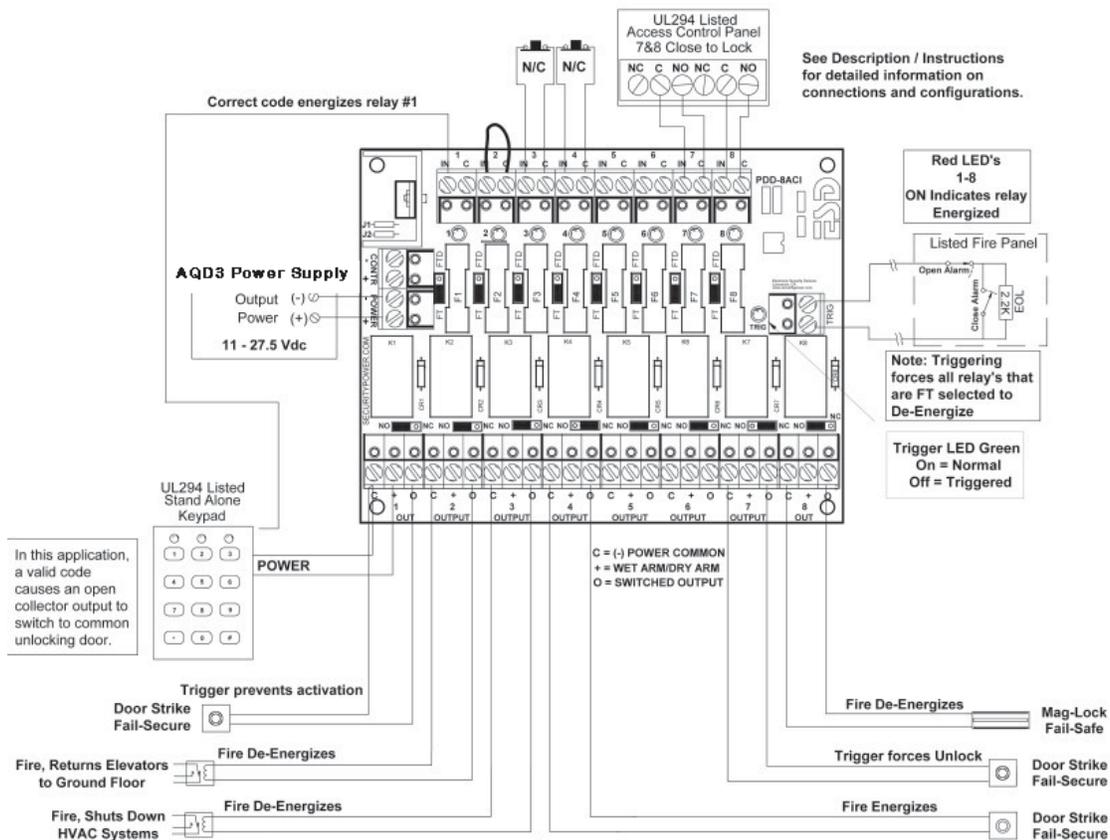
Note: All interconnected devices must be UL Listed.

UL Approvals for PDB-8F8R

UL 294 Access Control System Unit

AQM20 Series Installation Instructions

PDB-8F8R Typical Applications
Single Power Source Application Fig 1



Single Power Source Application Fig 1

Dual/Separate Power Supplies Fig 3

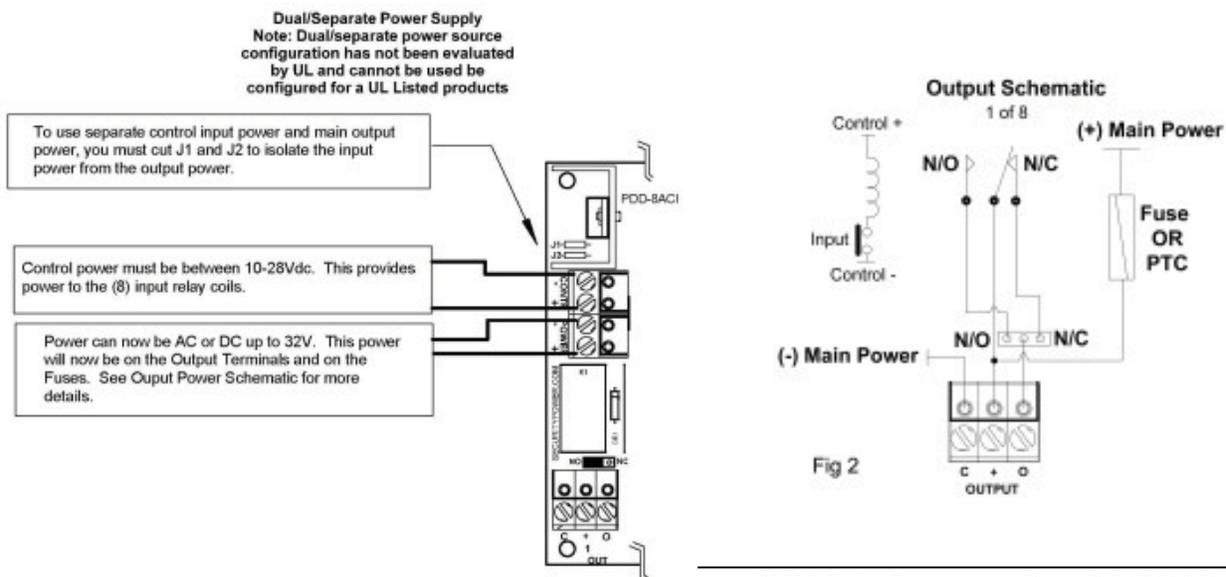


Fig 2

Key Features:

Device Management

- Network management through Web GUI, command-line interface (CLI), and Telnet
- Easy firmware upgrading
- Save configuration files and upload them for one-step configuration of multiple devices.
- Auto-logging for easy debugging
- User password protection
- Easy-to-read blue LED indicators aid in cable installation and diagnostics.

Standards

- IEEE 802.3 Ethernet, IEEE 802.3u Fast Ethernet, and IEEE 802.3ab 1000BASE-T Gigabit Ethernet

Protocol features:

- Full-duplex flow control (IEEE 802.3x), and half-duplex backpressure
- Support for 802.1Q VLAN, Port-based VLAN, and IEEE 802.1Q Tag VLAN
- Supports 802.1P, DSCP/COS
- Supports IEEE 802.1D Spanning Tree and IEEE802.1W fast Spanning Tree protocols

Ports:

- 24 ports, 10/100/1000Mbps UTP/STP RJ45 (MDI/MDIX supported)
- Port trunking and bandwidth control
- Port send/receive statistics through GUI
- Configurable port speed, duplex mode, and priority queues.
- Supports Aggregation for each port

(continued on next page)

SW24-GBM

ENTERPRISE-CLASS, FULLY MANAGED 24-PORT GIGABIT SWITCH WITH SFP AND BACK-SIDE CABLE CONNECTIONS

The SW24-GBM Enterprise-Class rack-mountable Gigabit Ethernet switch is designed for maximum performance and convenience. All cables install from the rear, for the clean-finished rack appearance that custom installers and their clients prefer. The SW24-GBM can be configured by Web GUI, serial command-line interface (CLI), or Telnet. VLAN and IGMP Snooping ensure that your IP-based Audio/Video Network will be optimally robust. Plug-and-play and auto-negotiation capabilities allow the switch to auto-detect a link partner with the best available speed.



The SW24-GB is cased in a heavy-duty 1U housing designed for easy installation and maintenance. (Rack-mount hardware is included.) The SW24-GB supports Nway auto-negotiation to automatically detect network speed (10/100/1000 Mbps) and Full/Half duplex mode. And Auto-MDI/MDIX port functionality eliminates the need for crossover cables. Rich diagnostic blue LEDs provide real-time status monitoring. The SW24-GBM combines two SFP expansion slots to support Mini-GBIC modules. Series modules can be smoothly connected with Gigabit networking to ensure optimal networking speed and performance.



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(Key Features continued from first page)

- Port-based mirroring

Security

- Port security control, broadcast storm control, and address aging
- Support for Static Port Priority and IEEE 802.1p Priority
- Supports Priority Queues and ingress policy
- Supports IGMP Snooping

VLAN Features

- Supports MTU VLAN
- IP address configuration through the VLAN management interface

MAC Address Management

- Full MAC address management, including MAC address auto-scanning, filtering, and self-learning
- Supports configuration of MAC address aging time
- Supports maximum 8K MAC address table
- Supports IP address and MAC address binding

Other Features

- SNMP
- LACP link aggregation
- Supports ARP setup
- Supports ARP flooding protection
- 2 SFP expanding modular socket interfaces: 1000M fiber/UTP module
- Built-in universal power supply
- 19-inch 1U heavy duty metal case with back-side cable connections
- Blue LED's Indicators

Specifications - SW24-GBM

NETWORK STANDARDS COMPATIBILITY

IEEE 802.3i 10BASE-T
 IEEE 802.3u 100BASE-TX, 100BASE-FX
 IEEE 802.3ab 1000BASE-T
 IEEE 802.3z 1000BASE-X
 IEEE 802.3x flow control

PHYSICAL INTERFACES

- RJ45 Connectors for 10BASE-T, 100BASE-TX, and 1000BASE T (Auto Uplink™ on all ports): 24 ports
- Small form-factor pluggable (SFP) modules for fiber Gigabit Ethernet interfaces (2 slots)
- RS232 console port – RJ45 8-pin plug to 9-hole DB9 plug

LED'S

Blue LED's for Speed, Link, Activity and Power

PHYSICAL SPECIFICATIONS

Dimensions (w x d x h): 440 x 205 x 43 mm
 (17.3 x 8.1 x 1.6 in)
 Weight: 2.27 kg (5.0 lbs)

ENVIRONMENTAL SPECIFICATIONS

Operating temperature: 0° to 55° C (32° to 131° F)
 Storage temperature: 20° to 70° C (4° to 158° F)
 Operating humidity: 90% maximum relative humidity, non-condensing
 Storage humidity: 95% maximum relative humidity, non-condensing

ELECTRICAL SPECIFICATIONS

Power consumption: 38.5W maximum

ELECTROMAGNETIC EMISSIONS

CE mark
 EN 55022 Class A (Emissions)
 EN 55024 (Immunity)
 FCC Part 15 Class A
 VCCI Class A
 C-Tick

LAYER 2 SERVICES

IEEE 802.1Q static VLAN (1024)
 IEEE 802.1p Class of Service (CoS)
 IEEE 802.1D Spanning Tree Protocol
 IEEE 802.1v Protocol VLAN, Port VLAN, and MAC-based VLAN
 IP subnet-based VLAN
 IEEE 802.1 Q-in-Q
 IEEE 802.1w Rapid Spanning Tree
 IEEE 802.1s Multiple Spanning Tree
 IEEE 802.3ad Link Aggregation (LACP)
 IEEE 802.1x port access authentication
 IGMP v1, v2, v3 snooping support
 Static multicast filtering
 Ingress rate limit in 1 Kbps increments
 Weighted round robin (WRR) queue technology
 MLD v1, v2 snooping

SECURITY

Access Control Lists (ACL)
 MAC, IP, TCP ACLs: L2/L3/L4
 Network storm protection including broadcast multicast and unicast traffic
 MAC filtering
 Private group CoS
 IEEE 802.1x port access authentication
 Port security
 DoS
 Dynamic ARP inspection
 RADIUS (RFC 2865)
 RADIUS accounting (RFC 2866)
 TACACS+

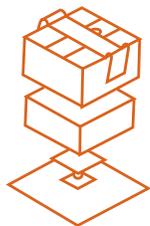
SWITCH MANAGEMENT SPECIFICATIONS

SNMP v1, v2c, v3 with multiple IP addresses
 RFC 1157, 1902-1907
 RFC 768 UDP
 UDP relay
 RFC 854-859 telnet
 RFC 951 BOOTP
 RFC 1213 MIB II
 RFC 1757 RMON groups 1, 2, 3, and 9
 RFC 1215 SNMP Traps
 RFC 1493 Bridge MIB
 RFC 1643 Ethernet Interface MIB
 RFC 1534 DHCP and BOOTP interoperation
 RFC 2131, 2132 DHCP, and BOOTP
 Private Enterprise MIB
 Port mirroring support (many-to-one)
 DHCP/BOOTP relay-primary and backup (RFC 3046, option 82)
 RFC 2030 Simple Network Time Protocol (SNTP)
 DHCP server
 DHCP L2 relay
 IEEE 802.1AB Link Layer Discovery Protocol (LLDP)
 ANSI/TIA-1057 LLDP Media Endpoint Discovery (LLDP-MED)
 DHCP relay (with backup servers)
 GARP/GVRP/GMRP
 SYSLOG
 TFTP, SFTP, HTTP, SCP, or local USB flash firmware upgrade
 Port description
 RFC 1519 CIDR
 Proxy ARP
 DNS lookup

PERFORMANCE

Forwarding modes: Store-and-forward

(Specifications continued on next page)



Specifications - SW24-GBM

(Specifications continued from previous page)

SPECIFICATIONS

- System memory: 128 MB
- Packet buffer memory: 1.5 MB buffer memory
- Code storage (flash): 32 MB
- Address database size: 8 K media access control (MAC) addresses
- Number of VLANs: 1024 (1-4093)
- Number of trunks: 64
- Number of queues: 8
- Number of static route: 32
- Number of routed VLANs: 32
- Number of ARP entries: 480
- Number of ACL rules: 224
- Jumbo frame support: up to 9 K packet size

USER INTERFACES

- Command Line Interface (CLI) via console port
- Web-based management via embedded HTTP server protected with Secure Sockets Layer
- Telnet remote login

MAINTENANCE

- Supports debugging output
- Supports ping (Packet Internet Groper)

QoS

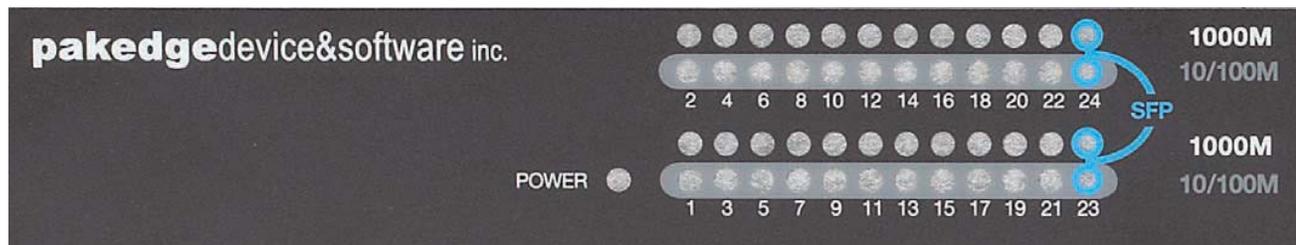
- Supports 802.1p/DSCP priority
- Supports strict priority (SP), weighted round of tour scheduling (WRR)
- Supports 4 priority queues
- Supports port-based bandwidth control

STATISTICS

- Supports the port send and receive message of statistics

SECURITY FEATURES

- Supports user password protection



HTTP://
WWW.
PAKEDGE
.COM

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S24P

24-Port Gigabit Switch with 24 Full PoE Ports

The S24P is an Enterprise-Class, managed Gigabit switch equipped with 24 full PoE ports. This switch is ideal for powering audio/video devices which require Gigabit PoE, such as HDMI over IP transmitters, high bandwidth wireless access points, and high resolution IP cameras.



With its massive 390 Watts power supply, the S24P can provide Ethernet and power to devices that are 802.af-compliant. Each of the 24 ports can deliver up to a full 15.4 Watts of power. In addition, each port can be power-cycled individually if a connected PoE device becomes unresponsive or needs to be rebooted.

The switch is fully managed and can be configured by web browser, CLI, or Telnet. It is also equipped with four fiber-capable ports that can support either RJ45 or SFP connectors. The S24P is housed in a heavy-duty 1U metal housing with rack mount hardware included. All cables install from the rear, giving the switch a clean front face. Finally, even though the switch is capable of delivering 390 Watts of power to 24 separate PoE devices, it has extremely quiet fans, a key feature when installed in an audio/video rack.



Key Features:

- 24 Gigabit PoE ports
- 4 fiber-capable ports
- Full remote management through Web browser, console serial cable (CLI), or Telnet
- Each of the 24 ports can provide 15.4 Watts
- Remote power-cycling per port for rebooting unresponsive devices
- Heavy-duty metal 1U housing with rack-mount hardware included
- Clean front face with cables in the back
- Quiet operation
- 802.1q: supports VLAN tagging
- 802.1p: supports Quality of Service
- Auto-detect powered devices and power consumption levels



Control & Automation Systems Compatible

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S24P Specifications

SUMMARY

Fixed port	20 10/100/1000Base-TX ports 4 Combo ports (10/100/1000Base-T or 1000Base-X) 1 Console port
LED Indicators	PWR, PoE, 1000M and Link/Act LED
Input voltage	100V-240V AC, 50/60Hz
Power consumption	390W (370W for PoE)
Operating temperature	0-40°C
Storage temperature	-10-70°C
Relative humidity	20%-85% (non-condensing)
Thermal methods	Built-in Quiet Fan
PoE	
PoE port	24, 10/100/1000Base-TX ports
PoE Standard	IEEE802.3af, per port 15.4W
Pin assignment	V+ (RJ45 Pin 1, 2), V- (RJ45 Pin 3, 6)
PoE management	Support Port-based PoE status view and control
Layer 2 Switching	
Switching capacity	64G
MAC address table	8K, Support MAC address table management
MAC Address Binding	Support
MAC Address Filtering	Support
MAC Address Learning control	Control number of port-based MAC address learning
Jumbo Frame	Jumbo packets up to 16379 bytes
Port Feature	Port Control Port Isolation. Port Self-Loop Detection
Port Mirroring	Support
VLAN	4K 802.1q VLANs, Support Ingress filter
Link Aggregation	Up to 8 maximum aggregation groups, each containing up to 8 GE ports
Traffic control	IEEE 802.3x full-duplex flow control
Rate Limit	Unit: 64kbps
Spanning Tree	IEEE 802.1s Multiple Spanning Tree Protocol (MSTP)
Ring Protocol	Support EAPS
Multicast	Support 256 Multicast groups Support IGMP Snooping
Security	
Security Features	Support MAC-based 802.1X authentication Support AAA/RADIUS authentication Support WEB/Telnet password protection Support Accessing privilege mode password protection
Self-protection	Support CPU Self-protection
Management	
CLI	Support CLI (Commend Line Interface) configuration mode
Console	Support Configuration via the console port
Telnet	Support Local/remote configuration via Telnet
WEB	Support WEB management system
SNMP	Support System configuration with SNMP v1/v2/v3
User Management	Support Multi-user management
System Log	Support
Configuration File Download/Upload	Support Download/Upload configuration File via WEB/TFTP
Upgrade Firmware	Support Upgrade Firmware via WEB/TFTP/Console
Debug	
PING	Support
TRACEROUTE	Support
Telnet client	Support
Process View	Support
Mechanical	
L x W x H	17.6" x 11.8" x 1.7" (447mm x 300mm x 44mm)
Weight	10.6 lbs. (4.8 kg.)

pakedgedevice&software inc.

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Foster City, CA 94404
U.S.A.

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Please visit our website for
up-to-date support information:

Website: www.pakedge.com
Email: support@pakedge.com
650-385-8702

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Key Features

Easy to Use

The R10 comes with 8 VLANs preconfigured for plug-and-play network segmentation directly out of the box. There's no hassle and no need to fight with configurations - just plug networked devices into the correct ports and the rest takes care of itself.

Designed for Speed

Designed to be the perfect gateway appliance for the A/V network edge, the R10's 2.5 Gbps of throughput across all ports ensures it won't be the bottleneck of any network.

Always Online

The R10 is designed with dual-redundant WAN ports for networks that simply can't tolerate downtime. In the event of a network outage, the R10 can immediately fail over to a second ISP connection - keeping networks online even when an ISP isn't.

TruStream Media

Designed specifically to be the most powerful A/V networking device on the market, the R10 is built around Pakedge TruStream media streaming technology. A/V traffic is prioritized over other network traffic, ensuring a high-definition multimedia experience without lag, jitter, or dropped signals even on the most congested network.

Unified Threat Management

Built with the dangers of the modern internet in mind, the R10U model has a full suite of Threat Management services, including complete automatic protection from the latest viruses, network vulnerabilities, worms, spam, phishing, and malicious websites all without administrator intervention.

Extreme Capacity

Designed to be the ultimate network backbone, the R10 can support up to 2.5 million concurrent sessions - allowing thousands of devices to function simultaneously with no slowdown.



R10 Gateway Appliance

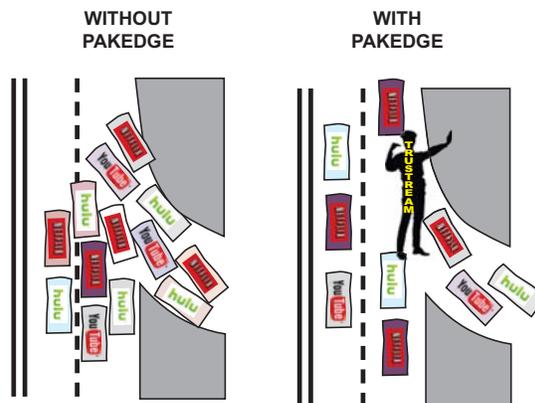
The R10 Gateway Appliance is a professional gateway appliance designed for users requiring enterprise-level security, features, and throughput in a device designed to fit seamlessly into the A/V networking environment required by so many homes and businesses today. Built with the A/V features necessary to keep streaming media, VoIP phones, and other multimedia features running seamlessly while designed with the high-end IT features required at the network edge, the R10 is designed to function as the premium A/V network gateway for large integrated networks. Built with a fully integrated network security suite, accelerated throughput, high port density, and designed with both ease and robustness of management in mind, the Pakedge R10 gateway is the ideal gateway solution for scalable A/V networks.

Built to provide up to 2.5 Gbps firewall throughput and 22 GbE interfaces, the R10 is a powerful network backbone. Dual-WAN functionality allows failover between WANs for networks that cannot tolerate downtime, and a comprehensive featureset including application control, Gateway Anti-virus, and management via web, telnet, and CLI ensures that the R10 will provide the highest quality A/V gateway currently available. For users to whom network segmentation is a priority, the R10 comes with 8 preconfigured VLANs, allowing users to separate disparate network applications, preventing interference caused by broadcast storms and allowing for network prioritization by port - important for the kind of large A/V network the R10 is designed to facilitate.

Powered By TruStream

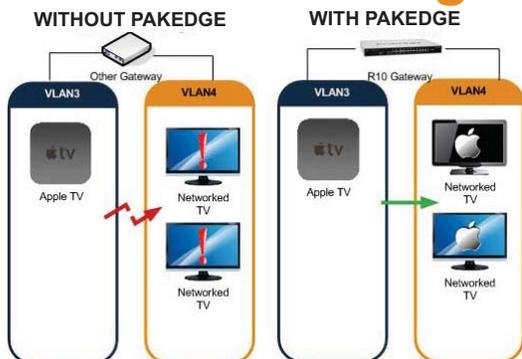
The R10 is powered by TruStream Wired technology to ensure consistency and quality across the wired network, ensuring that latency-sensitive multimedia services like VoIP, streaming multimedia, and gaming are delivered with the same speed and reliability as other, less-sensitive network traffic.

Pakedge TruStream products work together, building on the functionality of one another to provide even greater quality and throughput gains when used together than when used alone. The R10's wired TruStream functionality utilizes Dual Processor architecture, with one processor dedicated to reducing overhead and the other processor utilized for throughput - enabling high-speed traffic without traffic throttling caused by processing overhead.



TruStream ensures media streams, VoIP, and other important, latency-sensitive applications are able to function flawlessly throughout the network.

Network Bonding



Pakedge-designed Network Bonding technology allows users to connect to and stream from media devices on other VLANs - without the downsides of running all devices on the same LAN!

While the purpose of VLANs is to keep a network segmented to prevent interference, this setup can cause some problems with common consumer A/V devices like Apple TVs and control systems, keeping users from being able to stream information from, for example, a wired VLAN to a wireless VLAN. Pakedge Network Bonding technology is designed to bond these VLANs, preserving important VLAN functionality and performance while allowing users to take full advantage of the A/V and control equipment so important in a modern A/V network.

Cloud Management with BakPak™

The R10 is designed for full intelligent audio/video network ecosystem integration with the BakPak™ mobile application and BakPak™ cloud services. The Pakedge cloud-powered BakPak™ mobile and web app allows a unified, cloud-based approach to network reporting and maintenance, with the ability to connected device health, power cycle PoE ports, and receive configurable alerts directly to your e-mail or smartphone.



BakPak allows an easy device list - or a network tree view - to display an at-a-glance view of your entire network - even non-Pakedge products.

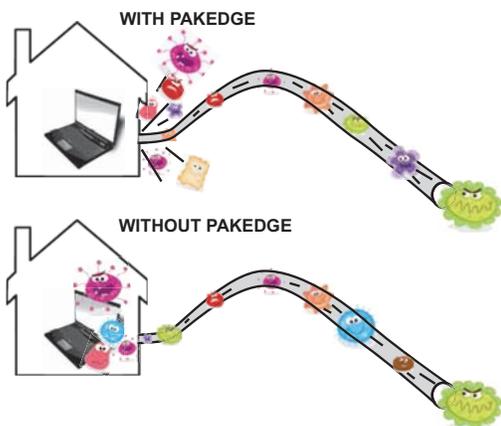
CASC Versatility

The R10 is tested and certified to conform with Packedge CASC standards. Packedge CASC products are designed and tested to receive CLI commands from leading control and automation systems such as Crestron, AMX, Savant, and Control4 all over a TCP/IP network. This allows power cycling and control from touch panels and full home integration.



Control & Automation Systems Compatible

Advanced Device Protection



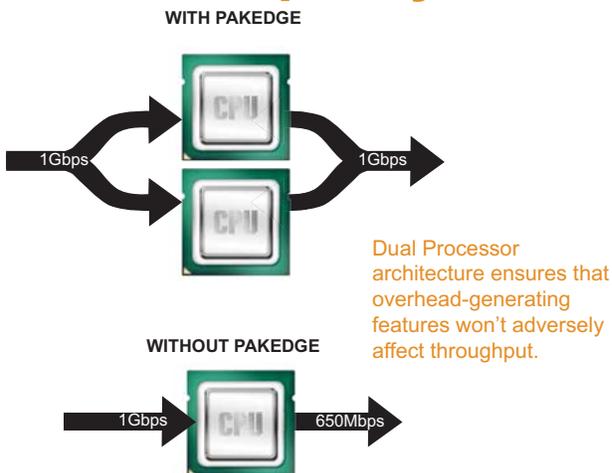
The R10 utilizes powerful gateway protection technology. With constant updates and new security features being added at all times from a database of millions of signatures, the R10 is the perfect way to protect a network.

The R10 takes advantage of Fortinet's powerful Universal Threat Management system, providing a database of millions of malware, virus, and application signatures - allowing users to not only provide complete end-to-end network protection from malware, but also control traffic throughout their network on a granular basis. Programs and malicious applications can be prevented from accessing the internet even if they're already on a user's network - keeping sensitive user information safe.

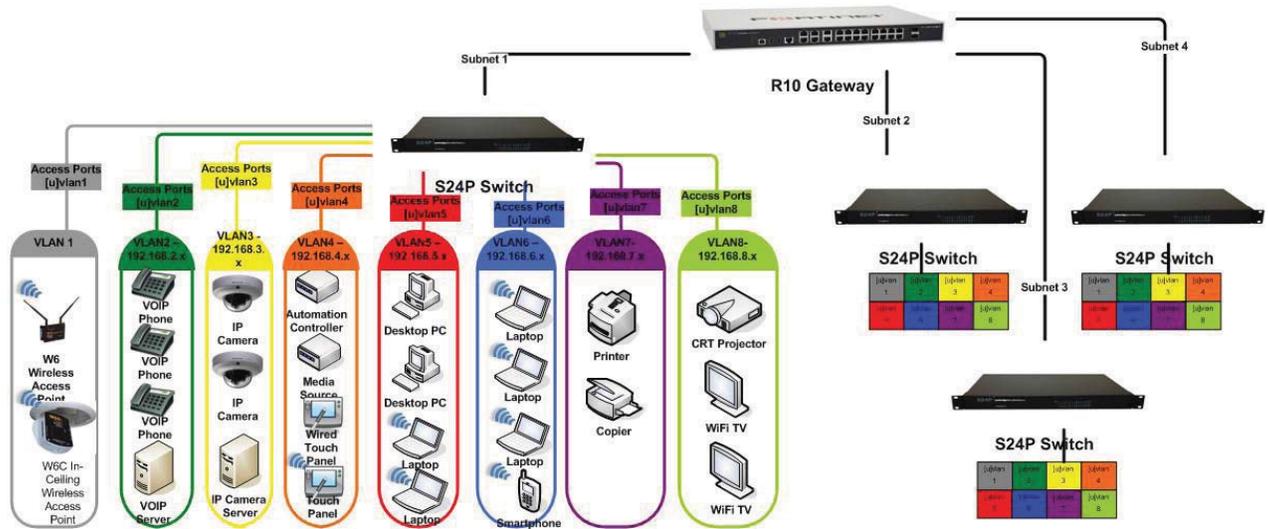
Thousands of applications can be controlled on a granular basis - allowing users to block things like video or file transfer functionality without blocking web browsing, instant messaging, or other important network capabilities.

Enhanced Throughput and Capacity

The R10 is designed as the ultimate network backbone. Built to handle thousands of connected devices (up to 2.5 million sessions) and designed with dual-processor architecture for enhanced throughput, the R10 continues to perform optimally even when under extreme network loads. Thanks to TruStream and other Packedge technologies, the R10 is able to handle even latency-sensitive traffic like VoIP devices, streaming video, gaming, and other problem data-types even while under the heavy loads that can be generated in businesses, hotels, and other high-traffic environments.



A/V Features at the Network Edge



The R10's powerful network edge functionality allows it to function as a gateway even for massive, sprawling networks with multiple switches, PoE injectors, APs, A/V devices, computers, VoIP phones and control devices beneath it on the network tree.

The R10's powerful architecture is designed to allow a multiple subnet, multiple VLAN network while remaining simple to use, easy to set up, and, when set up with other Pakedge devices, allows a massive network infrastructure to be built with little to no configuration. Powerful plug-and-play features work right out of the box, and network configuration and management are made simple with BakPak.

With such large networks, Pakedge Network Bonding becomes particularly important. Network Bonding creates a single unified network even in networks with multiple subnets while still preserving the important features of VLANs - namely, preventing broadcast storms and allowing subnet-by-subnet control. Pakedge Network Bonding allows users to stream information across VLANs or

even across subnets, creating a network with all the upsides of a highly-segmented network with multiple separate subnets while allowing streaming from consumer devices and use of common control systems as would be used on smaller networks.

With its powerful security features, plug-and-play functionality, and A/V focus, the R10 is the unifying gateway for the network edge at businesses, hotels, and large installations with hundreds or thousands of networked devices competing for room on the network - providing the final crucial piece to the Pakedge promise of Total Network Harmony.

Dimensions and Specifications

Hardware Specifications	
10/100/1000 Interfaces (RJ-45)	20
GbE SFP Interfaces	2
USB (Client/Server)	1/2
RJ-45 Serial Console	1
Internal Storage	16 GB
System Performance	
Firewall Throughput (1518/512/64 byte UDP packets)	2500/1000/250 Mbps
Firewall latency (64 byte packets)	37 μ s
Firewall Throughput (packets per second)	300 Kpps
Concurrent Sessions (TCP)	2.5 Million
New Sessions/Sec (TCP)	22,000
Firewall Policies	10,000
IPSec VPN Throughput (512 byte packets)	450 Mbps
Gateway-to-Gateway IPSec VPN Tunnels	1,500
Client-to-Gateway IPSec VPN Tunnels	5,000
SSL-VPN Throughput	300 Mbps
Concurrent SSL-VPN Users (Recommended Max)	200
IPS Throughput	950 Mbps
Antivirus Throughput (Proxy Based/Flow Based)	300/700 Mbps
Virtual Domains (Default/Max)	10/10
High Availability Configurations	Active/Active, Active/Passive, Clustering

Dimensions and Power	
Height	1.75 in (44mm)
Width	17.01in (432mm)
Length	11.61in (295mm)
Weight	9.4lb (4.3kg)
Rack Mountable	Yes
AC Power	100-240 VAC, 60-50 Hz
Power Consumption (AVG/Max)	52.6/63.1W
Heat Dissipation	215.3 BTU/h
Environment and Compliance	
Operating Temperature	32-104
Storage Temperature	-13 to 158
Humidity	20% to 90% non-condensing
Compliance	FCC Part 15 Class A, C-Tick, VCCI, CE, UL/cUL, CB
Certifications	ICSA Labs: Firewall, IPSec, IPS, Antivirus, SSL VPN



Key Benefits

- Gigabit, High-Powered Power-over-Ethernet Injector
- Supplies up to 25.5Watts of power over a Cat5e or Cat6 Ethernet cable and is in full compliance with the IEEE 802.3at (PoE Plus) standard
- Ethernet surge/overload/short circuit protection to prevent device damage
- 48V insertion to eliminate voltage drops due to cable length
- Automatically detects if the connected device is PoE-enabled to avoid sending power to a non-PoE device
- Advanced switching technology and a robust metal housing to allow placement in any interior environment
- Internal power supply: supports 100 – 240VAC input power
- FCC and CE approved
- RoHS compliant

PI-05

PI-05 HIGH-POWERED GIGABITPoE INJECTOR, IEEE 802.3at-COMPLIANT

Pump up the power with the Pakedge PI-05! The PI-05 is a high-powered Gigabit IEEE 802.3at-compliant PoE injector which powers PoE-Plus compliant devices. It delivers unprecedented technology, is compact, and is enclosed in a heavy-duty, heat-dissipating metal housing which ensures durability and maximum cooling.

The Gigabit PoE technology is an innovative solution that eliminates the need for a nearby electrical outlet to power network devices such as IP cameras, wireless access points, and VoIP phones. In addition, it carries Ethernet at Gigabit speeds.



This new and improved power injector can now power devices that require up to 25.5 Watts. For example, it can power six radios on a concurrent dual-band wireless access point or a higher-resolution IP camera. The PI-05 protects against damage to non-compliant equipment by withholding power until it detects a valid PoE signature from the devices attached to the Ethernet cable. In addition, voltage is inserted at 48V into the Ethernet cable, so the installer does not need to worry about voltage drops due to cable length.

The PI-05 will power any device fully compliant with the IEEE 802.3at standard, and is functional directly out of the box. It is completely plug-and-play and does not require additional programming or software.

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PI-05 SPECIFICATIONS

SUMMARY

Standards	Complies IEEE802.3at and IEEE 802.3af (PoE) IEEE 802.3, IEEE 802.3u, IEEE 802.3x, IEEE 802.3ab
Interface	PoE+Power Output: One 10/100/1000Mbps RJ-45 port Ethernet Data In: One 10/100/1000Mbps RJ-45 ports One AC Power socket
RJ45 Data	Pin In: 1, 2, 3, 4, 5, 6, 7,8 for Ethernet Pin Out: 1, 2, 3, 4, 5, 6, 7,8 for Ethernet (4,5,7,8 for DC)
Cable Connections	RJ-45 (10BASE-T): Category 3,4,5 UTP RJ-45 (100BASE-TX): Category 5 UTP RJ-45 (1000BASE) : Category 5,6 UTP
Transmission Mode	10/100/1000, Gigabit, Auto-Negotiation (Full-duplex, Half-duplex)
LED indications	One Power and One PoE
Housing	Dimensions: 6" x 2.9" x 1.4" Weight- 0.8lbs Material- Metal
Temperature	Operating: 41°F ~ 113°F / 5°C ~ 45°C Storage: -4°F ~ 131°F / -20°C ~ 55°C
Humidity	Operating: 10%~90% RH, non-condensing Storage: 5% ~ 95% RH, non-condensing
Certification	FCC, CE, Class A
Minimum Power at the PSE Output	30W
Allowed PSE Output Voltage	50 – 57 V
Nominal PSE Output Voltage	53 VDC
Maximum DC Cable Current	600 mA per pair

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Key Benefits

- Auto-Ping and Reboot: Connect a device to a specific outlet and provide the P20 with the IP address of the device. The P20 will ping the device at a defined period and if it does not get a reply, the device will be rebooted.
- iPhone, iPad and iPod Touch Remote Control: The Pakedge BakPak app will allow you to power cycle any port remotely.
- Remote Control through Email: Using emails, the P20 can be used to manage the system's outlets and devices when access to the LAN is not available. The user can send commands to the P20 via emails, such as rebooting or powering off specific outlets. With configurable alerts, you can define visual, audible, and email alarms, including alerts of impending overloads, with full logging
- Configurable Power-Up and Shutdown: Configure the P20 to power on/off in the proper startup/shutdown sequence required by dependent hardware and protect sensitive equipment against power flooding.
- Secure Network Control: Configure features through the secure, Web-based interface, CLI or SNMP.
- Industrial Housing: The P20 housing is heavy-duty steel, and it comes with brackets for easy rack or wall mounting.
- Web-Based Monitoring: Monitor power usage and environmental temperatures of each PDU in real time with a true-digital RMS current meter. The P20 has the option to send warning messages when the aggregated AC, drawing from a system, crosses a pre-defined threshold.

P20

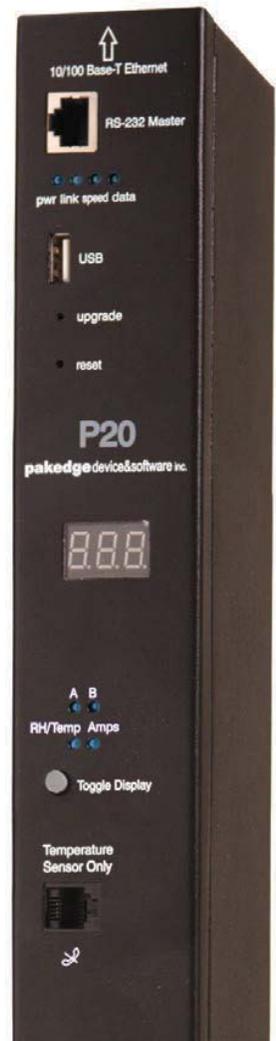
MODEM / ROUTER BOOT SEQUENCE POWER DISTRIBUTION UNIT WITH PAKEDGE BACKPAK APP

The Pakedge P20 modem/router power distribution unit provides unprecedented convenience and control, including full remote control of on/off sequencing to power-up and shut down sensitive equipment in the proper sequence, and also to avoid power flooding at startup. Out of the box, the P20 is pre-labeled for easy installation: just plug in the modem, router and switches into the pre-labeled outlets, and you are ready to go.

Equipped with an Auto Ping Server, the Pakedge P20 can ping network devices periodically. If it does not receive a reply, it will power cycle the device. It also sends out an email to both the end user and the dealer informing them of what happened and when the issue is resolved. This innovative feature will save you time and money!

Use the secure, browser-based, builtin GUI to remotely configure, monitor, and operate the individual PDUs in your network. The P20 can be fully controlled by CLI so that you can control outlets by your home automation system, such as Crestron, Savant, Control4, etc. In addition, you can power-cycle ports remotely using your iPhone, iPad and iPod Touch by downloading the Pakedge BakPak App.

The P20 is extremely easy to install. It is rack and wall-mountable and has a flexible form factors. The device is also equipped with an optional heat and humidity sensor. The P20 is the perfect device to power and monitor all of your devices. Save time, money and effort in an instant!



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P20 SPECIFICATIONS

Input current	15-40 Amp
Input Voltage	100-240 VAC
Output	(20) NEMA 5-15 Outlets
Dimensions	2.0 x 2.75 x 55 W x D x H
Console port specs	Baud Rate: 115200, 8 Data bits, No priority, 1 stop bit, no flow control.
Network Protocols	ICMP, IP, TCP/UDP, DHCP, Telnet, DNS, POP3/SMTP, SNMP, HTTP
Display	26 LEDs - 3 digit display
Operating Temperature	32°F - 122°F (0°C - 50°C)
Storage Temperature	-20°F - 140°F (-29°C - 60°C)
Humidity	10-90% RH

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P8 and P8E

Modem/Router Boot Sequence Power Distribution Unit With Remote App Control and CLI Interface

The Pakedge P8 and European model P8E modem/router power distribution units give you unprecedented convenience and control, including full remote control of on/off sequencing to power-up and shut down sensitive equipment in the proper sequence, and avoid power flooding at startup. Out of the box, the P8 and P8E are pre-labeled for easy installation. Just plug in the modem, router and switches into the pre-labeled outlets, and you are ready to go.



The Pakedge P8 and P8E are equipped with an Auto Ping Server. It pings each device every 1.5 seconds and if the PDU does not receive a reply back it will power cycle the device. It then sends an email to both the end user and dealer informing them of the event and that the issue is resolved. This innovative feature will save you time and money!

Use the secure, browser-based built-in GUI to remotely configure, monitor, and operate the individual PDUs in your network. The P8 and P8E can be fully controlled by CLI so that you can control outlets by your home automation system such as Crestron, Savant, Control4, etc. In addition, you can power cycle ports remotely using your iPhone, iPad or iPod Touch by downloading the Pakedge BakPak App.



The P8 and the P8E are extremely easy to install. They are rack and wall mountable and have flexible form factors! The P8 and P8E are the perfect products to power and monitor all of your devices. Save time, money and effort in an instant! These devices are also equipped with optional heat and humidity sensors that are sold separately.



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Key Features:

- Auto-Ping and equipment reboot. Connect a device to a specific outlet and provide the P8 or P8E with the IP address of the device. The PDU will ping the device every 15 seconds and if it does not get a response, the device will be rebooted.
- iPhone, iPad and iPod Touch Remote Control. The Pakedge app BakPak will allow you to choose your switch, and power cycle each individual port remotely.
- Remote Control by using email: Using emails, the P8 or P8E can be used to manage the systems' outlets and devices when access to the LAN is not applicable. The user can send commands to the P8 or P8E via emails such as rebooting or powering off specific outlets. Also with configurable alerts you can define visual, audible, and email alarms, including alerts of impending overloads, with full logging.
- Configurable Power-up and Shutdown. Configure PDUs to power on/off in the proper startup/shutdown sequence required by dependent hardware, and protect sensitive equipment against power flooding.
- Secure Network Control. Configure the following features for each PDU through the secure, Web-based interface, CLI or by SNMP: switch on/off, recycle, lock power (to prevent unauthorized power-ons), reboot unresponsive network hardware. The PDU-RM8 is fully IP-addressable using the built-in secure Web interface.

(continued on next page)

P8 and P8E Specifications

P8 General Specifications

Power Input	1
Power Outlets	8
Power Input	NEMA5-15P
Outlet Type	NEMA5-15
Input Current	15 Amp
Input Voltage	110/220 V
Dimensions	W: 19" (482mm) L: 7" (180mm) H: 1.75" (44mm)
Ethernet	10/100 Base-T
Network Protocol	ICMP, IP, TCP, DHCP, Telnet, DNS, POP3/SMTP, SNMP, HTTP, and BootP
Temperature	-25 - 60 °C
Humidity	10-90% RH

P8E General Specifications

Power Input	1
Power Outlets	8
Power Input	IEC-C14
Outlet Type	IEC320-C13
Input Current	15 Amp
Input Voltage	110/220 V
Dimensions	L: 6.0" (152mm) W: 5.4" (136mm) H: 2.5" (64mm)
Ethernet	10/100 Base-T
Network Protocol	ICMP, IP, TCP, DHCP, Telnet, DNS, POP3/SMTP, SNMP, HTTP, and BootP
Temperature	-25 - 60 °C
Humidity	10-90% RH

(continued from previous page)

- **Industrial Housing.** The P8 and P8E housings are made of extremely heavy-duty steel. They come with brackets for easy back of the rack or wall mounting.
- **Web-based Monitoring.** Monitor power usage and environmental temperature of each PDU in real time, with a true-digital RMS current meter. The P8 and P8E have the option to send warning messages when the aggregated AC draw from a system crosses a pre-defined threshold.

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Please visit our website for up-to-date support information:

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Key Features:

- Compliant with IEEE802.3z Gigabit Ethernet Standard
- Compliant with Fiber Channel 100-SM-LC-L standard
- Small form pluggable (SFP) package
- Duplex LC connector
- Differential LVPECL inputs and outputs
- Single power supply 3.3V
- TTL signal detect indicator
- Hot Pluggable
- Class 1 laser product complies with EN 60825-1

GBIC-MMF

1000Base-SX GBIC Module (MMF), 550m (1804 feet) - designed to work with multimode fiber (orange).

GBIC-SMF

1000Base-LX GBIC Module (SMF), 20km (12.5 miles) - designed to work with single mode fiber (yellow).

The Pakedge GBIC-MMF and GBIC-SMF connectors are used to convert copper to Fiber connections on Pakedge switches that contain SFP ports. Use GBIC-MMF for multi-mode fiber connections and GBIC-SMF for single-mode fiber connections.

A variety of applications require maximum flexibility, you can have it with these connectors. Rich with features and robust design make these the ideal option for those using optical fiber connections through the SFP port.

Applications:

- Applications where Copper Cat6/5e Gigabit Cannot Support
- Cable runs greater than 300 feet
- High Electromagnetic Interference
- Highest Speed Switch to Switch Interface
- High Speed I/O for Media Server Applications



Convert copper to fiber on Pakedge switches that contain SFP ports



Specifications

Model Number	Bit Rate (Mbps)	Wavelength (nm)	Media	Distance	TX Power (dBm)	RX Sensitivity (dBm)	Temp. (°C)
GBIC-MMF	1250	850 (VCSEL)	MMF	550m	-4 ~ -9.5	<-18	0 ~ 70
GBIC-SMF	1250	1310 (FP LD)	SMF	20km	-3 ~ -9.5	<-20	0 ~ 70

Note 1: MMF: Multimode Fiber, SMF: Single-mode Fiber.

Note 2: Transmission distance varies with each system design. Therefore, it is not official and should be considered for reference only

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Key Features

BakPak Anywhere

The NP36 allows users to use the BakPak app to view, manage, and repair multiple networks from any smartphone or PC anywhere in the world.

Easy Setup

Simple to set up and configure. Just plug into your existing network and BakPak will do the rest.

Sleek A/V Look

The NP36 has a sleek, rack-mount A/V aesthetic that will complement existing network equipment perfectly.



NP36 Network Patroller

The NP36 Network Patroller is a breakthrough device designed to facilitate the BakPak Cloud Management Service by Pakedge to allow integrators to view, manage, and maintain the network functionality of fully integrated A/V networks from anywhere in the world. Specifically designed for network integrators looking for an all-in-one management solution for the integrated network systems of multiple end-users, and designed with a sleek, rack-mountable A/V aesthetic, the NP36 is the ideal way to save on support, maintenance, and all-around headache while viewing, managing, and servicing networks from the comfort of an office or mobile device.

Fully BakPak integrated

BakPak is a groundbreaking cloud and smartphone-based app designed to allow a fully unified, cloud-based approach to network reporting and maintenance. BakPak allows users to view device health across the network, power cycle devices, control PoE ports, receive configurable alerts via email, SMS, or Smartphone app, and even add third party devices for a fully unified network management experience.

BakPak can be used on nearly any commonly used platform, with settings and updates taking place in real-time across platform. BakPak is compatible with Android, iOS, and common web browsers.



Interfaces	
Total Network Interfaces	2
Auto MDX auto-sensing 10/100/1000 (Copper, RJ-45)	1
Console Port (Copper, RJ-45)	1
USB Interfaces	2 (USB 2.0)
HDMI Interfaces	1
Dimensions	
Height x Width x Depth	1.675in x 17.026in x 9.202in (4.254cm x 43.246cm x 9.202cm)
Weight	7.35lbs (3.33kg) - Controller 9.7lbs (4.39kg) - Packaged
1U Rack Mountable	Yes

Environment	
Power Input	110-240v AC
Power Consumption	55w
Operating Temp	0°- 40°C (32°-104° F)
Operating Humidity	95% non-condensing
Storage Temp	-20°- 80°C (-4°-176° F)
Storage Humidity	95% non-condensing

Management	
Configuration	Web user interface, CLI, SNMP v1, v2, v3
AAA	RADIUS (v2)
AP Provisioning	Auto-upgrade, Auto channel & power optimization, VLAN tagging, Spanning Tree, Heat Map (v2)
Centralized Management	Supported
Centralized Reporting	Supported

Package Contents	
NP36 Cloud Network Manager, Console Cable, Rack Mounting Hardware, Power Cable and Quick Start Guide	

View BakPak from any internet connected device



Easy Set-Up

Download The BakPak app for your iOS or Android Device.

Register Your NP36 on mybakpak.com during the initial setup.

Connect to your NP36 with BakPak on your smartphone or through the web app on mybakpak.com



Odor Control Plan

Appendix C.2.c

C.2.c Odor Control

C3 has developed redundant odor control systems in order to eliminate Volatile Organic Compounds (VOC's). Andras Kirschner designed the facility and will work with Mechanical engineers when designing the HVAC systems in order to address the issues of odor control. Activated Carbon filters will be utilized to clean the air of VOC's. The filters will be mounted on the ceiling and exhaust through vents into a second stage treatment room. Each 1,500 square foot flower room will be have a volume of 21,000 cubic feet and be equipped with properly sized fans and filters so that all of the air within the room can be exchanged within one minute. This air exchange will happen at minimum four (4) times per hour. Exhaust fans will be regulated by temperature, CO2 and humidity and integrated into the HVAC system. Fresh conditioned air will be allowed in through damper controlled HEPA filtered intakes.

A number of controls are associated with the containment, collection and treatment of odors. They include:

- Proper Ventilation rates
- Negative Pressure
- Airstream characteristics
- Activated Carbon Filtration
- Two Stage Filtering

These controls have been addressed in the planning and implementation of the C3 odor control systems.

Activated Carbon Exhaust

Activated carbon adsorption is effective for removing odorous compounds such as VOCs from air emissions. Granular activated carbon (GAC) is an extremely effective adsorbent because it possesses a high surface area per unit weight, an intricate pore structure, and a primarily hydrophobic surface. Bituminous coal and coconut shell are the most widely used sources for manufacturing GAC because they create an activated carbon with good physical properties and excellent porosity. Carbon filters remove 99% VOCs of less than 30 microns, including acetone & acetate compounds, alcohol compounds (butyl base, ethyl base, methyl base & propyl base), animal odors, benzene compounds, cooking odors (low humidity), diesel fumes, epoxy resin odors, glue odors, paint odors, all plant odors, pollens, some poisons, odor-bearing smoke particles, and most welding fumes.

Recirculating Carbon Filters

While air is not being actively exhausted it will be filtered through activated carbon filters and circulated within the room. Air will circulate horizontally within each room through a multistage filter. The air will pass primary and secondary filters, then through the 5 trays of Custom Charcoal. Electronically controlled dampers and exhaust fans will be integrated into the HVAC system in order to control temperature, CO2, and humidity.

Negative Pressure

As air is exhausted from the room a pressure gradient will draw in conditioned fresh air from the HVAC system. Temperature and humidity will be controlled by a computer system. Air intakes will be controlled by electric dampers, which will regulate the amount of fresh air brought into the rooms while the exhaust fans are on. A slight negative pressure will be maintained in order to insure that no unfiltered air escapes the rooms. Air will be exhausted from the top as heat and VOCs rise. This systems ensures that stale air is not recycled within the grow room and that heat is exhausted as efficiently as possible. Considerable air movement through the foliage can be achieved without inducing stress.

Two Stage Filtration

All air that is exhausted from rooms where marijuana is growing, processed or stored will be ducted through carbon filters into a specially designed second stage treatment room. The air in this room will again be cleaned with Carbon Filters before being exhausted into the surrounding environment. This room will have negative pressure and act as a redundant odor control.

UV Air Purifier

The UV Air Purifier is designed to change the molecular structure of the contaminants through DNA Sterilization and Photo-Oxidation using UV-C, destroying both biological and chemical contaminants. It will kill mold, bacteria and viruses. The Purifier is mounted inside air handler or ductwork.

- Destroy mold, bacteria, and spores
- Ozone Free
- Low Power Consumption
- Cleans your entire room volume of air hundreds of times per day

Maintenance and Replacing of Filters

Carbon filters require little or no maintenance if run within specifications; in particular with an exhaust humidity of less than 80%. A humidistat positioned near the exhaust will confirm this condition. Anti-dust socks are made from a specialist fabric, these are hand and machine washable. Using an anti-dust sock leads to an extended filter life, with a small increase in resistance within the system. Two sizes of anti-dust sock are available for each filter size: one size sits inside the filter, the other around the filter. In both cases, the air passes through the anti-dust sock before it passes through the carbon. C3 will regularly inspect the exhaust air to check for VOC's. Filters will be replaced ahead of the recommended replacement schedule.

Staff Handbook

Appendix C.2.d

C.2.d Staff Handbook: Table of Contents

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1. The C-THREE Mission

C-THREE's mission is to provide the highest quality medical marijuana and ingestible items to registered dispensaries in Connecticut.

2. The C-THREE Vision

The company vision is to set the highest operational and quality standards for bio-safe, indoor marijuana cultivation. C-THREE will demonstrate that medical marijuana can be cultivated, processed, and distributed as if it were Schedule II Controlled Substance. C-THREE will work to build a socially and environmentally responsible business focused on contributing positively to Connecticut.

3. Federal Prosecution

The United States Congress has determined that marijuana is a controlled substance and has placed marijuana in Schedule I of the Controlled Substance Act. Growing, distributing, and possessing marijuana in any capacity, other than as a part of a federally authorized research program, is a violation of federal laws. Connecticut's law authorizing the Connecticut's medical marijuana program will not excuse any registrant from any violation of the federal laws governing marijuana or authorize any registrant to violate federal laws.

4. Goals & Expectations

C-THREE's commitment to excellence will be driven by the efforts of its staff. C-THREE expects each staff member to pursue an unwavering desire to serve licensed dispensaries and registered patients throughout Connecticut. All C-THREE staff shall read and follow the policies and procedures contained herein.

4 (a) Commitment to Quality Products

C-THREE will strive to provide the highest quality products to its client dispensaries. Refined cultivation methods, proprietary facility, and the specialized capabilities of C-THREE Staff and Management will enable the company to execute this vision.

4 (b) Educational Materials

C-THREE will educate registered dispensaries and patients through the use of informative product labeling, printed informational materials, online presentations, and face to face communication.

4 (c) Sustainable Growth

C-THREE will explore and implement sustainable building and operational practices throughout the life of its business with the goal of completely offsetting the company's carbon footprint. The company development schedule includes a detailed plan for capital improvements to the Cultivation Center. Aside from planned capital improvements C-THREE's will use biodegradable materials,

reclaimed building materials and non-toxic cleaning solutions wherever possible. C-THREE will also employ its Expanding Concentric Order (E.C.O.) policy when sourcing materials and supplies in an effort to minimize the company’s carbon footprint. (*E.C.O. and the C-THREE development schedule are further detailed in the Environmental Plan*)

4 (d) Setting New Standards

C-THREE will strive to set new standards of excellence in the medical marijuana industry. C-THREE will demonstrate the capability to securely manufacture and distribute a controlled substance. C-THREE and its staff shall strive to meet the quality standards of the pharmaceutical manufacturing industry at large.

5. Training & Education

C-THREE staff shall receive an **Operations Manual** when hired. The Operations Manual will contain the Staff Handbook and Emergency Manual. C-THREE Management shall actively compile data from reliable sources such as Americans for Safe Access, NORML, the International Cannabinoid Research Society, and various scientific journals to aid in the development of all C-THREE materials. Staff will be encouraged to contribute to the effort of continually building the C-THREE knowledge base. Training will be held twice a year as policies and procedure are updated.

5 (a) Training Schedule

All Staff will be required to complete a two week training schedule covering the following information:

1) Marijuana Certification

- Marijuana History
- Phytochemical Constituents and their Effects
- Therapeutic Properties
- Prohibited Behavior
- Proper Handling & Distribution
- Product Safety
- Preventing Diversion
- Methods of Administration
- Titration & Over Dosage
- Harm Reduction
- Substance Abuse
- The Federal Controlled Substances Act
- Advertising, Promoting, and Marketing

2) Standard Operating Procedures

- Bio-Safety
- Information Security

- Inventory Protocol / Diversion Prevention
- Intellectual Property

3) Company Goals

- Stringent quality control
- Top notch customer service
- Environmental Plan
- Civic Revitalization

4) Company Structure

5) Cultivation Practices

6) Training Review

6. General Polices

The policies listed below will ensure a mutual understanding between management and staff as to what C-THREE requires of its employees and leadership.

6 (a) Alcohol, Tobacco, & Drugs

The use of Alcohol, Tobacco, and Drugs is strictly prohibited in all C-THREE facilities.

6 (b) Background Checks

C-THREE shall pay to conduct a background check of each manager, director, and staff member as required by the Regulations.

6 (c) Accommodations for Disabilities

C-THREE will comply with the Americans with Disabilities Act, and other applicable federal, state and local laws to ensure equal opportunity for qualified persons with disabilities.

6 (d) Security & Emergencies

Staff is required to read and sign the affidavit at the end of the Operations Manual, which contains the Staff Handbook and Emergency Manual.

6 (e) Opening & Closing the Cultivation Center

C-THREE staff shall ensure that the Cultivation Center always meets the **Minimum Staffing Levels** set forth in of the Regulations by following the Opening and Closing procedures listed below.

Opening the Cultivation Center

1. The two security personnel shall arrive 30 minutes before any member of the cultivation staff and secure the premises.

2. Staff shall arrive at the Cultivation Center after sunrise in order to minimize the risk of criminal incidents.
3. All staff members shall enter the secure parking area immediately upon arrival using the proximity-card access system at the perimeter gate.
4. Opening staff members shall enter the Cultivation Center building through a biometric locked door and sign in for work using the computer at the security desk within the main entrance.
5. After gowning staff members working in the Restricted Access Areas shall complete the morning walk-through of the entire Cultivation Center. During this walk-through staff shall screen for any evidence of attempted intrusion and/or systems failure. Staff shall also verify the full inventory of living plants, stored marijuana, and ingestible items.
6. Once the walk-through is complete staff shall mark the task as complete and record any pertinent notes in the daily operational log.

Closing the Cultivation Center

1. Staff shall complete a closing walk-through of the cultivation facility to visually verify that all systems are functioning properly.
2. The CHS and/or DHS shall save all data and log out of the computer workstations within the Monitoring Room. The Ingestible Item Preparer shall verify that all cooking equipment is turned off and that all prepared goods are securely stored.
3. After de-gowning all cultivation staff members shall proceed to the security desk.
4. The security guard shall complete a final screening of all access points to the Cultivation Center using the digital surveillance system, door position indicators, and intrusion detection system.
5. All staff members shall sign-out using the computer at the security desk before exiting the facility.
6. After Staff has exited the premise, the security guards shall arm the intrusion detection/alarm system, and exit the Cultivation Center building within one minute.
7. Staff shall proceed to vehicles and exit the premises in a timely manner.

6 (f) Personnel Records

C-THREE will keep up to date records of all staff, management, and directors. These records will be furnished to the Board upon request, but will otherwise be kept confidential. Personnel records will only be accessible by the Chief Horticultural Scientist and management.

Personnel files shall include:

- A copy of your registration I.D. card;
- Driver's license, or other state-issued photo ID;
- Employment application with the accompanying documents;
- A documented background check;
- The job description of the Staff member's position;

- Documents detailing the completion of all required training;
- Performance evaluations; and
- Records of any disciplinary action.

6 (g) Confidential Documents

All operational information, books and records created by C-THREE staff, management, and directors shall be considered confidential. Confidential information shall not be shared with the public as set forth in the non-disclosure agreement signed by all staff, management, and directors. Any staff member who violates confidentiality will be promptly terminated. Digital copies of these records will be routinely backed up and kept in a double locked location.

6 (h) Responsible Conduct

C-THREE believes all employees must uphold the highest level of personal integrity both on the job and off. Failing to do so will result in disciplinary action.

6 (i) Lawful Operation

C-THREE staff and management shall ensure that the Company is operating in lawful accordance with the Act at all times.

- C-THREE shall provide medical marijuana, ingestible items, and paraphernalia to registered dispensaries only.
- C-THREE shall only distribute medical marijuana, and ingestible items that have been tested, and quality checked to verify that they are free of contaminants and/or potentially harmful pathogens.

6 (j) Incident Reporting

All incidents including but not limited to those listed below shall be reported by completing and submitting the designated incident report form to the supervisor.

- Witnessing unlawful activity by a Staff member.
- Having been the victim of a robbery or attempted robbery.
- Evidence of intrusion into the Cultivation Center.
- Harassment of any kind.
- Violent behavior of any kind.
- Witnessing substance abuse by a Staff member or having reason to believe a Staff member is abusing a substance.
- Discovering evidence of theft or diversion of C-THREE products or information.

6 (k) Food & Drink

C-THREE Staff are prohibited from consuming food in all places except the designated conference room.

- Food shall only be consumed in the company lounge.

- Drinks are permitted on the premises but they must be in a container with a spill proof lid.
- Disposable containers with pop-tops or cups without lids are prohibited.

6 (l) Safe Conduct

Staff shall take personal responsibility for the safety of themselves, fellow staff members, and registered patients, at all times.

6 (m) Cleanliness

Standards of cleanliness as discussed in the policies and procedures shall be upheld at all times.

6 (n) Solicitation & Loitering

C-THREE will not tolerate any solicitation or loiter within the immediate vicinity of the cultivation center. This policy shall be publicly displayed with easily visible signage on the exterior of the business. If any persons or vehicles are loitering within the immediate vicinity law enforcement shall be notified.

6 (o) Cell Phone & Computer Use

- Staff is prohibited from making personal cell phone calls while working.
- Personal calls shall be made on company phones during breaks, lunch, or after hours.
- Using cell phones to take pictures of either the interior or exterior of the Cultivation Center is strictly prohibited and shall be considered a direct violation of the non-disclosure and confidentiality agreement.
- C-THREE computers are to be used for business purposes ONLY.

6 (p) Ethics & Conflict of Interest

- Staff shall not record, divulge, or steal any confidential information or material that they are given access to while employed at C-THREE including, but not limited to:
 - Proprietary cultivation and processing techniques;
 - Material and vendor lists;
 - Details of custom built cultivation systems, and
 - Plant materials.
- Any breach of this agreement is grounds for immediate termination of employment.
- Staff shall sign a Conflict of Interest Disclosure and Confidentiality Agreement prior to signing an employment contract.

6 (q) Education

C-THREE shall strive to educate registered dispensaries, patients, staff and the public at large. The Company will keep up-to-date material on all marijuana related news and scientific research and will make it available to .

Patient Education

C-THREE will bundle its products with informational materials to be made available for distribution to registered patients via client dispensaries. Additionally, C-THREE will present information about the company's product offerings via its website.

Staff, Management, and Director Education

Staff, management, and directors shall maintain a familiarity with C-THREE products and its cultivation practices. Staff, management, and directors shall also work to continually educate themselves about issues related to marijuana, marijuana research, and the other economic, environmental, and societal issues addressed by the Company Vision and Goals.

6 (r) Holidays

C-THREE staff will have 8 paid holidays each year:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas

7. Employment Contract Policies

C-THREE will use the policies listed below to safeguard standards of behavior and business practices.

7 (a) Equal Opportunity

C-THREE will not discriminate against any individual or permit discrimination by any staff member against any individual on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, age, disability, veteran or status in matters of services.

7 (b) Job Description & Confidentiality

All staff shall read and sign an employment contract which includes a list of duties specific to that position, qualifications, a Conflict of Interest Disclosure and Confidentiality agreement, and other details of C-THREE employment policies.

7 (c) Probation Period

The probation period applies to all new staff. This period, designed to be mutually beneficial to both C-THREE and the staff member, will allow you and your supervisor to determine whether or not you are suitable for a particular position. This probationary period will last 90 days and can be extended if agreed upon by

the Chief Horticultural Scientist and C-THREE Management.

7 (d) Attendance

Attendance will be an important measure of your job performance and may be a factor in disciplinary actions. If you are unable to report for work because of illness or other unavoidable causes, notify the Chief Horticultural Scientist as soon as possible and before you are scheduled to begin work. If the CHS is not available, notify C-THREE Management. When you know in advance that you will be absent, you should make the necessary arrangements with your supervisor. Absenteeism that is determined to be excessive, considering the particular circumstances, may lead to disciplinary action up to and including termination.

7 (e) Management Structure

The small size of the C-THREE team will enable the company to employ a relatively simple management structure focused on building reciprocal relationships between staff and management. The Security Guards, Ingestible Item Preparer, and Deputy Horticultural Scientist are under the supervision of the Chief Horticultural Scientist. The CHS communicates directly with C-THREE Management and will also co-chair the peer evaluation meetings.

7 (f) Harassment and Sexual Harassment

In order for C-THREE to meet its goals the working environment must be free of conflict. Harassment of any kind will not be tolerated. Any reported incident of harassment shall be promptly investigated. If it is verified, the staff member who perpetrated the offense shall be disciplined, suspended, or terminated depending on the specific nature of the incident.

Unlawful sexual harassment may take many forms, including:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Making sexual gestures; displaying sexually suggestive objects, pictures, cartoons, posters, calendars, or computer screens;
- Making or using derogatory comments, epithets, slurs, or jokes of a sexual nature;
- Verbal sexual advances or propositions;
- Downloading, reviewing, and/or sharing of pornography;
- Verbal abuse of a sexual nature, graphic commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations; and
- Unwelcome, intentional, and/or repeated touching of a sexual nature.

Any employee who believes he or she has been subjected to unlawful harassment should immediately bring the matter to the attention of his or her supervisor and

subsequent action will be promptly taken.

7 (g) Complaints and Disciplinary Action

All complaints will be taken very seriously whether submitted by a staff member or business client. Any complaint will be promptly followed by an investigation wherein evidence will be gathered. If the complaint is found to be substantial, disciplinary actions will be taken. These actions may include a verbal warning, written warning, suspension and/or termination. The supervisor and management will work together to make this decision.

The following actions may result in such disciplinary measures up to and including termination of employment:

- insubordination;
- poor attendance;
- use of alcohol or any controlled substance on work premises;
- theft or dishonesty;
- physical harassment;
- sexual harassment;
- disrespect or discrimination toward fellow staff members or any member of the public;
- poor performance; and
- any activity that is deemed to be in conflict of interest with C-THREE core values, goals, or mission.

7 (h) Performance Evaluations

C-THREE shall continually track and analyze the efficacy of its practices, policies, and procedures in order to meet its quality standards and goals of service. Staff members shall participate in peer evaluations to provide an accurate picture of individual performances as well as the overall performance of C-THREE as a company.

Each staff member will summarize their opinions on the performance of fellow staff and the company as a whole. These summaries shall be submitted via email to the CHS who will then provide hard copies for each staff member at a round-table discussion. Once this meeting is concluded any significant findings will be submitted to management along with the initial peer evaluations. There will be a follow up round-table discussion including management and staff where decisions will be made concerning any issues at hand. C-THREE management believes that this is an effective method of reinforcing the participatory nature of the C-THREE working environment and of furthering the development of the company.

7 (i) Working Hours

C-THREE staff will arrive and depart according to the schedule set forth by the CHS. Tardiness shall be grounds for disciplinary action as stated previously. The operational hours of C-THREE meet the **General Operating Requirements** as

set forth by the Board in the Regulations.

7 (j) Breaks & Lunches

All staff shall take at least one 15-minute break every two hours and a 30 minute lunch break.

7 (k) Wages

C-THREE will compensate all staff members at or above fair market value. The services C-THREE provides depend on each member of the team being satisfied with their pay. The wages the company will pay shall reflect the value the company places on C-THREE staff. If at any time a staff member feels unfairly compensated for his/her work, he/she is free to contact management concerning the matter.

7 (l) Worker's Compensation

Workers compensation insurance will be paid for all C-THREE full-time staff.

8. Cultivation – Policies & Procedures

8 (a) Safety

Staff shall engage in safe practices at all times. Staff members are prohibited from operating machinery prior to undergoing specific training procedures. Doing so will result in an incident report and can be grounds for dismissal.

Soil & Nutrient Mixing

- While mixing amendments staff shall wear one of the supplied respirators and a pair of safety goggles.
- When mixing liquid nutrients staff shall wear provided rubber/vinyl/latex gloves and washable apron. Take care to avoid splashing.

Equipment: Monitoring, Service, Repair, and Replacement

- Perform and log daily inspection to assure environmental control systems are functioning properly within the facility.
- Service equipment according to manufacturer provided schedule unless instructed otherwise.
- Call a licensed professional to service malfunctioning equipment so as not to void any warranty.
- Order replacement equipment one (1) week before it needs to be replaced.
- Two staff members shall be present when changing light bulbs and air filters. Shutdown necessary electrical systems prior to replacing these items.

8 (b) Cleanliness

All surfaces and work areas within the Cultivation Center shall be kept clean and orderly at all times.

8 (c) Gowning Procedures

In order to maintain a progressive bio-safe process flow the C-THREE Cultivation Center has been divided into three operational areas:

Black area – These areas are considered unsanitary and not bio-safe.

- Enter the changing area, remove shoes and sox, and place in designated storage area;
- Remove outer clothing and jewelry;
- Use the foot operated wash basin to wash hands and arms up to elbows for 1-2 minutes at least, paying particular attention to washing between the fingers and under the nails.
- Dry body completely using provided fresh towels or air dryer.
- Place used towels in designated hamper.

Grey area – Half of the gowning room is a Grey area. Access to this area is restricted to authorized personnel and visitors who have cleaned themselves. The Grey portion of the gowning room is where Staff shall shower and changes into sterile clothing.

- Sit on step over bench and put on provided clean sox as you swing each leg over. Do not allow sox to come into contact with floor in black area.
- Select the appropriate size medical scrubs. Follow this procedure as to not let the suit touch the floor. These two piece suits should be put on as follows:
 - Select the top half of the suit and put it on by pushing the sleeves through with the hands, then pulling it over the head.
 - Put on the bottom half of the suit by pushing through with the feet, one at a time so as to not let the garment touch the floor.
- Put on pair of sterile Crocs.

White Area – These areas are bio-safe clean rooms as all authorized personnel, and/or visitors must have already changed into sterile garments, head coverings, and footwear. Before entering the clean rooms the operator must:

- Be wearing clean scrubs
- Be wearing sterile Crocs
- Put on a cover cap ensuring that no hair is showing.

8 (d) De-gowning Procedures

- Sit on step over bench and remove Crocs.
- Sterilize Crocs one at a time following these steps:
 - Spray with hydrogen peroxide solution, making sure to cover all areas of the shoe;
 - Wipe down and place disposable wipes in recycling bin;
- Place Crocs on storage rack, and

- Remove dirty scrubs and place in designated hamper

8 (e) Sanitization

The company requires regular and careful cleaning using formulations of hydrogen peroxide and vinegar. In the event of serious contamination more severe actions will be taken restore the sterility of the environment. Before beginning operations of the Cultivation Center each room will be gassed by allowing a solution to evaporate while all vents and air handling units are turned off. After the recommended period of time has passed ventilation systems will be reactivated. The following additional sanitization protocols will also be followed:

Sanitizing Mixing & Feeding Equipment

- Measuring devices and utensils shall be cleaned and stored after each use to avoid cross contamination.
- Thoroughly clean the mixing tank and compost tea brewer after each use.
- The hose and pump used for dispensing liquid fertilizers shall be rinsed with water until clean after each use.
- The soil mixer shall be vacuumed and rinsed after each use.

Post-Harvest Sanitization

- Remove all soil filled pots from the flower room.
- Clear any large debris and vacuum.
- Every surface shall be sterilized using Bio Clean followed by a hydrogen peroxide rinse.
- Sanitize all hand-tools.

8 (f) Equipment Maintenance

Perform the daily walk through

A walk through of the Cultivation Facility shall be performed at the start of every work day to ensure that all equipment is functioning properly.

- Use the logbook to take note of anything not functioning properly.
- If a device such as an air conditioner fails call the designated service person immediately and update the items status.
- Plan to replace items such as cultivation lights and carbon filters one (1) week before their scheduled replacement date.

Replacing Cultivation Lights

The cultivation lights the company will use in the facility are categorized as universal waste because they contain mercury.

Two staff members shall be present when replacing cultivation lights. One staff member will be responsible for removing and replacing the burned out light. The other staff member will be responsible for taking the burned out light and providing the new light.

- Ensure that the power source of the cultivation lights being replaced is shut off before continuing.
- If the light was on wait for a few minutes until it cools down.
- The new lights should be kept in their boxes while removing the old lights.
- One staff member gently removes the burned out light and hands it to the other staff member who carefully places it in a doubled plastic trash bag.
- After placing the burned out light in the plastic bag this staff member presents the other with the replacement light which is then carefully installed.
- Take the bag containing the disposed lights and place it in the collection bin outside of the Cultivation Facility labeled “Universal Waste”.

What to do if a light breaks:

- Turn off the closest carbon filter and wall fan so no dust containing mercury is circulated through the facility.
- Grab a plastic bag to put the waste in and the provided cleaning tools.
- Use the provided cleaning tools to get as many pieces of broken material off the floor as possible and placed into the plastic bag.
- Use a piece of the provided adhesive tape to collect any smaller shards that cannot be picked up otherwise. Then use a wet paper towel to thoroughly wipe up any remaining dust until the area is completely clean and place this in the waste bag.
- Take the plastic waste bag and place it in the Universal Waste bin outside of the Cultivation Facility.
- Turn the closest carbon filter and wall fan back on.

8 (g) Receiving Shipments of Supplies

Shipments from supplies shall be received within the loading dock using the following procedure:

- Verify the contents of the shipment.
- Work with the delivery person to offload the shipment into an appropriate location within the loading dock.
- If the shipment is on a pallet cut the bindings holding the products to the pallet.
- Remove the individually packaged items and sanitize the exterior of the package according to the aforementioned Sanitization procedures.
- Only after the delivery person has exited the secured fenced in area, use a dolly or cart to move items into the floor mount pass through box. (This may require more than one trip depending on the size of the shipment.)
- Once the items are inside of the Pass Box exit back into the loading dock, making sure the door to the Pass Box is locked behind you.
- Exit the loading dock and go back through the main entrance of the Cultivation Center.
- Repeat the Cleanroom Gowning Procedures.
- Retrieve the supplies or equipment from the pass through box, bring them into

the Limited Access Area, and place them in the proper storage areas.

8 (h) Quality Assurance

Staff shall inspect all plants throughout their growth and harvest. Plants with any sign of contamination shall be safely destroyed. Ingestible Items will be inspected prior to packing. Products will be packaged following the Kitchen/Food Preparation Policies and Procedures prior to delivery.

8 (i) Integrated Pest Management (IPM)

C-THREE IPM protocol is comprised of the following elements:

1. Identifying / Monitoring Pests & Diseases

Monitoring is the foundation of IPM and requires the regular inspection of plants, insect traps, and soil samples. Be sure to monitor hard-to-see spots like back corners of the room and in between dense vegetation. Pay special attention to “hot spots” located near doors and vents. Daily observations shall be logged using the iPad. If pests are present estimate their number and record the date, time of day, temperature, and humidity. Mark infested plant with a bright-colored flag for further intervention. Staff shall scout daily for the following pests and diseases:

Insects - Spider mites, aphids, fungus gnats, thrips, and whiteflies.

Fungi and Bacteria - Powdery mildew and/or botrytis

Viruses - Hemp mosaic virus and hemp streak virus are very rare.

Nutritional Deficiencies - Diagnosed by observing characteristic symptoms on foliage. Soil and plant material will be tested to help identify exact nature of nutritional deficiencies. Once problem is identified adjustments will be made to the feeding schedule.

2. Monitoring the environment

Indoors the environment can be manipulated to help control pests. Any signs of insects can be combated by sealing the room and raising the levels of CO2 for a short period of time. The enriched air will be purged until the CO2 level is returned to 1500 ppm.

3. Choosing the proper IPM intervention

The CHS and DHS shall work together to diagnose any pests, disease, mold, or other contamination. Once the CHS and DHS have reached an agreement on what the cause of the problem is a proper solution shall be reached by consulting available reference materials and any records from previous experiences.

4. Implementing the IPM intervention

Begin the IPM intervention ASAP after infected plants have been removed from the flowering or vegetative room. Document the entire process in detail including the decision process and each step of implementation.

5. Post-intervention reassessment

Use physical observations in combination with referencing records of the IPM regiment to continually reassess the situation. After the problem has been fixed the CHS and DHS shall review the complete records of the incident. The CHS will complete the review by writing a summation/conclusion to close the case.

8 (j) Cultural Practices

Cultural and mechanical controls are preventative and consist of the following practices designed to safeguard plant health:

Maintain Proper Moisture Levels

- Avoid over watering and under watering, as these practices will increase the chances of disease and pest growth.
- Excess humidity can cause some disease and pests to flourish. Proper ventilation is critical to keeping humidity between acceptable levels.
- Avoid large day / night temperature fluctuations.

Optimize soil food web and nutrition

- Never over fertilize plants as this will predispose the plants to bacteria, fungi, and leaf eating insects.
- Augment the soil food web by adding aerated compost teas.
- Adding organic amendments to the soil augments naturally occurring biological control of pests and pathogens.
- Never add municipal sludge.

Mechanical insect trapping and monitoring

Insect traps will be used not only to monitor for pests but also to trap and kill them. Blue and yellow sticky traps shall be strategically placed throughout the growth chambers and checked daily.

Prune limbs with fungal infections or insects

Once a plant part is identified as being infected it shall be removed and placed in a plastic container and sealed. It shall then be taken back to the microscope for further identification and disposal.

Provide food, water, and habitat for bio-control organisms

C-THREE horticultural scientists may decide to employ predatory insects such as lady-bugs to control a pest population as an alternative to using pesticide. If such a course of action is taken staff shall take extra care to sustain the predatory insect population by providing food, water, and habit for the insects.

Organically Certified Pesticide Application

If a plant is identified as contaminated it shall be tagged and immediately removed to the quarantine room where the decision to treat or destroy will be made. Organic pesticides approved for use on vegetable food crops will be used

in rare circumstances.

Testing & Cannabinoid Profiling

All harvested and dried marijuana will be tested for bacteria, mold, fungi, and cannabinoid profiles prior to being prepackaged for sale to client dispensaries. At least 12 samples of each batch of harvested marijuana must be Standard Plate Count tested to verify the batch is free of bacteria, molds, and fungi. A minimum of 12 other samples must be taken from the batch for cannabinoid profiling. Cannabinoid profiling will be completed in-house using the GC/MS machine located in the Monitoring Room.

Plant to Package Screening (PTPS)

Besides the aforementioned testing C-THREE staff will conduct Plant to Package Screening. PTPS is a continual part of daily activities within the Cultivation Center and works to safeguard all C-THREE product including edible medication and other medical marijuana preparations.

9. Kitchen – Policies & Procedures

The C-THREE kitchen will be built according to Connecticut Health Department codes. The following policies and procedures will help ensure that the C-THREE Kitchen and Ingestible Item Preparer remain in compliance with the Regulations.

9 (a) Cleanliness and Hygiene

- Wear a clean apron.
- Maintain adequate personal cleanliness.
- Remove all unsecured jewelry and other objects that might fall into food, equipment, or containers, and remove hand jewelry that cannot adequately sanitized during periods in which food is manipulated by hand. If such hand jewelry cannot be removed, it may be covered by a material which can be maintained in an intact, clean, and sanitary condition and which effectively protects against the contamination by these objects of the food, food-contact surfaces, or food-packing materials.
- Wear provided sterile gloves.
- Wear, in an effective manner, hair coverings, headbands, caps, beard covers, or other effective hair restraints.
- Take any other necessary precautions to protect against contamination of food, food-contact surfaces, or food packaging materials with microorganisms or foreign substances including, but not limited to, perspiration, hair, cosmetics, tobacco, chemicals, and medicines applied to the skin.
- Wash hands thoroughly followed by hand sanitizer before engaging in food preparations, after each absence from the kitchen, and at any other time when the hands may have become soiled or contaminated.
- Wash hands and arms thoroughly before returning to work in the kitchen after visiting toilet or after hands or arms have become soiled.

- You must be free of communicable diseases, open sores, cuts or any sign of infection on hands and arms.

9 (b) Changing / Clothing

All staff including Ingestible Item Preparer shall follow the aforementioned Cleanroom Gowning Procedures. (7c)

9 (c) Sanitization

- All equipment and utensils, including counters, tables, refrigerators, ovens, hoods, racks, conveyors, proof box, etc., shall be kept clean and free from dust, dirt, insects and other contaminating materials.
- Utensils used in handling potentially hazardous foods must be cleaned after each usage and sanitized prior to reuse.
- Food contact surfaces of all equipment shall be cleaned daily and sanitized prior to usage, except for the following, which shall be cleaned as necessary to prevent contamination but need not be sanitized:
 - Flour sifters and proofers;
 - Flour handling equipment, conveyor belts, equipment housing, and structural surfaces that remain dry;
 - Bread pans, dough troughs, dividers, overhead proofers, cake tins and similar equipment and utensils.

Sanitization Procedures

Sanitization shall be accomplished by one of the following methods;

- Immersion for at least one-half (1/2) minute in clean, hot water at a temperature of at least 170 F
- Immersion for at least one minute in a clean solution containing at least 50 parts per million of available chlorine as a hypochlorite and at a temperature of at least 75 F
- Immersion for at least one minute in a clean solution containing at least 12.5 parts per million of available iodine and having a pH not higher than 5.0 and at a temperature of at least 75 F.
- When both cleaning and sanitation are required, sanitation will follow cleaning.
- Utensils and contact surfaces of equipment which cannot be immersed shall be sanitized by rinsing with one of the three solutions described in this paragraph.
- Wash cloths and steel sponges shall not be used in cleaning equipment and utensils.

9 (d) Storage

- Ingredients and packaging supplies may be stored in manufacturing rooms in original containers provided that the storage area is sufficiently removed from manufacturing and packaging areas so as to not interfere with these operations

or create a sanitation hazard.

- Packaged products, ingredients, and packaging supplies shall be stored at least six (6) inches off the floor and eighteen (18) inches from any wall to facilitate cleaning and control of rodents and vermin.
- The storage area shall be well lighted, dry, kept clean, and kept free of vermin.
- Cleaning materials and other hazardous substances shall be stored in properly labeled containers in a closed cabinet outside food preparation, and packaging rooms.

9 (e) Preventing Contamination

- All ingredients used in the preparation of food products shall be clean, wholesome, free from spoilage and properly stored so as to be protected from contamination.
- No live animals or birds shall be permitted in the Kitchen.
- No tobacco shall be used in any form during the processing and baking of food.
- All cleaned and sanitized portable equipment and utensils shall be stored above the floor in a clean and dry location in such a manner that all food contact surfaces are protected from splash, dust or other contamination.

9 (f) Packaging & Labeling

All edible medication and other preparations manufactured in the Kitchen shall be individually packaged and labeled according to the Inventory Protocols. After being packaged items must be stored in the appropriate location prior to deliver.

9 (g) Inspection Preparedness

During inspections and upon request the Ingestible Item Preparer shall demonstrate to the regulatory authority knowledge of foodborne disease prevention, application of the Hazard Analysis Critical Control Point principles, and the requirements of the regulations. The Ingestible Item Preparer must also demonstrate this knowledge by responding correctly to the inspector's questions as they relate to the C-THREE Kitchen.

The areas of knowledge include:

- Describing the relationship between the prevention of foodborne disease and the personal hygiene of a food employee;
- Explaining the responsibility of the person in charge for preventing the transmission of foodborne disease by a food employee who has a disease or medical condition that may cause foodborne disease;
- Describing the symptoms associated with the diseases that are transmissible through food;
- Explaining the significance of the relationship between maintaining the time and temperature of potentially hazardous food and the prevention of foodborne illness;

- Explaining the hazards involved in the consumption of raw or undercooked meat, poultry, eggs, and fish.
- Stating the required food temperatures and times for safe cooking of potentially hazardous food including meat, poultry, eggs, and fish.
- Stating the required temperatures and times for the safe refrigerated storage, hot holding, cooling, and reheating of potentially hazardous food.
- Describing the relationship between the prevention of foodborne illness and the management and control of the following:
 - Cross contamination
 - Hand contact with ready-to-eat foods
 - Hand washing
 - Maintaining the food establishment in a clean condition and in good repair
- Explaining the relationship between food safety and providing equipment that is:
 - Sufficient in number and capacity
 - Properly designed, constructed, located, installed, operated, maintained, and cleaned
- Explaining correct procedures for cleaning and sanitizing utensils and food-contact surfaces of equipment
- Identifying the source of water used and measures taken to ensure that it remains protected from contamination such as providing protection from backflow and precluding the creation of cross connections
- Identifying poisonous or toxic materials in the food establishment and the procedures necessary to ensure that they are safely stored, dispensed, used, and disposed of according to law
- Identifying critical control points in the operation from purchasing through sale or service that when not controlled may contribute to the transmission of foodborne illness and explaining steps taken to ensure that the points are controlled in accordance with the requirements of this Code
- Explaining the details of how the person in charge and food employees comply with the HACCP plan if a plan is required by the law, this Code, or an agreement between the regulatory authority and the establishment
- Explaining the responsibilities, rights, and authorities assigned by this Code to the:
 - Food employee,
 - Person in charge, and
 - Regulatory authority.

10. Inventory Protocol

Inventory Protocols will ensure that C-THREE remains in compliance with the Regulations. These protocols set forth effective administrative and technical requirements that guarantee the quality and safety of all C-THREE products. The Inventory Protocols are also critical to preventing diversion.

10 (a) AgriSoft Technology

Inventory shall be tracked using the AgriSoft software and hardware located inside of the Monitoring Room. This POS/inventory/security system consists of inventory tracking and barcode generating software, a barcode printer, and a wireless barcode scanner. Each item within the Cultivation Center, equipment and supplies as well as saleable products, shall bear an adhesive barcoded label. These labels will enable Staff to quickly scan and update the location of each item as they move through the business.

10 (b) Labeling Methodology

Inventory shall be divided into the following categories:

- Living Marijuana
- Equipment
- Supplies
- Bulk items
- Batch items
- Pre-Pack items
- Transport items

The labels of each of these categories shall contain — a date of origin, item number, barcode, and details specific to the product. In addition to the information displayed on the labels digital records for supplies and equipment contain more specific data such as manufacturer, supplier, last date of service, etc.

10 (c) Living Marijuana

The number of all living marijuana plants shall be recorded daily. Barcoded labels for each plant shall be affixed to the pot containing the plant. These labels shall display the date of origin, plant number, batch number, and strain of the plant. The status of each living marijuana plant shall be updated at least once per day. Specific information pertaining to the status of each plant such as soil pH, and other observational data will be added to the plant's digital record using the iPad and a wireless barcode scanner.

Cloner

- After cuttings have been taken and the cloner has been filled, a new inventory record and barcoded label shall be affixed to the cloner. This record shall contain the total number and strain(s) of cuttings inside of the cloner.

Transplanted Clones

- New inventory records and barcoded labels shall be created for the individual

plants after they have been transplanted from the cloner into small pots. A label shall be to each small pot.

- When the plants are transplanted into their final pots update the status of each plant and create a new label to be affixed to each of these larger pots.
- If at any time a label becomes unreadable it shall immediately be reprinted and replaced.

10 (d) Equipment

The status of equipment inventory shall be updated as least once a day, during or immediately after the daily walk through of the facility. Any pertinent notes shall be recorded by the CHS or DHS.

Tracking Equipment

- Create an inventory record and barcoded label for each piece of equipment upon delivery and installation.
- Modify status as needed, e.g. malfunction, requires service, replacement

10 (e) Supplies

The total amount of each supply shall be recorded daily. The CHS and Ingestible Item Preparer will set a minimum quantity limit for supplies contained in their respective facilities. Adhesive barcode labels shall be affixed to bulk packages of items such as soil, nutrients, cleaning products, food ingredients, etc... These labels shall only display a barcode and date of origin. Additional pertinent information such as supplier and price will be included in the items digital record.

Tracking Supplies

- Create an inventory record and barcoded label for each bulk package of supplies as it is acquired.
- Update inventory record daily or as supply is used.
- Replenish supply at least one week before the supply is expected to run out, allowing adequate time for delivery.

10 (f) Bulk Items

The CHS and DHS shall create Bulk items after each harvest of medical marijuana. After the marijuana has been trimmed and dried it is split into bulk quantities and placed in containers for curing and storage. Bulk item labels are for internal use only and shall contain the following information:

- Date of Origin
- Weight
- Strain
- Harvest number
- Bulk item number
- Cannabinoid profile

Tracking Bulk Items

- As necessary create inventory records and barcoded labels for Bulk items.
- Affix the barcoded labels to the exterior of the bulk containers.
- Be sure to remove old labels if you are reusing bulk containers.
- Once the bulk containers have been filled and labeled, they shall be stored in the vault.

10 (g) Batch Items

Batch items shall be created by the Ingestible Item Preparer. As batches of ingestible items and other preparations are produced they must be individually packaged for safety. Prior to sale these batches of individually packaged products will be kept in large storage containers labeled as Batch items. Batch items shall be stored in the vault. Batch labels are for internal use only and shall contain the following information:

- Date of origin
- Total weight
- Product name
- Strain of medical marijuana used in production
- Batch number
- Total pieces

Tracking Batch Items

- As batches of ingestible items are completed, individually weigh and package each piece.
- Place the entire batch of individually packaged products into the same large storage container.
- Create an inventory record and barcoded label for the Batch item.
- Affix the barcoded label to the exterior of the storage container.
- Be sure to remove or cover-up any old label with the new one.

10 (h) Pre-Pack Items

Medical marijuana ordered by client dispensaries shall be weighed out into designated quantities, packaged, and labeled by the CHS and/or DHS prior to delivery. Individually packaged ingestible items ordered by client dispensaries shall also be labeled prior to delivery. Pre-Pack labels contain all of the information required in Sec. 21a-408-56 and are further detailed in the Product Safety and Labeling Plan.

Tracking Pre-Pack Items - Medical Marijuana

- Weigh out and package designated quantities of medical marijuana as orders are received from registered client dispensaries.
- Create Pre-Pack inventory records and barcoded labels.
- Affix barcoded labels to the exterior of the Pre-Pack item.
- Be sure to update the status of Bulk items. If a bulk storage container has been left partially filled document the new weight of the item. If a bulk storage container is emptied change its status accordingly to (empty).

