

CONNECTICUT NATURAL CARE, LLC
DISPENSARY FACILITY RFA AND APPLICATION

11.15.13



CONNECTICUT NATURAL CARE, LLC
DISPENSARY FACILITY RFA AND APPLICATION

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RFA APPENDIX A

*"BUSINESS
INFORMATION OF
APPLICANT"*





Medical Marijuana Program

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

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

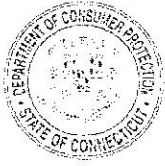


Appendix A Dispensary Facility License Information Form

Section A: Business Information						
1. Applicant business type:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Unincorporated Association	<input type="checkbox"/> Other: _____
2. Legal Name of Applicant: Connecticut Natural Care, LLC						
3. Trade Name of Applicant: Connecticut Natural Care						
4. Applicant's Business Address: 497 Watertown Avenue						
5. City: Waterbury				6. State: CT	Zip Code: 06708	
8. Daytime Telephone Number: (203) 702-4465			9. E-mail Address: jon@inaturalcare.com			
10. Applicant's Mailing Address (if different than business address): 6 Ward Drive					11. City: Danbury	
12. State: CT	13. Zip Code: 06810	14. Daytime Telephone Number: (201) 232-2767		15. Fax Number: (212) 252-8554		

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 their contact information changes.	
16. Name of Primary Contact: Jonathan D. Stravitz, Esq.	17. Primary Contact Title: Owner, President, Treasurer
18. Primary Contact E-mail Address: jon@inaturalcare.com	19. Primary Contact Telephone Number: (201) 232-2767
20. OPTIONAL - Name of Alternate Contact: Steven A. Gdula	21. Alternate Contact Title: Consultant
22. Alternate Contact E-mail Address: steve@inaturalcare.com	23. Alternate Contact Telephone Number: (914) 466-0003

Section C: Formation/Incorporation Information	
24. Date of Formation/Incorporation: 10.08.13	25. Place of Formation/Incorporation: Waterbury, CT
26. Registered with the Connecticut Secretary of State: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	27. Sale and Use Tax Permit Number: (temp) 13W9900812004 Provide a copy of your Sale and Use Tax permit with your application.



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Section D: Proposed Dispensary Facility Information

28. Proposed Dispensary Facility Address: 497 Watertown Avenue			29. City: Waterbury
30. State: CT	31. Zip Code: 06708	32. Telephone Number: (203) 702-4465	33. Fax Number: (203) 702-4835
34. Own or Lease Property: <input type="checkbox"/> Own <input checked="" 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: Frank Devino Family Limited Partnership	

Section E: Business Association Information

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

41. State the proposed dispensary department hours of operation for each day. The dispensary department is where marijuana will be sold.

Monday	9a	to	6p	Friday	9a	to	6p
Tuesday	9a	to	6p	Saturday	9a	to	2p
Wednesday	9a	to	6p	Sunday	closed	to	closed
Thursday	9a	to	6p				

Section G: Proposed Dispensary Facility Hours

42. State the proposed dispensary facility hours of operation for each day. The dispensary facility includes areas where non-marijuana products and services will be offered.

Monday	8:30a	to	6:30p	Friday	8:30a	to	6:30p
Tuesday	8:30a	to	6:30p	Saturday	8:30a	to	2:30p
Wednesday	8:30a	to	6:30p	Sunday	closed	to	closed
Thursday	8:30a	to	6:30p				



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Section H: 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.

43. Name: None. Company is newly formed.	44. Time Period:

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.

45. Address: None. Company is newly formed.	46. Time Period:

Section I: Dispensary Facility Backers

Provide the following information for each dispensary facility backer. A dispensary facility 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 dispensary 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.

47. Name: Jonathan D. Stravitz	48. Percentage of ownership 100
We understand that Mr. Stravitz is the Owner of CTNC and not a Backer,	
however, the