Ingestible Items

- Create Pre-Pack inventory records and barcoded labels as products are packaged and put into batch storage.

10 (i) Transport Items

All of the prepackaged deliverables ordered by client dispensaries will be consolidated and placed into an opaque transport box. Sealed transport boxes are considered Transport items. A Transport label shall be printed and affixed to an invoice. An invoice is attached to each Transport item prior to delivery. Transport Labels shall contain the following information:

- The Transport item number
- The total number of Pre-Pack items ordered
- The date
- The name, address, telephone number, and registration number of the client dispensary

Tracking Transport Items

- Create sales invoices and Transport inventory records/barcoded labels as the products purchased by the client dispensary are collected, scanned, and placed in the Transport Box.
- Note the location of the Transport item (On Site) until the CHS collects the order, scanning it again and changing its location to (En Route).
- After the item has been signed for and delivered to the client dispensary's staff update the status of the item to (Delivered).

10 (j) Daily Totals

After the Daily walk-through has been completed, staff shall verify the total number of living marijuana plants, the total amount of curing/bulk packaged medical marijuana, and packaged edible marijuana preparations.

10 (k) Discrepancies

The following steps shall be taken upon discovery of an inventory discrepancy to determine whether the discrepancy is due to a user error or evidence of theft or diversion:

- Check the last date the inventory record for the item was modified,
- Physically verify the location and amount of the item. Check this against the information present in the digital record.
- Examine the history of updates for the item and/or the records of other items from the same batch of products or harvest of medical marijuana.
- Get another co-worker to verify that the discrepancy exists.
- If a user error is discovered make a note of it in the Incident Log and correct the error.
- If it is concluded that diversion or theft is the cause of the discrepancy follow the Incident Reporting Procedures, file an Incident Report, and immediately notify the CHS and C-THREE Management.

C-THREE INCIDENT REPORT FORM
Subject (name and description of incident):
Time & Date (of incident):
Location (brief description of incident location):
Summary (brief description of incident. Focus on remaining clear, inclusive, simple, and working chronologically):
Names & Titles (First and last names and titles of persons involved if appropriate - both C-THREE staff and victims. If victim names must be withheld, please at least specify gender, and, if possible, approximate or specific age.) :

In your opinion, who was responsible for the incident?:

What steps could be taken to avoid a similar incident in the future?:

Submitter (print name) :

Signature:

Response / Disposition:

Date:

Marketing Plan

Appendix D.

D. Proposed Marketing Plan: Table of Contents

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1. **Promotional Strategy: Focus on Education**

The goal of C-Three is to connect a potentially effective therapy with the appropriate patients who might benefit from its use. The goal of Three-C is not to sell the most product possible. We stand by our belief that a successful medical company sustains itself by targeting care to those who will benefit from it the most in the safest manner possible.

C-Three aims to do this through responsible educational efforts across three sectors: healthcare providers (HCPs), patients/caregivers, and community. Our topline educational objectives are appropriate patient selection and safe implementation. We will work with experienced medical communications professionals and an accomplished board of scientific advisors to ensure our educational activities meet the standards of mainstream medical education at large.

C-Three also stands for providing expertly-cultivated, pharmaceutical-grade, superior-quality medication. Our secondary educational objective is to promote brand awareness, insofar as this connects our quality products to patients in need. Similar to the model followed in pharmaceutical promotion, we intend to preserve a clear distinction between our basic disease state education and promotional education in order to avoid any conflicts of interest. In following Sec. 21a-408-66(a) of the Regulations of Connecticut State Agencies, branded promotional efforts will be limited to dispensary facilities only, in order to avoid influencing patient or caregiver choice with regard to the selection of a marijuana product.

2. **Replicating the Pharmaceutical Regulatory Model**

C-Three views cannabis as a serious pharmaceutical medication for adults that carries potential risks and benefits; from a regulatory perspective, it is not a food, supplement, herbal product, or recreational drug, and it is not appropriate for all patients. As a producer, it is our responsibility to project this viewpoint in our communication materials in order to foster this perspective in society at large. Our hope is that by portraying marijuana as a controlled medication for sick patients whose use is best determined by physicians, the people of Connecticut – especially children – will see it no other way.

When it comes to marketing, our biggest limitation is lack of federal regulations overseeing the promotion of medical cannabis. It is of utmost importance to us to protect patients and physicians by not making claims, including safety language in all materials, and clearly communicating that cannabis is intended only for medical use by adults 18 years and older. Therefore, we have chosen to be self-regulating by making a voluntarily commitment to the rules and regulations that govern the marketing of conventional pharmaceuticals.

2 (a) **Oversight**

We seek to make up for the lack in federal oversight over our promotional efforts in a number of ways:

Pharmaceutical Marketing Professionals

We will produce all marketing materials with pharmaceutical marketing professionals who have expertise in the content standards of the Food and Drug Administration Office of Prescription Drug Promotion (FDA OPDP). We will use their guidance to determine what would and would not be acceptable in a fully regulated pharmaceutical campaign.

Submission to the Commission of Consumer Protection

Per Sec. 21a-408-66(c) of the Regulations of Connecticut State Agencies, we will submit all advertisements for marijuana and marijuana products to the Commissioner of Consumer Protection. With the Department's permission, we elect to also submit all enduring materials produced, including, but not limited to, educational pamphlets, brochures, publicly-used PowerPoint presentations, and advertisements for educational events, even if these do not specifically advertise marijuana. We will submit each item not less than 3 weeks prior to dissemination of the piece, in order to allow the Department time to provide feedback, if it so chooses.

Submission to the Connecticut Marijuana Abuse Prevention Alliance

We elect to also submit all advertisements and enduring materials to the Connecticut Marijuana Abuse Prevention Alliance. C-Three has requested a commitment from the group to review all materials and provide feedback, although a final response is still pending. We will make such submissions as a courtesy, regardless.

2(b) Standards

To ensure our promotional efforts provide the same consumer protection afforded by pharmaceutical marketing, we will adopt the following state and federal standards:

Regulations of Connecticut State Agencies

Sec. 21a-408-66. Marketing: prohibited conduct, statements and illustrations; commissioner review of advertisements

Adherence to these regulations will ensure C-Three materials do not contain false or misleading statements, unsubstantiated safety or efficacy claims, or statements that are disparaging to competitors; do not promote use of marijuana for non-indicated debilitating medical conditions, for recreational purposes, or for use by anyone under the age of 18; do not provide inducements to physicians, patients, or caregivers related to certification or purchase of cannabis; and do not indicate or imply the C-Three company or products have been endorsed by any entity associated with the state of Connecticut.

Sec. 21a-408-67. Marijuana advertising; requirements for true statements and fair balance

Adherence to these regulations will ensure C-Three materials meet Connecticut's standards for true statements and fair balance, which include using only supporting data that is relevant to medical conditions and marijuana products that are approved in the state of Connecticut; placing equal emphasis on safety and efficacy statements both within a single page and on 2 or more facing pages; and not making unsubstantiated claims regarding cannabis strain, brand, or product. All materials will contain safety language emphasizing that medical marijuana is not intended for use by persons under 18 years of age, or for recreational purposes.

Sec. 21a-408-68. Marijuana marketing; advertising at a dispensary facility; producer advertising of prices

Adherence to these regulations will ensure C-Three does not advertise the price of its marijuana products except in the form of price lists available only to dispensary facilities.

Regulations of the FDA OPDP

Marketing materials will be designed as if they were going to be submitted for advisory review by the OPDP in order to ensure the materials are not false or misleading, and meet standards for fair balance.

The Pharmaceutical Research and Manufacturers of America Code on Interactions with Health Care Professionals (PhRMA code)

In voluntarily adopting this code, we will ensure we meet the pharmaceutical industry's highest ethical standards regarding:

- Interactions with HCPs
- Informational presentations by C-Three representatives and any accompanying meals
- Prohibitions on entertainment and recreation
- Financial support for CME
- Financial support for third-party educational and professional meetings
- Consultants (including selection criteria, contracts, and compensation)
- Speaker programs (including selection criteria, contracts, and compensation)
- Prohibition of non-educational and practice-related items
- Distribution of educational items
- Use of "prescriber" data
- Preserving physician independence over decision-making

The Physician Payment Sunshine Act

C-Three will keep track of any and all payments and items of value given to physicians and teaching hospitals. Although there is no mechanism to submit these reports to the Centers for Medicare and Medicaid services, they will be made available to the Department of Consumer Protection, physicians, and the general public upon request, without any unreasonable delay. Such payments are expected to take the form of academic research support, honoraria to educational speakers, consulting fees to Scientific Advisory Board members, and budget items for educational events (including food and beverage).

Requirements of the Accreditation Council for Continuing Medical Education (ACCME)

For all accredited Continuing Medical Education (CME) activities, we will abide by the rules of the ACCME, providing support only to accredited CME providers in the form of unrestricted educational grants, such that full independence over content and format is maintained by the provider without any commercial bias. Full disclosure of financial support will be made to all learners prior to the beginning of all CME activities in the spirit of transparency, but not promotion. C-Three products will not be promoted at such events.

2(c) Scientific Oversight

In order to ensure our programs and materials meet the strictest, most accurate scientific standards, C-Three will engage reputable physicians as consultants in a number of different capacities. All payments made to consultants will follow the PhRMA code and be tracked per the Sunshine Act.

Scientific Advisory Board

Our scientific advisory board will include highly-respected academicians; physicians who are involved with research on cannabis, as well as those engaged in research not related to cannabis; clinicians with and without experience recommending cannabis to patients; and local community doctors. We will seek out physicians who take an evidence-based approach to medicine.

Responsibilities will include:

- Informing content development for educational initiatives
- Reviewing all educational materials for balance, accuracy, and meeting educational objective
- Advising on appropriate speaker and topic selection for live events
- Advising on the educational needs of physicians in the local community

We have already secured commitments from Dr. Lucien Parillo and Dr. Douglas Vaughn to serve on the board (see attached *curricula vitae*). Dr. Ray Sinatra of the Yale University School of Medicine plans to work with C-Three upon his retirement in Spring 2014.

Speakers Bureau

We will engage prominent physicians and experienced clinicians to deliver lectures at our live events for HCPs and patients/caregivers. Oversight of our Speakers Bureau will be provided by Dr. Mark Ware of McGill University and the Canadian Consortium for the Investigation of Cannabinoids (see attached letter of support)

Research affiliations

Our Research Plan is explained in Appendix I.3. Bonus Points – Research Plan in this application.

2(d) Determination of True Statements

The lack of an FDA-approved drug label for medical cannabis presents a considerable challenge for determining what statements about marijuana may be considered “true” verses “false” or “misleading.” Substantiating the information in our promotional/educational materials will require a thorough academic approach to discussing potential risks and benefits. In addition to working with a credible Scientific Advisory Board to ensure our materials meet academic standards, we will also employ the following guidelines:

Sharing information in the spirit of education, without making claims

C-Three’s educational approach will focus on sharing data and information, without making hard claims. For instance, C-Three materials will not use statements like, “Medical cannabis has been shown to be effective in reducing spasticity in multiple sclerosis.” A more appropriate statement for physicians would read, “Patients randomized to oral cannabis extract in the MUSEC trial (N=144) experienced a statistically significant decrease in patient-reported muscle stiffness at Weeks 4, 8 and 12 (measured using a validated category rating scale) compared to patients on placebo (N=135).¹” Additional information would be supplied, including study design and location, dosing, cannabinoid content of the product tested, data for all primary and secondary variables, safety outcomes, and results of other relevant trials in multiple sclerosis. For patients, such a statement might read, “Medical cannabis was shown to provide relief from muscle stiffness in a limited number of small clinical trials.^{1,2,3} There are several medications available to treat spasticity in

¹ Zajicek JP, et al. Multiple sclerosis and extract of cannabis: results of the MUSEC trial. *J Neurol Neurosurg Psychiatry*. 2012;83(11):1125-32.

² Corey-Bloom J, et al. Smoked cannabis for spasticity in multiple sclerosis: a randomized, placebo-controlled trial. *CMAJ*. 2012 ;184(10):1143-50.

multiple sclerosis. Talk to your doctor to see if cannabis might be an appropriate option for you.”

All information shared will be evidence-based

All data and statements of safety or efficacy will be supported with thorough referencing. Individual statements will have numbered footnotes, with reference list provided at the end of all printed pieces or at the bottom of every PowerPoint slide, and as a bibliography handout at all live events. Annotated references will be provided to the Department of Consumer Protection, physicians, or the general public upon request.

Information shared will be comprehensive and complete

In selecting data to support different educational topics, we will conduct thorough literature reviews in order to avoid “cherry-picking” data. Rather than sharing only studies that support the use of medical cannabis, we will provide an overview of the total number of studies conducted, including the number of studies with positive and with negative outcomes

3. Defining Branded versus Unbranded Education

As mentioned above, C-Three will maintain a clear distinction between unbranded, basic disease state education and branded promotional education. Branded promotional efforts will be limited to dispensary facilities only, in order to avoid influencing patient or caregiver choice with regard to the selection of a marijuana product. All promotional/educational materials will contain safety language emphasizing that medical marijuana is not intended for use by persons under 18 years of age, or for recreational purposes, regardless of whether or not the piece is branded.

Unbranded Educational Initiatives

Unbranded educational initiatives will disclose C-Three as the source of financial support for the sake of transparency, but not for promotion. Mention of C-Three will be limited to the company name, but logos and branding will not be used. Financial disclosures will be made at the bottom of advertisements promoting live educational events, on event signs, and on the last page of program brochures, but the C-Three name will not appear within PowerPoint slide decks or educational materials. Unbranded websites will include the C-Three corporate name in copyright, but it will appear nowhere else. Educational content will include basic disease state information and data on trials of cannabis, cannabis-based products, and cannabinoid medicines, but no mention will be made of specific C-Three products.

³ Collin C, et al. Randomized controlled trial of cannabis-based medicine in spasticity caused by multiple sclerosis. *Eur J Neurol.* 2007;14(3):290-6.

Branded Educational Initiatives

Branded educational initiatives will focus on product promotion. They will include use of C-Three logos and branding elements, as well as product names and descriptions. These efforts will be extremely limited, with safeguards in place to prevent exposing HCPs and patients/caregivers to marketing materials that might influence their choice of marijuana products.

4. Target Audiences

Our target audiences are defined below. Our interactions with each of these audiences are detailed later in the sections that follow.

4(a) Healthcare Providers

We define HCPs as physicians, physicians assistants, and nurses. Education directed at physicians will focus on understanding of cannabis, appropriate patient selection, and safe implementation of therapy. Since physicians assistants and nurses cannot write certifications, education for these groups will center on support for medical marijuana patients. We will use academic language in communicating with these groups

C-Three will develop relationships and provide educational initiatives to HCPs in the fields for which cannabis has an approved indication in the state of Connecticut, as follows:

- Oncologists
- Infectious disease/HIV specialists
- Neurologists, movement specialists, MS-ologists, epileptologists
- Pain management specialists
- Ophthalmologists
- Gastroenterologists
- Psychiatrists
- Primary care physicians

4(b) Patients/Caregivers

The patient/caregiver category includes qualifying patients, their state-designated primary caregivers and families, as well as patient support and advocacy groups. We will use lay language in communicating with these groups. C-Three will develop educational materials and provide support initiatives for patients with the following conditions:

- Cancer
- HIV/AIDS
- Parkinson's Disease
- Multiple Sclerosis
- Spinal Cord Injury with Intractable Spasticity
- Epilepsy

- Cachexia or Wasting Syndrome
- Glaucoma
- Crohn's Disease
- Post-Traumatic Stress Disorder

We will work with Connecticut chapters of patient advocacy groups to facilitate the link between patients and their physicians and also ensure we maintain a communication platform where patients can express their questions and concerns. We will reach out to the following local groups:

- American Cancer Society
- AIDS Connecticut
- American Parkinson Disease Association
- Connecticut Advocates for Parkinson's
- National Multiple Sclerosis Society
- Epilepsy Foundation of Connecticut
- Crohn's and Colitis Foundation of America

4(c) **Community**

C-Three will maintain strong relationships with different community stakeholders to ensure we addresses the needs of local community, contribute to the prevention and treatment of marijuana abuse and addiction, and engage in appropriate product promotion directly to dispensary facilities. The community category is divided into three groups:

Local Community

People who live and work in the geographic area surrounding the production facility, schoolteachers and administrators, and government officials. We will use lay language in communicating with these groups.

Substance Abuse Community

Substance abuse prevention groups in Connecticut and their outreach populations, including citizens under the age of 18 and patients who are at risk. We will use a combination of lay language and academic language in communicating with these groups.

Dispensary Facilities

We will foster direct relationships with all dispensary facilities operating in the state of Connecticut, and will adhere to all antitrust regulations to ensure that we do not favor any one dispensary facility over another. We will use lay language and business language in communicating with this group.

5. **HCP Education**

5(a) Physicians

Educational initiatives directed at physicians will broadly focus on understanding of cannabis, appropriate patient selection, and safe implementation of therapy. Events and materials directed at physicians will be designed to meet the following specific objectives, depending on the program:

Appropriate patient selection

- Indications designated per Connecticut state law
- Definition of debilitating
- Potential adverse reactions
- Relative and absolute contraindications
- Identifying patients at-risk for abuse and dependence

Providing background on dosing and administration

- Includes non-smoked options (vaporization, oral, oro-mucosal, topical)
- Discussion of dose titration and use of non-psychoactive cannabinoids

Preventing drug-drug interactions

- Clinical pharmacology of cannabis

Identifying and addressing marijuana abuse and dependence

- Proactive strategies to mitigate risk
- Preventing diversion
- Providing addiction support for patients in need; making appropriate referrals

Understanding Connecticut state laws and regulations regarding the palliative use of marijuana**Understanding the endocannabinoid system and potential mechanism of action for cannabis****Describing cannabis in the context of FDA-approved cannabinoid medicines**

- Marinol® (dronabinol)
- Cesamet® (nabilone)
- Sativex® (nabiximols) (approval pending)

Use of cannabis in opioid-sparing strategies for pain management**Discussing current areas of cannabis and cannabinoid research**

Sharing of best practices by experienced clinicians

Tactics

Educational initiatives will be provided in a number of different formats that are typical of pharmaceutical marketing, including live events, office visits, enduring materials, and web presence. All educational initiatives directed at physicians will be unbranded, with the minimum financial disclosures required for transparency without brand promotion.

Live educational events

Speakers Bureau

Speakers will include academicians, clinicians, Department of Consumer Protection representatives, and members of the substance abuse education community. Events include:

- Dinner meetings
- Clinician round tables

Accredited continuing medical education events

These will be supported via unrestricted educational grants made to independent, accredited CME providers

Grand Rounds

We will support academic speakers to deliver grand rounds on cannabis-related topics at teaching hospitals and medical schools

Online teleconferences

We will use online resources to connect reputable, experienced clinicians in states with long-standing medical marijuana programs with clinicians in Connecticut

Sales force presentations

C-Three representatives will make office visits and foster direct relationships with physicians. They will utilize fully-referenced visual aids (booklets) to discuss research supporting use, potential risks, dosing & administration, etc, regarding cannabis. Programs include:

- Drop ins
- Lunch and learn events

Enduring materials

Printed materials will be handed out at educational events and by C-Three representatives during office visits. At this point in time we do not intend to participate in direct mail. These materials include:

- Individual disease state pamphlets/brochures, addressing each indication allowed per Connecticut state law, and including safety information
- Appropriate patient selection brochures
- Brochures on identifying and addressing marijuana abuse and dependence
- Suggested reading bibliographies
- Slide deck handouts from live events
- Article reprints
- Dronabinol and nabilone package insert reprints, including a cover page explaining that:
 - THC is one of the more than 100 cannabinoid compounds found in cannabis; neither dronabinol nor nabilone are bioequivalent to cannabis
 - Cannabis has not been approved by the FDA for use as a medication. There is no approved product label for medical cannabis.
- Physicians' office materials designed to support physician-patient dialogue
 - Abuse/addiction/diversion prevention plan
 - Knowns and unknowns about dosing and administration
 - Includes non-smoked methods of administration and non-psychoactive cannabis formulations
 - Patient selection criteria
 - Patient checklist
 - Information sheet: comparison of prescribed cannabinoid agents and medical cannabis
 - Pamphlets from Connecticut Marijuana Abuse Prevention Alliance and the Central Naugatuck Valley Regional Action Council
 - For selective distribution by physicians, as well as for patient waiting rooms

Unbranded Website

All physician education materials will be available on the unbranded C-Three website, which will contain a dedicated physician portal. Access to this portal will require user certification that he/she is a medical professional. The only mention of C-Three on the unbranded website will be in the copyright; physician portal will not be used for brand promotion

Medical conference attendance

This includes booth presence and/or presentations at medical conferences, symposia, and professional society meetings in the state of Connecticut

- Example: American College of Physicians Connecticut Chapter Meeting

5(b) Nurses and Physicians Assistants

Educational initiatives directed at nurses and physicians assistants will broadly focus anticipating the needs of and supporting the medical marijuana patients who present in clinical practice. Events and materials directed at nurses and physicians assistants will be designed to meet the following specific objectives, depending on the program:

- Understanding the clinical manifestations/symptoms, disease burden, and impact on daily life for disease states for which medical cannabis is indicated
- Anticipating common physical handicaps of medical cannabis patients
- Coping with adverse reactions
- Dealing with stigma
- Overcoming challenges regarding administration methods
- Complementary approaches to disease management
 - Stress management
 - Physical therapy/activity
 - Nutrition
 - Non-pharmacologic palliative care
 - Tobacco smoking cessation
- Identifying and addressing abuse and dependence
- Preventing diversion

Tactics

Educational initiatives will be provided in a number of different formats that are typical of pharmaceutical marketing, including live events, enduring materials, and web presence. All educational initiatives directed at nurses and physicians assistants will be unbranded, with the minimum financial disclosures required for transparency without brand promotion.

Live educational events**Speakers Bureau**

Speakers will include academic physician, nurses and physicians assistants; Department of Consumer Protection representatives; and members of the substance abuse education community. (See letter of

support from CNVRAC Executive Director Jennifer DeWitt, attached here). These events will be less frequent than physician events, and include:

- Dinner meetings
- Round table discussions

Online teleconferences

We will use online resources to connect reputable, experienced nurses and physicians assistants in states with long-standing medical marijuana programs with nurses and physicians assistants in Connecticut. These events will be less frequent than physician events.

Enduring materials

Printed materials will be handed out at educational events and by C-Three representatives during office visits. At this point in time we do not intend to participate in direct mail.

- Individual disease state pamphlets/brochures, addressing each indication allowed per Connecticut state law, and including safety information, with an emphasis on non-pharmacologic support of the patient
- Pamphlet about stigma faced by medical cannabis patients and coping strategies
- Brochure about complementary approaches to disease management
- Brochures on identifying and addressing marijuana abuse and dependence
- Suggested reading bibliographies
- Slide deck handouts from live events
- Article reprints
- Office materials designed to support the nurse/physicians assistant-patient dialogue
 - Abuse/addiction/diversion prevention plan
 - Knowns and unknowns about dosing and administration
 - Includes non-smoked methods of administration and non-psychoactive cannabis formulations
 - Information sheet: comparison of prescribed cannabinoid agents and medical cannabis
 - Pamphlets from Connecticut Marijuana Abuse Prevention Alliance and the Central Naugatuck Valley Regional Action Council
 - For selective distribution to specific patients, as well as for patient waiting rooms

- Connecticut Quitline (smoking cessation) brochures
 - For selective distribution to specific patients, as well as for patient waiting rooms

Unbranded Website

Nurses and physicians assistants will be able to access patient/public information as well as the physician portal on the unbranded C-Three website. Access to this portal will require user certification that he/she is a medical professional. The only mention of C-Three on the unbranded website will be in the copyright; website will not be used for brand promotion

6. Patient/Caregiver Education

C-Three believes that the decision to use medical cannabis is best made between patients and their regular physician, with whom they have a long-standing, bona-fide relationship. We seek to discourage patients from determining their own eligibility for treatment without physician guidance and simply seeking out a provider who will write a recommendation. For this reason, promotional initiatives directed at patients will be relatively limited. Objectives include:

- Supporting patients who are already enrolled in the medical marijuana program
- Providing disease state education for medical conditions that qualify for the palliative use of marijuana in the state of Connecticut
- Ensuring patients and caregivers have a thorough understanding of Connecticut state laws and regulations
- Addressing patient questions and concerns about starting treatment, and dealing with adverse events and stigma
- Addressing issues of abuse and addiction, and providing treatment resources

Educational initiatives will be provided in a number of different formats that are typical of pharmaceutical marketing, including live events, enduring materials, and web presence. All educational initiatives directed at patients will be unbranded, with the minimum financial disclosures required for transparency without brand promotion. All events and materials will be directed at patients, their caregivers, and their families.

Live educational events

Live events will be an opportunity for patients to meet with a physician speaker. Events will be disease-state specific in accordance with the approved indications for medical cannabis. We will make every effort to coordinate these events with relevant patient advocacy groups. Content of each event will focus on multiple topics related to the disease state, not just to medical marijuana.

Live events will be advertised to patients through physician's offices, dispensary facilities, patient advocacy groups, and on our public, unbranded website

Enduring materials

Printed educational materials will be available at live events and in doctors' offices for distribution to patients enrolled in the medical marijuana program. These materials will include:

- Disease state educational brochures
- Suggested reading bibliography for patients
- Patient guide: includes Connecticut rules and regulations for patients written in lay language, application of employment and insurance laws to patients, explanation of patient rights and risk, as well as practical information on starting treatment with medical cannabis
- Caregiver guide: includes Connecticut rules and regulations for caregivers written in lay language, as well as information on how to support the medical cannabis patient
- Patient support team guide: designed to foster understanding amongst patients' families and peers who may not accept the patient's decision to use medical cannabis. Will include tips for supporting the patient
- Materials designed to support the Patient-Physician dialogue:
 - A list of questions for patients to discuss with their doctors
 - Patient monitoring checklist: a series of scales and questions that patients may fill out at regular intervals in order to track patient progress and treatment response
 - Abuse/addiction/diversion prevention plan
 - Knowns and unknowns about dosing and administration
 - Includes non-smoked methods of administration and non-psychoactive cannabis formulations
 - Information sheet: comparison of prescribed cannabinoid agents and medical cannabis
 - Pamphlets from Connecticut Marijuana Abuse Prevention Alliance and the Central Naugatuck Valley Regional Action Council
 - For selective distribution to specific patients, as well as for patient waiting rooms
 - Connecticut Quitline (smoking cessation) brochures
 - For selective distribution to specific patients, as well as for patient waiting rooms

Unbranded Website

All patient education materials will be made available on C-Three's public, unbranded website. The only mention of C-Three on the unbranded website will be in the copyright; website will not be used for brand promotion

7. Community Education

7(a) Local Community

When the citizens of Connecticut voted to enact Public Act No. 12-55, they agreed to a significant societal that could potentially have a large impact on the state. If C-Three is awarded a producer license, we will be endowed with great responsibility to both patients and the public. We believe we have a duty to give back to the community that has placed its trust in us, and also to ensure we remain attentive and responsive to its needs. Toward this goal, we will actively engage in community outreach, and also create open lines of communication for community feedback.

For details about outreach to the local community, please see Appendix I.4. Bonus Points – Community Benefits Plan in this application.

7(b) Substance Abuse Community

As a producer of a potentially addictive substance, C-Three has a responsibility to contribute to the prevention and treatment of substance abuse in our community. We will work with the Connecticut Marijuana Abuse Prevention Alliance and the Central Naugatuck Valley Regional Action Council to support their ongoing efforts to protect our communities (see letter of support from Central Naugatuck Valley Regional Action Council Executive Director Jennifer DeWitt, attached here). We will make substance abuse prevention and treatment materials available at all C-Three sponsored events, and will provide these materials to doctors' offices and all Connecticut dispensary facilities for distribution to patients. We will also provide physician training in identifying patients at risk and using preventative strategies to mitigate risk.

For details about C-Three's initiatives to help prevent substance abuse, please see Appendix I.5. Bonus Points – Substance Abuse Prevention Plan in this application.

7(c) Dispensary Facilities

In following Sec. 21a-408-66(a) of the Regulations of Connecticut State Agencies, C-Three will limit branded promotional efforts to dispensary facilities only, in order to avoid influencing patient or caregiver choice with regard to the selection of marijuana products. Per Sec. 21a-408-68(b) of the Regulations of Connecticut State Agencies, the price of C-Three marijuana and marijuana products will only be made available the dispensary facilities in the form a price list. Patients will learn about C-Three products and prices on-site at dispensary facilities or via dispensary facility websites, where they may make direct, equivalent comparisons with all other products on offer.

C-Three will work to continually build a brand and corporate identity that successfully transmits the company's focus on applied science, sustainable innovation, biological security, product development, and stringent quality control. Our specific objectives in communicating with dispensary facilities are to:

- Communicate the brand attributes
- Provide a complete description of the C-Three product line
- Provide education supporting the rationale behind C-Three product design, highlighting the ways in which they address actual patient needs
- Provide education on the advantages conferred by C-Three's cultivation practices
- Support dispensary facilities with any unbranded educational resources they may need to enhance the patient experience
 - Disease state educational brochures
 - Substance abuse and prevention materials

In order to prevent “leaking” of promotional messages to physicians and consumers, communications with dispensary facilities will be fostered through direct relationships. We will adhere to all antitrust regulations to ensure that we do not favor any one dispensary facility over another in terms of pricing, sharing of time and resources, and quality and tone of the relationship. No gifts of any sort will be made to dispensary facilities, and any provision of food or beverage will follow the PhRMA guidelines (treating dispensary facilities as if they were physicians), with all expenditures tracked per the Sunshine Act.

Promotional initiatives will be provided in a number of different formats. All initiatives directed at dispensary facilities will be branded, except for educational materials that are repurposed from patient/caregiver, community, and physician communication channels.

Dispensary/Producer Roundtable Committee Meetings

We will host monthly meetings for dispensary facility employees to visit the C-Three production site in order to engage in a variety of topics relevant to the industry

- Education on the C-Three product line
- Facilities tours: During these tours, C-Three will demonstrate that it has set new standards for secure, safe, scientific medical marijuana cultivation.
- Sharing of best practices
- Discuss opportunities to collaborate, particularly in research efforts and community involvement

- Discuss issues affecting the medical marijuana community

Dispensary Facility Visits

C-Three representatives will visit dispensary facilities for product sales and promotion. Representatives will engage only with dispensary facility managers, employees, and technicians in a private location within the dispensary facility to which patients and the public have no access.

Enduring Materials

C-Three will print a variety of materials to be distributed directly to dispensaries during dispensary facility visits. Branded printed materials will not be made available to HCPs, patients/caregivers, or the general public.

- Product brochure
- Company description
- Price lists

In addition, C-Three will make a variety of unbranded printed educational materials available to dispensary facilities to distribute to patients, including disease state information and substance abuse and prevention materials.

Branded Website

All promotional materials, including product descriptions and price lists, will be available on the branded C-Three website, which can only be accessed via a dedicated dispensary portal. Access to this portal will require a username and password, which will be established through direct communication with dispensaries.

8. The C-Three Brand Identity

C-Three's brand identity will build upon the following core attributes:

Complete Genetic Expression

C-Three will use its specialized knowledge, skill, and practical experience to maximize the overall therapeutic properties of its medical marijuana by cultivating for complete genetic expression.

Product Quality

C-Three will safeguard the quality of its products by following strict protocols of process flow, repeated screening, and laboratory testing designed to eliminate the risk of contamination. The company's operational designs and manufacturing standards are based on those of the pharmaceutical industry.

Education

Making objective scientific information available to physicians and registered patients and caregivers will be another key element of C-Three's commitment to the Connecticut patient community.

Civic Revitalization

C-Three plans to utilize its economic strength to build alliances with other local businesses focused on revitalizing Connecticut communities. We feel this strategy will play a key role in the company acquiring public goodwill and helping to change the image of the medical marijuana industry as a whole.

9. Competitive Advantage

In the absence of direct marketing to physicians, patients/caregivers, and the public at large, C-Three's competitive advantage will be derived from the following factors:

- C-Three is entering the market with fully developed and proven cultivation practices. There is always the possibility that other licensed Cultivation Centers will underperform leaving the remaining businesses to compensate for any resulting gap in supply.
- C-Three facilities have been designed specifically to maximize the output of plants growing indoors.
- C-Three will be using organic and sustainable cultivation practices as opposed to hydroponics. It is more common for indoor medical marijuana cultivators to use hydroponic systems because it is easier and requires less labor. Management expects most of the competition to use hydroponics. This will work to differentiate the C-Three product line.
- C-Three has access to a variety of exclusive cultivars. Selected and propagated for their specific genetic expressions and therapeutic effects these cultivars will positively affect both yield and patient satisfaction, giving C-Three another distinct advantage over competitors.

Financial Statements and Organizational Chart

Appendix E.

C-Three Operating Agreement
Articles of Incorporation V80
Investments, LLC Corporate Documents
Appendix E.1

OPERATING AGREEMENT

OF

C-THREE, LLC

THIS OPERATING AGREEMENT (this “Agreement” or “Operating Agreement”) is effective as of November ___, 2013 (the “Effective Date”), by and between **THOMAS MACRE**, an individual residing at 3 Morris Street, West Haven, Connecticut 06516 (“Tom”), and **V80 INVESTMENTS, LLC**, a Connecticut limited liability company with its principal place of business in Bridgeport, Connecticut (“V80”) (**THOMAS MACRE**, and **V80** shall hereinafter sometimes collectively be referred to as the “Members” and individually as a “Member”), for **C-THREE, LLC**, a Connecticut limited liability company with its principal place of business at 284 Racebrook Road, #217, Orange, Connecticut (the “Company”).

RECITALS

WHEREAS, on June 13, 2013, Tom formed **C-THREE, LLC** under the laws of the State of Connecticut (the “Company”); and

WHEREAS, the Members wish to memorialize the relationship between them as embodied in this Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Operating Agreement of the Company shall be as follows:

ARTICLE I DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein);

- (a) “**Act**” shall mean the Connecticut Limited Liability Company Act or any act amendatory thereof or substituted therefore, as the same may be amended or supplemented from time to time.
- (b) “**Articles of Organization**” shall mean the Articles of Organization of C-THREE, LLC, as filed with the Secretary of the State of Connecticut, a copy of which is annexed hereto as Exhibit B.
- (c) “**Capital Account**” as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article VIII.
- (d) “**Capital Contribution**” shall mean any agreed contribution to the capital of the Company in cash, property or services by a Member, whenever made. “Initial Capital Contribution” shall mean the initial contribution to the capital of the Company by a Member pursuant to this Operating Agreement as set forth on Exhibit A attached hereto.

(e) **“Capital Interest”** shall mean the proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances as may be adjusted from time to time.

(f) **“Code”** shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

(g) **“Company”** shall refer to C-THREE, LLC, a Connecticut limited liability company.

(h) **“Deficit Capital Account”** shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year.

(i) **“Distributable Cash”** means all cash, revenues and funds received by the Company from Company operations, less the sum of the following, to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) such Reserves as the Members holding a Majority Interest deem reasonably necessary to the proper operation of the Company's business.

(j) **“Economic Interest”** shall mean a Member's economic interest in the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Act, as more particularly set forth in Exhibit A to this Agreement as the same may be amended from time to time, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members.

(k) **“Economic Interest Owner”** shall mean the owner of an Economic Interest who is not a Member.

(l) **“Entity”** shall mean a general partnership, a limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation, a joint venture or any other legal or commercial entity, foreign or domestic.

(m) **“Event of Dissociation”** means an event that causes a person to cease to be a Member, as provided in this Operating Agreement or other applicable Section or Sections of the Act.

(n) **“Executive Committee”** shall mean that group of Persons designated to serve pursuant to this Agreement.

(o) **“Fiscal Year”** shall mean the Company's fiscal year, which shall be the calendar year.

(p) **“Majority Interest”** shall mean Members who hold in the aggregate more than 50% of the Membership Interests in the Company.

(q) **“Manager”** or **“Managers”** shall mean one or more Manager. Specifically, "Manager" shall

mean Tom, or any other person or persons that succeed him in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

(r) **“Member”** shall mean Tom and V80, and each Person who may hereafter become Members and execute a counterpart to this Agreement. To the extent a Manager has Membership Interests in the Company, he will have all the rights of a Member with respect to such Membership Interests, and the term "Member" as used herein shall include a Manager to the extent he has such Membership Interests in the Company. Each Member shall be entitled to vote in accordance with his percentage of interest in the Company on all actions requiring the consent or vote of the Members pursuant to this Operating Agreement and the Connecticut Act. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(s) **“Membership Interest”** shall mean a Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement and the Connecticut Act.

(t) **“Net Profits”** and **“Net Losses”** shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting selected by the Managers at the close of each fiscal year on the Company's information tax return filed for federal income tax purposes.

(u) **“Operating Agreement”** shall mean this Agreement, as amended, restated or supplemented from time to time.

(v) **“Person”** shall mean an individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such “Person” where the context so permits.

(w) **“Reserves”** shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Manager for capital expenditures, working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(x) **“Selling Member”** shall mean any Member who sells, assigns or otherwise transfers for consideration all or any portion of his Economic Interest.

(y) **“Treasury Regulations”** shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

(z) “Units” is defined in Section 7.7 of this Agreement.

ARTICLE II FORMATION OF COMPANY

Section 2.1. - Formation. The Company was formed as a limited liability company under the Act by the filing of its Articles of Organization with the Secretary of the State of Connecticut.

ARTICLE III BUSINESS OF COMPANY

Section 3.1. - Place of Business. The principal office of the Company shall be located at 284 Racebrook Road, #217, Orange, Connecticut 06477, or such other location as may hereafter be determined by the Manager. The Manager shall notify the Members of any changes in the principal office of the Company.

Section 3.2. - Agent of Service of Process. The agent for service of process for the Company shall be **OSCAR M. PARENTE, ESQ.**, with a business address at Hershman Legal Group, P.C., One Church Street, New Haven, Connecticut 06510, or such other person or corporation as may be designated by the Manager and appropriately qualified to serve.

Section 3.3. - Purpose of Company. The purposes of the Company shall be to engage in any lawful act or activity for which a limited liability company may be formed under the Act.

Section 3.4. - Powers to Carry Out Purposes. In order to carry out its purposes, the Company is empowered and authorized to do any and all acts necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of its purposes, and for the protection and benefit of the Company including, without limitation, the incurring of indebtedness, secured or unsecured, for any purposes of the Company, and the disposition of any or all or substantially all of the assets of the Company. In addition, the Company is empowered and authorized to enter into such agreements of indemnification as may be necessary, proper, advisable, incidental to or convenient for the furtherance of its purposes.

Section 3.5 - Term. Company was formed on June 13, 2013 as a Connecticut Limited Liability Company in accordance with and pursuant to the Connecticut Act and shall continue until terminated in accordance with this Agreement.

ARTICLE IV NAMES OF MEMBERS

Section 4.1. - Names of Members. The names of the Members are as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

ARTICLE V RIGHTS AND DUTIES OF MANAGERS

Section 5.1. - Management.

(a) The business and affairs of the Company shall be managed by one or more Managers

designated by a Majority Interest of the Members from time to time. Each Manager shall direct, manage and control the business of the Company to the best of his ability. Except for situations in which the approval of the member(s) or the Executive Committee is expressly required by this Operating Agreement or by nonwaivable provisions of applicable law, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may exercise all of the powers delegated to the Managers herein and may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement.

(b) Notwithstanding Section 5.1(a) hereof, any decision by the Managers to either sell or encumber all or substantially all of the assets of the Company, liquidate, merge, consolidate, permit the Company's business activities to be otherwise taken over or managed by any other Person, or issue Membership Interests in the Company of any class to any Person, shall require the prior approval of the Executive Committee.

Section 5.2. - Number, Identity, Tenure and Qualifications. The Company shall initially have one Manager. The initial Manager shall be Tom. The number of Managers of the Company shall be fixed from time to time by the affirmative vote or written consent of a Majority Interest of the Members. Each Manager shall hold office until his successor shall have been elected and qualified or such earlier time as he may resign or be removed as provided herein. Managers shall be elected by the affirmative vote or written consent of Members holding at least a Majority Interest. A Manager need not be a Member.

Section 5.3. - Certain Powers of Manager. Subject to the limitations set forth in Section 5.1 and in Article VI, the Managers shall have the power and authority on behalf of the Company, among other things:

(a) To acquire property from any Person as the Manager may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person;

(b) To borrow money for the Company from banks, other lending institutions, the Manager, Members, or affiliates of the Manager or Members on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. Any borrowing must be approved in advance by the Executive Committee. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Connecticut Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own any Company real and/or personal properties in the name of the Company;

- (e) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;
- (f) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;
- (g) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;
- (h) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve; and
- (i) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Operating Agreement or by a Manager or Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

Section 5.4. - Managers Have No Exclusive Duty to Company. The Managers shall use their best efforts in managing the business and affairs of the Company and shall devote reasonably necessary time thereto, provided that the Managers shall not be required to manage the Company as their sole and exclusive function and they may have other business interests and may engage in other activities in addition to those relating to the Company.

Section 5.5. - Bank Accounts. The Manager may from time to time open bank accounts in the name of the Company, and the Manager shall be the sole signatory thereon, unless the Manager determines otherwise.

Section 5.6. - Company Books. In accordance with Article XII, below, the Manager shall maintain and preserve, during the term of the Company, all accounts, books and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.

Section 5.7. - Limitations on Manager(s)'s Liability. The Manager(s)' liability to the Members, the other Manager(s) and the Company shall be as set forth in Section 5.9 below; provided that, in no event shall the Manager(s) be liable to the Members, the other Manager(s) or the Company

in the event that any taxing authority disallows or adjusts any income, deductions or credits in the Company's tax returns.

Section 5.8. - Conflicts of Interest. Any Member, Manager, or any shareholder, director, officer, partner, member, manager, trustee or beneficiary of any Member or Manager may directly or indirectly engage in, or directly or indirectly possess any interest in, other business ventures of any nature or description independently or with others, and neither the Company nor any Manager or Member shall have any rights in or to such independent ventures or the income or profits derived therefrom, whether or not such business venture is directly or indirectly competitive with the Company or the business of the Company, or a purchaser or lessee of Company property.

Section 5.9. - Limitations on Liability. To the fullest extent permitted by applicable law, no Member or Manager(s) shall be liable, responsible or accountable in damages or otherwise to any other Member or Manager(s) or the Company with respect to any and all claims arising out of the performance or non-performance of such Member's or Manager(s)' obligations related to the subject matter of this Agreement, whether such claim is based on contract, tort, or otherwise, except to the extent directly caused by willful misconduct of such Member or Manager(s), determined as provided in Section 5.10(a), below. Any and all such liability of any Member or Manager(s) shall be nonrecourse as to such Member or Manager(s), such that no action concerning any such liability may be taken, except such as may be necessary to subject such Member's or Manager(s)' Interest to the satisfaction of such Member's or Manager(s)' liability hereunder.

Section 5.10. - Right to Indemnification.

(a) To the fullest extent permitted by applicable law, subject to the limitations and conditions provided in this Section 5.10 and under applicable law, any person ("Indemnified Person") who was or is made, or is threatened to be made, a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative, arbitratve or investigative (hereinafter, a "Proceeding") or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of fact that: (i) such Indemnified Person was or is a Member or Manager(s) or was or is the legal representative of or a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary (each a "Functionary") of a Member or Manager(s) or the Company, and (ii) such Indemnified Person's actions were otherwise related to the performance or non-performance of any obligation related to the subject matter of this Agreement, shall be indemnified and held harmless by the Company against all losses, claims, demands, judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding by reason of any action, inaction or decision performed or made by such Indemnified Person in connection with the business of the Company, except to the extent directly caused by the Indemnified Person's willful misconduct. In the event that any such person shall serve as Functionary of any corporation, limited liability company, partnership, joint venture, trust, enterprise or nonprofit entity in which the Company maintains an investment, it shall be conclusively presumed for purposes of the indemnification provided for in this Section 5.10 that

such service has been undertaken at the request of and in connection with the business of the Company. The foregoing presumption shall apply regardless of whether such Indemnified Person is serving such entity at the request of a third party or that such Indemnified Person's service with such entity was commenced prior to the Indemnified Person becoming a Member or Manager(s) of the Company. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person engaged in willful misconduct. Determination of willful misconduct and its direct result(s) must be the result of a final non-appealable judgment of a court of competent jurisdiction.

(b) Any indemnification made under this Section 5.10 (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that such indemnification is proper in the circumstances because the person seeking indemnification has met the applicable standard of conduct set forth in Section 5.10(a). Such determination shall be made by (i) the Manager(s), if not a party to such proceeding, or (ii) by a vote of the Members, if not a party to such proceeding, holding a Majority Interest; or if there are no such Members, or if the Members so direct, by independent legal counsel in a written opinion.

(c) The Company shall pay the expenses (including reasonable attorneys' fees) incurred by each person entitled to indemnification under this Section 5.10 in defending any such Proceeding in advance of its final disposition, provided that such advance payment shall be made only upon receipt of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined by a final judgment of a court of competent jurisdiction that such person is not entitled to be indemnified under this Section 5.10 or otherwise.

(d) If a claim for indemnification or payment of expenses under this Section 5.10 is not paid in full by the Company within thirty (30) days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant also shall be entitled to be paid the expenses (including reasonable attorneys' fees) of prosecuting such claim. Subject to applicable law, in any such claim the Company shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses.

(e) The rights conferred on any Indemnified Person by this Section 5.10 shall not be exclusive of any other rights but shall be cumulative of, and in addition to, any and all rights, remedies and other recourse to which the Indemnified Person shall be entitled, whether pursuant to the provisions of this Agreement, a vote of the Members, at law, in equity or otherwise. Nothing contained herein shall be interpreted to prevent the Company from entering into an indemnification agreement with any person. Furthermore, any indemnification hereunder shall be made solely and entirely from the assets of the Company and no Member or Manager(s) shall be personally liable to any Indemnified Person under this Section 5.10.

(f) The Company may maintain insurance, at its expense, to protect itself, any Member or Manager(s) or any Functionary of the Company or any Functionary of any corporation, partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity against any such expense, liability or loss, whether or not the Company would have the power to

indemnify such person against expense, liability or loss under applicable law.

(g) The Company's obligation, if any, to indemnify any person who was or is serving at its request as a Functionary of any corporation, partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity.

(h) The rights granted pursuant to Sections 5.9 and 5.10 shall be deemed contract rights based upon an offer from the Company which shall be deemed to be accepted and acknowledged by each person who becomes a Member or Manager(s) of the Company or who serves at the request of the Company as a Functionary of the Company or any corporation, partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity. No amendment of this Agreement or repeal of any of its provisions shall limit or eliminate the benefits provided to the Member or Manager(s) under Section 5.9 and to the Indemnified Parties under Section 5.10 with respect to any act or omission that occurred prior to such amendment or repeal.

Section 5.11. - Resignation. Except as herein expressly provided, any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not, by itself, affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

Section 5.12. - Removal. Any Manager may be removed at any time, with or without cause, by the affirmative vote or written consent of a Majority Interest of the Members.

Section 5.13. - Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote or written consent of Members holding a Majority Interest.

Section 5.14. - Compensation of Managers. Tom shall be entitled to a salary of One Hundred Twenty Thousand Dollars (\$120,000.00) per fiscal year for acting as a Manager. The Company may elect to enter into an employment agreement with the Managers. The Managers shall be entitled to reimbursement of all out-of-pocket reasonable business expenses incurred on behalf of the Company.

ARTICLE VI EXECUTIVE COMMITTEE

Section 6.1. - Purpose. In addition to the Managers, the Company shall have an Executive Committee that shall be responsible for certain aspects of the Company's decision making process. Those decisions made by the Executive Committee shall be carried out by the Manager. A member of the Executive Committee need not be a Member of the Company.

Section 6.2. - Formation, Number and Term. The number of persons constituting the members

of the Executive Committee shall initially be three (3), or such other number as may hereafter be determined by the Managers. The members of the Executive Committee shall be elected by affirmative vote or written consent of a Majority Interest of the Members. The members of the Executive Committee shall serve until they are removed, resign or replaced. The Members agree to vote their Interests to elect the following persons to the Executive Committee: Tom, **PETER MERRITT**, of Armonk, New York and **DAVID TORTORELLO**, of Bridgeport, Connecticut.

Section 6.3. - Voting Power. Each member of the Executive Committee shall have one vote on any matter coming before the Executive Committee, except that Tom shall be entitled to two (2) votes. Should Tom cease to serve as a member of the Executive Committee at any time or for any reason, Thomas Macre, Jr. shall then be entitled to two (2) votes on any matter coming before the Executive Committee. Decisions of the Executive Committee shall be reached by majority vote.

Section 6.4. - Removal, Resignation and Vacancies. Except as herein expressly provided, any member of the Executive Committee may resign at any time by giving written notice to the other members of the Executive Committee. The resignation of a member of the Executive Committee shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a member of the Executive Committee who is also a Manager or Member shall not, by itself, affect the member of the Executive Committee's rights or obligations as a Manager or Member, as the case may be, and shall not constitute a withdrawal of a Member. Any member of the Executive Committee may be removed at any time, with or without cause, by the affirmative vote or written consent of a Majority Interest of the Members. Any vacancy occurring for any reason in the number of members of the Executive Committee may be filled by the affirmative vote or written consent of Members holding a Majority Interest.

Section 6.5. - Jurisdiction. The Executive Committee shall be responsible only for those matters specifically assigned to it under this Agreement. Notwithstanding anything contrary herein, the Executive Committee shall have sole authority to:

- (a) Authorize the sale or other disposition of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;
- (b) Authorize any individual capital expenditure in excess of \$25,000.00 or cumulatively in excess of \$100,00.00 in any fiscal year;
- (c) To carry out any action referred to in Section 5.1(b) of this Agreement;
- (d) Resolve any deadlock in voting by the Members, as provided in Section 7.4(x) of this Agreement; and
- (e) Authorize any borrowing by the Company and its terms.

Section 6.6. - Compensation. No member of the Executive Committee shall be entitled to compensation for his or her service on the Executive Committee.

ARTICLE VII RIGHTS AND OBLIGATIONS OF MEMBERS

Section 7.1. - Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Act and other applicable law.

Section 7.2. - Company Debt Liability. An individual Member will not be personally liable for any debts or losses of the Company beyond its respective Capital Contributions and any obligation of the Member under Section 8.01 or 8.02 to make Capital Contributions, except as provided by the Act.

Section 7.3. - List of Members. Upon written request of any Member, the Managers shall provide a list showing the names, addresses and Membership Interests of all Members.

Section 7.4. - Priority and Return of Capital. Except as may be expressly provided elsewhere in this Agreement, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses or Distributable Cash; provided that this Section shall not apply to repayment of loans (as distinguished from Capital Contributions) which a Member has made to the Company.

Section 7.5. - Member Meetings; Votes of the Membership:

Members shall have the right to vote on matters requiring the vote of the Members pursuant to this Agreement or any nonwaivable provision of applicable law.

(ii) Place, Time, Business. The annual meeting of the Members shall be held on the first Monday of the month of December of each year, at the principal office of the Company, or at such other place as may be determined by the Manager; provided, however, that whenever such day shall fall upon a legal holiday, said meeting shall be held on the next succeeding business day. At such meetings, the Members shall transact such business as may be properly brought before the meeting. Meetings of Members for any other purpose may be held at such time and place within or without the State of Connecticut as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

(iii) Special Meetings. A special meeting of the Members of the Company may be called by the Manager(s) or by a Majority Interest of the Members. Any such notice shall specify therein the object and purpose of such meeting.

(iv) Notice of Annual or Special Meeting, Waiver. Notice of the time and place of all annual and special meetings of the Members shall be mailed or handed by the Manager to each Member not less than five days nor more than 10 days before the date thereof, but this requirement as to notice may be waived at any time by the Members in writing.

(v) Participation by Conference Telephone. A Member may participate in a meeting of the

Members by means of a conference telephone or similar communications equipment enabling all Members participating in the meeting to hear one another, and such participation in a meeting shall constitute presence in person at such meeting.

(vi) Manager Presides. The Manager shall preside at all such meetings.

(vii) Order of Business. The order of business at all meetings of Members shall be as follows:

- a. Roll Call;
- b. Proof of Notice of Meeting or Waiver of Notice;
- c. Reading of Minutes of Preceding Meeting;
- d. Election of Manager(s);
- e. Unfinished Business; and
- f. New Business.

(viii) Number of Votes of Each Member, Proxy. At every such meeting, each Member shall be entitled to cast one vote for each percentage of Membership Interest owned by him, which vote may be cast in person or by proxy, on each matter submitted to a vote at such meeting of Members. All votes of the said Members shall, if requested by the Manager or by any Member, be by ballot, and the name of each Member voting shall be written thereon with the percentage of Membership Interest owned by him. Any Member may constitute an agent to vote in the meetings of the Company, by writing signed by him for that purpose, and such proxy shall entitle the person thus authorized to vote at all meetings of the Members held during the eleven months next succeeding the date of such instrument, and no longer unless a longer term be expressly provided therein.

(ix) Quorum, Adjournment. The holders of a majority of the Membership Interests, present in person or by proxy at any meeting of Members, shall constitute a quorum for such meeting except as may be otherwise provided in this Agreement, or in the Articles of Organization, or in the Act. If, however, such quorum shall not be present or represented at any meeting of the Members, Members present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

(x) Voting. Notwithstanding the presence of a quorum at a meeting of Members duly held, no Member action shall be valid unless approved by the affirmative vote of those Members holding a Majority Interest. In the event of a deadlock of Members voting, the matter will be referred to the Executive Committee for resolution.

(xi) Written Consent in Lieu of a Meeting. Any action required to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and said consent shall be filed with the regular minutes.

Section 7.6. - Units. The Company shall initially be authorized to issue One Thousand (1,000) Units of Membership Interest (collectively the “Units”); the number of authorized Units may be increased or decreased from time to time by the Manager(s) provided that any issue of Membership Interests subsequent to any such increase or decrease shall be subject to the consent of the Members holding a Majority Interest. The Economic Interest of any Member at any time shall be a fraction (expressed as a percentage), the numerator of which shall be the number of total Units owned by such Member at such time and the denominator of which shall be the total issued and outstanding Units at such time. Initially the Units shall not be represented by certificates. If the Manager determines that it is in the interest of the Company to issue certificates representing the Units, certificates shall be issued and the Units shall be represented by such certificates.

Section 7.7. - Member Entity. If a Member is an entity then such Member shall enter into an agreement with its owners which supports and carries out all of the provisions of this Agreement and limits and restricts the transfer of ownership interests as provided herein.

ARTICLE VIII CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

Section 8.1. - Members’ Capital Contributions. Each Member shall contribute such cash, property or services as is set forth in Exhibit “A” hereto as such Member’s share of the Initial Capital Contributions.

Section 8.2. - Additional Contributions. If, in the Manager’s determination, a call for additional capital is necessary, the Members shall be obligated to contribute additional capital to the Company. The call for additional capital shall be made in good faith and shall be reasonably necessary to carry on Company purposes, and shall be made on fourteen (14) days advance written notice to the Members. Unless otherwise determined by the Manager, the Members shall contribute such additional amounts of capital in proportion to their capital account. If any Member fails to contribute the additional contribution called for, the other Member (if any), may make a capital contribution in the form of loans, under Section 10.1, below.

Section 8.3. - Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. In general, each Member’s Capital Account will be:

(I) increased by:

- (i) the amount of money contributed by such Member to the Company;
- (ii) the agreed fair market value of property or services contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); and
- (iii) allocations to such Member of Net Profits; and

(II) decreased by:

- (i) the amount of money distributed to such Member by the Company;
- (ii) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); and
- (iii) allocations to the account of such Member of Net Losses. Capital Accounts will be maintained in accordance with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.701(b)(2)(iv) of the Treasury Regulations.

(c) Upon liquidation of the Company or a withdrawal of a Member from the Company, liquidating distributions will be made in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within 60 days of the end of the taxable year (or, if later, within 120 days after the date of the liquidation). The Company may offset damages for breach of this Operating Agreement by a Member whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(d) Except as otherwise required in the Act (and subject to Sections 8.1 and 8.2), no Member shall have any liability to restore all or any portion of a deficit balance in such Member's Capital Account.

(e) The Manager shall not have any personal liability to any Member for the repayment of any amounts outstanding in the Capital Account of a Member, including, but not limited to, Capital Contributions. Any such payment shall be solely from the assets of the Company. The Manager shall not be liable to any Member by reason of any change in the federal income tax laws as they apply to the Company and the Members, whether such change occurs through legislative, judicial or administrative action, so long as the Manager has acted in good faith and in a manner reasonably believed by the Manager at the time of such action to be in the best interests of the Members.

ARTICLE IX ALLOCATION OF PROFITS AND LOSSES

Section 9.1. - Allocation of Profits and Losses. The Net Profits and Net Losses of the Company for each Fiscal Year will be allocated to the Members in accordance with the Economic Interests set forth in Exhibit "A" attached hereto and in compliance with applicable tax law. All items of Company income, gain, loss, deduction, and any other allocations not otherwise

provided for in each Fiscal Year shall be divided among the Members in the same proportions as they share Net Profits or Net Losses, as the case may be, for such Fiscal Year. Any elections or other decisions relating to the allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement.

Section 9.2. - Regulatory Allocations.

(a) Minimum Gain Chargeback. The term "Minimum Gain" shall have the meaning set forth in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d). Minimum Gain shall be computed separately for each Member in a manner consistent with the Treasury Regulations under Code Section 704(b). Notwithstanding any other provision of Section 9, if there is a net decrease in Minimum Gain during any Fiscal Year or other period, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the portion of such Member's share of the net decrease in Minimum Gain, such Member's share to be determined in accordance with Treasury Regulations Section 1.704-2(g), except that, to the extent that any exceptions contained in Treasury Regulations Section 1.704-2(f)(2) (exception for certain conversions and refinancings), 1.704-2(f)(3) (exception for certain capital contributions), 1.704-2(f)(4) (waiver for certain income allocations that fail to meet minimum gain chargeback requirement if minimum gain chargeback distorts economic arrangement) and 1.704-2(f)(5) (additional exceptions) apply to any Member, such minimum gain chargeback may be avoided. The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f)(6). This Section 9.2(a) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(f)(1) and shall be interpreted consistently therewith.

(b) Member Minimum Gain. The term "Member Minimum Gain" has the meaning set forth in Treasury Regulations Section 1.704-2(i) for "partner nonrecourse debt minimum gain." Notwithstanding any other provision of Section 9, if there is a net decrease in Member Minimum Gain during any Fiscal Year or other period, each Member who has a share of that Member Minimum Gain has as of the beginning of the Fiscal Year shall, to the extent required by Section 1.704-2(i)(4) of the Treasury Regulations, be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) equal to that Member's share of the net decrease in Member Minimum Gain. Allocations pursuant to the previous sentence shall be made in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 9.2(b) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of the Company's income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the capital account deficit of such Member, provided that an allocation pursuant to this Section 9.2(c) shall be made if and only to the extent that such Member would have an capital account deficit after all other allocations

provided for in this Section 8 have been tentatively made as if this Section 9.2(c) were not in the Agreement.

(d) Nonrecourse Deductions. The term "Nonrecourse Deductions" shall have the meaning set forth in Treasury Regulations Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a fiscal year or other period equals the excess, if any, of the net increase in the amount of Minimum Gain during the fiscal year or other period, over the aggregate amount of any distributions during such year or other period of proceeds of a Nonrecourse Liability that are allocable to an increase in Minimum Gain, determined according to the provisions of Treasury Regulations Section 1.704-2(c). Nonrecourse Deductions for a taxable year or other period shall be specially allocated among the Members in proportion to their Interests.

(e) Member Loan Nonrecourse Deductions. The term "Member Loan Nonrecourse Deductions" means any of the Company's deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Treasury Regulations Section 1.704-2(i). Any Member Loan Nonrecourse Deduction for any taxable year or other period shall be specially allocated to the Member who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deduction is attributable in accordance with Treasury Regulations Section 1.704-2(b).

(f) Code Section 754 Adjustment. To the extent an adjustment to the tax basis of any asset pursuant to Code Section 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining capital accounts, the amount of the adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their capital accounts are required to be adjusted pursuant to that Section of the Treasury Regulations.

(g) Code Section 704(c). In accordance with Section 704(c)(1)(A) of the Code and Section 1.704-1(b)(2)(i)(iv) of the Treasury Regulations, if a member contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution. Pursuant to Section 704(c)(1)(B) of the Code, if any contributed property is distributed by the Company other than to the contributing Member within seven (7) years of being contributed, then, except as provided in Section 704(c)(2) of the Code, the contributing Member shall be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Member under Section 704(c)(1)(A) of the Code if the property had been sold at its fair market value at the time of the distribution.

ARTICLE X LOANS TO OR BY THE COMPANY

Section 10.1 - Loans to or by the Company. Unless otherwise required under the Code and

Treasury Regulations, if any Member shall make any loan or loans to the Company or advance money on behalf of the Company (other than as expressly required herein), or the Company shall make any loan or advance to a Member, the amount of any such loan or advance shall not, in the case of a loan to or advance on behalf of the Company from a Member, be deemed an increase in, or contribution to, or in the case of a loan to a Member from the Company, be deemed a decrease in, or distribution from, the capital account of the lending or borrowing Member, or entitle such lending or borrowing Member to any increase or decrease in his share of the distributions of the Company, or entitle or subject such lending or borrowing Member to any different proportion of the profits, gains or losses which the Company may sustain. Except as provided herein: (i) a Member may, but is not obligated to, loan or cause to be loaned to the Company, or, with the consent of the Manager, to borrow from the Company, such additional sums as the Manager deems appropriate and necessary for the conduct of the Company's business or requirements of the Member; (ii) such loans shall be upon such terms and for such maturities as the Manager deems reasonable; (iii) any such loans referred to in this Section 10.1 and the interest earned thereon (but in no event at a rate greater than the maximum rate allowed by the applicable usury law) may be payable from borrowings, cash flow, reserves to the extent such reserves are not otherwise committed, or such other sources as the Manager may determine; (iv) any such loans shall immediately become due and payable upon the sale, exchange or other disposition of all or substantially all of the Company's property, or upon a sale, exchange or Transfer of a Member's Membership Interest in accordance with Article XIII; and (v) all such loans shall otherwise be due and payable in accordance with their respective terms. In the event that the loan is on account of a failure to meet a capital call, then the Member who is deemed to have taken a loan shall be precluded from using the accounts of the Company.

Section 10.2 -Repayment. Loans, if any, made to the Company by any Member shall be paid back in accordance with the terms of said loans and prior to distributions made to the Members. In addition, if loans to the Company are funded disproportionately by one or more Members, such Members shall be entitled to receive payment of their respective disproportionate shares consistent with the repayment provisions of said loans, in priority to any pro rata payment of Member loans.

ARTICLE XI DISTRIBUTIONS

Section 11.1. - Distributions. Except as otherwise provided in this Section 10, all distributions of Distributable Cash or other property shall be made at such times as the Manager(s) may determine, after taking into consideration amounts reasonably required to maintain sufficient working capital and a reasonable reserve for Company purposes, to the Members pro rata in proportion to the respective Economic Interests of the Members on the record date of such distribution. No Member shall have the right to demand and receive property other than cash irrespective of the nature of his Capital Contribution. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 11.1.

Section 11.2 - Allocations Net of Manager(s)' Fees. Any distributions under Section 11.1 to any Member shall be net of any salary payable to the Manager(s) under Section 5.14, which

salary is intended to constitute a regular operating expense for the Company.

Section 11.3. - Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Contributions.

Section 11.4. - Interest On and Return of Capital Contributions. No Member shall be entitled to interest on such Member's Capital Contribution or to return of his Capital Contribution, except as otherwise specifically provided for herein.

Section 11.5. - No Right to Distribution. Except as provided in Section 11.1, anything in this Agreement or in the Act to the contrary notwithstanding, no Member shall be entitled to receive any distribution of money or other property in excess of \$1.00 by reason of such persons ceasing to be a Member, except: (i) upon dissolution of the Company; or (ii) upon affirmative vote or written consent of the Members holding a Majority Interest.

Section 11.6. - Acknowledgement by Members. All Members are aware of the income tax consequences of the allocations made by this Article XI and agree by their execution hereof and admittance as a Member to be bound by the provisions of this Article XI in reporting their share of Net Profits and Net Losses for income tax purposes.

ARTICLE XII ACCOUNTING, REPORTS

Section 12.1 - Fiscal Year. The fiscal year of the Company shall be the calendar year.

Section 12.2 - Records. The Manager(s) shall keep, or cause to be kept, full and accurate records of all transactions of the Company in accordance with principles and practices generally accepted for such methods of accounting and depreciation as shall, in the opinion of the Manager(s), be in the best interest of the Members.

Section 12.3 - Tax Returns. The Manager(s) shall prepare, or cause to be prepared, a federal income tax return and such state tax returns as are required for the Company, shall further cause such returns to be timely filed, and shall be authorized to make all elections required by the Company.

Section 12.4 - Tax Information. Within seventy-five (75) days after the end of each fiscal year of the Company, the Manager(s) shall use its best efforts to cause to be delivered to the Members such information as shall be necessary (including a statement for that year of each Member's share of net profits, net gains and losses, and other items of the Company) for the preparation by the Members of their federal, state and other tax returns.

Section 12.5 - Controversies with the Internal Revenue Service. The Manager(s) shall act as the "Tax Matters Partner" of the Company as defined in Section 6231(a)(7) of the Code, who shall, in such capacity, represent the Company in any disputes, controversies or proceedings with the Internal Revenue Service. The Company will promptly send to each Member notice of any threatened or pending action by the Internal Revenue Service or other taxing authority and a

copy of all correspondence sent to or received from the Internal Revenue Service by the Company. The Manager(s) may, in their sole discretion, appoint another Member to act as the Tax Matters Partner of the Company.

All elections permitted to be made by the Company under federal or state tax laws shall be made by the Members holding a Majority Interest.

ARTICLE XIII TRANSFERABILITY

Section 13.1. - Transfer and Withdrawal Restricted.

(a) Except as expressly permitted by this Article XIII, a Member shall not have the right to sell, transfer, assign, gift, grant a security interest, mortgage, pledge, hypothecate, bequest, encumbrance or dispose, or transfer as a result of any voluntary or involuntary legal proceedings by way of execution, sale, bankruptcy, insolvency or otherwise, including, without limitation, (i) the appointment of a receiver or similar officer to collect, receive, investigate or inquire into the assets, profits, proceeds, operations or books and records of the Company in connection with any collection action against a Member, (ii) the entry by a court of competent jurisdiction of a final order allowing a creditor of a Member to foreclose upon such Member's Membership Interest, or the entry of such an order appointing a receiver to collect any Member's share of any profits or capital of the Company, and (iii) the distribution of any Membership Interest from the estate of a decedent (collectively, "Transfer"), other than for Tax Planning, as provided in Section 13.2, below, all or any part of his Membership Interest or Economic Interest without the vote or written consent of the Members holding a Majority Interest and the Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article XIII.

(b) Except for Transfers in accordance with the provisions of Section 13.1, no Member may voluntarily or involuntarily Transfer any portion of his Membership Interest or Economic Interest in the Company or voluntarily withdraw as a Member from the Company without the vote or prior written consent of the Members holding a Majority Interest, which may be granted or withheld in sole and unlimited discretion of such Members.

(c) The Transfer of a Membership Interest pursuant to this Article XIII, unless otherwise provided herein, shall not result, however, in the Transfer of any of the transferor's rights as a Member, other than the right to the transferor's share of income, gains, losses, deductions and credits as provided in Section 9.1 and the right to receive distributions, unless the Members holding a Majority Interest shall consent in writing to the admission of such transferee as a Member. Each Member hereby acknowledges the reasonableness of the restrictions contained in this Article XIII in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Interest in violation of the restrictions contained in this Section 13.1 shall be deemed invalid, null and void, and of no force or effect. Any person to whom a Membership Interest is attempted to be Transferred in violation of this Section 13.1 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company or have any

other rights in or with respect to the Membership Interest.

(d) In the event a Member wishes to withdraw, or dies and their estate wishes to withdraw, the withdrawing Member or the estate of the Member, as the case may be, shall provide written notice of such intent to the Manager(s) and other Members, and the Company, and the Company shall obtain an appraisal of the fair market value of the withdrawing or deceased Member's Membership Interest, performed by a qualified appraiser, taking into account all facts and circumstances relevant to a competent appraisal of value of similar businesses organized in partnership form, and taking into account the percentage ownership of the deceased Member using a formula of one and one-half (1.5) times the most recent twelve (12) month gross of the Company. The Members holding a Majority Interest shall then vote to either sell the assets of the Company and liquidate the Company, or to purchase the withdrawing or deceased Member's Membership Interest valued at the appraised value. If the withdrawing Member or the estate of the deceased Member disagrees with the appraised value, it may seek its own appraisal within sixty (60) days after receipt of the Company's appraisal, of such Member's Membership Interest, at their own expense. If the appraisal for the withdrawing or deceased Member's Membership Interest is not acceptable to the Members holding a Majority Interest, then the two appraisers hired by the Company, the withdrawing Member, or the Estate of the deceased Member, respectively, shall seek an appraisal from a third appraiser, the cost of which shall be borne equally by both parties. The two closest appraisals shall be averaged and discounted by twenty-five (25%) percent to arrive at the sales price. The sales price shall be further reduced by any amounts owed by the withdrawing Member or the deceased Member, under Article X, above, whose determination shall be binding on all of the parties which appraisal shall be completed within sixty (60) days of selection. If the withdrawing or deceased's Member's Membership Interest is to be purchased, the Members holding a Majority Interest shall vote to determine whether the Company or the other Members, pro rata, based on their Membership Interests, at their election, shall purchase the Membership Interest pursuant to a note to be paid in quarterly installments over ten (10) years at the Minimum Federal Rate, with no prepayment penalty. The Company may purchase life insurance on the lives of the Members to satisfy its obligations hereunder. In the event the Company elects to purchase insurance it must use the proceeds to purchase a deceased Member's Interest if a deceased Member's Estate elects to sell its Interest to the Company.

(e) Immediately upon the occurrence of a withdrawal which is permitted herein, the withdrawn Member, or the successor of the withdrawn Member, if any, shall no longer be, or shall not become, a Member. The successor holder shall have the right to the share of income, gains, losses, deductions and credits as provided in Section 11.1; provided, however, in such event, neither the withdrawn Member nor the successor of the withdrawn Member shall be entitled to receive payment for the withdrawn Member's Membership Interest in the Company as of the date the withdrawn Member withdrew from the Company.

Section 13.2 - Transfer for Tax Planning. A Member may Transfer all or any portion of his or her Membership Interest outright or to a trust for the income benefit of his or her spouse or lineal descendants (including lineal descendants by adoption), or if Member is a trust, distribute all or any portion of such Member's Membership Interest to such Member's beneficiaries or their spouse, or to an entity established solely for their benefit, and such beneficiaries' lineal

descendants (including lineal descendants by adoption); provided, however, that (i) each such Transfer shall be made only for bona fide estate, gift or other tax planning purposes, (ii) any such transferee's Membership Interest shall remain subject to all restrictions hereunder, and (iii) no Transfer under this Section 13.2 shall relieve the transferor of any obligation under this Agreement, and (iv) such transfer is agreed to by the Members holding a Majority Interest. As a precondition to such Transfer, the Manager(s), in its sole discretion, may require that any voting or control rights relating to the Membership Interest be exercised only by an initial party to this Agreement. Any person who is a transferee of any portion of any Membership Interest under this Section 13.2 is referred to herein as a "Family Transferee."

Section 13.3 - Section 754 Election. Upon the death of a Member, at the request of the representative of such deceased Member, or upon a Transfer of a Membership Interest, the Manager(s) may, in their sole discretion, cause the Company to elect, pursuant to Section 754 of the Code, or the corresponding provisions of subsequent law, to adjust the basis of Company property as provided in Sections 734 and 743 of the Code.

Section 13.4 - Tax Treatment. The Company shall be taxed as a partnership under Subchapter K of the Code, as amended and be disregarded for federal and state tax purposes, and shall report its income accordingly.

ARTICLE XIV ADDITIONAL MEMBERS

Section 14.1 - General. Subject to the terms and conditions of this Operating Agreement and the written consent of the Members holding a Majority Interest, from the date of the formation of the Company, any Person or Entity may become a Member in this Company either by the issuance by the Company of Membership Interests for such consideration as determined by the Members holding a Majority Interest, or as a transferee of a Member's Membership Interest or any portion thereof. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager(s) may, at his or their option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE XV DISSOLUTION AND LIQUIDATION

Section 15.1. - Dissolution.

(a) The Company shall be dissolved and its affairs shall be wound up upon the happening of any of the first to occur of the following:

- (i) at the time specified in its Articles of Organization;
- (ii) written consent of the Members holding at least a Majority Interest;
- (iii) an Event of Dissociation of a Member, unless there are at least two remaining

Members and the business of the Company is continued by the written consent of remaining Members holding a Majority Interest within thirty (30) days after the Event of Dissociation; or

(iv) entry of a decree of final dissolution under the Act.

(b) As soon as possible following the occurrence of any of the events specified in this Section 15.1 effecting the dissolution of the Company, the Manager shall proceed to wind up the Company's business in accordance with the Act.

(c) Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily resign from membership in the Company or take any other voluntary action which directly causes an Event of Dissociation. Unless otherwise approved in writing by Members owning a Majority Interest, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of an Event of Dissociation, regardless of whether such Event of Dissociation was the result of a voluntary act by such Member, shall not be entitled to receive any distributions to which such Member would not have been entitled had such Member remained a Member. Damages for breach of this Section 15.1(c) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled with.

Section 15.2. - Distribution of Proceeds on Liquidation.

(a) Upon dissolution, winding up and liquidation (within the meaning of Section 1.704-1(b)(2)(i)(g) of the Treasury Regulations) of the Company, the assets of the Company shall be liquidated and distributed in the following order of priority:

(i) The claims of creditors other than Members shall first be satisfied and reserves established as deemed necessary or desirable by the Manager;

(ii) All outstanding debts and liabilities owing to the Members shall be repaid; and

(iii) The balance, if any, shall be paid to the Members in accordance with Article VIII.

(iv) The Company may be liquidated by either: (i) selling the Company assets and distributing the net proceeds therefrom in the manner provided in Section 15.2(a); and/or (ii) by distributing the assets to each Member. The choice and relative values of the property or money so distributed to each Member shall be in the sole discretion of the Members holding a Majority Interest and, in the absence of fraud or bad faith, shall be binding and conclusive on all persons interested.

(b) Distributions made pursuant to this Article XV may be distributed to a trust established for the purposes of liquidating Company assets, collecting amounts owed to the Company and paying any contingent or unforeseen liabilities or obligations of the Company or the Manager arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the manager, in the

same proportion as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement.

ARTICLE XVI REPRESENTATIONS AND COVENANTS OF MEMBERS

Section 16.1. - Member's Representations and Covenants Regarding Tax, Securities Laws and Other Matters. Each Member hereby acknowledges that, by its execution and delivery of this Agreement, that it has acquired a Membership Interest, set forth in Schedule A of this Agreement, and it represents and covenants with the other Members and the Company that:

Section 16.2. - Non-Resident Withholding Status. Such Member will notify the Manager(s) and the Members of, comply with, and indemnify any of them from, the withholding, reporting and tax or other payment requirements, if any, imposed on the transfer to a foreign individual or entity of interest, rents, profits, capital gains or other income taxable under United States federal or state law, arising from the Membership Interest as set forth in this Agreement.

Section 16.3. - Authority. Such Member has full right, power and authority to enter into and perform its obligations under this Agreement and purchase the Membership Interest set forth on Schedule A and such purchase does not violate any term, covenant, agreement, regulation or law to which such Member may be subject and that the purchase of such Membership Interest under this Agreement and the performance of the Member's obligations under this Agreement have been duly authorized. Each Member and each owner of a Member represents that they have had no legal proceedings brought against them civilly or criminally by any Person or governmental agency, nor has any such proceeding been threatened, nor do they know of any reason why such a proceeding might be brought, which would negatively impact the Company's ability to acquire any license or conduct its operations as intended.

Section 16.4. - Due Diligence. Each Member has directly obtained, been furnished with or given adequate access to and had an opportunity to review, all financial and other information with respect to the Company, which it has requested and/or which it deems necessary and material for it to make a determination to enter into this Agreement, and has independently made its own credit and financial analysis and decision to enter into this Agreement and without reliance on the Company or any other Member.

Section 16.5. - Investment Representations. Each Member is entering into this Agreement and purchasing such Membership Interests with the express understanding that (1) the Membership Interests evidenced by this Operating Agreement have not been registered under the Securities Act of 1933, the Connecticut Securities Act or any other state securities laws (the "Securities Acts") because the Company is issuing these Membership Interests in reliance upon the exemptions from the registrations requirements of the Securities Acts providing for issuance of securities not involving a public offering, (2) the Company has relied upon the fact that the Membership Interests are to be held by each Member for investment, and (3) exemption from registrations under the Securities Acts would not be available if the Membership Interests were acquired by a Member with a view to distribution.

Accordingly, each Member hereby confirms to the Company that such Member is acquiring the

Membership Interests for such own Member's account, for investment and not with a view to the resale or distribution thereof and, except for permitted intra-family transfers, has no present intention of selling, reselling, pledging, subdividing, assigning, transferring, distributing or otherwise dividing such Membership Interest in the Company, and is prohibited from doing so without the consent of the Manager(s), which may be withheld in its/their absolute discretion.

Each Member understands that the Company is under no obligation to register the Membership Interests or to assist such Member in complying with any exemption from registration under the Acts if such Member should at a later date, wish to dispose of the Membership Interest. Furthermore, each Member realizes that the Membership Interests are unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an "affiliate" of the Company and the Membership Interest has been beneficially owned and fully paid for by such Member for at least three years.

Prior to acquiring the Membership Interests, each Member has made an investigation of the Company and its business and have had made available to each such Member all information with respect thereto which such Member needed to make an informed decision acquire the Membership Interest. Each Member considers himself or itself to be a person possessing experience and sophistication as an investor which are adequate for the evaluation of the merits and risks of such Member's investment in the Membership Interest.

Section 16.6. - Accredited Investor Status. Each Member, unless otherwise agreed, is an accredited investor, as such term is defined in United States securities law, and is aware of and able to bear the economic risks involved in its entering into this Agreement and purchasing the Membership Interest, and does not foresee the occurrence of any event which would alter said ability.

Section 16.7. - No Representation or Warranty. Each Member acknowledges that the Company, and the other Members have not and do not make, and each Member is not relying upon, any representations or warranties.

Section 16.8. - No Recourse. Each Member is aware that its purchase of the Membership Interest is without recourse to the Company, or any Manager(s), or Member of the Company, and the Member's sole recourse shall be under this Agreement.

Section 16.9. - Approvals. In the event that the Company requests any approval of any document or any approval of or joinder in direction to the Manager(s) to take or not take any action hereunder (whether or not such approval or joinder is required by the terms hereof), the Members will use their good faith efforts to promptly review the subject or such request and respond thereto; provided, however, the Members shall be deemed to have approved any such request by the Manager(s), unless the Members have notified the Manager(s) of its disapproval within ten (10) business days after the Member(s)' receipt of such request.

Section 16.10. - Foreign Status. To the extent a Member's ownership of (and/or tax elections with respect to) its Membership Interest of the Company, because of the Member's alien non-resident status, would alter the tax consequences otherwise available to the other Members of the Company, the Manager(s) shall have the right, but not the obligation, in its sole discretion, to

purchase such Member's Membership Interest, unless such Member, at its election, permits the Manager(s) to make such allocation or other adjustments as are necessary to offset any tax benefits lost to other Members because of the Member's alien non-resident status, or the Member indemnifies the other Members from such lost benefit or additional liability out of its pro rata share.

ARTICLE XVII MISCELLANEOUS PROVISIONS

Section 17.1. - Confidentiality. Each Member and Manager(s) agrees, as set forth below, with respect to any information pertaining to the Company, Members, or Manager(s) of the Company, Members or Manager(s), that is provided to such Member or Manager(s) pursuant to this Agreement, or otherwise (collectively, "Confidential Information"), to treat as confidential all such information, as well as any analyses, studies or other documents or records prepared by such Member or Manager(s), or any representative or other person acting on behalf of such Member or Manager(s) (collectively, his, her or its "Authorized Representatives"), which contain or otherwise reflect or are generated from Confidential Information, and will not, and will not permit any of his, her or its Authorized Representatives to, disclose any Confidential Information, provided that any Member or Manager(s) (or his, her or its Authorized Representatives) may disclose any such information: (a) as has become available to the public without breach of his, her or its obligations under this Section 17.1 ; (b) as may be required or appropriate in any tax return or any report, statement or testimony submitted to any judicial or other governmental authority having or claiming to have jurisdiction over such Member or Manager(s) (or his, her or its Authorized Representatives), but only that portion of the data and information which, in the written opinion of counsel for such Member or Manager(s) or Authorized Representative is required or would be required to be furnished to avoid liability for contempt or the imposition of any other material judicial or governmental penalty or censure; or (c) as to which the Manager(s) has consented in writing. The Members acknowledge that all intellectual property developed during the existence of the Company by any Person or the Company, no matter by whom paid, belongs exclusively to Tom and Tom is free to use such property as he in his sole and absolute discretion deems advisable regardless of how such use impacts the Company. The provisions of this Section shall survive termination of this Agreement forever.

Section 17.2. - Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

Section 17.3. - Governing Law. This Operating Agreement and the application of interpretation hereof, shall be governed by exclusive terms and by the laws of the State of Connecticut, and specifically the Act.

Section 17.4. - Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right he may have to maintain any action for partition with respect to the property of the Company.

Section 17.5. - Amendments. Except as otherwise expressly permitted by this Operating Agreement or as otherwise required by the laws of the State of Connecticut, this Operating Agreement may not be amended except by the written agreement of the Members holding a Majority Interest.

Section 17.6. - Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

Section 17.7. - Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

Section 17.8. - Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe; interpret; define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

Section 17.9. - Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 17.10. - Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 17.11. - Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 17.12. - Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

Section 17.13. - Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

Section 17.14. - Counterparts. This Operating Agreement may be executed in counterparts, each

of which shall be deemed an original but all of which shall constitute one and the same instrument.

Section 17.15. - Rule Against Perpetuities. The parties hereto intend that the Rule against Perpetuities (and any similar rule of law) not be applicable to any provisions of this Operating Agreement. However, notwithstanding anything to the contrary in this Operating Agreement, if any provision in this Operating Agreement would be invalid or unenforceable because of the Rule against Perpetuities or any similar rule of law but for this Section 17.15 the parties hereto hereby agree that any future interest which is created pursuant to said provision shall cease if it is not vested within twenty-one years after the death of the survivor of the group composed of the initial Members who are individuals and their issue who are living on the date of this Operating Agreement and their issue, if any, who are living on the effective date of this Operating Agreement.

Section 17.16. - Oral Modification. No modification or waiver of this Agreement or any part hereof shall be valid or effective unless in writing and signed by the party or parties sought to be charged therewith. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other subsequent breach or condition, whether of like or different nature.

Section 17.17. - Oral Agreements. This Agreement supersedes any and all oral or written agreements and understandings heretofore made relating to the subject matter of this Agreement, and this Agreement constitutes the entire agreement and understanding of the Members relating to the subject matter of this Agreement.

Section 17.18. - Representation. Each party hereto agrees and acknowledges that they have had sufficient opportunity to review this Agreement, the terms hereof, and any documentation referred to herein and seek independent legal representation with regard to the execution thereof.

IN WITNESS WHEREOF, the undersigned members have hereunto set their hands or caused this instrument to be executed as of the date first hereinabove written.

MEMBERS:

Witness

THOMAS MACRE

Witness

V80 INVESTMENTS, LLC

Witness

By: _____
David Tortorello
Its Member, duly authorized

Witness

EXHIBIT A
MEMBERSHIP INTERESTS

Member	Capital Contribution	Units	Economic Interest
Thomas Macre	\$0.00	500	50%
V80 Investments, LLC	<u>\$500,000.00</u>	<u>500</u>	<u>50%</u>
Totals	\$500,000.00	1,000	100%

EXHIBIT B

ARTICLES OF ORGANIZATION

B. IF AGENT IS A BUSINESS:
PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

CT BUSINESS ADDRESS (P.O. BOX UNACCEPTABLE)

ADDRESS:

CITY:

STATE: ZIP:

SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

PRINT NAME & TITLE OF PERSON SIGNING:

6. MANAGER OR MEMBER INFORMATION-REQUIRED: (MUST LIST AT LEAST ONE MANAGER OR MEMBER OF THE LLC.)
ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
Thomas Macre	Manager	284 Racebrook Road, #217 Orange, CT 06477	3 Morris Street West Haven, CT 06518

7. MANAGEMENT - PLACE A CHECK NEXT TO THE FOLLOWING STATEMENT ONLY IF IT APPLIES

MANAGEMENT OF THE LIMITED LIABILITY COMPANY SHALL BE VESTED IN A MANAGER OR MANAGERS

8. EXECUTION: (SUBJECT TO PENALTY OF FALSE STATEMENT)

DATED THIS 13th DAY OF June, 2013

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
Oscar M. Parente, Esq.	

AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH THAT THE ENTITY WAS FORMED/REGISTERED AND CAN BE EASILY FILED ONLINE @ www.concord-sots.ct.gov
 CONTACT YOUR TAX ADVISOR OR THE TAXPAYER SERVICE CENTER AT THE DEPARTMENT OF REVENUE SERVICES AS TO ANY POTENTIAL TAX LIABILITY RELATING TO YOUR BUSINESS, INCLUDING QUESTIONS ABOUT THE BUSINESS ENTITY TAX.
 TAX PAYER SERVICE CENTER: (800) 382-9463 OR (860) 297-5962 OR GO TO www.ct.gov/drs

SCHEDULE A
ATTACHMENT
TO
ARTICLES OF ORGANIZATION
C-THREE, LLC

Item 2: Description of Business to be Transacted or Purpose to be Promoted shall be to:

- (a) Own, manage and lease real property;**
- (b) accomplish any lawful business whatsoever, or which shall, at any time, appear conducive to or expedient for, the protection or benefit of the Company and its assets;**
- (c) exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Connecticut Limited Liability Company Act, as amended; and**
- (d) engage in all activities necessary, customary, convenient and incident to any of the foregoing.**

B. IF AGENT IS A BUSINESS:
PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

CT BUSINESS ADDRESS (P.O. BOX UNACCEPTABLE)

ADDRESS:

CITY:

STATE: ZIP:

SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

By:

PRINT NAME & TITLE OF PERSON SIGNING:

6. MANAGER OR MEMBER INFORMATION-REQUIRED: (MUST LIST AT LEAST ONE MANAGER OR MEMBER OF THE LLC.)
 ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

NAME	TITLE	BUSINESS ADDRESS (No. P.O Box) IF NONE, MUST STATE "NONE"	RESIDENCE ADDRESS: (No. P.O Box)
Peter Merritt	Manager	5 Pheasant Drive, Armonk, NY 10504	5 Pheasant Drive, Armonk, NY 10504

7. MANAGEMENT - PLACE A CHECK NEXT TO THE FOLLOWING STATEMENT ONLY IF IT APPLIES

MANAGEMENT OF THE LIMITED LIABILITY COMPANY SHALL BE VESTED IN A MANAGER OR MANAGERS

8. EXECUTION: (SUBJECT TO PENALTY OF FALSE STATEMENT)

DATED THIS 15th DAY OF November, 2013

NAME OF ORGANIZER (PRINT OR TYPE)	SIGNATURE
David R. Tortorello	

AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH THAT THE ENTITY WAS FORMED/REGISTERED AND CAN BE EASILY FILED ONLINE @ www.concord-sots.ct.gov
 CONTACT YOUR TAX ADVISOR OR THE TAXPAYER SERVICE CENTER AT THE DEPARTMENT OF REVENUE SERVICES AS TO ANY POTENTIAL TAX LIABILITY RELATING TO YOUR BUSINESS, INCLUDING QUESTIONS ABOUT THE BUSINESS ENTITY TAX.
 TAX PAYER SERVICE CENTER: (800) 382-9463 OR (860) 297-5962 OR GO TO www.ct.gov/drs

Business Inquiry

HOME HELP

Business Details

Business Name: **V80 INVESTMENTS, LLC** Citizenship/State Inc: **Domestic/CT**

Business ID: [REDACTED] Last Report Filed Year:

Business Address: **7 BATTERY PARK DR, BRIDGEPORT, CT, 06605** Business Type: **Domestic Limited Liability Company**

Mailing Address: **NONE** Business Status: **Active**

Date Inc/Registration: **Nov 04, 2013**

Principals Details

Name/Title	Business Address	Residence Address
PETER MERRITT MANAGER	5 PHEASANT DR, ARMONK, NY, 10504	5 PHEASANT DR, ARMONK, NY, 10504

Agent Summary

Agent Name **DAVID R TORTORELLO**

Agent Business Address **7 BATTERY PARK DR, BRIDGEPORT, CT, 06605**

Agent Residence Address **7 BATTERY PARK DR, BRIDGEPORT, CT, 06605**

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BANK OF AMERICA, N.A. (THE "BANK")

V80 INVESTMENTS LLC

BUSINESS INT MAXIMIZER



Last Posting Date 11/08/2013

Date/Time Printed 11/12/2013 3:36 PM EST

Since Last Statement Summary

Last Statement Date		
Balance Last Statement (\$)		
Deposits/Credits (+)	#	Holds (-)
Withdrawals/Debits (-)	#	Pending Credits (+)
Available Balance (\$)		\$500,000.00

Some of the information was not available when this page was printed. Please ask your Bank of America banker to assist you

Balance Last Statement, Deposits/Credits, Withdrawals/Debits may not total to Available Balance.

Date	Description	Type	Amount	Available Balance
	Amount included in Available Balance			
Processing	PENDING CREDIT ON 11/12	Credit	\$25,000.00	\$500,000.00
Processing	TELLER TRANSACTION CREDIT ON 11/12	Credit	\$225,000.00	\$475,000.00
Processing	TELLER TRANSACTION CREDIT ON 11/12	Credit	\$250,000.00	\$250,000.00

No More Activity For This Account

For additional information or service, please contact the Customer Service Center at 1-800-432-1000

* = Item(s) included in Previous Statement(s).



TERM SHEET PROPOSAL
C-THREE, LLC

November 11, 2013

BORROWER: C-Three, LLC

LENDER: V80 Investments, LLC

CREDIT FACILITY: \$2,000,000 Revolving Line of Credit

REPAYMENT / MATURITY: The Credit Facility shall be repaid in monthly payments of accrued interest, with the entire outstanding principal balance payable five (5) years from closing.

PURPOSE: The proceeds of the Credit Facility shall be used for working capital, capital expenditures, and general business purposes.

SECURITY / COLLATERAL: First priority perfected security interest in all of Borrower's assets.

PRICING: The rate of interest charged to the Lender for its borrowing of the amounts necessary to fund the Credit Facility.

GUARANTORS: None

PREPAYMENT PENALTY: None

UNUSED FEE: None

OTHER TERMS & CONDITIONS: The Credit Facility must be repaid before the Borrower repays any third party indebtedness (excluding approved trade debt).

EXPENSES: Borrower will pay all reasonable costs and expenses incurred by Lender associated with the preparation, due diligence, administration and enforcement of all documentation executed in connection with the Credit Facility, including, without limitation, the legal fees of counsel to Lender whether or not the Credit Facility is closed.

The final terms and conditions of the Credit Facility will be subject to completion of due diligence, execution of documentation satisfactory to the Lender and other considerations determined necessary by Lender in its sole discretion.

H:\A\Tortorello.D&M\CO\Loan.Term.Sheet.docx

Bank of America, N.A.

November 8, 2013

V80 Investments LLC
David Tortorello Member
7 Battery Park Dr.
Bridgeport, CT 06605

Dear Dave:

Please accept this letter as confirmation that you have an available line of credit in the amount of One Million Dollars (\$1,000,000) with US Trust. These funds are available to be drawn by you at any time..

Regards,



Debra O'Connor
Senior Vice President
Private Client Manager

U.S. Trust, CT1-010-01-01
55 Railroad Avenue 2nd Floor, Greenwich, CT 06830

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Ziminsky Group

Wealth Management
350 Lexington Avenue
40th Floor
New York, NY 10017
tel 212 692 2854
fax 212 692 2915
toll free 800 627 0608

Morgan Stanley

Nov. 12, 2013

Peter G. Merritt
Member, V80 Investments LLC
5 Pheasant Drive
Armonk, NY 10549

Dear Peter,

This letter will confirm that you have an available line of credit in the amount of One Million Dollars (\$1,000,000) with Morgan Stanley Bank, N.A. These funds are available to be drawn by you at any time.

Kind regards,



Victor D. Ziminsky III

Victor D. Ziminsky, Jr.
Senior Vice President
Senior Portfolio Management Director
victor.d.ziminsky.jr@morganstanley.com

Victor D. Ziminsky, III
Senior Vice President
Senior Portfolio Management Director
Family Wealth Director
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**Staffing Plan
Resumes**

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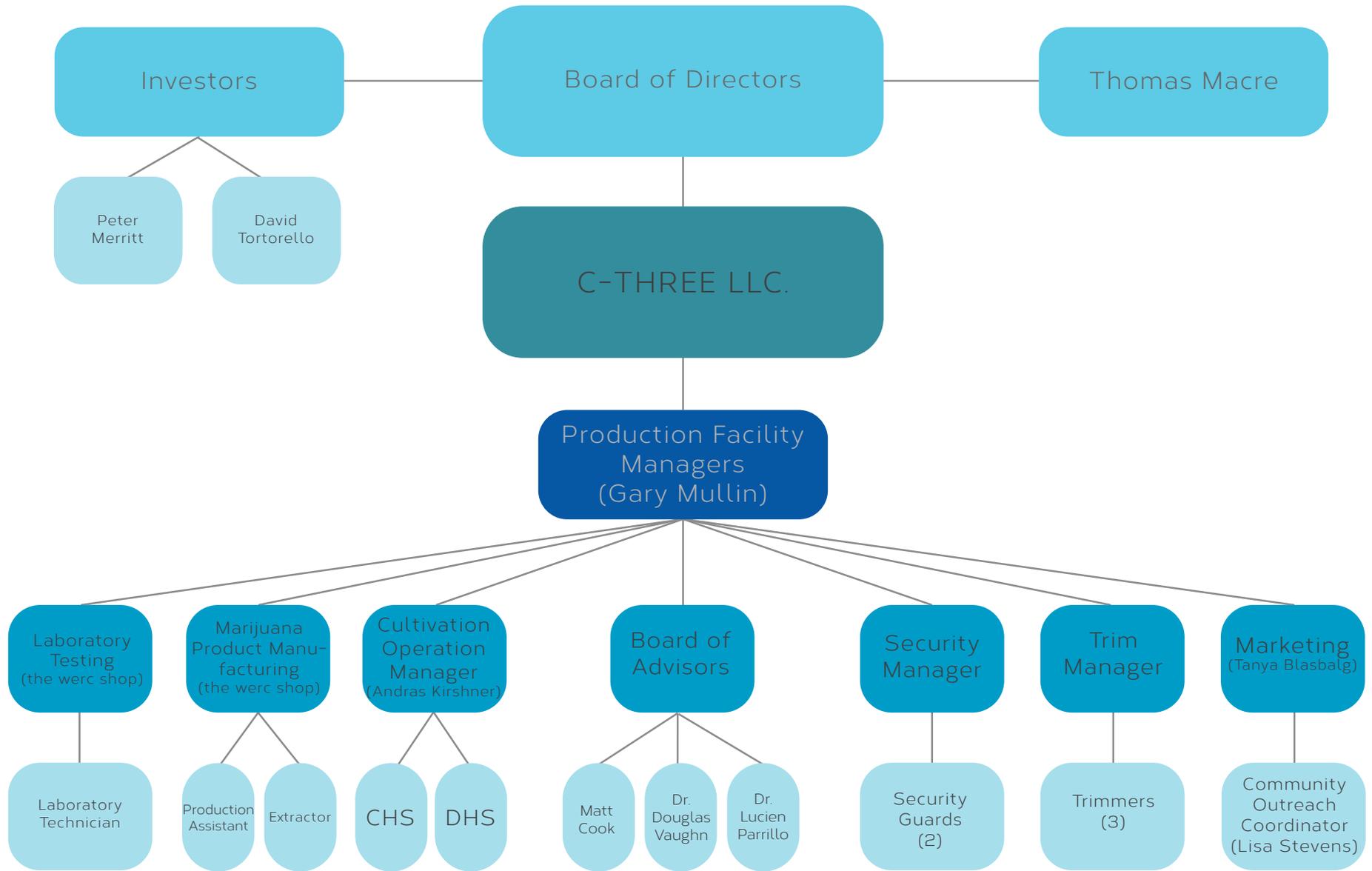
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ORGANIZATIONAL CHART



C-THREE LLC.**Board of Directors**

Thomas Macre
Peter Merritt, M.B.A
David Tortorello, M.B.A

High Level Employees

Jeffery C. Raber, Ph.D
Sytze Elzinga
Andras Kirschner, B.S, Sustainable Agriculture
One semester away from an M.B.A. degree

Board of Advisors

Matt Cook – Compliance and Security Consultant
Lucien Parrillo, M.D., M.P.H., C.I.M.E
Douglas W. Vaughn, M.D., D.D.S.

Managers

Gary Mullin, M.B.A. – Production Facility Manager
Tanya Blasbalg – Marketing Director

2. Management Structure

C-THREE is going to employ a relatively simple management structure focused on building reciprocal relationships between staff, management, and the advisory board. The security manager, Ingestible Item Preparer, Trim manager, CHS and DHS all report to the Facility Manager who communicates directly with the Executive Director. The Production Facility manager is also responsible for maintaining all books, records, and other confidential information.

Chief Executive Officer – Thomas Macre

The role of the Executive Director is to design, develop and implement strategic plans for the organization in a cost-effective and time-efficient manner. The Executive Director is also responsible for the day-to-day operation of the organization, including managing committees and staff and developing business plans in collaboration with the board for the future of the organization.

3. Production Led by Experienced Horticulturalists and Leading Cannabinoid Scientists

C-THREE's **mission** is to provide consistently pure, medical-grade marijuana and consistently dosed medical marijuana infused products (MIP's), designed specifically for patient needs, in strict Compliance with the Connecticut Medical Marijuana Program as codified at Connecticut General Statutes, sections 21a-408

specifically for patient needs, in strict Compliance with the Connecticut Medical Marijuana Program as codified at Connecticut General Statutes, sections 21a-408 *et sequens*. Our success in fulfilling our vision is measured by dispensary and patient satisfaction, team member excellence and happiness, improvement in the state of the environment, return on capital investment, and community support..

To execute on its mission, and after vetting various top industry candidates, C-THREE has reached agreements with: (1) Werc Labs LLC, a group comprised of renowned cannabinoid scientists and experienced marijuana product designers engaged to oversee and implement the production of marijuana products to exacting standards, and (2) Warnish LLC d/b/a Phyto Management (“Phyto”) to cultivate superior quality, naturally grown, medical-grade marijuana. Additionally, Matt Cook, author of the Colorado Marijuana Regulatory Scheme and former Senior Director of Enforcement, Colorado Department of Revenue, has been hired as Chief Security and Compliance Consultant. In faithfully executing his office, Mr. Cook oversaw 220 full time employees and a \$54 million dollar budget.

4. Werc Labs, LLC: Marijuana Products by Leading Cannabinoid Scientists

C-THREE shares DCP’s commitment to a healthy Connecticut. Accordingly, after vetting several candidates, C-THREE has partnered with the product development team most capable of meeting patient needs on an ongoing basis: Werc Labs.¹

Ensuring patient safety begins with understanding the nature of the plant, and the scientifically appropriate methods of characterizing products derived from the plant. From this knowledge base, products can be produced accurately, consistently, and with the correct mix of 37 different terpenes and cannabinoid weight ratios. This foundation begins with a strong analytical testing protocol, which our team possesses and excels with arguably more so than any other laboratory operating within cannabis in the United States today.

Werc scientists have successfully developed or co-developed marijuana products including brownies, cookies, cakes, breads, capsules, smoothies, drinks, topical ointments, tinctures, hard candies, chocolate bars, and even ice cream. Werc is also known for operating the most advanced cannabinoid and, critically, terpene laboratory serving the medical cannabis market in the United States. Werc is second to none in efficacy, consistency, and quality control (QC).

Additionally, Werc is best positioned to develop new products with C-THREE as they, uniquely, continue to uncover how 37 different terpenes interact and treat qualifying conditions – while helpful, merely scrutinizing the weight component

¹ Werc Labs LLC is an entity created by The Werc Shop LLC for the purposes of operating in Connecticut under the C-THREE license

of a few cannabinoids (e.g. THC and CBD) is insufficient and leads to different patient outcomes.

Dr. Jeffrey C. Raber, PhD

Werc was founded by Dr. Jeffrey C. Raber, Ph.D. in Chemistry from the University of Southern California with a focus on developing new synthetic organic methodologies. Dr. Raber studied plant phylogenetics of the RuBisCO enzyme while at Lebanon Valley College, and was named to the USA Today 1997 All-USA College Academic Team for his research accomplishments in this area. Dr. Raber completed his degree at USC in less than 5 years, and was awarded the Harold and Lillian Moulton Fellowship. Upon receipt of his degree from USC Dr. Raber was asked to join a start-up company as the Director of Product Development where he created new molecular scaffolds for use as starting points in the investigation of new pharmaceuticals by medicinal chemists and successfully transferred proprietary reaction methodology and know-how to a production partner. Dr. Raber was subsequently approached to join another start-up company focusing on development and commercialization of a novel chemical reactor technology. Dr. Raber initially joined the company as the Chief Chemist and thereafter became Vice President and then President, and was appointed as a member of the company's Board of Directors. Dr. Raber frequently works with local educational institutions assisting MBA students in deriving their business plans and evaluating their technologies while continuing to develop and create new technologies of his own. Dr. Raber is an accomplished scientist, patented inventor and seasoned executive with all of the skills necessary to direct The Werc Shop's efforts.

Recognizing the need for quality control and assurance in California's Medical Cannabis market, Dr. Raber founded an analytical testing laboratory that provided services to market participants: Werc. Having studied peer-reviewed scientific publications relating to the beneficial impacts of cannabinoid receptor medications, a specialty area for Dr. Raber, he envisioned the means for furthering everyone's understanding and fundamental knowledge of the sustainable medication provided through the use of Cannabis sativa L. derived products.

Dr. Raber, Ph.D is an accomplished marijuana product designer and quality assurance specialist, and has presented at cannabinoid and terpene conferences across the United States and abroad.

Sytze Elzinga

As a cannabinoid scientist and marijuana product designer, Sytze's experience is invaluable and, for lack of a better description, unique. C-THREE is pleased to partner with the only team with meaningful expertise pertaining to the proper analysis and quality control of medicinal cannabis. While at Werc, Sytze continues to push the frontier of scientific understanding of medicinal cannabis.

Sytze received his bachelor's degree in biochemistry and subsequently went on to complete his Masters of Science in Natural Product Chemistry from Leiden University in The Netherlands in 2006. Sytze's early research work involved investigations of Artemisinin and sesquiterpene precursors found in dead and green leaves of *Artemisia annua* L. Additional work involved investigation of the origin of licorice through the use of NMR. Following the completion of his master's thesis Sytze moved on to Farmalyse, a pharmaceutical contract laboratory which performs the quality control and release of pharmaceutical products. Farmalyse possesses the sole contract with the Dutch government for the quality control of the medicinal cannabis provided on prescription through the pharmacies in the national medical marijuana program. At Farmalyse Sytze was responsible for the quality control of all medicinal cannabis for the Dutch pharmaceutical market.

Research at Farmalyse was conducted on the extraction and purification of THC from medicinal cannabis. These efforts lead to a spin-off company, Echo Pharmaceuticals, where Sytze was the laboratory manager and was responsible for all laboratory activities. Sytze was responsible for the, creation and validation of cannabinoid standards as well as purification of THC to be used as an active pharmaceutical ingredient (API) for the production of a novel tablet, which is currently undergoing Phase II clinical studies.

5. **Phyto Management: Agricultural and Cannabis Cultivation Experience**

Phyto Management is a marijuana-cultivation and operational management company with deep experience in all aspects of commercial cannabis cultivation and production. Besting more than 80-plus would-be applicants, Phyto was recently awarded approval to operate a medical cannabis cultivation center in Washington DC by the DC Department of Health, a highly regulated medical marijuana market under strict scrutiny.² Phyto's Managing Member, Mr. Andras Kirschner, carries with him more than a decade of relevant, commercial experience, and has advanced degrees in **Plant Science** and **Sustainable Agriculture** from the University of Maine. In addition to his Bachelor's Degrees from University of Maine, Mr. Kirschner is six (6) credits shy of his Masters in Business Administration (MBA) from Loyola Marymount University in Los Angeles – a distinction he has placed on hold to further the success of Phyto Management. Supported by his able staff, Mr. Kirschner will manage and oversee the design, construction, and operation of the C-THREE cultivation facility.

The cultivation processes and protocol designed and perfected by Mr. Kirchner is at the core of the C-THREE business model. The operation is a scalable, perpetual harvest cultivation model designed to produce pure, organic yields at regular

² Phyto Management LLC is a separate cannabis cultivation entity operating in Washington DC under license from the Department of Health in the District. Mr. Kirschner is the founder and Managing Member of that DC entity, and Warnish LLC d/b/a Phyto Management, C-THREE's cultivation partner.

intervals. In customizing his cultivation protocol for the C-THREE facility, Mr. Kirschner worked closely with architects, contractors, and a draftsman to design an eco-friendly facility capable of efficient yet large yields. With more than 12 years of commercial scale, highly specialized experience, Mr. Kirschner and Phyto are poised to oversee the production of pure, organic medical marijuana in the state of Connecticut.

While earning degrees in Sustainable Agriculture and Plant Science at the University of Maine, Mr. Kirschner solely managed the Black Bear Food Guild, and successfully shepherded the Guild through the organic certification process as administered by the Maine Organic Farmers and Growers Association, (MOFGA). Established in 1994, the Black Bear Food Guild is a community supported, agricultural initiative that managed acres of organic produce, and delivered and sold fresh fruits and vegetables to 60 shareholders comprised of local businesses including restaurants and grocery stores.

After obtaining his B.S. degree, Mr. Kirschner moved to Vermont, where he founded and established Stony View Farms – an organic farm set on 90 acres of land purchased from the Vermont Land Trust. From 2004 to 2006 Mr. Kirschner raised organic produce in 3,000 square feet of Greenhouse space and 2 acres of land. He sold produce to local restaurants and health food stores. Mr. Kirschner sold the farm in 2009.

In addition to his extensive scientific knowledge and practical cultivation experience, Mr. Kirschner is also a professional contractor and carpenter, and has served as general contractor on multi-million dollar construction projects. Having led and worked with teams of subcontractors and carpenters in the construction of high-end residential homes in Vermont and Oakland, Mr. Kirschner will work with and manage C-THREE's general contractor upon securing final approval. A unique blend of contractor and cannabis cultivation specialist, Mr. Kirschner is well-suited to lead these initiatives.

Additionally, in 2010, Mr. Kirschner moved to Los Angeles to pursue a Masters in Business Administration (MBA) at Loyola Marymount University. He is 6 credits shy of earning this distinction, which he has placed on hold to further the success of Phyto Management.

In 2011, Mr. Kirschner formed Phyto Management LLC in Washington, DC to apply for one of ten Cultivation Center licenses. Besting more than 80 would-be applicants, Phyto was awarded one of the first six (6) licenses issued by the DC Department of Health. .

6. Matt Cook – Security and Compliance Consultant

Safety, security, and strict compliance is critical to successful production. To that end, C-THREE has partnered with Matt D. Cook. Mr. Cook has been

instrumental in the planning and development of the C-THREE organization and its security and compliance measures.

Mr. Cook launched Cook Consulting in February 2007, and is eager to share his expertise in public policy and enforcement. Matt brings highly skilled and experienced representation and advocacy to clients with public policy interests. He offers expert insight into public policy development, analysis and enforcement with a focus on medical marijuana regulation and compliance.

Matt has varied and extensive experience gained from a lifetime career in enforcement. He has been involved at the local, state and federal levels. His unique accomplishments with authoring and implementing Colorado's groundbreaking medical marijuana regulatory scheme have earned him a national reputation. His work as the leader of the Medical Marijuana Enforcement Division has been featured in popular publications such as TIME Magazine, ABA Journal, NY Times and The Washington Post. In addition, Matt was featured in CNBC's – Marijuana USA and 60 Minutes.

As Senior Director of Enforcement for the Colorado Department of Revenue, Matt also supervised Gaming, Alcohol and Tobacco Enforcement, Racing Events, Auto Industry Division, Safety and Security, Drivers License Hearings and he was Chairman of the Colorado Automobile Theft Prevention Authority (CATPA). In this capacity, he effectively managed a 154 million dollar budget and 220 full-time employees.

Matt is nationally recognized as a regulatory expert for beverage, alcohol and medical marijuana. He served as Vice President of the National Conference of State Liquor Administrators and represented License states as a Joint Committee of the States Representative. As Division Director for Colorado Alcohol and Tobacco Enforcement, he established and directed enforcement policies statewide. He was active with legislative proposals concerning dog and horse racing events and alcohol and tobacco public policy.

Previously, as Licensing Director and Enforcement Supervisor for Colorado Liquor Enforcement, Matt coordinated liquor law enforcement and the licensing with the 332 local venues in Colorado. He efficiently managed the more than 12,000 beverage alcohol licensees in Colorado. He was also instrumental in drafting many legislative matters for the Colorado General Assembly concerning beverage alcohol.

Additionally, Matt has an enforcement background at the local level. As License Enforcement Officer and Administrator for the City of Colorado Springs, he enforced liquor laws and regulated all other City issued business licenses with a focus on liquor licenses, and became a qualified expert witness in Colorado beverage alcohol law. Matt recognized expertise in the 21st Amendment allowed him to act as a technical advisor to the Local Liquor Licensing Authority.

Matt also served as a Special Agent for the United States Air Force Office of Special Investigations (AFOSI). He performed extensive case work with DEA, FBI, ATF, DIS and Secret Service while investigating federal crime, including narcotics, fraud, and espionage.

7. C-THREE Staff: Driven & Compassionate

The core team of staff members that C-THREE has and will continue to assemble provides the basis for the further growth of the organization as business clients, patients and caregiver demand increases. Each staff member will have a unique set of responsibilities they will be required to attend to, while also upholding the values of C-THREE as set forth in the Staff Handbook. The overall success in providing this service to Connecticut residents depends on the specialized knowledge, integrity, and intelligence of all C-THREE staff.

The following **staffing plan** contains three (3) distinct manager positions and was designed to enable C-THREE to meet the requirements set forth by the Board. Each staff member plays a key role in the efficient operation of the C-THREE Production Facility. Furthermore, the C-THREE core team will also be invested in the continual development of C-THREE's standard operating procedures and client services.

7 (a) Hours of Operation

The positions detailed in the table above will enable the C-THREE Production Facility to meet its service goals while maintaining the **Minimum Staffing Levels**. The Production Facility will operate 24 hours a day, seven days a week. Normal business hours will be from 7am – 5pm Monday-Saturday. This provides a ten (10) hour window in which the Production Facility will receive supplies, process, manufacture, package, and make deliveries of product to client dispensaries. Supplies delivered to the Production Facility shall only be accepted if scheduled prior to delivery.

The C-THREE Production Facility will maintain normal business hours but the schedules of the Core Team will not be uniform. The schedules of the CHS and DHS will change according to harvest times and other factors, such as equipment maintenance, soil preparation, feeding schedules, plant care, and basic research. The schedule of the Ingestible Item Preparer will change according to product demand, and bulk processing that may occur during harvest. Two (2) security guards will be present during business hours.

7 (b) Safety

The positions presented in this plan enable the C-THREE staff to effectively work in a safe manner that meets the requirements presented by company policies and procedures. At minimum two (2) armed security

guards and one Production Facility staff member will be present during business hours.

8. General Job Descriptions & Qualifications

8 (a) Production Facility Manager

The Production Facility Manager oversees the day-to-day operations of the facility, managing security, manufacturing, facilities, cultivation, accounting, sales and marketing, and public relations. He has financial responsibility of the operation and is accountable to the corporate officers.

The Facility Manager will provide leadership to all departments throughout the facility, and he must keep the project on the Board of Director approved budget. This manager is responsible for overall building experience, cleanliness, comfort, functionality, safety and security.

Gary Mullin

Gary Mullin has nearly 40 years experience in financial services, human resources and consulting businesses in Connecticut. He has held executive positions in management, credit, sales, real estate and operations with Bank of America over a nearly 20-year period. Gary was also a co-founder of Business Lenders, a specialty SBA finance company, where he served as chief credit officer and later, president and CEO. Gary was instrumental in growing Business Lenders to the ninth largest non-bank SBA lender in the United States before selling to Medallion Financial in New York. He was an initial founder, and the first president of the Bank of Southern Connecticut.

Gary founded FTG Financial in 2002 to assist small and medium sized companies in Connecticut in meeting their strategic, growth, and financial objectives. At FTG Gary has worked with start-up, early stage, and mature companies in many industries including professional servicers, banking, technology, child care, retail, manufacturing, wholesale and distribution. The scope of services provided has included consulting in sales, sales management, strategic planning, re-engineering and operating efficiency, cash flow management, value development, staff planning and development, marketing, competitive positioning, financing and financial structuring.

Gary holds a BA from Yale University and an MBA in Finance from the University of New Haven.

8 (b) Chief Horticultural Scientist (CHS)**Job Description** - 40-50 hrs/week.

The Chief Horticultural Scientist will be responsible for overseeing the daily operations of the Production Facility. He/she will manage the entire medical marijuana crop from start to finish. The CHS shall cultivate, harvest, trim, cure and package medical marijuana. This person shall also complete additional conflict resolution training and a medical marijuana certification program as set forth in the Regulations. Furthermore, the CHS will use the Wasp software/hardware to monitor and track C-THREE inventory. Lastly, the CHS will provide a monthly briefing to management in order to aid in decisions concerning C-THREE.

Daily Activities

- Monitor environmental conditions inside the Production Facility, Ensure that environmental control systems are functioning properly, Prepare nutrient mixes and soils,
- Feed plants,
- Monitor growth,
- Screen for pests,
- Maintain a clean and organized working environment,
- Harvest and trim crops,
- Monitor curing marijuana,
- Provide the Ingestible Item Preparer with necessary supplies, and
- Track inventory and order supplies as needed.

Qualifications

The CHS must have a B.S. in horticultural, agricultural, botany, or demonstrate an equal or greater aptitude in cultivating marijuana.

- He/she must be physically fit and able to lift 55lbs.
- Proficiency in using computer-based inventory and database software or demonstrate the aptitude necessary to use such systems.
- Must have a minimum of eight (8) years of experience cultivating and maintaining an agricultural or horticultural crop.
- Familiarity or prior experience working in a life science laboratory or conducting scientific research is preferred.
- Must be an effective communicator as evidenced by three (3) letters of recommendations from prior employers.
- Must have a valid driver's license.

8 (c) Deputy Horticultural Scientist (DHS)**Job Description** – 20hrs – 40hrs/week.

The DHS will work with the CHS to transplant and harvest plants, as well as process, and package medical marijuana, receive supplies, and conduct basic research. This person will work at scheduled intervals during the week to oversee the growth of all plants in the Production Facility.

Additionally, this person will be trained to temporarily take over the duties of the CHS in the event that the CHS becomes ill, is injured, or is temporarily unable to work for some other reason.

Daily Activities

The DHS's daily activities and schedule will vary depending on the needs of the CHS.

Qualifications

- The DHS must have B.S. in horticultural, agricultural, or botanical science or demonstrate a greater aptitude in the cultivation of marijuana specifically.
- Must be physically fit and able to lift at least seventy-five (75) pounds.
- Must be proficient at using computers.
- Prior experience using database and inventory software is preferred.
- A minimum of four (4) years horticultural experience is required.
- Must be an effective communicator as evidenced by three (3) letters of recommendations from prior employers.
- Must have a valid driver's license.

8 (d) Security Guard**Job Description** – 40hrs/week.

This job requires completing multiple tasks throughout the day from meeting basic security requirements to performing data entry, and answering phones. C-THREE Production Facility security will also be operating a digital surveillance, alarm, and intrusion detection system consisting of motion sensing cameras. The security guard will be ex-military and licensed to carry a firearm.

Daily Activities

The Security Guard shall arrive promptly at the scheduled time each day to open the Production Facility and perform opening procedures such as inspecting the facilities and running security system diagnostics. Besides securing the premises, the Security Guard will also be responsible for screening delivery personnel and other visitors before they enter the transaction zone.

Qualifications

- Licensed with a minimum of five (5) years of experience.
- Must have graduated high school or obtained a GED.
- Must be licensed to carry a firearm and have a valid driver's license.
- Military experience or any experience protecting valuable commodities or dangerous materials is required.
- All security guards will be thoroughly screened and staffed from a security specialist.

8 (e) Ingestible Item Preparer**Job Description** - 20-40hrs/week.

The Ingestible Item Preparer (IIP) is responsible for manufacturing all edible medical marijuana preparations. This person will track the strain and amount of marijuana used in each product in order to maintain consistent dosages. The IIP shall develop and maintain a database with the dosage and ingredients of each product. The IIP will also work with the CHS and management to produce a menu, such that client dispensaries can make informed decisions based on the needs of the registered patients. Gluten free, peanut free, and dairy free products will be manufactured in order to meet the needs of registered patients with food allergies. In addition to maintaining the cleanliness of the kitchen, the IIP will package and label products using the WASP inventory software. Additionally, the IIP shall research and develop recipes according to the dietary restrictions of the chronically ill, i.e. using sweeteners with a low glycemic index.

Daily Activities

The IIP will manufacture medical marijuana products as needed, and communicate directly with the CHS.

Qualifications

- At least four (4) years experience.
- High-school diploma or GED required.
- The Ingestible Item Preparer must be familiar with organic and vegan cooking methods. Experience producing edible products for individuals with dietary restrictions and prior experience using inventory and tracking software is preferred.
- A valid driver's license is required.

8 (f) Lab and Extraction Technician**Job Description**

This technician is responsible for testing raw flowers, concentrates, and edibles for potency, mold, mycotoxins, fungus and for providing a cannabinoid profile (THC, CBD, CBN) and terpenoid profile to ensure the quality and consistency of the medicine.

Daily Activities

- Running, maintaining and cleaning the laboratory
- Furnishing and maintaining all laboratory results and reports
- Overseeing the Extraction process and final testing

8 (g) Trimmers

Job Description

Trimmers are responsible for the harvesting and manicuring of the flowers destined for sale at the dispensaries. Trimming is done after the flowers have dried and the flowers are removed off the stems. All trim is collected for extraction or infusion. Trimmers are usually paid per pound of finished product.

9. Compensation for General Staff

C-THREE values each member of the organization. It is of the utmost importance that employees are fairly compensated. Management will make decisions regarding salaries and hourly wages of staff members. C-THREE’s mission cannot be accomplished without a team of hard-working individuals, whose values match those of the organization. It is C-THREE’s mission to provide high-quality training and fair compensation in order to retain staff and build trust.

Facility Manager:	\$90,000
Chief Horticultural Scientist:	\$90,000
Deputy Horticultural Scientist:	\$50,000
Security:	\$45,000
Ingestible Item Preparer:	\$35,000
Lab and Extraction Technician:	\$45,000
Trimmers:	\$35,000

10. Evaluation

C-THREE staff and management will engage in peer evaluations designed to ensure that C-THREE is making the most informed and effective decisions. Each staff member will be responsible for briefly summarizing their opinions to-date on the performance of fellow staff and C-THREE as a whole. These summaries will be submitted to the CHS via email, who will then provide hard copies for each staff member to review. The CHS will then chair the round table meetings to discuss these peer reviews and document the feedback. Subsequently, management and staff will participate in a second round-table meeting to discuss the evaluations. Management believes this will be an effective method of reinforcing the participatory nature of a working environment and will further the development of C-THREE.

11. Training & Education

C-THREE staff shall receive an **Operations Manual** when hired. The Operations Manual will contain the Staff Handbook and Emergency Manual. C-THREE Management shall actively compile data from reliable sources such as Americans for Safe Access, NORML, the International Cannabinoid Research Society, and

various scientific journals to aid in the development of all C-THREE materials. Staff will be encouraged to contribute to the effort of continually building the C-THREE knowledge base.

11 (a) Training Schedule

All Staff will be required to complete a two-week training schedule covering the following information:

1) Marijuana Certification

- Marijuana History
- Phytochemical Constituents and their Effects
- Therapeutic Properties
- Prohibited Behavior
- Proper Handling & Distribution
- Product Safety
- Preventing Diversion
- Methods of Administration
- Titration & Over Dosage
- Harm Reduction
- Substance Abuse
- The Federal Controlled Substances Act
- Advertising, Promoting, and Marketing

2) Standard Operating Procedures

- Bio-Safety
- Information Security
- Inventory Protocol / Diversion Prevention
- Intellectual Property

3) Company Goals

- Stringent quality control
- Top notch customer service
- Environmental Plan

4) Company Structure

5) Cultivation Practices

6) Training Review

12. **Staff Retention**

Employee turnover results in increased expenses, security risks, and performance discrepancies. Management will work with C-THREE staff to develop and continually update an employee retention plan based on the elements listed below. The main goal of this plan is to build a cohesive, participatory working environment where both staff and management are completely aware of being highly valued team members.

Consistent Communication of Goals – Build a clear and shared sense of direction and purpose between management and staff.

Company Transparency – Keep staff completely aware of company performance by sharing pertinent information at monthly meetings between management and staff.

Work/Life Balance – Schedule 40 hour work weeks for full-time salaried staff. Work with staff to minimize occurrences of 60+ hour work week.

Knowledge Based Participatory Management – The goal is to work with staff as peers. Close the gap that traditionally exists between Staff and Management through consistent collaboration.

Camaraderie Events – Schedule bi-monthly events / meetings / gatherings that are designed to build and maintain group cohesion.

Flextime – Work to accommodate the scheduling needs of all staff while remaining in compliance with the **General Operating Requirements** as set forth by the Board.

MLEFE (Make Life Easier For Everyone) - Management will work to compile and maintain a library of information pertinent to medical marijuana cultivation, and medical marijuana product manufacturing that will include scientific journals, books, articles, equipment manufacturer and supply catalogs, data sheets, recipes, etc... This will work to keep personnel from committing too much personal time to additional research.

Competitive Salaries – Management will work to ensure that staff is compensated at levels that accurately reflect the value of the market and inflation. Staff will also receive raises based on individual and company performance.

Continuous Improvement – Additional training will be provided to staff as needed. Staff will also work with Management to regularly update and develop such company materials as the Environmental Preservation and Restoration Plan, Standard Operating Procedures, and product informational materials.

13. New Hires

Additional staff will be hired if deemed necessary or as demand increases. This decision shall be made by management and the Production Facility Manager. A background check will be completed for all individuals seeking employment at C-THREE. The new employee's information shall then be sent to the Department for approval. After a potential staff member passes the required background check, he/she will be introduced to the rest of the C-THREE staff and begin their education and training.

14. Resumes

The resumes of all people who will hold positions with the company have been attached hereto.

Thomas P. Macre

284 Racebrook Rd.

Orange, CT 06477

203-641-7276(Cell) 203-298-0677(Work) info@medtechhealthcare.com**Profile**

Accomplished Sales/Marketing/ Medical Consultant

Experience**MedTech Healthcare Solutions, LLC – Orange, Connecticut 2010 –****Owner / Managing Principle**

- Patient focused provider of non-invasive medical devices and therapies utilized in the Pain management and Physical Rehabilitation markets
- Engaged in direct patient interaction to provide training and education on therapies in network partnerships with Medicare, Medicaid, and private insurance payers that focus on safe, efficacious, and cost effective delivery of therapies
- Sponsorship of Physician education programs aimed at:
 - Establishing proper patient selection criteria
 - Setting treatment protocols
 - Supporting intra-therapy dose titration and adjustment
 - Identifying safety, efficacy, and risk profiles
 - Facilitating therapy outcome assessment, and information sharing
- Sponsorship of Patient education programs aimed at:
 - Therapy awareness and training
 - Appropriate use discussion
 - Participating Physician community recognition

Medtronic Neurological - Minneapolis, Minnesota**2001-2009****Therapy Consultant/Territory Manager**

- Direct line sales and market development responsibilities for chronic pain and movement disorders therapies.
- Educator of physicians on proper patient selection criteria, as well as therapy protocols, to ensure positive patient outcomes.
- Territory management responsibilities include forecasting, staffing and planning for attainment of annual operating plan. Product lines include spinal stimulators, deep brain stimulators, and intrathecal drug delivery systems.

Education

Villanova University - Villanova, Pennsylvania

Bachelor of Science - Mathematics and Biology

Community Involvement

Orange Little League – Orange, Connecticut

President – 1999 - 2002

Manager – 1994 - 1999

Orangemen AAU/CYO Basketball – Orange, Connecticut

Coach – 1994 – 2006

Paugusset Swim & Tennis Club – Orange, Connecticut

President – 1994 – 1995

Tennis Chair – 1992 – 1994

Junior Achievement – West Hartford, Connecticut

Advisor – 1992

Helene Grant/Xerox Partnership Initiative – New Haven, Connecticut

Mentor – 1993

David R. Tortorello
7 Battery Park Dr.
Bridgeport, Ct. 06605
203-752-0179

Personal: Broad, diversified background in consulting, focusing on project management. Extensive experience in all aspects of project management including; financial, technical, operations and administration.

Education: Pace University, New York, NY - 1984
Masters of Business Administration in Finance

Villanova University, Villanova, PA – 1980
Bachelor of Science in Mechanical Engineering

Professional License:

Registered Professional Engineer in New York State

Professional Experience:

Navigant Consulting 1998 to Present

Managing Director – Responsible for the management of the Global Construction Practice Area. As the Practice Leader Mr. Tortorello is responsible for over \$60 million in revenue and 150 employees located in the United States, UK, Middle East and Asia. These responsibilities include marketing, client relations, profitability, revenue generation and all administration for the Construction and Government Practice area.

Executive Committee Member– Mr. Tortorello is a member of the Management Committee of Navigant Consulting responsible for developing and implementing Firm strategy.

Peterson Consulting, LLC 1994 to 1998

Executive Vice President – Responsible for the \$12 million Construction and Government Contracts Practice. Mr. Tortorello was also a member of the firms Board of Directors

Peterson Consulting, LLC 1990 to 1994

Vice President – In charge of the Eastern Region construction practice.

Peterson & Co. Consulting 1985 to 1990

Executive Consultant – Providing project management consulting services to clients. Responsible for engagement planning, job estimation and staffing leading to development and presentation of proposals to senior client management.

Ebasco Services, Inc 1980 to 1985

Project Engineer – Providing project engineering services on a 750 MW fossil power plant project. Mr. Tortorello also worked as an engineer in the Mechanical Engineering Department designing and constructing a 900MW nuclear power plant.

Board of Directors Responsibilities:

Executive Committee of Navigant Consulting – 2011 to present

Chair of Operating Committee of Navigant Consulting – 2006 to 2010

Management Committee of Navigant Consulting - 2002 to 2010

Peterson Worldwide, LLC - 1994 to 1998

Fairfield Theater Company 2004 - 2010

St. Timothy's Church Vestry – 2006 to Present

Trinity Episcopal Church Vestry – 2000 to 2002

Church of the Ascension Vestry Treasurer – 1987 to 1989

Peter G Merritt
5 Pheasant Drive
Armonk, New York
(H) 914 273 6250
(C) 914 462 0985

November 07 – Present

Merritt Capital and Consulting LLC

Client: BNYMellon – Consulting work primarily leading the bank’s Broker Dealer Re-engineering program

Client: Sungard Energy and Commodities - Consulting work primarily providing commodity and financial market expertise in areas of market risk management, regulatory and compliance support and prospective client introduction.

Merritt Capital: Manage investor funds in commodity, foreign exchange and interest rate strategies

January 06 – September 07

Bank of America

Managing Director – Global Head Metals Trading

Established global precious and base metals trading capabilities with responsibility for all trading activity including client sales, trading and risk management.

January 02 – January 06

HSBC

Managing Director – Global Head of Commodities, Corporate Bullion Banking and Bank Notes

Established Global Base Metals capabilities
Succeeded to establish HSBC metals franchise’s wide recognition as the global leader.

Confidential

June 86 – December 01

Morgan Stanley

Managing Director – Global Head of Metals Trading

Relocated to Morgan Stanley’s London office in 1995 as Head of Metals Trading-Europe/Asia Pacific

Succeeded to establish Morgan Stanley’s Base Metals global capabilities

June 81 – May 86

Ebasco (Now Raytheon) Engineering and Construction Management Global Power Industry

Senior Engineer

Assigned to Waterford Nuclear Power Facility, Louisiana Power and Light as Engineer in Project Engineering Division

Education:

Bachelor of Science in Mechanical Engineering 1980, Villanova University, Villanova Pennsylvania

Master of Business Administration – Finance 1989 Fairleigh Dickinson University, New Jersey

London Business School – Completed 6 week Executive Management Program 2003

Registrations: Series 3, Series 24, Series 7

Confidential



Matt D. Cook

Cook Consulting LLC
 (303) 949-8639
 Cook.Consulting@comcast.net

Architect of Colorado Medicinal Cannabis laws

Colorado Department of Revenue 2007- 2011

Senior Director of Enforcement

- Managed 54 million dollar budget and 220 full time employees
- Responsible for Gaming, Alcohol & Tobacco Enforcement, Racing Events, Auto Industry Division, Safety & Security, Driver License Hearings and the Medical Marijuana Enforcement Division)
- Advised and supported 4 Gubernatorial Boards/Commissions
- Chairman of Colorado Auto Theft Prevention Authority (CATPA)
- Architect of Colorado Medical Marijuana Regulatory Scheme

Alcohol & Tobacco Enforcement, Racing Events 2003 - 2007

Division Director

- Managed 4.5 million dollar budget and 54 full time employees
- Lobbyist on all racing, alcohol and tobacco policy
- Established and directed enforcement priorities statewide
- Joint Committee of the States Representative for 33 license states
- Vice President of National Conference of State Liquor Administrators
- Nationally recognized regulatory law expert for beverage alcohol

Colorado Liquor Enforcement 1991–2003

Licensing Director/Enforcement Supervisor

- Coordinated liquor law enforcement - licensing with 332 venues
- Lobbyist to General Assembly on alcohol/tobacco policy issues

City of Colorado Springs 1982–1991

License Enforcement Administrator

- Enforced laws
- Qualified expert witness in beverage alcohol law
- Technical advisor to Local Liquor Licensing Authority

United States Air Force Special Investigations 1976-1982

Special Agent (AFOSI)

- Detected multimillion-dollar fraud resulting in policy changes nationwide
- Special Agent of the Year for Criminal Investigations performed

B.S., Technical Management, Regis University	Colorado Springs, CO
AFOSI Federal Law Enforcement Academy	Washington DC
Special Investigations Course	Washington DC
DEA Narcotics Investigators Course	Lincoln, NE

Jeffrey C. Raber, Ph.D.

Dr. Jeffrey C. Raber received his Ph.D. in Chemistry from the University of Southern California with a focus on developing new synthetic methodologies. Driven by a desire to make a positive contribution to society while creating American jobs, in 2010 Dr. Raber founded The Werc Shop, an independent laboratory focused on botanical analysis and sustainability with an initial emphasis on serving public health and safety needs within the medical cannabis community. Dr. Raber's background as an accomplished scientist, patented inventor and seasoned executive provide him with a unique perspective and skill set useful in assisting state and local regulators in the construction and implementation of effective solutions for the introduction of medical cannabis products to qualified patients.

Dr. Raber is a serial entrepreneur with a thirst for knowledge and an ability to envision new technologies and the brighter future they can help build. Dr. Raber was also an early mover in the internet service provider market when he helped found a local provider in 1995 while working towards his B.S. in Biochemistry from Lebanon Valley College. Dr. Raber studied plant phylogenetics of the RuBisCO enzyme while at LVC and was named to the USA Today 1997 All-USA College Academic Team for his research accomplishments in this area. Dr. Raber graduated from LVC and decided to move from his hometown in Pennsylvania and expand his opportunities by attending graduate school in Los Angeles, CA at USC.

Dr. Raber completed his degree at USC in less than 5 years and was awarded the Harold and Lillian Moulton Fellowship. Upon receipt of his degree from USC Dr. Raber was asked to join a start-up company as the Director of Product Development where he created new molecular scaffolds for use as starting points in the investigation of new pharmaceuticals by medicinal chemists and successfully transferred proprietary reaction methodology and know-how to a production partner.

Having recognized a tremendous need for quality control and assurance in California's Medical Cannabis arena, Dr. Raber formulated a concept for an analytical testing laboratory that provided services to the Medical Cannabis arena. Having reviewed a massive amount of information and peer reviewed scientific publications relating to the beneficial impacts of cannabinoid receptor medications, a specialty area for Dr. Raber, he envisioned the means for furthering everyone's understanding and fundamental knowledge of the sustainable medication provided through the use of Cannabis sativa L. derived products. Considering the incredible support he received for the concept and the vast number of individuals and institutions in need of this type of information, Dr. Raber, despite the inherent risk personally and professionally, decided to found The Werc Shop in an effort to make our world and homeland a better, greener place.

2010 – Present: **Founder, President and Chairman of the Board of The Werc Shop, Inc.**

Responsible for corporate vision, product development and commercialization of The Werc Shop's offerings to the medical cannabis and greater sustainable chemistry markets.

2004 – Present: **Member of Board of Directors and President at KinetiChem, Inc.**

Provide oversight of the research, development and commercialization of KinetiChem's continuous flow microreactor technology platform.

2002 – 2005: **Director of Product Development at Avrion Molecular, Inc.**

Responsible for the research, development and commercialization of Avrion's proprietary reaction methodology. Responsible for technology transfer efforts to third party manufacturer for the production of Avrion's first commercially available products.

2003 – 2005: Research Assistant at the University of Southern California.

Responsible for lab oversight as well as the development of new synthetic methodologies and the creation of novel biologically active compounds.

1997 – 2002: Independent Contractor.

Provided organic chemistry tutoring and IT consulting services.

1995 – 1997: System Administrator at Lebanon MobileFone.

Responsible for starting up and maintaining internet service provider business through installation and maintenance of required servers and networking hardware and software.

1994 – 1997: Sole Proprietor of Creative Technology Solutions.

Provided IT consulting, computer training, and custom web page design services.

Education

2002 – 2003: Post-Doctoral Fellowship; University of Southern California

Research: New synthetic methodologies.

Advisor: Prof. Nicos A. Petasis.

1997 – 2002: Ph.D. Organic Chemistry; University of Southern California

Dissertation: Design and synthesis of novel heterocycles and peptidomimetics from organoboronic acids, amines and carbonyl compounds.

Advisor: Prof. Nicos A. Petasis.

Award: Harold & Lillian Moulton Fellowship

1993 – 1997: B.S. Biochemistry; Lebanon Valley College

GPA: cum. 3.41/4.00; in major 3.54/4.00.

Research Activities:

Biochemistry: Molecular modeling and phylogenetic analysis of Ribulose-1,5-Bisphosphate Carboxylase/Oxygenase in photosynthetic organisms.

Computational Chemistry: Molecular modeling in education directed at producing quick time movies for distribution via the Internet.

Organic Chemistry: Synthetic studies on the addition of organometallic reagents to quinones.

Awards:

Vickroy Scholarship, Andrew & Ruth Bender Scholarship, Who's Who in College Students, USA Today All-USA Academic Team, AIC Outstanding Achievement in Biochemistry.

Patents & Publications

Nitrogen-Containing Heterocycles, Petasis, N. A., Yao, X., Raber, J. C., US Patent, 6,927,294 (2005).

Method and Apparatus for Mixing and Dispensing Products, Raber, J. C., US Patent 8,210,736 (2012).

Novel Enhanced Terpene Compositions, Systems, Processes and Products Thereby, Elzinga, S. and Raber, J.C., US provisional patent filed 2013.

Novel Enhanced Solvent-Free Processing, System and Methods, Elzinga, S. and Raber, J.C., US provisional patent filed 2013.

Reactions of Alkylolithium and Grignard Reagents with Benzoquinone: Evidence for an Electron-Transfer Mechanism, McKinley, J., Aponick, A., Raber, J. C., Fritz, C., Montgomery, D., and Wigal, C.T., *J. Org. Chem.*, 1997, 62, 4874.

Quinone Alkylation Using Organocadmium Reagents: A General Synthesis of Quinols, McKinley, J.Aponick, A., Raber, J. C., and Wigal, C. T., *J. Org. Chem.*, 1998, 63, 2676.

Using Cyclic Voltammetry and Molecular Modeling to Determine Substituent Effects in the One-Electron Reduction of Benzoquinones, Heffner, J. E., Raber, J. C., Moe, O. A., and Wigal, C. T., *J.Chem. Ed.*, 1998, 75, 365.

Halogen/Lithium Exchange in Hydrocarbon Media; Basic and Continuous Reactor Studies, Slocum, D.W., Kusmic, D., Raber, J. C., Whitley, P. E, *Tetrahedron Letters*, 2010, 51 (2010) 4793–4796.

Determination of Pesticides in Cannabis Smoke, Sullivan, N., Elzinga, S., Raber, J. C., *Journal of Toxicology*, 2013, Article ID 378168.

Presentations

“A Web Site for the Chemistry Department at Lebanon Valley College: Information on Students, Chemistry Programs and Molecular Modeling,” Cornelius, R. D., Wigal, C. T., Raber, J. C., presented at the American Chemical Society, Middle Atlantic Regional Meeting, March 1996.

“A Model of the Evolution of Type I Ribulose-1,5-Bisphosphate Carboxylase/Oxygenase (RuBisCO) from the Common Ancestor of the Spinach Chloroplast and *Synechococcus*,” Raber, J. C., Westerhoff, L. M., Moe, O. A., presented at the Pennsylvania Academy of Science, April 12-14, 1996.

“A Phylogeny of Photosynthetic Bacteria and Chloroplasts Based on Parsimony Analysis of *rbcl* Sequences,” Westerhoff, L. M., Raber, J. C., Williams, S. E., presented at The Pennsylvania Academy of Science, April 12-14, 1996.

“A Model Web Site for a Chemistry Department at a Small College: Instructional Support, Departmental Information, and Delivery of Materials for Molecular Modeling,” Cornelius, R. D., Wigal, C. T., Raber, J. C., presented at the 213th National Meeting of the American Chemical Society, San Francisco, CA, April 13-17, 1997.

“New Methodology For Quinol Synthesis,” Aponick, A., Raber, J. C., and Wigal, C. T.,

presented at the 214th National American Chemical Society Meeting in Las Vegas, September 1997.

“Integration of Molecular Modeling Into the Chemistry Laboratory Curriculum,” Wigal, C.T., Raber, J. C., and Cornelius, R. D., presented at the 214th National American Chemical Society Meeting in Las Vegas, September 1997.

“Synthesis of Benzodiazepines from 1,3-Diamines and Organoboronic Acids”, Petasis, N. A., Raber, J. C., Patel, Z. D., presented at the 220th American Chemical Society meeting in Washington, D.C., August 20-24, 2000.

“Synthesis of Benzodiazepine Derivatives Using Organoboronic Acids”, Petasis, N. A., Raber, J. C., Yao, X., presented at the 222nd American Chemical Society meeting in Chicago, IL, August 26-30, 2001.

“New Boron-Based Multi-Component Reactions”, Petasis, N. A., Douglass, B. J., Raber, J. C., presented at the 229th American Chemical Society meeting in San Diego, CA, March 13-17, 2005.

“Makeover of the Lithium/Halogen Exchange: Continuous Reactor Studies”, Slocum, D. W., Kusmic, D., Raber, J. C., Reinscheld, T. K., Whitley, P. E., presented at the 240th American Chemical Society meeting in Boston, MA August 22-26, 2010.

“Flow Chemistry vs. Batch Chemistry: Halogen/metal Exchange Studies”, Slocum, D. W., Kusmic, D., DiLoreto, M. A., Raber, J. C., Whitley, P. E., presented at the 42nd National Organic Symposium, Princeton, NJ, June 5-9, 2011.

“Scalable, Non-cryogenic Approach to Halogen/metal Exchange and Subsequent Derivatization”, Whitley, P. E., Kusmic, D., Reinscheld, T. K., DiLoreto, M. A., Raber, J. C., Slocum, D. W., presented at the 43rd IUPAC World Chemistry Congress, San Juan, Puerto Rico, July 30-Aug. 7, 2011.

“Continuous TEMPO-Bleach Oxidation Using A Film-Shear Reactor: Rapid Oxidation of Alcohols In A Biphasic System”, Tinder, R., Whitley, P. E., Slocum, D. W., Reinscheld, T. K., Austin, N. D., Bush, S. J., Raber, J. C., presented at the 244th American Chemical Society meeting in Philadelphia, PA, August 19-23, 2012.

Professional Memberships

American Chemical Society Member, 1993 - Present

Pennsylvania Society of Scientists, 1995 & 1996

Lebanon Valley Chamber of Commerce, 1996 & 1997

Sytze Elzinga

Sytze received his bachelor's degree in biochemistry and subsequently went on to complete his Masters of Science in Natural Product Chemistry from Leiden University in The Netherlands in 2006. Mr. Elzinga early research work involved investigations of Artemisinin and sesquiterpene precursors found in dead and green leaves of *Artemisia annua* L. Additional work involved investigation of the origin of licorice through the use of NMR. Following the completion of his master's thesis Mr. Elzinga moved on to Farmalyse, a pharmaceutical contract laboratory which performs the quality control and release of pharmaceutical products. Farmalyse possesses the sole contract with the Dutch government for the quality control of the medicinal cannabis provided on prescription through the pharmacies in the national medical marijuana program. At Farmalyse Mr. Elzinga was responsible for the quality control of all medicinal cannabis for the Dutch pharmaceutical market.

Mr. Elzinga experience is invaluable and simply can't be duplicated. No other laboratory in the United States can boast such experience and expertise pertaining to the proper analysis and quality control of medicinal cannabis. Currently at The Werc Shop, Mr. Elzinga continues to push the frontier of scientific understanding of medicinal cannabis.

April 2011 – Currently Director of Quality Control and Assurance, The Werc Shop, Los Angeles, CA, USA

The Werc Shop is an analytical laboratory primarily focused on the quality control of medicinal marijuana. My responsibilities, in addition to routine oversight of results and reports, include writing and developing protocols, method validation and the isolation of cannabinoids for use as analytical reference standards.

July 2010 – April 2011 Manager of Edible Production, Herbal Solutions, Long Beach, CA, USA

At Herbal Solutions I coordinated the production of edibles containing medicinal marijuana. Edibles had been notoriously inconsistent and this caused complaints from patients who wanted reliable medicine. Under my supervision, various new product lines were developed. All of the products are now made from quality controlled starting materials which results in consistent edibles with an exactly known strength. Various methods were developed and optimized to be able to provide potent edibles without the need of dangerous chemicals.

August 2006 – June 2010 Laboratory Manager, Echo Pharmaceuticals / Farmalyse Weesp / Zaandam, The Netherlands

From August 2006 to August 2007 I worked part-time at Farmalyse - a pharmaceutical contract laboratory which performs the quality control and release of pharmaceutical products in addition to possessing the sole contract with the Dutch government for the quality control of the national medicinal marijuana which is available on prescription in Dutch pharmacies. At Farmalyse I was responsible for the quality control and release of all medicinal marijuana for the Dutch pharmaceutical market. During this period I was further responsible for research carried out on the purification of THC from marijuana. This research led to a spin-off company - Echo Pharmaceuticals, where I was a full-time employee since November 2007 and oversaw all laboratory activities. Within Echo I was responsible for the purification of THC which was to be

used as an active pharmaceutical ingredient (API) for the production of tablets. Various research projects have been coordinated by me ranging from formulation development to isolation.

November 2006 – August 2007, Laboratory Technician, Leiden University, Department of Natural Products, The Netherlands

After completing my Master's degree, the Department of Natural Products solicited me to remain at Leiden University to provide students with help on their various research products. Maintenance of laboratory equipment and teaching classes on gas chromatography were also elements in my work. This position was part-time and was combined with working at Farnalyse / Echo Pharmaceuticals.

2005 – 2006 Master's Thesis

Title: Chemical Differentiation of Licorice by Nuclear Magnetic Spectroscopy

Licorice samples from different geographical locations were measured with NMR, after which the collected data was analyzed by principal component analysis. This resulted in identification of various proton signals that were related to the chemical compounds causing differentiation between geographical locations. Various chromatographic techniques were employed to do targeted isolation of the differentiating compounds. With the means of two dimensional NMR, full structure elucidation was completed and 4 new flavonoid-glycosides were identified.

September 2003 – January 2004 Bachelor Research Project 2

Title: Extraction and Quantification of the Antimalarial Medicine Artemisinin from *Artemisia annua*

At the Hanzehogeschool I developed and validated a thin layer chromatography method to quantify artemisine with the use of a PC scanner. It was important that the developed method could be applied in Africa and would not be dependent on laboratory infrastructure. During this period I also developed an efficient extraction method. The result of this research has been presented to the Ministry of Health in The Gambia. In December 2007 the first fields with *Artemisia annua* have been planted in The Gambia and they plan to start a clinical test with standardized plant extracts in the near future.

February – July 2003 Bachelor Research Project 1

Title: Artemisinin and Sesquiterpene Precursors in Dead and Green Leaves of *Artemisia annua* L. Crops

This research was done at the department of Herb and Weed Ecology at the University of Wageningen. GCMS analysis of various plant parts were completed at Plant Research International and the data collected resulted in a publication in 2007. Lommen WJ, Elzinga S, Verstappen FW, Bouwmeester HJ. Artemisinin and sesquiterpene precursors in dead and green leaves of *Artemisia annua* L. crops. *Planta Med.* 2007 Aug; 73(10):1133-9

Patents and Additional Publications:

Novel Enhanced Terpene Compositions, Systems, Processes and Products Thereby, Elzinga, S. and Raber, J.C., US provisional patent filed 2013.

Novel Enhanced Solvent-Free Processing, System and Methods, Elzinga, S. and Raber, J.C., US provisional patent filed 2013.

Determination of Pesticides in Cannabis Smoke, Sullivan, N., Elzinga, S., Raber, J. C., Journal of Toxicology, 2013, Article ID 378168.

Skills:

Laboratory techniques: HPLC, UHPLC, NMR, GC, MS, Preparative Chromatography, PCR and various other chemical and biochemical techniques

Computer: Knowledge in MS office, Waters Empower, Dionex Chromeleon, Simca

Certificates: License for working with GMOs

Languages: Dutch: native
English: oral and written fluency
German: oral basic, written basic

Andras L. Kirschner

850 Warren Ave.
Los Angeles, CA 90291
Cell Phone: 301.922.1528
Email: andraskirschner@gmail.com

Educational History

2010 - 2012 **Loyola Marymount University**
Masters of Business Administration
Los Angeles, CA
9 credits remaining before Degree

2003 **University of Maine**
Bachelors of Science
Sustainable Agriculture - Major
Plant Science - Minor

1997 **The Landon School**
High school diploma
Bethesda, MD

Work Experience

July 11 – Current **Phyto Management LLC.**
Managing Member
Medical Marijuana Cultivation Center
Washington, DC

Duties: Founded Phyto Management LLC. in Washington, DC to apply for one of ten Cultivation Center licenses. Phyto was awarded one of the first six licenses issued by the DC Department of Health. The company is starting construction of the facility in January 2014.

Jun 09 – May 10 **Christensen Brothers Construction**
Framing Carpenter
Oakland, CA

Duties: Worked as a carpenter with a team of highly skilled carpenters building custom homes in the Oakland hills.

- Apr 05 - May 09** **Stony View Farm, LLC**
Owner/President
New Haven, Vermont
- Duties: Constructed two 30 x 50 greenhouses; established and managed a three-acre organic vegetable farm that sold vegetables to local health food stores and restaurants.
- Jul 08 - May 09** **ALM, LLC**
Managing Member
General Contractor/Carpenter
Charlotte, Vermont
- Duties: Designed and built a 3,800 square foot, contemporary custom home from foundation to finish. Acted as the general contractor, managed a team of carpenters, and worked as a carpenter on all phases of construction.
- Oct 07 - Jun 08** **Ben Curtis, Inc.**
Carpenter
Brandon, Vermont
- Duties: Sub-contracted as a carpenter to build a 4000+ square foot, New England colonial style home.
- Jun 06 - Aug 07** **GR Construction Company**
Carpenter
Middlebury, Vermont
- Duties: Worked as a member of a two-person crew on various projects from start to finish, including a multi-level addition in Orwell, Vermont and a two-story garage in Lincoln, Vermont.
- Apr 05 - Oct 06** **New Ground Landscaping**
Landscape Instatller
Burlington, Vermont
- Duties: Worked as a member of a two-person landscaping crew, completing installation projects ranging from blue stone patios and retaining walls to designing and installing plant and lawn landscapes.

**Sept 03 – Aug 04 Black Bear Food Guild
Student Manager
Orono, Maine**

Duties: Managed a student-run cooperative organic vegetable farm, which aided in the research of the Sustainable Agriculture Department at the University of Maine.

Languages

Moderate level Spanish comprehension and language skills

Hobbies

Mountain Biking, Snowboarding, Motor Cross Riding, Hiking

Strengths/Skills

I am a strong, athletic and motivated person, who has consistently assisted lead carpenters in numerous projects. I am a team player and a problem solver and most importantly, I am an efficient carpenter interested in quality work. I take pride in all projects that I complete.

Gary D. Mullin
150 Northrop Road
Woodbridge, CT 06525
Office: (203) 298-4137
Home: (203) 397-1707
Cell: (203) 980-8477
e-mail: gary.dmullin@ftgfinancial.com

EXPERIENCE

2002-Present: Principal, FTG Financial LLC

Value Consulting Services for Small and Medium sized Companies including; Planning, Strategy, Leadership Sales/Marketing, Operations, Financial Management, Customer Care, Risk management, and Decision Improvement.

2004-2006: Treasurer, Town of Orange and Orange Water Pollution Control Authority

Developed cash reconciliation program for town, streamlined revenue accounting, improved short-term and long term investment management to increase town investment revenue, and cash management.

2001-2002: The Bank of Southern Connecticut

President and COO. Established infrastructure from 8 months prior to opening and helped build this start-up bank to \$35 million in assets in first year.

1994-2000: Business Lenders LLC

1998-2000: President and CEO. Restructured Sales, Underwriting and Closing functions to facilitate national expansion. Achieved top 10 ranking among non-bank SBA Lenders nationally.

1994-1998: Co-Founder, Executive Vice President, COO. Organized Sales, Finance, Operations, Credit and Servicing for this start-up SBA finance company.

1991-1994: Hamilton Partners

Co-Founder and Partner in specialty Executive Search firm targeting finance companies and venture capital portfolio firms with emphasis on executive retention.

1974-1991: Fleet Financial Group

1990-1991: Executive Vice President and Chief Credit Officer Fleet Connecticut(\$11billion commercial bank subsidiary). Responsible for Credit Policy, Credit Administration, Documentation, and Credit Training. Chairman of the Banks' Loan Committee.

1989-1990: Executive Vice President, Bank of New England.

Consolidated all subsidiary, bank, and division credit review functions

into one corporate function at the Holding Company level. Member of 5 person critical asset loan workout committee to stabilize and recover on loans over \$10 million throughout the holding company and subsidiaries. Corporate liason with FDIC and OCC.

1988-1989: Connecticut Bank and Trust Company: Manager, Credit Review.

1985-1988: CBT. Formed and managed Small Business Lending Division. Grew division from \$80 million in loans and 20 employees to \$500 million in loans and 80 employees

1982-1985: CBT. Started loan production office in Waterbury CT and grew to \$175 million in middle market commercial and real estate loans

1974-1982: CBT. Various commercial credit and lending responsibilities

EDUCATION

1979 University of New Haven, West Haven, CT
Master's in Business Administration-Major in Finance

1974 Yale University, New Haven, CT
Bachelor of Arts-Major in Philosophy

OTHER

New Haven Chamber of Commerce Board of Directors
Assistant Volleyball Coach, Trinity College, Hartford, CT
Former Commissioner of Economic Development, Town of Orange
Former member of the Economic Development Corporation, Town of Orange
Zoning Commission Alternate, Town of Woodbridge

Tanya Blasbalg
 322 9th St NE Suite A
 Atlanta, GA 30309
 (917) 887-8333
Tanya.Blasbalg@gmail.com

Professional Experience

5/12-present **The Canadian Consortium for the Investigation of Cannabinoids**

US Medical Education Liaison

- Engage key stakeholders in the production of physician education on medical cannabis
- Designed proposal and curriculum for comprehensive, accredited online CME program
- Assisted in the planning and execution of 4 live, accredited CME events

2/09-present **Freelance Medical Writer/Scientific Director**

Clients: Astra-Zeneca, Forest Labs, GSK, HGS, Merck, MedPage Today, Novartis, Takeda, Teva, Thrombosis Education; Columbia University, National Institutes of Health

- Produced executive summaries for 13 international HIV expert advisory boards
- Authored reports for 8 advisory boards on hypertension and multiple sclerosis, including agenda, moderator’s guides, PowerPoint presentations, executive summaries
- Developed Speakers’ Bureau content for hypertension and lupus products
- Wrote 15 POA strategy presentations for Managed Care, Long-Term Care, Hospital, and Retail promotion of fibromyalgia, depression, and Alzheimer’s disease products
- Authored 10 disease state education modules about depression, COPD, hypertension
- Wrote 10 sales training workshops for CNS products sales force
- Produced education grant needs assessments in ovarian cancer in diabetes
- Co-authored and delivered pitch presentations for 4 new business accounts
- First-authored 3 papers for peer-reviewed publications
- Served as writing coach for students at Columbia University Institute of Human Nutrition

4/08-2/09 **The CementWorks/The IronWorks** *An award-winning healthcare creative agency*
 New York, New York

Clients: Novartis, Johnson & Johnson (Tibotec Therapeutics), UCB, Salix, Amylin, Cephalon

Senior Account Executive

- Developed strategies, concepts, messaging, and tactics for 2 HIV medications, including patient education materials; produced market research assessment reports
- Drove the legal/regulatory process by attending meetings in person
- Maintained strong relationships with the client, multiple vendors, and the internal team

10/07-4/08 *Medical Communications Manager*

- Served as scientific and strategic consultant for new business pitches in gastroparesis, travel vaccines, pancreatic insufficiency, multiple sclerosis, pain management, and REMS programs; conducted physician interviews
- Produced slide decks, literature reviews, competitive analyses, white papers, and sales training modules in diabetes, rheumatoid arthritis, and ulcerative colitis
- Analyzed clinical trial data for agency personnel; answered medical questions
- Wrote and edited promotional pieces for 2 HIV medications under subpart H regulation

9/05-6/07 **National Institutes of Health** *National Institute of Alcohol Abuse and Alcoholism*
Bethesda, Maryland

Science Writer/Editor

- Wrote and published papers for peer-reviewed scientific journals and lay publications
- Edited and proofread papers for publication in peer-reviewed scientific journals
- Created and delivered PowerPoint presentations at local and international conferences

Education

Columbia University College of Physicians and Surgeons New York, New York
Master of Science (M.S.), Human Nutrition and Biochemistry, October 2005
Cumulative GPA: 4.0

Hampshire College Amherst, Massachusetts
Bachelor of Arts (B.A.), Nutritional Anthropology, February 2003

Awards

- Presentation Award, International Society for Research on Aggression, 2006
- Intramural Research Training Award, National Institutes of Health, 2005-2007
- Harold Johnson scholar, Hampshire College, 1998-2002

Skills

- Computer Skills: Microsoft Office, Adobe Photoshop
- Expertise in AMA style
- Trained in the strictest standards of referencing and annotation
- Exceptional research and writing skills; unique Hampshire College education
- Independent travel in Nepal, India, Israel, Jordan, Egypt, France, Spain, Germany, Italy, Mexico, Australia, China, South Korea, and Japan
- Conversant in French, Hebrew and Nepali; Read Hebrew and Sanskrit alphabets

Research Publications

Blasbalg TL, Hibbeln JR. Reply to R Perlmutter. *Am J Clin Nutr.* 2011; 94: 1153-1155.

Blasbalg TL, Hibbeln JR, Ramsden CE, Majchrzak SF, Rawlings RR. Changes in the consumption of omega-3 and omega-6 fatty acids in the United States during the 20th century. *Am J Clin Nutr.* 2011;93:950-962.

Blasbalg TL, Wispelwey B, Deckelbaum RJ. Ecnutrition and utilization of food-based approaches for nutritional health. *Food Nutr Bull.* 2011;32:4S-13S.

Hibbeln JR, Nieminen LRG, Blasbalg TL, Riggs JA, Lands WEM. Healthy intakes of n-3 and n-6 fatty acids: estimations considering worldwide diversity. *Am J Clin Nutr.* 2006;83:1483S-1493S.

Hibbeln JR, Ferguson TA, Blasbalg TL. Omega-3 fatty acid deficiencies in neurodevelopment, aggression and autonomic dysregulation: opportunities for intervention. *Int Rev Psychiatry.* 2006;18:107-118.

23 SANDY LANE, MERIDEN, CT 06450
PHONE 203-848-8136 □ E-MAIL L_PARRILLO@HOTMAIL.COM

LUCIEN PARRILLO, MD, MPH, CIME

PROFESSIONAL EXPERIENCE

Medical Director, 2012 – Present

Pain Care Associates

- Provide expert interventional pain medicine care for all varieties of painful conditions.
- Oversee medical management of several Nurse Practitioners and Physician Assistants.

Medical Director, 2008 – 2010

MidState Medical Group Occupational Health

- Staff the outpatient clinic and provide care for the entirety of musculoskeletal injuries
- Provide musculoskeletal consultation to area PCP's, specialists, and mid-level practitioners

Professional Ringside Physician, 2008 – Present

USA Boxing Connecticut/Mohegan Sun Resort/Foxwoods Resort & Casino

- Provide event coverage to both amateur and professional boxing matches
- Recipient of the Marty Wilson memorial award for most outstanding ringside physician

ACADEMIC APPOINTMENTS

2008 – 2010 Adjunctive Clinical Instructor

University of Connecticut Primary Care Internal Medicine Residency, Farmington, CT

2008 – 2010 Assistant Clinical Faculty

Quinnipiac University School of Health Sciences, Hamden, CT

EDUCATION

2003 – 2007	University of Connecticut	Farmington, CT
	<i>Master of Public Health, Cum Laude</i>	
1999 – 2003	Ross University School of Medicine	New Brunswick, NJ
	<i>Doctor of Medicine</i>	
1998 – 1999	Southern CT State University	New Haven, CT
	<i>M.S., Molecular Biology, Cum Laude</i>	
1994 – 1998	Fairfield University	Fairfield, CT
	<i>B.S., Cellular & Molecular Neuroscience, Magna Cum Laude</i>	
	<i>B.S.N., Nursing with minor in Biomedical Ethics, Magna Cum Laude</i>	

RESIDENCY/ FELLOWSHIP TRAINING

2011 – Present	Interventional Spine & Pain Fellowship • BOARD ELIGIBLE – PAIN MEDICINE <i>-American Board of Pain Medicine</i>	Medical Associates of North Georgia
2007 – 2008	Sports Medicine Fellowship • BOARD CERTIFIED – SPORTS MEDICINE <i>-American Board of Internal Medicine-Certificate of Added Qualifications - certified 2008 – 2018</i>	Maine Medical Center
2006 – 2007	Occupational Medicine • BOARD CERTIFIED - OCCUPATIONAL MEDICINE <i>-American Board of Preventive Medicine-certified 2010 – 2020</i>	UConn Health Center
2003 – 2006	Primary Care Internal Medicine • BOARD CERTIFIED - INTERNAL MEDICINE <i>-American Board of Internal Medicine-certified 2007 – 2017</i>	UConn Health Center

ADDITIONAL TRAINING

February, 2011	St. Jude Medical Neuromodulation course	Miami, FL
2008 – 2009	Helms Course for Medical Acupuncture	Helms Medical Institute-UCLA
2008 – 2009	Certified Independent Medical Examiner	ABIME
2008 – 2009	Certified Medical Review Officer (MRO)	ACOEM
2006 – 2008	Osteopathic Manipulative Medicine	UNECOM-Biddeford, ME

PUBLICATIONS/RESEARCH/PRESENTATIONS

PUBLICATIONS

- Parrillo, L. and Dexter, W., *Metabolic Skin Disorders*, in Encyclopedia of Sports Medicine, Editors: Michelli, L., SAGE publishing
- Parrillo, L. and Dexter, W., *Allergic Contact Dermatitis*, in Encyclopedia of Sports Medicine, Editors: Michelli, L., SAGE publishing
- Parrillo, L. and Dexter, W., *Rugby Injuries*, in Netter’s Orthopedics, second edition, Editors: Madden, C., Elsevier press
- Parrillo, L. and Dexter, W., *Impairment and Disability*, in Essential Orthopedics Editors: Miller, M. and MacKnight, J., Elsevier press

RESEARCH

- 2011 – Present **Sub-Investigator:** “A Randomized, Double-Blind, Double-Dummy, Placebo-Controlled, Active-Controlled, Parallel-Group, Multi-center Trial of Oxycodone/Naloxone Controlled-release tablets (OXN) to Assess the Analgesic Efficacy (Compared to Placebo) and the Management of Opioid-Induced Constipation in Opioid-experienced Subjects with Uncontrolled Moderate to Severe Chronic Low Back Pain and a History of Opioid-induced Constipation who Require Around-the-clock Opioid Therapy”
- 2011 – Present **Sub-Investigator:** “A Randomized, Double-Blind, Double-Dummy, Placebo-Controlled, Active-Controlled, Parallel-Group, Multi-center Trial of Oxycodone/Naloxone Controlled-release tablets (OXN) to Assess the Analgesic Efficacy (Compared to Placebo) and the Management of Opioid-Induced Constipation in Opioid-experienced Subjects with Controlled Moderate to Severe Chronic Low Back Pain and a History of Opioid-induced Constipation who Require Around-the-clock Opioid Therapy”
- 2011 – Present **Sub-Investigator:** “A Phase I, Double-Blind, Randomized, Single Dose Escalation Safety Study of Intra-articular Bone Morphogenetic Protein (38A BMP-7) in Subjects with Osteoarthritis of the Knee”
- 2011 – Present **Sub-Investigator:** “A Randomized, Double-Blind, Placebo-Controlled Study to Assess the Efficacy and Safety of NKTR-118 in Patient with Non-Cancer-Related Pain and Opioid-Induced Constipation (OIC)”
- 2007 – 2008 “Sciatic back pain due to a uterine fibroid in a 42 year-old African-American female”, with Mark Bouchard, MD, FACSM, Division of Family Medicine, Maine Medical Center.
- 2005 – 2006 “Transient Neuropraxia in a NCAA Division I football athlete”, with Jeffrey Anderson, MD, University of Connecticut Health Center
 • Presented at ACP-Connecticut Regional Meeting, April, 2006

PRESENTATIONS

- | | | |
|-----------------|---|----------------------------|
| October, 2008 | “Pain management for Osteoarthritis” | Cheshire Town Center |
| September, 2008 | “Common running injuries” | Wallingford Public Library |
| April, 2008 | “Evidence based review of Fibromyalgia” | Maine Medical Center |
| March, 2008 | “Occipital Neuralgia” | Maine Medical Center |
| February, 2008 | “Use of acupuncture for chronic pain” | Maine Medical Center |
| February, 2008 | “Pain management for the PCP” | Maine Medical Center |

January, 2008	“Foot and ankle injuries”	Maine Medical Center
December, 2007	“Joint of the month: Hand/Wrist”	Maine Medical Center
November, 2007	“Bilateral Navicular Stress Fracture in a High School Basketball Player”	NEACSM Fall Meeting Providence, Rhode Island
October, 2007	“Hand and wrist injuries”	Maine Medical Center
October, 2007	“Joint of the month: Back”	Maine Medical Center
July, 2007	“Acute Low Back Pain“	Maine Medical Center
August, 2007	Sideline management of concussion	Maine Medical Center
Summer, 2006	Summer Noon Conference Series-“The shoulder & knee exam for interns”	New Britain General Hospital
October, 2006	“Grade II splenic rupture in a recreational softball player with previously undiagnosed Thalassemia minor trait”	ACP Regional Meeting
October, 2005	“Lemierre’s syndrome in a 21 year old female”	ACP Regional Meeting
February, 2005	“When a zebra becomes a unicorn-a case of a rare primary cardiac sarcoma”	CT Cardiology Fellows’ annual inter-city conference

MEDICAL LICENSES

12/2010 – Present	GA State Medical License-#065295
7/2006 – Present	CT State Medical License-#044684

PROFESSIONAL MEMBERSHIPS

2009 – Present	Board Member	CSMS Committee on Workers’ Compensation
2011 – Present	Board Member	CSMS Committee on the Medical Aspects of Sports
2008 – Present	Member	Connecticut Pain Society
2008 – Present	Member	American Society of Interventional Pain Physicians
2008 – Present	Member	American Academy of Pain Medicine
2008 – Present	Member	American Medical Society for Sports Medicine
2005 – Present	Member	American College of Occupational & Environmental Medicine
2004 – Present	Member	American College of Sports Medicine

HOBBIES AND INTERESTS

- 2nd Degree Black Belt rank in Tae Kwon Do/Aikido
- Jazz/Classical Piano playing
- Fluent in conversational Spanish

CURRICULUM VITAE

Name: Douglas W. Vaughn, M.D., D.D.S.

Proposed for Reappointment to: Assistant Professor of Anesthesiology in the Clinician-Educator Track

Term: July/2010 to June/2013

School Assignment: School of Medicine

Born: 01/25/1954

EDUCATION:

9/89 – 5/91 Doctor of Medicine - Honors Graduate
Hahnemann University School of Medicine
Philadelphia, Pennsylvania

9/80 – 5/84 Doctor of Dental Surgery - Honors Graduate
Emory University School of Dentistry
Atlanta, Georgia

9/76 – 5/80 Bachelor of Science in Biology
The American University
Washington, DC

1972 - 1973 Combat Medic Training Course
Radiographic Procedures Specialist Course
Honorable Discharge
The United States Army Academy of Health Services
Fort Sam Houston, San Antonio, Texas

POST-GRADUATE TRAINING:

July 1994 – June 1995 Chief Resident
Department of Anesthesiology
Yale University School of Medicine
Yale-New Haven Hospital
New Haven, CT

July 1992 – June 1994 Resident
Department of Anesthesiology
Yale University School of Medicine
Yale-New Haven Hospital
New Haven, CT

July 1991 – June 1992 Transitional Internship
Mercy Catholic Medical Center
Darby, PA

July 1987 – June 1988 Dental Anesthesiology Fellow
The Jack D. Weiler Hospital of the
Albert Einstein College of Medicine, Bronx, NY

July 1984 – June 1987 Resident and Chief Resident

Department of Oral and Maxillofacial Surgery
Montefiore Hospital Medical Center and
The Bronx Municipal Hospital Center
Bronx, NY

**SPECIALTY
INTERESTS/TRAINING:**

July 1992 – June 1995

Obstetrical Anesthesia-Subspecialty Training:
Yale-New Haven Hospital
New Haven, CT
Pennsylvania Hospital
Philadelphia, PA
Cardiothoracic Anesthesia
Ambulatory Anesthesia
Acute and Chronic Pain Management
Traumatic and Difficult Airway Management

**SPECIALTY
CERTIFICATION:**

Diplomate of The American Board of
Anesthesiology #28449 - 1996
Diplomate, National Board of Medical Examiners
ACLS/BLS Certified
Oral and Maxillofacial Surgery - Board Eligible
AO/ASIF Certification in Oral and Maxillofacial
Internal Fixation Techniques
Registered Radiologic Technologist (Inactive)
The American Registry of Radiologic Technologist

**UNIVERSITY/HOSPITAL
COMMITTEES:**

Department of Anesthesiology
Executive Leadership Council
Resident Review Committee
Resident Medical Education & Curriculum Committee
Continuous Quality Improvement Committee
Adult/Pediatric Trauma Quality Improvement Committee
Blood Bank/Transfusion Quality Improvement Committee
Operating Room Committee – Chair
Peri-Op New Technology/Products Committee – Co-Chair
YNHH Pharmacy and Therapeutics Committee – Member
YNHH P & T Peri-Op SubCommittee - Chair

PROFESSIONAL

The American Society of Anesthesiology

MEMBERSHIPS: Connecticut State Society of Anesthesiologists
 Society of Obstetric Anesthesia and Perinatology
 The American Association of Oral and Maxillofacial Surgeons
 Society of Cardiovascular Anesthesiologists
 Council of Teaching Hospitals
 American Association of Clinical Directors
 SPAQue

STATE LICENSURE: Medical - Connecticut # 034450
 Dental - New York (Inactive), New Jersey (Inactive)

DEA NUMBER: BV4465680

**CURRENT APPOINTMENTS/
 POSITIONS:**

July 2002 – Present Yale-New Haven Hospital
 Medical Director – Perioperative Services, Cardio-Perfusion Services, Anesthesia Technicians, CRNAs

June 1996 – Present Yale-New Haven Hospital
 Clinical Director - Department of Anesthesiology
 Chief Associate, Operating Room Manager
 Attending Physician

- Section of Perioperative Adult Anesthesia
- Section of Cardiovascular Anesthesia
- Section of Obstetrical Anesthesia
- Section of Ambulatory Anesthesia
- Acute Pain Service
- Center for Pain Management
 (Craniofacial Pain)

June 1996 – Present Yale University School of Medicine
 Assistant Professor of Anesthesiology
 Undergraduate Career Advisor
 Resident and Medical Student Faculty Advisor
 Admissions Committee Member

June 1998 – July 2002 Yale-New Haven Hospital
 Clinical Director - Operating Rooms Attending Physician

- Section of Obstetrical Anesthesia
- Section of Ambulatory Anesthesia
- Acute Pain Service
- Center for Pain Management
 (Craniofacial Pain)

June 2002 – Present Medical Advisor to The Hospital Legal Counsel
 Director of Prenatal Anesthesia Education
 Educational Coordinator for Operating Room
 Orientation Associate Director of Anesthesia Training

Contracts with High Level Employees

Appendix E.3

CULTIVATION LICENSE PROCUREMENT SERVICES AGREEMENT

This Cultivation License Procurement Services Agreement (this “Agreement”) is effective as of the date set forth on the signature page (the “Effective Date”) by and among on the one hand, the undersigned client, its designees, affiliates, successors, agents, and assigns (collectively “Client”), and on the other, Warnish, LLC, a Washington DC limited liability company (“Consultant,” and together with Client, “Parties” or if individually, “Party”).

RECITALS

WHEREAS, Client desires to apply for, or cause its designated nominee to apply for, one license to operate a medical marijuana cultivation center (generally, a “License”) in the State of Connecticut pursuant to the medical marijuana law or laws enacted by the applicable granting authorities, and any other applicable law (collectively, the “Statute”) and the regulations promulgated thereunder (the “Regulations”);

WHEREAS, Consultant is engaged and experienced in the business of, among other things, assisting clients in the process of applying for a License pursuant to the Statute and the Regulations;

WHEREAS, Client desires to engage Consultant, and Consultant desires to be engaged by Client, to assist Client and/or Client’s designated nominee(s) in applying for the License;

WHEREAS, Client also wishes to engage Consultant, and Consultant desires to be engaged by Client, to oversee and manage the construction of any approved cultivation center in the state of Connecticut, if Client and/or his Designee is successful in securing a license;

WHEREAS, Client also wishes to engage Consultant, and Consultant desires to be engaged by Client, to oversee and manage the production of medical cannabis in the licensed cultivation center, if Client and/or his Designee is successful in securing a license and successfully begins cultivation operations;

WHEREAS, the Parties desire to set forth in this Agreement the terms and conditions pursuant to which Client will engage Consultant as an independent contractor to render the consulting services to and for the benefit of Client.

NOW, THEREFORE, in consideration of the recitals, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Term; Termination.

(a) Generally. This Agreement will commence on the Effective Date and will continue until terminated in accordance with this Agreement (the “Term”). The termination mechanisms provided for herein shall be the exclusive means for termination of this Agreement.

If Client, on the one hand, or Consultant, on the other hand, materially breaches any of the terms of this Agreement, the other party will have the right, but not the obligation, to terminate this Agreement effective immediately upon delivery of written notice of such termination to the breaching party; provided, however, that, as a condition to such right to terminate, the non-breaching party must deliver written notice of such breach to the breaching party and allow the breaching party fifteen (15) business days to cure such breach, which, if cured, will cancel the non-breaching party's right to terminate this Agreement on account of such breach. In the event Client fails to tender amounts due and owing to Consultant, such failure shall constitute a material breach such that Consultant may terminate services. All amounts due and owing from Client shall remain due and shall be paid to Consultant. Subject to the earlier termination of this Agreement in accordance with its terms, this Agreement will terminate upon receipt of notice from the applicable department or agency of the state of Connecticut refusing to Client the last of the Licenses applied for pursuant to this Agreement, if Client does not secure a license or otherwise acquire approval or the right to cultivate medical marijuana in the state of Connecticut.

2. Consulting Services. Consultant shall provide three (3) stages of consulting services to Client as follows (generally, the "Consulting Services"):

(a) **Application Phase**: During the Term and subject to the terms and conditions contained in this Agreement, Consultant will provide counsel, advice, and assistance to Client relative to and in furtherance of completing and submitting the application necessary to obtain a License. In general, these services will consist of those items described on the Scope of Work attached as Schedule 1, which include, but is not limited to, the drafting of a completed application for a License.

(b) **Construction Phase**: If Client successfully obtains a Cultivation license in the State of Connecticut, Consultant shall work with Client's designated architect, structural engineer, General Contractor, and subcontractors, to oversee and manage the cultivation-related aspects of the construction process, including oversight of any necessary purchasing, design, layout, HVAC, plumbing, electric, and other services and disciplines necessary for an optimized cultivation center. Consultant and Client agree to amend this Agreement at a later date to more completely describe the Construction Phase rights and obligations of Consultant and Client on terms not inconsistent herewith. Client acknowledges that the Consultant's right to provide the Construction Phase services consistent with the terms of this Agreement is a material representation upon which Consultant is relying in entering into this Agreement.

(c) **Operations Phase**: If Client successfully opens a cultivation center pursuant to the License, Consultant shall implement, train, and oversee the cultivation operation and Client's cultivation staff for a term of two (2) years commencing on that date when medical marijuana is first planted or placed in the Client's cultivation center. Consultant and Client agree to amend this Agreement at a later date to more completely describe the Operations Phase rights and obligations of Consultant and Client on terms not inconsistent herewith. Client acknowledges that the Consultant's right to provide the Operations Phase services consistent with the terms of this Agreement is a material representation upon which Consultant is relying in entering into this Agreement. Client hereby warrants and represents that Client will not attempt to circumvent Consultant in effecting the Operations Phase.

Notwithstanding anything to the contrary in this Agreement, the Consulting Services will not include any obligation whatsoever of Consultant (i) to provide the Consulting Services or similar services exclusively to Client, however Consultant will not engage with a Connecticut competitor; (ii) to pay for any application fees, permits, certificates, or other fees, professional fees, charges, or assessments applicable to the application process or otherwise required to obtain the License(s); or (iii) render legal, tax, or accounting advice.

3. Non-Exclusivity. Client understands, acknowledges, and agrees that Consultant is engaged in the business of rendering the Consulting Services and similar services to other potential applicants for a license and/or other licensed operators in cannabis-approved jurisdictions outside of the Connecticut, and, further, that Consultant will be permitted to, and intends to, render such services for itself and on behalf of Consultant's current clients and prospective clients outside of the state of Connecticut. Consultant will not render such services for itself or on behalf of any client other than the Client in the State of Connecticut during the term of this Agreement.

4. Standards of Performance. Consultant will perform the Consulting Services (i) to the best of Consultant's ability; (ii) in an ethical manner; and (iii) in accordance with all applicable rules, regulations, and laws, including, without limitation, the Statute and the Regulations.

5. Specific Covenants of Client. Client hereby covenants and agrees to (i) pursue in good faith each License applied for pursuant to this Agreement until such application is granted or denied by the state of Connecticut and/or other applicable governmental agency; (ii) fully-cooperate with Consultant in all aspects of the rendition of the Consulting Services; (iii) pay all costs, fees, charges, and expenses reasonably necessary or prudent to apply for, obtain, and maintain the License(s); (iv) timely complete to Consultant's reasonable satisfaction each reasonable task assigned by Consultant to Client; and (v) comply in all respects with all applicable rules, regulations, and laws, including, without limitation, the Statute and the Regulations.

6. Representations and Warranties of Client. Client hereby irrevocably represents and warrants to Consultant, with the understanding the Consultant is relying upon such representations and warranties, that (i) Client has the full right, power, and authority to enter into this Agreement without the consent of any other person or entity; (ii) the execution of this Agreement and the performance by Client of its obligations hereunder do not and will not constitute a breach of or a default under any other agreement or obligation applicable to Client; (iii) all information supplied by Client or its agents to the Consultant or its agents will be true, complete, and correct, and Client will not fail to state a material fact necessary to make any of such information not misleading; (iv) Client or his Designee is the sole intended beneficiary of the Consulting Services, (vii) Client or his Designee will secure sufficient funding and any real estate rights required by the Regulations to submit the application for a License to the state of Connecticut or its applicable agency, and that any such failure to secure capital or real estate rights shall not render the application for a license created by this Agreement incomplete or otherwise excuse Client from its obligations hereunder, (viii) Client understands that Consultant does not and cannot guaranty Client will be awarded a License; (ix) Client agrees not to copy, attempt to re-create or reverse engineer, create derivative works from, or otherwise develop or

attempt to develop the practical or functional equivalent of any document or item belonging to Consultant, including, without limitation, the Confidential Information and other items provided to Client by Consultant, including all documents created during the performance of this Agreement for the benefit of Client, and, furthermore, Client agrees not to aid, facilitate, or permit any other person or entity in doing any of the foregoing. The representations and warranties of Client set forth in this Agreement will survive the termination of this Agreement.

7. Compensation to Consultant. In consideration for Consultant's agreement to render the Consulting Services pursuant to this Agreement, Client hereby covenants and agrees to pay to Consultant the consulting fees as follows:

(a) Application Phase: Client agrees to pay Consultant \$25,000 (twenty-five thousand dollars) upon execution of this Agreement. Client agrees to pay Consultant an additional \$25,000 (twenty-five thousand dollars) upon Consultant's delivery to Client of the completed license application.

(b) Construction Phase: Client agrees to pay Consultant \$25,000 (twenty-five thousand dollars) upon the commencement of construction-related services by Consultant in furtherance of the construction of a Connecticut cultivation center. Unless otherwise agreed to by the Parties, in no event will such compensation be due before the approval required to begin construction has been obtained from the state of Connecticut's medical marijuana approval board or decision making body. Such approvals do not include construction permits or similar permits or licenses not directly associated with the initial medical marijuana licensing approval. Client agrees to pay Consultant an additional \$25,000 (twenty-five thousand dollars) upon receipt of a Certificate of Occupancy or similar approval from the state of Connecticut permitting Client to occupy the cultivation facility post-construction.

(c) Operations Phase: So long as Consultant continues to manage the facility as provided for by this agreement or any subsequent agreement to be entered into by the parties, Client agrees to pay Consultant quarterly during the term of the Operations Phase:

(i)

(x) \$400 for each pound of cannabis produced at the cultivation center up to and including 150 pounds per month; and

(y) \$200 for each pound of cannabis produced at the cultivation center over 150 pounds per month; and

(ii) the amount equal to the difference between One Million Five Hundred Thousand Dollars (\$1,500,000.00) and the amount earned by Consultant pursuant to subsection (i), above, during the two (2) year term of the Operations Phase of this Agreement. Any amount earned by Consultant pursuant to this subsection 7(c)(ii) shall be paid by Client within thirty (30) days after the end of the aforesaid 2-year term.

Client's obligation to pay to Consultant the consulting fees due to Consultant pursuant to this Paragraph 7 will survive termination of this Agreement.

8. Indemnification. Consultant and Client will and do hereby agree to fully indemnify, defend, and hold harmless each other and each other's owners, employees, attorneys, accountants, representatives, and other agents ("affiliates") against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, court costs, and disbursements, incurred by Consultant and/or Consultant's affiliates or by Client and/or Client's affiliates which are the direct or indirect consequence, in whole or in part, of any negligent or willful act or omission of Client or Consultant or any of their respective designees, nominees, owners, employees, attorneys, accountants, representatives, and other agents. Client's and Consultant's obligations under this Paragraph 8 will survive termination of this Agreement.

9. Regulatory Permissibility; Right to Terminate. Notwithstanding anything to the contrary in this Agreement, in the event Consultant, in its sole and absolute discretion, determines that the rendition of the Consulting Services pursuant to this Agreement does or reasonably could be determined to violate any laws, rules, or regulations, not already enacted or already judicially determined, applicable to Consultant, Client, or the rendition of the Consulting Services, then the parties will negotiate in good faith to amend this Agreement to the extent reasonably necessary or prudent to remedy the situation in a manner that accomplishes the intents and objectives of the parties, as evidenced by the terms of this Agreement, in all material respects; provided, however, that Consultant will have the unilateral right to terminate this Agreement immediately in the event Consultant reasonably determines that this Agreement cannot be amended in a manner that remedies the situation without materially altering the manner in which the Consulting Services are rendered. Client acknowledges, understands, and agrees the termination of this Agreement, for any reason, and the resulting cessation of the Consulting Services may render Client unable to complete the application process to obtain the desired License, and Client hereby forever releases and discharges Consultant from any and all liability and obligation that otherwise could result from termination and cessation of the Consulting Services pursuant to the terms of this Paragraph 9.

10. Confidential Information. Each Party acknowledges that the other may be entrusted with confidential information belonging to the other pursuant to or otherwise in connection with this Agreement, including, but not limited to, application materials and components, designs, strategies and plans, contracts, financial information, financial models, professional fee information, salary information, client lists, payor lists, cost and profit information, record keeping practices, policies and procedures, operational matters and practices, client information, development and research work, marketing programs, plans, proposals, and other information about internal systems, processes, concepts, practices, and procedures ("Confidential Information"). Without limiting the generality or applicability of the foregoing, the terms of this Agreement, all exhibits and schedules referenced in this Agreement and all information on such exhibits and schedules, and all written and oral information delivered to, disclosed to, or shared by a Party with the other Party its agents shall constitute Confidential Information. The Parties further acknowledges that each has been instructed by the other Party to, and each Party agrees, that it will, maintain Confidential Information in a confidential manner during the term of this Agreement and during the three (3) year period immediately following the termination or expiration of this Agreement. Without limiting the generality or applicability of the foregoing, each Party agrees that each will not disclose any Confidential Information to any person or entity not authorized in writing by the disclosing Party to receive or use such Confidential Information. The Parties further agree that each will not use, and will not permit or

aid others in the use of, Confidential Information beyond the Term of this Agreement, nor for any purpose other than the purposes contemplated by this Agreement. Excluded from Confidential Information and the restrictions otherwise applicable pursuant to the foregoing is any information developed exclusively by Client entirely independent of, and without reference to or use of, any of the following: (i) the products of the Consulting Services; (ii) Consultant's know-how; (iii) Consultant's trade secrets, other proprietary information, and/or assets, including, without limitation, Consultant's common law and statutory rights in any assets such as copyrights, trade identity, and patents; (iv) Consultant's Confidential Information; (v) Consultant's materials; and (vi) any information, documents, or materials provided or disclosed to Client by Consultant whether or not such information is Confidential Information. Any Confidential Information required to be disclosed by a Party pursuant to a valid order by a court or other governmental body having proper jurisdiction over that Party will not be disclosed by that Party until and unless the other Party provides written notice to the other Party of such order sufficiently in advance of the demanded disclosure to allow the Party a reasonable opportunity to defend against or condition such disclosure. This Paragraph 10 will survive termination of this Agreement.

11. Intellectual Property. Consultant shall solely own and shall retain exclusive rights to all common law and statutory legal and equitable rights, including, but not limited to, all intellectual property rights, in all of Consultant's work product, know-how, trade secrets, statutory and common law copyrights, and all Consultant materials provided to Client, disclosed to Client, created by Consultant or Consultant and Client in connection with or otherwise used in connection with the Consulting Services and/or this Agreement, including, but not limited to, Consultant's Confidential Information ("Consultant IP"). Without limiting the generality or applicability of the foregoing, Consultant IP will include the rights to any and all derivative works. Client acknowledges and agrees Client will not, by virtue of this Agreement or otherwise, acquire any right whatsoever in or to any Consultant IP. Client agrees Client will assign to Consultant immediately upon Consultant's request, for valuable consideration hereby acknowledged by Client as already received, any and all rights Client may acquire by operation of law or otherwise in or to any aspect of any Consultant IP. Client will not take any action or fail to take any action, or permit or aid any other person or entity in taking any action or failing to take any action, that is inconsistent or conflicts with Consultant's ownership of the Consultant IP and/or this Paragraph 11. This Paragraph 11 will survive termination of this Agreement.

12. LIABILITY/DAMAGES LIMITATION. Notwithstanding anything to the contrary in this Agreement, Consultant will not be liable to Client, any beneficiary of this Agreement, or any other person or entity for, or otherwise obligated to pay, (i) any consequential, punitive, or treble damages; (ii) any loss Client, any beneficiary of this Agreement, or any other person or entity may suffer by reason of any services rendered by Consultant or other action taken or omitted in good faith by Consultant and/or Consultant's agents; (iii) any loss arising from Consultant's adherence to Client's written or oral instructions; or (iv) any act or failure to act by any agent of Consultant or any other person or entity to which Consultant directs transactions for Client. Notwithstanding anything to the contrary in this Agreement, in no event will Consultant's aggregate liability to Client, any beneficiary of this Agreement, and/or any other person or entity, collectively, exceed the amount paid by Client pursuant to this Agreement and received by Consultant. This Paragraph 12 will survive termination of this Agreement.

13. Non-Alienation. This Agreement is personal in its nature and neither of the Parties will, without the prior written consent of the other party, assign or transfer this Agreement or any rights or obligations under this Agreement.

14. Arbitration. Any controversy or claim, including, but not limited to, errors and omissions arising out of, or relating to, this Agreement or breach of this Agreement, will, at the election of Consultant, in its sole and absolute discretion, at the outset of such controversy or claim, be settled by arbitration using the rules of the American Arbitration Association with three (3) arbitrators selected in accordance with such rules, the venue for which will be in the state of Connecticut or Los Angeles County, California. The arbitration judgment will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. Consultant's right to elect arbitration will not prohibit or limit Consultant's right to seek injunctive and/or equitable relief in a court of law or other venue for the purpose of enforcing Consultant's rights under Paragraphs 10, 11, and/or 26.

15. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state or jurisdiction where an arbitration or litigation is held pursuant to Paragraph 14 without regard to the principles of conflicts of laws thereof. Any action in a state or federal court shall be governed in accordance with the laws of the state or jurisdiction where the action is filed, without regard to the principles of conflicts of laws thereof. Each party hereby irrevocably submits to the jurisdictions of the Connecticut state and federal courts and California state and federal courts.

16. Time. Time is of the essence for this Agreement and each provision contained in this Agreement. Any extension of time granted for the performance of any obligation under this Agreement will not be considered an extension of time for the performance of any other obligation under this Agreement.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

18. Attorneys' Fees. In the event of any action, arbitration, or proceeding to compel compliance with, or for a breach of, any of the terms and conditions of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party the costs of such action or proceedings, including, without limitation, reasonable attorneys' fees, costs and disbursements.

19. Waiver. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver except as expressly provided in this Agreement. No waiver will be binding unless executed in writing by the party making the waiver. Any party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse any other party from the performance of any of its other obligations under this Agreement.

20. No Third-Party Beneficiaries. Nothing in this Agreement will be construed to give any rights or benefits in this Agreement to anyone other than Consultant and Client. All

duties and responsibilities undertaken under this Agreement will be for the sole and exclusive benefit of Consultant and Client and not for the benefit of any other party, including, without limitation, any nominee, owner, or agent of Client except a Permitted Nominee, as defined in Paragraph 21.

21. Notices. All notices, requests, authorizations, approvals, consents, and other such communications will be in writing and will be delivered in person by private express freight delivery service (freight prepaid), by certified or registered mail, return receipt requested, or by confirmed facsimile transmission (with confirmation copy sent by mail), addressed as set forth beneath the signature of each party to this Agreement. Notices will be deemed to be given or received on the date of actual receipt (or refusal of delivery) at the applicable address or at such other address as a party may direct from time to time upon written notice to the other party at least ten (10) calendar days prior to the proposed change of address.

22. Further Acts. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be necessary or appropriate to fully carry out the provisions, intent, and purposes of this Agreement.

23. Headings and Counterparts. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement.

24. Severability. If any provision in this Agreement is determined to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, then parties desire and agree that the remaining provisions of the Agreement will nevertheless continue to be valid and enforceable.

25. No Public Statement or Information Disclosures. The Parties irrevocably agree not to make, permit to be made by those under their respective dominion, control, or influence, or aid or otherwise facilitate others in making any public statement or information disclosure regarding the existence of this Agreement or its contents, the action or inaction of any Party pursuant to this Agreement, or otherwise about Consultant, its agents, lawyers, its affiliates, or its business, without the prior written consent of the other Party. The Parties irrevocably agree that each shall be entitled to the grant of equitable remedies in order to enforce the foregoing, including, without limitation, an expedited court issued affirmative injunction prohibiting the breach of the foregoing without the need to post any bond. For purposes of the foregoing, a "public statement" includes, without limitation, a statement to any person or entity that is not a Party, nor an employee or authorized agent of a Party, to this Agreement whether or not such person or entity will or may disseminate such information. This Paragraph 25 will survive termination of this Agreement.

26. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and/or contemporaneous agreements, representations, and understandings of the parties, oral or written, pertaining to the subject matter contained in this Agreement are superseded by and merged in this Agreement. No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by the parties.

[Signatures of the parties are on the following page.]

This Cultivation License Procurement Services Agreement is effective as of September 18, 2013.

CONSULTANT:

Warnish, LLC,
a Washington DC limited liability company

By: Andras Kirschner

Signature: Andras Kirschner

Title: Managing Member

Address: 850 WARREN AVE

VENICE CAL. 90291

(301) 922-1528

CLIENT:

C-Three, LLC,
A Connecticut limited liability company

By: Thomas Macre _____

Signature: Thomas Macre

Title: Manager

Address: 284 Racebrook Rd. #217

Orange, CT 06477

Schedule 1

Scope of Work

I. Permit Acquisition Services - A medical cannabis cultivation center can only operate legally if granted a license by the state. The application process to procure a license is detailed and competitive. Consultant employs competent and experienced application writers and professionals to assist Consultant and Client with the preparation of applications for a license. To that end, **Consultant will provide Client with a complete and final application for a medical cannabis cultivation center license for the state of Connecticut**, subject to all applicable terms herein. Services shall include all of the following unless determined that certain services are unnecessary:

1. On-going support and expertise throughout and until the application has been submitted. Such support shall be given by telephone, in person, and through electronic means.
2. A permit application checklist.
3. A detailed business plan suitable for submission with the application.
4. Staffing Structure.
 - a. An Employee Handbook.
 - b. A Staffing Plan.
 - c. Job descriptions for key positions.
 - d. Referrals to preferred accountants and tax return preparers.
5. Policies and Procedures. Implementing proper policies and procedures for the operation of a medical cannabis cultivation center is necessary to maintain uninterrupted, maximum-yield cultivation, security, and to comply with applicable laws. To that end, Consultant will provide Client with the following:
 - a. A detailed Cultivation Plan.
 - b. Best practices inventory control and inventory management protocols.
 - c. Procedures for packaging, labeling, and distribution of medicine to authorized dispensary outlets.
 - d. A detailed and compliant security plan employing state-of-the-art theft deterrence and safety protocols.
6. Facility Design. A proper design and setup of a cultivation facility is key. The majority of commercial cannabis cultivation companies expend tens of thousands, hundreds of thousands, or even millions of dollars correcting previous mistakes. Identifying the optimal cultivation strategy and design is paramount to the early stage and long term success of the Company. To that end, Consultant will provide Client with the following:

- a. Assistance in selecting a suitable location and warehouse for the licensed cultivation center, including on-site inspection and analysis of selected warehouse if desired by Client.
- b. Customized cultivation plan and layout for the selected warehouse property.
- c. A qualified draftsman who will create professional floor plans.
 - i. Renderings not included.
 - ii. Regulations may require architectural drawings, which will require Company hiring an architect.
- d. A list of key features and design elements.
- e. Work with security firm(s) and draftsman to create graphic security plan/schematic.

II. ADDITIONAL ITEMS NOT INCLUDED IN SCOPE OF WORK

Client understands that Client may wish for Consultant to travel to Connecticut or other places on one or more occasions. In that event, Client shall be responsible for Consultant's travel related expenses including airfare, ground transportation, hotel accommodations, and \$50 per day for food expenses. All non-food expenses must be preapproved by Client.

Client shall be responsible for the costs associated with preparing the applications, including without limitation, any copying, printing, and shipping fees.

Client understands that, although Consultant may provide advice on matters outside the scope of the Consulting Services, the Consulting Services do not include professional services including lobbying, legal, fundraising, real estate acquisition services, architectural, accounting, financial planning, nor tax advice. Client shall be responsible for the costs associated with these activities, if such activities are desired by Client.

CONSULTING AND LICENSING AGREEMENT

This Consulting and Licensing Agreement (this “Agreement”) is executed as of [●], 2013 (the “Effective Date”), by and between C-THREE LLC, a Connecticut limited liability company (“Client”), and [WERC LABS LLC, d/b/a THE WERC SHOP CT], a Connecticut limited liability company (“Consultant,” and together with Client, “Parties” or if individually, “Party”).

RECITALS

A. WHEREAS, Consultant is engaged in the business of, among other things, the wholesale development and branding of products derived from botanicals and the establishment of laboratory procedures, processes and protocols for identifying and certifying botanical products and elements thereof;

B. WHEREAS, subject to the terms and conditions of this Agreement, Client desires to obtain from Consultant, and Consultant desires to provide to Client, (a) a license to produce, market and sell products and brands developed or licensed by Consultant that are identified in a written Product Designation in the form attached hereto as Exhibit A and signed by Consultant and Client (“Products”), and (b) the services set forth on Exhibit B (“Services”), for use by Client solely in Client’s Medical Marijuana Program in the State of Connecticut pursuant to the law or laws enacted in the State of Connecticut and each local, county and municipal authority thereof in which Client conducts business, and the regulations promulgated thereunder, relating to the production, transportation, processing, marketing, distribution and sale of marijuana (collectively, the “Applicable Laws”); and

C. WHEREAS, the Parties agree that Consultant’s obligations under this Agreement will only become enforceable if Client successfully acquires all licenses, permits and approvals required under the Applicable Laws (collectively, the “License”).

D. NOW, THEREFORE, in consideration of the recitals, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Term; Termination. This Agreement will commence on the Effective Date and will continue for a period (the “Term”) until terminated in accordance with the following:

(a) Termination by Consultant. Consultant may terminate this Agreement (i) upon written notice to Client if Client fails to obtain a License on or before March 31, 2014; (ii) upon written notice to Client if Client has its License suspended, terminated or removed for any reason; (iii) upon written notice to Client if Client fails to achieve gross revenue targets for any period or periods established by Consultant from time to time; (iv) upon written notice to Client if Client fails to establish a working lab in Connecticut with the equipment set forth on Exhibit C by June 30, 2014; (v) upon written notice to Client in the event Client fails to tender amounts due and owing to Consultant within five (5) days of the due date, if such failure to pay (A) relates to an amount owed (or reasonably determined by Consultant to be owed) of \$25,000 or more, or

(B) is the third (or more) time in any trailing twelve month period (measured from the payment due date) that Client has failed to timely pay any amount due to Consultant hereunder; (vi) upon written notice to Client if (A) the equity holders of Client enter into any agreement to transfer a controlling interest in Client (whether through the transfer equity, by management contract or otherwise), or (B) Client sells all or substantially all of its business or assets in any transaction or series of transactions; or (vii) upon written notice to Client (A) following filing of any voluntary petition by Client or upon the filing of any involuntary petition against Client under bankruptcy laws that is not dismissed within thirty (30) days after filing, or upon any appointment of a receiver for all or any portion of Client’s business or operations, or any assignment of all or substantially all the assets of Client for the benefit of creditors.

(b) Additional Right to Terminate. Notwithstanding anything to the contrary in this Agreement, in the event Consultant, in its sole and absolute discretion, determines that the rendition of the Services pursuant to this Agreement does or reasonably could be determined to violate any laws, rules, or regulations, not already enacted or already judicially determined, applicable to Consultant, Client, or the rendition of the Services or the licensing of the Products, then the parties will negotiate in good faith to amend this Agreement to the extent reasonably necessary or prudent to remedy the situation in a manner that accomplishes the intents and objectives of the parties, as evidenced by the terms of this Agreement, in all material respects; provided, however, that Consultant will have the unilateral right to terminate this Agreement immediately in the event Consultant reasonably determines that this Agreement cannot be amended in a manner that remedies the situation without materially altering the manner in which the Services are rendered or Products licensed. Client acknowledges, understands, and agrees the termination of this Agreement, for any reason, and the resulting cessation of the Services and Product licensing may render Client unable to complete the application process to obtain the desired License, and Client hereby forever releases and discharges Consultant from any and all liability and obligation that otherwise could result from termination and cessation of this Agreement pursuant to the terms of this Section 1(b).

(c) Termination by Either Party. if Client, on the one hand, or Consultant, on the other hand, materially breaches any material term of this Agreement, the other Party will have the right, but not the obligation, to terminate this Agreement effective immediately upon delivery of written notice of such termination to the breaching party; provided, however, that, as a condition to such right to terminate, the non-breaching party must deliver written notice of such breach to the breaching party and allow the breaching party fifteen (15) business days to cure such breach, which, if cured, will cancel the non-breaching party’s right to terminate this Agreement on account of such breach. All amounts due and owing from Client shall remain due and shall be paid to Consultant.

(d) Effect of Termination. In the event that this Agreement shall be terminated pursuant to Section 1, the license granted by Consultant in Section 3 shall immediately and automatically terminate, and all further obligations of Consultant to provide Services shall also be terminated. Client shall remain obligated to pay all Fees for the period prior to termination of this Agreement. Upon any termination of this Agreement, Client shall immediately cease manufacturing, marketing and selling all Products, and promptly (and in any event within fifteen (15) days) deliver to Consultant or destroy all Consultant IP (as defined below) in any tangible form, including without limitation all Products, and Client shall not retain

any samples, products, databases, documents or materials, or copies thereof, containing any Consultant IP. If Client destroys all Consultant IP, Client shall promptly deliver to Consultant a written certification of such destruction. Client agrees to pay liquidated damages in the amount of the gross revenues derived by Client from the sale of Products following termination of this Agreement.

(e) Consultant's Obligations. Notwithstanding anything to the contrary in this Agreement, unless and until Client receives the License, (i) Consultant shall not be obligated to provide any Services, and (ii) Client shall not be permitted to use or exploit the license set forth in Section 3.

2. Services. During the Term, Consultant shall provide Services to Client. Notwithstanding anything to the contrary in this Agreement, the Services will not include any obligation whatsoever of Consultant to (a) pay for any lab space, equipment, application fees, permits, certificates, or other fees, professional fees, charges, or assessments applicable to the application process or otherwise required to obtain the License(s); (b) perform any services that require a License, including without limitation handle cannabis or any other botanical material; or (c) render legal, tax, or accounting advice.

3. License. Consultant hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license to manufacture, market and sell Products only in the State of Connecticut, during the Term and under the terms and conditions set forth in this Agreement. This grant of right is conditioned on Client obtaining and maintaining at all times a License to market and sell Products.

4. Exclusivity.

(a) Consultant. Consultant covenants and agrees that during the Term, Consultant will not, in the State of Connecticut, provide services substantially similar to the Services to any company that markets or sells products similar to the Products, other than Client. Notwithstanding the foregoing, Client understands, acknowledges, and agrees that Consultant, its affiliates and their licensors are engaged in the business of rendering the Services and similar services to other potential applicants for a license and/or other licensed operators in cannabis-approved jurisdictions outside of the State of Connecticut, and, further, that Consultant, its affiliates and their licensors will be permitted to, and intend to, render such services for itself or them and on behalf of current and prospective clients outside of the State of Connecticut.

(b) Client. Client covenants and agrees that during the Term, Client will not, and Client shall prohibit its members, officers, managers, employees, agents and every other affiliate of Client from, directly or indirectly, in the State of Connecticut, (i) retaining or using any provider of services similar to the Services, other than Consultant, and (ii) producing, transporting, processing, marketing, distributing and selling any products similar to the Products.

5. Standards of Performance. Consultant will perform the Services (i) in accordance with Consultant's standards and practices; (ii) in an ethical manner; and (iii) in accordance with all applicable rules, regulations, and laws.

6. Specific Covenants of Client.

(a) Licensing and Cooperation. Client hereby covenants and agrees to (i) pursue in good faith each License until such application is granted or denied by the state of Connecticut and/or other applicable governmental agency; (ii) fully cooperate with Consultant in all aspects of the rendition of the Services and the license of Products; (iii) pay all costs, fees, charges, and expenses reasonably necessary or prudent to apply for, obtain, and maintain the License(s); (iv) timely complete to Consultant's reasonable satisfaction each reasonable task assigned by Consultant to Client; and (v) comply in all respects with all applicable rules, regulations, and laws, including, without limitation, the Applicable Laws. Client shall be solely responsible for obtaining any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation applicable to Client's use, marketing and sale of the Products and/or Services. Consultant makes no representations or warranties about the legality or propriety of the use of the Products or Services in any jurisdiction, state or region.

(b) Permitted Use. The Services and Products are for the sole use within the State of Connecticut by Client's own organization and by Client's own employees or agents. The Services and Products may not be shared with affiliates or any third party, including joint marketing arrangements. The Services and the Products may not be used outside the State of Connecticut without the prior written consent of Consultant in each instance. Without limiting the foregoing, Client covenants and agrees that Client shall not, except in accordance with the express terms of this Agreement (i) disclose, use, disseminate, reproduce or publish any portion of the Products or Services, or any derivatives thereof, in any manner; (ii) permit any parent, subsidiaries, affiliated entities or other third parties to use, produce, market or sell the Products or Services or any portion thereof; (iii) process or permit to be processed the Products or Services or any portion thereof; or (iv) use the Products or Services to research, develop, create, enhance, manufacture, market, distribute or sell any products or services similar to or derivative of the Products or Services. Client further covenants and agrees that Client shall not use the Products or Services for any purpose that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.

(c) Sales of Products and Services; Taxes. Client shall be solely responsible for the marketing and sale of all products and services to customers and patients. Fees are exclusive of sales, use, ad valorem, and all other taxes, which are the sole responsibility of Client. Client shall charge, collect and remit all applicable sales and other taxes, and Client shall be responsible for the timely and accurate filing of all tax forms.

(d) Lab and Equipment. Client hereby covenants and agrees to open a laboratory with equipment set forth on Exhibit C on or before June 30, 2014. Client further agrees to purchase additional equipment and laboratory facilities reasonably necessary to produce Products meeting the quality standards reasonably established by Consultant from time to time.

(e) Insurance. Client agrees that it shall maintain product liability insurance, at its own expense, in a minimum amount of \$[3,000,000] combined single limit with a maximum deductible of \$[10,000], listing Consultant as an additional named insured and loss payee, on all products and services marketed or sold by Client. The insurance will be purchased from an insurance company with a Best Rating of at least "A". Client shall provide Consultant

with proof of such insurance showing that Consultant is an additional named insured and loss payee. Client agrees to provide proof of such insurance to Consultant on or before actual distribution of the Products. Consultant shall be entitled to a copy of the prevailing certificate of insurance, which shall be furnished to Consultant by Client. Such insurance policy shall provide that Consultant shall receive at least thirty (30) days' written notice before any cancellation or modification of such policy.

(f) Quality. Client agrees that the Products at all times shall be of high standard and of such style, appearance and quality as to protect and enhance the Consultant IP and the goodwill pertaining thereto, and shall meet Consultant's quality standards and specifications. Client shall obtain Consultant's written approval of all concepts, design elements, and artwork prior to proceeding to preparation of pre-production samples. Client further agrees not to sell, distribute or promote any spoiled, damaged or defective Products. Consultant shall have the right, but not the obligation, to audit and review all internal and external analytical reports and have samples taken for external validation by a laboratory designated by Consultant.

(g) Legal Notice. Client shall cause to appear on each Product sold by it and on or within all advertising, promotional or display material and on all cartons, containers, packaging, labels, tags and other printed material employing the Consultant IP, proper legal copyright and/or trademark notices in a form that shall be communicated by Consultant to Client prior to production of any Product. Such form of notices may be changed from time to time as reasonably requested by Consultant.

7. Representations and Warranties of Client. Client hereby irrevocably represents and warrants to Consultant, with the understanding the Consultant is relying upon such representations and warranties, that (i) Client has the full right, power, and authority to enter into this Agreement without the consent of any other person or entity; (ii) the execution of this Agreement and the performance by Client of its obligations hereunder do not and will not constitute a breach of or a default under any other agreement or obligation applicable to Client; (iii) all information supplied by Client or its agents to the Consultant or its agents will be true, complete, and correct, and Client will not fail to state a material fact necessary to make any of such information not misleading; (iv) Client will not permit the Services or the Products to be used or sold by any person or entity other than Client, (vii) Client will secure sufficient funding and any real estate rights required by the Applicable Laws to submit the application for a License to the state of Connecticut or its applicable agency, and that any such failure to secure capital or real estate rights shall not render the application for a license created by this Agreement incomplete or otherwise excuse Client from its obligations hereunder, (viii) Client understands that Consultant does not and cannot guaranty Client will be awarded a License; (ix) Client agrees not to copy, attempt to re-create or reverse engineer, create derivative works from, or otherwise develop or attempt to develop the practical or functional equivalent of any document or item belonging to Consultant, including, without limitation, the Products, Confidential Information and other items provided to Client by Consultant, including all documents created during the performance of this Agreement for the benefit of Client, and, furthermore, Client agrees not to aid, facilitate, or permit any other person or entity in doing any of the foregoing. The representations and warranties of Client set forth in this Agreement will survive the termination of this Agreement.

8. Compensation to Consultant. In consideration for Consultant's agreement to render the Services and license the Products pursuant to this Agreement, Client hereby covenants and agrees to pay to Consultant twenty percent (20%) of all gross revenue from the sale of all products and services sold by Client, other than dried medical marijuana flowers (the "Fee").

9. Reports; Payments.

(a) Reports. Client shall provide Consultant with a full, complete and accurate monthly statement of information reasonably requested by Consultant from time to time, including without limitation sales information for all products and services sold by Client, a calculation of the amount due to Consultant under this Agreement, work in progress, and accounts receivable collections and aging (the "Monthly Reports"). Each Monthly Report shall be delivered within five (5) business days of the end of each calendar month. Consultant reserves the right to dispute any Monthly Report.

(b) Payments. Client shall pay Consultant the Fee due for each calendar month concurrently with delivery of the Monthly Report for such calendar month. Notwithstanding anything in this Agreement to the contrary, no payment due by Client under this Agreement is subject to reduction, set-off, counterclaim, withholding or adjustment of any nature by Client, and Client shall be prohibited from setting off, withholding or offsetting against any amounts owed to Consultant. Any balance which is unpaid for more than thirty (30) days will be subject to a late fee, which will be calculated at a rate of 1.5% per month of such overdue balance, provided that nothing in this Agreement shall be deemed to require the payment by Client of late fees on overdue balances in excess of the amount which Consultant may lawfully contract to charge under applicable usury and other laws. Further, Consultant may, in addition to any other rights or remedies available to it under this Agreement or at law or in equity, suspend the Services and/or the license of Products under this Agreement if any amount is not timely paid by its due date and such amount is not paid in full within five (5) days after receipt of written notice that the payment is past due.

10. Audit Right. Client shall maintain accurate and complete records of all financial and accounting information which may affect payment of amounts due by Client under this Agreement, including without limitation Client's use of the Products and Services, and the sale of products or services incorporating the Products and/or Services. These records shall be maintained in accordance with recognized commercial accounting practices so they may be readily audited and shall be held until all payments due by Client have been finally determined and paid under this Agreement. Consultant shall have the right, at all reasonable times during usual business hours, to audit, examine and make copies of, or extracts from, the books of account and other financial and sales records of Client at its principal place of business in order to confirm calculation of amounts due by Client under this Agreement. Such right may be exercised through any agent or employee of Consultant designated by Consultant or by an independent certified public accountant designated by Consultant. Consultant shall pay all expenses incurred in any examination made by Consultant hereunder; provided that Client shall pay such expenses if it is determined that Client underpaid Consultant by twenty percent (20%) or more.

11. Costs Borne by Client

(a) Travel. Client understands that Client may wish for Consultant’s personnel or contractors to travel to Connecticut or other places on one or more occasions. In that event, Client shall be responsible for such travel related expenses including airfare, ground transportation, hotel accommodations, and \$50 per day for food expenses. All non-food expenses must be preapproved by Client.

(b) Applications. Client shall be responsible for the costs associated with preparing the applications, including without limitation, any copying, printing, and shipping fees.

12. Indemnification. Client will and does hereby agree to fully indemnify, defend, and hold harmless Consultant and each of Consultant’s and its affiliates’ owners, members, partners, managers, directors, employees, insurers, attorneys, accountants, representatives, and other agents (Consultant’s “affiliates”) against all claims, damages, losses, penalties, fines, assessments, liabilities and expenses, including, but not limited to, reasonable attorneys’ fees, court costs, and disbursements, incurred by Consultant and/or Consultant’s affiliates which are the direct or indirect consequence, in whole or in part, of (a) any breach of this Agreement by Client, or (b) any negligent or willful act or omission of Client or any of its respective designees, nominees, owners, employees, attorneys, accountants, representatives, and other agents.

13. Confidential Information.

(a) Confidential Information. Each Party acknowledges that the other may be entrusted with confidential information belonging to the other pursuant to or otherwise in connection with this Agreement (“Confidential Information”). For purposes of this Agreement, Confidential Information of (a) Consultant shall include without limitation the Services, Products, potential products or services, brand names, designs, product components and elements, product recipes, contracts of Consultant, financial information of Consultant, salary information relating to Consultant’s employees, client lists of Consultant, payor lists of Consultant, cost and profit information of Consultant, policies and procedures of Consultant, operational matters and practices of Consultant, development and research work of Consultant, marketing programs of Consultant, plans, proposals, and other information about internal systems of Consultant, and processes, concepts, practices, and procedures of Consultant, and (b) Client shall include without limitation application materials and components, strategies and plans of Client, contracts of Client, financial information of Client, salary information relating to Client’s employees, client lists of Client, payor lists of Client, and cost and profit information of Client. All confidential information of Consultant’s affiliates, licensors and contractors shall be deemed to be Confidential Information of Consultant for all purposes. Without limiting the generality or applicability of the foregoing, the terms of this Agreement, all exhibits and schedules referenced in this Agreement and all information on such exhibits and schedules, and all written and oral information delivered to, disclosed to, or shared by or on behalf of a Party with the other Party its agents pursuant to this Agreement shall constitute Confidential Information of the disclosing party notwithstanding the fact that such information may have been delivered to, disclosed to, or shared with others by a Party or otherwise become available to the general public.

(b) Use of Confidential Information. The Parties acknowledge that each has been instructed by the other Party to, and each Party agrees, that it will, maintain Confidential

Information in a confidential manner during the Term and after the termination or expiration of this Agreement. Without limiting the generality or applicability of the foregoing, each Party agrees that each will not disclose any Confidential Information to any person or entity not authorized in writing by the disclosing Party to receive or use such Confidential Information, except that Consultant shall be permitted to disclose Confidential Information of Client to Consultant's contractors and licensors who reasonably need to know such information for Consultant to perform its obligations under this Agreement. The Parties further agree that each will not use, and will not permit or aid others in the use of, Confidential Information for any purpose other than the purposes contemplated by this Agreement.

(c) Exclusions. Excluded from Confidential Information and the restrictions otherwise applicable pursuant to the foregoing is any information developed exclusively by (a) Client entirely independent of, and without reference to or use of, any of the following: (i) the Products or the Services; (ii) know-how of Consultant, its affiliates, licensors and contractors; (iii) Consultant's and its affiliates, licensors and contractors' trade secrets, other proprietary information, and/or assets, including, without limitation, Consultant's, its affiliates', licensors' and contractors' common law and statutory rights in any assets such as copyrights, trade identity, trademarks, trade names and patents; (iv) Confidential Information of Consultant, its affiliates, licensors and contractors; (v) materials of Consultant, its affiliates, licensors and contractors; and (vi) any information, documents, or materials provided or disclosed to Client by or on behalf of Consultant whether or not such information is Confidential Information and (b) by Consultant, its affiliates, licensors or contractors entirely independent of, and without reference to or use of, any of Client's Confidential Information.

(d) Compelled Disclosure. A disclosure of any portion of Confidential Information, either (i) in response to a valid order by a court of competent jurisdiction or other governmental body, or (ii) otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that the Party responding to such order or request ("Recipient") shall provide prompt prior notice thereof to the other Party ("Discloser") to enable Discloser to seek a protective order or otherwise seek to prevent such disclosure, and Recipient shall cooperate with Discloser (at Discloser's reasonable expense) in Discloser's efforts to limit or prevent disclosure. In the event that such protective order is not obtained or sought, or that Discloser expressly waives compliance with the provisions hereof, Recipient may disclose only that portion of the Confidential Information of Discloser which Recipient is advised by legal counsel is legally required to be disclosed and shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

14. Intellectual Property.

(a) Consultant IP. Without limiting Section 13, Consultant (or its licensor) shall solely own and shall retain exclusive rights to all common law and statutory legal and equitable rights, including, but not limited to, all intellectual property rights, in all work product, know-how, trade secrets, patents, trademarks, trade names, brands, product designs, product elements, product measurements, statutory and common law copyrights, and all other materials provided to Client, disclosed to Client, created by Consultant, Consultant's affiliates, Consultant's contractors, Consultant's licensors, or jointly developed by Consultant and Client,

whether existing or used now or in the future and any causes of action that may arise therefrom, including but not limited to the Products, the Services, and any products and brands (including without limitation, all rights, logos, and goodwill) created by or through this Agreement or included in Consultant’s Confidential Information (collectively, “Consultant IP”). Without limiting the generality or applicability of the foregoing, Consultant IP will include the rights to any and all derivative works.

(b) No Transfer of Rights. Client acknowledges and agrees Client will not, by virtue of this Agreement or otherwise, acquire any right whatsoever in or to any Consultant IP, and all Consultant IP shall remain at all times the property of Consultant or its licensor. Client hereby assigns to Consultant , for valuable consideration hereby acknowledged by Client as already received, any and all rights Client may acquire by operation of law or otherwise in or to any aspect of any Consultant IP. Client further agrees to take whatever additional action is necessary to assign such intellectual property to Consultant or its designee and to register such intellectual property in the name of Consultant or its designee, including, without limitation, the execution of any assignment, registration, application or other documentation. In addition, Client hereby grants to Consultant an irrevocable power of attorney to execute in its name any documents necessary to effect the intent of the preceding sentence.

(c) No Conflict. Client will not take any action or fail to take any action, or permit or aid any other person or entity in taking any action or failing to take any action, that is inconsistent or conflicts with Consultant’s ownership of the Consultant IP and/or this Section 14. Client shall have only the limited rights with respect to the Consultant IP expressly granted in this Agreement, and all rights not expressly granted by Consultant are reserved. Client agrees that only Consultant shall have the right to alter, maintain, enhance or otherwise modify the Consultant IP.

15. Independent Contractor. Nothing in this Agreement, or in the course of dealing between the Parties pursuant to this Agreement, shall be deemed to create between the parties (including their respective contractors, licensors, members, partners, shareholders, directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship, other than that of independent contractors with respect to each other. No Party shall have the authority to commit or legally bind the other Party in any manner whatsoever, including, but not limited to, the acceptance or making of any agreement, representation or warranty. Client shall be solely responsible for handling and processing all botanical materials.

16. LIABILITY/DAMAGES LIMITATION. Notwithstanding anything to the contrary in this Agreement, Consultant will not be liable to Client, any beneficiary of this Agreement, or any other person or entity for, or otherwise obligated to pay, (i) any consequential, punitive, or treble damages; (ii) any loss Client, any beneficiary of this Agreement, or any other person or entity may suffer by reason of any products or services rendered by Consultant or other action taken or omitted in good faith by Consultant and/or Consultant’s agents; (iii) any loss arising from Consultant’s adherence to Client’s written or oral instructions; and (iv) any act or failure to act by any contractor or agent of Consultant or any other person or entity to which Consultant directs transactions for Client. Notwithstanding anything to the contrary in this Agreement, in no event will Consultant’s aggregate liability to

Client, any beneficiary of this Agreement, and/or any other person or entity, collectively, exceed the amount paid by Client pursuant to this Agreement and received by Consultant during the twelve month period ended on the date on which the events giving rise to such liability first occurred. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5, CONSULTANT EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES, WRITTEN OR ORAL, STATUTORY OR CONTRACTUAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, INFRINGEMENT, COMPLETENESS, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

17. Non-Alienation. This Agreement is personal in its nature and neither of the Parties will, without the prior written consent of the other Party, assign or transfer this Agreement or any rights or obligations under this Agreement. Any direct or indirect assignment by Client, whether by operation of law or otherwise, shall be deemed to be an assignment under this Section 17, including without limitation the transfer, whether by management contract or assignment, of more than twenty percent (20%) of the equity of any member of Client, or any direct or indirect owner of any member of Client.

18. Litigation; Arbitration. Any controversy or claim, including, but not limited to, errors and omissions arising out of, or relating to, this Agreement or breach of this Agreement, will, at the election of Consultant, in its sole and absolute discretion, be settled by litigation or arbitration using the rules of JAMS with one (1) arbitrator selected in accordance with such rules, the venue for which will be in the State of Connecticut or Los Angeles, California. The arbitration judgment, if any, will be final and binding upon the Parties and may be entered in any court having jurisdiction thereof. Consultant’s right to elect arbitration will not prohibit or limit Consultant’s right to seek injunctive and/or equitable relief in a court of law or other venue for the purpose of enforcing Consultant’s rights under this Agreement. Each Party hereby irrevocably submits to the jurisdictions of the Connecticut state and federal courts and California state and federal courts.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to the principles of conflicts of laws thereof. Additionally, all parties hereby consent to the exclusive jurisdiction of California state and federal courts and waive their rights to object on personal jurisdiction grounds.

20. Specific Performance. Each Party acknowledges and agrees that a breach of any of the promises or agreements of Client contained herein will result in irreparable and continuing damage to Consultant for which there will be no adequate remedy at law, and Consultant shall be entitled without the requirement of posting a bond or other security, to injunctive relief and/or specific performance as remedies for such breach, and such other relief as may be proper (including monetary damages if appropriate). Such remedies shall not be deemed to be the exclusive remedies for the breach of this Agreement by Client, but shall be in addition to all other remedies available at law or in equity to Consultant.

21. Time. Time is of the essence for this Agreement and each provision contained in this Agreement. Any extension of time granted for the performance of any obligation under this

Agreement will not be considered an extension of time for the performance of any other obligation under this Agreement.

22. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

23. Attorneys' Fees. In the event of any action, arbitration, or proceeding to compel compliance with, or for a breach of, any of the terms and conditions of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party the costs of such action or proceedings, including, without limitation, reasonable attorneys' fees, costs and disbursements.

24. Waiver. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver except as expressly provided in this Agreement. No waiver will be binding unless executed in writing by the party making the waiver. Any party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver will in no way excuse any other party from the performance of any of its other obligations under this Agreement.

25. No Third-Party Beneficiaries. Except with respect to Consultant's affiliates, licensors and contractors, nothing in this Agreement will be construed to give any rights or benefits in this Agreement to anyone other than Consultant and Client. Except with respect to Consultant's affiliates, licensors and contractors, all duties and responsibilities undertaken under this Agreement will be for the sole and exclusive benefit of Consultant and Client and not for the benefit of any other party, including, without limitation, any nominee, owner, or agent of Client.

26. Notices. All notices, requests, authorizations, approvals, consents, and other such communications will be in writing and will be delivered in person by private express courier delivery service (prepaid), by certified or registered mail, return receipt requested, or by confirmed facsimile or e-mail transmission (with confirmation copy sent by mail), addressed as set forth beneath the signature of each party to this Agreement. Notices will be deemed to be given or received on the date of actual receipt (or refusal of delivery) at the applicable address or at such other address as a party may direct from time to time upon written notice to the other party in accordance with this Section.

27. Further Acts. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be necessary or appropriate to fully carry out the provisions, intent, and purposes of this Agreement.

28. Headings. The headings and sub-headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement.

29. Severability. If any provision in this Agreement is determined to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, then parties desire and agree that the remaining provisions of the Agreement will nevertheless continue to be valid and enforceable.

30. Survival. The Parties agree that Sections 9 through 31 shall survive termination of this Agreement.

31. Entire Agreement. This Agreement and all exhibits hereto constitute the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and/or contemporaneous agreements, representations, and understandings of the Parties, oral or written, pertaining to the subject matter contained in this Agreement are superseded by and merged in this Agreement. No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by the Parties. Except as may otherwise be provided in this Agreement, the rights and remedies set forth in this Agreement are cumulative and the assertion by a Party of any right or the obtaining of any remedy under this Agreement shall not preclude such Party from asserting or obtaining any other right or remedy, at law or in equity, under this Agreement.

[Signatures of the parties are on the following page.]

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

CONSULTANT:

[THE WERC SHOP CT, LLC]

By: _____
Signature: _____
Title: _____
Address: _____

CLIENT:

C-THREE, LLC

By: _____
Signature: _____
Title: _____
Address: _____

EXHIBIT APRODUCT DESIGNATION

This PRODUCT DESIGNATION is issued pursuant to the Consulting and License Agreement, dated as of [●], 2013 (the “Agreement”), between C-THREE LLC, a Connecticut limited liability company (“Client”), and [THE WERC SHOP CT, LLC], a Connecticut limited liability company (“Consultant,” and together with Client, “Parties” or if individually, “Party”). This Product Designation is hereby incorporated into, and made a part of, the Agreement. Capitalized terms used but not defined herein shall have the meanings assigned in the Agreement.

The following shall be “Products” under the Agreement:

[insert products]

IN WITNESS WHEREOF, the Parties hereto have executed this Product Designation as of [*date*].

[THE WERC SHOP CT, LLC]

By: _____

Signature: _____

Title: _____

C-THREE, LLC

By: _____

Signature: _____

Title: _____

EXHIBIT BSERVICES

If Client successfully obtains a License, Consultant will provide best-practices protocols and quality control measures to be employed by Client in Client's licensed production facility. Consultant will also provide advice on equipment, product formulations and on-site manufacturing practices.

EXHIBIT CINITIAL EQUIPMENT

1. High Performance Liquid Chromatograph with U.V. Detector for cannabinoid profiling.
2. Gas Chromatograph with F.I.D. Detector.

Audited Financial Statement

Appendix E.4

C-THREE, LLC

FINANCIAL STATEMENTS

Period from June 13, 2013 (Date of Inception) to October 31, 2013

Confidential

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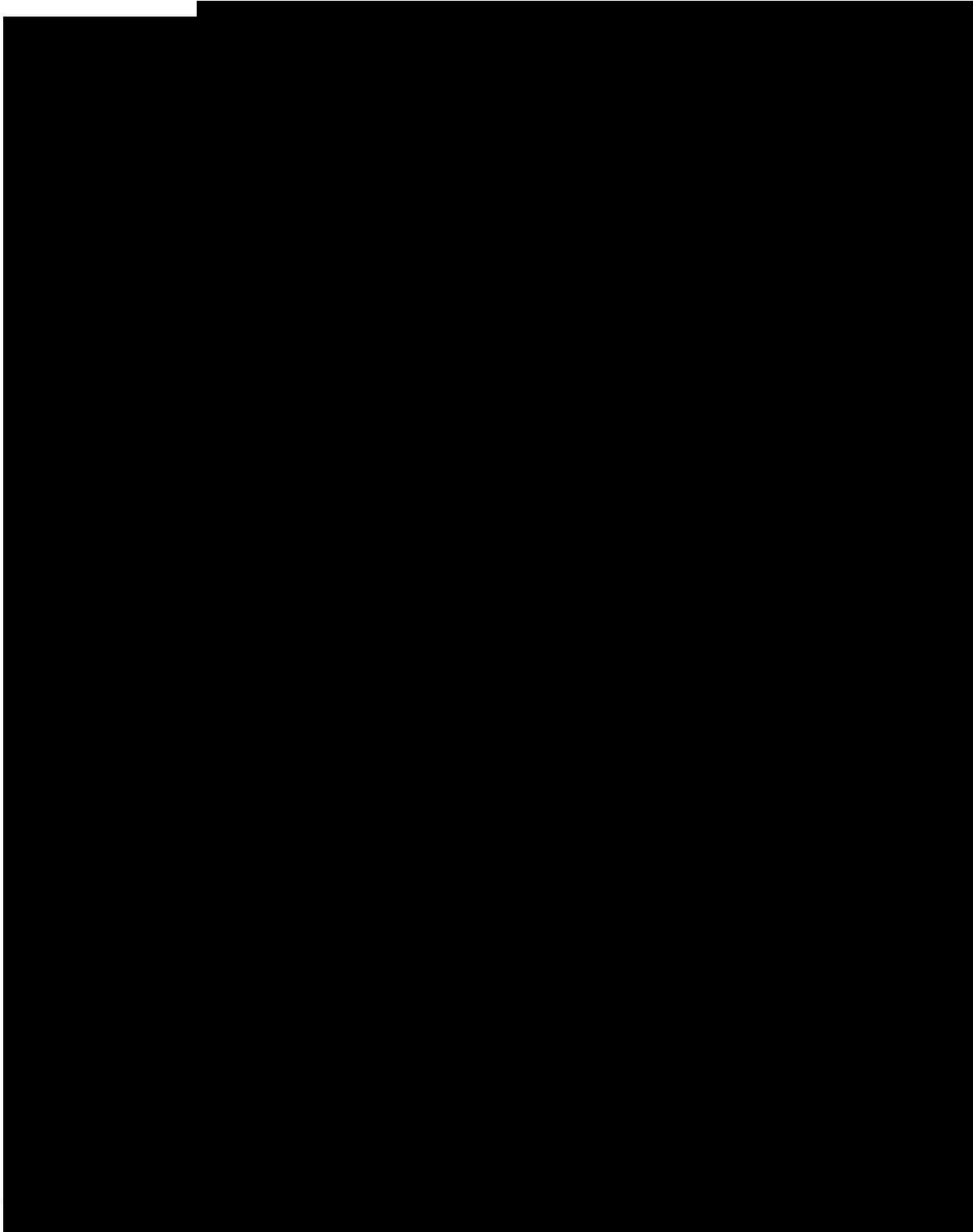
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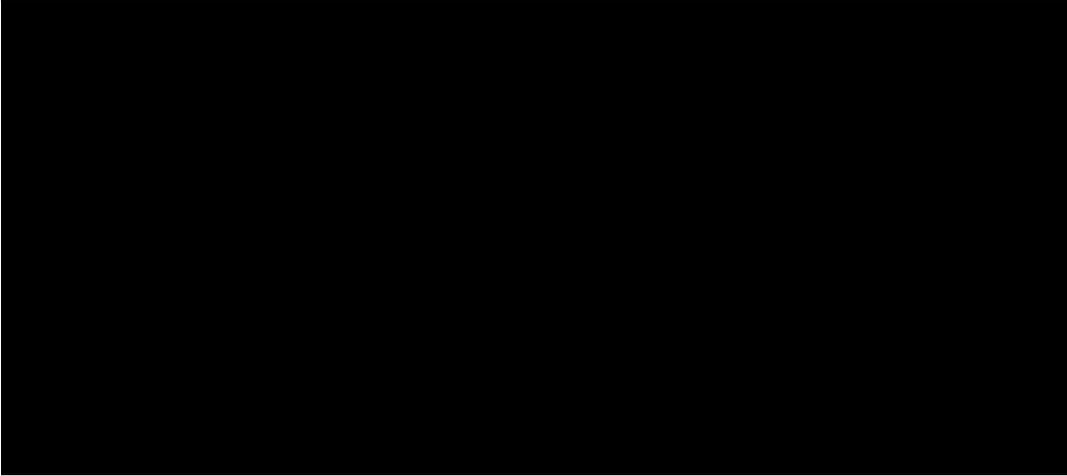
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Michael E. Bailey, CPA, MST
Dominic Scarano, Jr., CPA
William R. Sloman II, CPA
Camille R. Murphy, CPA

Michael J. Schaefer, CPA
Alan P. Bailey, CPA

bailey
murphy
+ scarano

Certified Public Accountants

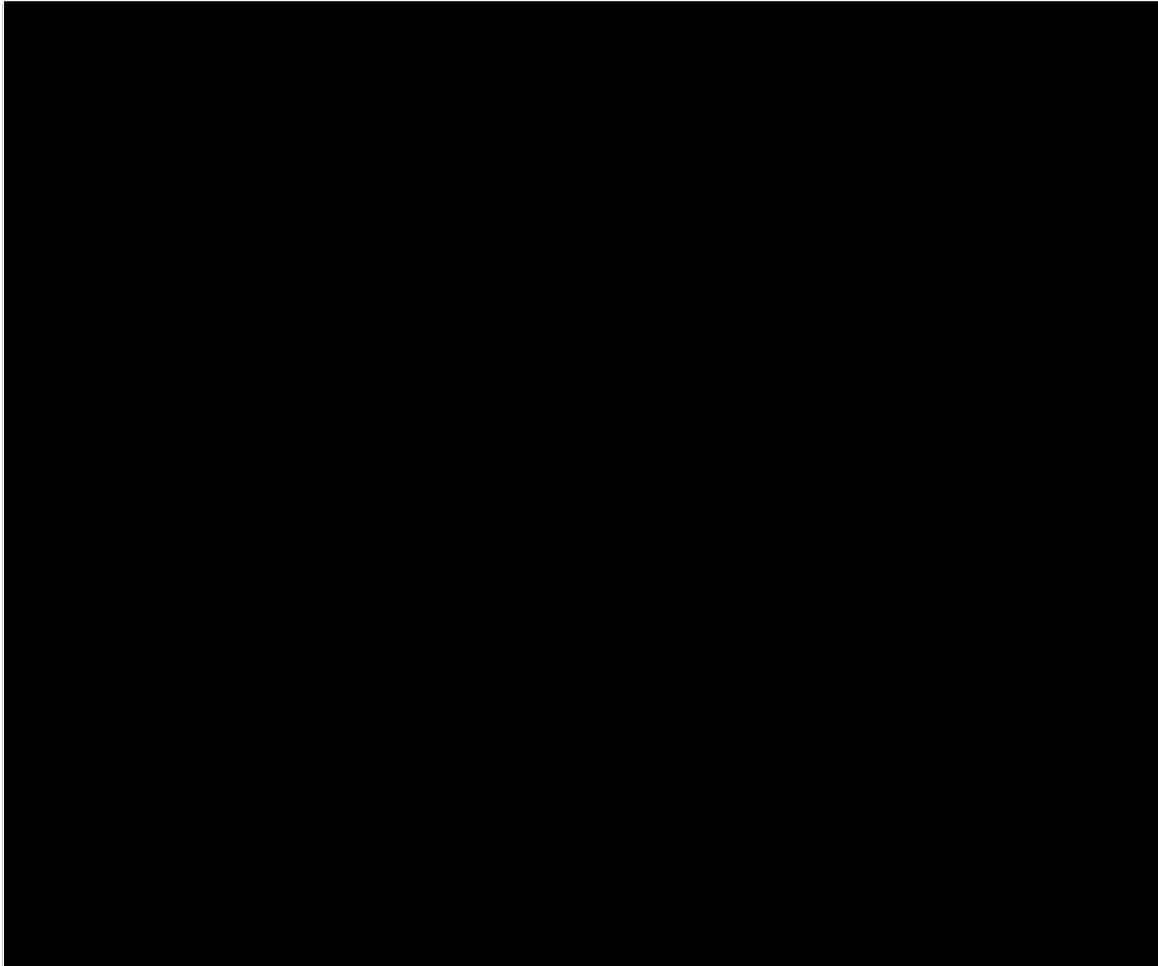




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C+THREE
C-THREE, LLC
(A Development Stage Company)
BALANCE SHEET
October 31, 2013

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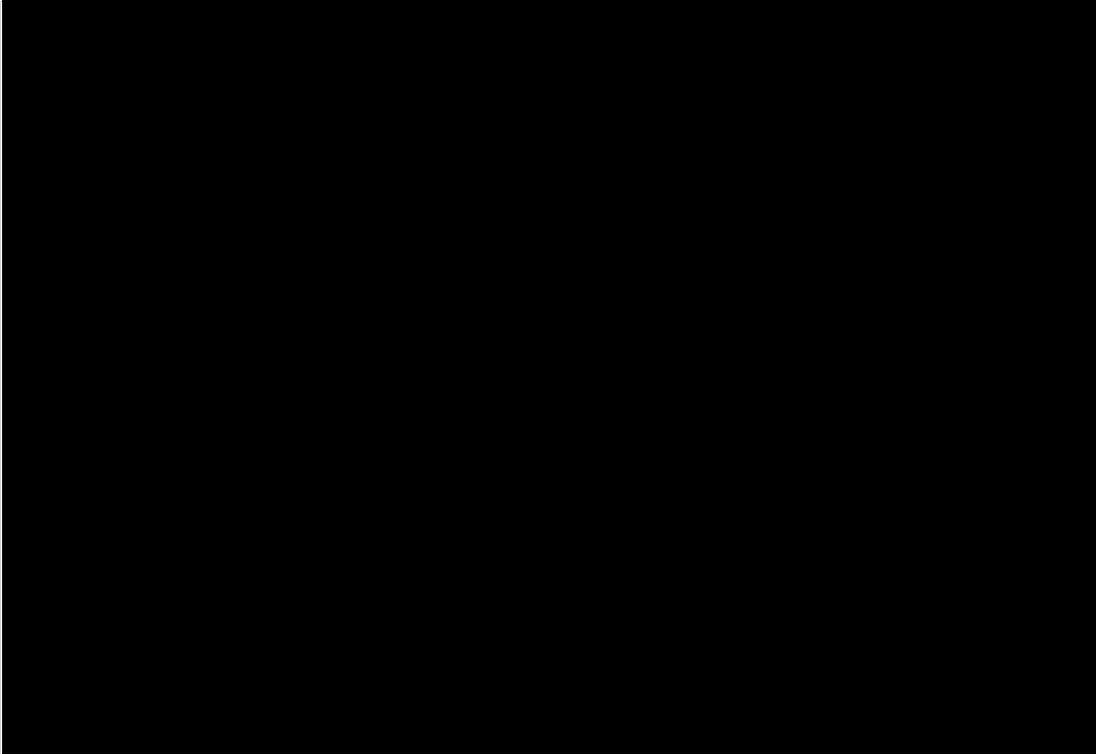
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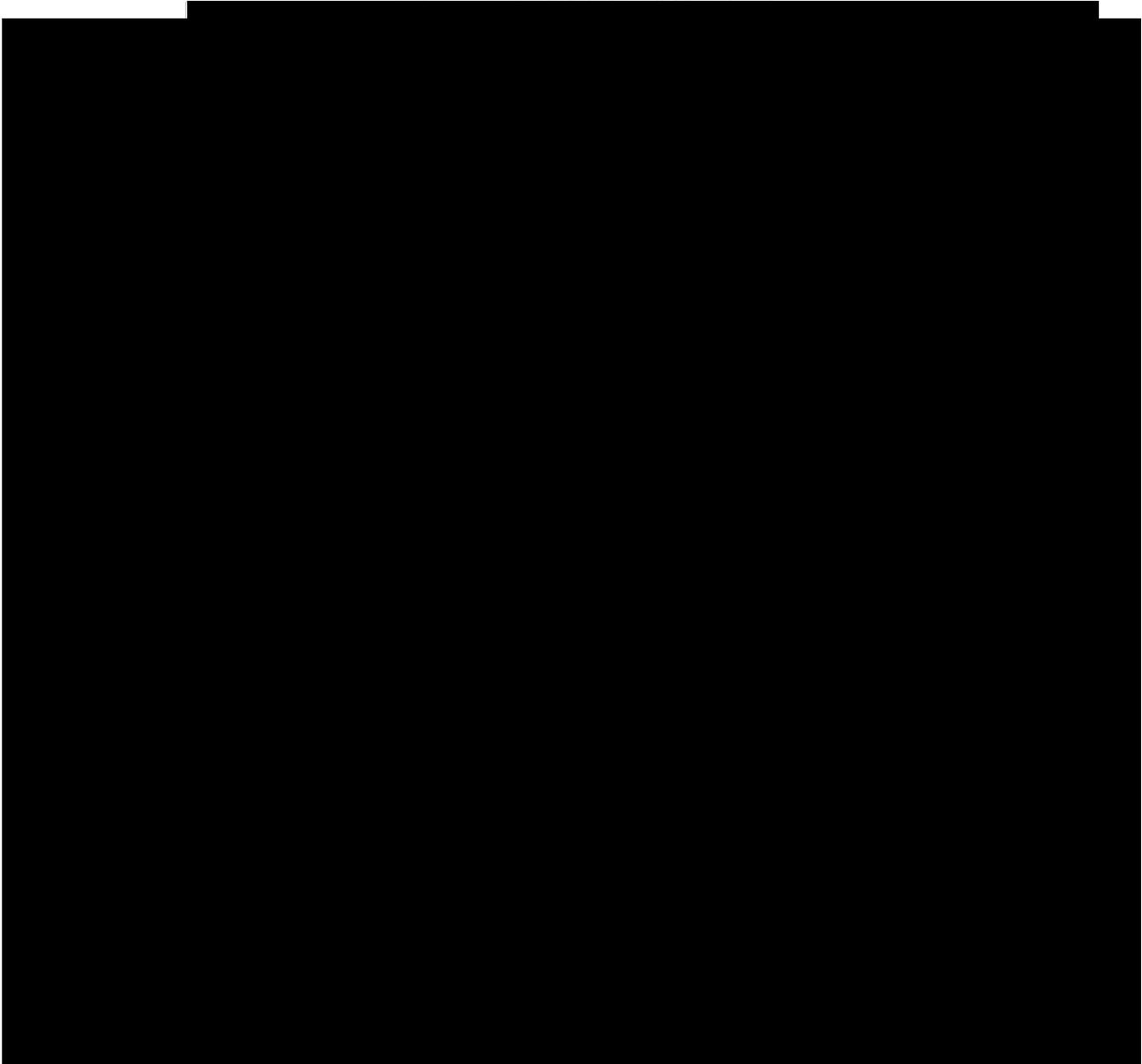
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C+THREE
C-THREE, LLC
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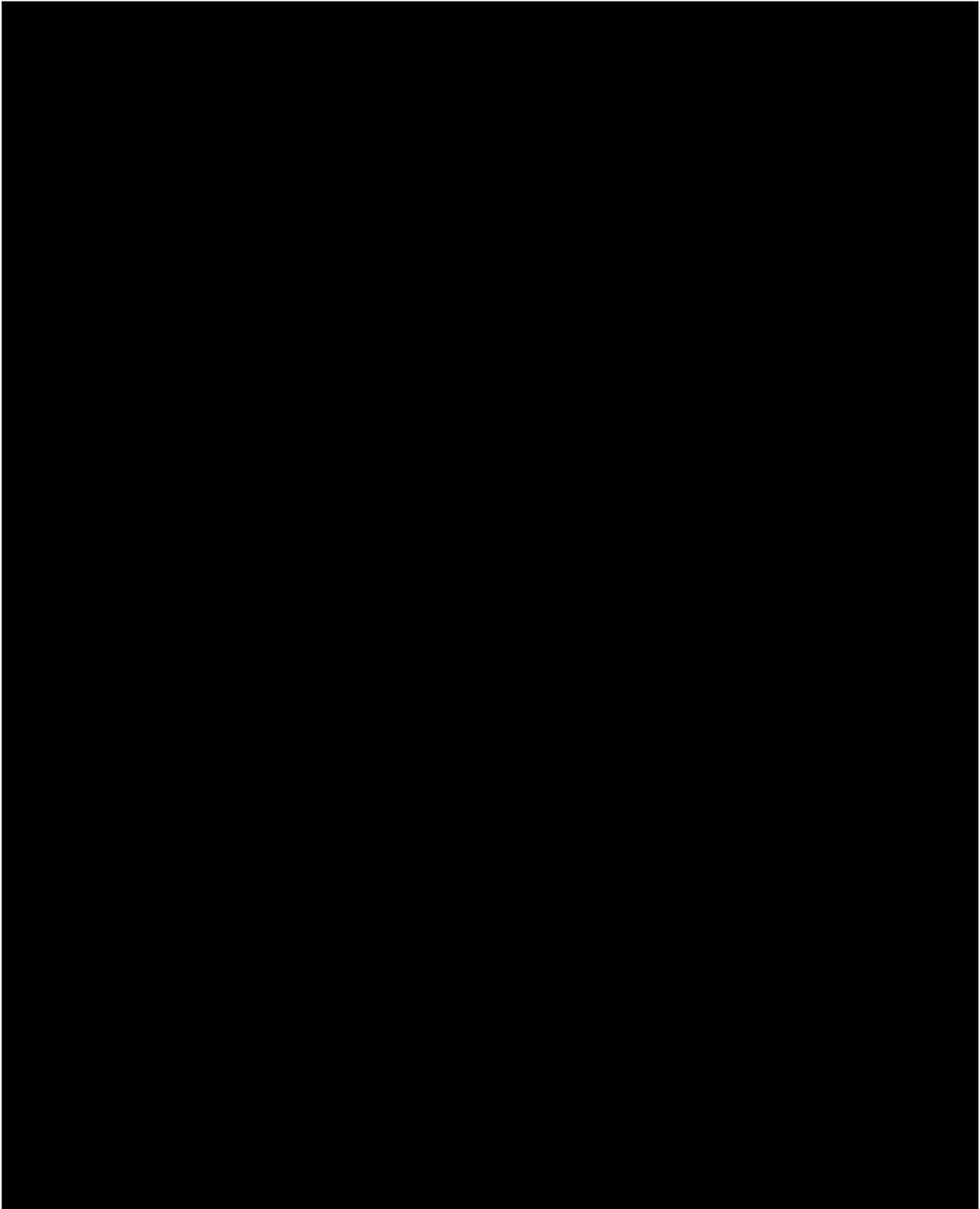
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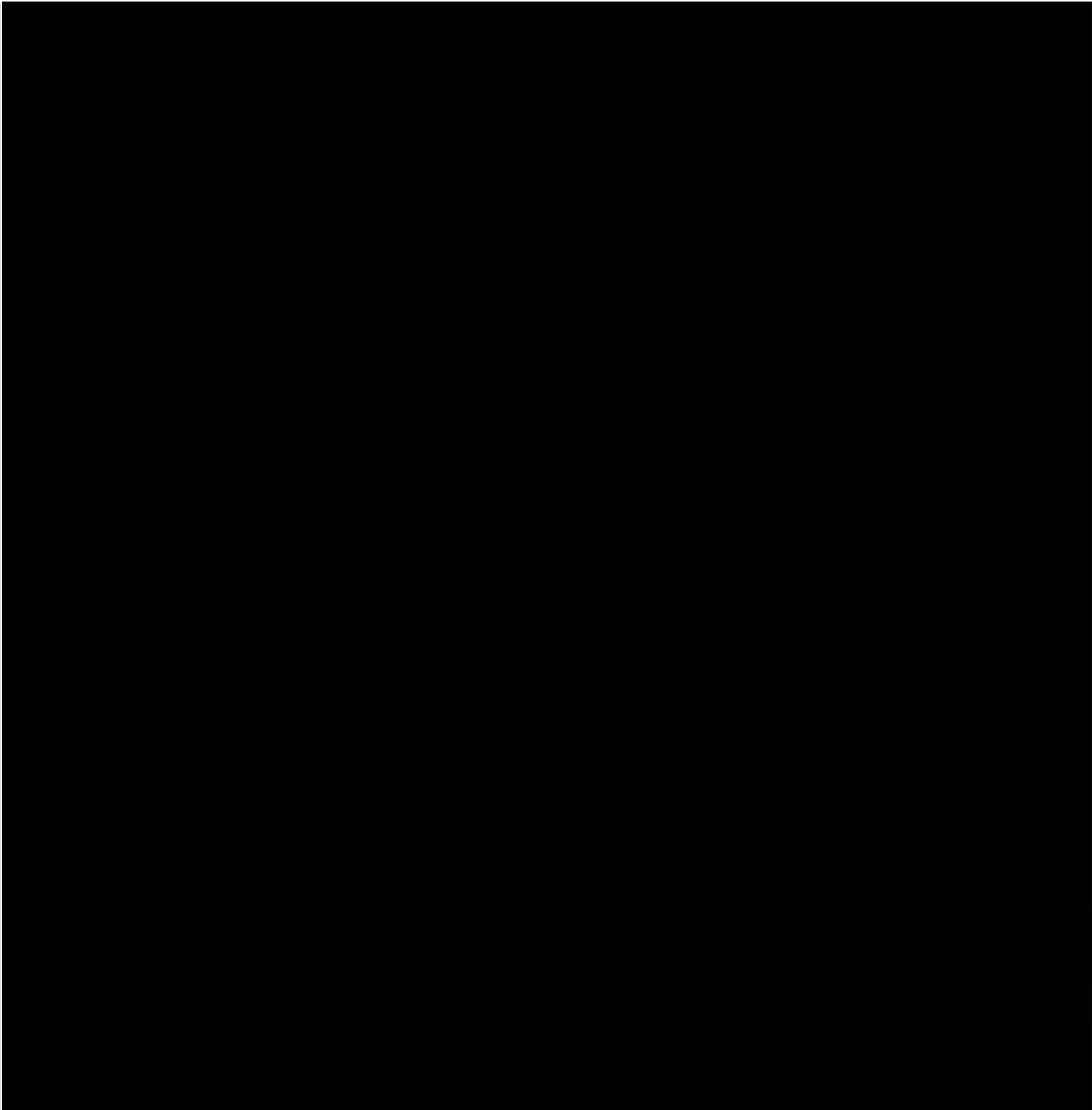
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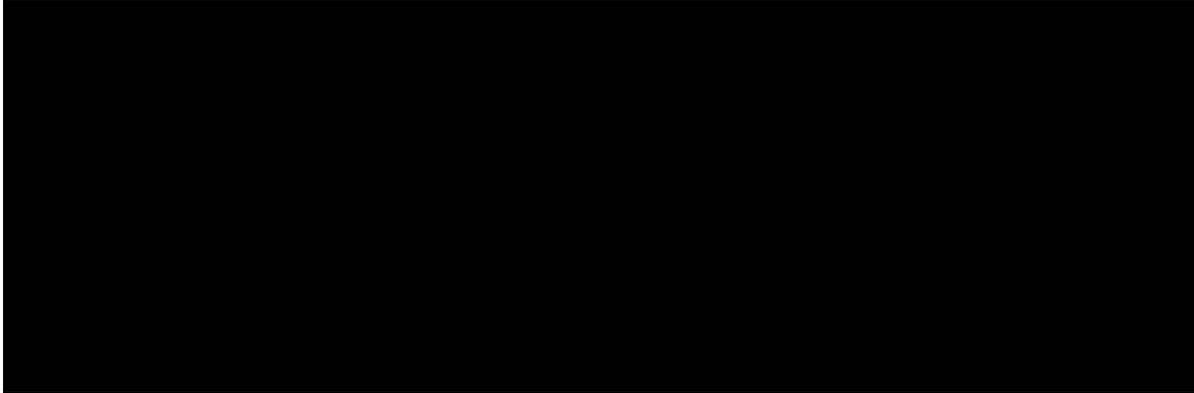
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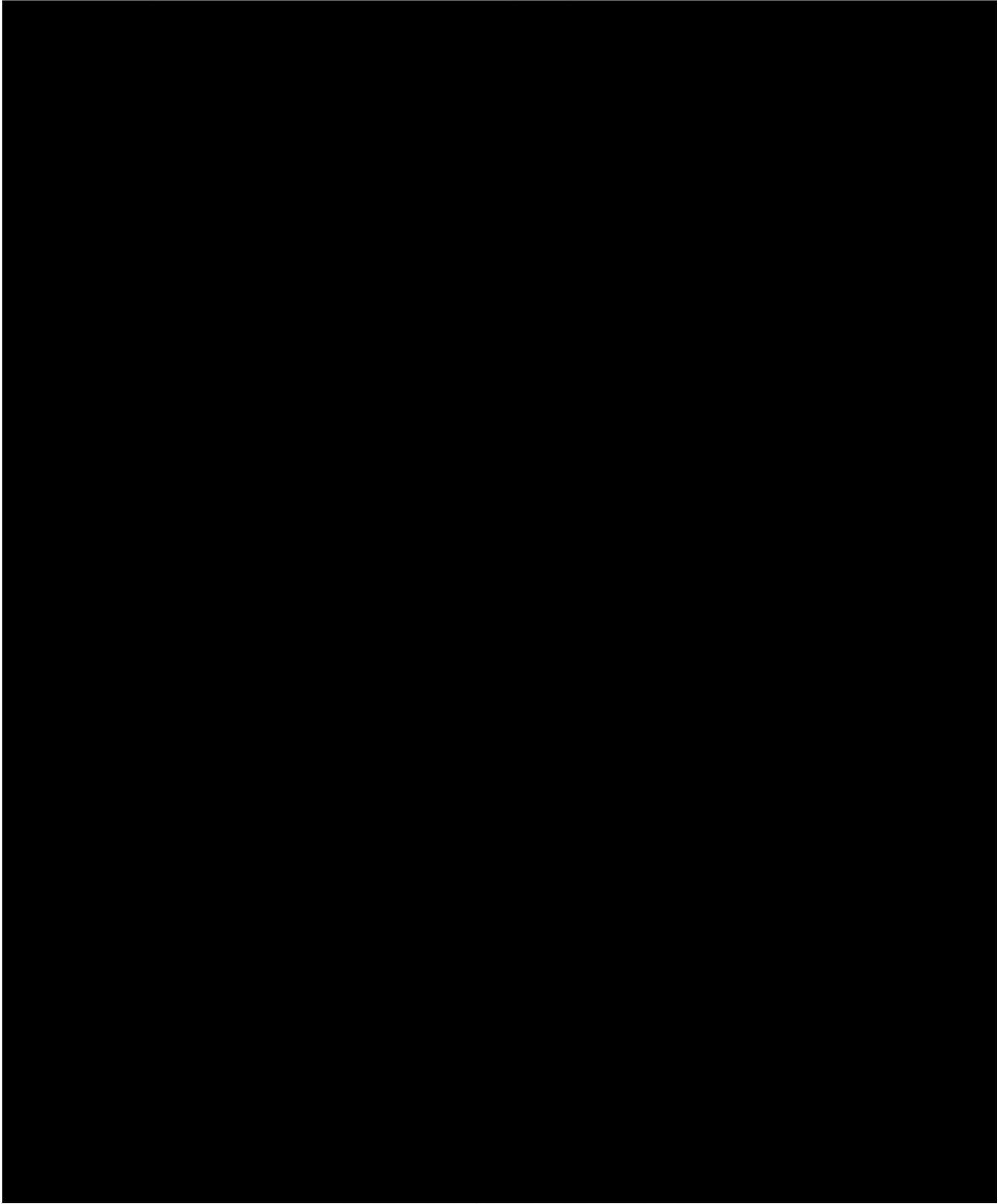


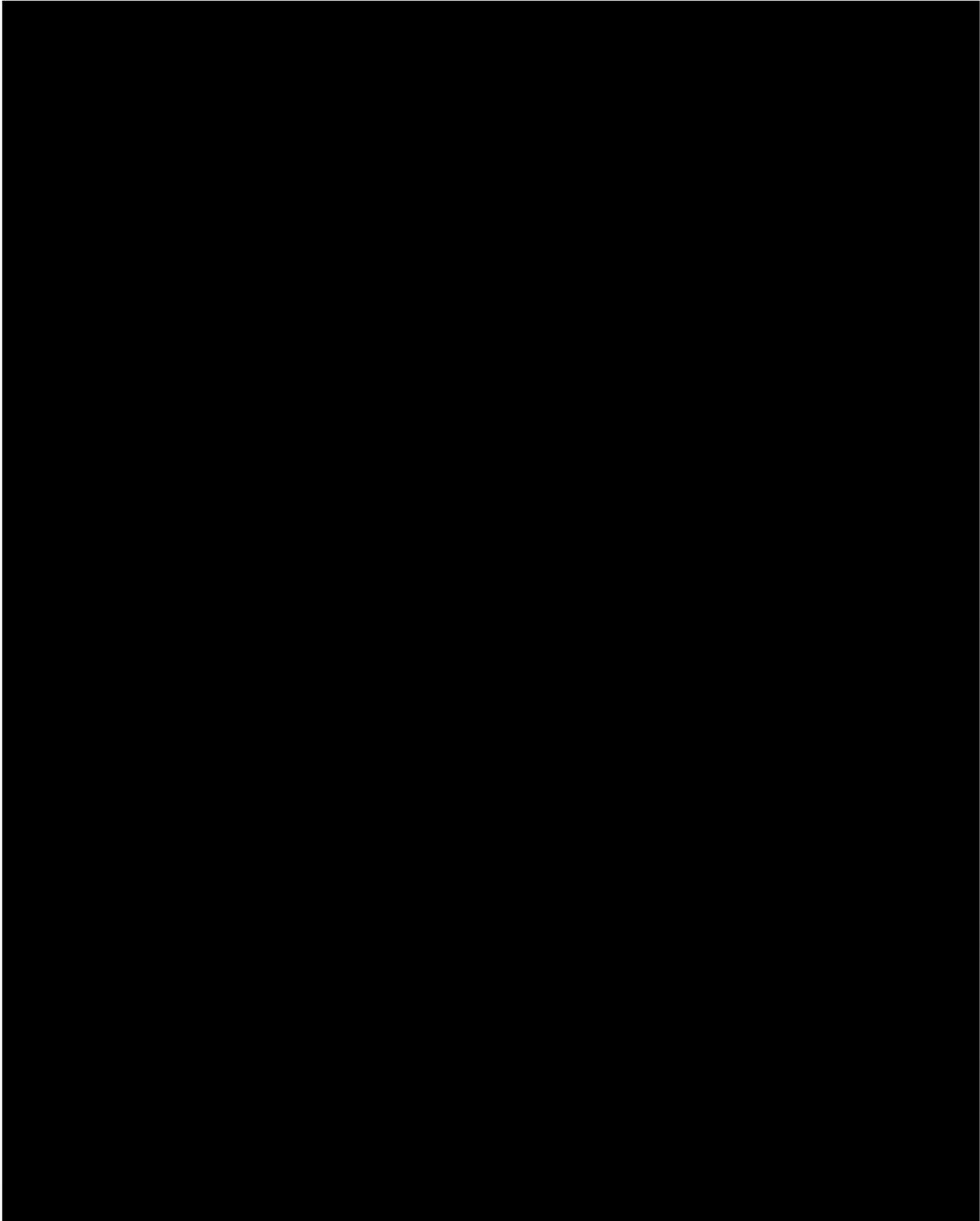
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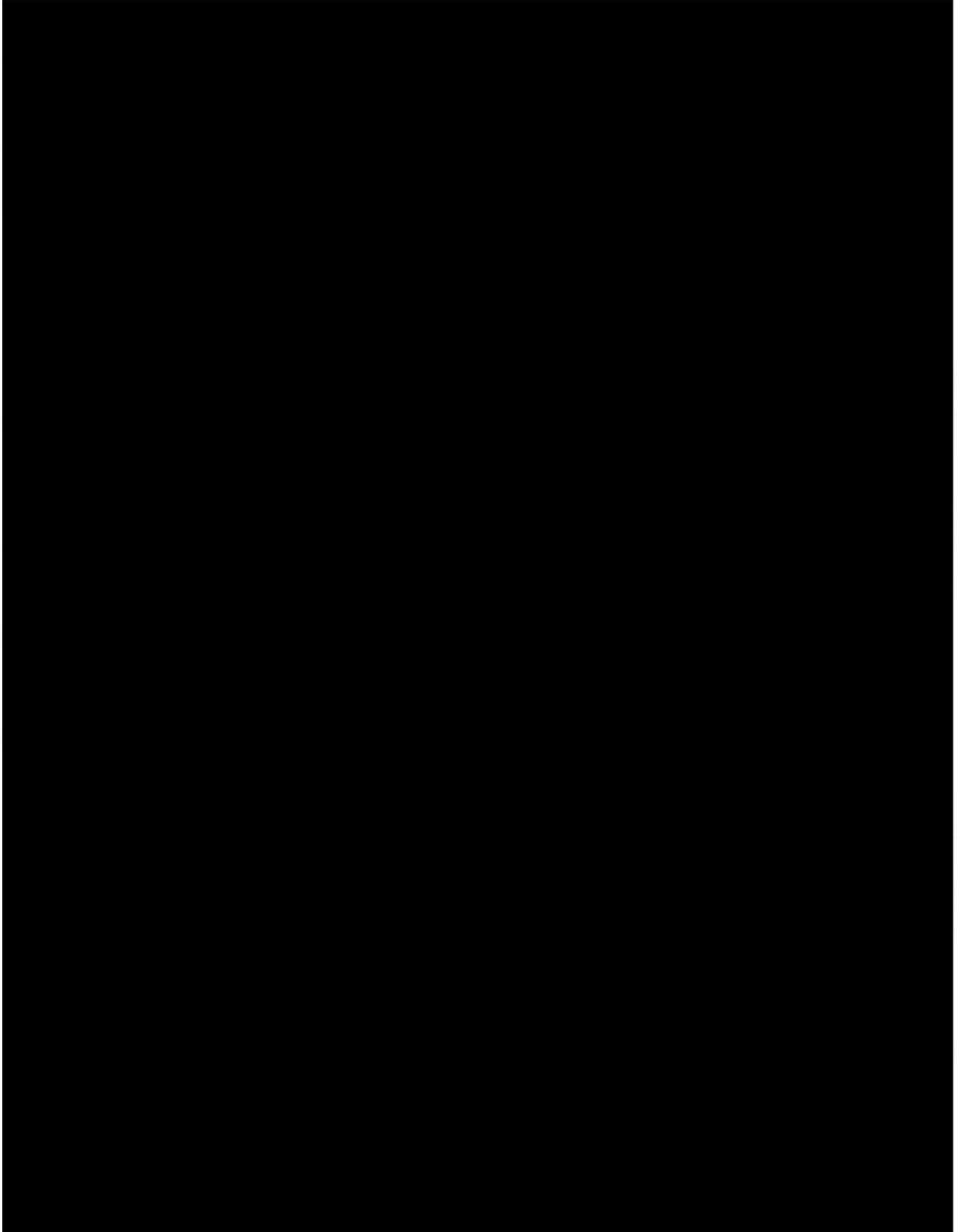
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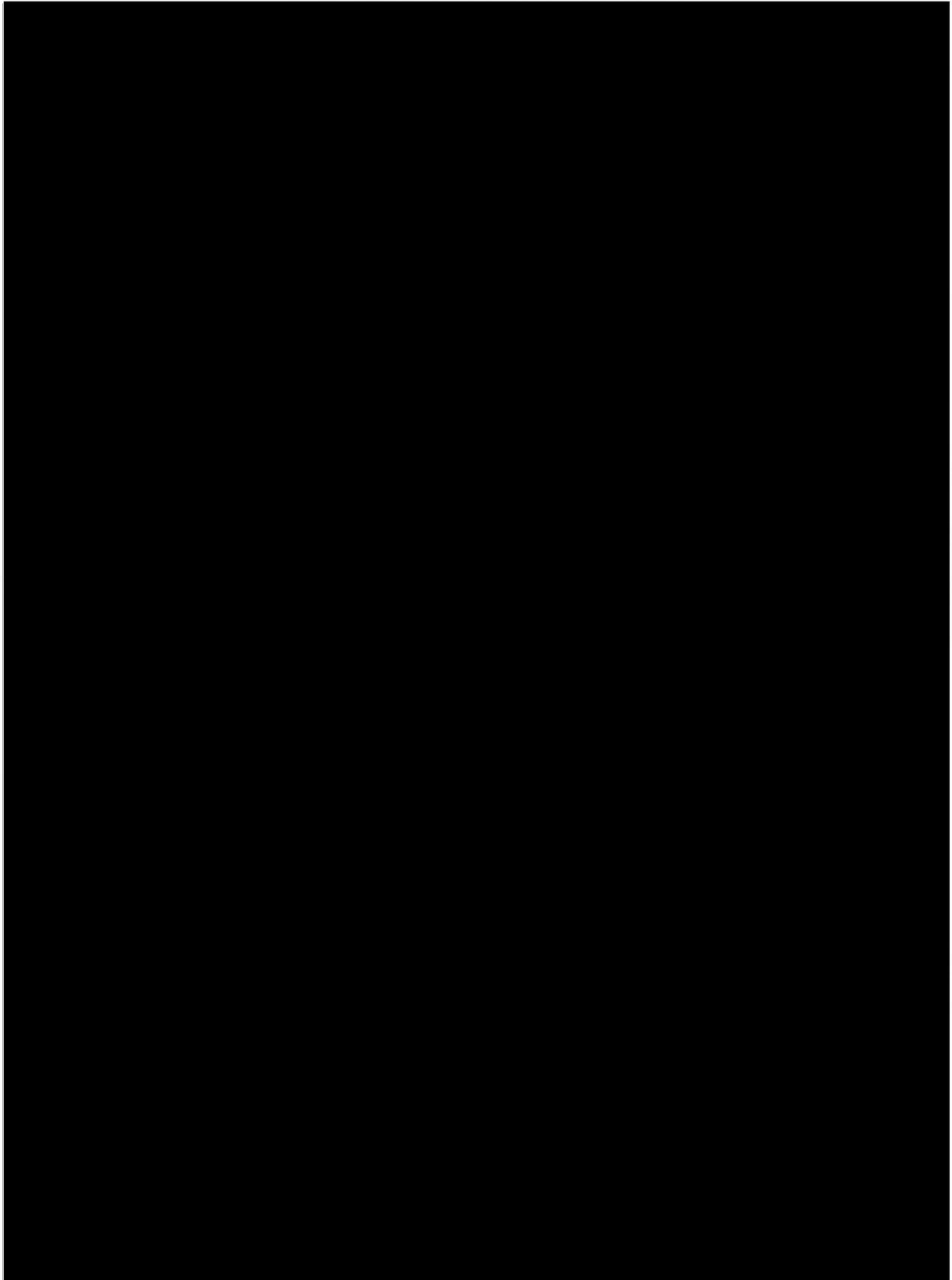
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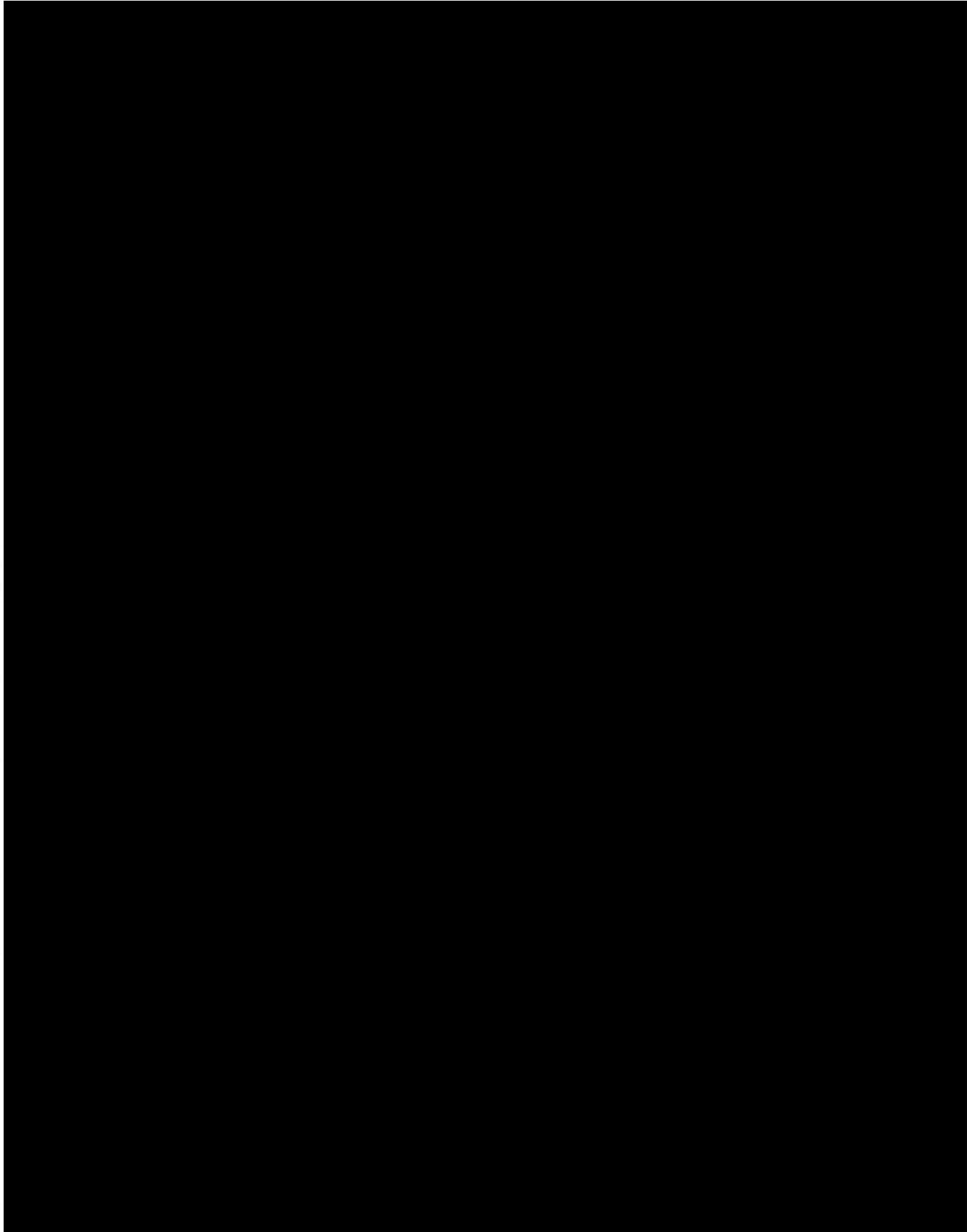


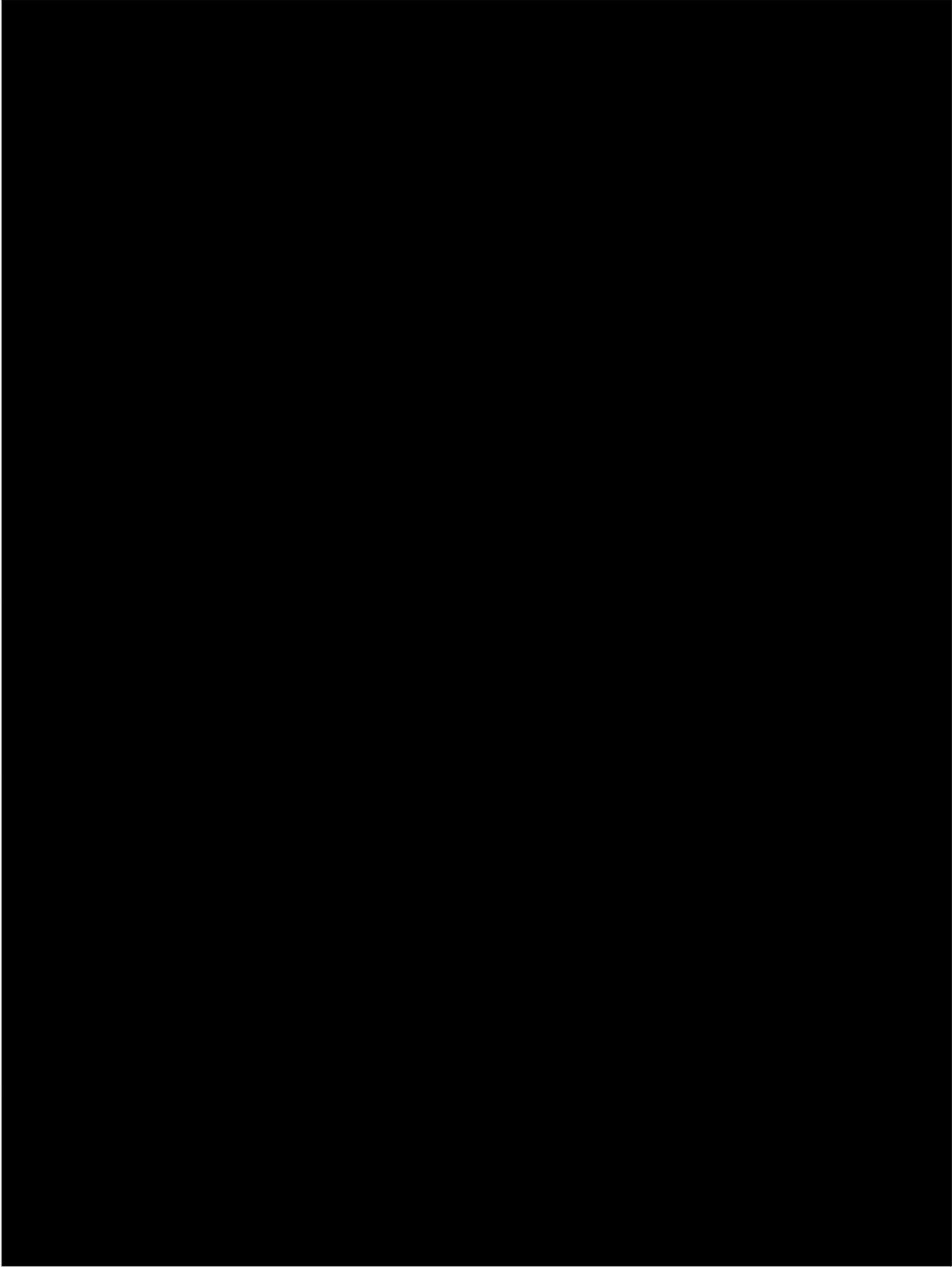


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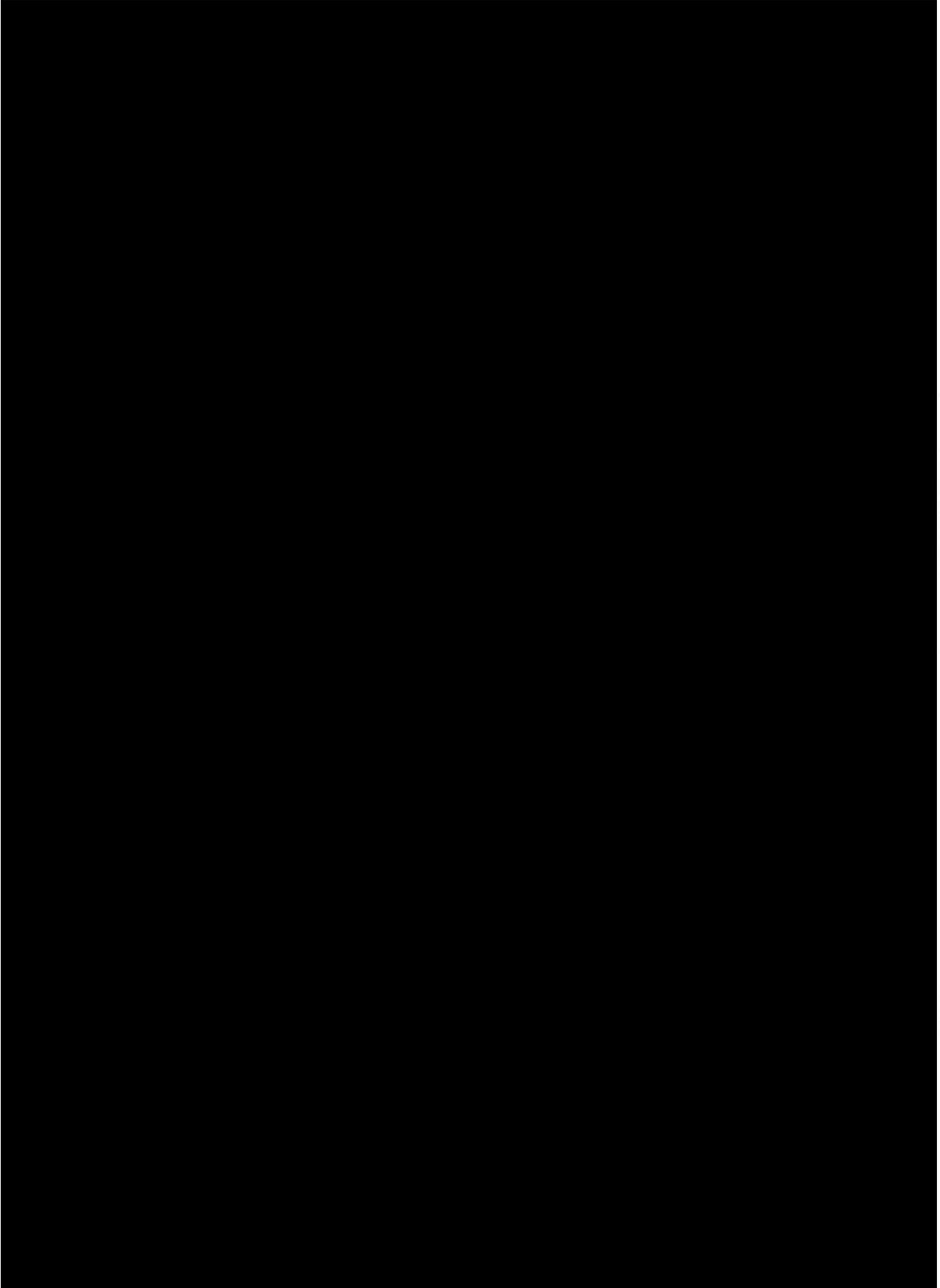


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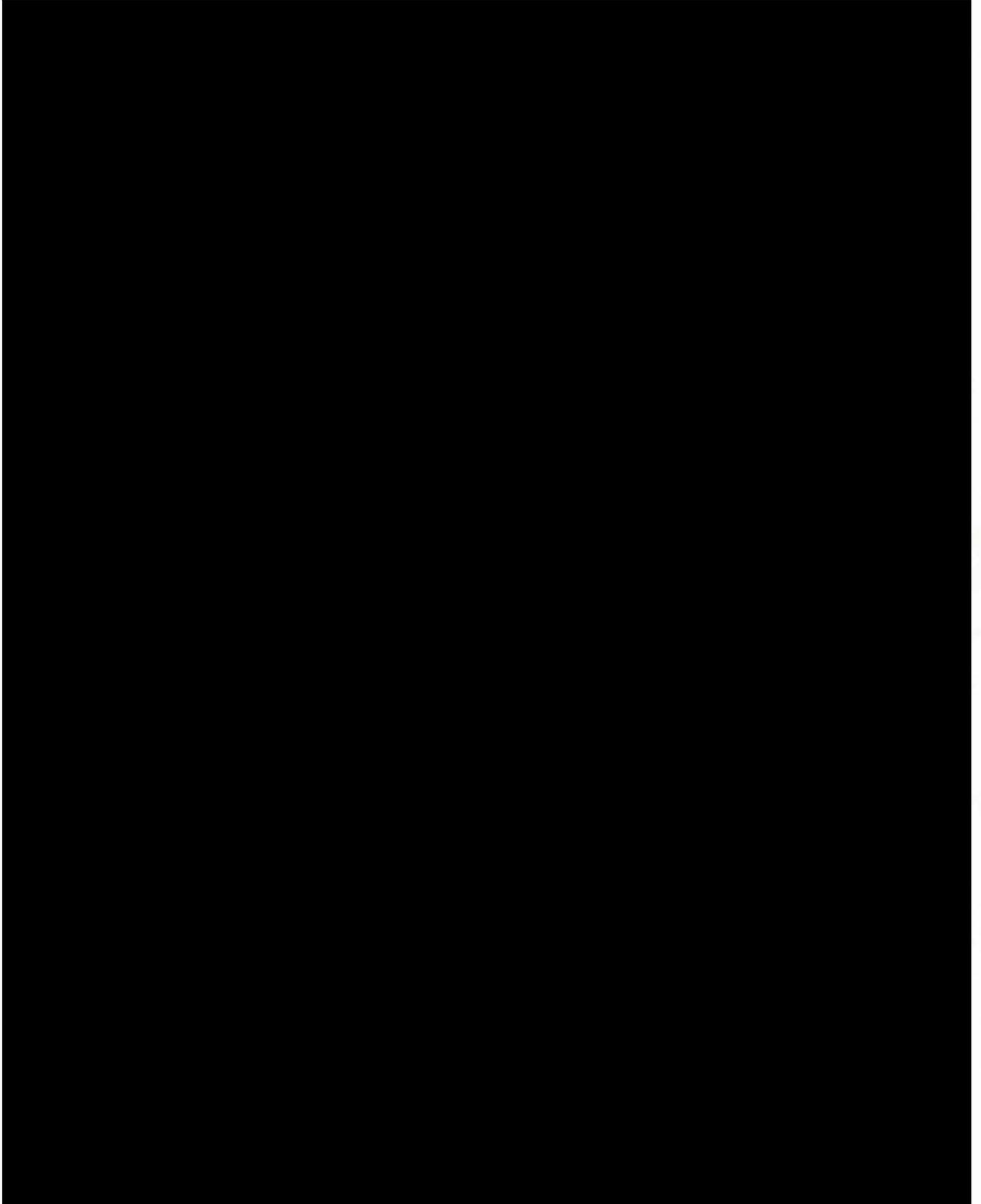




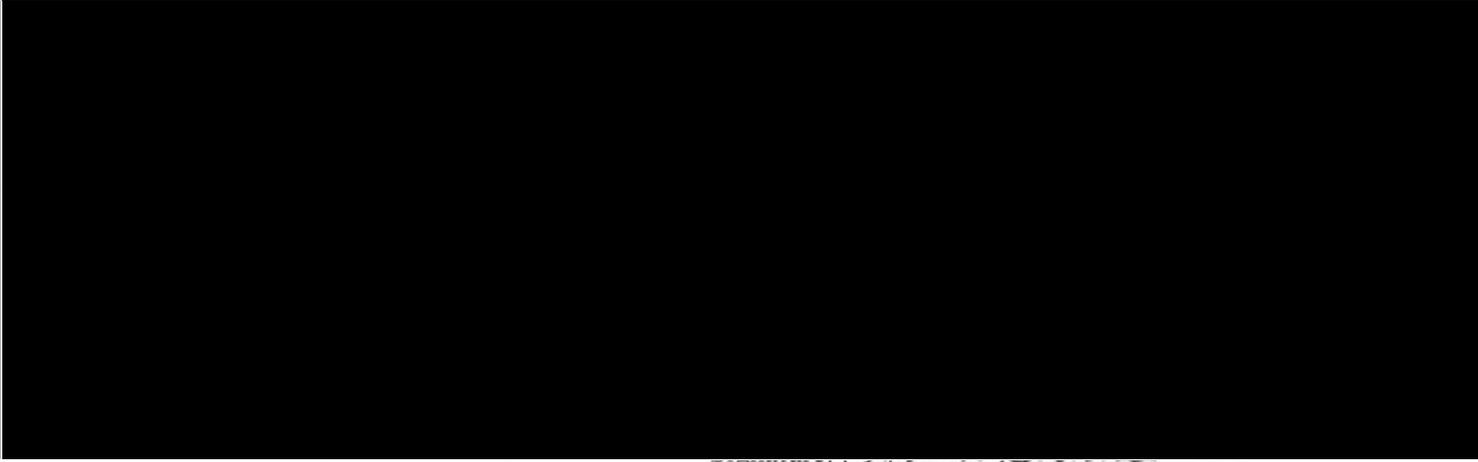
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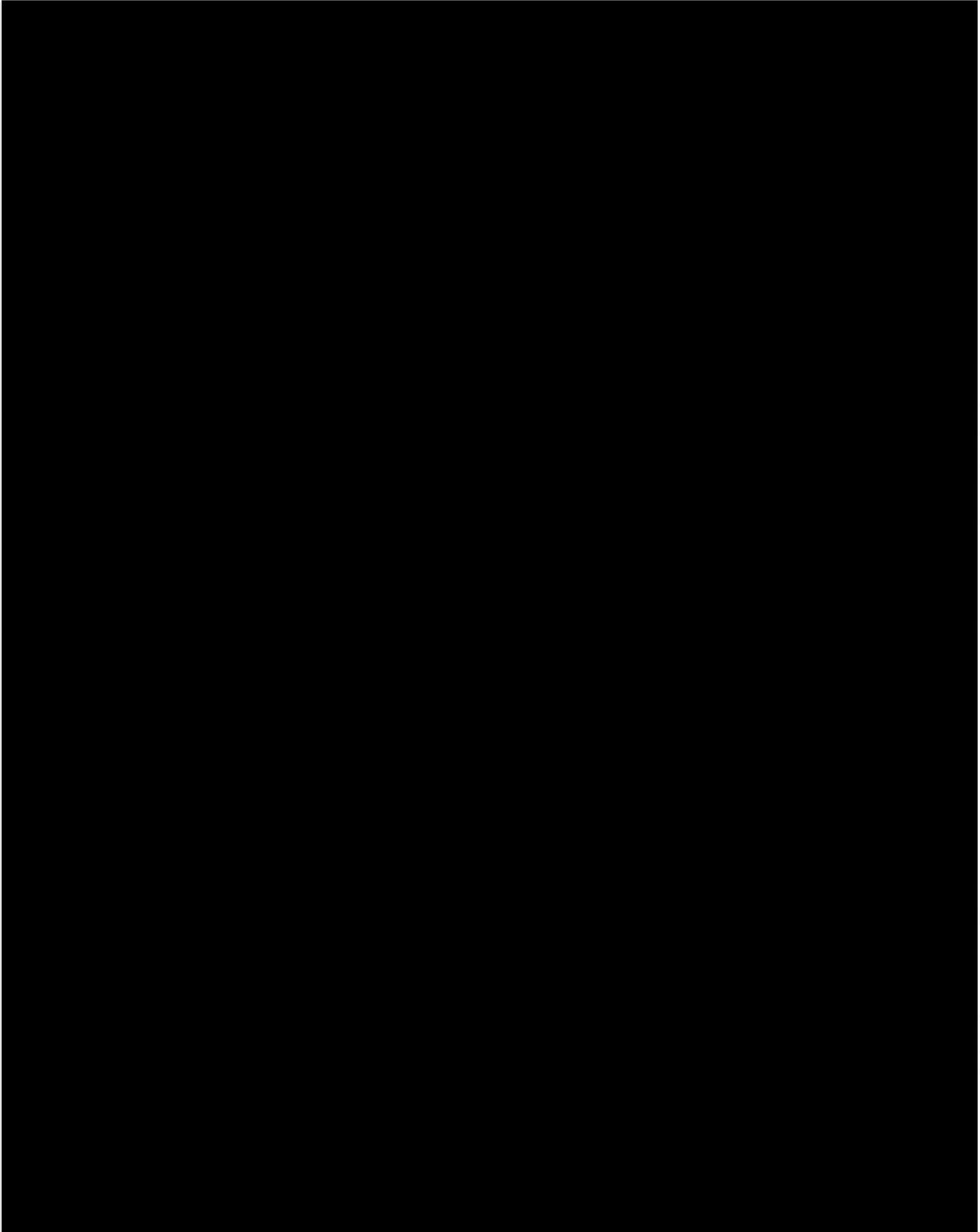
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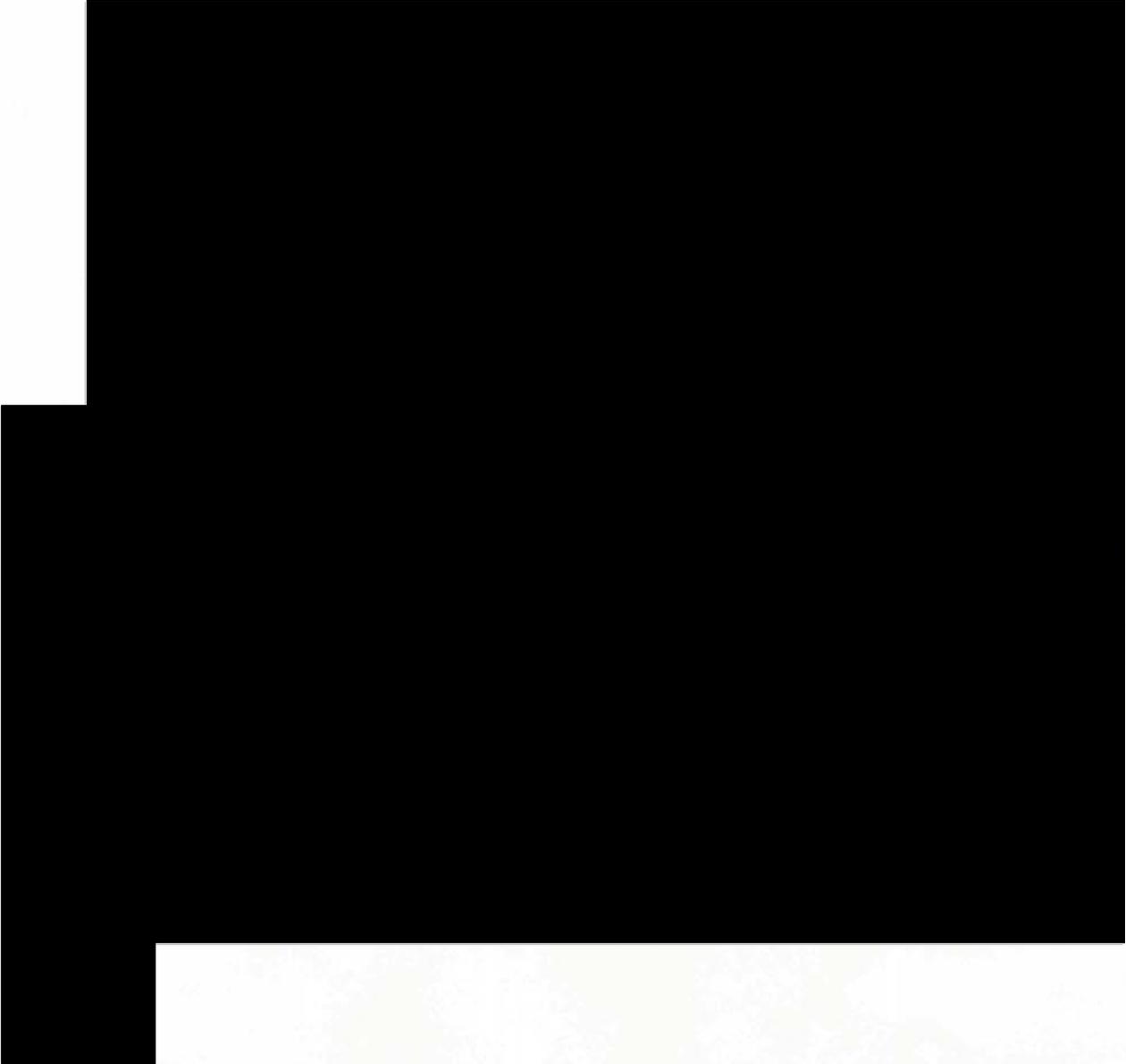






Schedule 1





**Audited Financial Statement
Pro Forma Statement**

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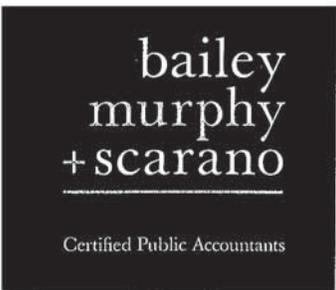
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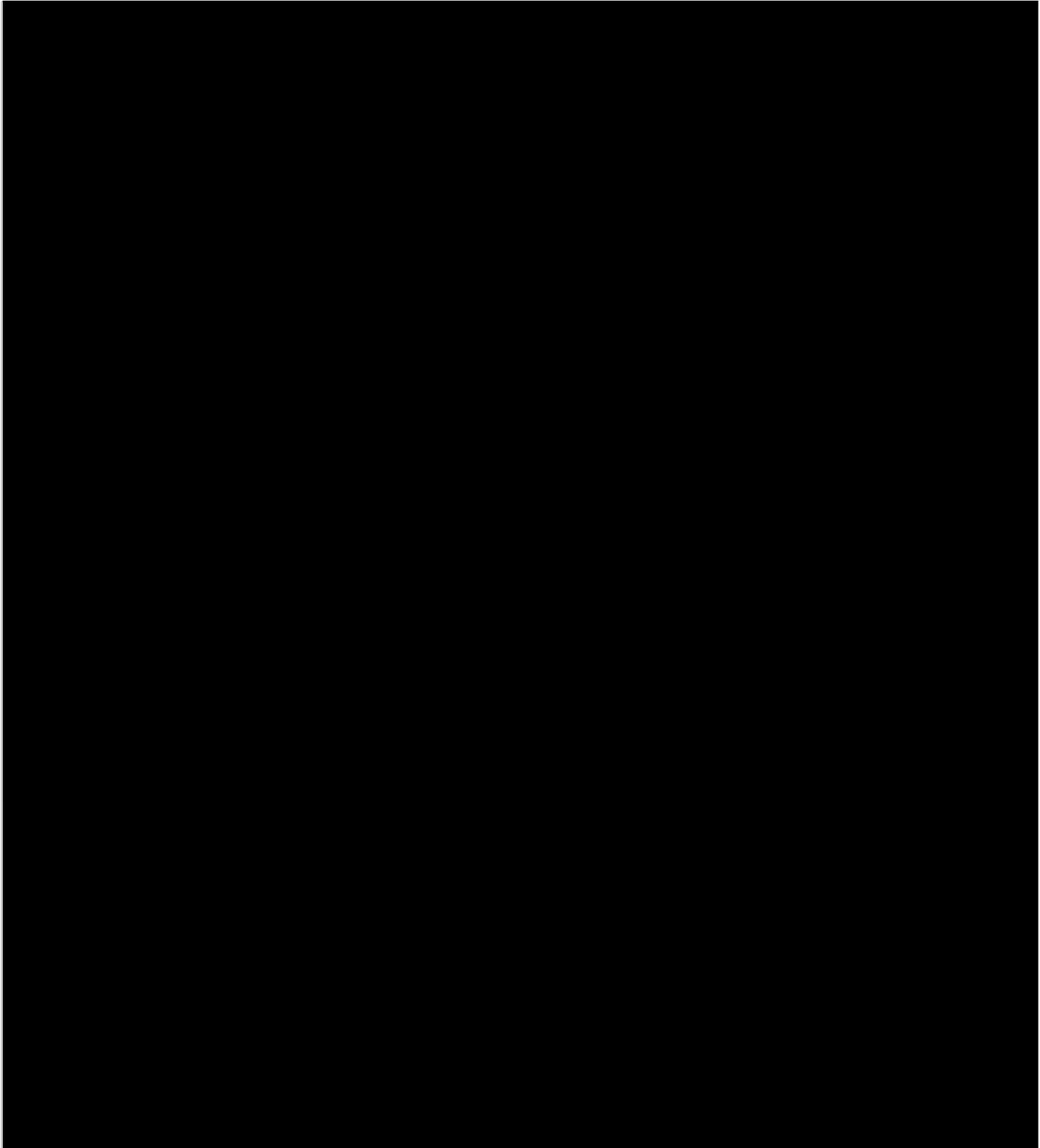
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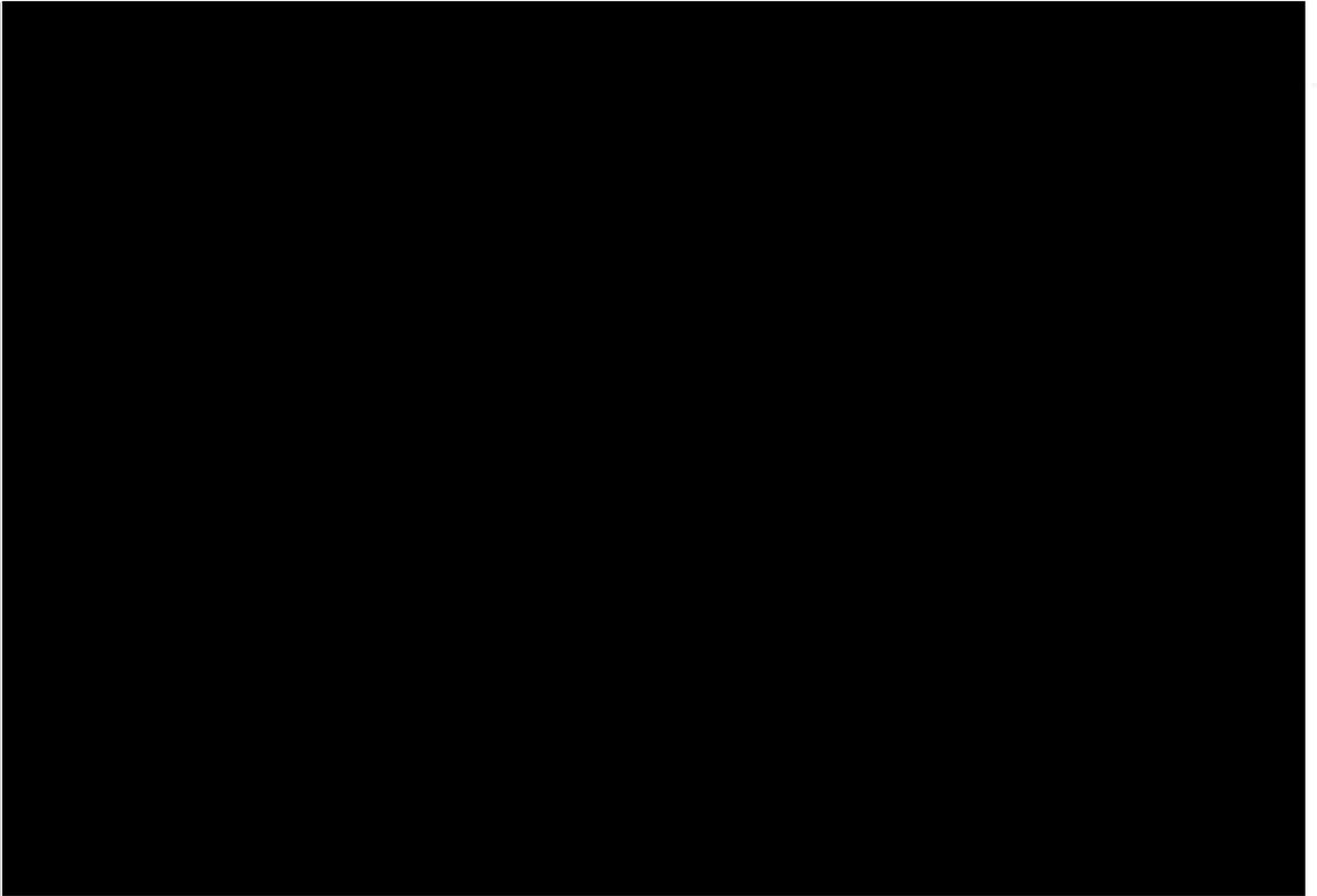
Michael J. Schaefer, CPA
Alan P. Bailey, CPA





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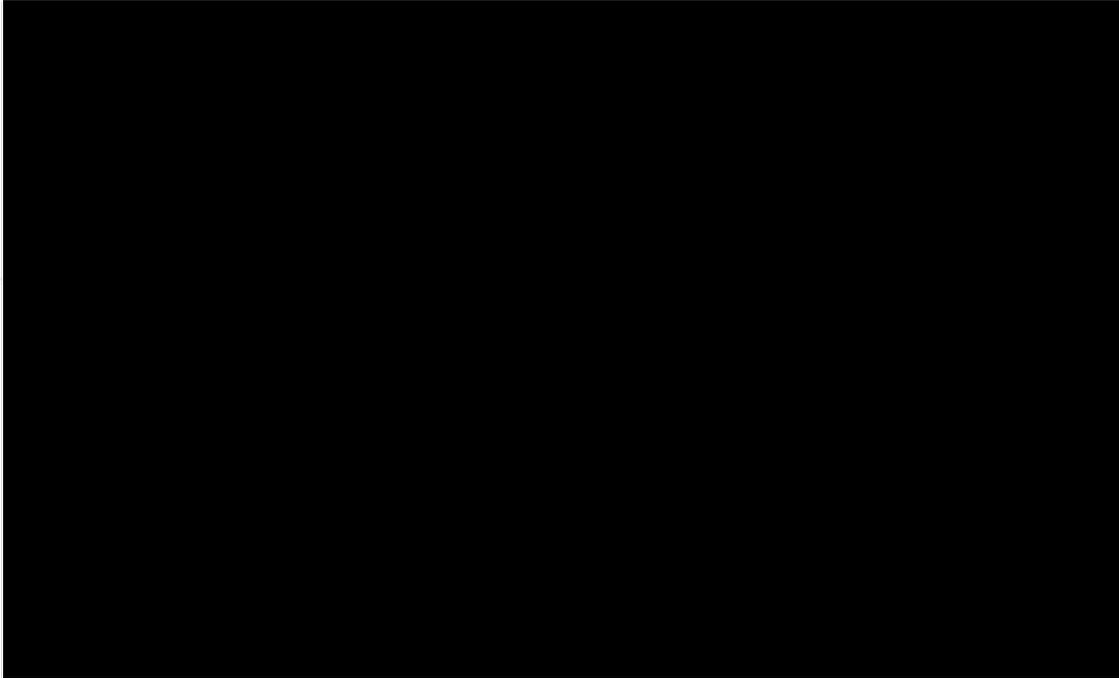
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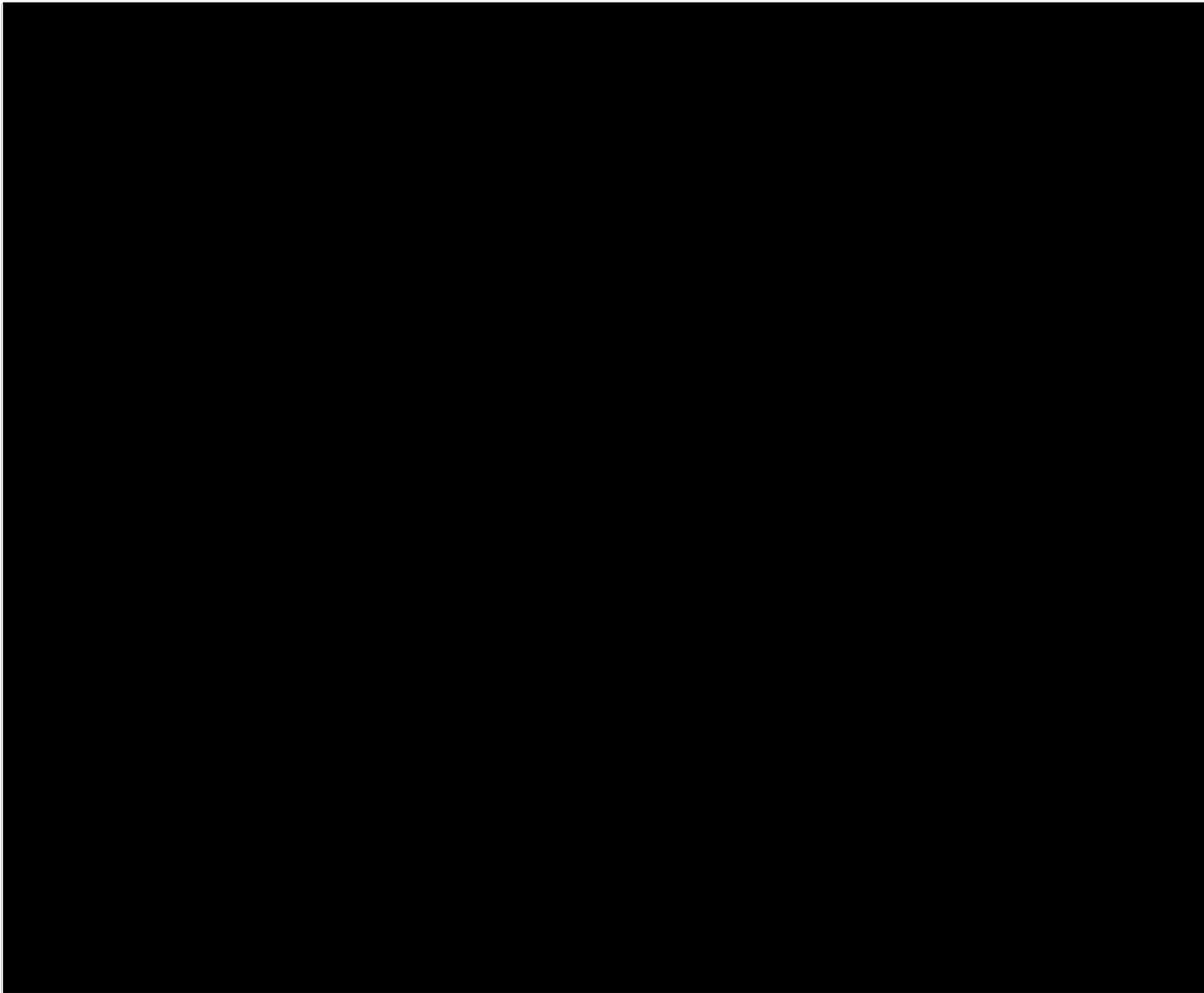
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STATEMENT OF OPERATIONS AND MEMBERS' EQUITY
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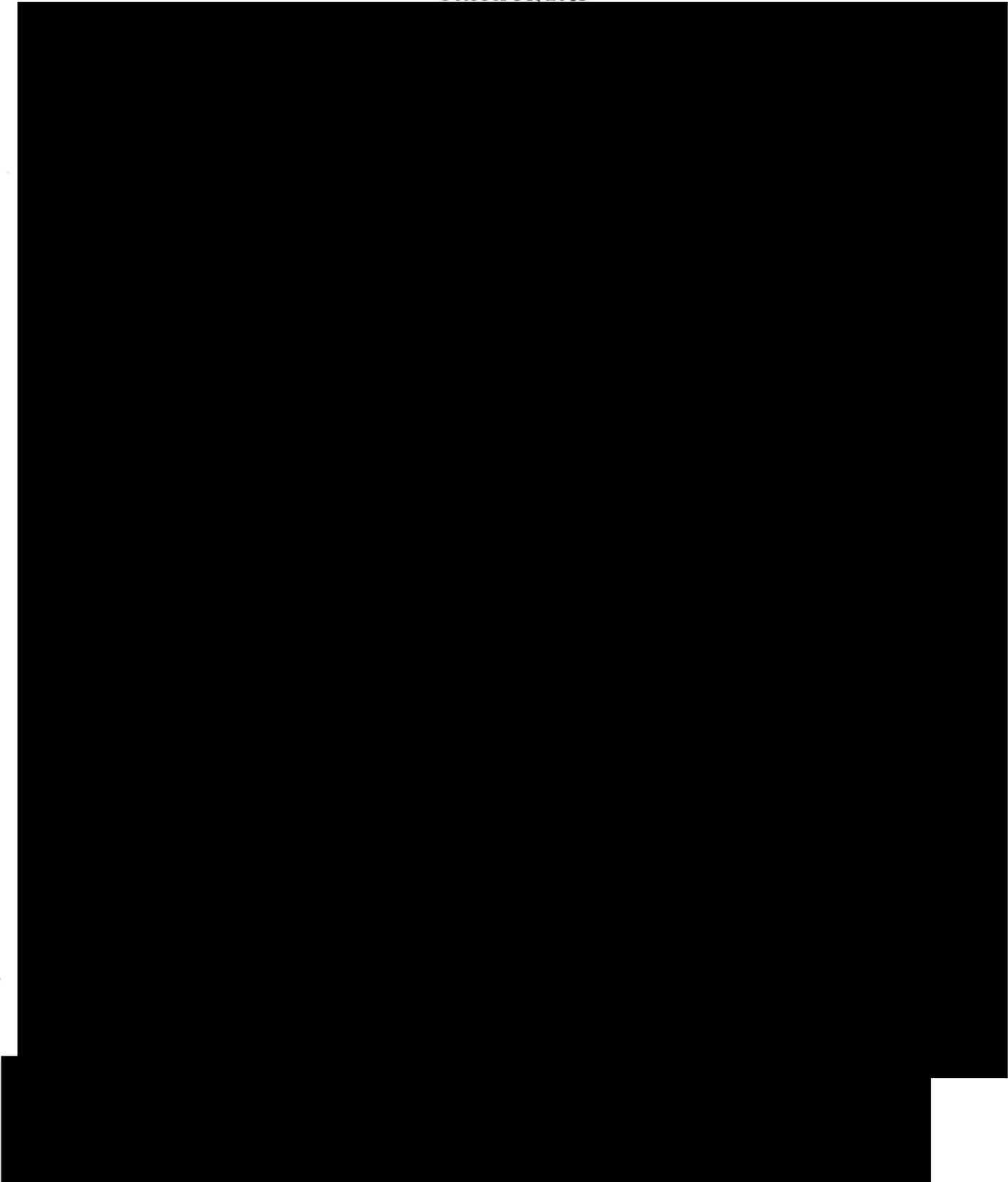


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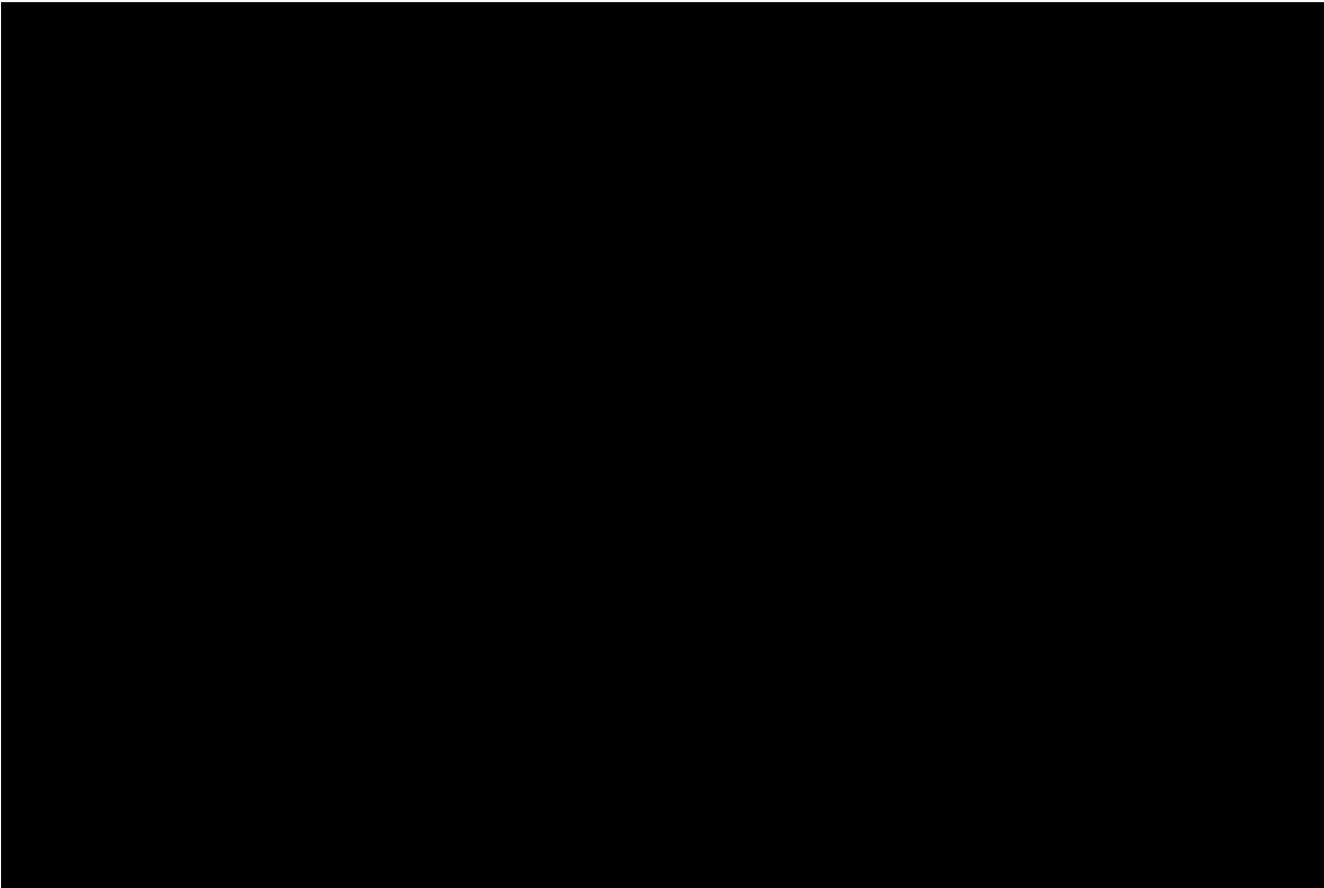
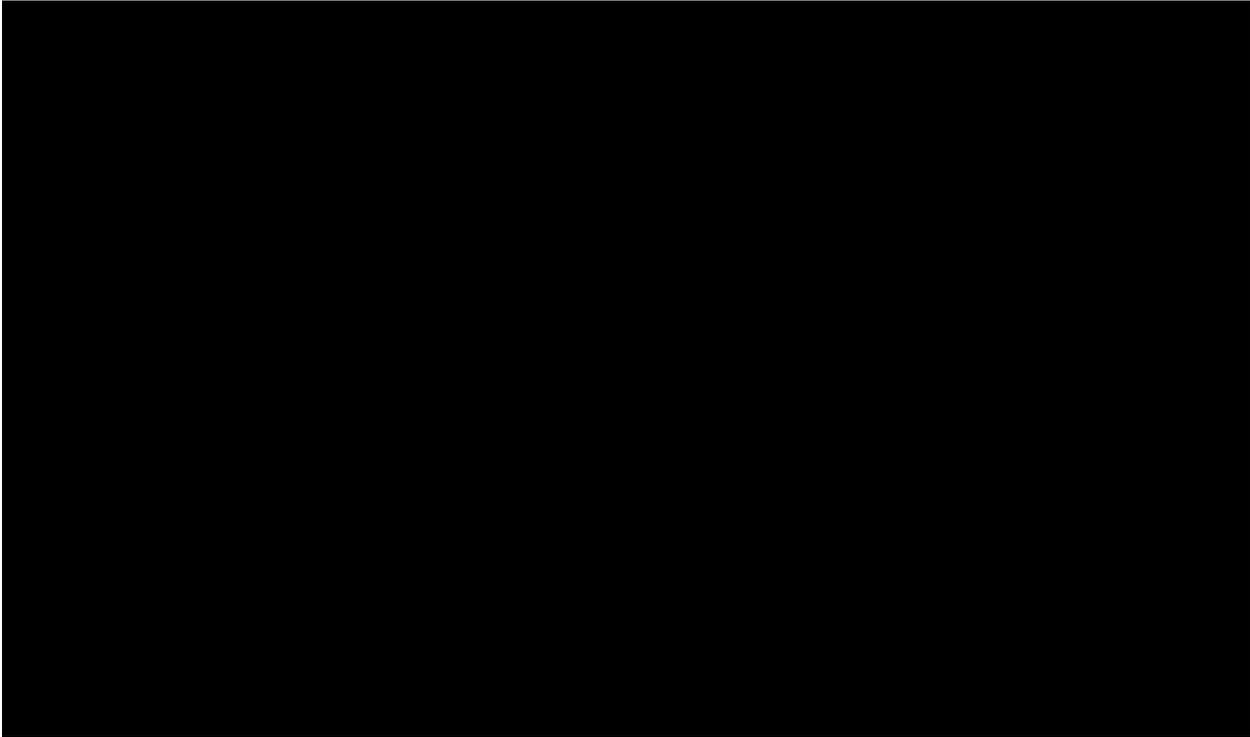
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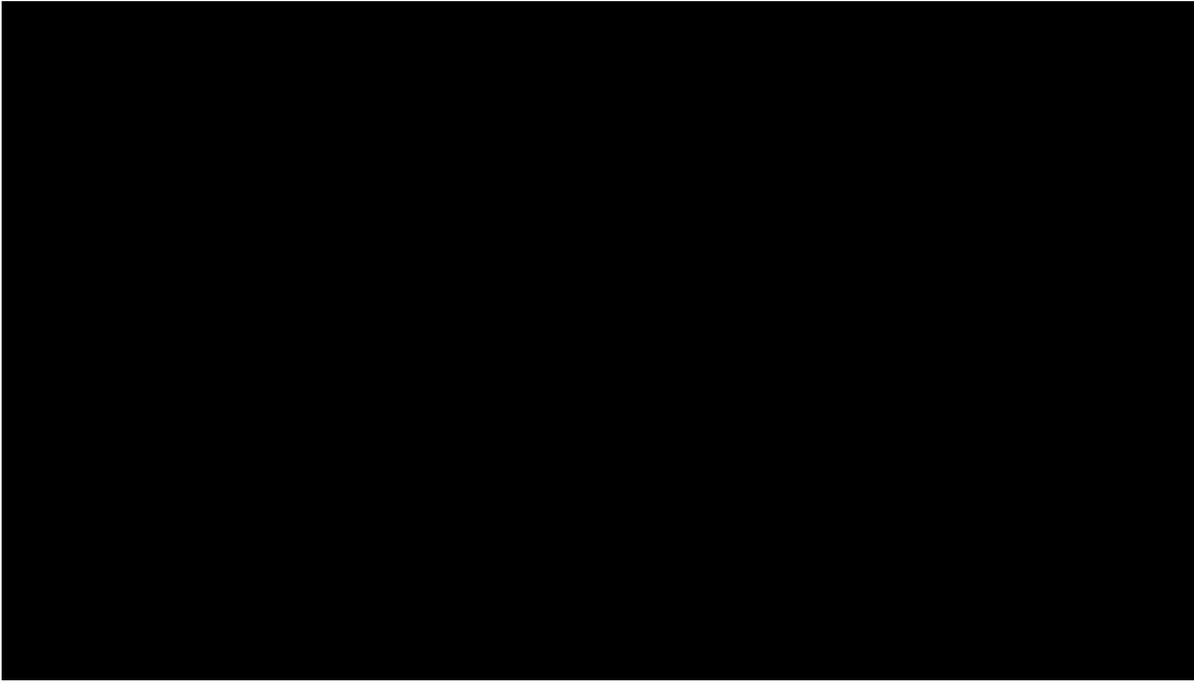


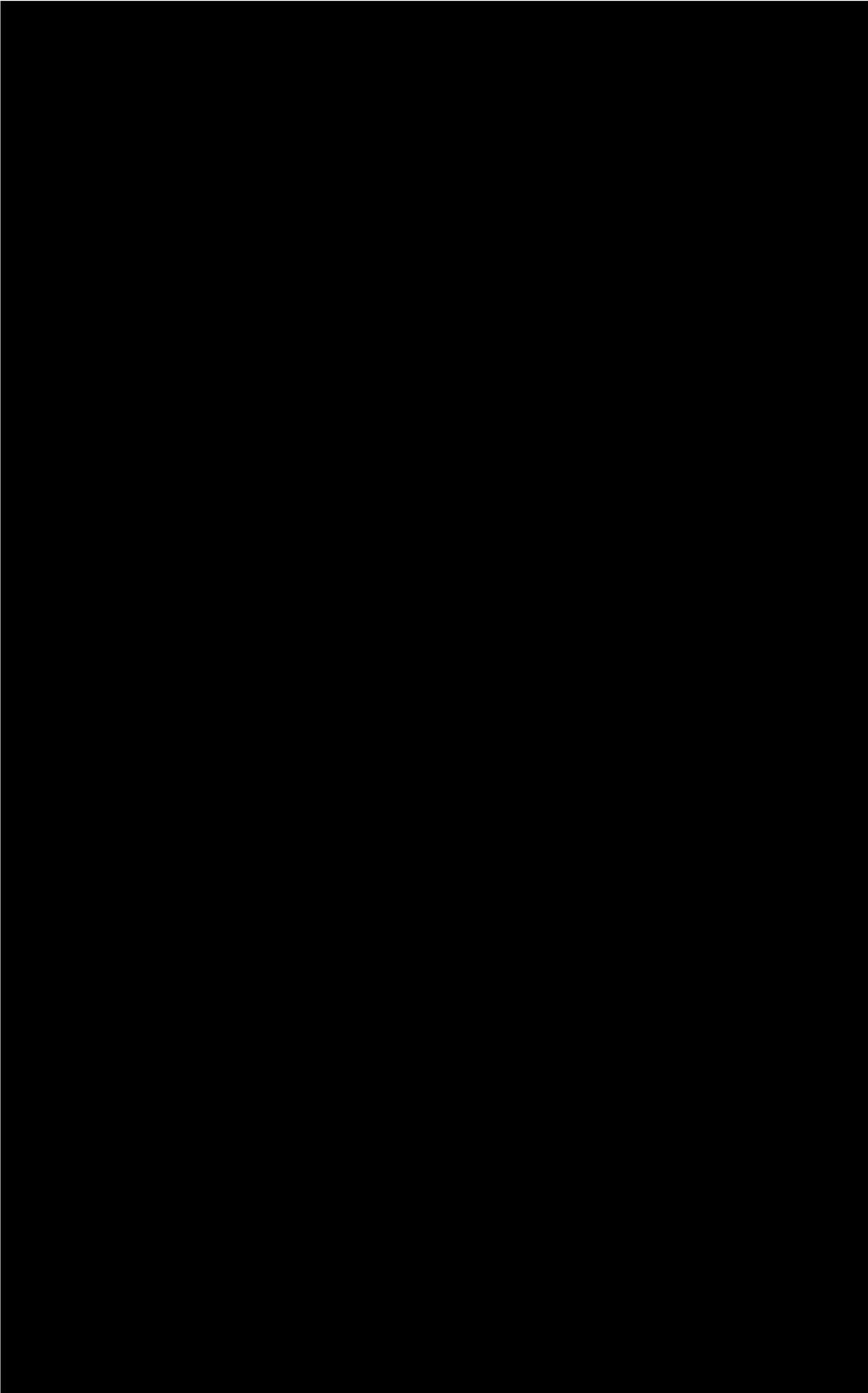


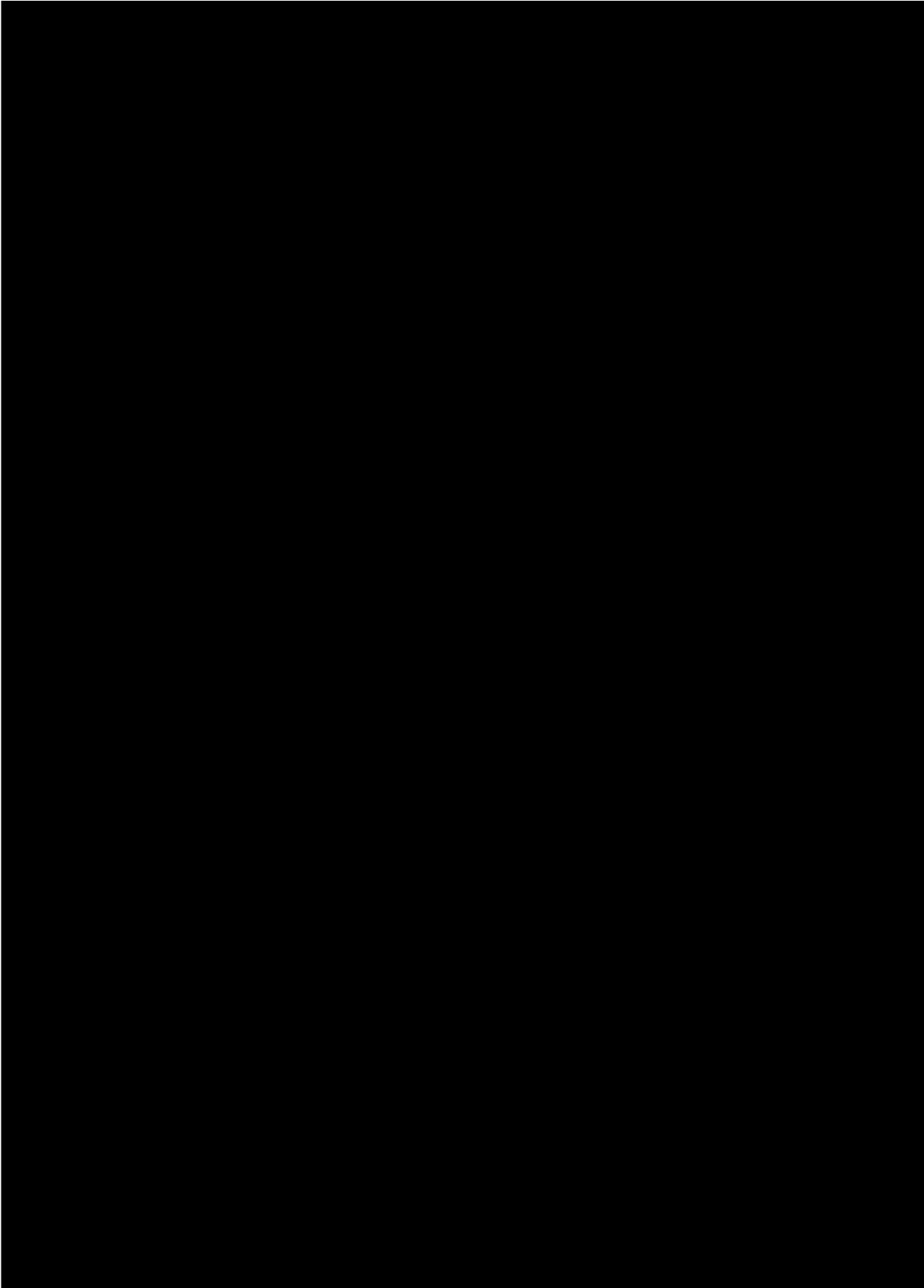
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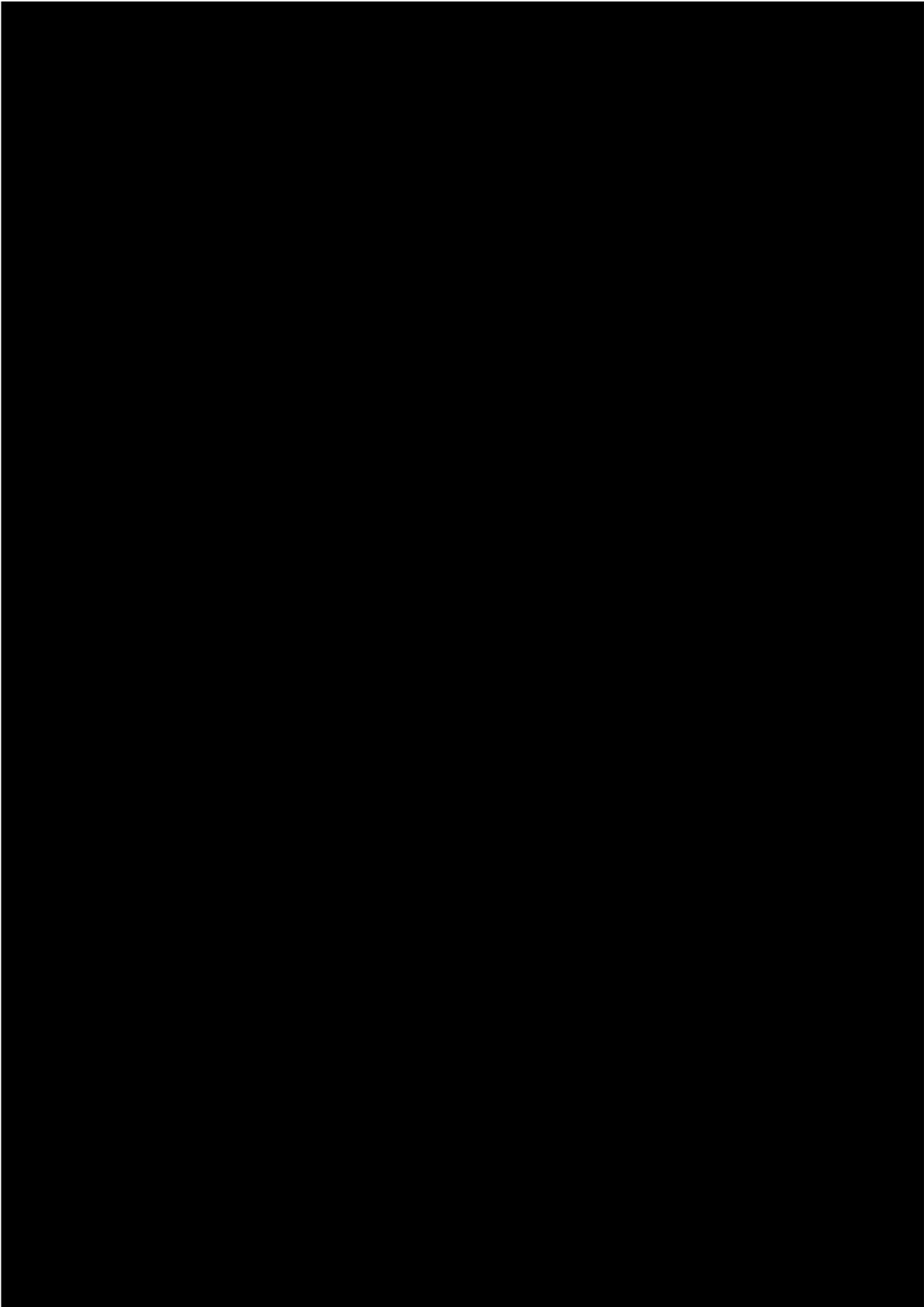




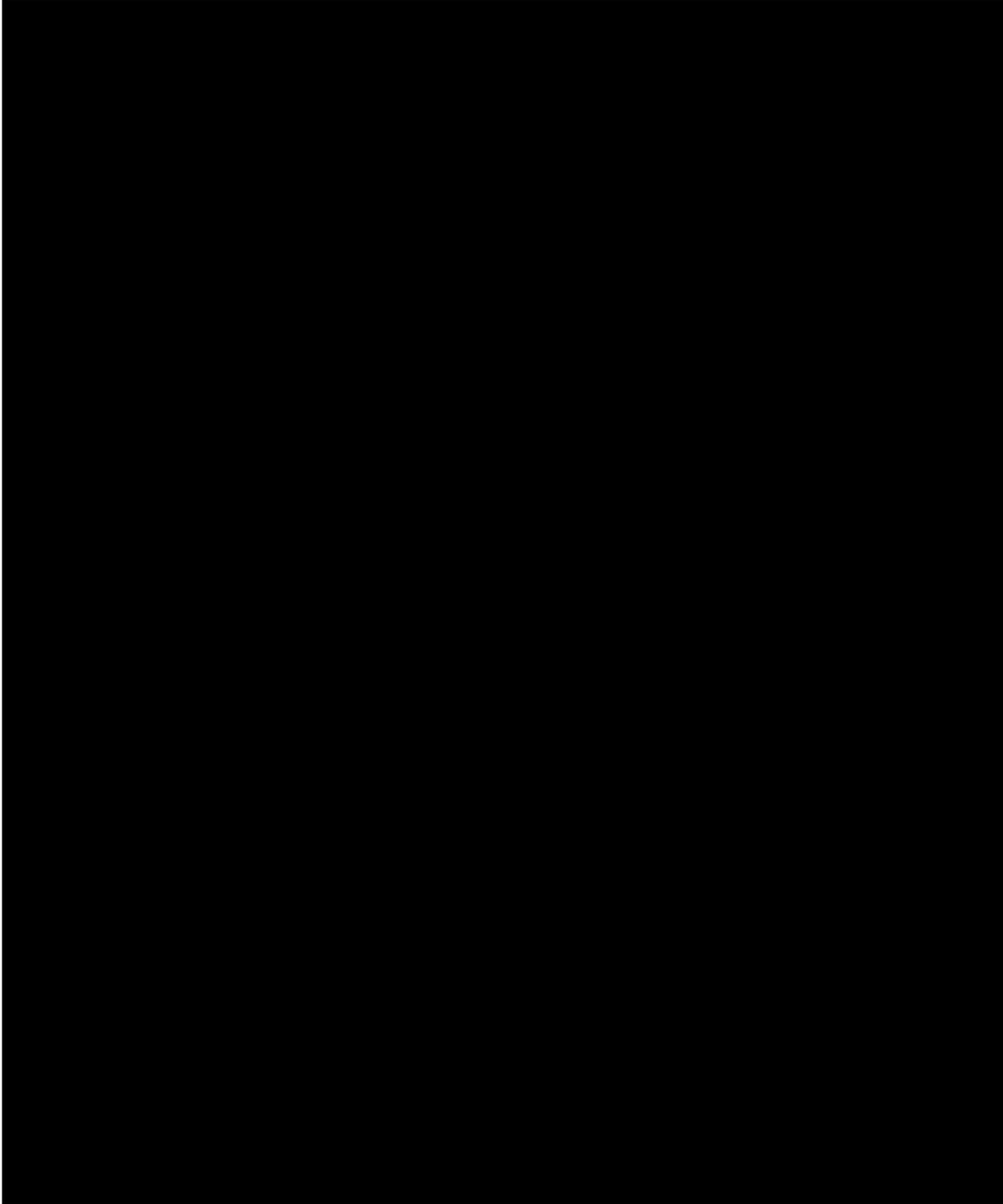


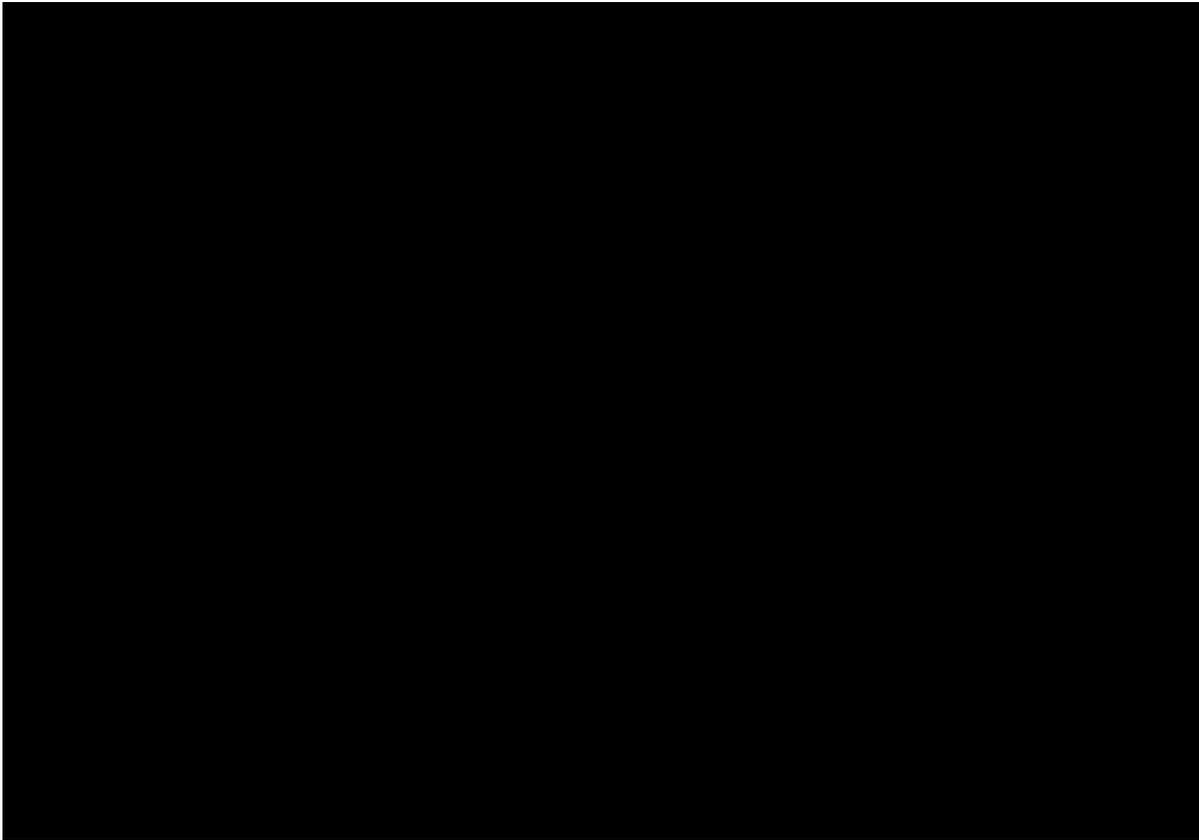


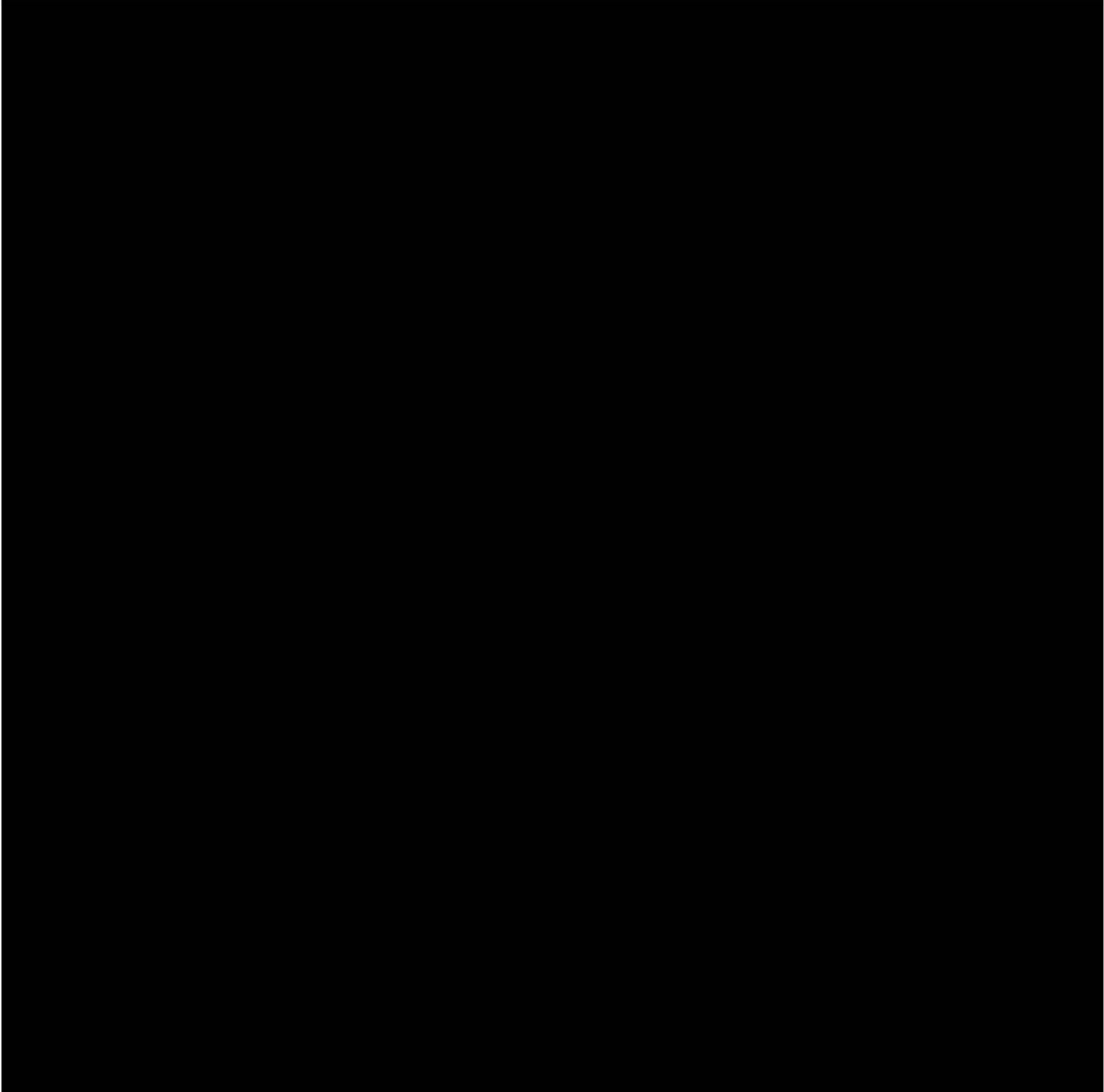
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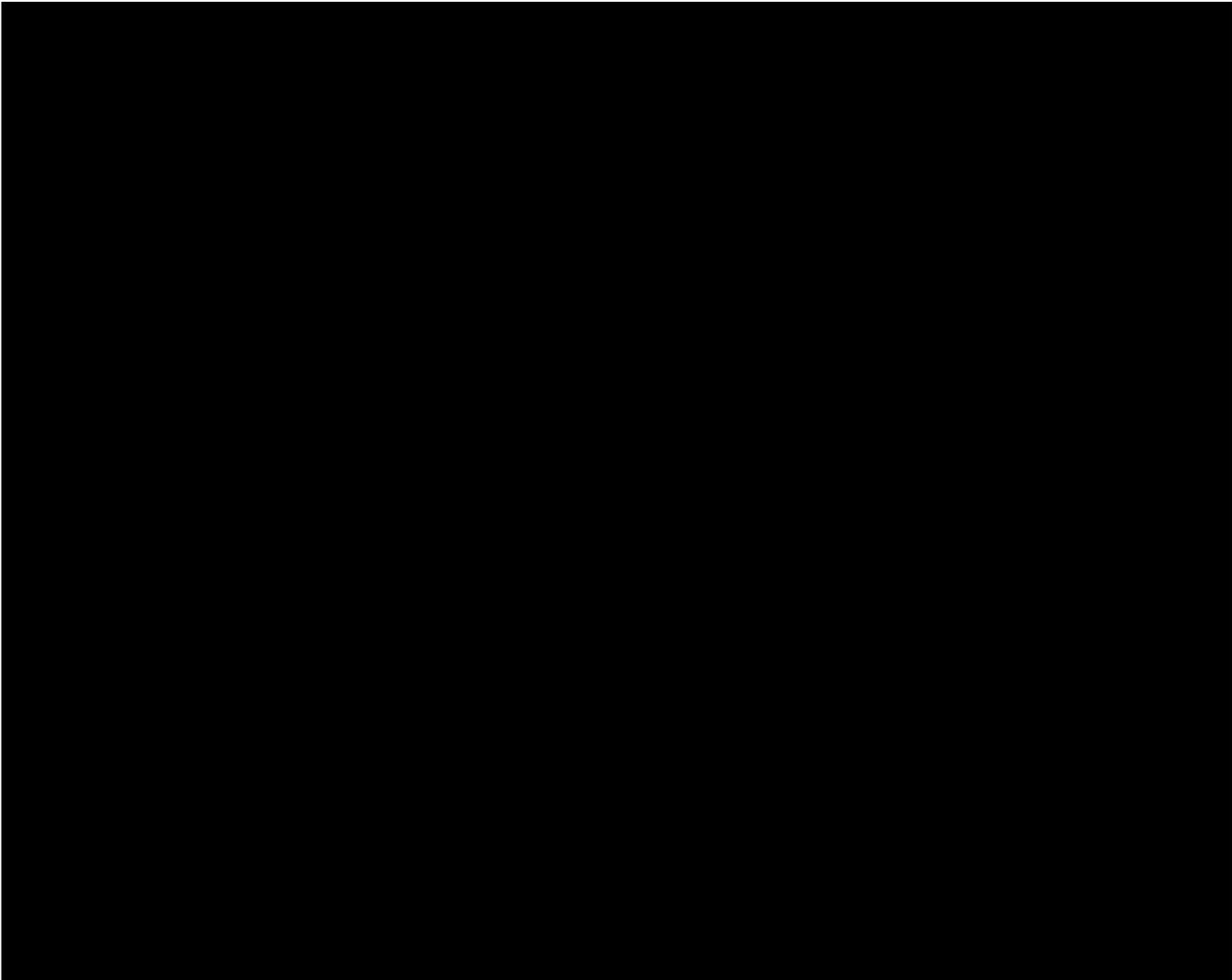


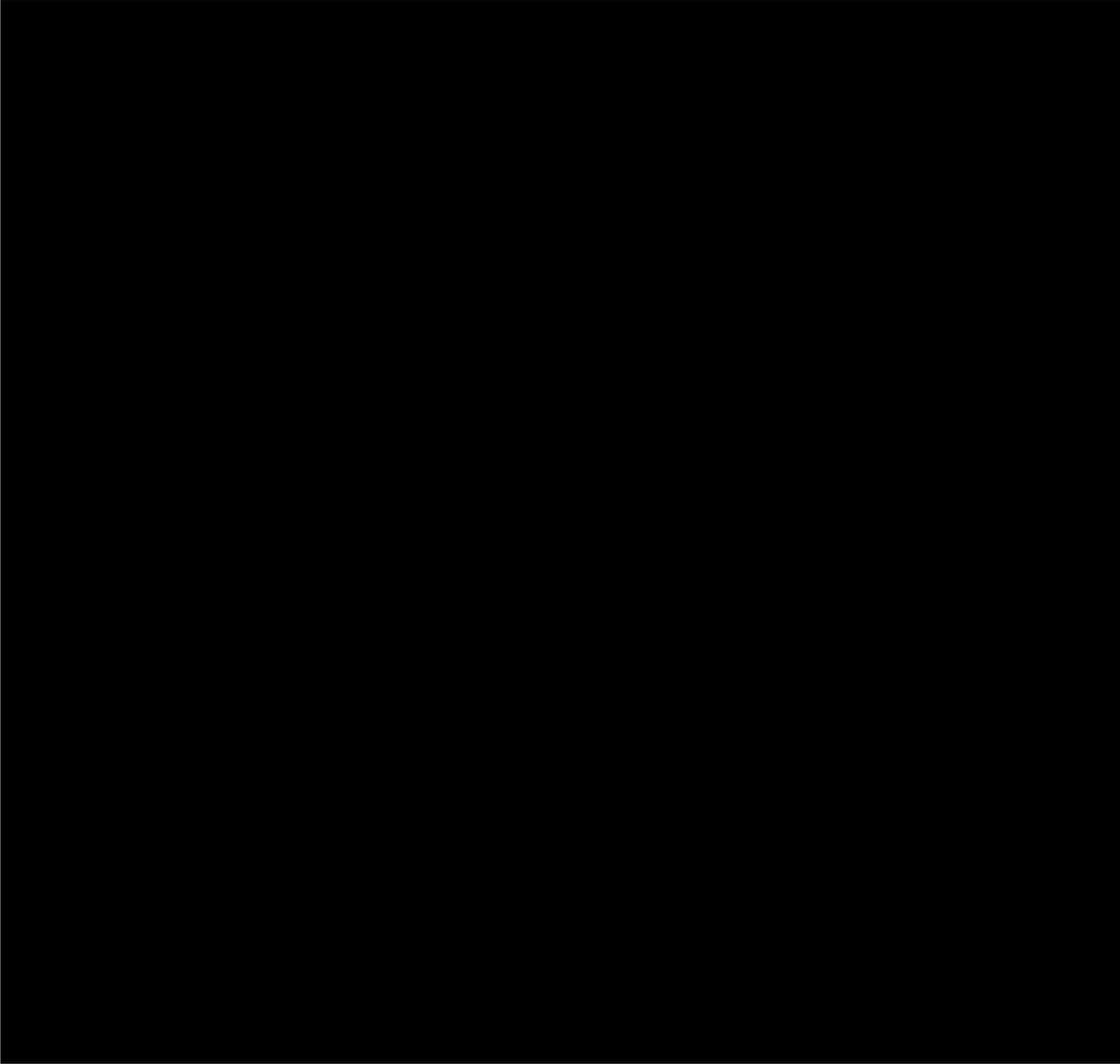
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Applicant Tax Returns

Appendix E.6

Applicant tax returns submitted but not subject to
FOI request

Agricultural and Production Experience

Appendix F.

F. Agricultural and Production Experience

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F. Agricultural and Production Experience

1. Introduction

Responsible product formulations derived of commercial scale, medical-grade marijuana requires intelligent design from the outset. With a unique experience and insight into organic cannabis cultivation, natural products, ethnopharmacology and human physiological function, C-THREE's production team offers a sustainable, efficient, safe, and effective product development protocol.

C-Three has retained the services of a diverse group of professionals with significant agricultural and production experience, each intensely dedicated to C-THREE's mission. Briefly, highlights include:

- A uniquely experienced product development team that is poised to ensure that all medicine is pure, and that all products are dosed accurately, profiled and labeled clearly, and manufactured to exacting standards. This team includes leading cannabinoid and terpene scientists, **Dr. Jeff C. Raber, Ph.D** and noted cannabis research scientist **Sytze Elzinga**, formerly in charge of quality control for all pharmaceutical marijuana entering the Dutch market under contract with the Dutch government. Dr. Raber and Mr. Elzinga have developed and consulted for successful, precisely dosed marijuana products on a commercial scale in the United States and abroad, including cannabis oral products, mechanical products, baked goods, capsules, smoothies, drinks, topical ointments, tinctures, chocolate bars, and even ice cream. Additionally, Dr. Raber and Mr. Elzinga have set the standard in the cannabinoid and cannabis terpene testing market, and are best positioned to meet changing patient demands; they carry extensive experience working with and purifying cannabinoids and, *critically*, analyzing and working with 37 cannabis terpenes – responsive patient care requires a detailed understanding and analysis of terpenes, which modulate and modify cannabinoids like THC and CBD
- As a redundancy to the independent labs, and upon securing approval, an in-house laboratory screening for contaminants and to perform cannabinoid and terpene analysis. The lab will be managed by Dr. Jeff Raber Ph.D and Sytze Elzinga - two leading cannabinoid researchers that have set the standard in medical cannabis screening and profiling, and who have been invited to lecture and present their findings at cannabinoid and terpene conferences in the US, China, the Czech Republic and Germany, including Dr. Raber's seminal presentation on the chemical identification of cannabis varieties at the International Association of Cannabinoid Medicine meeting in Cologne. This expertise is critical to ensuring purity, that the strains are what they purport to be, and that all brands are within the allowed variance under the Regulations.
- C-THREE enters the market with fully developed and reliable organic cultivation practices as implemented by Phyto Management, 1 of 6 companies

[1]

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that has secured approval to cultivate medical cannabis in Washington D.C. from the Department of Health in the District – a highly competitive and tightly regulated market. Partnering with Phyto mitigates the possibility that other licensed Cultivation Centers will underperform, leaving the remaining businesses to compensate for any resulting shortfall in supply, or an underserved patient population.

- Safety, security, and strict compliance is critical to successful production. To that end, C-THREE has partnered with Matt D. Cook, author of the Colorado Marijuana Regulatory Scheme and former Senior Director of Enforcement, Colorado Department of Revenue. Mr. Cook has defined medical marijuana compliance for Colorado and the nation, and has been instrumental in the planning and development of the C-THREE organization and its security and compliance measures.
- C-THREE’s cultivation methods all natural (soil), organic, and provides consistently impressive yields. An ideal partner, Phyto employs only organic, sustainable, soil-grown cultivation practices as opposed to hydroponics – a cheaper, more common process in commercial facilities that is less labor-intensive. C-THREE will not tolerate shortcuts nor rely on hydroponics, which will work to differentiate the C-THREE product line – a benefit to qualified patients that demand naturally grown medical cannabis.
- C-THREE has access to a variety of exclusive cultivars (genetics). Selected and propagated for their specific genetic expressions and therapeutic effects, these cultivars offer consistent yields that consistently alleviate the qualifying conditions.
- C-THREE’s eco-friendly facility has been designed specifically to maximize the output of indoor plants, while minimizing the impact on the environment and surrounding community. Additionally the facility has been designed to meet or exceed any forthcoming FDA regulations, incorporates cleanroom elements, and adheres to the relevant cGMP.

C-THREE Production Led by Experienced Cannabis Horticulturalists and Leading Cannabinoid Scientists

C-THREE’s **mission** is to provide consistently pure, medical-grade marijuana and consistently dosed medical marijuana infused products (MIP’s), designed specifically for patient needs, in strict Compliance with the Connecticut Medical Marijuana Program as codified at Connecticut General Statutes, sections 21a-408 *et sequens*. Our success in fulfilling our vision is measured by dispensary and patient satisfaction, team member excellence and happiness, improvement in the state of the environment, return on capital investment, and community support..

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To execute on its mission, and after vetting various top industry candidates, C-THREE has reached agreements with: (1) Werc Labs LLC, a group comprised of renowned cannabinoid scientists and experienced marijuana product designers engaged to oversee and implement the production of marijuana products to exacting standards, and (2) Warnish LLC d/b/a Phyto Management (“Phyto”) to cultivate superior quality, naturally grown, medical-grade marijuana. Additionally, Matt Cook, author of the Colorado Marijuana Regulatory Scheme and former Senior Director of Enforcement, Colorado Department of Revenue, has been hired as Chief Security and Compliance Consultant. In faithfully executing his office, Mr. Cook oversaw 220 full time employees and a \$54 million dollar budget.

2. Werc Labs, LLC: Marijuana Products by Leading Cannabinoid Scientists

C-THREE shares DCP’s commitment to a healthy Connecticut. Accordingly, after vetting several candidates, C-THREE has partnered with the product development team most capable of meeting patient needs on an ongoing basis: Werc Labs.¹

Ensuring patient safety begins with understanding the nature of the plant, and the scientifically appropriate methods of characterizing products derived from the plant. From this knowledge base, products can be produced accurately, consistently, and with the correct mix of 37 different terpenes and cannabinoid weight ratios. This foundation begins with a strong analytical testing protocol, which our team possesses and excels with arguably more so than any other laboratory operating within cannabis in the United States today.

Werc scientists have successfully developed or co-developed marijuana products including brownies, cookies, cakes, breads, capsules, smoothies, drinks, topical ointments, tinctures, hard candies, chocolate bars, and even ice cream. Werc is also known for operating the most advanced cannabinoid and, critically, terpene laboratory serving the medical cannabis market in the United States. Werc is second to none in efficacy, consistency, and quality control (QC).

Additionally, Werc is best positioned to develop new products with C-THREE as they, uniquely, continue to uncover how 37 different terpenes interact and treat qualifying conditions – while helpful, merely scrutinizing the weight component of a few cannabinoids (e.g. THC and CBD) is insufficient and leads to different patient outcomes.

Dr. Jeffrey C. Raber, PhD

¹ Werc Labs LLC is an entity created by The Werc Shop LLC for the purposes of operating in Connecticut under the C-THREE license

Werc was founded by Dr. Jeffrey C. Raber, Ph.D. in Chemistry from the University of Southern California with a focus on developing new synthetic organic methodologies. Dr. Raber studied plant phylogenetics of the RuBisCO enzyme while at Lebanon Valley College, and was named to the USA Today 1997 All-USA College Academic Team for his research accomplishments in this area. Dr. Raber completed his degree at USC in less than 5 years, and was awarded the Harold and Lillian Moulton Fellowship. Upon receipt of his degree from USC Dr. Raber was asked to join a start-up company as the Director of Product Development where he created new molecular scaffolds for use as starting points in the investigation of new pharmaceuticals by medicinal chemists and successfully transferred proprietary reaction methodology and know-how to a production partner. Dr. Raber was subsequently approached to join another start-up company focusing on development and commercialization of a novel chemical reactor technology. Dr. Raber initially joined the company as the Chief Chemist and thereafter became Vice President and then President, and was appointed as a member of the company's Board of Directors. Dr. Raber frequently works with local educational institutions assisting MBA students in deriving their business plans and evaluating their technologies while continuing to develop and create new technologies of his own. Dr. Raber is an accomplished scientist, patented inventor and seasoned executive with all of the skills necessary to direct The Werc Shop's efforts.

Recognizing the need for quality control and assurance in California's Medical Cannabis market, Dr. Raber founded an analytical testing laboratory that provided services to market participants: Werc. Having studied peer-reviewed scientific publications relating to the beneficial impacts of cannabinoid receptor medications, a specialty area for Dr. Raber, he envisioned the means for furthering everyone's understanding and fundamental knowledge of the sustainable medication provided through the use of Cannabis sativa L. derived products.

Dr. Raber, Ph.D is an accomplished marijuana product designer and quality assurance specialist, and has presented at cannabinoid and terpene conferences across the United States and abroad.

Sytze Elzinga

As a cannabinoid scientist and marijuana product designer, Sytze's experience is invaluable and, for lack of a better description, unique. C-THREE is pleased to partner with the only team with meaningful expertise pertaining to the proper analysis and quality control of medicinal cannabis. While at Werc, Sytze continues to push the frontier of scientific understanding of medicinal cannabis.

Sytze received his bachelor's degree in biochemistry and subsequently went on to complete his Masters of Science in Natural Product Chemistry from Leiden University in The Netherlands in 2006. Sytze's early research work involved

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investigations of Artemisinin and sesquiterpene precursors found in dead and green leaves of *Artemisia annua* L. Additional work involved investigation of the origin of licorice through the use of NMR. Following the completion of his master's thesis Sytze moved on to Farmalyse, a pharmaceutical contract laboratory which performs the quality control and release of pharmaceutical products. Farmalyse possesses the sole contract with the Dutch government for the quality control of the medicinal cannabis provided on prescription through the pharmacies in the national medical marijuana program. At Farmalyse Sytze was responsible for the quality control of all medicinal cannabis for the Dutch pharmaceutical market.

Research at Farmalyse was conducted on the extraction and purification of THC from medicinal cannabis. These efforts lead to a spin-off company, Echo Pharmaceuticals, where Sytze was the laboratory manager and was responsible for all laboratory activities. Sytze was responsible for the, creation and validation of cannabinoid standards as well as purification of THC to be used as an active pharmaceutical ingredient (API) for the production of a novel tablet, which is currently undergoing Phase II clinical studies.

3. **Phyto Management: Agricultural and Cannabis Cultivation Experience**

Phyto Management is a marijuana-cultivation and operational management company with deep experience in all aspects of commercial cannabis cultivation and production. Besting more than 80-plus would-be applicants, Phyto was recently awarded approval to operate a medical cannabis cultivation center in Washington DC by the DC Department of Health, a highly regulated medical marijuana market under strict scrutiny.² Phyto's Managing Member, Mr. Andras Kirschner, carries with him more than a decade of relevant, commercial experience, and has advanced degrees in **Plant Science** and **Sustainable Agriculture** from the University of Maine. In addition to his Bachelor's Degrees from University of Maine, Mr. Kirschner is six (6) credits shy of his Masters in Business Administration (MBA) from Loyola Marymount University in Los Angeles – a distinction he has placed on hold to further the success of Phyto Management. Supported by his able staff, Mr. Kirschner will manage and oversee the design, construction, and operation of the C-THREE cultivation facility.

The cultivation processes and protocol designed and perfected by Mr. Kirchner is at the core of the C-THREE business model. The operation is a scalable, perpetual harvest cultivation model designed to produce pure, organic yields at regular intervals. In customizing his cultivation protocol for the C-THREE facility, Mr. Kirschner worked closely with architects, contractors, and a draftswoman to design an eco-friendly facility capable of efficient yet large yields. With more than 12 years of commercial scale, highly specialized experience, Mr. Kirschner

² Phyto Management LLC is a separate cannabis cultivation entity operating in Washington DC under license from the Department of Health in the District. Mr. Kirschner is the founder and Managing Member of that DC entity, and Warnish LLC d/b/a Phyto Management, C-THREE's cultivation partner.

and Phyto are poised to oversee the production of pure, organic medical marijuana in the state of Connecticut.

While earning degrees in Sustainable Agriculture and Plant Science at the University of Maine, Mr. Kirschner solely managed the Black Bear Food Guild, and successfully shepherded the Guild through the organic certification process as administered by the Maine Organic Farmers and Growers Association, (MOFGA). Established in 1994, the Black Bear Food Guild is a community supported, agricultural initiative that managed acres of organic produce, and delivered and sold fresh fruits and vegetables to 60 shareholders comprised of local businesses including restaurants and grocery stores.

After obtaining his B.S. degree, Mr. Kirschner moved to Vermont, where he founded and established Stony View Farms – an organic farm set on 90 acres of land purchased from the Vermont Land Trust. From 2004 to 2006 Mr. Kirschner raised organic produce in 3,000 square feet of Greenhouse space and 2 acres of land. He sold produce to local restaurants and health food stores. Mr. Kirschner sold the farm in 2009.

In addition to his extensive scientific knowledge and practical cultivation experience, Mr. Kirschner is also a professional contractor and carpenter, and has served as general contractor on multi-million dollar construction projects. Having led and worked with teams of subcontractors and carpenters in the construction of high-end residential homes in Vermont and Oakland, Mr. Kirschner will work with and manage C-THREE's general contractor upon securing final approval. A unique blend of contractor and cannabis cultivation specialist, Mr. Kirschner is well-suited to lead these initiatives.

Additionally, in 2010, Mr. Kirschner moved to Los Angeles to pursue a Masters in Business Administration (MBA) at Loyola Marymount University. He is 6 credits shy of earning this distinction, which he has placed on hold to further the success of Phyto Management.

In 2011, Mr. Kirschner formed Phyto Management LLC in Washington, DC to apply for one of ten Cultivation Center licenses. Besting more than 80 would-be applicants, Phyto was awarded one of the first six (6) licenses issued by the DC Department of Health. .

4. Matt Cook – Security and Compliance Consultant

Safety, security, and strict compliance is critical to successful production. To that end, C-THREE has partnered with Matt D. Cook. Mr. Cook has been instrumental in the planning and development of the C-THREE organization and its security and compliance measures.

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Mr. Cook launched Cook Consulting in February 2007, and is eager to share his expertise in public policy and enforcement. Matt brings highly skilled and experienced representation and advocacy to clients with public policy interests. He offers expert insight into public policy development, analysis and enforcement with a focus on medical marijuana regulation and compliance.

Matt has varied and extensive experience gained from a lifetime career in enforcement. He has been involved at the local, state and federal levels. His unique accomplishments with authoring and implementing Colorado's groundbreaking medical marijuana regulatory scheme have earned him a national reputation. His work as the leader of the Medical Marijuana Enforcement Division has been featured in popular publications such as TIME Magazine, ABA Journal, NY Times and The Washington Post. In addition, Matt was featured in CNBC's – Marijuana USA and 60 Minutes.

As Senior Director of Enforcement for the Colorado Department of Revenue, Matt also supervised Gaming, Alcohol and Tobacco Enforcement, Racing Events, Auto Industry Division, Safety and Security, Drivers License Hearings and he was Chairman of the Colorado Automobile Theft Prevention Authority (CATPA). In this capacity, he effectively managed a 154 million dollar budget and 220 full-time employees.

Matt is nationally recognized as a regulatory expert for beverage, alcohol and medical marijuana. He served as Vice President of the National Conference of State Liquor Administrators and represented License states as a Joint Committee of the States Representative. As Division Director for Colorado Alcohol and Tobacco Enforcement, he established and directed enforcement policies statewide. He was active with legislative proposals concerning dog and horse racing events and alcohol and tobacco public policy.

Previously, as Licensing Director and Enforcement Supervisor for Colorado Liquor Enforcement, Matt coordinated liquor law enforcement and the licensing with the 332 local venues in Colorado. He efficiently managed the more than 12,000 beverage alcohol licensees in Colorado. He was also instrumental in drafting many legislative matters for the Colorado General Assembly concerning beverage alcohol.

Additionally, Matt has an enforcement background at the local level. As License Enforcement Officer and Administrator for the City of Colorado Springs, he enforced liquor laws and regulated all other City issued business licenses with a focus on liquor licenses, and became a qualified expert witness in Colorado beverage alcohol law. Matt recognized expertise in the 21st Amendment allowed him to act as a technical advisor to the Local Liquor Licensing Authority.

Matt also served as a Special Agent for the United States Air Force Office of Special Investigations (AFOSI). He performed extensive case work with DEA,

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FBI, ATF, DIS and Secret Service while investigating federal crime, including narcotics, fraud, and espionage.

5. Striving to Meet Pharmaceutical Industry Standards

Although medical marijuana producers are not eligible for certification for Current Good Manufacturing Practices (cGMP), the United States Pharmacopeia (USP), or the International Organization for Standards (ISO), C-THREE is committed to adhering to a combination of the operating standards promulgated by those organizations. The additional resources required to execute on this initiative should provide a return on investment once cannabis businesses must withstand scrutiny from the Food and Drug Administration (FDA).

These guidelines taken directly from the cGMP, USP-797, and ISO, include briefly:

- Facility design strictly accounting for ergonomic flow informed by SOP's, growing and cleaning protocols, and environmental controls;
- Incorporating building materials prescribed by aforementioned standards of cleanroom design;
- Integrating regular operational evaluation into procedural design;
- Stringent and systemized record keeping; automated monitoring of certain processes;
- Automated quality control (QC) measures with human sponsored redundancies;
- Flat, participatory, knowledge-based management with clearly defined roles and responsibilities;

6. Experience with Cultivation Techniques

The following section details some of C-THREE's experience with cultivation techniques. A more complete description of C-THREE's cultivation techniques as implemented by Phyto Management is found in the C-THREE Cultivation Plan, found at Appendix G.

Phyto employs only sustainable and organic cultivation practices that produce a superior quality product, while working to lower the carbon footprint of the C-THREE Cultivation Center. All fertilizers, liquid nutrients, and soil amendments will be certified organic. Additionally, the Phyto elects for a combination and careful balance of multi-spectrum, high pressure sodium, and plasma lights, as well as CO₂ generators and industrial de-humidifiers. The practices and methodologies employed by Phyto have been developed to yield plants with full genetic expression.

6 (a) Living Soils

C-THREE strictly uses high quality, living soil mixes and aerated compost

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teas in its cultivation process. The soil mix is prepared and allowed to stabilize for two weeks to facilitate the growth of microbial populations, which in turn increases the availability of plant nutrients in the soil. Compost tea and other amendments will be used during initial soil preparation and throughout the cultivation process to maintain and augment the healthy microbial activity, ensuring the vitality of the soil-food web.

Chief Horticultural Scientist Andras Kirschner has refined a soil mixture with specified ratios of the following ingredients: compost; worm castings; peat moss; perlite; vermiculite; bat guano; bone meal; kelp meal; dolomitic lime; soft rock phosphate; greensand; and azomite. Additionally, soil moisture shall be continually monitored to ensure optimal levels of microorganism populations.

6 (b) Full Spectrum Lighting

The C-THREE Cultivation Center will use a combination of both High Pressure Sodium (HPS) and Light Emitting Plasma (LEP) lamps. Plants use light to produce chlorophyll cells which enable the plant to conduct photosynthesis — the process of converting air, water, and light into carbohydrates and oxygen. Aside from this basic function, the various spectrums of light have different complex effects on each species of plant. Though these effects are still not completely understood, many believe a full light spectrum, including some ultraviolet light, plays a role in greater cannabinoid production. A combination of LEP and HPS provides a much better spectrum because the HPS is lacking blue spectrum, and generally most spectrums below 560 nm. Light spectrum is one of the factors that define how a plant develops. There are many mechanisms in a plant that are responsible for stretching, photosynthetic rate and morphogenesis. One effect of blue light is the development of sun leaves which have higher rate of photosynthesis per unit leaf area. Another very important factor is the morphogenesis: Leafs develop in a better position to intercept the light, which results in a higher photosynthesis and faster vegetative development. It also puts the plant in a favorable position for generative development. Additional advantage is the UVA and UVB light that the plasma adds to the spectrum. Blue light and a continuous spectrum is very important in any development phase of the plant, be it vegetative or generative, as the full spectrum contains colors that define photosynthetic rate, morphogenesis and high energy (blue) photons that help maintain the photosynthetic system in the plant during the generative phase.

6 (c) Integrated Pest Management

IPM is a holistic approach to managing pests that utilizes cultural practices, biological, and organic pesticide application. When performing the daily walk through special attention will be paid to screening for pests and diseases. C-THREE IPM protocol will consist of the following steps:

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- 1. Identifying / Monitoring Pests & Diseases**
- 2. Monitoring the environment**
- 3. Deciding on the proper IPM intervention**
- 4. Implementing the intervention**
- 5. Post-intervention reassessment**

Identifying / Monitoring Pests & Diseases

Monitoring is the foundation of IPM and requires the regular inspection of plants, insect traps, and soil samples. Staff shall make sure to monitor hard-to-see spots like back corners of the room and in between dense vegetation. Special attention will be paid to “hot spots” located near doors and vents. Daily observations shall be logged using the iPad. If pests are present, staff shall estimate their number and record date, time of day, temperature, and humidity. Infested plant will be marked with a bright-colored flag for further intervention. Staff shall scout daily for the following pests, diseases, and related issues:

- **Insects** - Spider mites, aphids, fungus gnats, thrips, and whiteflies.
- **Fungi and Bacteria** - Powdery mildew and/or botrytis
- **Viruses** - Hemp mosaic virus and hemp streak virus are very rare.

Nutritional Deficiencies – Nutritional deficiency shall be diagnosed by observing characteristic symptoms on foliage. Soil and plant material will be tested to help identify exact nature of nutritional deficiencies. Once problem is identified adjustments will be made to the feeding schedule.

Environmental - The indoor environment can be manipulated to help control pests. Sealing the room and raising the levels of CO2 for a short amount of time can combat any signs of insects. Afterwards, the enriched air will be purged until the CO2 level is returned to 1500 ppm.

Cultural Practices

Cultural and mechanical practices will be used as a preventative measure and consist of the following practices designed to safeguard plant health:

Maintain Proper Moisture Levels

- Staff shall avoid over watering and under watering, as these practices will increase the chances of disease and pest growth.
- Excess humidity can cause some disease and pests to flourish. Staff shall maintain proper ventilation to keep humidity between acceptable levels.
- Staff shall monitor temperature changes via the environmental control computer to ensure that there are no large day / night temperature fluctuations.

Optimize soil food web and nutrition

- Staff shall never over fertilize plants as this will predispose the plants to bacteria, fungi, and leaf eating insects.
- Adding aerated compost teas will augment the soil food web.
- Other organic amendments will be added to the soil to augment naturally occurring biological controls of pests and pathogens.
- Municipal sludge shall never be used.

Mechanical insect trapping and monitoring:

Insect traps will be used not only to monitor for pests but also to trap and kill them. Blue and yellow sticky traps will be strategically placed throughout the room and checked daily.

Prune limbs with fungal infections or insects:

Once a plant part is identified as being infected it shall be removed and placed in a plastic container and sealed. It shall then be taken back to the microscope for further identification and disposal.

Provide food, water, and habitat for bio-control organisms:

The likelihood of a pest infestation is greatly reduced due to the strict policies and procedures designed to keep the facility free of contaminants. In the event that pests are identified, C-THREE horticultural scientist may decide to use predatory insects such as lady bugs to control a pest population. If such a course of action is taken staff will make efforts to sustain the population of predator insects by providing food and habitat.

Organically Certified Pesticide Application:

If a plant is identified as contaminated it shall be tagged and immediately removed to the quarantine room where the decision to treat or destroy will be made. Organic pesticides approved for use on vegetable food crops will be used only if absolutely necessary and as a last resort. Application rates and techniques will be strictly followed per the instructions on the label of the pesticide.

7. The Organic Difference

Management has chosen to cultivate marijuana in an organic and sustainable fashion because it is environmentally responsible and allows the plant to more fully realize its genetic expression. A complete genetic expression allows for whole-plant care, and more effective medical care.

The mentality of most medical marijuana cultivators is similar to that of a commercial farmer: maximize output, minimize input. The easiest way to grow large amounts of marijuana is to use a hydroponic system. The plants either spend their entire lives in constantly flowing water or are embedded in a sterile substrate

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and fed at regular intervals via drip irrigation or a flood table. The water is filled with a potent combination of soluble mineral fertilizers.

The debate between hydroponic and organic, soil cultivators rages on. This row can be correlated with the larger debate within the scientific community as to whether organically grown food (fruits, vegetables, etc...) has greater nutritional content than conventionally grown food. In this larger debate conventional food is defined as that which is grown using synthesized inorganic fertilizers, genetically modified cultivars, and/or chemical pesticides or fungicides. Growing plants hydroponically dictates the use of inorganic liquid fertilizers making it a practice that falls under the category of conventionally grown.

Within the agricultural industry, farmers must comply with the regulations of the FDA. At a minimum it is known that the products used by farmers, even if they are completely synthetic, have been approved for use in food production. This is not the case for medical marijuana. The FDA does not recognize medical marijuana as a beneficial drug, let alone a food, so there are no regulations regarding the types of fertilizers and/or pesticides/fungicides allowed to be used in its cultivation. Under such conditions many medical marijuana cultivators engage in the dangerous practice of using systemic pesticides meant for ornamental flowers as opposed to edible foods.

The legal standing of medical marijuana also prevents it from being certified organic regardless of whether it is grown in such a manner that would meet the requirements set forth by the National Organic Program. The cultivation practices that C-THREE will adhere to were designed by Andras Kirschner to meet the standards of organic certification programs.

C-THREE is taking a similar stance to that of GW Pharmaceuticals in that it believes that the therapeutic effects of medical marijuana come as a result of multiple phytochemical compounds working in a synergistic manner. The levels and types of cannabinoids, terpenes, and other phenols differ from strain to strain lending each a host of characteristic therapeutic properties. The medicinal properties of marijuana are a product of secondary metabolites, specifically phenolic compounds. Cannabinoids are phenolic compounds unique to marijuana that are responsible for the bulk of the plant's therapeutic properties, both psychoactive and non-psychoactive. More than sixty (60) cannabinoids have been identified thus far. Terpenes also exist in marijuana but are not unique to the plant. These compounds are responsible for the scent/taste of the plant, and some of them also have therapeutic and anti-bacterial properties. Marijuana also contains powerful anti-oxidants called flavonoids.

Most studies management has reviewed commonly measure a level of "total phenolic compounds," (often abbreviated as TP). A 2003 study published in the Journal of Agriculture and Food Chemistry concludes, "...results demonstrate a statistically relevant trend of higher levels of TPs in organically and sustainably produced crops." This study looked at the differences in TP between organic and

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sustainably grown marion berries, strawberries, and corn, as opposed to conventionally grown. The study found organically grown strawberries to have “19.1% more TP’s than conventionally grown. Organically grown and air-dried corn was found to have 58.4% higher levels of TP than the conventionally grown.” Another article published in 2007 in the same journal reported findings from a ten year study comparing flavonoid content in organic and conventionally grown tomatoes. This group of scientists also found that the organic method of cultivation employed throughout the study yielded tomatoes with higher flavanoid and total phenolic content. This article’s introduction also mentions other studies which yielded similar conclusions.

8. **Extraction Experience**

C-THREE’s product development team includes experienced extraction technicians that strictly employ solvent-free extraction techniques. Dr. Raber and Mr. Elzinger’s extraction methods are proprietary, and consistently produce highly pure extracts. C-THREE’s technicians are also experienced with, and can utilize, three (3) common, solvent-free extraction techniques. Specifically, great success has been had with: Dry Sieve Extraction (DSE), Cold-Water Extraction (CWE), and Direct Heat Infusion (DHI). Each is effective in working with the cannabinoid and terpenoid-rich resin heads, and without (the commonly used) toxic petroleum distillates or environmentally harmful tactics.

Extraction, Generally

Before any extraction can commence, stems, fan leaves, and general plant debris must be carefully removed. This process is performed by Phyto Management’s skilled cultivation support team – proper handling of the raw flower is critical in preserving the purity of the flower, and the integrity of the cannabinoid-rich resin heads. The resulting plant material is processed utilizing a dry sieve, and then subjected to cold water extraction or direct heat infusion. See sections 6a-c, *infra*, for additional detail.

Once extracted, cannabinoids and terpenes, can be consumed via pulmonary uptake (vapor or smoke). Alternatively, the extract can be infused directly into butters, cooking oils, alcohols, and hypoallergenic moisturizers for optimal transdermal absorption or metabolizing.

In the C-THREE production facility, such infusion will occur in the Magical Botanical Extractor – a stainless steel, industrial-grade processor designed specifically for botanical extraction and infusion. Humorous name aside the appliance is fully automated; a microprocessor effects a set of sequences depending on the substrate to be infused. Temperature is controlled by an integrated digital thermostat that maintains the micro-climate between 160-250 degrees Fahrenheit. After the infusion, the substrate is strained of plant material and ready for laboratory testing.

The appliance was manufactured to work with the following;

- Butter
- Tincture – vegetable glycerin
- Olive oil
- Coconut oil
- Sunflower oil
- Avocado oil
- Hypoallergenic Moisturizers

8 (a) Dry Sieve Extraction

DSE is labor intensive, especially when performed by hand, as C-THREE has committed to. It is highly effective, however, in isolating the resin powder from the plant material – a necessary step in concentration – without compromising the integrity of the cannabinoid essential oils and critical terpenes. Resin powder consists of the encapsulated, bulbous glands which are filled with viscous cannabinoid and terpene concentrations. Once isolated, collected, and processed, the concentrate is readily and consistently dosed during the infusion process, after strict lab screens for purity and profiling. The remaining plant material (fan leaves, stems, small flowers) can be processed via cold-water extraction to create additional concentrate.

8 (b) Cold Water Extraction

The plant debris (e.g. leaves, stems, etc) can yield quality and substantial amounts of concentrate in CWE. Fresh or dry plant material is placed in a sterile mesh bag, and submerged in a bath of ice water in a commercial grade, stainless steel washing machine. The machine gently agitates the water for approximately 30 minutes. Next, the water is drained and strained through additional screens that allow the dislodged resin glands to sink rapidly to the bottom of the collection well, where can be collected and dried. Unlike the resin glands, the essential oils dissolve when exposed to the cold water, so this technique produces a concentrate with less terpenes than the previously described dry sieve technique.

8 (c) Direct Heat Infusion

Cannabinoids and terpenes are readily dissolvable in vegetable oils which may be used for both extraction and as a substrate. Oils are for the most part non-soluble in water and therefore they do not extract excessive water soluble constituents, like chlorophyll. There are practical limits to the potency that can be achieved extracting with oil, because as the oil becomes saturated with cannabis terpenes the solvent action slows down before stopping altogether. A key factor in achieving maximum removal rates and efficiency, is keeping the boundary layer between the undissolved resins and the unsaturated oils used for extraction regularly removed and this is accomplished by mixing

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9. Cannabinoid Profiling

Led by the Werc Labs scientists, Dr. Raber Ph.D and noted research scientist Sytze Elzinga, at least four (4) samples of each batch of harvested marijuana shall be Standard Plate Count tested to verify the batch is free of bacteria, molds, and fungi. Cannabinoid profiling will be completed in-house using, when economically feasible, a quadrupole mass spectrometer / liquid chromatograph, in addition to the registered, independent laboratories in Connecticut. A sample profile has been attached to the end of the document. Additionally, all harvested and dried marijuana will be tested for bacteria, mold, fungi, terpenes, and cannabinoid profiles prior to being prepackaged for sale to client dispensaries.

Cannabinoids

- **delta-9-tetrahydrocannabinol (THC)** Boiling point: 157°C / 314.6 degree Fahrenheit Properties: Analgesic, Antiinflammatory, Antioxidant, Euphoriant, Antiemetic,
- **cannabidiol (CBD)** - Boiling point: 160-180°C / 320-356 degree Fahrenheit Properties: Anxiolytic, Analgesic, Antipsychotic, Antiinflammatory, Antioxidant, Antispasmodic
- **cannabinol (CBN)** Boiling point: 185°C / 365 degree Fahrenheit Properties: Oxidation, breakdown, product, Sedative, Antibiotic
- **cannabichromene (CBC)** Boiling point: 220°C / 428 degree Fahrenheit Properties: Antiinflammatory, Antibiotic, Antifungal
- **cannabigerol (CBG)** Boiling point: MP52 Properties: Antiinflammatory, Antibiotic, Antifungal
- **tetrahydrocannabivarin (THCV)** Boiling point: < 220°C / <428 degree Fahrenheit Properties: Analgesic, Euphoriant

10. Terpenoid Profiling

Led by C-THREE's product developers Jeff Raber and Sytze Elzinga, Werc was the first laboratory to begin profiling terpenes within medicinal cannabis in the summer of 2011. Werc remains the leader in this new frontier, screening for 37 different terpenes using advanced gas-chromatographic techniques. Terpenes are critical to confirming that a strain is the particular strain it is claimed to be, and **they are ultimately responsible for delivering the complex effects provided by whole plant medicinal cannabis products.**

Comparing the values of THC, CBD, CBN (an artifact of improper analysis which does not actually exist in fresh flowers), and other basic cannabinoid will not reveal whether a strain is most helpful in treating a qualifying condition; cannabis is far more complex than one or two cannabinoids. **Terpenes modify and modulate the effects of THC and other cannabinoids**, and impact the overall medicinal properties of the particular cultivar. Terpenes are also predominant players in the smell and taste of medicinal cannabis.

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Terpenes are all flavor and fragrance components common to human diets, and they have been designated “Generally Recognized as Safe” by the US Food and Drug Administration. Terpenes share a common precursor with phytocannabinoids and they are quite potent, being known to affect animal and even human behavior when inhaled from ambient air at serum levels in the single digit ng/mL range. It doesn’t take much of them to make a physiological impact. Terpenes display unique therapeutic effects that may contribute to the overall effects of medicinal cannabis; a reason whole based medicines are superior to single-molecule cannabinoid therapies like Marinol® or other synthetics like Rimonabant. The synergy of terpenes and cannabinoids are most likely responsible for providing the effective treatment of pain, anxiety, epilepsy, inflammation, depression, cancer, fungal and bacterial infections, including methicillin-resistant *Staphylococcus aureus*. Terpenes are the components responsible for the plethora of powerful medicinal benefits delivered by cannabis.

A recent publication by Ethan Russo of GW Pharmaceuticals in the British Journal of Pharmacology (<http://10.1111/j.1476-5381.2011.01238.x>) describes this effect, which is now being termed the entourage effect. For medicinal cannabis patients to receive the proper medication, finding the right strain/product required to meet their medical needs, they will need to understand the terpene content and seek to harness the complete entourage effect being delivered by their particular strain selection. To our knowledge, Werc is unique in the breadth of terpenes it analyzes; thus it is only lab that can possess a fundamental understanding of a cannabis strain at this time.

Recently a particular cultivator discovered this important differentiation. Having submitted a variety of new strains they were working on developing, unique terpene profiles were observed. Out of approximately 10 different samples submitted, if you were to only look at THC and CBD content, the strains would have appeared only average and non-unique. However, comparing their terpene profiles revealed significantly new strains had been created which possessed profiles unlike anything our laboratory had seen before. If these samples were processed at another lab, they most likely would have sacrificed these new strains assuming they were still common. Initial explorations are exceptionally promising, and the patients being positively impacted by these unique strains are the ultimate beneficiaries.

Currently there is not a great deal of information known about the terpenes and their combined effect with the cannabinoids present in cannabis, and certainly not in any vast combination like you experience with any strain you encounter today. Individually there is a small understanding of some of the effects of these molecules in general, and can be described as follows.

Pinenes: Pine odor, bronchodilators that opens the lungs to possibly improve THC absorption. Responsible for increasing focus, self-satisfaction, and energy.

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Caryophyllene: Sweet, woody, clove taste responsible for anti-inflammatory and neuroprotective effects through CB2 receptor activation.

Linalool: Floral smell that is believed to provide some anti-cancer effects as well as being known to cause severe sedation.

Limonene: Has a citrus scent and may possess anti-cancer, anti-bacterial, anti-fungal and anti-depression abilities.

Myrcene: Most likely effects intake of THC by brain cells to increase the overall effects of THC when ingested together.

It is important to note that while the effects listed above were predominantly found for the single component being studied individually. The effects within a cannabis matrix may be far different than when delivered alone. We strongly suggest patients seek to understand their preferred strains by identifying the top few terpenes (now found on our labels) and continue to seek the same medicine in the future through identification of a similar top terpene fingerprint, whether or not the name of the strain is the same.

C-THREE wants to develop the best natural products for the registered patients of Connecticut, and is pleased to be partnered with the scientists capable of properly investigating and analyzing terpenes. C-THREE intends to develop the next generation of cannabis therapeutics truly designed to address specific conditions. In fact, Werc scientists have recently developed **new product formulations and processing methods for a variety of products, including capsules, edibles, tinctures.**

Werc Labs currently screens for the following Terpenes:

- α -Bisabolol
- Borneol
- Camphene
- Campher
- Δ^3 -Carene
- β -Caryophyllene
- Caryophyllene oxide
- α -Cedrene
- β -Eudesmol
- (+) Fenchol
- Geraniol
- Guaiol
- α -Humulene
- Isoborneol
- Limonene

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- Linalool
- Menthol
- Myrcene
- Nerol
- cis-Ocimene
- trans-Ocimene
- α -Phellanderene
- α -Pinene
- β -Pinene
- Sabinene Hydrate
- α -Terpinene
- α -terpineol
- Terpinolene
- α -Guaiene (t)
- Elemene (t)
- Farnesene (t)
- Germacrene B (t)
- Guaia-1(10),11-diene (t)
- t-2-Pinanol (t)
- Selina-3,7(11)-diene (t)
- Eudesm-7(11)-en-4-ol (t)
- Valencene (t)

Product and Site Safety Plan

Appendix G.

Cultivation Plan
Lighting Layout Flower Rooms – Gavita Holland
Lighting Layout Vegetative Rooms – Gavita Holland

Appendix G.1

G.1 Cultivation Plan: Table of Contents

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1. **Scope & Intent**

This document outlines the operational details of how the proposed Cultivation Center will consistently meet the demands of the registered dispensaries while remaining in compliance with the Regulations.

2. **Mission**

C-THREE's mission is to consistently provide superior-quality, medical-grade marijuana in flower form, bioavailable ingestible items, and other preparations to Connecticut's registered patients. C-THREE aims to set new standards for secure, safe, scientific medical marijuana cultivation.

The C-THREE Cultivation Center will house growing, processing, production, and packaging facilities. The Company's operational designs and manufacturing standards are based on those of the pharmaceutical industry, and incorporate cleanroom elements. Such an approach has been taken to ensure that the quality of C-THREE products and services meet and exceed the requirements as set forth by the Connecticut Regulations.

3. **Timeline**

Once granted a registration, and after commencing construction, the C-THREE Cultivation Center will be fully operational within ninety (90) days. It will take approximately sixteen (16) more weeks to grow, harvest, cure, and package the first batch of medical marijuana. **Initially, subsequent harvests will occur every two (2) weeks.**

The basis for the aforementioned time estimates are C-THREE's (1) experience in organic cultivation, (2) experience in the construction industry; and more specifically (3) the design and construction of the C-THREE Cultivation Center.

4. **Werc Labs, LLC: Marijuana Products by Leading Cannabinoid Scientists**

C-THREE shares DCP's commitment to a healthy Connecticut. Accordingly, after vetting several candidates, C-THREE has partnered with the product development team most capable of meeting patient needs on an ongoing basis: Werc Labs.¹

Ensuring patient safety begins with understanding the nature of the plant, and the scientifically appropriate methods of characterizing products derived from the plant. From this knowledge base, products can be produced accurately, consistently, and with the correct mix of 37 different terpenes and cannabinoid weight ratios. This foundation begins with a strong analytical testing protocol, which our team possesses and excels with arguably more so than any other laboratory operating within cannabis in the United States today.

Werc scientists have successfully developed or co-developed marijuana products including brownies, cookies, cakes, breads, capsules, smoothies, drinks, topical

¹ Werc Labs LLC is an entity created by The Werc Shop LLC for the purposes of operating in Connecticut under the C-THREE license

ointments, tinctures, hard candies, chocolate bars, and even ice cream. Werc is also known for operating the most advanced cannabinoid and, critically, terpene laboratory serving the medical cannabis market in the United States. Werc is second to none in efficacy, consistency, and quality control (QC).

Additionally, Werc is best positioned to develop new products with C-THREE as they, uniquely, continue to uncover how 37 different terpenes interact and treat qualifying conditions – while helpful, merely scrutinizing the weight component of a few cannabinoids (e.g. THC and CBD) is insufficient and leads to different patient outcomes.

Dr. Jeffrey C. Raber, PhD

Werc was founded by Dr. Jeffrey C. Raber, Ph.D. in Chemistry from the University of Southern California with a focus on developing new synthetic organic methodologies. Dr. Raber studied plant phylogenetics of the RuBisCO enzyme while at Lebanon Valley College, and was named to the USA Today 1997 All-USA College Academic Team for his research accomplishments in this area. Dr. Raber completed his degree at USC in less than 5 years, and was awarded the Harold and Lillian Moulton Fellowship. Upon receipt of his degree from USC Dr. Raber was asked to join a start-up company as the Director of Product Development where he created new molecular scaffolds for use as starting points in the investigation of new pharmaceuticals by medicinal chemists and successfully transferred proprietary reaction methodology and know-how to a production partner. Dr. Raber was subsequently approached to join another start-up company focusing on development and commercialization of a novel chemical reactor technology. Dr. Raber initially joined the company as the Chief Chemist and thereafter became Vice President and then President, and was appointed as a member of the company's Board of Directors. Dr. Raber frequently works with local educational institutions assisting MBA students in deriving their business plans and evaluating their technologies while continuing to develop and create new technologies of his own. Dr. Raber is an accomplished scientist, patented inventor and seasoned executive with all of the skills necessary to direct The Werc Shop's efforts.

Recognizing the need for quality control and assurance in California's Medical Cannabis market, Dr. Raber founded an analytical testing laboratory that provided services to market participants: Werc. Having studied peer-reviewed scientific publications relating to the beneficial impacts of cannabinoid receptor medications, a specialty area for Dr. Raber, he envisioned the means for furthering everyone's understanding and fundamental knowledge of the sustainable medication provided through the use of Cannabis sativa L. derived products.

Dr. Raber, Ph.D is an accomplished marijuana product designer and quality assurance specialist, and has presented at cannabinoid and terpene conferences across the United States and abroad.

Sytze Elzinga

As a cannabinoid scientist and marijuana product designer, Sytze's experience is invaluable and, for lack of a better description, unique. C-THREE is pleased to partner

with the only team with meaningful expertise pertaining to the proper analysis and quality control of medicinal cannabis. While at Werc, Sytze continues to push the frontier of scientific understanding of medicinal cannabis.

Sytze received his bachelor's degree in biochemistry and subsequently went on to complete his Masters of Science in Natural Product Chemistry from Leiden University in The Netherlands in 2006. Sytze's early research work involved investigations of Artemisinin and sesquiterpene precursors found in dead and green leaves of *Artemisia annua* L. Additional work involved investigation of the origin of licorice through the use of NMR. Following the completion of his master's thesis Sytze moved on to Farmalyse, a pharmaceutical contract laboratory which performs the quality control and release of pharmaceutical products. Farmalyse possesses the sole contract with the Dutch government for the quality control of the medicinal cannabis provided on prescription through the pharmacies in the national medical marijuana program. At Farmalyse Sytze was responsible for the quality control of all medicinal cannabis for the Dutch pharmaceutical market.

Research at Farmalyse was conducted on the extraction and purification of THC from medicinal cannabis. These efforts lead to a spin-off company, Echo Pharmaceuticals, where Sytze was the laboratory manager and was responsible for all laboratory activities. Sytze was responsible for the, creation and validation of cannabinoid standards as well as purification of THC to be used as an active pharmaceutical ingredient (API) for the production of a novel tablet, which is currently undergoing Phase II clinical studies.

5. **Phyto Management: Agricultural and Cannabis Cultivation Experience**

Phyto Management is a marijuana-cultivation and operational management company with deep experience in all aspects of commercial cannabis cultivation and production. Besting more than 80-plus would-be applicants, Phyto was recently awarded approval to operate a medical cannabis cultivation center in Washington DC by the DC Department of Health, a highly regulated medical marijuana market under strict scrutiny.² Phyto's Managing Member, Mr. Andras Kirschner, carries with him more than a decade of relevant, commercial experience, and has advanced degrees in **Plant Science** and **Sustainable Agriculture** from the University of Maine. In addition to his Bachelor's Degrees from University of Maine, Mr. Kirschner is six (6) credits shy of his Masters in Business Administration (MBA) from Loyola Marymount University in Los Angeles – a distinction he has placed on hold to further the success of Phyto Management. Supported by his able staff, Mr. Kirschner will manage and oversee the design, construction, and operation of the C-THREE cultivation facility.

The cultivation processes and protocol designed and perfected by Mr. Kirchner is at the core of the C-THREE business model. The operation is a scalable, perpetual harvest cultivation model designed to produce pure, organic yields at regular intervals. In customizing his cultivation protocol for the C-THREE facility, Mr. Kirschner worked closely with architects, contractors, and a draftswoman to design an eco-friendly facility

² Phyto Management LLC is a separate cannabis cultivation entity operating in Washington DC under license from the Department of Health in the District. Mr. Kirschner is the founder and Managing Member of that DC entity, and Warnish LLC d/b/a Phyto Management, C-THREE's cultivation partner.

capable of efficient yet large yields. With more than 12 years of commercial scale, highly specialized experience, Mr. Kirschner and Phyto are poised to oversee the production of pure, organic medical marijuana in the state of Connecticut.

While earning degrees in Sustainable Agriculture and Plant Science at the University of Maine, Mr. Kirschner solely managed the Black Bear Food Guild, and successfully shepherded the Guild through the organic certification process as administered by the Maine Organic Farmers and Growers Association, (MOFGA). Established in 1994, the Black Bear Food Guild is a community supported, agricultural initiative that managed acres of organic produce, and delivered and sold fresh fruits and vegetables to 60 shareholders comprised of local businesses including restaurants and grocery stores.

After obtaining his B.S. degree, Mr. Kirschner moved to Vermont, where he founded and established Stony View Farms – an organic farm set on 90 acres of land purchased from the Vermont Land Trust. From 2004 to 2006 Mr. Kirschner raised organic produce in 3,000 square feet of Greenhouse space and 2 acres of land. He sold produce to local restaurants and health food stores. Mr. Kirschner sold the farm in 2009.

In addition to his extensive scientific knowledge and practical cultivation experience, Mr. Kirschner is also a professional contractor and carpenter, and has served as general contractor on multi-million dollar construction projects. Having led and worked with teams of subcontractors and carpenters in the construction of high-end residential homes in Vermont and Oakland, Mr. Kirschner will work with and manage C-THREE's general contractor upon securing final approval. A unique blend of contractor and cannabis cultivation specialist, Mr. Kirschner is well-suited to lead these initiatives.

Additionally, in 2010, Mr. Kirschner moved to Los Angeles to pursue a Masters in Business Administration (MBA) at Loyola Marymount University. He is 6 credits shy of earning this distinction, which he has placed on hold to further the success of Phyto Management.

In 2011, Mr. Kirschner formed Phyto Management LLC in Washington, DC to apply for one of ten Cultivation Center licenses. Besting more than 80 would-be applicants, Phyto was awarded one of the first six (6) licenses issued by the DC Department of Health.

6. Facility Design

Years of research combined with the experience of building and managing greenhouses as well as experience in the construction industry have given Mr. Kirschner an interdisciplinary understanding of the design elements necessary to create the ideal indoor growing environment. Mr. Kirschner worked with architects to design a state of the art facility utilizing the newest technologies available on the market.

The Cultivation Center will contain thirty-three (33) separate rooms built within a preexisting structure. Initially, marijuana will be cultivated in six (6) and processed in six (6) newly constructed, freestanding, sealed rooms. All sealed rooms will be independently cooled with ductless air conditioners. All odor within the sealed rooms will be filtered by activated carbon air scrubbers.

The thirty-three (33) rooms shall include: three (2) Vegetative Rooms; four (4) Flowering Rooms; six (6) Processing Rooms; one (1) Curing & Drying Room; one (1) Nutrient Mixing & Amendment Storage Room; one (1) Pesticide Storage Room; one (1) Soil Mixing & Stabilization Room; one (1) Kitchen; one (1) Extraction Room; one (1) Kitchen lab room; one (1) Security Monitoring Room; two (2) Locker Rooms; one (1) Conference Room; one (1) Company Lounge; one (1) Security/Check-In room; two (2) Restrooms; one (1) Cloning Station; one (1) Mother Room; one (1) Vault Room; one (1) Secure Storage Room; one (1) Utilities Room; and one (1) loading dock.

The environmental conditions in each of these rooms, including temperature, humidity, and CO2 levels, will be monitored and controlled separately so as to facilitate the various stages of the marijuana life cycle, supply preparation, storage, and ingestible item manufacturing.

The Cultivation Center will be built to a set of specifications based on those used in the construction of pharmaceutical laboratories. The following materials will be used in the construction of the facility:

- Water resistant drywall
- Anti-microbial, anti-fungal paints
- Anti-bacterial, hospital-grade flooring & anti-fatigue mats

In addition to meeting all Washington D.C. building codes the Cultivation Center will be constructed according to the following additional requirements.

- Light tight rooms
- Completely sealed rooms with seamless joints and abutments

The biological safety of this facility, detailed further in the Product Safety and Labeling Plan, will allow C-THREE to cultivate medical marijuana of the highest quality without using any harmful chemical pesticides.

Included below are brief descriptions of the rooms that are especially pertinent to medical marijuana cultivation and medical marijuana product manufacturing.

6 (a) Vegetative Rooms

Each of these sealed growth chambers will have a light tight set of doors and a computer controlled environmental system including: lights, HEPA/HVAC, dehumidifiers, fans, and CO2 generators. These rooms will be located within the Limited Access Area. Light levels will be lower than in the flowering rooms. Humidity will be kept at 65% during the vegetative state. The plants will go through their first eight (8) weeks of growth in the vegetative rooms.

6 (b) Flowering Rooms

Each of these sealed growth chambers will have a light tight set of doors and a computer controlled environmental system including: lights, HEPA/HVAC, dehumidifiers, fans, and CO2 generators. These systems will be used to maintain

optimal growth conditions for the various strains cultivated by C-THREE.

6 (c) Security Monitoring Room

This room will contain computers connected to the environmental control systems, security surveillance/alarm systems, DVR, as well as a separate computer for the storage of POS records and books.

6 (d) Processing Room

Harvested medical marijuana will be trimmed in this area. Additionally, trimmings that will be further processed and used to manufacture ingestible items will be separated and packaged here. Green spectrum lights will be used in this room in order to prevent cannabinoid degradation.

6 (e) Drying Room

After being trimmed or as whole plants, medical marijuana will be taken to this room to be dried. The humidity and temperature of this room will be strictly monitored in order to optimize the moisture level of the marijuana prior to packaging. The temperature will be kept at 68 F and 55% humidity for the first three days of drying when the plant material will decrease to 30-40% water content. Then the temperature will be dropped to 64 F and the humidity will be raised to 60% for 7-10 days or until the plant matter is between 12-15% water content. The air exchange within this room will not exceed 10% of total air volume per hour.

6 (f) Curing Room

The curing process will take anywhere between 2-4 weeks depending upon demand. Curing takes place in a dark room 64 F degrees and 50% humidity. The air exchange within this room will not exceed 10% of total air volume per hour. Curing cannabis will increase the intensity of the flavor and will steadily lower THC in favor of other cannabinoids. The flavor changes and becomes more complex and refined, gaining depth as well as variation of bouquet. After the curing process is finished, bulk items will be packaged and placed in the vault.

6 (f) Nutrient Mix & Amendment Storage Room

This locked storage room is located in the Limited Access Area and next to the growth chambers. Reverse Osmosis water will be stored in tanks and transferred to reservoirs before mixing each batch nutrient batch for specific rooms. Nutrients will be mixed and the pH will be balanced before the food is fed through irrigation lines to the plants. A plumbing specialist will professionally install these systems.

6 (g) Soil Mixing & Stabilization Room

Living soils will be mixed, and put into the large pots in this area. Each pot will eventually contain one (1) plant. Compost teas and liquid nutrients are also mixed and aerated in this room. After pots have been filled with the living soil mix, which has been subsequently primed with liquid nutrients, they shall be stored. This will allow the soil time to stabilize before the next round of clones is planted.

The soil filled pots will remain in this room until the temperature of the soil has become stable.

6 (h) Pesticide Storage Room

Pesticides will be stored separately from fertilizers, nutrients and amendments. This will eliminate the risk of cross contamination that could occur as a result of a pesticide container leaking or breaking due to some anomalous event, or employee error. A special ventilation system will be installed in this room as to make sure no odors leak into the work environment

6 (i) Gowning Room

As further detailed in the Product Safety & Labeling Plan and the Staff Handbook, the C-THREE Cultivation Center will contain a gowning room. Staff working within the Cultivation Center shall follow gowning procedures and change into provided pocket less sterile garments prior to entering the Limited Access Areas of the Cultivation Center.

6 (j) The Kitchen

The licensed C-THREE Kitchen will be built to code and shall contain all of the equipment necessary for manufacturing, storing, and packaging ingestible items. The Kitchen shall also have its own ventilation system with an active carbon filter that will eliminate any noticeable aromas from exhausted air.

6 (k) Air Quality

All air coming into the Cultivation Center will pass through HEPA filters that catch 99.9% of airborne contaminants including bacteria, mold, pests, and particulate pollutants. The whole building HEPA filtration system will continuously filter all air within the warehouse that contains the Cultivation Center. A specifically designed UV Air Purifier will be installed in the air-conditioning housing units to change the molecular structure of the contaminants through DNA Sterilization and Photo-Oxidation. This sterilization process will destroy both biological and chemical contaminants, killing mold, bacteria and viruses.

6 (l) Odor

The activated carbon filters strategically placed throughout the Cultivation Center shall remove over 99% of all odors. These filters will continuously exhaust air from the warehouse creating negative pressure. This pressure gradient ensures that no odor leaks out. Additionally, air within the sealed rooms inside of the Cultivation Center will be cycled through a separate set of these filters.

Most commercial filters advertise a 12 to 24 month effective life for each filter, and accordingly advise operators to change filters every twelve (12) months. However, C-THREE policies require that all filters be changed every nine (9) months without fail.

7. Internal Modular Expansion (IME)

The facility located at 182 E Aurora, Waterbury, CT. has a footprint of approximately 38,400 with additional floors in some parts of the building.

C-THREE will initially build out 8,000 square feet of Cultivation rooms which will be a mix of (2) vegetative and (4) flowering rooms. The remaining 8,000 square feet of (IME 1) expansion will be framed and partially constructed. When patient demand begins to reach the production capacity of the initial 8,000 square feet of cultivation space, C-THREE will equip the previously constructed rooms and begin phase (2) cultivation. A second internal modular expansion project (IME 2) will involve building an additional 16,000 square feet of Cultivation space in the rear of the building. Using this Internal Modular Expansion C-THREE will effectively double its maximum production capacity twice without interrupting production in the current facility or neighborhood.

Initially, there will be a total of four (4) flowering rooms. IME will consist of building another four (4) flowering rooms. A second IME will involve building an additional 8 flowering rooms. When the expansion plan is completed there will be a total of sixteen (16) flowering rooms occupying 24,000 square feet and six (6) large vegetative rooms occupying 7,500 square feet of the building. The Cultivation Center has been designed so that these expansion projects can be completed in multiple phases without disrupting the perpetual-harvest. Moreover, IME will minimize any impact on the surrounding communities by confining company production to a single property and building.

- Initially (4) Flower rooms total = 6,000 square feet of dedicated flowering space
- IME 1 - (8) Flower rooms total = 12,000 square feet of dedicated flowering space
- IME 2 - (16) Flower rooms total = 24,000 square feet of dedicated flowering space

8. Expected Production Capacity

The bases for these estimates are C-THREE's (1) experience in organic cultivation, (2) experience in the construction industry, and more specifically (3) the design and construction of marijuana cultivation facilities. Cultivating large plants indoors takes experience to master, but once a perpetual system is developed large yields can be achieved.

- Each flower room is approximately (25) feet x (60) feet or (1,500) square feet;
- Each flower room will have (60) x (1,000) watt High Pressure Sodium lights
- Each flower room will have (60) x (270) watt Light Emitting Plasma lights
- Each (1,500) square foot flower room will have a total of (80,000) kW;
- On average the cultivator yields (1.5) to (2) pounds per 1,000 kW light.
- Yields of (100) lbs. to (160) lbs. can be expected per harvest per flowering room;

Each flower room can be harvested a minimum of 4 times a year and a maximum of 5 times per year depending on strain and other factors and therefore;

- (1) Flower room can produce 400 - 600 lbs. per year;
- (4) Flower rooms can produce 1,600 – 2,500 lbs. per year;
- (8) Flower rooms can produce 3,200 – 5,000 lbs. per year, and

- (16) Flower rooms can produce 6,400 – 9,000 lbs. per year

9. Cultivation Practices

Andras Kirschner, the Chief Horticultural Scientist, will employ sustainable and organic cultivation practices that produce a superior quality product while working to lower the carbon footprint of the C-THREE Cultivation Center. All fertilizers, liquid nutrients, and soil amendments will be certified organic. Additionally, the CHS will employ multi-spectrum high pressure sodium and plasma lights as well as CO₂ generators and industrial de-humidifiers. The practices and methodologies employed by the CHS have been developed to yield plants with full genetic expression.

9 (a) Living Soils

C-THREE shall use high quality, living soil mixes and aerated compost teas during the cultivation process. The soil mix will be prepared and allowed to stabilize for two weeks to facilitate the growth of microbial populations which in turn shall increase the availability of plant nutrients in the soil. Compost tea and other amendments will be used during initial soil preparation and throughout the cultivation process to maintain and augment the healthy microbial activity which will ensure the vitality of the soil-food web.

Chief Horticultural Scientist Andras Kirschner has refined a soil mixture with specified ratios of the following ingredients: compost; worm castings; peat moss; perlite; vermiculite; bat guano; bone meal; kelp meal; dolomitic lime; soft rock phosphate; greensand; and azomite. Additionally, soil moisture shall be continually monitored to ensure optimal levels of microorganism populations.

9 (b) Full Spectrum Lighting

The C-THREE Cultivation Center will use a combination of both High Pressure Sodium (HPS) and Light Emitting Plasma (LEP) lamps. Plants use light to produce chlorophyll cells which enable the plant to conduct photosynthesis — the process of converting air, water, and light into carbohydrates and oxygen. Aside from this basic function, the various spectrums of light have different complex effects on each species of plant. Though these effects are still not completely understood, many believe a full light spectrum, including some ultraviolet light, plays a role in greater cannabinoid production. A combination of LEP and HPS provides a much better spectrum because the HPS is lacking blue spectrum, and generally most spectrums below 560 nm. One effect of blue light is the development of sun leaves which have higher rate of photosynthesis per unit leaf area. Another very important factor is the morphogenesis: Leafs develop in a better position to intercept the light, which results in a higher photosynthesis and faster vegetative development. It also puts the plant in a favorable position for generative development. Additional advantage is the UVA and UVB light that the plasma adds to the spectrum. Blue light and a continuous spectrum is very important in any development phase of the plant, be it vegetative or generative, as the full spectrum contains colors that define photosynthetic rate, morphogenesis and high energy (blue) photons that help maintain the photosynthetic system in the plant during the generative phase.

9 (c) Integrated Pest Management

IPM is a holistic approach to managing pests that utilizes cultural practices, biological, and organic pesticide application. When performing the daily walk through special attention will be paid to screening for pests and diseases. C-THREE IPM protocol will consist of the following steps:

- 1. Identifying / Monitoring Pests & Diseases**
- 2. Monitoring the environment**
- 3. Deciding on the proper IPM intervention**
- 4. Implementing the intervention**
- 5. Post-intervention reassessment**

Identifying / Monitoring Pests & Diseases

Monitoring is the foundation of IPM and requires the regular inspection of plants, insect traps, and soil samples. Staff shall make sure to monitor hard-to-see spots like back corners of the room and in between dense vegetation. Special attention will be paid to “hot spots” located near doors and vents. Daily observations shall be logged using the iPad. If pests are present, staff shall estimate their number and record date, time of day, temperature, and humidity. Infested plant will be marked with a bright-colored flag for further intervention. Staff shall scout daily for the following pests, diseases, and related issues:

- **Insects** - Spider mites, aphids, fungus gnats, thrips, and whiteflies.
- **Fungi and Bacteria** - Powdery mildew and/or botrytis
- **Viruses** - Hemp mosaic virus and hemp streak virus are very rare.

Nutritional Deficiencies – Nutritional deficiency shall be diagnosed by observing characteristic symptoms on foliage. Soil and plant material will be tested to help identify exact nature of nutritional deficiencies. Once problem is identified adjustments will be made to the feeding schedule.

Environmental - The indoor environment can be manipulated to help control pests. Sealing the room and raising the levels of CO2 for a short amount of time can combat any signs of insects. Afterwards, the enriched air will be purged until the CO2 level is returned to 1500 ppm.

Cultural Practices

Cultural and mechanical practices will be used as a preventative measure and consist of the following practices designed to safeguard plant health:

Maintain Proper Moisture Levels

- Staff shall avoid over watering and under watering, as these practices will increase the chances of disease and pest growth.
- Excess humidity can cause some disease and pests to flourish. Staff shall maintain proper ventilation to keep humidity between acceptable levels.
- Staff shall monitor temperature changes via the environmental control computer to ensure that there are no large day / night temperature

fluctuations.

Optimize soil food web and nutrition

- Staff shall never over fertilize plants as this will predispose the plants to bacteria, fungi, and leaf eating insects.
- Adding aerated compost teas will augment the soil food web.
- Other organic amendments will be added to the soil to augment naturally occurring biological controls of pests and pathogens.
- Municipal sludge shall never be used.

Mechanical insect trapping and monitoring:

Insect traps will be used not only to monitor for pests but also to trap and kill them. Blue and yellow sticky traps will be strategically placed throughout the room and checked daily.

Prune limbs with fungal infections or insects:

Once a plant part is identified as being infected it shall be removed and placed in a plastic container and sealed. It shall then be taken back to the microscope for further identification and disposal.

Provide food, water, and habitat for bio-control organisms:

The likelihood of a pest infestation is greatly reduced due to the strict policies and procedures designed to keep the facility free of contaminants. In the event that pests are identified, C-THREE horticultural scientist may decide to use predatory insects such as lady bugs to control a pest population. If such a course of action is taken staff will make efforts to sustain the population of predator insects by providing food and habitat.

Organically Certified Pesticide Application:

If a plant is identified as contaminated it shall be tagged and immediately removed to the quarantine room where the decision to treat or destroy will be made. Organic pesticides approved for use on vegetable food crops will be used only if absolutely necessary and as a last resort. Application rates and techniques will be strictly followed per the instructions on the label of the pesticide.

10. The Organic Difference

Management has chosen to cultivate marijuana in an organic and sustainable fashion not only because it is environmentally responsible, but also because C-THREE believes that this practice allows plants to more fully realize their genetic traits. The company believes such full expression results in more potent, and effective medicinal plant.

The mentality of most medical marijuana cultivators is very similar to that of a commercial farmer: maximize output, minimize input. The easiest way to grow large amounts of marijuana is to use a hydroponic system. The plants either spend their entire lives in constantly flowing water or are embedded in a sterile substrate and fed at regular

intervals via drip irrigation or a flood table. The water is filled with a potent combination of soluble mineral fertilizers.

The debate between hydroponic and organic, soil cultivators rages on. This row can be correlated with the larger debate within the scientific community as to whether organically grown food (fruits, vegetables, etc...) has greater nutritional content than conventionally grown food. In this larger debate conventional food is defined as that which is grown using synthesized inorganic fertilizers, genetically modified cultivars, and/or chemical pesticides or fungicides. Growing plants hydroponically dictates the use of inorganic liquid fertilizers making it a practice that falls under the category of conventionally grown.

Within the agricultural industry, farmers must comply with the regulations of the FDA. At a minimum it is known that the products used by farmers, even if they are completely synthetic, have been approved for use in food production. This is not the case for medical marijuana. The FDA does not recognize medical marijuana as a beneficial drug, let alone a food, so there are no regulations regarding the types of fertilizers and/or pesticides/fungicides allowed to be used in its cultivation. Under such conditions many medical marijuana cultivators engage in the dangerous practice of using systemic pesticides meant for ornamental flowers as opposed to edible foods.

The legal standing of medical marijuana also prevents it from being certified organic regardless of whether it is grown in such a manner that would meet the requirements set forth by the National Organic Program. The cultivation practices that C-THREE will adhere to were designed by Andras Kirschner to meet the standards of organic certification programs.

C-THREE is taking a similar stance to that of GW Pharmaceuticals in that it believes that the therapeutic effects of medical marijuana come as a result of multiple phytochemical compounds working in a synergistic manner. The levels and types of cannabinoids, terpenes, and other phenols differ from strain to strain lending each a host of characteristic therapeutic properties. The medicinal properties of marijuana are a product of secondary metabolites, specifically phenolic compounds. Cannabinoids are phenolic compounds unique to marijuana that are responsible for the bulk of the plant's therapeutic properties, both psychoactive and non-psychoactive. More than sixty (60) cannabinoids have been identified thus far. Terpenes also exist in marijuana but are not unique to the plant. These compounds are responsible for the scent/taste of the plant, and some of them also have therapeutic and anti-bacterial properties. Marijuana also contains powerful anti-oxidants called flavonoids.

Most studies management has reviewed measure the level of "total phenolic compounds," (often abbreviated as TP). A 2003 study published in the Journal of Agriculture and Food Chemistry concludes, "...results demonstrate a statistically relevant trend of higher levels of TPs in organically and sustainably produced crops." This study looked at the differences in TP between organic and sustainably grown marion berries, strawberries, and corn, as opposed to conventionally grown. The study found organically grown strawberries to have "19.1% more TP's than conventionally grown. Organically grown and air-dried corn was found to have 58.4% higher levels of TP than the conventionally grown." Another article published in 2007 in the same journal reported findings from a

ten-year study comparing flavonoid content in organic and conventionally grown tomatoes. This group of scientists also found that the organic method of cultivation employed throughout the study yielded tomatoes with higher flavonoid and total phenolic content. This article's introduction also mentions other studies which yielded similar conclusions.

11. Strain Background

PHYTO, C-THREE's designated cultivation team, will cultivate coveted strains propagated within small circles of medical marijuana cultivators for decades. The strains are heralded for their specific genetic expressions, superior bioavailability, and efficacy in treatment protocols. Many growers propagate strains that bear the same name as PHYTO's genetics, but the progeny are not identical – these genetics have often been cross bred, but labeled as an original to command a higher price in genetics markets. In contrast, PHYTO remains in possession of, and is pleased to provide, original genetics sought after by patients suffering from epileptic disorders, intractable neuropathic pain, central nervous system disorders, and other prevalent, qualifying conditions.

Sativa, *Indica*, and *Sativa-Indica Hybrid* strains of cannabis have marked differences in their cannabinoid profiles, and yield different effects when mediated by the body's CB1 and CB2 receptors. It is important for patients to be aware of the various cannabinoid profiles made available, as it has been shown that certain profiles are best suited for certain conditions. In consultation with their physicians, patients can select the optimal strain and cannabinoid profile for their condition. It is important to note that these are general guidelines, and the effects of particular strains can vary from person to person.

Sativas

Originating in the tropical climates of south Asia, Sativas are generally the more psychoactive of the two cannabis species. This species and its subspecies tend to contain higher concentrations of THC, and may be more effective in treating the psychological effects of some illnesses, and in palliative care.

Benefits commonly associated with Sativas include:

- analgesic; alleviates or reduces awareness of pain and neuropathic pain
- antiemetic; alleviates nausea
- appetite stimulant
- expectorant

Indicas

The effects of Indicas can include a more physical aspect. It is believed that Indicas originated in the highlands of Asia, northwest of the Himalayas. Indicas tend to be more sedative.

Benefits commonly associated with Indicas include:

- muscle relaxant
- anti-inflammatory

- anti-anxiety; anti-stress
- sleep-aid, anti-insomnia
- antiepileptic; reduces frequency of seizures
- appetite stimulant
- relieves intraocular pressure
- expectorant
- analgesic; reduces pain

12. Strain List

In consultation with Phyto Management and the WERC Shop, and after considerable analysis of available data, C-THREE has selected the following strains for cultivation in the first year of operation. Our driving tenant in identifying these varieties was patient care – we chose a range of strains that will effectively address the list of qualifying conditions, including strains very high in CBD content and low in THC content. Strains were also selected for their time-to-flower and historical yields to ensure that C-THREE is consistently yielding a sufficient supply of medical-grade cannabis. See Cultivation Plan Appendix G.1 for additional information on C-THREE perpetual-harvest cultivation plan.

The following chart provides an overview of C-THREE’s strain selection. It should be noted that **C-THREE will not employ any street names** commonly associated with these genetics; street names are provided herein for application purposes only and ease of reference.

	Street Name	Genetics	Reported Benefits/Symptoms	Qualifying Conditions
1	Malawi	Sativa	Intractable Pain; Neuropathic Pain; Appetite Stimulant; Anxiety/Depression	Cancer, HIV/AIDS, Crohn’s, PTSD
2	Blue Dream	Sativa	Intractable Pain; Neuropathic Pain; Anxiety/Depression	Cancer, HIV/AIDS, Multiple Sclerosis, Crohn’s
3	Durban Poison	Sativa	Anxiety; Anti- Emetic	Glaucoma, Cancer, HIV/AIDS, Multiple Sclerosis and Parkinson's
4	Sour Diesel	Sativa- Dominant Hybrid	Intractable Pain; Neuropathic Pain; Appetite Stimulant; Anxiety/Depression	Cancer, HIV/AIDS, Multiple Sclerosis, Crohn’s, PTSD

5	Original Diesel	Indica-Dominant Hybrid	Intractable Pain; Neuropathic Pain; Appetite Stimulant; Anxiety/Depression; Migraine, Anti-emetic; Insomnia	Glaucoma, Parkinson's, Multiple Sclerosis, Crohn's, Epilepsy, Cancer,
6	Face Wreck	Sativa Dominant-Hybrid	Anxiety/Depression Neuropathic Pain	Glaucoma, PTSD, Multiple Sclerosis, Crohn's, Parkinson's
7	Ghost Train Haze	Sativa Dominant-Hybrid	Appetite Stimulant; Anxiety/Depression	PTSD, Cancer, HIV/AIDS, Multiple Sclerosis
8	Larry OG	Indica Dominant-Hybrid	Appetite Stimulant; Anxiety/Depression; Migraines; Insomnia	Cancer, HIV/AIDS, Crohn's, Cachexia, Multiple Sclerosis
9	Flo OG	Indica-Dominant Hybrid	Appetite Stimulant; Anxiety/Depression; Migraines	PTSD, Cancer, HIV/AIDS, Multiple Sclerosis, Crohn's
10	Blockhead	Indica	Intractable Pain; Neuropathic Pain; Appetite Stimulant; Insomnia	Cancer, HIV/AIDS, MS, Cachexia, Glaucoma
11	Sour Bubble	Indica	Neuropathic Pain; Appetite Stimulant; Insomnia	HIV/AIDS, MS, Cancer, Cachexia, Glaucoma, Epilepsy
12	Sour Tsunami II	Indica-Dominant Hybrid	High CBD:THC Ratio; Immune System Repair; Intractable Pain, Neuropathic Pain; Neuropathic Regulation; Digestive Aid; Regulates Inflammation; Muscle Spasms; Insomnia; Anxiety/Stress	Epilepsy, Crohn's, Multiple Sclerosis, Parkinson's, Intractable Spasticity caused by Spinal Cord Trauma, Cancer

13. Concentrates and Extraction

Concentrates offer a pure, concentrated source of the active compounds found in the marijuana plant. Whether by pulmonary uptake (smoke or vapor), transdermal absorption (topicals), or metabolizing (pills/edibles), concentrates can be helpful to patients that require larger doses, including those enduring chemotherapy. Concentrates are created through an extraction process whereby the resinous trichomes are separated from raw flower and plant matter and collected.

C-THREE's has partnered with highly experienced extraction technicians as overseen by Phyto Management and the WERC Shop. These technicians will utilize three (3), proven, solvent-free extraction techniques. The extraction team has researched and concluded the safest and most medicinally active extraction techniques are: Dry Sieve Extraction (DSE), Cold-Water Extraction (CWE), and Direct Heat Infusion (DHI). Each is effective in extracting the cannabinoid and terpenoid-rich resin heads, and without (the commonly used) toxic petroleum distillates or environmentally harmful tactics.

Extraction, Generally

Before any extraction can commence, stems, fan leaves, and general plant debris must be carefully removed and separated. This process is performed by Phyto Management's skilled cultivation support team – proper handling of the raw flower is critical in preserving the purity of the flower, and the integrity of the cannabinoid-rich resin heads. The resulting plant material is processed utilizing a dry sieve, and then subjected to cold water extraction or direct heat infusion. See sections 6a-c, *infra*, for additional detail.

Once extracted, cannabinoids and terpenes, can be consumed via pulmonary uptake (vapor or smoke). Cannabis resin is a hydrophobic oil, meaning it is insoluble in water but soluble in lipids (oil/fat) and alcohol. The extract or raw plant material can be infused directly into butters, cooking oils, alcohols, and hypoallergenic moisturizers for optimal transdermal absorption or metabolizing.

In the C-THREE production facility, such infusion will occur in a botanical extractor appliance named “MagicalButter.” Playful name aside, the appliance is a stainless steel, industrial-grade processor designed specifically for botanical extraction and infusion. The appliance is fully automated; a microprocessor affects a set of sequences depending on the substrate to be infused. An integrated digital thermostat precisely maintains the temperature between 160-250 degrees Fahrenheit. After infusion, the substrate is strained of plant material and ready for laboratory testing.

The MagicalButter botanical infusion device was manufactured to work with the following;

- Butter
- Tincture – vegetable glycerin
- Olive oil
- Coconut oil
- Sunflower oil

- Avocado oil
- Hypoallergenic Moisturizers

13 (a) Dry Sieve Extraction

DSE is labor intensive, especially when performed by hand, as C-THREE has committed to. It is highly effective, however, in isolating the resin powder from the plant material – a necessary step in concentration – without compromising the integrity of the terpenoid rich essential oils. Resin powder consists of the encapsulated, bulbous glands which are filled with a viscous cannabinoid and terpene substance. Once isolated, collected, and processed, the concentrate is readily and consistently dosed during the infusion process, after strict lab screens for purity and profiling. The remaining plant material (fan leaves, stems, small flowers) can be processed via cold-water extraction or direct heat infusion to create additional concentrate or substrates.

13 (b) Cold Water Extraction

After dry sieve extraction the remaining plant matter can yield quality and substantial amounts of concentrate in CWE. Fresh or dry plant material is placed in a sterile mesh bag, and submerged in a bath of ice water in a commercial grade, stainless steel washing machine. The machine gently agitates the water for approximately 30 minutes. Next, the water is drained and strained through additional screens that allow the dislodged resin glands to sink rapidly to the bottom of the collection well, where they can be collected and dried. Essential oils evaporate when exposed to the water, so this technique produces a concentrate with less terpenes than the previously described dry sieve technique but is pure and without any harmful petroleum residues.

13 (c) Direct Heat Infusion

Cannabinoids and terpenes are readily dissolvable in vegetable oils which may be used for both extraction and as a substrate. Oils are for the most part non-soluble in water and therefore they do not extract excessive water-soluble constituents, like chlorophyll. There are practical limits to the potency that can be achieved extracting with oil, because as the oil becomes saturated with cannabis terpenes the solvent action slows down before stopping altogether. A key factor in achieving maximum removal rates and efficiency, is keeping the boundary layer between the un-dissolved resins and the unsaturated oils used for extraction regularly removed and this is accomplished by mixing. The appliance chosen has an internal mixer that is activated at regular intervals to accomplish maximum infusion.

14. List of Marijuana Infused Products

Product Type	Extraction Technique
Extract (Concentrates)	Dry Sift / Cold Water
Standardized Oral Spray	Direct Heat Infusion
Coconut Infused Oil	Direct Heat infusion
Transdermal Patches	Direct Heat Infusion
Topical Oils and Moisturizer	Direct Heat infusion
Pills and Capsules	Dry Sift / Cold Water Extraction

15. Cannabinoid Profiling

Led by the Werc Labs scientists, Dr.. Raber Ph.D and noted research scientist Sytze Elzinga, at least four (4) samples of each batch of harvested marijuana shall be Standard Plate Count tested to verify the batch is free of bacteria, molds, and fungi. Cannabinoid profiling will be completed in-house using, when economically feasible, a quadrupole mass spectrometer / liquid chromatograph, in addition to the registered, independent laboratories in Connecticut. A sample profile has been attached to the end of the document. Additionally, all harvested and dried marijuana will be tested for bacteria, mold, fungi, terpenes, and cannabinoid profiles prior to being prepackaged for sale to client dispensaries.

Cannabinoids

- **delat-9-tetrahydrocannabinol (THC)** Boiling point: 157°C / 314.6 degree Fahrenheit Properties: Analgesic, Antiinflammatory, Antioxidant, Euphoriant, Antiemetic,
- **cannabidiol (CBD)** - Boiling point: 160-180°C / 320-356 degree Fahrenheit Properties: Anxiolytic, Analgesic, Antipsychotic, Antiinflammatory, Antioxidant, Antispasmodic
- **cannabinol (CBN)** Boiling point: 185°C / 365 degree Fahrenheit Properties: Oxidation, breakdown, product, Sedative, Antibiotic
- **cannabichromene (CBC)** Boiling point: 220°C / 428 degree Fahrenheit Properties: Antiinflammatory, Antibiotic, Antifungal
- **cannabigerol (CBG)** Boiling point: MP52 Properties: Antiinflammatory, Antibiotic, Antifungal
- **tetrahydrocannabivarin (THCV)** Boiling point: < 220°C / <428 degree Fahrenheit Properties: Analgesic, Euphoriant

16. Terpene Profiling

Led by C-THREE’s product developers Jeff Raber and Sytze Elzinga, Werc was the first laboratory to begin profiling terpenes within medicinal cannabis in the summer of 2011. Werc remains the leader in this new frontier, screening for 37 different terpenes using advanced gas-chromatographic techniques. Terpenes are critical to confirming that a strain is the particular strain it is claimed to be, and **they are ultimately responsible for delivering the complex effects provided by whole plant medicinal cannabis products.**

Comparing the values of THC, CBD, CBN (an artifact of improper analysis which does not actually exist in fresh flowers), and other basic cannabinoid will not reveal whether a strain is most helpful in treating a qualifying condition; cannabis is far more complex than one or two cannabinoids. **Terpenes modify and modulate the effects of THC and other cannabinoids**, and impact the overall medicinal properties of the particular cultivar. Terpenes are also predominant players in the smell and taste of medicinal cannabis.

Terpenes are all flavor and fragrance components common to human diets, and they have been designated “Generally Recognized as Safe” by the US Food and Drug Administration. Terpenes share a common precursor with phytocannabinoids and they are quite potent, being known to affect animal and even human behavior when inhaled from ambient air at serum levels in the single digit ng/mL range. It doesn’t take much of them to make a physiological impact. Terpenes display unique therapeutic effects that may contribute to the overall effects of medicinal cannabis; a reason whole based medicines are superior to single-molecule cannabinoid therapies like Marinol® or other synthetics like Rimonabant. The synergy of terpenes and cannabinoids are most likely responsible for providing the effective treatment of pain, anxiety, epilepsy, inflammation, depression, cancer, fungal and bacterial infections, including methicillin-resistant *Staphylococcus aureus*. Terpenes are the components responsible for the plethora of powerful medicinal benefits delivered by cannabis.

A recent publication by Ethan Russo of GW Pharmaceuticals in the British Journal of Pharmacology (<http://10.1111/j.1476-5381.2011.01238.x>) describes this effect, which is now being termed the entourage effect. For medicinal cannabis patients to receive the proper medication, finding the right strain/product required to meet their medical needs, they will need to understand the terpene content and seek to harness the complete entourage effect being delivered by their particular strain selection. To our knowledge, Werc is unique in the breadth of terpenes it analyzes; thus it is only lab that can possess a fundamental understanding of a cannabis strain at this time.

Recently a particular cultivator discovered this important differentiation. Having submitted a variety of new strains they were working on developing, unique terpene profiles were observed. Out of approximately 10 different samples submitted, if you were to only look at THC and CBD content, the strains would have appeared only average and non-unique. However, comparing their terpene profiles revealed significantly new strains had been created which possessed profiles unlike anything our laboratory had seen before. If these samples were processed at another lab, they most likely would have sacrificed these new strains assuming they were still common. Initial explorations are exceptionally promising, and the patients being positively impacted by these unique strains are the ultimate beneficiaries.

Currently there is not a great deal of information known about the terpenes and their combined effect with the cannabinoids present in cannabis, and certainly not in any vast combination like you experience with any strain you encounter today. Individually there is a small understanding of some of the effects of these molecules in general, and can be described as follows.

Pinenes: Pine odor, bronchodilators that opens the lungs to possibly improve THC absorption. Responsible for increasing focus, self-satisfaction, and energy.

Caryophyllene: Sweet, woody, clove taste responsible for anti-inflammatory and neuroprotective effects through CB2 receptor activation.

Linalool: Floral smell that is believed to provide some anti-cancer effects as well as being known to cause severe sedation.

Limonene: Has a citrus scent and may possess anti-cancer, anti-bacterial, anti-fungal and anti-depression abilities.

Myrcene: Most likely effects intake of THC by brain cells to increase the overall effects of THC when ingested together.

It is important to note that while the effects listed above were predominantly found for the single component being studied individually. The effects within a cannabis matrix may be far different than when delivered alone. We strongly suggest patients seek to understand their preferred strains by identifying the top few terpenes (now found on our labels) and continue to seek the same medicine in the future through identification of a similar top terpene fingerprint, whether or not the name of the strain is the same.

C-THREE wants to develop the best natural products for the registered patients of Connecticut, and is pleased to be partnered with the scientists capable of properly investigating and analyzing terpenes. C-THREE intends to develop the next generation of cannabis therapeutics truly designed to address specific conditions. In fact, Werc scientists have recently developed **new product formulations and processing methods for a variety of products, including capsules, edibles, tinctures.**

Werc Labs currently screens for the following Terpenes:

- α -Bisabolol
- Borneol
- Camphene
- Campher
- Δ^3 -Carene
- β -Caryophyllene
- Caryophyllene oxide
- α -Cedrene
- β -Eudesmol
- (+) Fenchol
- Geraniol
- Guaiol
- α -Humulene
- Isoborneol
- Limonene
- Linalool

- Menthol
- Myrcene
- Nerol
- cis-Ocimene
- trans-Ocimene
- α -Phellanderene
- α -Pinene
- β -Pinene
- Sabinene Hydrate
- α -Terpinene
- α -terpineol
- Terpinolene
- α -Guaiene (t)
- Elemene (t)
- Farnesene (t)
- Germacrene B (t)
- Guaia-1(10),11-diene (t)
- t-2-Pinanol (t)
- Selina-3,7(11)-diene (t)
- Eudesm-7(11)-en-4-ol (t)
- Valencene (t)

17. C-THREE Cultivation Policies & Procedures as Supported by *AgriSoft™*

C-THREE’s Cultivation Policies & Procedures incorporate industry best practices crafted from more than a decade of experience and input from top cultivation providers, and Compliance Consultant Matt Cook. They are updated on an on-going basis in a constant stride toward improvement. The backbone of C-THREE Policies & Procedures includes state-of-the-art software, *AgriSoft™*.

AgriSoft™ Inventory Management and Tracking Software

AgriSoft™ inventory management and tracking software – a true marijuana seed to sale tracking system – helps insure transparency, consistency, and accountability at each level of operations. In addition to providing essential Point-of-Sale (POS) functionality, *AgriSoft™* streamlines and enhances regulatory compliance, leveraging biometrics and RFID (barcode) tracking. A physical RFID code is assigned and tied to each plant from the moment it is planted, allowing the plant to be tracked and immediately located at each point in the supply chain (seed to sale).

Biometric scanners at each Restricted Access point of ingress allows C-THREE to limit access to authorized personnel, and track which individuals have been in specific areas down to the minute and second. Biometric scanners are likewise tied to the network – an employee must scan his or her thumb print to access the system, which confirms their identity, and records each activity and keystroke.

Further, *AgriSoft™* governs a network of 360-degree high resolution cameras that digitally record all areas of the facility. In addition to a searchable video record, the

video feed can be streamed to a secure website, accessible in real-time by C-THREE security and Connecticut State Police. This allows authorized persons to view inside the facility in real-time, 24 hours a day.

AgriSoft™ also allows for seamless, robust record keeping, producing real time financial data and analysis, and a measure of taxes owed at each level of the business. The records and the system run on a highly-secure cloud-based system, on servers located 85 feet underground supported by redundant power, redundant environmental, redundant connectivity, and state-of-the-art firewall systems employing advanced network intrusion prevention technologies; AgriSoft™ has been designed to ensure that all information is safely stored and ready to be retrieved at all times.

17 (a) Diversion-prevention, tracking, and security software and hardware technology:

- **Tracking of cloned and germinating plants:** Agrisoft™ tracks germinating plants by count and strain (varietal) until moved to the vegetative growth step where the plants are then assigned a unique plant identifier: a tag that contains a radio-frequency identification code (RFID) and bar code. An attribute will be provided to allow indication of whether the plant is a seedling, clone, or mother plant. These codes will be used to authenticate each plant in the growing facility throughout its life cycle from clone through harvest. For each inventory transaction in the System, RFID and bar code scans will automatically update the software with each plant's codes. The System will allow for the addition of new plant inventory items, including, but not limited to: strain, plant ID codes, status in growth cycle, date, and added by.
- **Scanners:** Hand-held RFID scanners and bar code scanners will automatically input to the System the presence of each plant in its assigned growing area within the facility. Scanners also will also be used to document when a plant is moved from one growing area to another. Stationary RFID scanners may be installed at the entrance to each doorway to track relocation of plants throughout the growing facility.
- **Marijuana product tracking requirements:** The System will allow tracking of marijuana plants through growth States: propagation (germinated/cloned), plants in vegetative growth, and flowering plants.
- **Transfer of growing plants:** The System will track transfer of plant inventory between growth stages and locations. Data input may include, but is not limited to: transfer date, transfer source and destination, order number, list of plants transferred, and transferred by.
- **Tracking of cultivation practices:** The System will track the application of fertilizers, pesticides, and any other compounds and/or products applied to each batch of plants.
- **Tracking of harvest:** The System will allow for tracking of harvested marijuana product, curing of product, processing, extraction, packaging, storage in inventory, transfer to point-of-sale inventory, and retail sale of marijuana. Product will be weighed, wet or dry, at each stage of harvest, curing, and storage. Data input fields may include, but not be limited to: strain, product name, product

type, product ID codes, unique plant identifiers, lot (batch) number, and quantity or weight of yield.

- **Tracking of packaged marijuana:** The System will allow for data input of packaged product strain, product name, product type, product ID codes, unique plant identifiers, lot number, batch number, net package weight, and units of measure.
- **Traceability requirements:** The System will facilitate the tracing of product inputs back to their origin. The inventory of each package will be tracked by product ID and a lot (batch) number. Data fields may include, but not be limited to: strain, product name, package ID, unique plant identifiers for each plant included in the lot, weight, and units of measure.
- **Cameras:** Stationary cameras will be installed throughout the growing, curing, trimming, packaging, storage, and dispensing areas of each facility. They will record activity 24 hours per day, seven days per week, and they may be motion activated. Video recordings will be stored for later review and audits.

17 (b) Inventory tracking data points for prevention of diversion:

- **Inventory receiving:** The System will include functionality to allow input, tracking, reporting, and storage of information about marijuana products received at Licensee facilities from other Licensees. Data input may include, but is not limited to, the following fields: receipt date, received by, source Licensee name, source Licensee number, order number, items shipped and/or received—including but not limited to product ID, product name, lot number, batch number, weight, and quantity.
- **Add/edit location:** The System will allow input of user-defined inventory locations within a facility, including, but not limited to: germination and clone room, vegetative/growth room, harvesting/flowering room, trimming room, curing room, packaging area, quarantine area, other storage area, and retail area.
- **Add/edit product type:** The System will allow input of product types, including but not limited to: plant strain, extract type, and infused product types.
- **Create the work order/product batch:** The System will allow for products (matured, harvested buds and extracts) to be composited into new products. Inputs will include, but not be limited to the following fields: product type, product ID, units of measure of product yield, number of units yielded, component item information for all items containing marijuana products, including product ID, product name, lot number, and quantity. So that product inputs may be traced back to their origin, the inventory of each product batch is tracked by the product ID and a unique lot number created for each new product batch.
- **Transfer products to locations inside Licensee facilities; to laboratories; and transfer of samples to outside Licensees:** The System will allow input of inventory transfers between facility areas, including, but not limited to: date of transfer, transferred by, order number, source, destination, list of transferred products, including product ID, product name, strain, lot number, and weight/quantity. This feature also allows for transfers of small quantities of product to testing laboratories, and the transfer of samples. The System will have the ability to track samples of marijuana or marijuana-infused products between

Licensees. Input may include, but is not limited to: date of transfer, transferred by, source Licensee number, list of transferred products including product ID, product name, lot and/or batch number, weight and quantity.

- **Adjustment and disposal of inventory:** The System will allow input of inventory adjustments such as disposal, wastage, and theft, including, but not limited to: date of adjustment, adjustment type, plant or other product ID, lot number, batch number, weight/quantity, and explanation.
- **Quality Assurance:** The System will allow input of information about product that has been tested by laboratories including, but not limited to, date of transfer, transferred by, order number, source Licensee number, laboratory name, laboratory license number, and State agent name. A list of transferred products will include product ID, product name, lot and/or batch number, and weight/quantity. Quality assurance test results for any lot or batch will be accessible by the State and any Licensee. The System will allow the State and Licensee to search, upload, and download test results in a PDF, Excel, and/or other document formats.
- **Transfer Manifest:** The System will provide functionality for producers, processors, and retailer Licensees to create transfer manifest documents. Transfer manifests will be stored and tracked by the System. Input data may include, but is not limited to: ship-from name, Licensee number, and route description. For each item, there will be a destination address, destination name, license number, address, product description, product ID and lot number, quantity/weight/units of measure. Transfer manifests may be used as shipping documents for transfers between locations within an organization or sales between Licensees.
- **Inventory seizure:** The System will allow State users to input inventory items that have been seized by the State.

17 (c) Marijuana-infused product processor inventory-tracking data points:

- **Processing event tracking:** The System will allow producers of marijuana-infused products to track production events. These events will be tracked by process, yield in weight or volume, lots and/or portions used to create a batch of extract, extract batches used to create a batch of infused marijuana product, total yield of batch, and individually packaged units of marijuana-infused products
- **Disposal of marijuana:** The System will track disposal of marijuana, including the following data fields: usable plant material, net weight and units of measure for all plant material, extract, and marijuana-infused product, and reason for disposal.
- **Generation of reports:** The System will provide robust reporting functionality for State personnel to determine compliance with State statutes and rules among producers, processors, and retailers. The System will be capable of downloading and searching datasets to create multiple State-mandated reports.
- **Export of data:** The System will provide functionality to export report data to a variety of formats, including, but not limited to: Microsoft Excel, CSV, and text.
- **Audit tracking:** The System will provide full tracking of changes to all application data, including date of change, System user ID, type of change (insert, update, delete) and original and updated field values.

18. Quality Assurance/Quality Control

Quality control starts with intelligent design and begins from the ground up. Accountability, clearly defined roles and responsibilities, and empowered workforce bolster this tenet that lies at the core of C-THREE's corporate culture.

C-THREE designs its policies and procedures based on pharmaceutical labs, cGMP, and cleanroom procedures. Additionally, C-THREE's Sytze Elzinga is deeply experienced in controls: Mr. Elzinga previously worked for Farmalyse, the pharmaceutical laboratory which manages the quality control of the Dutch national medical marijuana program. At Farmalyse, Mr. Elzinga was responsible for the quality control of all medicinal cannabis for the Dutch pharmaceutical market where the dried flower products are provided through pharmacies under prescriptions.

Besides the aforementioned screening, C-THREE staff will conduct Plant to Package Screening (PTPS). PTPS shall be an ongoing part of daily activities within the Cultivation Center, and will work to safeguard all C-THREE products. All medical marijuana will be screened throughout its growth and harvest. Testing prior to packaging, and screening all material as it is being packaged will ensure that no contaminated or otherwise adulterated medical marijuana leaves the premises. Any medical marijuana that is deemed unfit for sale will be destroyed according to procedures set forth in the Security Plan. Furthermore, the cannabinoid content of all plant matter will be tested and the results shall be included on the label.

18 (a) Hand-Harvesting & Trimming

All C-THREE plants will be harvested by hand. During this process, branches containing mature flowers will be removed from the main stems and placed on hangers. These hangers will in turn be placed on taught cables strung on rolling racks. Once these rolling racks are filled with harvested marijuana they will be moved into the Processing Room. Once harvested medical marijuana has been brought into the Processing Room it will be trimmed by hand and/or machine.

18 (b) Sterilization

All equipment, tools, and utensils used to harvest, trim, or otherwise process medical marijuana, edible medication or other medicinal preparations, including kitchen utensils, will be sterilized according to procedures detailed in the Product Safety and Labeling Plan, and Staff Handbook. These documents also include procedures for the post-harvest sanitization of Flowering Rooms, and the regular cleaning/sanitization of the Kitchen.

18 (c) Process Flow & Cleanroom Protocol

The C-THREE Cultivation Center was designed to accommodate a process-flow based system built around cleanroom protocols. Anyone entering Limited Access Areas shall follow strict gowning procedures.

18 (d) Drying & Curing

Drying and Curing are the two final steps to producing high quality medicine. The temperature and humidity levels of both the Processing and Drying & Curing

rooms shall be monitored closely as a means of controlling the moisture content of the harvested marijuana. It is of the utmost importance that the flowers not become overly dry before they are trimmed and removed from the stem.

Once the trimmed marijuana is removed from the stem it is placed in a curing closet where the humidity will be closely controlled. Curing is a critical step in the creation of the highest quality medicine. The goal is to have just the right amount of moisture present in the marijuana flowers before it is packaged. Proper curing ensures that the unique medicinal properties of each particular strain are fully realized.

18 (e) Consistency

Consistency begins by propagating identical clones of each strains, and is confirmed with terpene screening. Growing genetically identical plants ensures the highest degree of consistency across all areas of the final-product including C-THREE chemical content (e.g. THC, CBD, and other secondary metabolites).

C-THREE will also be precisely tracking the growth of the medical marijuana, and closely monitoring the environmental conditions of the Cultivation Center according to standard operating procedures. This will work to ensure the consistent and optimized feeding regiments. When plants are grown with consistent conditions and feedings the cannabinoid profiles are consistent.

Additionally, medical marijuana will be tested to determine its phytochemical contents (cannabinoids, and other secondary metabolites) at regular intervals during its growth, and post-harvest before being packaged and sold.

18 (f) Quality Assurance

All medical marijuana will be screened throughout its growth and harvest. Testing prior to packaging, and screening all material as it is being packaged will ensure that no contaminated or otherwise adulterated medical marijuana leaves the premises. Any medical marijuana that is deemed unfit for sale will be destroyed according to procedures set forth in the Security Plan. Furthermore, the cannabinoid content of all plant matter will be tested and the results will be included on the label.

19. Product Safety

Product safety begins with best practices across the staff and facility. Accordingly, Detailed Policies & Procedures will govern each discipline within the facility, with clearly defined roles and accountability for managers and employees. Additionally, before beginning their employ, each employee will receive the C-THREE Employee Manual and the applicable Policies & Procedures manual for a given department. Each employee will likewise be trained, including written tests to ensure they understand their roles and C-THREE standards of performance.

19 (a) Facility Design and Construction

The facility has been designed for optimal process flow. The following building

materials and construction techniques will be used:

- Hard, impervious, smooth surfaces with no sharp angles or edges, in order to prevent particle generation
- Covered corners and angles to facilitate thorough cleaning.
- Smooth, flush details to abutments with openings or the interface of different materials so as not to inhibit air circulation.
- Crack and crevice free construction.
- VOC free, anti-microbial, anti-fungal paints.

19 (b) Gowning Requirements

Staff and their garments are, potentially, the most significant sources of microbial, particulate, and insect contamination. Staff shall follow the Cleanroom Gowning Procedures when changing into provided sterile garments prior to entering the bio-safe areas of the Production facility. These garments shall consist of medical scrubs without pockets, head coverings, and sterilized Crocs (footwear).

19 (c) Cleanroom Gowning Procedures

In order to maintain a progressive bio-safe process flow, the C-THREE Cultivation Center will be divided into the following three categories of operational areas:

Black – Unsanitary and not bio-safe.

- Enter the changing area, remove shoes and socks, and place in designated storage area;
- Remove outer clothing and jewelry;
- Proceed to shower / wash room;
- Shower for at least two (2) minutes paying particular attention to washing between fingers and under the nails;
- Use foot operated wash basin to wash hands and arms up to elbows for 1-2 minutes at least, paying particular attention to washing between the fingers and under the nails;
- Dry body completely using provided fresh towels or air dryer;
- Place used towels in designated hamper.

Grey – Half of the gowning room will be a Grey area. There will be no public traffic through this room as access shall be restricted to authorized personnel and visitors.

- Sit on step over bench and put on provided clean socks as you swing each leg over.
- Do not allow socks to come into contact with floor in black area.
- Select the appropriate size medical scrubs.
- Follow the above procedure as to not let the suit touch the floor. These two piece suits should be put on as follows:
 - Select the top half of the suit and put it on by pushing the sleeves through

- with the hands, then pulling it over the head.
- Put on the bottom half of the suit by pushing through with the feet, one at a time without letting the garment touch the floor.
- Put on pair of sterile Crocs.

White – Bio-safe clean rooms. All authorized personnel, and/or visitors will have already changed into sterile garments, head coverings, and footwear. Before entering the clean rooms the operator must:

- Be wearing clean scrubs
- Be wearing sterile Crocs
- Put on a cover cap ensuring that no hair is showing.

19 (d) De-gowning Procedures

- Sit on step over bench and remove Crocs.
- Sterilize Crocs one at a time following these steps:
- Spray with hydrogen peroxide solution, making sure to cover all areas of the shoe;
- Wipe down and place disposable wipes in recycling bin;
- Place Crocs on storage rack;
- Remove dirty scrubs and place in designated hamper.

19 (e) Daily Systems Check

A walk through of the Cultivation Center will be performed at the start of every day to ensure that all equipment is functioning properly.

- Check environmental systems data from the previous night to ensure there were not any anomalous fluctuations in conditions that could denote a systems malfunction.
- Use the logbook to take note of anything not functioning properly.
- If a device such as an air conditioner fails call the designated service person immediately and update the items status.
- Plan to replace items such as cultivation lights and carbon filters one (1) week before their scheduled replacement date.

19 (f) Sanitization

Cleaning formulations of hydrogen peroxide and vinegar will be used during regular and careful janitorial activity. In the event of serious contamination more severe actions will be taken to restore the sterility of the environment. Before C-THREE begins operating the Cultivation Center each room will be gassed by allowing a solution to evaporate while all vents and air handling units are turned off. After the recommended period of time has passed ventilation systems will be reactivated. This process will be repeated in each of the individual cultivation rooms according to a regular schedule or as needed hereafter. These additional sanitization protocols will also be followed:

Mixing & Feeding Equipment Sanitization

- Measuring devices and utensils shall be cleaned and stored after each use to avoid cross contamination.
- The mixing tank and compost tea brewer shall be cleaned after each use.
- The hose and pump used for dispensing liquid fertilizers will be rinsed with water until clean after each use.
- The soil mixer shall be vacuumed and rinsed after each use.

Post-Harvest Sanitization

- All soil filled pots shall be removed from the flowering room.
- Large debris shall be cleared and vacuumed.
- All surfaces shall be sterilized using Bio Clean followed by a hydrogen peroxide and vinegar rinse.
- Any residues will be washed from walls, cultivation equipment, and clothing.
- All hand-tools shall be sterilized regularly.

19 (g) Harvesting

All C-THREE plants will be harvested by hand. During this process the branches holding flowers will be cut from the main stem using sterilized pruning tools. The largest fan leaves will be removed and these partially trimmed branches will be hung on wheeled racks. After all of the plants in the particular room have been harvested the wheeled racks holding the hanging marijuana will be moved into the processing room. The humidity and temperature of the processing room is closely monitored and controlled so that the marijuana is dried over the optimum period of time.

19 (h) Processing

After the marijuana has been harvested, it will be trimmed by hand or by machine prior to being cured, packaged, and stored. The ratio of marijuana trimmed by hand and by machine will be changed according to client demand.

19 (i) Storage

All trimmed and packaged marijuana will be stored in the vault which is located in a locked room within the Limited Access Area.

19 (j) Testing

Samples from each batch of flowers will be tested using microbiological screening to ensure that C-THREE medication is free of molds, bacteria, and any other pathogens prior to packaging.

19 (k) Material Safety Data Sheets

There will be a binder containing material safety data sheets for any cleaning / sanitizing solutions, pesticides, or any other chemicals used on premises kept within the monitoring room.

20. Kitchen and Ingestible Preparation

Within the facility, C-THREE has designed and will build a commercial-grade Kitchen

that includes: commercial ranges, commercial ovens, commercial refrigerators and freezers, stainless-steel worktables, kitchenware, sanitation equipment, and warehousing equipment. In addition the facility design includes a ADA-compliant men’s and women’s locker room and dressing area, hand washing stations, and toilet facilities compliant with the Connecticut Food, Drug and Cosmetic Act, Connecticut General Statutes, sections 21a-91 to 21a-120, inclusive, and, Connecticut 58 General Statutes, sections 21a-151 to 21a-159, inclusive, regarding bakeries and food manufacturing establishments.

All goods and foodstuffs shall be prepared using high quality, nutritional, bioavailable ingredients such as natural sweeteners with low glycemic indexes. Artificial sweeteners, partially hydrogenated oils, (trans-fats), and other unnatural ingredients will not be used. In addition to displaying all of the nutritional information on the labels as required by CFR Title 21, Part 101, C-THREE will also provide client dispensaries with informational pamphlets to distribute along with the products that provide further details regarding the strain of medical marijuana used to prepare the ingestible item.

20 (a) Kitchen Construction

The following guidelines have been shall apply in the construction of the C-THREE kitchen to ensure it meets the requirements of the aforementioned applicable Regulations and laws. C-THREE has allocated sufficient capital in its budget to execute on the following:

The Kitchen shall include:

- Three bin stainless steel sink;
- Floor drain;
- Mop sink;
- Sealed epoxy floors will be smooth, impermeable, clean, and sanitary;
- RFP walls will be easily cleanable;
- Adequate commercial grade lighting;
- Commercial freezer;
- Commercial refrigerator; and
- Counters and food contact surfaces will be made of a non-absorbent corrosion-resistant material such as stainless steel or Formica;
- The Kitchen will be equipped with a 30 gallon minimum electric water heater with a hot water temperature of no less than 120 degrees;
- Trash and compost containers will be covered, fly-tight, and metal or plastic;
- The refrigerator and freezer will each be equipped with an easily readable thermometer, and
- All stored food products will be wrapped or covered.

20 (b) Equipment List for Infusion Laboratory

- Aluminum Sheet Pans (17-3/4" x 12-7/8" x 1)
- American Weigh AMW-1000 Compact Bench Scale, 1000 by 0.1G
- 8" Impulse Sealer- Cellophane Bag Sealer
- Adam Equipment Portable Bench Scale, 16kg Capacity, 0.5g Readability

- Lasko 1843 18" Remote Control Cyclone Pedestal Fan
- Optimus F-4184 18" Industrial Grade High Velocity Stand Fan
- Polyethylene Bag and Tubing Heat Impulse Sealer-Foot Operated
- 4"x4", 4"x6", 4"x8", Crystal Clear Zip Bags, 4mm w/ round hole
- Wax Paper
- Hair Nets
- Kimberly-Clark purple Nitril Exam Gloves
- Repeating Pipette for Volumes 1ul to 5000ul
- Repeating Pipette Tips- 25ml and 10ml
- Commercial Chrome Steel Wire Shelves- 48"L x 18"W x 72"H
- Price Tag label Gun

20 (c) Gowning & Additional Policies

All staff shall follow the aforementioned Cleanroom Gowning Procedures prior to entering the facility. Additionally, staff shall adhere to the following policies:

- Wear a clean apron.
- Maintain adequate personal cleanliness.
- Removing all unsecured jewelry and other objects that might fall into food, equipment, or containers, and removing hand jewelry that cannot adequately sanitized during periods in which food is manipulated by hand. If such hand jewelry cannot be removed, it may be covered by material which can be maintained in an intact, clean, and sanitary condition and which effectively protects against the contamination by these objects of the food, food-contact surfaces, or food-packing materials.
- Wear provided sterile gloves.
- Staff shall wear hair coverings, headbands, caps, beard covers, or other effective hair restraints.
- Limiting the following to areas other than where food may be exposed or where equipment or utensils are washed: eating food, chewing gum, drinking beverages, or using tobacco.
- Taking any other necessary precautions to protect against contamination of food, food-contact surfaces, or food packaging materials with microorganisms or foreign substances including, but not limited to, perspiration, hair, cosmetics, tobacco, chemicals, and medicines applied to the skin.

20 (d) Personnel - Cleanliness and Hygiene

- Staff shall clean themselves properly before entering the kitchen.
- Hands shall be washed thoroughly before preparing ingestible items, after each absence from the kitchen, and at any other time when the hands may have become soiled or contaminated.
- Head coverings will be worn by all employees at all times.
- Staff shall immediately wash hands and arms thoroughly before returning to work in the kitchen after visiting the restroom or after hands or arms have become soiled.
- Staff shall be free of communicable diseases, open sores, cuts or any sign of infection on hands and arms.

20 (e) Equipment and Utensil Cleaning and Sanitization

- All equipment and utensils, including counters, tables, refrigerators, ovens, hoods, racks, conveyors, proof box, etc., shall be kept clean and free from dust, dirt, insects and other contaminating materials.
- Utensils used in handling potentially hazardous foods will be cleaned after each usage and sanitized prior to reuse.
- Food contact surfaces of all equipment shall be cleaned daily and sanitized prior to usage, except for the following, which shall be cleaned as necessary to prevent contamination but need not be sanitized:
 - Flour sifters and proofers;
 - Flour handling equipment, conveyor belts, equipment housing, and structural surfaces that remain dry;
 - Bread pans, dough troughs, dividers, rounders, overhead proofers, cake tins and similar equipment and utensils.

20 (f) Cleaning and Sanitizing Procedures

Sanitization shall be accomplished by one of the following methods;

- Immersion for at least one-half minute in clean, hot water at a temperature of at least 170 degrees Fahrenheit; or
- Immersion for at least one minute in a clean solution containing at least 50 parts per million of available chlorine as a hypochlorite and at a temperature of at least 75 degrees Fahrenheit; or
- Immersion for at least one minute in a clean solution containing at least 12.5 parts per million of available iodine and having a pH not higher than 5.0 and at a temperature of at least 75 degrees Fahrenheit.
- Where both cleaning and sanitation are required, sanitation will follow cleaning. Utensils and product contact surfaces of equipment that cannot be immersed shall be sanitized by rinsing with one of the three solutions described in this paragraph.
- Wash cloths and steel sponges shall not be used in cleaning equipment and utensils.

20 (g) Storage of Products, Ingredients, Packaging, and Cleaning Materials

- Ingredients and packaging supplies may be stored in manufacturing rooms in original containers provided that the storage area is sufficiently removed from bakery manufacturing and packaging areas so as to not interfere with these operations or create a sanitation hazard.
- Packaged bakery products, ingredients, and packaging supplies shall be stored at least six (6) inches off the floor and eighteen (18) inches from any wall to facilitate cleaning and control of rodents and vermin.
- The storage area shall be well lighted, dry, kept clean, and kept free of vermin.
- Cleaning materials and other hazardous substances shall be stored in properly labeled containers in a closed cabinet outside food preparation, and packaging rooms.

20 (h) Protection from Contamination

- All ingredients used in the preparation of food products shall be clean, wholesome, free from spoilage and properly stored so as to be protected from contamination.
- No live animals or birds shall be permitted in the Kitchen.
- No tobacco shall be used in any form during the processing and baking of food.
- All cleaned and sanitized portable equipment and utensils shall be stored above the floor in a clean and dry location in such a manner that all food contact surfaces are protected from splash, dust or other contamination.

20 (i) Inspection Preparedness

Based on the risks of food borne illness inherent to the food operation, during inspections and upon request, the Ingestible Item Preparer shall demonstrate to the regulatory authority knowledge of food borne disease prevention and application of the Hazard Analysis Critical Control Point principles. The person in charge shall demonstrate this knowledge by being a certified food protection manager who has shown proficiency of required information through passing a test that is part of an accredited program, or by responding correctly to the inspector's questions as they relate to the specific food operation. The areas of knowledge include:

- Describing the relationship between the prevention of food borne disease and the personal hygiene of a food employee;
- Explaining the responsibility of the person in charge for preventing the transmission of food borne disease by a food employee who has a disease or medical condition that may cause food borne disease;
- Describing the symptoms associated with the diseases that are transmissible through food;
- Explaining the significance of the relationship between maintaining the time and temperature of potentially hazardous food and the prevention of food borne illness;
- Explaining the hazards involved in the consumption of raw or undercooked meat, poultry, eggs, and fish.
- Stating the required food temperatures and times for safe cooking of potentially hazardous food including meat, poultry, eggs, and fish.
- Stating the required temperatures and times for the safe refrigerated storage, hot holding, cooling, and reheating of potentially hazardous food;
- Explaining correct procedures for cleaning and sanitizing utensils and food-contact surfaces of equipment;
- Identifying the source of water used and measures taken to ensure that it remains protected from contamination such as providing protection from back flow and precluding the creation of cross connections;
- Identifying poisonous or toxic materials in the food establishment and the procedures necessary to ensure that they are safely stored, dispensed, used, and disposed of according to law;
- Identifying critical control points in the operation from purchasing through

sale or service that if not controlled, may contribute to the transmission of foodborne illness and explaining steps taken to ensure that the points are controlled in accordance with the requirements of this Code;

- Explaining the details of how the person in charge and food employees comply with the HACCP plan if a plan is required by the law, this Code, or an agreement between the regulatory authority and the establishment; and
- Describing the relationship between the prevention of food borne illness and the management and control of the following:
 - Cross contamination;
 - Hand contact with ready-to-eat foods;
 - Hand washing; and
 - Maintaining the food establishment in a clean condition and in good repair.

Andras Kirschner

Flowering room 1-8

Date: 11-11-2013
Designer: Theo Tekstra
Description: LEP 41.01 + Pro 1000 DE

The nominal values shown in this report are the result of precision calculations, based upon precisely positioned luminaires in a fixed relationship to each other and to the area under examination. In practice the values may vary due to tolerances on luminaires, luminaire positioning, reflection properties and electrical supply.

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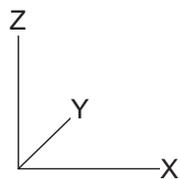
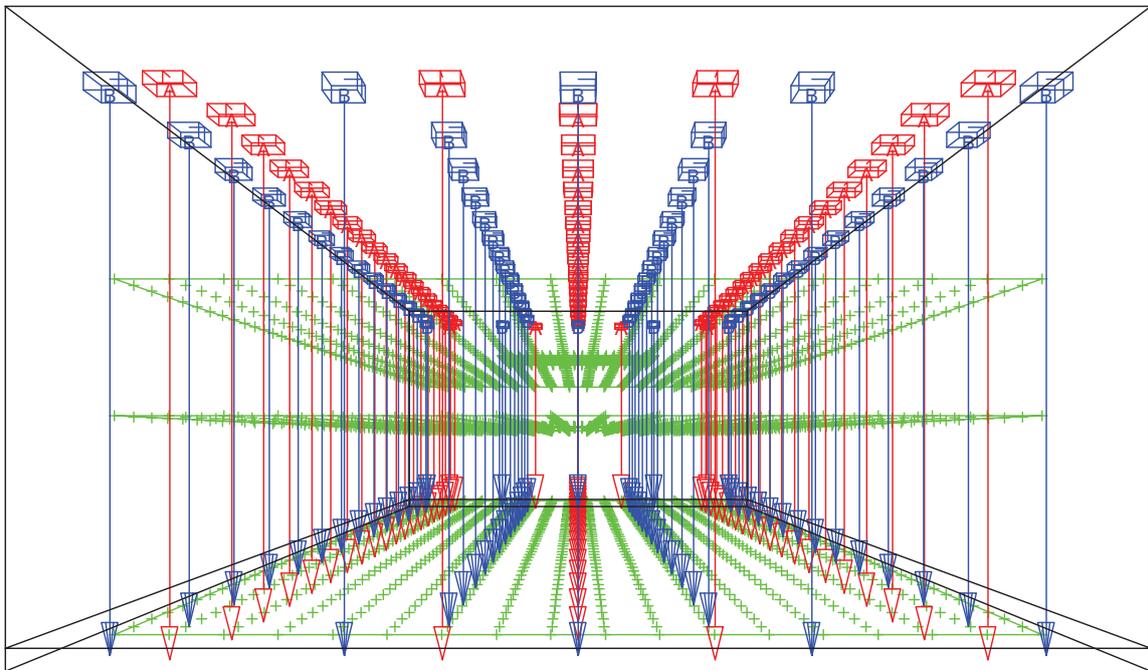
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1. Project Description

1.1 3-D Project Overview



- A ▶ Gavita Pro 300 LEP EMC wide PA
- B ▶ Gavita Pro 1000 DE HortiStar HR 96

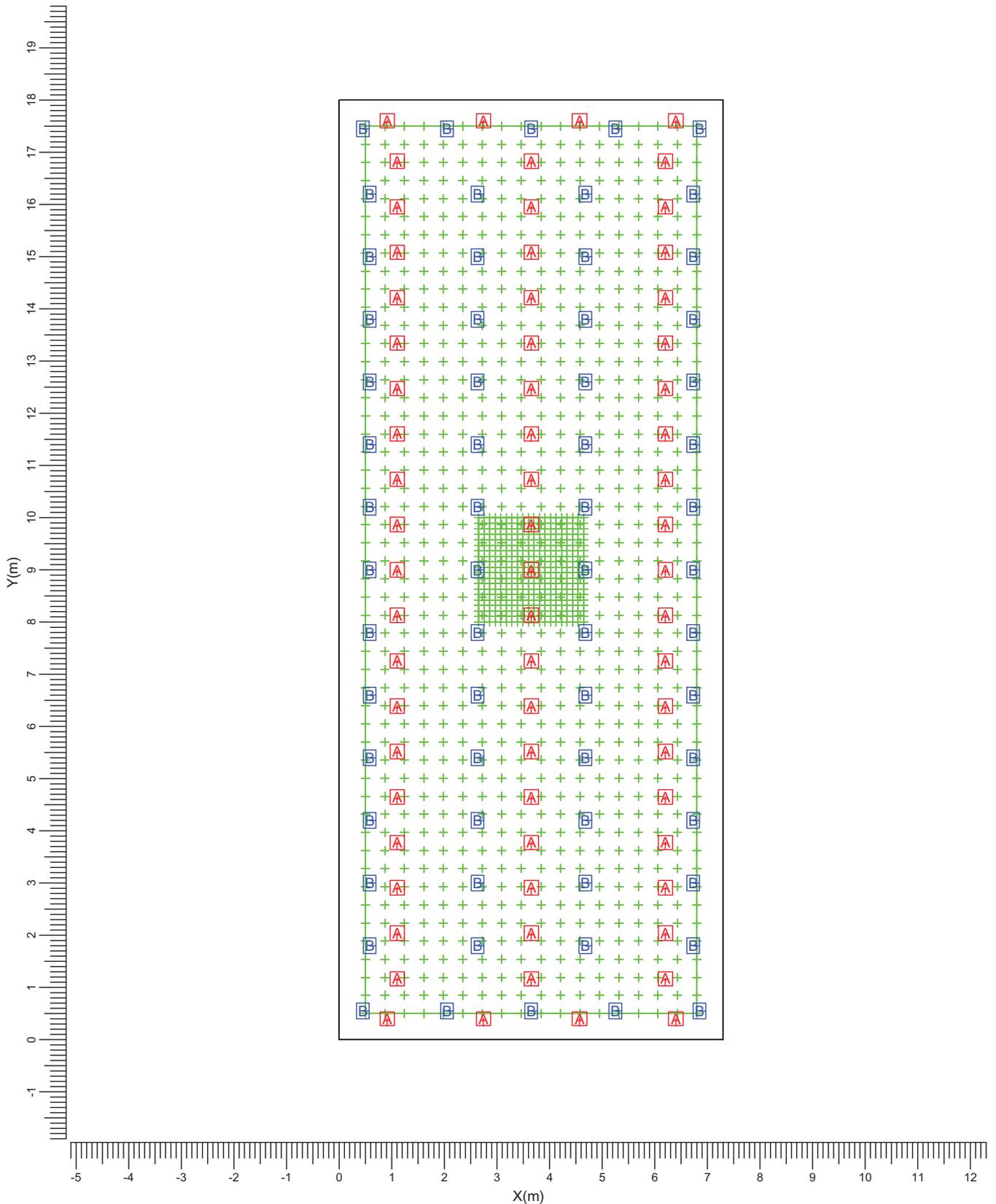
Width
7.30 m

Length
18.00 m

Height
4.27 m

Working Plane Height
0.15 m

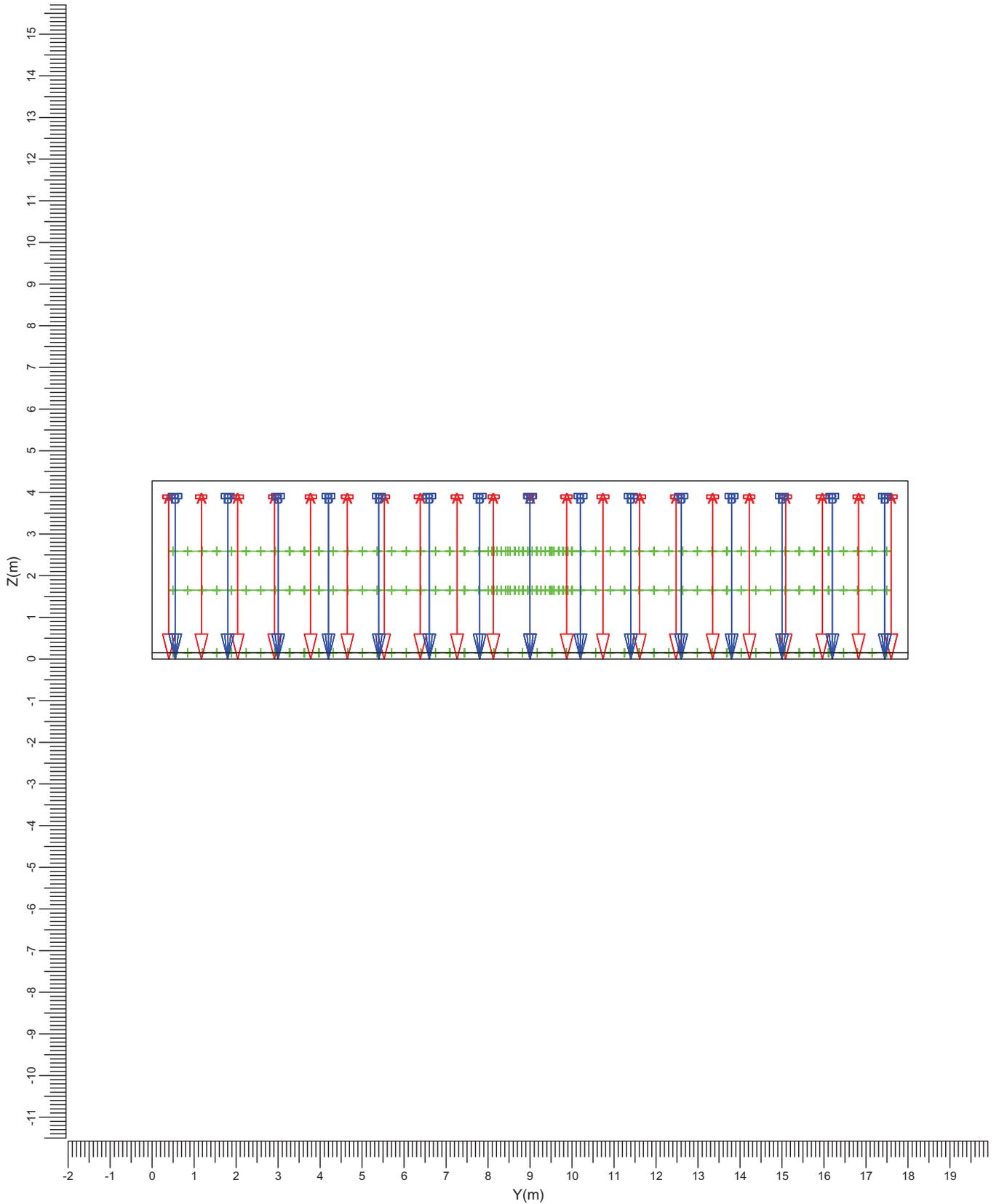
1.2 Top Project Overview



- A → Gavita Pro 300 LEP EMC wide PA
- B → Gavita Pro 1000 DE HortiStar HR 96

Width	Length	Height	Working Plane Height	Scale
7.30 m	18.00 m	4.27 m	0.15 m	1:100

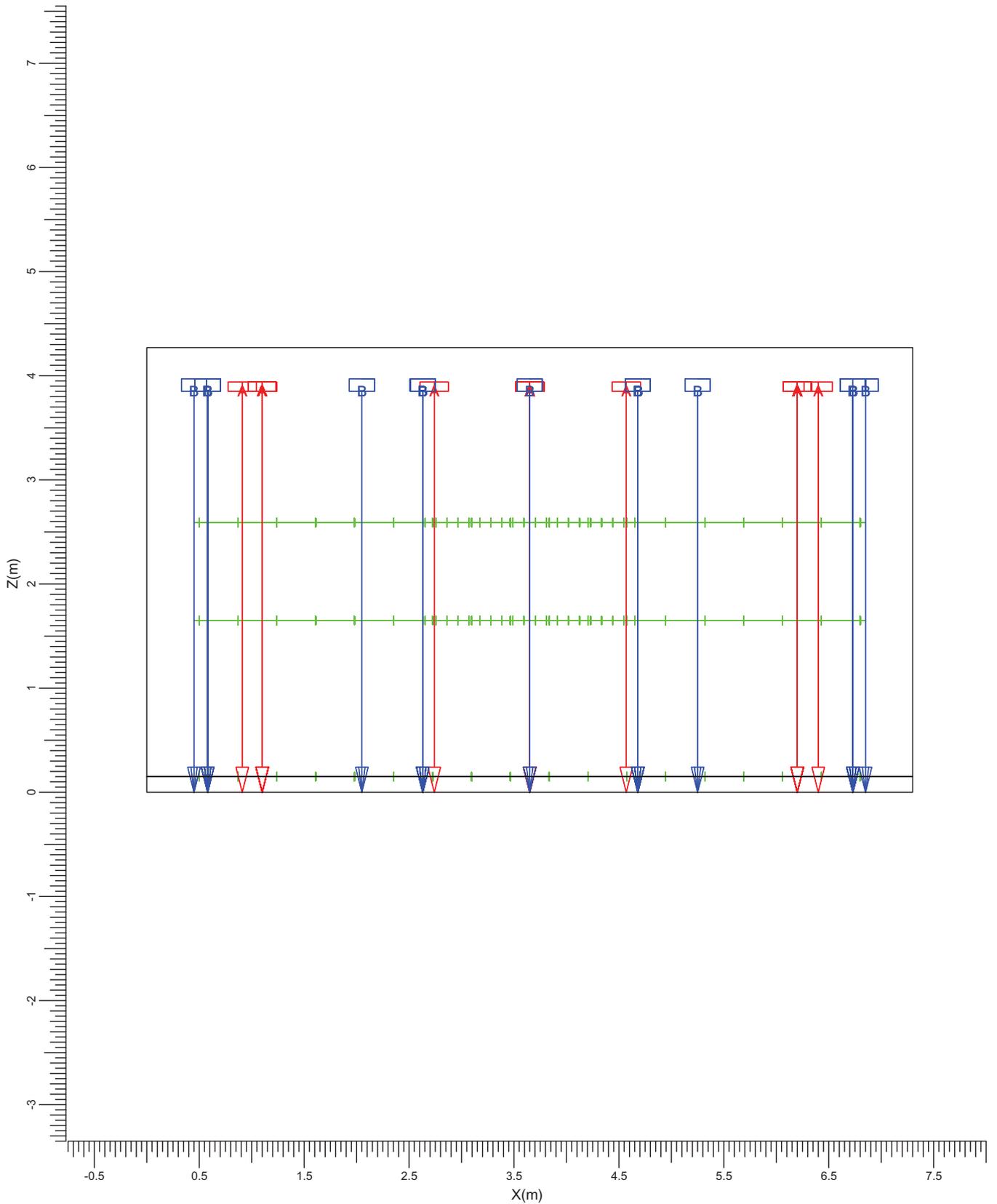
1.3 Right Project Overview



- A ▶ Gavita Pro 300 LEP EMC wide PA
- B ▶ Gavita Pro 1000 DE HortiStar HR 96

Width	Length	Height	Working Plane Height	Scale
7.30 m	18.00 m	4.27 m	0.15 m	1:125

1.4 Front Project Overview



- A ▶ Gavita Pro 300 LEP EMC wide PA
- B ▶ Gavita Pro 1000 DE HortiStar HR 96

Width	Length	Height	Working Plane Height	Scale
7.30 m	18.00 m	4.27 m	0.15 m	1:50

2. Summary

2.1 Room Summary

Room Dimensions			Surface	Reflectance
Width	7.30	m	Ceiling	0.50
Length	18.00	m	Left Wall	0.90
Height	4.27	m	Right Wall	0.90
Working Plane Height	0.15	m	Front Wall	0.90
			Back Wall	0.90
			Floor	0.30

Room Position (Front Bottom Left)

X	0.00	m
Y	0.00	m

Total Average Room Surface Luminance (cd/m²) (not valid for PAR calculations):

Ceiling	Left	Right	Front	Back	Floor
82.1	234.9	235.3	209.9	209.9	90.1

Unified Glare Rating (CIE): Undefined

The overall maintenance factor used for this project is 1.00.

2.2 Project Luminaires

Code	Qty	Luminaire Type	Lamp Type	Power (W)	PPF (μmol)
A	65	Gavita Pro 300 LEP EMC wide PA	1 * LEP41.02	273.0	1 * 250
B	62	Gavita Pro 1000 DE HortiStar HR 96	1 * HPS 1000W DE	1045.0	1 * 2000

The total installed power: 82.54 (kWatt)

Number of Luminaires Per Arrangement:

Arrangement	Luminaire Code		Power (kWatt)
	A	B	
HPS block 1	0	52	54.34
HPS block 2	0	10	10.45
plasma 41.01	57	0	15.56
plasma 41.01 outer	8	0	2.18

2.3 Calculation Results

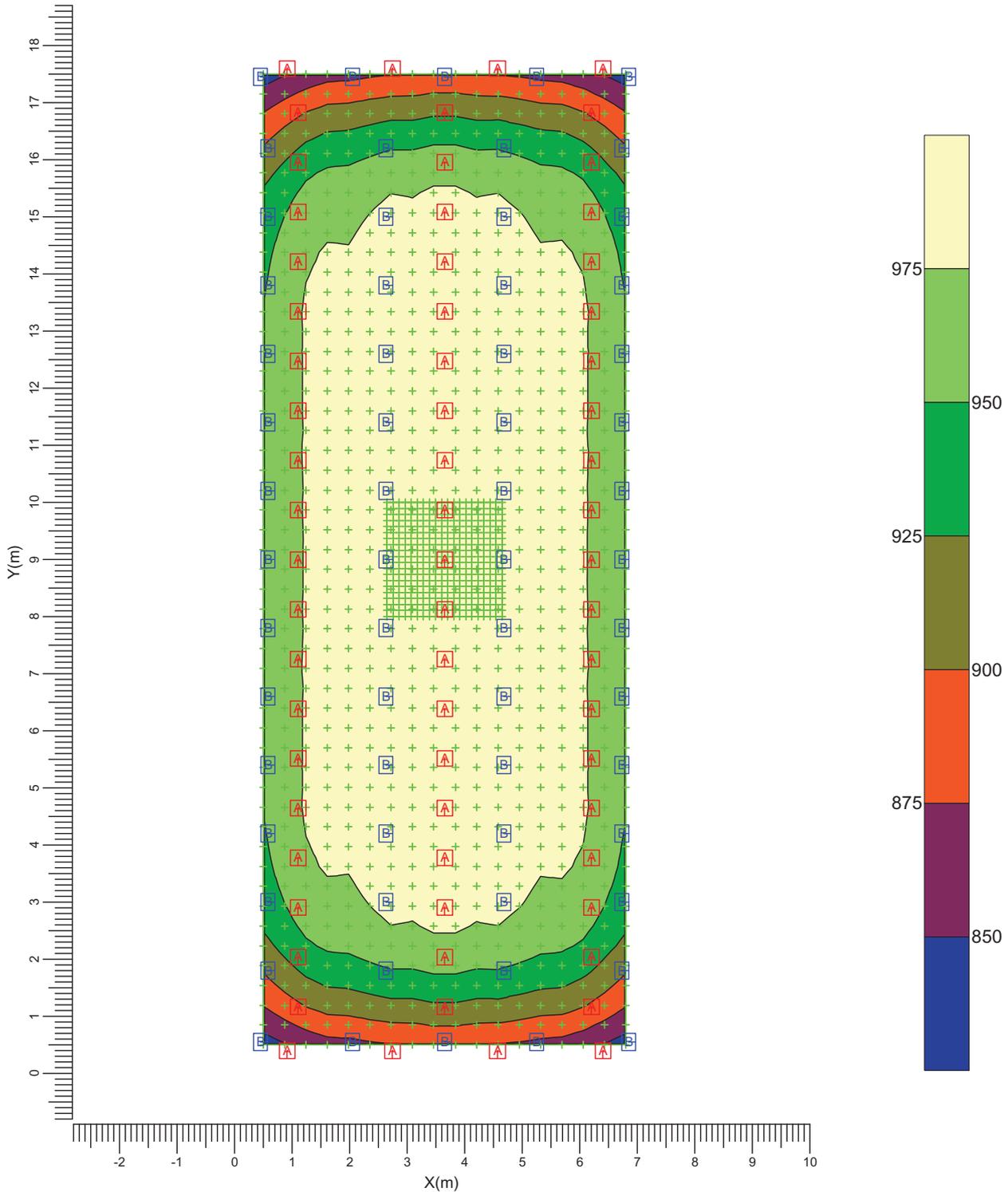
(II)luminance Calculations:

Calculation	Type	Unit	Ave	Min/Ave	Min/Max	Result
15 cm (table height)	PPFD	μmol	961	0.87	0.84	Total
5' crop height	PPFD	μmol	1088	0.88	0.83	Total
8' crop height	PPFD	μmol	1176	0.94	0.88	Total
measuring grid 5'	PPFD	μmol	1113	0.99	0.97	Total
measuring grid 8'	PPFD	μmol	1168	0.96	0.93	Total

3. Calculation Results

3.1 15 cm (table height): Filled Iso Contour

Grid : 15 cm (table height) at Z = 0.15 m
 Calculation : PPFD (μmol)
 Result Type : Total

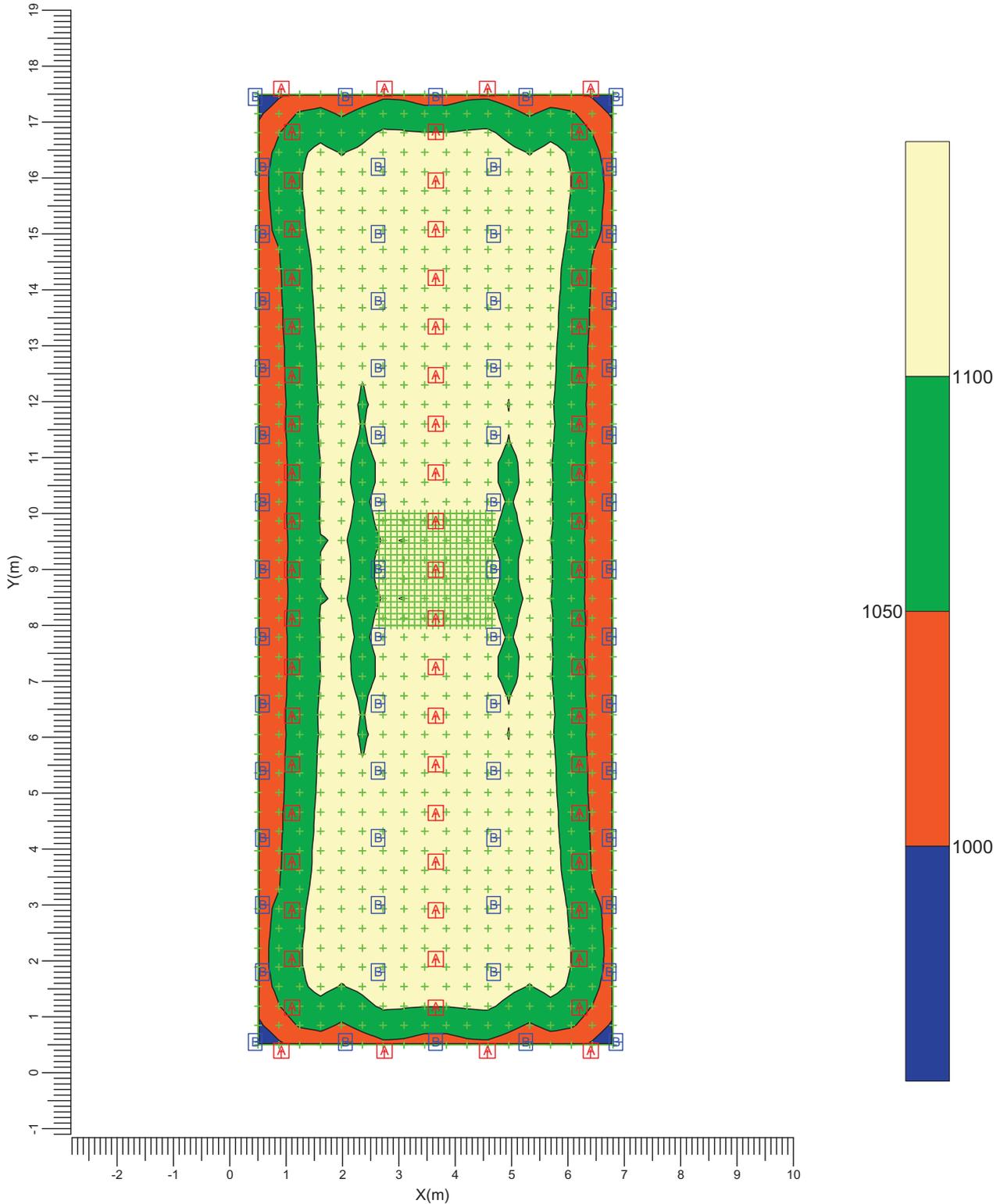


- A ▶ Gavita Pro 300 LEP EMC wide PA
- B ▶ Gavita Pro 1000 DE HortiStar HR 96

Average 961	Min/Ave 0.87	Min/Max 0.84	Project maintenance factor 1.00	Scale 1:100
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3.2 5' crop height: Filled Iso Contour

Grid : 5' crop height at Z = 1.65 m
 Calculation : PPFD (μmol)
 Result Type : Total



- A ▶ Gavita Pro 300 LEP EMC wide PA
- B ▶ Gavita Pro 1000 DE HortiStar HR 96

Average
1088

Min/Ave
0.88

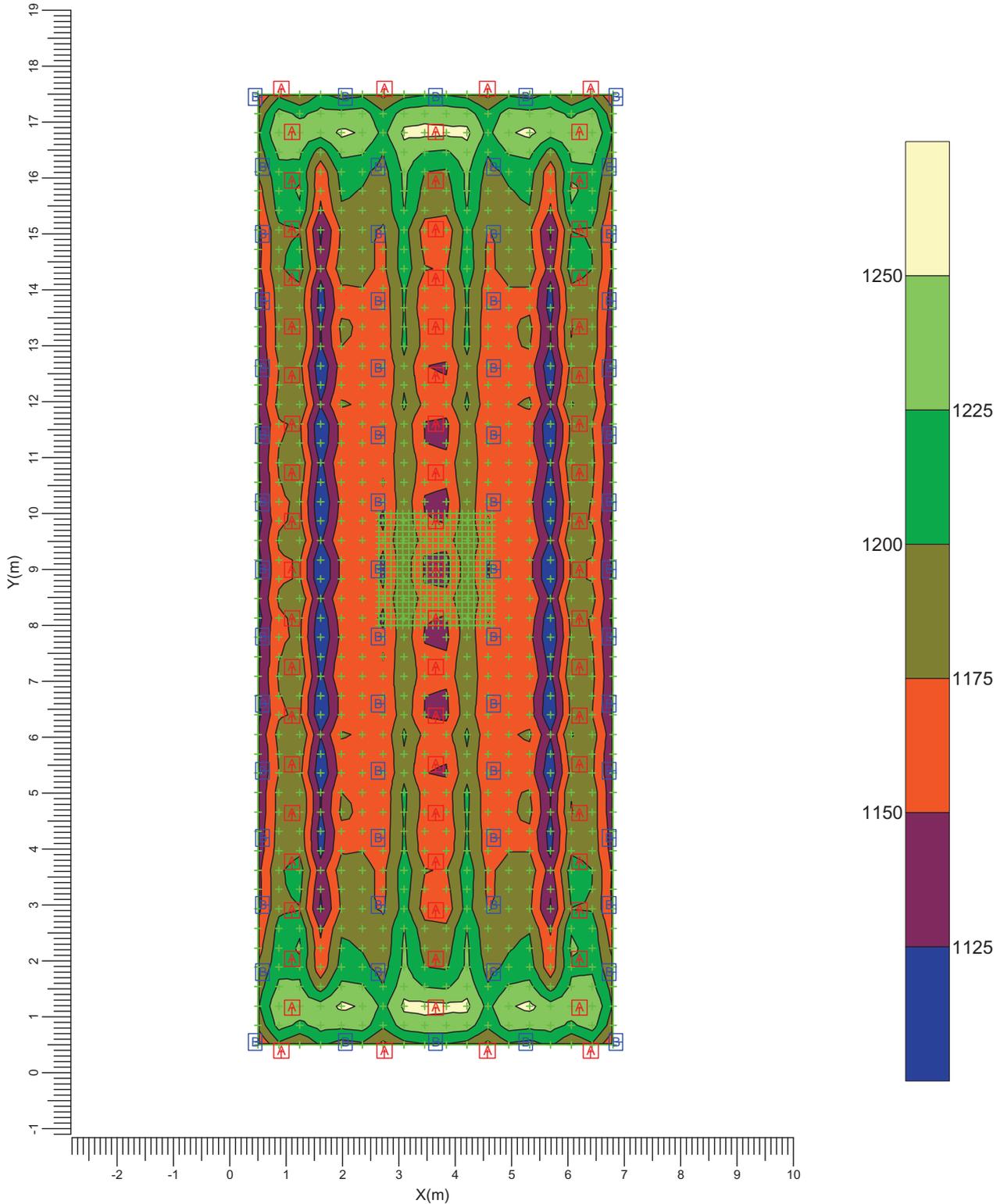
Min/Max
0.83

Project maintenance factor
1.00

Scale
1:100

3.3 8' crop height: Filled Iso Contour

Grid : 8' crop height at Z = 2.59 m
 Calculation : PPFD (μmol)
 Result Type : Total

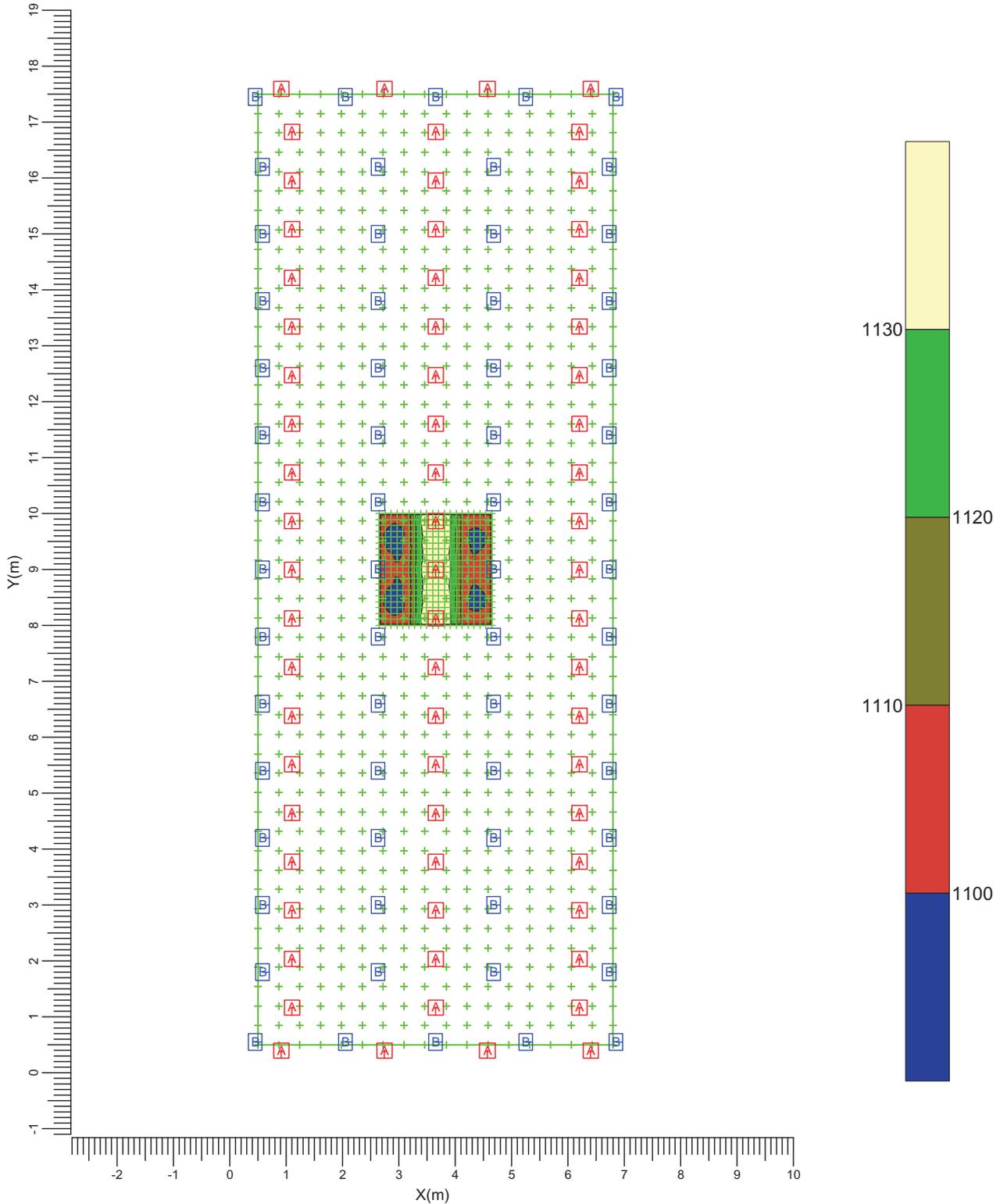


- A ▶ Gavita Pro 300 LEP EMC wide PA
- B ▶ Gavita Pro 1000 DE HortiStar HR 96

Average 1176	Min/Ave 0.94	Min/Max 0.88	Project maintenance factor 1.00	Scale 1:100
-----------------	-----------------	-----------------	------------------------------------	----------------

3.4 measuring grid 5': Filled Iso Contour

Grid : measuring grid 5' at Z = 1.65 m
 Calculation : PPFD (μmol)
 Result Type : Total

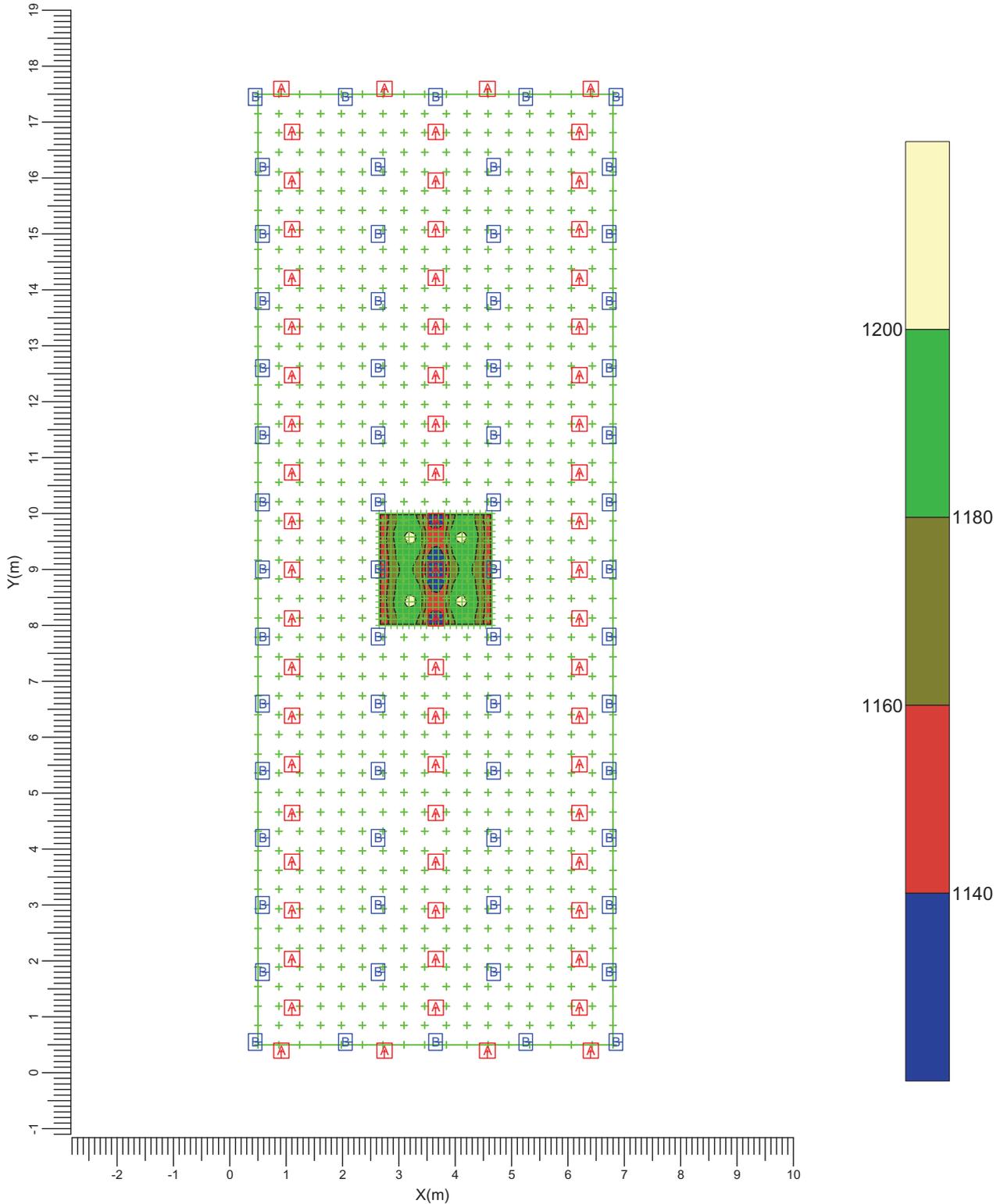


- A ▶ Gavita Pro 300 LEP EMC wide PA
- B ▶ Gavita Pro 1000 DE HortiStar HR 96

Average 1113	Min/Ave 0.99	Min/Max 0.97	Project maintenance factor 1.00	Scale 1:100
-----------------	-----------------	-----------------	------------------------------------	----------------

3.5 measuring grid 8': Filled Iso Contour

Grid : measuring grid 8' at Z = 2.59 m
 Calculation : PPFD (μmol)
 Result Type : Total



- A ▶ Gavita Pro 300 LEP EMC wide PA
- B ▶ Gavita Pro 1000 DE HortiStar HR 96

Average
1168

Min/Ave
0.96

Min/Max
0.93

Project maintenance factor
1.00

Scale
1:100

Andras Kirschner

Vegetative room 1-2

Date: 11-11-2013
Designer: Theo Tekstra
Description: LEP 41.02, Pro 600 SE and Pro 1000 DE

The nominal values shown in this report are the result of precision calculations, based upon precisely positioned luminaires in a fixed relationship to each other and to the area under examination. In practice the values may vary due to tolerances on luminaires, luminaire positioning, reflection properties and electrical supply.

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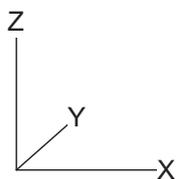
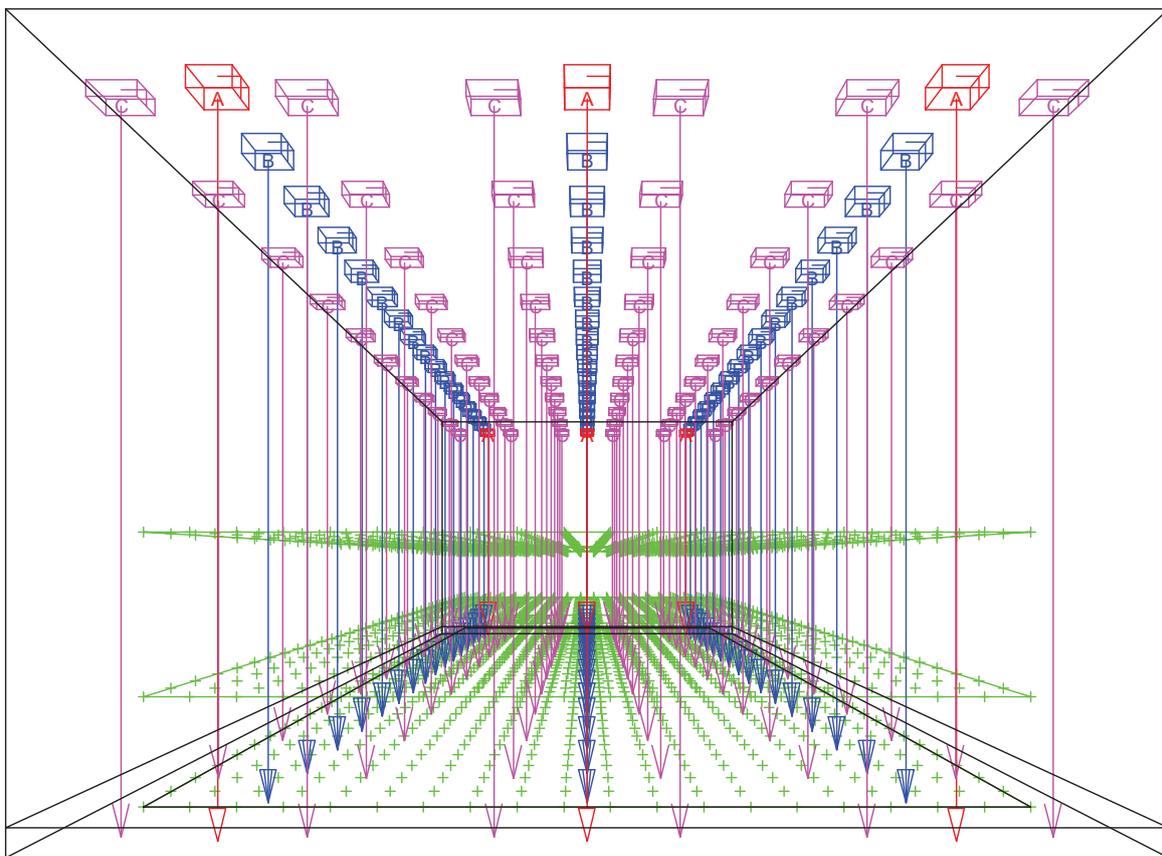
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1. Project Description

1.1 3-D Project Overview



- A ▶ Gavita Pro 1000 DE HortiStar HR 96
- B ▶ Pro 600 SE HortiStar HR 96
- C ▶ Gavita Pro 300 LEP EMC wide PA

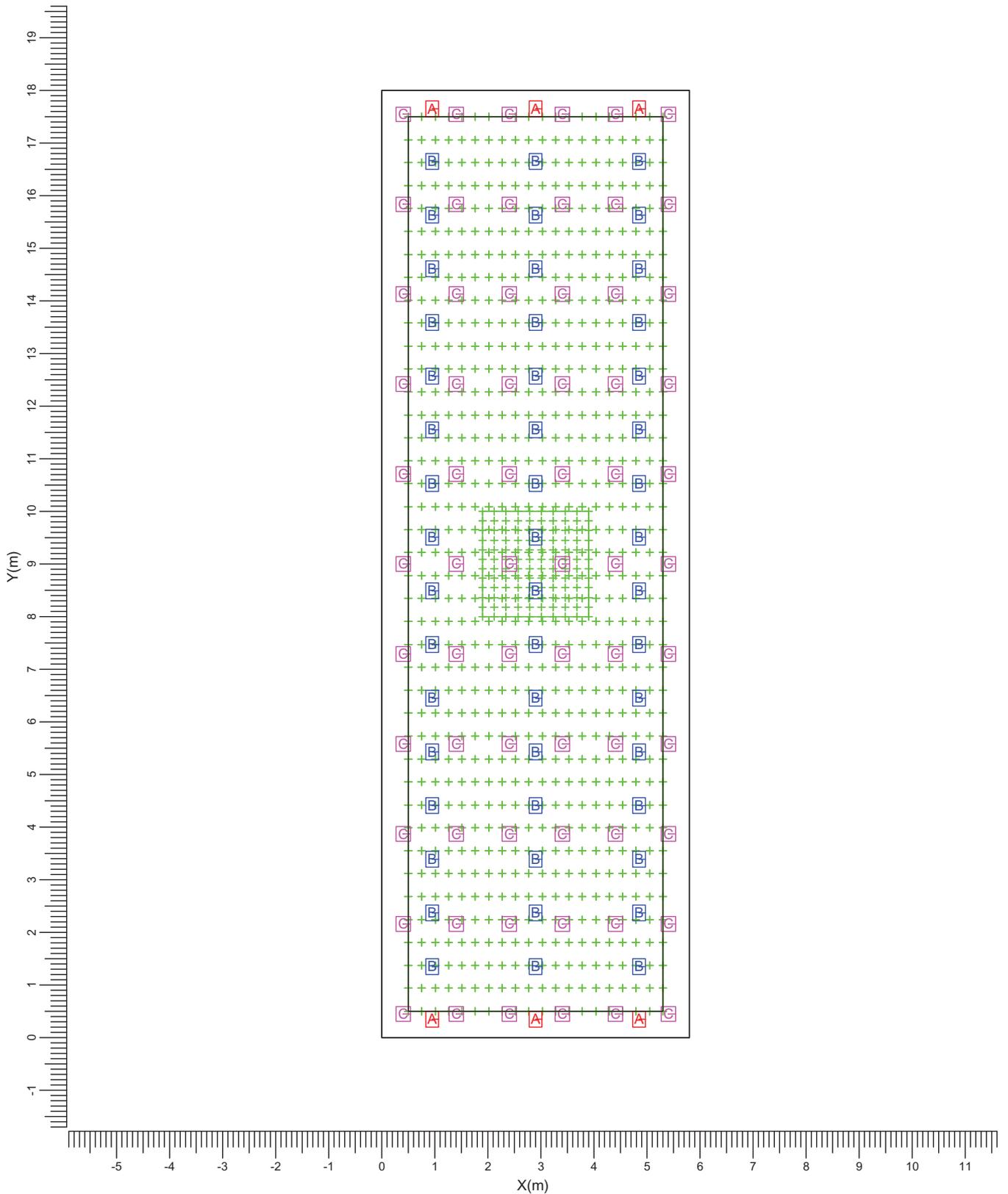
Width
5.80 m

Length
18.00 m

Height
4.27 m

Working Plane Height
0.15 m

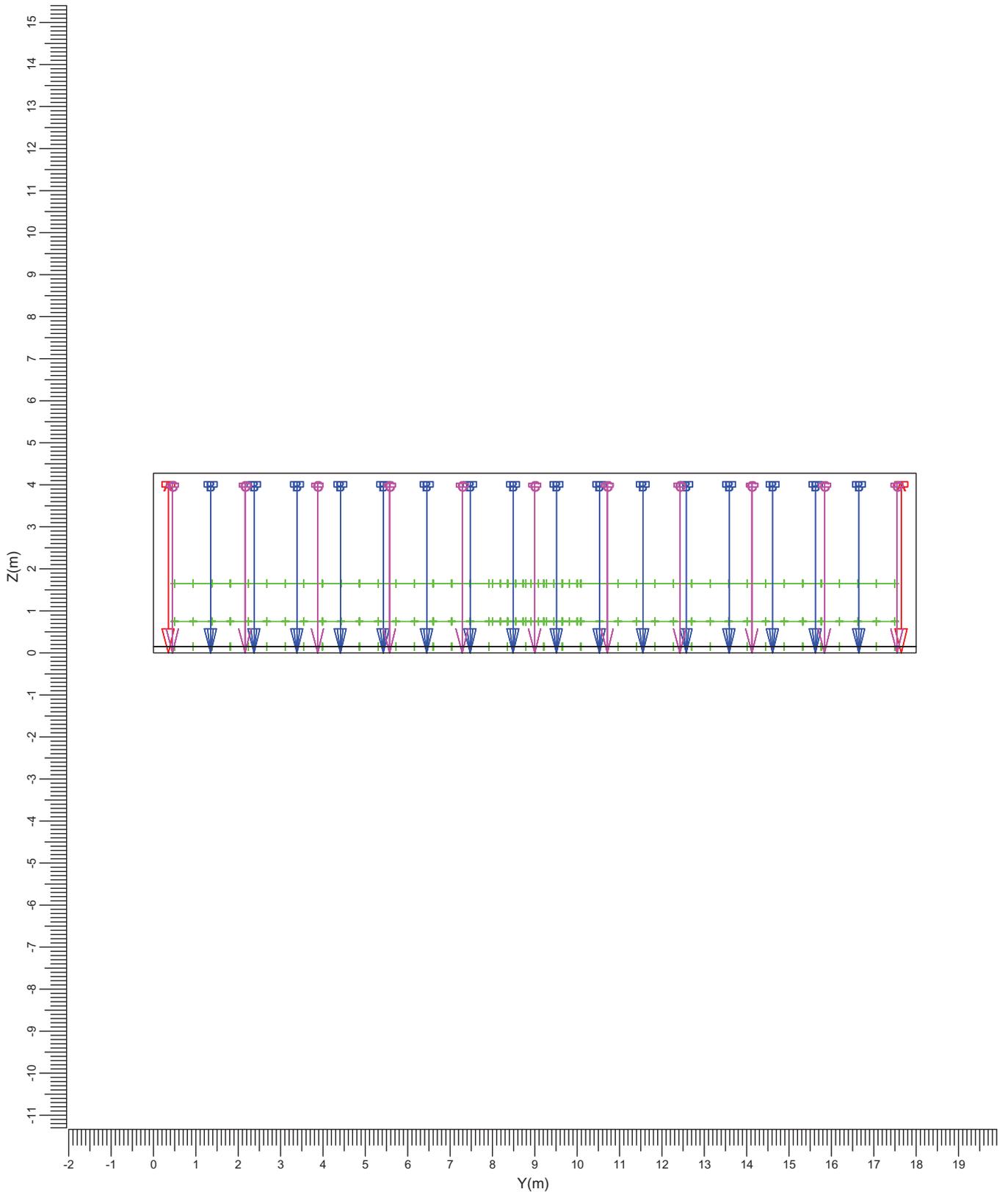
1.2 Top Project Overview



- A ▶ Gavita Pro 1000 DE HortiStar HR 96
- B ▶ Pro 600 SE HortiStar HR 96
- C ▶ Gavita Pro 300 LEP EMC wide PA

Width	Length	Height	Working Plane Height	Scale
5.80 m	18.00 m	4.27 m	0.15 m	1:100

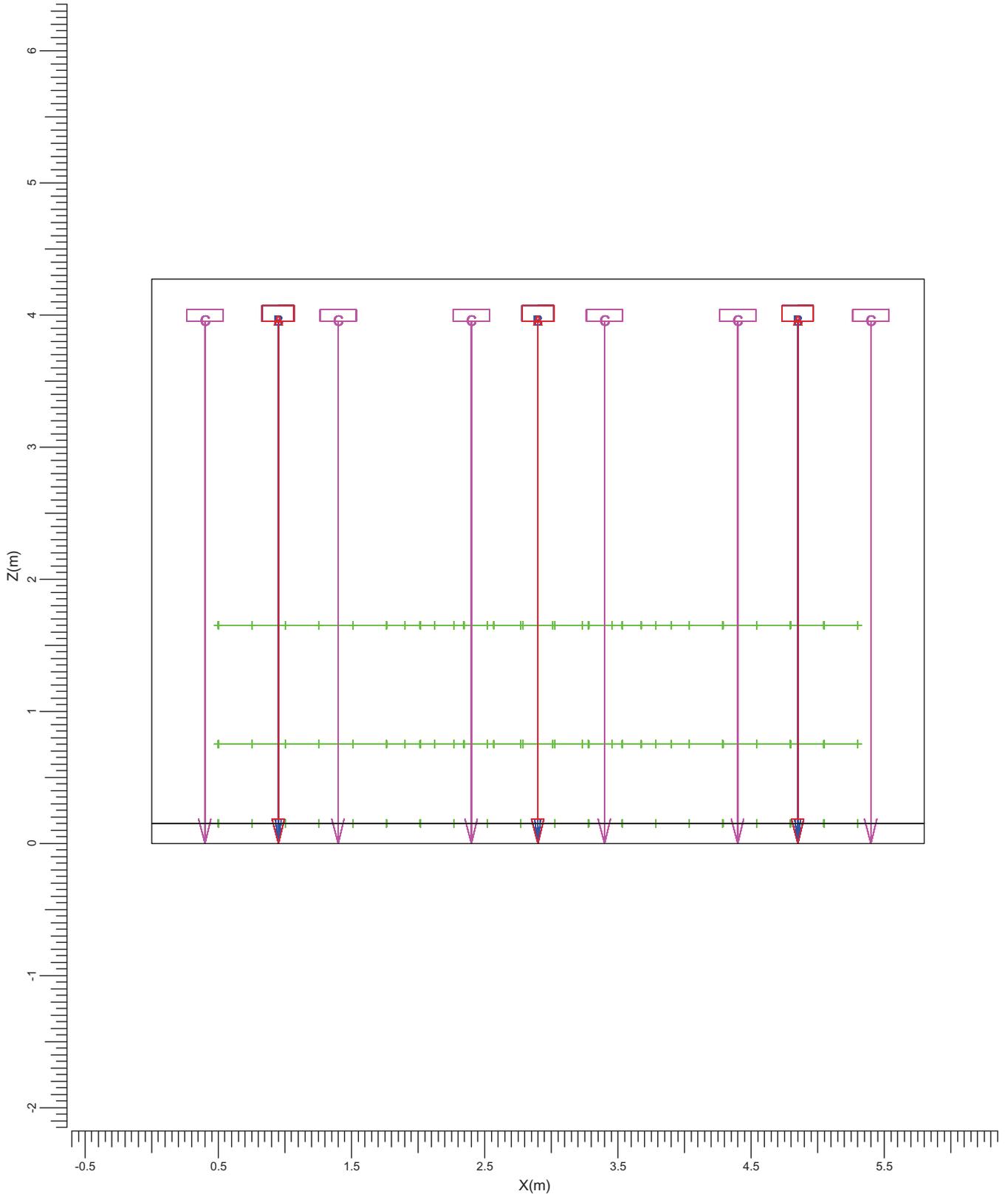
1.3 Right Project Overview



- A → Gavita Pro 1000 DE HortiStar HR 96
- B → Pro 600 SE HortiStar HR 96
- C → Gavita Pro 300 LEP EMC wide PA

Width	Length	Height	Working Plane Height	Scale
5.80 m	18.00 m	4.27 m	0.15 m	1:125

1.4 Front Project Overview



- A ▶ Gavita Pro 1000 DE HortiStar HR 96
- B ▶ Pro 600 SE HortiStar HR 96
- C ▶ Gavita Pro 300 LEP EMC wide PA

Width	Length	Height	Working Plane Height		Scale
5.80 m	18.00 m	4.27 m	0.15 m		1:40

2. Summary

2.1 Room Summary

Room Dimensions			Surface	Reflectance
Width	5.80	m	Ceiling	0.50
Length	18.00	m	Left Wall	0.90
Height	4.27	m	Right Wall	0.90
Working Plane Height	0.15	m	Front Wall	0.90
			Back Wall	0.90
			Floor	0.30

Room Position (Front Bottom Left)			Zones
X	0.00	m	Left
Y	0.00	m	Right
			Front
			Back

Total Average Room Surface Luminance (cd/m2) (not valid for PAR calculations):

Ceiling	Left	Right	Front	Back	Floor
62.3	166.9	166.9	163.1	163.1	64.1

Unified Glare Rating (CIE): Undefined

The overall maintenance factor used for this project is 1.00.

2.2 Project Luminaires

Code	Qty	Luminaire Type	Lamp Type	Power (W)	PPF (µmol)
A	6	Gavita Pro 1000 DE HortiStar HR 96	1 * HPS 1000W DE	1045.0	1 * 2000
B	48	Pro 600 SE HortiStar HR 96	1 * HPS 600W EL	670.0	1 * 1150
C	66	Gavita Pro 300 LEP EMC wide PA	1 * LEP41.02	273.0	1 * 250

The total installed power: 56.45 (kWatt)

Number of Luminaires Per Arrangement:

Arrangement	Luminaire Code			Power (kWatt)
	A	B	C	
HPS 1000 outer	6	0	0	6.27
HPS 600	0	48	0	32.16
LEP 41.01	0	0	66	18.02

2.3 Calculation Results

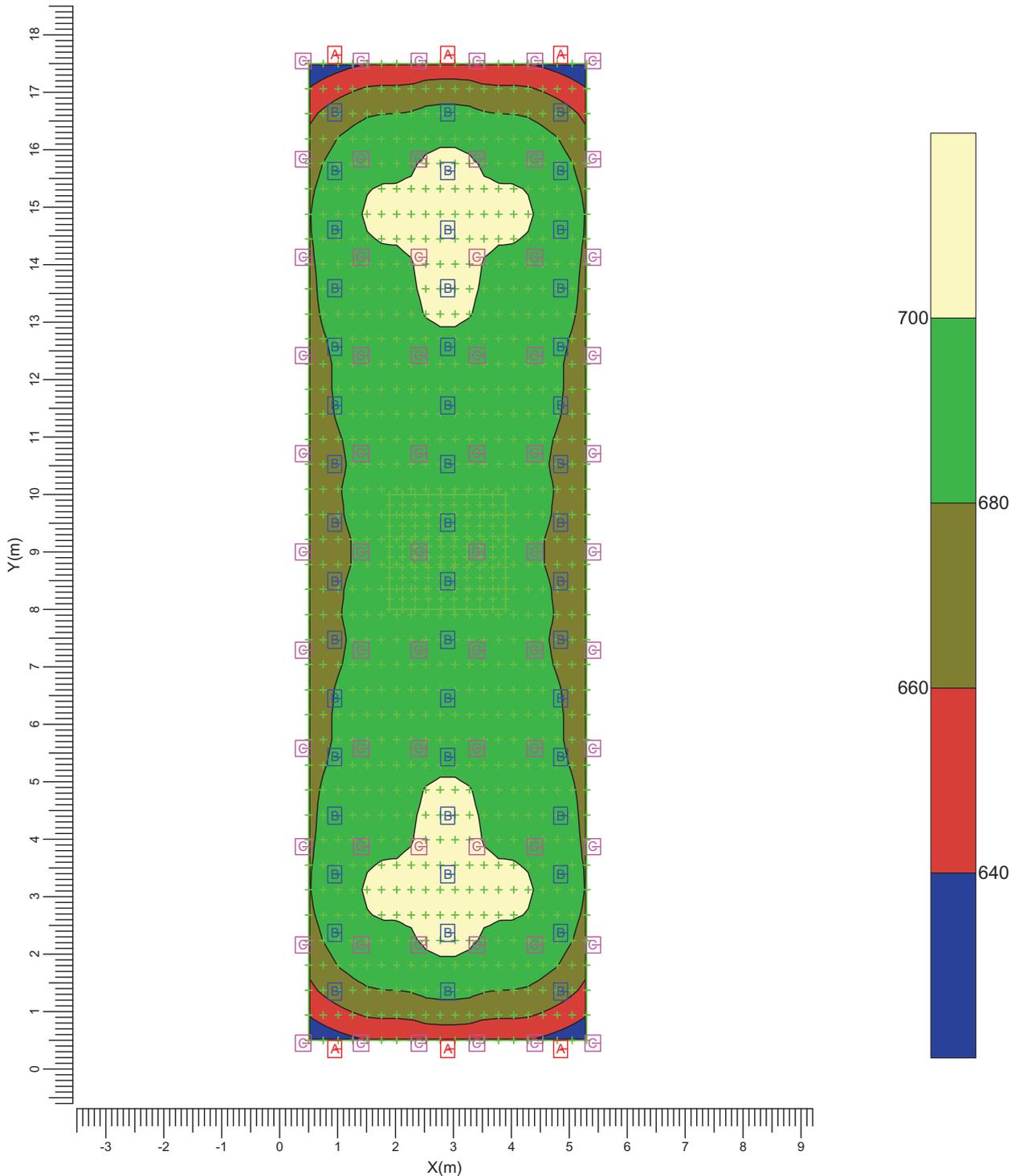
(II)luminance Calculations:

Calculation	Type	Unit	Ave	Min/Ave	Min/Max	Result
table	PPFD	µmol	684	0.91	0.88	Total
2' crop height	PPFD	µmol	719	0.91	0.86	Total
5' crop height1	PPFD	µmol	788	0.93	0.84	Total
measuring grid 2'	PPFD	µmol	720	0.99	0.98	Total
measuring grid 5'	PPFD	µmol	788	0.99	0.97	Total

3. Calculation Results

3.1 table: Filled Iso Contour

Grid : table at Z = 0.15 m
 Calculation : PPFD (μmol)
 Result Type : Total

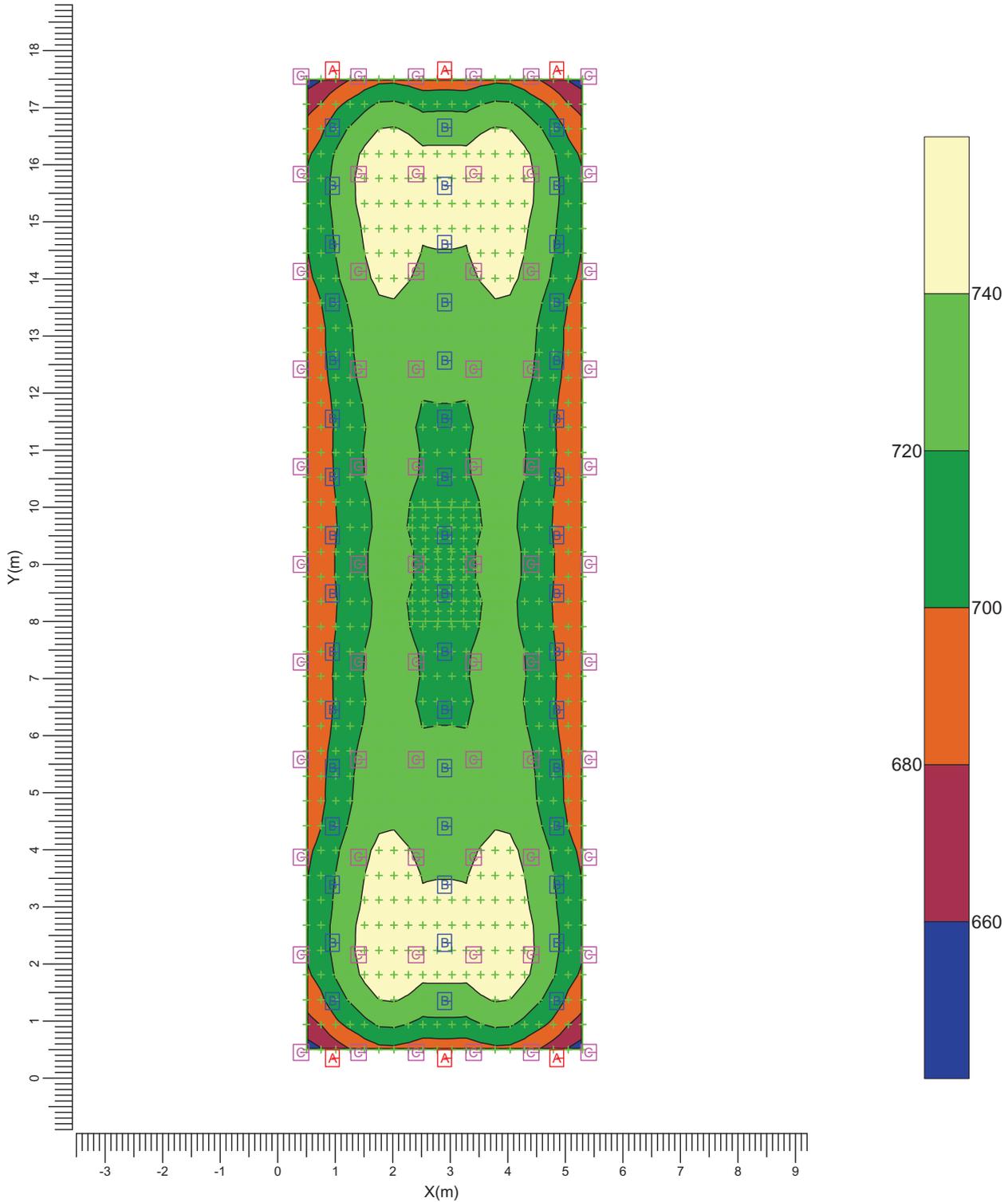


- A ▶ Gavita Pro 1000 DE HortiStar HR 96
- B ▶ Pro 600 SE HortiStar HR 96
- C ▶ Gavita Pro 300 LEP EMC wide PA

Average 684	Min/Ave 0.91	Min/Max 0.88	Project maintenance factor 1.00	Scale 1:100
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3.2 2' crop height: Filled Iso Contour

Grid : 2' crop height at Z = 0.75 m
 Calculation : PPF (μmol)
 Result Type : Total

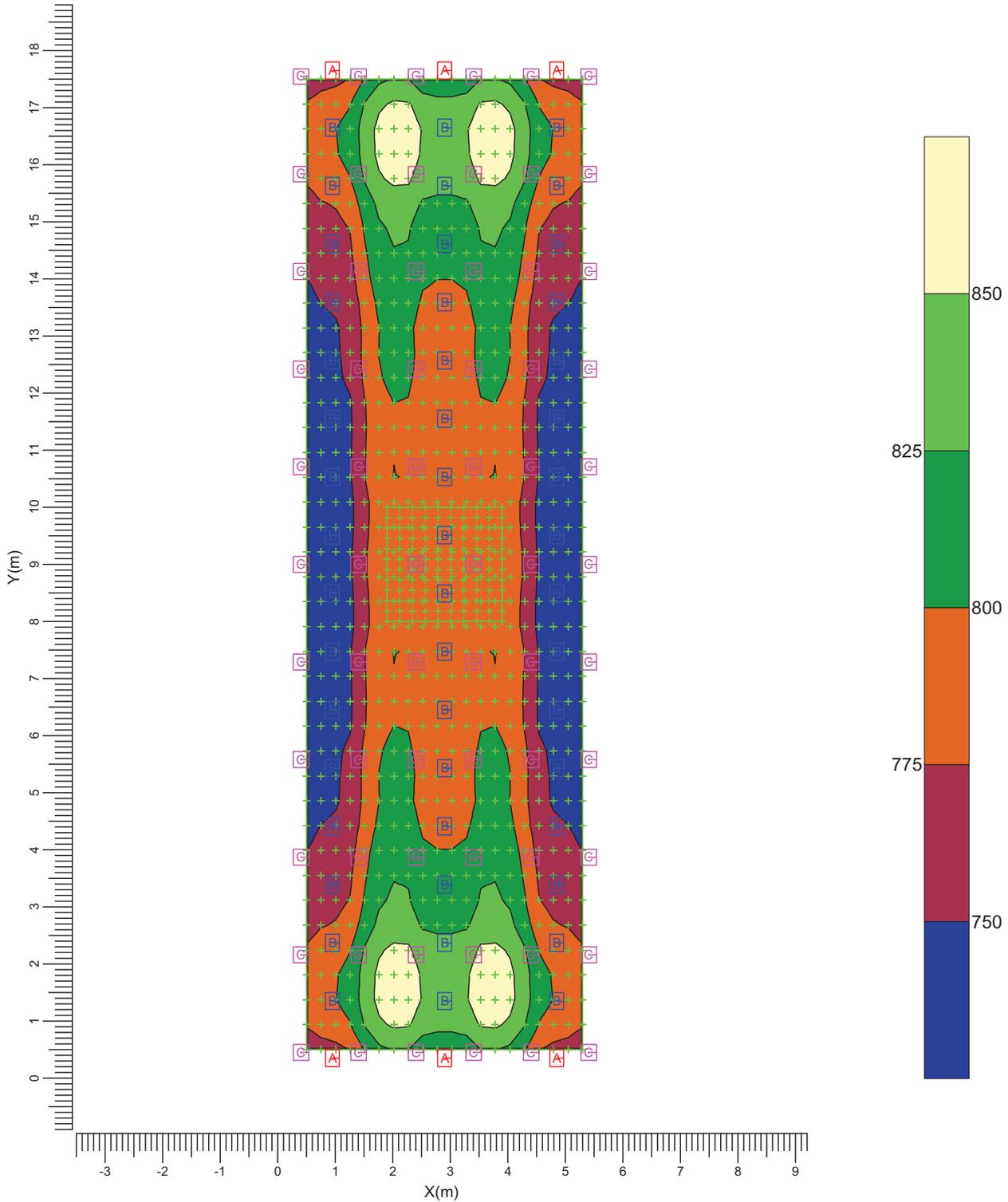


- A ▶ Gavita Pro 1000 DE HortiStar HR 96
- B ▶ Pro 600 SE HortiStar HR 96
- C ▶ Gavita Pro 300 LEP EMC wide PA

Average 719	Min/Ave 0.91	Min/Max 0.86	Project maintenance factor 1.00	Scale 1:100
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3.3 5' crop height1: Filled Iso Contour

Grid : 5' crop height1 at Z = 1.65 m
 Calculation : PPF (μmol)
 Result Type : Total

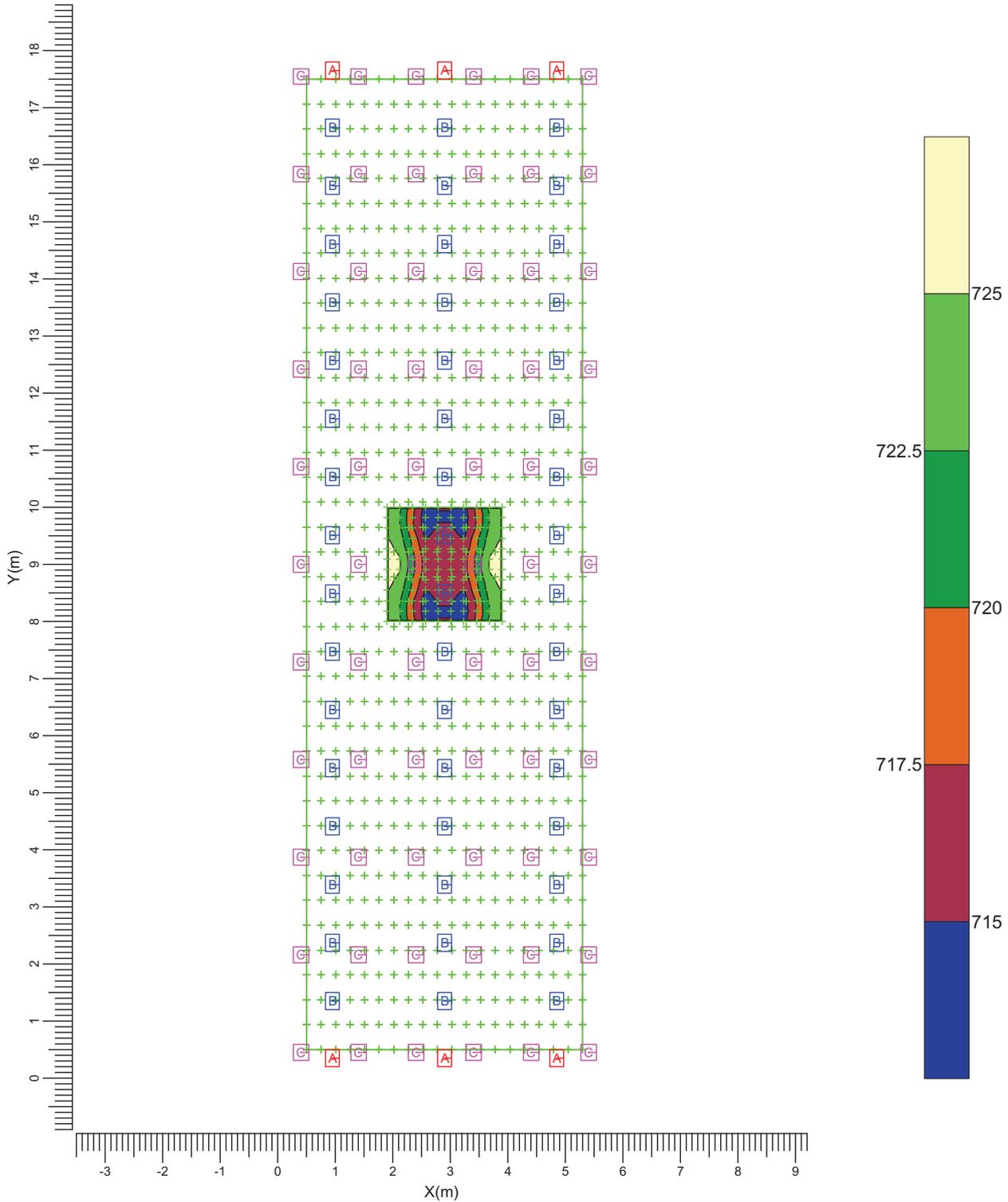


- A ▶ Gavita Pro 1000 DE HortiStar HR 96
- B ▶ Pro 600 SE HortiStar HR 96
- C ▶ Gavita Pro 300 LEP EMC wide PA

Average 788	Min/Ave 0.93	Min/Max 0.84	Project maintenance factor 1.00	Scale 1:100
----------------	-----------------	-----------------	------------------------------------	----------------

3.4 measuring grid 2': Filled Iso Contour

Grid : measuring grid 2' at Z = 0.75 m
 Calculation : PPFD (μmol)
 Result Type : Total

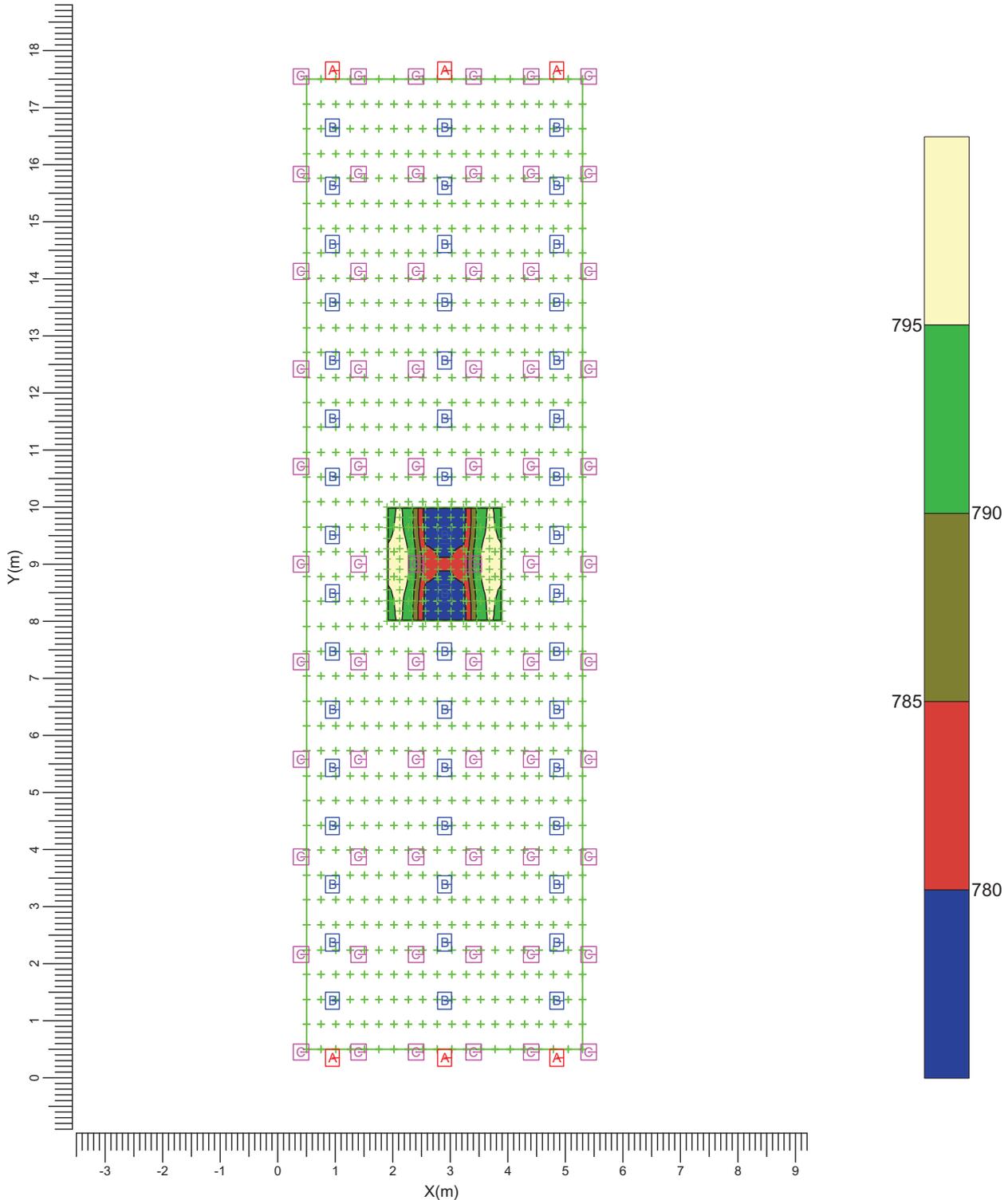


- A → Gavita Pro 1000 DE HortiStar HR 96
- B → Pro 600 SE HortiStar HR 96
- C → Gavita Pro 300 LEP EMC wide PA

Average 720	Min/Ave 0.99	Min/Max 0.98	Project maintenance factor 1.00	Scale 1:100
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3.5 measuring grid 5': Filled Iso Contour

Grid : measuring grid 5' at Z = 1.65 m
 Calculation : PPFD (μmol)
 Result Type : Total



- A → Gavita Pro 1000 DE HortiStar HR 96
- B → Pro 600 SE HortiStar HR 96
- C → Gavita Pro 300 LEP EMC wide PA

Average 788	Min/Ave 0.99	Min/Max 0.97	Project maintenance factor 1.00	Scale 1:100
----------------	-----------------	-----------------	------------------------------------	----------------

Date: 11-11-2013
Designer: Theo Tekstra

The nominal values shown in this report are the result of precision calculations, based upon precisely positioned luminaires in a fixed relationship to each other and to the area under examination. In practice the values may vary due to tolerances on luminaires, luminaire positioning, reflection properties and electrical supply.

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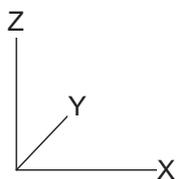
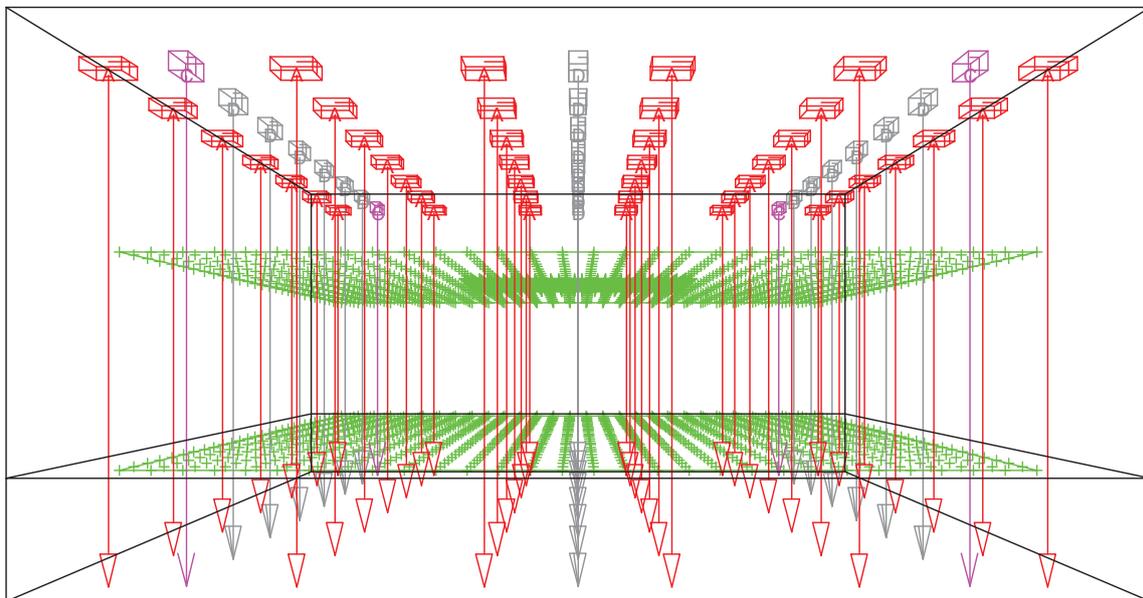
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3.3	measuring grid 5': Filled Iso Contour	10

1. Project Description

1.1 3-D Project Overview



- A → Gavita Pro 300 LEP EMC wide PA
- C → GAN 600 AL IR
- D → GAN IR IR

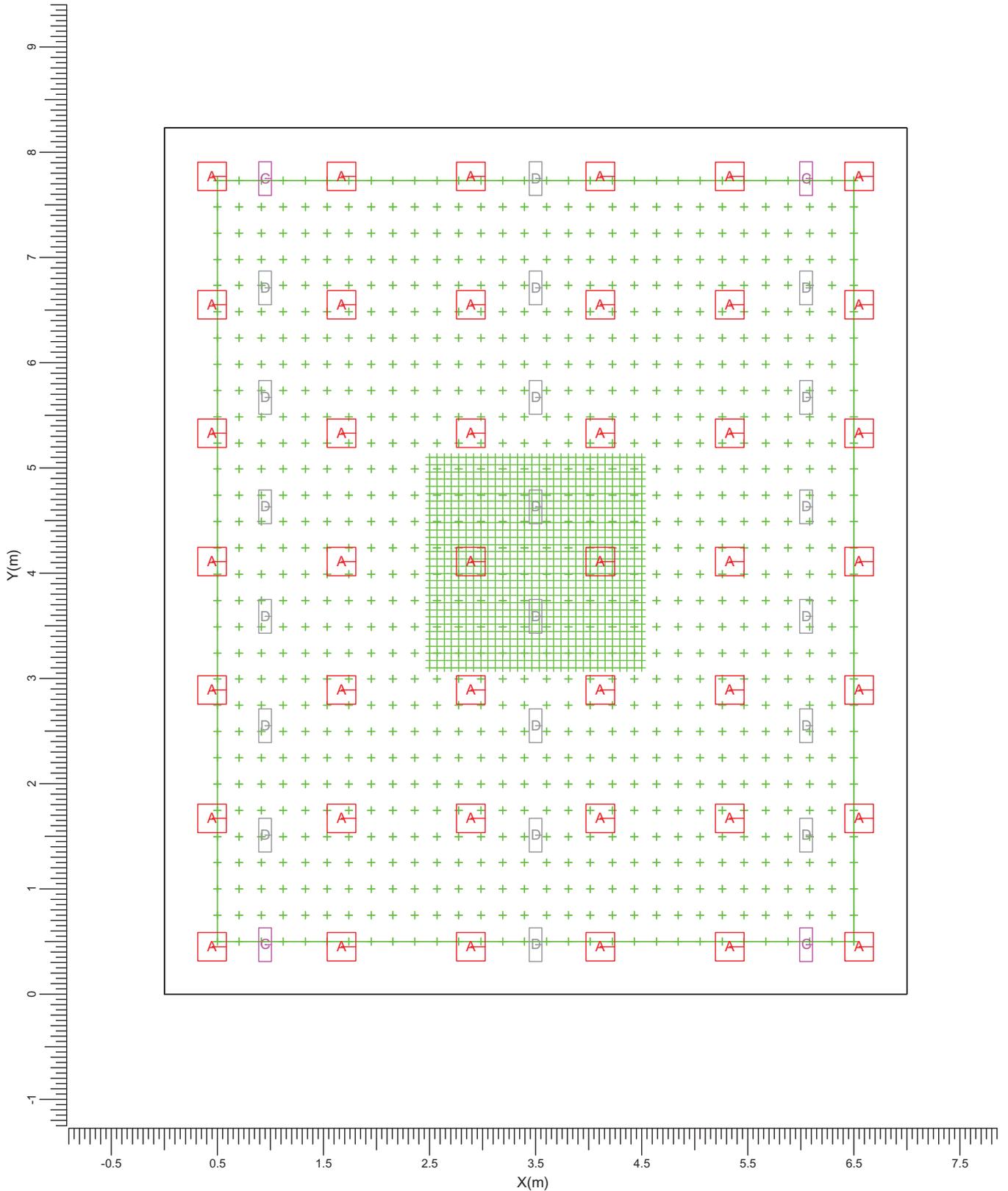
Width
7.00 m

Length
8.23 m

Height
3.66 m

Working Plane Height
0.76 m

1.2 Top Project Overview



- A → Gavita Pro 300 LEP EMC wide PA
- C → GAN 600 AL IR
- D → GAN IR IR

Width
7.00 m

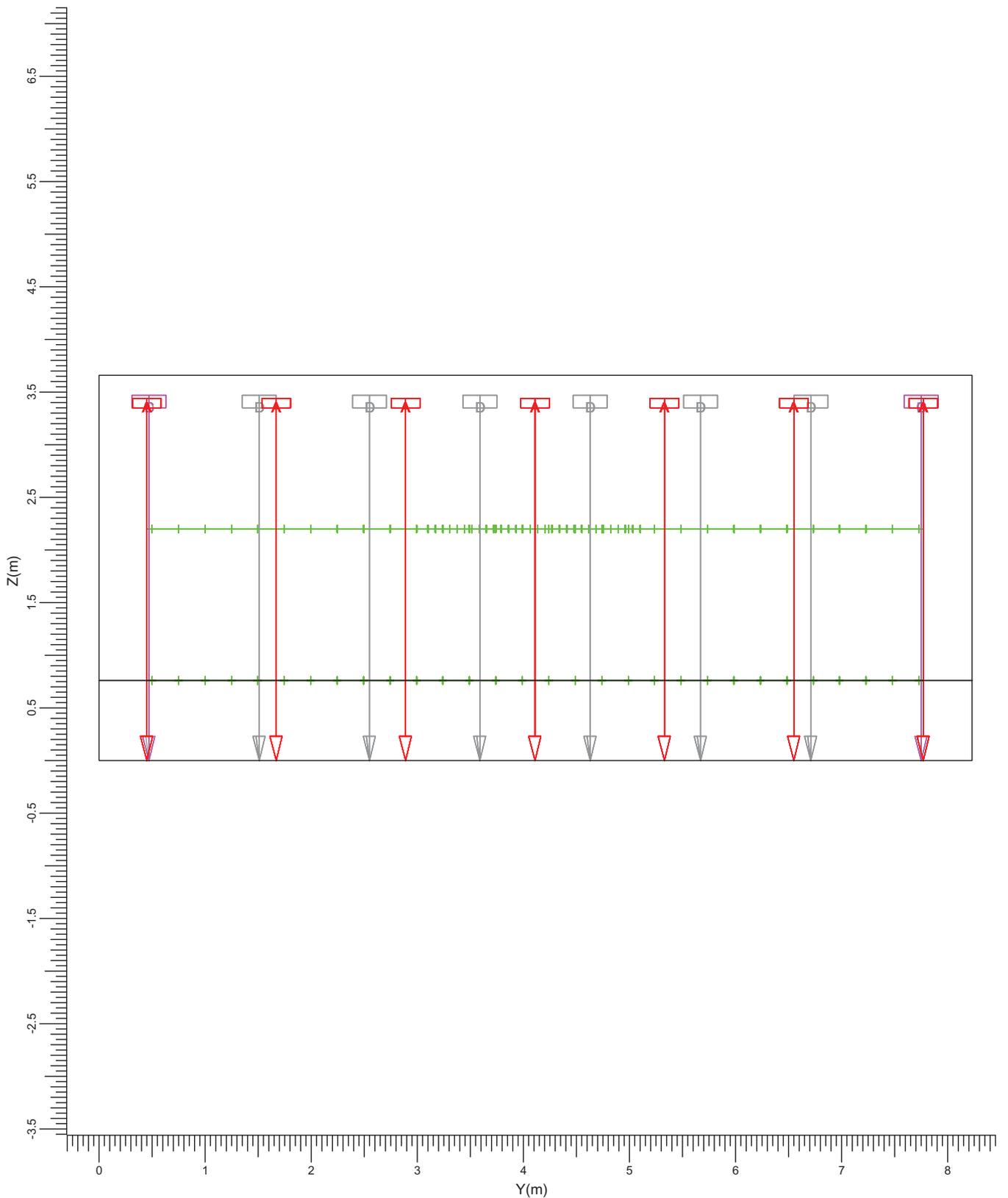
Length
8.23 m

Height
3.66 m

Working Plane Height
0.76 m

Scale
1:50

1.3 Right Project Overview



- A → Gavita Pro 300 LEP EMC wide PA
- C → GAN 600 AL IR
- D → GAN IR IR

Width
7.00 m

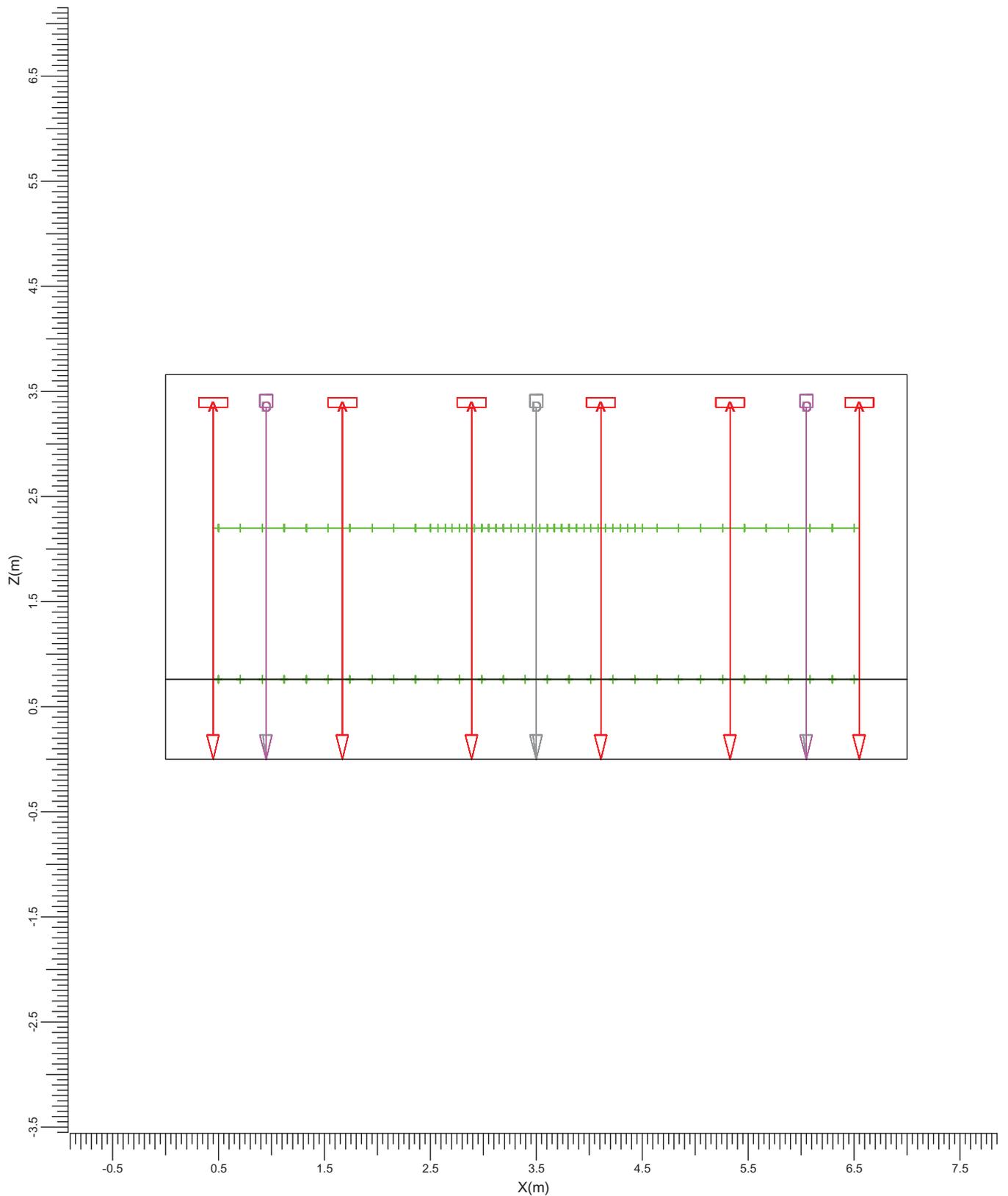
Length
8.23 m

Height
3.66 m

Working Plane Height
0.76 m

Scale
1:50

1.4 Front Project Overview



- A → Gavita Pro 300 LEP EMC wide PA
- C → GAN 600 AL IR
- D → GAN IR IR

Width
7.00 m

Length
8.23 m

Height
3.66 m

Working Plane Height
0.76 m

Scale
1:50

2. Summary

2.1 Room Summary

Room Dimensions			Surface	Reflectance
Width	7.00	m	Ceiling	0.50
Length	8.23	m	Left Wall	0.90
Height	3.66	m	Right Wall	0.90
Working Plane Height	0.76	m	Front Wall	0.90
			Back Wall	0.90
			Floor	0.30

Room Position (Front Bottom Left)

X	0.00	m
Y	0.00	m

Total Average Room Surface Luminance (cd/m²) (not valid for PAR calculations):

Ceiling	Left	Right	Front	Back	Floor
37.8	108.8	108.8	88.8	88.5	41.6

Unified Glare Rating (CIE): Undefined

The overall maintenance factor used for this project is 1.00.

2.2 Project Luminaires

Code	Qty	Luminaire Type	Lamp Type	Power (W)	PPF (μmol)
A	42	Gavita Pro 300 LEP EMC wide PA	1 * LEP41.02	273.0	1 * 250
C	4	GAN 600 AL IR	1 * IR 600W	670.0	1 * 1072
D	20	GAN IR IR	1 * IR 400W	435.0	1 * 725

The total installed power: 22.85 (kWatt)

Number of Luminaires Per Arrangement:

Arrangement	Luminaire Code			Power (kWatt)
	A	C	D	
HPS	0	4	20	11.38
LEP 41.01	42	0	0	11.47

2.3 Calculation Results

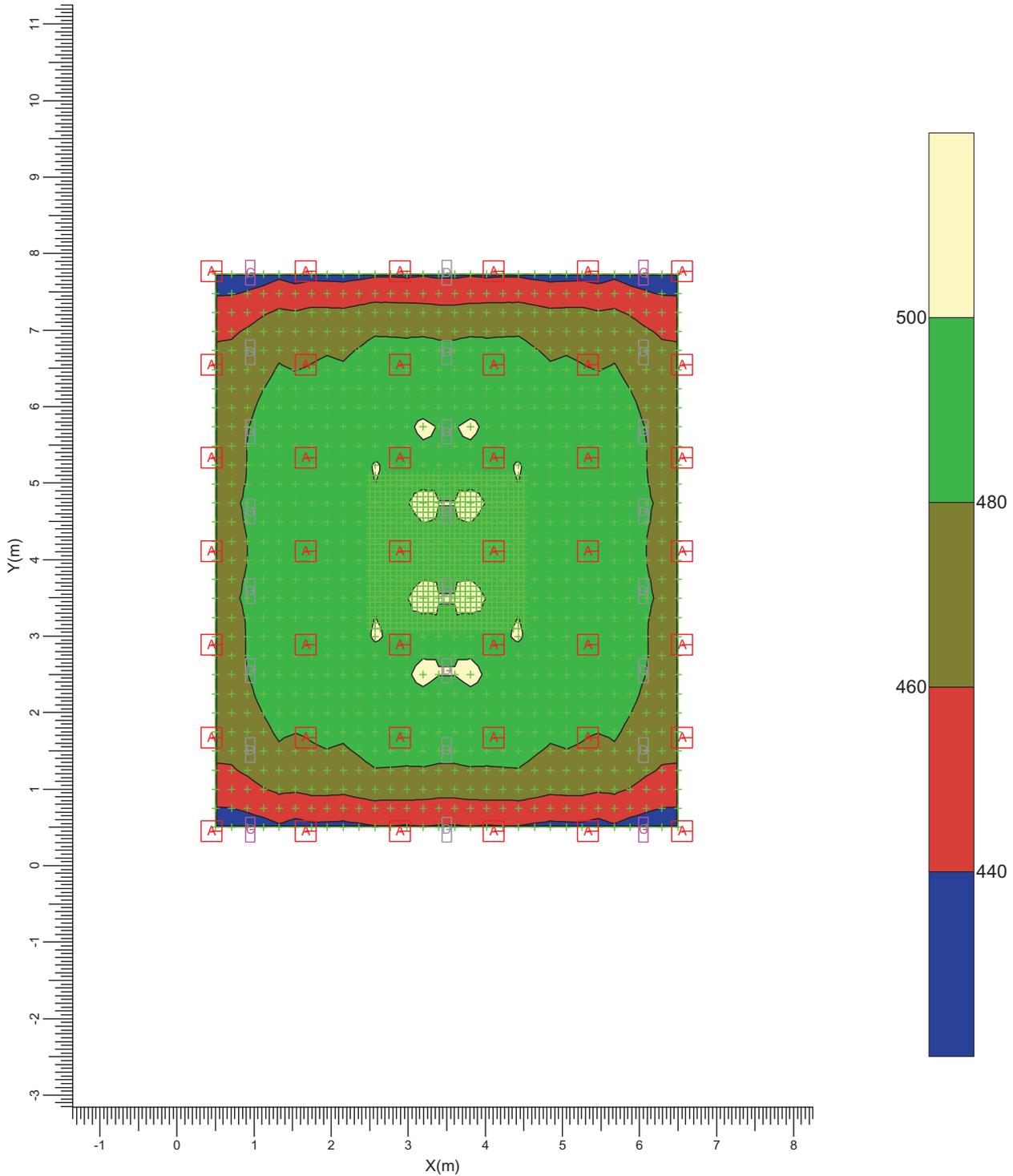
(II)luminance Calculations:

Calculation	Type	Unit	Ave	Min/Ave	Min/Max	Result
table	PPFD	μmol	479	0.89	0.85	Total
plant height 5'	PPFD	μmol	557	0.93	0.85	Total
measuring grid 5'	PPFD	μmol	561	0.93	0.87	Total

3. Calculation Results

3.1 table: Filled Iso Contour

Grid : table at Z = 0.76 m
 Calculation : PPFD (μmol)
 Result Type : Total

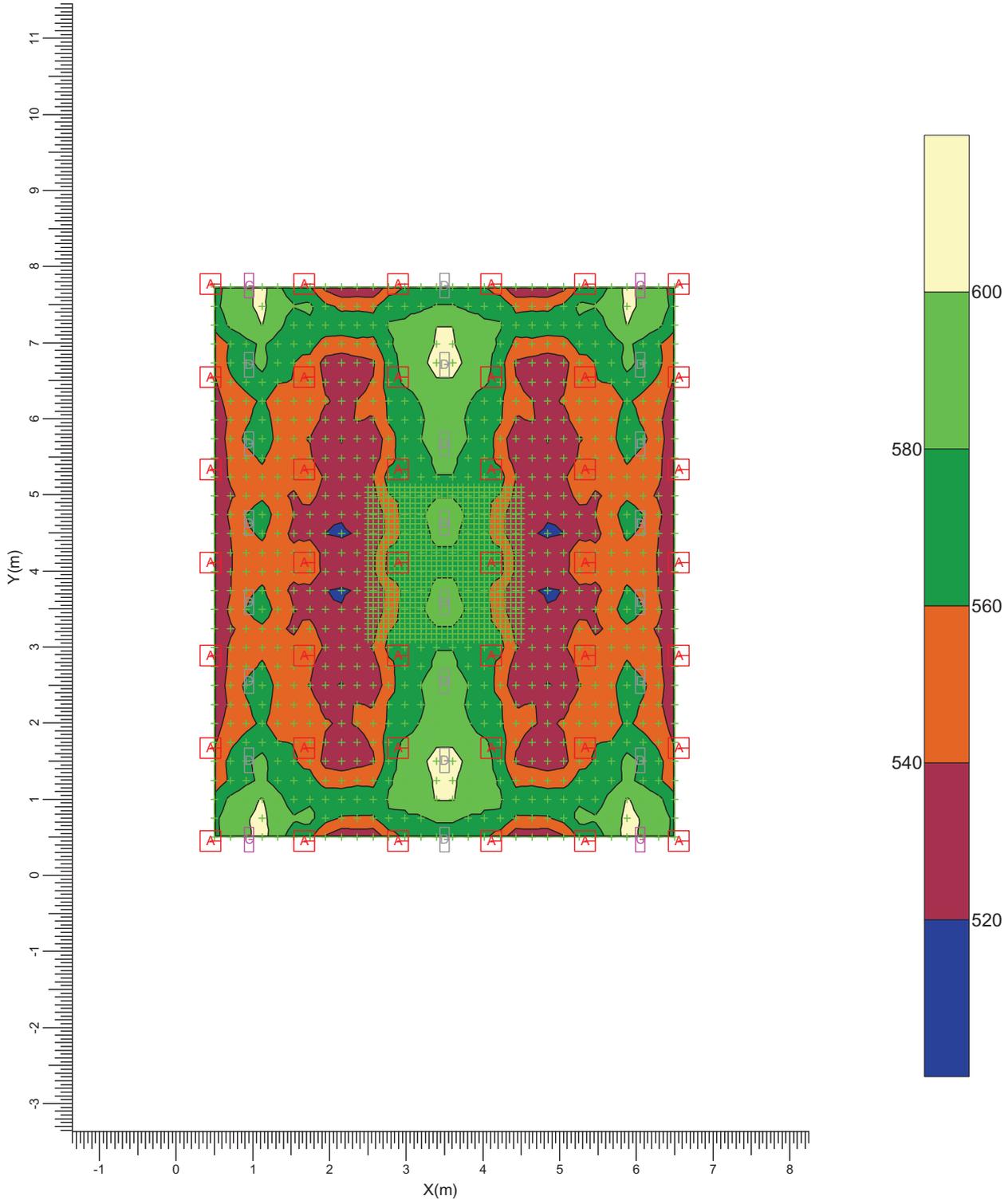


- A Gavita Pro 300 LEP EMC wide PA
- C GAN 600 AL IR
- D GAN IR IR

Average	Min/Ave	Min/Max	Project maintenance factor	Scale
479	0.89	0.85	1.00	1:75

3.2 plant height 5': Filled Iso Contour

Grid : plant height 5' at Z = 2.20 m
 Calculation : PPFD (μmol)
 Result Type : Total

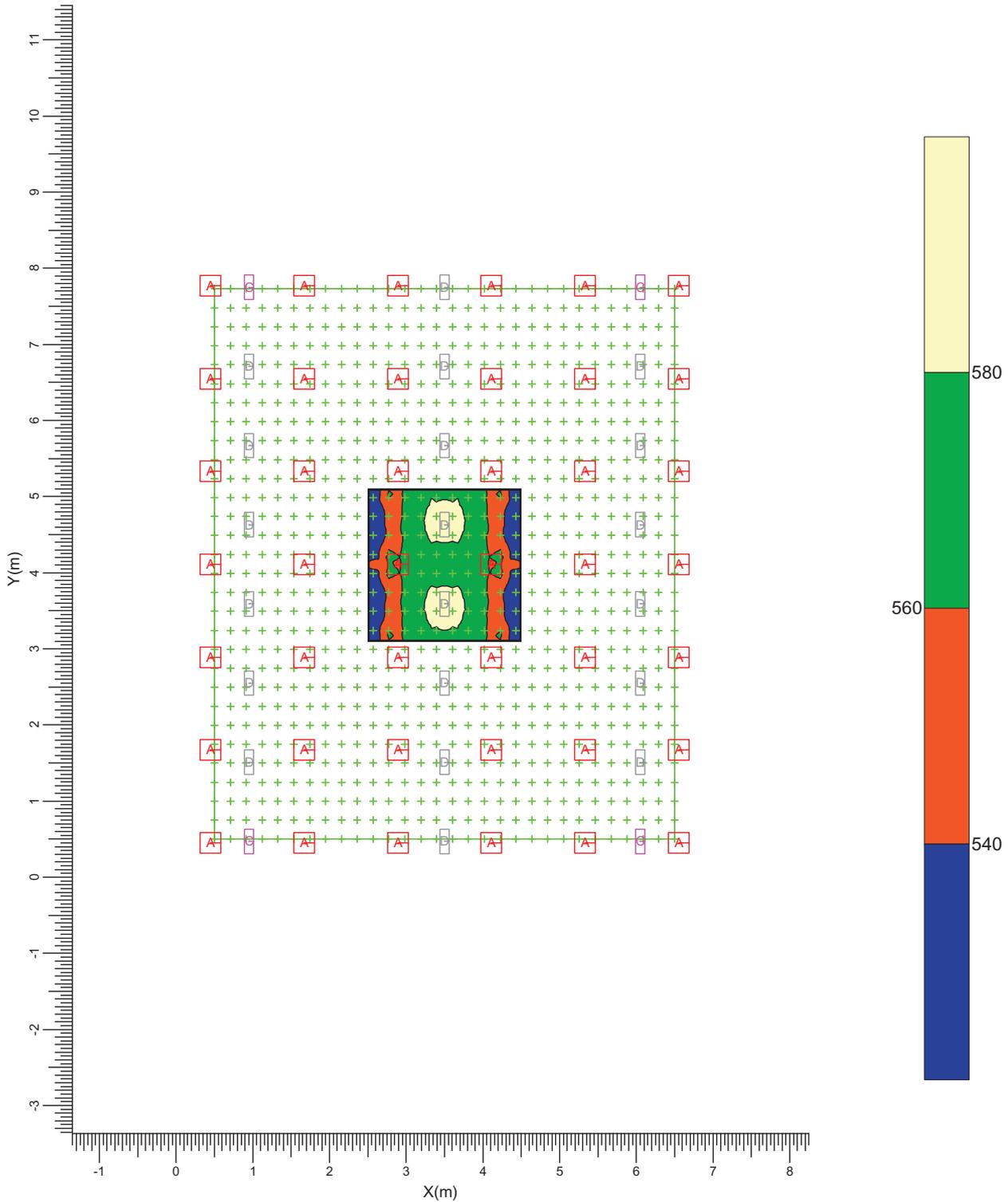


- A Gavita Pro 300 LEP EMC wide PA
- C GAN 600 AL IR
- D GAN IR IR

Average	Min/Ave	Min/Max	Project maintenance factor	Scale
557	0.93	0.85	1.00	1:75

3.3 measuring grid 5': Filled Iso Contour

Grid : measuring grid 5' at Z = 2.20 m
 Calculation : PPFD (μmol)
 Result Type : Total



- A → Gavita Pro 300 LEP EMC wide PA
- C → GAN 600 AL IR
- D → GAN IR IR

Average 561	Min/Ave 0.93	Min/Max 0.87	Project maintenance factor 1.00	Scale 1:75
----------------	-----------------	-----------------	------------------------------------	---------------

**Workplace Safety Plan
Emergency Plan**

Appendix G.2

G.2 Workplace Safety Plan: Table of Content

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- 5. Pest Control Management Plan5**
- 6. Pesticide Storage Room5**
- 7. Personal Protective Equipment (PPE)6**
- 8. Return Entry Intervals.....6**

1. Intent

C-THREE has developed a Workplace Safety Plan in order to limit employee exposure to potentially unsafe chemicals or other unsafe conditions. The workplace will meet all OSHA requirements for agricultural production and manufacturing facilities. Integrated Pest Management will be utilized with the intention of not having to use harmful chemical pesticides. The company will strive to use only pesticides approved for use on organic food crops.

2. OSHA Safety Standards

C-THREE will comply with all OSHA workplace safety standards. C-THREE will implement the following practices:

- Develop a written hazard communication program stating how they comply with the law.
- Inventory all hazardous materials.
- Obtain Material Safety Data Sheets (MSDS) on all hazardous materials or products used in the workplace (MSDS sheets are available upon request from pesticide suppliers).
- Provide employees access to all MSDSs.
- Attach warning labels for any secondary containers that hold hazardous materials.
- Provide a written policy on how the company will comply with the law, and allow employee access to the policy.
- Report information concerning chemicals used, and other information as requested, to the BLS.

C-THREE will provide annual training sessions for all employees that include:

- The location and availability of the written hazard communication program and related documents.
- An explanation of the labeling system and the material safety data sheets.
- Any operations in the work area where hazardous chemicals are present.
- The physical and health hazards of the chemicals in the work area.
- Measures employees can take to protect themselves from these hazards, including the purpose, proper use, and limitations of personal protection equipment.
- Methods of detecting the presence or release of a hazardous chemical in the work area.
- Emergency procedures.
- Document all training including employee name, job title, date of training, and type of training provided.

3. Integrated Pest Management (IPM)

IPM is a holistic approach to managing pests that utilizes cultural practices, biological, and organic pesticide application. When performing the daily walk through special attention will be paid to screening for pests and diseases. C-THREE IPM protocol will consist of the following steps:

1. **Identifying / Monitoring Pests & Diseases**
2. **Monitoring the environment**
3. **Deciding on the proper IPM intervention**
4. **Implementing the intervention**
5. **Post-intervention reassessment**

Identifying / Monitoring Pests & Diseases

Monitoring is the foundation of IPM and requires the regular inspection of plants, insect traps, and soil samples. Staff shall make sure to monitor hard-to-see spots like back corners of the room and in between dense vegetation. Special attention will be paid to “hot spots” located near doors and vents. Daily observations shall be logged using the iPad. If pests are present, staff shall estimate their number and record date, time of day, temperature, and humidity. Infested plant will be marked with a bright-colored flag for further intervention. Staff shall scout daily for the following pests, diseases, and related issues:

- **Insects** - Spider mites, aphids, fungus gnats, thrips, and whiteflies.
- **Fungi and Bacteria** - Powdery mildew and/or botrytis
- **Viruses** - Hemp mosaic virus and hemp streak virus are very rare.

Nutritional Deficiencies – Nutritional deficiency shall be diagnosed by observing characteristic symptoms on foliage. Soil and plant material will be tested to help identify exact nature of nutritional deficiencies. Once problem is identified adjustments will be made to the feeding schedule.

Environmental - The indoor environment can be manipulated to help control pests. Sealing the room and raising the levels of CO₂ for a short amount of time can combat any signs of insects. Afterwards, the enriched air will be purged until the CO₂ level is returned to 700 ppm.

Cultural Practices

Cultural and mechanical practices will be used as a preventative measure and consist of the following practices designed to safeguard plant health:

Maintain Proper Moisture Levels

- Staff shall avoid over watering and under watering, as these practices will increase the chances of disease and pest growth.
- Excess humidity can cause some disease and pests to flourish. Staff shall maintain proper ventilation to keep humidity between acceptable levels.
- Staff shall monitor temperature changes via the environmental control computer to ensure that there are no large day / night temperature fluctuations.

Optimize soil food web and nutrition

- Staff shall never over fertilize plants as this will predispose the plants to bacteria, fungi, and leaf eating insects.
- The soil food web will be augmented by adding aerated compost teas.
- Other organic amendments will be added to the soil to augment naturally

occurring biological controls of pests and pathogens.

- Municipal sludge shall never be used.

Mechanical insect trapping and monitoring:

Insect traps will be used not only to monitor for pests but also to trap and kill them. Blue and yellow sticky traps will be strategically placed throughout the room and checked daily.

Prune limbs with fungal infections or insects:

Once a plant part is identified as being infected it shall be removed and placed in a plastic container and sealed. It shall then be taken back to the microscope for further identification and disposal.

Provide food, water, and habitat for bio-control organisms:

The likelihood of a pest infestation is greatly reduced due to the strict policies and procedures designed to keep the facility free of contaminants. In the event that pests are identified, C-THREE horticultural scientist may decide to use predatory insects such as lady bugs to control a pest population. If such a course of action is taken staff will make efforts to sustain the population of predator insects by providing food and habitat.

Organically Certified Pesticide Application:

If a plant is identified as contaminated, it shall be tagged and immediately removed to the quarantine room where a decision will be made to either to treat or destroy the plant. Organic pesticides approved for use on vegetable food crops will be used only if absolutely necessary and as a last resort. Application rates and techniques will be strictly followed per the instructions on the label of the pesticide.

4. Private Applicator's Permit

In Connecticut, a farmer must be certified as a private applicator in order to purchase and use **restricted** use pesticides on agricultural crops. **“Private Applicator's Permit” certification is not required if only general use pesticides are used.** C-THREE will require one grower to pass the Pesticide Private Applicator Certification even though we will not be using **Restricted** use pesticides. It is not necessary for the certified private applicator to actually perform all pesticide applications. An employee can apply pesticides, however, the certificate holder is responsible for training the person who actually does the work, and must be available if needed. Private applicators are required to maintain records with respect to each use of restricted use pesticide and must file a report of their usage with the DEEP on or before January 31st each year for the previous year's applications.

Only one certificate per farm is needed. The pesticide private applicator certification program is open to persons who intend to use or supervise the use of restricted use pesticides on property owned or rented by them or their employer for the purpose of producing an agricultural commodity. As a minimum requirement for certification, a private applicator must show that they possess a practical knowledge of laws pertaining to pesticide applications and the pest problems associated with their farming operation. This practical knowledge includes ability to recognize common pests and damage caused by them. Recognition is critical because it is the first step in control. The

private applicator must be able to recognize the pest problem before they select among the available pesticides.

5. Pest Control Management Plan

C-THREE will develop a Pest control management plan that shall include:

1. the name and business address of the company
2. a description of the objectives of the plan;
3. the name, business address and telephone number of a contact person, employed by the company familiar with the objectives and contents of the plan;
4. a list and description of integrated pest management options to be implemented by the company;
5. a list and description of integrated pest management options rejected and the reasons for rejecting each option;
6. a list and description of pesticide use programs to be implemented by the organization including but not limited to the following:
 - a. the types and amounts of pesticide to be used;
 - b. the need for pesticide use and purposes for which the pesticides are to be used;
 - c. the locations to be treated and the timing and frequency of pesticide application to each location;
 - d. the name and certification number of any employees that will perform pesticide applications for the organization; and

Whenever an employee applies any pesticides or implements an integrated pest management program the company shall maintain a record of the pesticide applications and integrated pest management programs implemented. These records shall be maintained for not less than five years after the date of pesticide application and the implementation of an integrated pest management program, and shall include:

1. A description of each integrated pest management method implemented;
2. the reason for not using integrated pest management methods if none was used;
3. the purpose of each pesticide application and a description of each pesticide application including but not limited to;
 - a. the name and certification number of the commercial supervisor and the commercial operator;
 - b. the kind, amount and rate of application of pesticide used;
 - c. the date and place of application;
 - d. the name of the manufacturer and the U.S. Environmental Protection Agency registration number of each pesticide used; and
 - e. the pest treated for.

6. Pesticide Storage Room

Pesticides will be stored separately from fertilizers, nutrients and amendments. This will eliminate the risk of cross contamination that could occur as a result of a pesticide container leaking or breaking due to some anomalous event, or employee error. These

rooms will be properly vented according to FDA regulations.

7. Personal Protective Equipment (PPE)

- Personal protective equipment must be worn every time an applicator applies pesticides inside a greenhouse. Read the pesticide label for specific instructions.
- The eyes must be covered either with chemical splash goggles or a full face respirator.
- The head and neck must be protected.
- Use chemical-resistant rain hats, or washable hard hats and hooded chemical resistant spray suits.
- Cover the arms, body and legs with a chemical resistant suit. Do not use cotton coveralls. They do not provide adequate protection for greenhouse applicators.
- Wear unlined, chemical-resistant boots that cover the ankles.
- Wear chemical-resistant gloves.
- Clean all personal protective equipment after each use and store in a clean uncontaminated area.
- Launder garments, including undergarments at the end of each work day. Because most materials will accumulate pesticide residues over time, you should replace gloves, boots and suits periodically

8. Return Entry Interval (REI)

- Any person making an application of a pesticide in the C-THREE facility shall post a sign notifying the public of such application at each conspicuous point of entry.
- Any sign may be placed on an application-specific basis from the date of application until the reentry period established under FIFRA has lapsed for such application.
- Any such sign shall be maintained by the person making application in a readable manner provided such person shall not be responsible for acts of vandalism to such sign.
- Any sign posted pursuant to this subsection shall be not less than eight and one-half inches by eleven inches in size and shall be in form substantially as follows:

ATTENTION

RESTRICTED USE PESTICIDES ARE IN USE

PLEASE AVOID THIS AREA

G.2 Emergency Plan: Table of Contents

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Fire Police Ambulance	911
C-THREE Security (non-emergency):	XXX.XXX.XXXX
Fire & EMS Department (non-emergency):	203.597.3450
Police Department (non-emergency):	203.574.6911
Poison Control Center:	1.800.222.1222

C-THREE LLC can be contacted with any questions regarding this manual and how Staff shall use it:

Operational Manager: XXX.XXX.XXXX

1. **Scope & Intent**

THIS MANUAL IS A TOOL designed to guide you in the event of an emergency. C-THREE has taken every reasonable effort to ensure the accuracy and completeness of the information in this manual. The material is intended to be concise, simple, and instructional, therefore it covers only the most common emergencies and not every potential event. In an emergency it is imperative to use good common sense. **Always use initiative, intuition and good judgment to assure your own personal safety.** Since every situation is different, your response will depend on the particular circumstances of the emergency.

It is *every staff member's responsibility* to know what action to take before, during and after an emergency. Please read this manual and practice the procedures outlined within. Familiarize yourself with your workplace environment, and the emergency preparations and procedures detailed herein. C-THREE staff shall rehearse and walk through the procedures. Take the necessary precautions mentioned in this manual.

2. **Cultivation Center Building Safety Features**

The cultivation facility itself and the building in which the cultivation facility is contained are both equipped with a set of safety features as required by law.

2 (a) **Fire Alarms & Smoke Detectors**

Fire alarm pull stations will be located throughout the Cultivation Center. Their locations will be noted on the emergency system floor plans that can be found on the wall behind the security desk at the main entrance, on one of the walls of the staff changing room, within the main service hallway of the restricted access area, and on a wall within the kitchen. Activation of the fire alarm will send an audio/visual signal to the central monitoring station which will in turn dispatch the fire department. Every room in the Cultivation Center contains a dual sensor smoke alarm.

2 (b) **Fire Extinguishers**

All-purpose “ABC” dry chemical fire extinguishers are kept at the security desk, within the utility hallway, the vegetative room, and the kitchen. If you use or discharge an extinguisher for any reason, please notify management so that the extinguisher will be recharged or replaced immediately.

2 (c) **Door Locks**

Doors within the Cultivation Center are secured using key-card and biometric locking systems. These systems can be simultaneously unlocked by entering the proper authorization code using the computer at either the security desk or within the monitoring room. There is also an emergency key that can be used to open these doors manually. In the event that a fire is detected, the door to this specific room will be automatically locked so as to prevent the spread of the fire.

2 (d) Emergency Floor Plans

Emergency Floor Plan signs are located on the wall behind the security desk at the main entrance, on one of the walls of the staff changing room, within the main service hallway of the restricted access area, and on a wall within the kitchen.

2 (e) Public Address System

A Public Address (PA) system allowing one-way paging to any room within the Cultivation Center shall be used during emergencies to provide relocation or evacuation instructions and other critical information.

2 (f) Emergency Power & Lighting

During a power failure, an emergency generator operates automatically, powering all safety equipment and emergency lighting. The emergency power system runs the fire pump, and provides emergency exit lighting throughout the restricted access area.

3. Evacuation & Relocation Procedures

IT IS IMPERATIVE to practice a building evacuation plan before an emergency occurs. In the event that a fire alarm or public address announcement identifies an emergency situation within the Cultivation Center that requires evacuation, please follow the following procedures:

1. Remain calm and orderly. Walk quickly but do not run. Follow the instructions of the Chief Horticultural Scientist; and
2. As operational manager the Chief Horticultural Scientist will perform, and direct the Security Guard to perform the following tasks:

Chief Horticultural Scientist: Move building occupants to the closest exit. Coordinate efforts of all Emergency Response Team members and ensure complete evacuation (including remaining ERT members).

Security Guard: Direct any Staff or authorized visitors present in the conference room, lobby, or gowning room to exit via the main entrance.

Staff: Search the Cultivation Center as you are leaving to make sure your co-workers are doing the same. Check all enclosed spaces such as bathrooms, storage closets and the kitchen.

Disabled Assistant: Help any person needing assistance to move to the nearest exit. If the individual is unable to leave or has been injured, stay and send another person to the front entrance to inform Security, the Fire Department, or EMS of the situation. These persons will assist in evacuating the individual. You will then:

1. Go to the designated relocation assembly area.
2. Immediately report to Security, the Fire Department, or EMS the location and condition of any individuals who could not be evacuated / relocated.
3. Stand by for further instructions.

4. Fire Emergency Procedures

4 (a) What to do if you see fire

- Activate the nearest fire alarm pull station.
- Call **911**. Report your exact location and type of fire. Give your name and phone number – don't hang up until the operator tells you to do so.
- Warn others in the immediate area.
- Call Security.
- Use an extinguisher only if the fire is small and it is safe to do so.
- Begin evacuation procedures.
- Use caution when you approach a closed door – there may be fire behind it.
- Carefully check for heat with the back of your hand by lightly touching the doorframe near the top, and
- Then check the doorknob. Do NOT open hot doors - go to an alternate exit.
- If the door is cool to the touch, brace yourself and open it slowly. You may need to shut it quickly if you encounter flames or smoke.
- If you find yourself faced with an area filled with smoke, enter carefully and close the door behind you.
- If you encounter heavy smoke, ***drop to your hands and knees*** and keep your face near the floor.
- If water is available, dampen a cloth and breathe through it to reduce smoke inhalation.
- Follow the wall to the nearest exit and leave the building.

4 (b) What to do if you are trapped in the building

- Stay calm. If safe, proceed to a room with an outside window and stay there.
- If there is a working telephone in the room, dial 911 and tell the dispatcher exactly where you are, even if you see fire trucks below.
- To help rescuers find you, stay where they can see you and wave something bright and light-colored to attract their attention.
- To keep smoke out of your refuge area, stuff the cracks around the door and cover the ventilators with clothing, towels or newspapers.
- If water is available, dampen a cloth and breathe through it to reduce smoke inhalation.

- Rescuers will first attend to those who are in the most immediate danger, so your rescue may take time.
- Above all, think before you act and be patient until help arrives.

4 (c) What to do if you hear the fire alarm

Begin evacuation procedures.

4 (d) What to do if you smell smoke

Alert the Chief Horticultural Scientist or Security.

4 (e) How & When to Use Fire Extinguishers

Dry chemical fire extinguishers are effective on all types of small fires. Extinguishers are kept at the security desk, within the utility hallway, the vegetative room, and the kitchen. Extinguishers should only be used on small fires (wastebasket-sized). If the fire is discovered while it is still small enough to be contained, take the extinguisher, stand back 8–10 feet from the fire and follow the **PASS SYSTEM**:

Pull the retaining pin;

Aim the nozzle at the base of the flames;

Squeeze the handle completely to discharge the dry chemical on the fire; and

Sweep the nozzle from side to side.

Go slightly beyond the fire area with each pass. Once the fire is out, wait before leaving the area. If the fire re-ignites, you may need to make another application. Fire extinguishers can generate a great amount of smoke when used, so be careful - smoke contains noxious fumes. Since smoke inhalation is the major cause of fire deaths, cover your mouth and nose with a wet cloth whenever possible. If it is not feasible to use an extinguisher, begin evacuation procedures at once. Close doors behind you to contain the fire.

5. Medical Emergencies

- Stay calm and determine the nature of the medical emergency.
- **DIAL 9-911**
- Identify yourself and your exact location.
- Describe the nature of the emergency. Take note of any bracelets identifying a medical condition.
- **Call Security** so they can lead emergency medical responders to the exact location.
- Advise fellow employees of the emergency and request assistance.
- Secure the belongings of the patient.
- Administer first aid to the degree you are trained.

Medical emergencies involving CARDIAC ARREST (or suspected heart attacks or unconscious/unresponsive persons):

- Alert Security and ask that they deliver the Lobby AED (defibrillator) to your exact location.
- If Security is not responding, send someone to retrieve the nearest AED – from either the security desk or the Cultivation Center monitoring room.
- Instruct a co-worker to find a trained AED-CPR rescuer. There is always at least one trained individual on duty.
- Report the incident to the Chief Horticultural Scientist or management.

5 (a) First Aid - If you provide first aid, consider the following:

1. Is immediate action needed in order to save a life?
2. Will I place myself in harm or jeopardy?

FIRST AID IS MINOR CARE ONLY . . . DO NOT JEOPARDIZE YOUR HEALTH OR THE HEALTH OF THE PATIENT. WAIT FOR PROFESSIONAL HELP IF YOU ARE NOT ABLE TO PROVIDE FIRST AID SAFELY OR ARE NOT TRAINED IN FIRST AID.

To obtain prompt professional emergency medical treatment, you should immediately request an ambulance. The following is a brief summary of the procedures for contacting EMS.

1. Dial 911 if it is an emergency or 203.573.7710 if it is a non-emergency
2. Provide:
 - a) Your name and telephone number.
 - b) Location of the emergency (Building and Room Number).
 - c) The extent of the accident/injury and number of people involved.
 - d) Location where someone will meet the ambulance for directing personnel to the injured.
3. Notify the Chief Horticultural Scientist or management immediately. The individual making the call should continue to stay on the phone with the dispatcher and answer as many questions as possible regarding the condition of the injured person so that information can be forwarded to the responding emergency personnel. Medical emergencies should not be transported in personal vehicles.

6. Bomb Threat

6 (a) Bomb Threat Callers

Callers send warnings of possible bombs for a variety of reasons; to make a statement; to create panic or disrupt normal business; to get “free” publicity for a cause, or because they know of a threat and want to alert people to evacuate the building. Rarely does the caller want to injure people. If the intent was to cause harm, they would not bother to inform anyone of the presence of a bomb.

A bomb threat may be delivered over the telephone (most common), through the mail, by messenger, on a note left in a public place, or even on your computer screen. While statistically most bomb threats turn out to be hoaxes, they must all be taken seriously.

6 (b) Receiving a Bomb Threat

The majority of threats are made by telephone. If you should receive the call, remain calm and concentrate on the exact wording used in the message. Focus your attention on the call. Details are invaluable in evaluating the threat. In addition, after the threat has been resolved, the investigators will benefit from as much detail as you can provide. Follow these guidelines:

- Remain calm and try to keep the caller on the line.
- Refer to the Bomb Threat Form on the following pages and ask the caller as many questions as possible; gather as much information as you can.
- Notify Security. Security will notify the Police Department.
- Wait calmly for further instructions from Security or Building Management.
- Do not mention the call to anyone else.

6 (c) Bomb Searches

You know your work area better than anyone else. What may appear commonplace to you may seem out of place to an “outsider” and vice versa. For this reason, Building Security will often ask occupants to search their own workspaces and/or office suites.

In the event of a bomb threat, Security will make appropriate announcements over the PA system. Please pay careful attention to these announcements and follow any instructions given. Following the guidelines below, search your own work area if instructed to do so.

- Verify that your immediate work station or office suite does not contain foreign, unidentified, or suspicious object(s).
- Carefully search a co-worker’s space if he or she is absent.
- Take reasonable personal belongings with you if and when you evacuate. They may cause unnecessary wasted searching efforts.

6 (d) Important Points to Remember while Searching

- If asked to search your area, please follow these guidelines, and remember that your safety comes first - do not take unnecessary risks!
- Be suspicious of anyone unfamiliar loitering in the area or showing overt curiosity.
- Begin at one end of your work area and search methodically to the other end. Search every location. Remember that devices are most readily concealed in areas that have the easiest access.
- Look for anything unusual or out of place.
- Look high and low, not just at eye level. For instance, search an area on three levels: floor to knees; knees to shoulders, shoulders to ceiling.
- Pay particular attention to the following areas:
 - ✓ Trash receptacles
 - ✓ Fire extinguisher cabinet
 - ✓ Restrooms and locker rooms
 - ✓ Food service areas
 - ✓ Closets, hallways, and passageways
 - ✓ Any areas readily accessible to the public

If you should encounter a suspicious-looking package or a questionable item, ***do not touch it!*** Try to establish ownership of the item in question. If no one claims it, then there is a good chance that it doesn't belong there. Alert others in the immediate area, report it to your supervisor and follow his/her instructions. Immediately report the results of your search to the appropriate party, as instructed.

6(e) BOMB THREAT FORM - Try to calmly ask the following questions:

1. *When* is the bomb going to explode?
2. *Where* is it right now?
3. *What* does it *look* like?
4. What *kind/size* of bomb is it?
5. What will *cause* it to explode?
6. Did *you* place the bomb?
7. *Why*?
8. What is *your address*?
9. What is your *name*?

TRY TO DETERMINE THE FOLLOWING: (Circle all that apply)

CALLER'S VOICE:	BACKGROUND SOUNDS:
<p>Calm Angry</p> <p>Loud Soft</p> <p>Slow Rapid</p> <p>Crying Laughing</p> <p>Excited Normal</p> <p>Distinct Slurred</p> <p>Stuttering Lispering</p> <p>Whispering Nasal Tone</p>	<p>Street Noise Booth</p> <p>Café/Bar Voices</p> <p>PA System Music</p> <p>House Noises Motor</p> <p>Animal Noises Office</p> <p>Clear Static</p> <p>Long Distance Local</p> <p>Factory Machinery Other</p>
<p>High-pitched Deep</p>	<p>THREAT LANGUAGE:</p>
<p>Accent Disguised</p> <p>Clearing Throat Raspy</p> <p>Deep Breathing Cracking Voice</p> <p>Familiar Voice Unfamiliar Voice</p> <p>If familiar, who did it sound like?</p>	<p>Well-Spoken Foul Language</p> <p>Incoherent Rational</p> <p>Righteous Good Grammar</p> <p>Choice of Words Taped</p> <p>Write down as much of the message as you can remember:</p>

7. **Civil Unrest | Terrorism Incidents**

In the event of civil unrest, terrorism threat/attack, or other civil defense emergency, you will be notified via the building public address system. Please observe the following guidelines:

- Follow the instructions of the CHS, Security Guard, or C-Three Management. Employees will be notified over the public address system whether to evacuate or if it is unsafe to leave the building.
- Use good judgment, remain calm and stay on your floor unless you are in an unsafe position or are instructed to leave by Security.
- Secure all valuable materials in a safe place.
- Cooperate with colleagues and safety personnel. Certain services may be limited during an emergency.
- Access to certain areas may be restricted. Withdraw from the area until it is safe to enter. Your safety should be your primary concern.

8. **Utility Failure**

8 (a) **Electrical Failure**

The Cultivation Center Building was designed to minimize the risk of a building-caused general power failure. Should a power failure occur, it will typically affect either an isolated area of the building or some larger portion of the surrounding geographic area (a blackout or brownout). All public areas are equipped with exit signs and emergency lights powered by the building's emergency generator. In addition, the following systems will operate during a general power failure:

- One elevator in each bank
- Fire and life safety equipment
- Fire pump pressurization fans
- Emergency pathway lighting

If a power failure occurs, observe the following guidelines:

- If your phones are in working order, contact Security or management.
- Raise window blinds to let in outside light.
- Check to see if the situation you are experiencing is shared by your neighbors.
- Report all injuries promptly and seek proper medical attention without delay.
- Turn off and disconnect all electrical appliances and lights to prevent damage if there is a power surge once electricity resumes.
- Stay where you are unless told to evacuate. Do not congregate in lobby areas or in the street.

- If you are trapped in an elevator during a power failure, wait for assistance. The elevator will cease operation, but *will not fall*. Do not force open the doors or try to escape through the roof hatch. Do not panic. Elevators will be brought down to the Lobby, one at a time, until all elevators are down and their occupants released.
- Management will advise you as soon as possible regarding the duration and cause of the power failure.

8 (b) Plumbing Failure / Water Leak

Cease using all electrical equipment. Call designated plumbing service.

8 (c) Natural Gas Leak

Cease all operations, exit the area immediately, and call the Emergency Dispatch Center. Do not attempt to correct the problem yourself. Do not concern yourself with appliances or equipment. Leave the area immediately.

9. Severe Weather

9 (a) Severe Thunderstorms

THE NATIONAL WEATHER SERVICE will issue advisories predicting areas of severe thunderstorm activity.

- If you are in the building, STAY INSIDE, do NOT evacuate.
- If you are outside, head for cover. Move to an area away from trees, power lines, and roadways.
- Keep away from windows and the exterior of the building.
- Move to the center of the building, the elevator lobby, bathrooms or interior offices.
- Assist any disabled persons in the area in moving to a safe place.
- Report any damage, safety hazards or injuries to Security.

9 (b) Tornadoes & High Wind Warnings

THE NATIONAL WEATHER SERVICE will issue a tornado warning confirming a tornado sighting and location (extremely rare in the Connecticut). The Weather Service will announce the approximate time of detection and direction of movement. Winds will be in excess of 75 miles per hour.

- If you are in the building, STAY INSIDE, do NOT evacuate.
- If you are outside, head for cover. Move to an area away from trees, power lines, and roadways.
- Do not use the elevators.
- Keep away from windows and the exterior of the building. Move to the center of the building, the elevator lobby, bathrooms or interior offices.

- Assist any disabled persons in the area to move to a safe place.
- Report any damage, safety hazards or injuries to Security.

10. Fire Prevention

10 (a) Common Sense Fire Prevention

- Do not let paper accumulate in your office or in storage areas. Pay special attention to housekeeping in areas where discarded paper accumulates, such as storage areas, copy rooms, or kitchens.
- Make sure electrical cords are in good condition. Inspect them periodically and replace them, or report frayed cords to the Chief Horticultural Scientist.
- Do not bypass grounded plugs.
- Use surge-protected power strips in place of extension cords.
- Space heaters are not allowed in the building.
- Store all flammable liquids in a cool, safe location. Do not store large quantities of flammable solvents.
- To ensure ease of evacuation in an emergency, keep all hallways and stairwell exits free of boxes and trash.
- Blocking fire doors open is a direct violation of the Fire Code and will allow smoke and fire to spread throughout the floor. Do not block open fire doors at any time.
- Make sure all electrical equipment is turned off before you leave at the end of the day. This includes coffee pots, copiers, typewriters, computers, and printers.
- Use care when using microwave ovens to prevent burning food or contents.

10 (b) Fire Drills

Management and the Chief Horticultural Scientist will schedule fire drills at least once a year. The Chief Horticultural Scientist is responsible for conducting, documenting, and preparing a critique of each fire drill held.

10 (c) Chief Horticultural Scientist Responsibilities

Review the “Fire Emergency Procedures” chapter of this manual with other building occupants and make sure that all functions and responsibilities are carried out during the drill.

- Check individual and team response to the fire area and verify status of occupants.
- Communicate issues or problems to management.

11. Crime & Violent Behavior

Workplace violence can take many forms. Learn to identify the specific behavior

that should be reported to your supervisor:

- Any behavior that is physically threatening to yourself or another person.
- Behavior or actions that a reasonable person would interpret as potentially violent (verbal threats, throwing objects, waving fists, destruction of personal property).
- Any substantial threats to harm another person, destroy property, or in any way endanger the safety of employees.
- Behavior that might signal emotional distress and potential violence (severe mood swings, impulsive or intimidating behavior, yelling).

If a person's behavior becomes inappropriate:

If you feel you are in imminent personal danger, leave the area if possible.

DIAL 9-911

Notify Security.

If a person enters your work area with a weapon:

- Get into the nearest room, out of sight of the shooter, and lock doors.
- Hide under your desk or in a far corner of your office.
- Keep still – stay silent and listen.
- **DIAL 9-911**
- Stay in your hiding place and listen for instructions or rescuers.

Common-sense rules in a dangerous situation:

- Trust your instincts. If you are afraid, you probably have a good reason.
- Take all threats seriously.
- Try to create physical space between you and the person threatening you.

11 (a) How to Report

Contact the Waterbury Police Department to report the crime. In any event, if the crime is an emergency that would require immediate police and/or medical response, merely dial “911.” You do *NOT* need any coins to dial 911 from a pay telephone. Simply lift the handset and dial “911.” **Dialing 911 from a cell phone may connect you to the Connecticut 911 Center. They have a direct line to Waterbury Police Department.**

11 (b) Reporting Crimes in Progress

If you are a victim or a witness to any in-progress criminal offense, report the incident as soon as possible by dialing 911. You should attempt to provide as much of the following information as possible:

1. Nature of the incident. **MAKE SURE** the dispatcher understands that the incident is in progress!
2. Location of the incident.
3. Description of suspects involved.

4. Injuries that have occurred.
5. Description of any weapons involved.
6. Description of property involved.

Stay on the line with the dispatcher until help arrives. Keep the dispatcher updated on any changes so responding units can be updated. Even if you cannot communicate, keep the line open. The dispatcher may be able to learn more about what is happening.

11 (c) Reporting Crimes not in Progress

If you have become a victim of a crime and it is not an emergency or life-threatening situation, telephone the local jurisdictional Police Department; be prepared to provide at least the following information:

1. Your name.
2. Your address.
3. Your telephone number.
4. A brief synopsis of what occurred.
5. Your exact location at the time of the call (room #, apartment #, campus building, etc.)

Marijuana Transport Plan

Appendix H.

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 - 3 (f) Routed deliveries
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1. Introduction

Safety and security begins with a strong partnership between C3 and the community, and an open line of communication with law enforcement officials. C3 welcomes additional input from Connecticut State Police the Regulators with oversight of the Medical Marijuana Program, municipal leaders, and community stakeholders to improve upon these policies and procedures.

In consultation with delivery and security specialists, C3 has created a comprehensive approach to delivery and transport, including state-of-the-art technological tools, clearly defined and communicated roles, clear record keeping, redundancies, and accountability.

Expressway Courier & Freight, LLC has been a leader in expedited logistics for more than 25 years. The executive offices are located at 36 Mill Plain Road, Danbury CT 06811. The company is working with C3 to coordinate the delivery and transport of medical marijuana products. Expressway Couriers will:

- Transport and deliver medical marijuana in strict compliance with the Connecticut Medical Marijuana Program including Regulation Section 21a-408-60 (“Transportation of Marijuana”);
- ONLY transport medical marijuana products from the C3 registered Production Facility to state licensed and registered dispensaries;
- NOT cross state lines and leave the state of Connecticut;
- NOT deliver directly to patients;
- Store all locked transport boxes in a safe and secure storage compartment that is part of the vehicle;
- Possess a department-issued identification card at all times when transporting or delivering medical marijuana.

2. Mission

Expressway Courier & Freight LLC, using proprietary protocol and systems, will provide safe and secure delivery of medical marijuana products from the C3 Production Facility directly to registered Dispensaries. Expressway Courier is fully licensed and bonded. Working together, C3 and Expressway Courier are committed to:

- Working as partners with state & local authorities from planning through execution;
- Identifying risks and hazards facing the transportation of medical marijuana;
- Identifying, mitigating and preparing for identified risks, hazards, and vulnerable points in the supply and delivery chain.

3. **Secure Transport**

Prior to transporting marijuana products, Production Facility staff will create a shipping manifest using a form prescribed by the commissioner. The manifest will be securely transmitted to the dispensary facility that will receive the product and to the department at least twenty-four (24) hours prior to transport. All records will be maintained and available to the department upon request.

Expressway will scout multiple delivery routes and perform test runs to determine the safest routes, accounting for time-of-day and traffic patterns. The company will only deliver to well-illuminated and secured parking areas at registered dispensaries. A Security guard must be present at dispensaries during deliveries. Expressway will require that Dispensaries have a private and locked room for delivery exchange.

The locked transport box will be weighed, and the manifest reviewed and executed upon approval by all parties. The locked box will be loaded into a safe and secure storage compartment that is part of the vehicle. The storage compartment shall not be visible from the outside of the vehicle. The delivery service shall follow the Secure Transport Policies listed below:

3 (a) **Vehicle**

Deliveries will be effected by Expressway Courier's unmarked cars or vans for the transport of medical marijuana. Each vehicle is equipped with a proprietary GPS tracking system which monitors the vehicle location at all times. The Connecticut State Police (CSP) department and production facility employees will have access to the secured online web-based tracking system in real-time. Smoking is strictly prohibited in transport vehicles.

3 (b) **Vehicle Alarm**

In addition to a standard alarm system, each vehicle will be equipped with a proprietary alarm system. When activated due to attempted theft or safety concerns, the proprietary alarm instantly sends notification to Expressway Courier and the local CSP department.

3 (c) **Drivers**

Expressway Courier will employ two drivers per vehicle. Drivers will be licensed to carry a concealed weapon. Drivers are primarily retired police officers hired through the recommendation and cooperation of the state police department. Drivers will be trained both by Expressway Courier and C3 in security procedures and delivery requirements. One driver is required to stay in the vehicle at all times until all deliveries are completed.

3 (d) **Background Checks**

Expressway Courier requires mandatory background checks and drug testing for each driver. Results will be available to the CSP department and the Production Facility.

3 (e) Locked Transport Boxes

Each vehicle will be equipped with a safe and secure storage compartment that is part of the vehicle. Hermetic containers will be loaded with marijuana products at the Production Facility prior to pickup. The transport containers will be weighed and locked before being placed into the vehicle's secure storage compartment. Expressway Courier drivers will not have access to the keys that open the transport boxes. Designated dispensary officers will have a limited, logged, set of keys.

Registered dispensaries will be equipped with identical or substantially similar and compliant, extra containers. Upon delivery, the receiving-dispensary will be instructed to return an empty container in exchange for the loaded one.

A **manifest** will be created at least twenty-four (24) hours before delivery. The manifest will be securely transmitted to the receiving Dispensaries and the Commissioner.

3 (f) Routed Deliveries

Expressway Courier will investigate and create multiple routes to each registered dispensary. Each route and all delivery protocols will be tested during a dry run without any marijuana products. The routes taken will be randomized and vary as an added layer of security. The CSP and C3 Production Facility will be given a copy of all routes, vehicle registrations, and the drivers's licenses of the Expressway Courier employees effecting deliveries.

3 (g) On-Demand Deliveries

Expressway Courier is operational 24/7/365 days a year, and is equipped to provide on-demand, or just-in-time, services.

3 (h) Technology

As a redundancy to C3's scanner and bar code inventory management and diversion prevention software (AgriSoft™), each Expressway Courier delivery driver will carry a company-issued smartphone for tracking and security purposes.

On proprietary software, the driver will be required to enter (1) the pick up time, address, log number (indicating products and quantities) from the C3 production facility, and (2) delivery time, address, and signature of person receiving the merchandise at the registered dispensary. Each phone has GPS tracking which will provide additional real time vehicle location

tracking. Through the interface of a proprietary web based system, vehicle and driver locations can be monitored at all times.

3 (i) Pick up from Production Facilities

Pickup times will vary and remain unpredictable for those persons not required in the performance. Pickups shall be made from the concealed loading dock at the rear of the building. The protocol requires that vehicles back-up to the loading area, offload any proprietary scent-concealing, locked containers, and load the vehicle with pre-scanned containers assigned for the delivery to the dispensary. One driver will remain inside the vehicle at all times until all deliveries are completed.

3 (j) Delivery to Dispensary

Expressway Courier vehicle will only make scheduled deliveries to registered Dispensaries. All drivers will be trained to observe their surroundings, and monitor their vehicle for potential threats, including followers. The vehicle will drop off containers and retrieve empty replacement containers from the Dispensary assigned for return to the Production Facility for restocking and future use. The container rotation has proven to minimize delivery time and mitigate potentially vulnerable points in the delivery chain.

3 (k) Vehicle manifest

Prior to transporting marijuana products Production Facility staff will create a shipping manifest using a form prescribed by the Commissioner. The manifest will be securely transmitted to the dispensary facility that will receive the product and to the department at least twenty-four (24) hours prior to transport. All manifests and records will be maintained according to record keeping policies and procedures, and available to the department upon request and in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies. The records will contain, at a minimum:

- The brand name, kind and quantity of marijuana involved;
- A record of all marijuana transported;
- The date and time of transporting;
- The name and address of the dispensary facility to which the marijuana was sold;
- The name of the dispensary who took custody of the marijuana; and
- The name of the Expressway Courier employee responsible for transporting the marijuana.

3 (l) Dedicated delivery

Pursuant to the Code of Conduct agreement entered into by Expressway Courier, all vehicles carrying medical marijuana are dedicated vehicles.

The vehicles will not be permitted to dispatch to other jobs (commingling).

3 (m) No Cash Policy

C3 will not accept cash payments from client dispensaries. Drivers will not carry more than \$20 in cash while making or returning from deliveries.

4. Emergency Policies

Logistics preparedness is a key component in safe execution of pickup and delivery of medical marijuana. Presentations will be given on Emergency Protocol, GPS vehicle tracking & LoJack Commercial Stolen Vehicle Recovery to all key personnel and inventory employees. Literature will be distributed to all relevant authorities. Daily notification of routes will be given to proper authority as well as the GPS/LoJack tracking company.

4 (a) Accident

In the case of an accident, drivers are instructed to attend to immediate safety of all involved and address any medical needs, including calls to 911 for emergency medical assistance. The driver shall notify law enforcement that the vehicle was in the process of transporting medical marijuana and has been in an accident.

Next the driver is required to place a call to the production facility manager, to take photographs and to make written notes of the accident, scene and to collect all information from people involved in order to document: make and model of all vehicles, Drivers' identities, license plates, contact information, insurance information, and contact information for any potential witnesses.

The driver must then place a call Expressway Courier who will send a replacement transport vehicle to complete the delivery, assuming the secured marijuana and products are undisturbed. If the load has been damaged or disjointed in any way, the load shall be returned directly to the C3 production facility for inspection and proper record making.

4 (b) Carjacking

The preservation of life takes priority over the preservation of property. Driver and back up driver shall not attempt to stop carjacking and risk injury or death. Required action is to press LoJack notification button/panic alarm. Upon exiting vehicle drivers will also immediately communicate theft to local precinct via 911, and contact courier base via Motorola two way radio. LoJack will disable vehicle upon notification, identify location of vehicle and communicate with local precinct for recovery of vehicle and contents. Should drivers not have time to provide

carjacking notification and radios are confiscated, GPS monitoring system/tracking company will identify if the vehicle is off route. The tracking company will notify LoJack who will disable the vehicle and LoJack communicate the location to the nearest police precinct for vehicle and content recovery.

4 (c) Suspicious Vehicle in Pursuit

Two (2) retired police officers will be in command of the transport vehicles. One employee will stay inside of vehicle at all times when transporting marijuana products. Based on prior surveillance training and additional reinforcement, the occupants will be able to clearly identify if a vehicle is being pursued. In the event a suspicious vehicle is in pursuit the driver will disengage from the route and contact Courier Base via two way radio for assistance. LoJack panic button will be pressed signaling the vehicle is being pursued. Police will be notified via LoJack and advised of the current location. LoJack will not disable the vehicle; they will monitor the position and coordinate with local police and the driver. Driver and back up driver shall not directly engage vehicle pursuing them, unless there is an imminent danger to the Life and Health of the team. In the event the vehicle is stopped the drivers must give up possession and permit local police, LoJack and the tracking company to continue the recovery effort.

4 (d) Theft of vehicle

In the event a vehicle is stolen the employee will notify LoJack via a panic button. LoJack will notify the local precinct and the courier base via two way radio. The same procedures for recovery detailed previously will be followed thereafter.

4 (e) Risk-reduction

Pick up and delivery times as well as routes will be randomized. Employees will be carefully screened and monitored to ensure safety.

5. Production Facility Pickup Procedures

- Within twenty-four (24) hours of the secure transmission of the manifest, the corresponding pickup order will be sent to Expressway Couriers;
- Drivers will contact the Dispensary Facility Manager when they arrive at the secured parking area at the designated pickup time;
- A security guard will enter the parking, monitor, and remain visible as the perimeter gate is opened and the vehicle is permitted to enter;
- After the perimeter gate is securely closed, the roll-up door of the loading dock will be opened, and the logged, scanned delivery items will be placed securely onto the loading area; While the roll up door is open all other doors in the loading zone that access the main facility will be locked;

- The vehicle will then be instructed to back-up flush to the loading dock; the roll-up door will be then be lowered and securely closed;
- Drivers will the cross reference the manifest and confirm the contents and weight of the locked boxes;
- Once all paperwork has bee approved and executed, the secured containers will be secured in a locked compartment that is part of the vehicle;
- Staff shall then lock loading zone, close the rear loading dock, and open the entrance loading dock door. Staff shall open the perimeter gate once the delivery vehicle is poised to exit the grounds;
- Drivers shall activate the GPS tracking software and notify the dispensary that they are en route, and request that the dispensary is prepared to receive the product;
- Vehicle doors shall stay locked at all times;
- Once the vehicle has left the secure parking are staff shall close and lock the gate;

8. Dispensary Drop-off Procedures

- A dedicated dispensary staff member stationed at the door will have a delivery manifest depicting the day's deliveries.
- The dispensary parking area shall be secured, well-lit, and a security guard must be on duty in order to receive the load.
- The delivery agent will call the dispensary when they are approximately 10 minutes from their destination;
- When the delivery agent arrives, they will be allowed into a secure holding area. The receptionist will notify the security guard and the dispensary manager that there is a delivery in process;
- The security guard will verify that the delivery was scheduled;
- Upon confirmation, the security guard will proceed to the dispensary side of the dispensary door where he/she will meet the dispensary manager;
- When the security guard and the dispensary manager are present, the receptionist will be notified, at which time the receptionist will allow the delivery agent access to the limited access area of the dispensary;
- Until the delivery agent and the dispensary manager get securely inside the receiving room, no other patients will be allowed into the dispensary;
- All three will immediately proceed to the receiving room where the dispensary manager will weigh/count the product being delivered, in full view of the security camera, and verify the load;
- Weights/counts will be verified and compared to the transportation documentation that accompanied the product;
- Upon confirmation, the load will be scanned (barcode) into the POS tracking system;

- Both the security guard and dispensary manager will sign off on the delivery. The manager must affix his signature on all required paperwork in order to accept delivery;
- The security guard will accompany the delivery agent through the security check point and into the non-limited access area, where the delivery agent will exit the premises;
- The dispensary manager will immediately take the product to the fulfillment/inventory control counter, where the fulfillment/inventory agent will again weigh/count the product in full view of the security cameras;
- Upon confirmation of weights/counts, the product is placed into inventory;
- The dispensary manager and fulfillment/inventory agent will confirm the delivery is properly uploaded/scanned into the inventory management software system.

9. Safety

- Delivery personnel will be required to read and sign a Non-Disclosure Agreement that prohibits all personnel from discussing any delivery details including times, routes, and contents;
- Delivery vehicles must have more than one-half ($\frac{1}{2}$) tank of gas before a pickup;
- All deliveries will be made on non-stop basis;
- All routes are predetermined;
- Drivers are prohibited from eating or smoking in the vehicle;
- Drivers must strictly obey all traffic signals and follow all posted speed limits;
- Drivers must notify management if traffic or weather is causing material delay;
- Suspected tampering of locked boxes will be investigated, logged in an incident report, and reported to management and police if it has been determined that a crime warrants further investigation.

Bonus Points

Appendix I.



Employee Working Environmental Plan

Appendix I.1

I.1 Employee Working Environment Plan: Describe any plans you have to provide a safe, healthy and economically beneficial working environment for your employees, including, but not limited to, your plans regarding workplace safety and environmental standards, codes of conduct, healthcare benefits, educational benefits, retirement benefits, and wage standards.

WORKPLACE SAFETY

Please see Workplace Safety Plan, attached as Appendix G.2.

ENVIRONMENTAL STANDARDS AND CODES OF CONDUCT

Please see Staff Handbook, attached as Appendix C.2.d.

HEALTHCARE BENEFITS

C-Three shall reimburse all full time employees for medical insurance. The amount and terms of coverage will be in the sole discretion of the company.

In addition, C-Three shall provide disability benefits. Should an employee become disabled, the Base Annual Compensation to be paid to the employee shall be paid for the first two (2) months of disability at the rate of one hundred percent (100%), for the second two (2) months of disability, at the rate of fifty percent (50%) and for the third two (2) months, at the rate of twenty-five percent (25%), and nothing for the period thereafter.

EDUCATIONAL BENEFITS

Having a knowledgeable, well-trained staff is essential in establishing a strong relationship of trust with the patients and community. Therefore, beyond our in house training programs, employees shall be entitled to attend one (1) week of educational programs with full pay during each Contract Year. Such educational time shall be taken at times which are mutually convenient for the employee and the Company. Education time not utilized during any Contract Year cannot be carried over to the next Contract Year.

Further, for employees rendering full time service to the Company, the Company shall pay directly, or by reimbursement upon the presentation of an itemized accounting: (i) the costs of transportation, room and board and other expenses directly related to an employee's attendance at professional meetings, conventions and courses providing continuing education on matters related to the to the employees' duties and (ii) all reasonable business expenses incurred by them in the performance of their.

WAGE STANDARDS

Our company shall abide by all minimum wage standards.

Compassionate Needs Plan

Appendix 1.2

I.2 Compassionate Need Plan: Describe any compassionate need program you intend to offer. Include in your response:

- **The protocols for determining which patients will qualify for the program;**
- **The discounts available to patients eligible for the compassionate need program;**
- **The names of any other organizations, if any, with which you intend to partner or coordinate in connection with the compassionate need program, including any dispensary facility applicant; and**
- **Any other information you think may be helpful to the Department in evaluating your compassionate need program.**

C-Three realizes that many patients who will qualify for the Medical Marijuana Program in the State of Connecticut can no longer work due to their illness. C-Three's mission is to provide quality, pharmaceutical grade marijuana to all dispensaries and in turn, qualifying patients. In order to eliminate disparities in access for patients with low or no income, C-Three will offer discounted medical marijuana to dispensaries who sell medical marijuana products to eligible patients in need.

It will be up to each individual dispensary to determine financial need. However, as long as each dispensary provides appropriate documentation, including receipts and/or forms, to C-Three, 50% of C-Three's product sold to patients in need will be given back to that dispensary at no cost on their next invoice.

For example, if XYZ Dispensary sells 4 ounces of C-Three product in one month to patients who qualify for their compassion plan, C-Three will provide XYZ Dispensary with 2 ounces of product on their next invoice free of charge.

There will be no cap on the amount a dispensary may request, so long as proper documentation is submitted. C-Three will partner with all dispensaries in the State that have Compassionate Need programs, including, if granted a dispensary license, C-3 Dispensary LLC. Our company believes that for Compassionate Need programs to be successful state wide, production facilities and dispensaries must partner and share the burden of providing medical marijuana to patients regardless of their ability to pay. C-Three looks forward to being able to serve all patients in the State of Connecticut.

Research Plan

Appendix 1.3

I.3 Research Plan

C-Three plans to financially support the joint research efforts of the Connecticut Pharmacists Association (CPA) and the Canadian Consortium for the Investigation of Cannabinoids (CCIC). The Research Plan will be designed and executed independently by CPA and CCIC.

- **The methodology of the study** - CPA/CCIC will systematically collect long-term data on the safety and efficacy of herbal cannabis used for medical purposes. Through this international collaboration, data collection from each country will be compared and studied to provide a very in-depth analysis and outcomes summary.
- **The issue(s) you intend to study** - The objectives are to 1) quantify the doses and modes of cannabis administration; and 2) explore the associations between cannabis products and patient phenotypes.
- **The method you will use to identify and select study participants** - Patient identification and selection methods have not yet been determined, but it is expected that the full range of data to which CPA/CCIC has access will be used.
- **The identity of all persons or organizations you intend to work with in connection with the study, including the role of each** - C-Three will supply funding to the CPA/CCIC collaboration in the form of an unrestricted grant, ensuring complete independence by the research group.
- **The duration of the study** - It is not known at this time how long this study will take to complete.
- **The intended use of the study results.**
Study results have multiple intended uses:
 - 1) To inform policy-makers and regulatory agencies about safety aspects of medical cannabis.
 - 2) To better inform clinicians about best practice guidelines and safety issues.
 - 3) To provide information to medical cannabis producers about the efficacy of their products in real world situations.
 - 4) To allow pharmacists, who are an integral piece to both the data collection and dispensing activities, to have a comprehensive and data-driven approach when educating patients about their medical use of cannabis.

Please see the attached letter of support from the Connecticut Pharmacists Association.



November 15, 2013

To Whom It May Concern:

The purpose of this letter is to inform the State of Connecticut Department of Consumer Protection(DCP) that the **Connecticut Pharmacists Association (CPA)**, a 501(c)6 professional organization representing pharmacists in the State of Connecticut since 1876, will be conducting a Research Monitoring Program in the State of Connecticut related to the medicinal use of cannabis.

It is the intent of the CPA to partner with the **Canadian Consortium for the Investigation of Cannabinoids (CCIC)** in order to conduct this proposed research monitoring program with the marijuana growers and dispensaries that receive licenses from the State of Connecticut. CCIC is a federally registered Canadian nonprofit organization of basic and clinical researchers and health care professionals established to promote evidence-based research and education concerning the endocannabinoid system and therapeutic applications of endocannabinoid and cannabinoid agents.

Please note that the C-Three LLC, the subject of this application, has committed to the CPA that it will financially support this Research Plan and study initiative if their company is selected by the State of Connecticut to grow and produce medical cannabis.

The Research Plan will be designed independently by CPA and CCIC after soliciting input from, and working with, the DCP, growers, dispensaries and other stakeholders.

The objectives will be to quantify the doses and modes of the cannabis administration and to explore the associations between cannabis products and patient phenotypes. At this time, it is not known how long a study such as this will take to complete.

In general, the overall goal will be to systematically collect long-term data on the safety and efficacy of herbal cannabis used for medical purposes. What makes this study unique is that with this **international collaboration**, data collection from each country can be compared and studied to provide a very in-depth analysis and outcomes summary.

It is our estimation that the results and data gleaned from the study will be used to inform policy-makers and regulatory agencies about safety aspects of medical cannabis; clinicians will be better informed about best practice guidelines and safety issues, and the medical cannabis producers will receive beneficial information about the efficacy of their products in real world situations. Most importantly, due to how the

Connecticut regulations are written, the pharmacists, who are an integral piece to both the data collection and dispensing activities, will have a comprehensive and data driven approach when educating patients about their medical use of cannabis.

The CPA has a strong and positive history of working with state agencies, universities and the pharmacists we represent in programs that involve both pharmacists and patient outcomes. It is due to this synergy and focus that the CPA feels that it is well-positioned to be the critical component to ensure that the Research Plan reflects the highest quality evidence-based “best practices” and continuing education for all those involved in this, emerging sector of patient care in Connecticut.

Sincerely,



Margherita R. Giuliano, RPh
Executive Vice President
Connecticut Pharmacists Association



Mark A. Ware MD MSc
Executive Director
Canadian Consortium of the Investigation of Cannabinoids



Community Benefits Plan

Appendix I.4

I.4 Community Benefits Plan: Provide the Department with a detailed description of any plans you have to give back to the community either at a state or local level if awarded a producer license.

C-Three has already begun an active community outreach program that will continue once we have received a license. From the beginning, members of our Board of Directors and Community Outreach Coordinator have met and spoken with local political, police and community officials. Our community relations effort has been and will continue to be grounded in the principles of openness, employee engagement and social responsibility. C-Three is committed to being a good neighbor and to making a positive contribution to the communities across our service area.

At the outset of our relationship with the community, an important objective will be to introduce ourselves, the organization and our operating plans and principles. However, the primary purpose from day one and ongoing will be to listen and respond to any issues and concerns of local leaders, law enforcement authorities, community groups, the general public and particularly, our neighbors.

Our approach to community relations is expansive and includes:

- C-Three neighbors and community groups
- Businesses and commercial associations
- State and local law enforcement
- Government officials at the town, city, county and State levels

Further, our company, led by our Community Outreach Coordinator, will support the following programs and associations which include many that serve eligible Medical Marijuana patients:

Meals on Wheels of the Greater Waterbury Area: C-Three will participate in the *Sponsor a Meal* program for seniors over 60 and for those under 60 years of age who are disabled or convalescent. The *Sponsor a Meal* program provides funding for meals when the agency is closed due to Federal holidays.

Multiple Sclerosis Foundation: C-Three will provide a monetary donation on a yearly basis. In addition, employees will be encouraged to participate in the Walk MS and Bike MS events in Hartford.

American Parkinson's Disease Association: C-Three will provide a monetary donation on a yearly basis to the Connecticut Chapter.

American Cancer Society: C-Three will make monetary donations to local "Relay for Life" events. In addition, we will make donations to "Food for Health" which is a year round program run by the Greater Hartford Auxiliary of ACS that provides cancer patients and their families with grocery store gift cards. Further, members of C-Three's



Board of Directors have participated and will continue to participate in the “Closer to Free Ride,” a ride for Smilow Cancer Hospital at Yale-New Haven.

AIDS Project New Haven: We will provide yearly monetary donations to this group which provides education, non-judgmental comprehensive and holistic services to individuals infected and affected by HIV/AIDS.

Please see letter of support at the beginning of this RFA and section B.2, from Joseph R. McGrath, Waterbury's Economic Development Director confirming our community outreach and planning.

Substance Abuse Prevention Plan

Appendix 1.5

I.5 Substance Abuse Prevention Plan: Provide a detailed description of any plan you will undertake, if awarded a producer license, to combat substance abuse in Connecticut, including the extent to which you will partner, or otherwise work, with existing substance abuse programs.

From its inception, C-Three has actively sought out existing substance abuse prevention programs to partner with. C-Three has met with and chosen to partner with the Central Naugatuck Valley Regional Action Council (CNVRAC), located in Waterbury in order to support their efforts in substance abuse prevention and to develop our own Substance Abuse Prevention Plan. We have chosen to partner with CNVRAC because they share our belief that with the passage of medical marijuana legislation in the state, prevention efforts for illegal abuse will need to increase.

CNVRAC works with volunteers and community partners in the Waterbury area in order to create and deliver the latest prevention strategies that are tailored to local-level needs and groups including parents, youth and professionals. CNVRAC seeks funding to deliver substance abuse (including alcohol, tobacco and other drug) prevention programs to meet the gaps in services and needs of the region. In addition, the CNRAC funds a handful of Local Prevention Councils, including the Mayor's Task Force Against Substance Abuse, in Waterbury.

Please see letter attached from CNVRAC's Executive Director, Jennifer Dewitt, outlining her support of C-Three and acknowledging that we will be meeting with their Steering Committee and Key Community Stakeholders in order to create and implement a plan that aligns with the proven strategies of substance abuse prevention. Our company has offered to fund and support CNVRAC. Our company will be meeting with the organization again during the month of November in order to ascertain how we may best support their efforts.

Attached: CNVRAC Letter of Support
CNVRAC Brochure



November 3, 2013

Mr. Thomas Macre
Miss Lisa Stevens
C-Three, LLC

Dear Mr. Macre & Miss Stevens,

It is my pleasure to write a letter in support of the proposal for C-Three LLC that you discussed at our office on Thursday October 17, 2013. We have discussed your request for collaboration to develop a **Substance Abuse Prevention Plan** with the Steering Committee and key community stakeholders of the CNVRAC as part of your commitment to the responsible production and distribution of medical marijuana here in CT. The membership of the Steering Committee is looking forward to meeting affiliates of your team and discussing this project further, on November 15, 2013.

The Central Naugatuck Valley Regional Action Council's mission is to promote health among youth and all individuals across the lifespan. Our goal is to prevent alcohol, tobacco, other drug use, violence, and further conditions & behaviors that negatively impact quality of life. As one of 13 partnership regional action councils across this state, it is our responsibility to build the capacity of our service area to deliver state-of-the-art prevention practice. We provide technical assistance and local-level support for the purpose of planning for service development and coordination.

With the passage of state regulations concerning the palliative use of marijuana, as well as the recent marijuana decriminalization here in CT, we know that prevention efforts will need to increase, in order to combat the results of these state legislative changes.

According to the Substance Abuse & Mental Health Services Administration (SAMHSA):

- The media plays a large role in shaping how many youth think and behave.
- Many of the messages kids receive from television, music, magazines, billboards, and the Internet glamorize drug, alcohol, and tobacco use.
- Yet, the media can be used to encourage positive behaviors as well.
- Four communications strategies—public education, social marketing, media advocacy, and media literacy—can be used to influence community norms,

Preventing substance abuse, addictions and other harmful behaviors.

22 Chase River Road Waterbury, CT 06704 Ph: 203/578-4044 Fax: 203/756-6032 www.cnvrac.org
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increase public awareness, and attract community support for a variety of prevention issues.

I.6

- These strategies are most effective when coupled with more potent prevention approaches, like policy, enforcement, education, and skill building.

It is our explicit intent that the CNVRAC will work in collaboration with C-Three LLC to develop and implement a **Substance Abuse Prevention Plan** that aligns with the six proven strategies of substance abuse prevention, as well as the research and evidence-based policies and practices out lined by SAMHSA. Through these strategies of information dissemination, education, community-based process, alternative activities, problem identification & referral, and environmental prevention practice we will build the capacity of our service area to combat the changing landscape of our communities with regard to the prevention of illicit marijuana use.

We thank you for this opportunity to open the lines of communication in order to work collaboratively. We look forward to developing a plan for accountability and responsibility to the community and populations that we both serve.

Sincerely,

Jennifer L. DeWitt

Jennifer L. DeWitt, DARC, BGS, CPP-R
Executive Director, CNVRAC



What Can the Central Naugatuck Valley Regional Action Council Do For You?

The Central Naugatuck Valley Regional Action Council (CNVRAC) works together with each community and provides assistance in the following areas:

- Solutions to Reduce Addictions
- Awareness, Education, and Prevention
- Community Mobilization
- Public Policy Development
- Training
- Technical Assistance
- Surveys, Needs Assessment and Data Collection
- Research and Evaluation
- Program Development
- Project Collaboration
- Legislative Advocacy

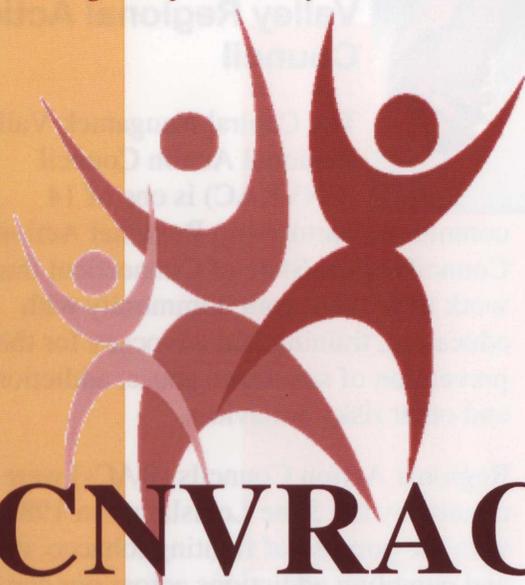
CNVRAC

CENTRAL NAUGATUCK VALLEY
REGIONAL ACTION COUNCIL

22 Chase River Road
Waterbury, CT 06704
Phone: (203) 578-4044
Fax: (203) 756-6032
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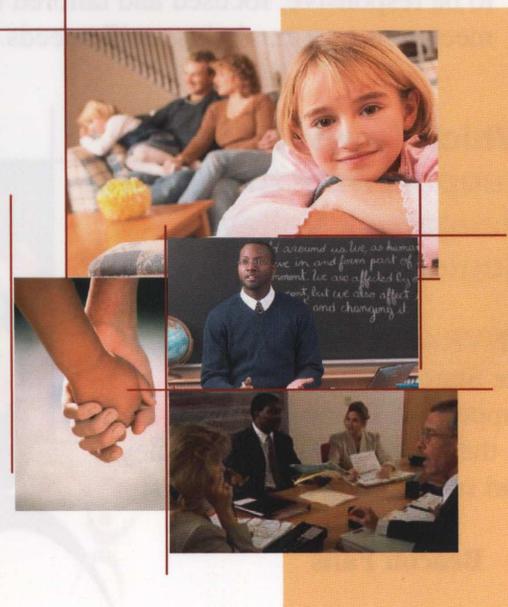
A Program of the Family Intervention Center



CNVRAC

CENTRAL NAUGATUCK VALLEY REGIONAL ACTION COUNCIL

*Preventing substance abuse, addictions,
and other harmful behaviors*





The Central Naugatuck Valley Regional Action Council

The Central Naugatuck Valley Regional Action Council (CNVRAC) is one of 14

community partnership Regional Action Councils in the State of Connecticut that work to provide your community with education, training and advocacy for the prevention of substance abuse, addictions, and other risky behaviors.

Regional Action Councils (RACs) were created by the State Legislature in 1989 with the purpose of fighting tobacco, drug and gambling addictions across our state. RACs are led by local educators, parents, business people, social service providers, law enforcement officials, clergy, government leaders and youth. They are designed to be responsive, focused and tailored to meet your community's specific needs.

Which Towns Receive Support from the Central Naugatuck Valley Regional Action Council?

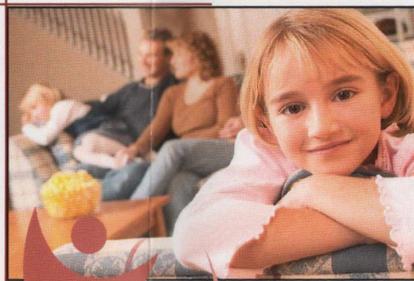
CNVRAC is designated by the State of Connecticut to support the following towns located in the Central Naugatuck Valley and surrounding communities:

- Beacon Falls
- Bethlehem

- Cheshire
- Middlebury
- Naugatuck
- Prospect
- Southbury
- Thomaston
- Waterbury
- Watertown
- Wolcott
- Woodbury

CNVRAC Committees & Membership

The membership of the CNVRAC is meant to reflect the 12 communities and constituencies that it serves. In order to maintain a balanced representation of each of the 12 towns in the service area, membership should include at least one person who lives or works in each town. Membership includes chief elected officials, chief law enforcement officials, school superintendents, General Assembly members (or their representatives), substance abuse providers from the service area, as well as one representative from the Department of Mental Health and Addiction Services or the Department of Children and



Families. Membership may also include, but is not limited to, representatives from the business community, religious organizations, youth service bureaus, the media, youth and adult consumers, local prevention council members, health care professionals, other professional groups and state agencies.



Steering Committee

The purpose of the CNVRAC's Steering Committee is to control and manage the affairs and funds of the CNVRAC. The Steering Committee of the CNVRAC is comprised of an Executive Committee: Chairman, Vice-Chairman, Secretary and Treasurer, as well as Chairpersons of each of the Standing Committees of the CNVRAC, and up to six additional

at-large members.

Prevention Committee

The purpose of the CNVRAC Prevention Committee is to assist the Executive Director in assessing prevention needs and assets in the Central Naugatuck Valley; to develop, implement, and evaluate an Annual Substance Prevention Plan; and to promote the development and coordination of needed prevention services in the area. Members of the Prevention Committee meet for the purpose of networking, resource development, and collaboration of efforts.

Want to join, or learn more about, CNVRAC membership and/or committees? Call (203) 578-4044 today!



Environmental Plan

Appendix I.6

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1. **Scope & Intent**

Environmental stewardship is a core element of C-Three's mission and company ethos. The Company views sustainability as fundamental requirement of business. The Environmental Plan shall be updated yearly and is intended to serve as a guide and benchmark for all C-THREE staff, management, directors, and advisers.

2. **The Carbon Footprint**

C-THREE will strive to be a carbon neutral business. Management will utilize multiple resources to find the most accurate method of calculating the company's carbon footprint. These resources shall include, but will not be limited to:

- the LEED Rating System,
- the ISO 14:000 family (specifically 14040 and 14044),
- BSI's (British Standards Institution) PAS 2050, and
- The Green House Gas Protocol Initiative, and
- the Whole Building Design Guide

The company plans to complete a Life Cycle Assessment during the first year of operations.

3. **E.C.O. Sourcing**

Expanding Concentric Order will be C-THREE's protocol for sourcing supplies within the closest proximity to the business. The Cultivation Center will serve as the center of the search radius for equipment and consumable supplies. The search shall begin from the center and expand outward as necessary with the goal of sourcing products as close to the cultivation center as possible. The E.C.O. protocol will be used to minimize the amount carbon emitted in delivering supplies to the Cultivation Center.

4. **Air Scrubbing**

All air entering the Cultivation Center will pass through HEPA filters which remove 99.9 percent of all contaminants and particulate pollutants. Air inside of the Cultivation Center will be continuously scrubbed through activated carbon filters in order to eliminate the characteristic odors of marijuana. This measure ensures the quality of air within the Cultivation Center and any air exiting the cultivation center.

5. **Water Collection**

C-THREE management plans to install a rain water collection system as part of the effort to fully utilize locally available resources. C-THREE is currently investigating modular rain catchment systems. These systems can be easily installed on the exterior of the cultivation building allowing C-THREE to make use of the rainfall in Washington D.C.

6. **Recycling & Reusing**

The Company will recycle and reuse as much material as possible. In addition to

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recycling paper packaging and light bulbs, C-THREE will be reconditioning and reusing its planting soil. This practice is one of the building blocks of C-THREE's sustainable and organic cultivation practices. Soil amendments, nutrients, and integrated pest management tools used by C-THREE horticultural scientists will allow the soil to become a robust ecology filled with beneficial microorganisms. These microorganisms serve to keep the soil and plants in optimum health. After a harvest has been completed, the pots will be taken to the soil processing/mixing room where the root masses will then be separated from the soil. This soil shall then be remixed and allowed to compost for a prescribed period of time.

7. Alternative Energy

Cultivating marijuana indoors requires a large amount of electricity. C-THREE's use of electricity will have the greatest impact on the Company's carbon footprint. In order to offset this use of electricity, management will install photovoltaic panels and/or vertical wind turbines as soon as economically feasible.

8. Sustainable Development

As monetary resources become available, C-THREE will seek out opportunities to engage in urban revitalization efforts within the District. The company will donate 5% of its profits towards a charitable investment in Ward 7.

8 (a) Urban Farming

The Company will engage the local community with an urban agricultural project. Initial community outreach efforts will focus on establishing an urban farm. Such an effort is firmly within the purview of the Company's core competencies. The garden will provide food to people in the community who participate in maintaining the crop. Additionally, participants will learn the science behind sustainable agriculture and the skills required to garden for themselves.

9. The Organic Difference

Management has chosen to cultivate marijuana in an organic and sustainable fashion not only because it is environmentally responsible, but also because C-THREE believes that this practice allows plants to more fully realize their genetic traits. The company believes such full expression results in more potent, and effective medicinal plant.

The mentality of most medical marijuana cultivators is very similar to that of a commercial farmer: maximize output, minimize input. The easiest way to grow large amounts of marijuana is to use a hydroponic system. Almost the entire process of feeding the plants is automated, greatly reducing the amount of time input. The plants either spend their entire lives in constantly flowing water or are embedded in a sterile substrate and fed at regular intervals via drip irrigation or a flood table. The water is filled with a potent combination of inorganic liquid fertilizers.

The debate between hydroponic and organic, soil cultivators rages on. This row can be correlated with the larger debate within the scientific community as to whether

organically grown food (fruits, vegetables, etc...) has greater nutritional content than conventionally grown food. In this larger debate conventional food is defined as that which is grown using synthesized inorganic fertilizers, genetically modified cultivars, and/or chemical pesticides or fungicides. Growing plants hydroponically dictates the use of inorganic liquid fertilizers making it a practice that falls under the category of conventionally grown.

Within the agricultural industry, farmers must comply with the regulations of the FDA. At a minimum it is known that the products used by farmers, even if they are completely synthetic, have been approved for use in food production. This is not the case for medical marijuana. The FDA does not recognize medical marijuana as a beneficial drug, let alone a food, so there are no regulations regarding the types of fertilizers and/or pesticides/fungicides allowed to be used in its cultivation. Under such conditions many medical marijuana cultivators engage in the dangerous practice of using systemic pesticides meant for ornamental flowers as opposed to edible foods.

The legal standing of medical marijuana also prevents it from being certified organic regardless of whether it is grown in such a manner that would meet the requirements set forth by the National Organic Program. The cultivation practices that C-THREE will adhere to were designed by Andras Kirschner to meet the standards of organic certification programs.

C-THREE is taking a similar stance to that of GW Pharmaceuticals in that it believes that the therapeutic effects of medical marijuana come as a result of multiple C-Threechemical compounds working in a synergistic manner. The levels and types of cannabinoids, terpenes, and other phenols differ from strain to strain lending each a host of characteristic therapeutic properties. The medicinal properties of marijuana are a product of secondary metabolites, specifically phenolic compounds. Cannabinoids are phenolic compounds unique to marijuana that are responsible for the bulk of the plant's therapeutic properties, both psychoactive and non-psychoactive. More than sixty (60) cannabinoids have been identified thus far. Terpenes also exist in marijuana but are not unique to the plant. These compounds are responsible for the scent/taste of the plant, and some of them also have therapeutic and anti-bacterial properties. Marijuana also contains powerful anti-oxidants called flavonoids.

Most studies management has reviewed commonly measure a level of "total phenolic compounds," (often abbreviated as TP). A 2003 study published in the Journal of Agriculture and Food Chemistry concludes, "...results demonstrate a statistically relevant trend of higher levels of TPs in organically and sustainably produced crops." This study looked at the differences in TP between organic and sustainably grown marion berries, strawberries, and corn, as opposed to conventionally grown. The study found organically grown strawberries to have "19.1% more TP's than conventionally grown. Organically grown and air-dried corn was found to have 58.4% higher levels of TP than the conventionally grown." Another article published in 2007 in the same journal reported findings from a ten year study comparing flavonoid content in organic and conventionally grown tomatoes. This group of scientists also found that the organic method of cultivation employed throughout the study yielded tomatoes with higher flavanoid and total phenolic content. This article's introduction also mentions other studies which

yielded similar conclusions.

10. **Development Schedule**

Management has outlined a three year development schedule.

Year One (2011)

- Follow E.C.O. protocol during initial development of the supply chain.
- Focus on recycling and reusing wherever possible.
- Complete Life Cycle Assessment.
- Accurately calculate carbon footprint.
- Investigate water treatment and alternative energy solutions.

Year Two (2012)

- Conduct evaluation of Year One
- Refine the accuracy of our carbon footprint calculation.
- Develop implementation strategies for water treatment and alternative energy solutions including budgets.
- Develop urban farming initiative.

Year Three (2013)

- Conduct evaluation of Year Two
- Implement alternative energy and water treatment solutions
- Establish urban farm.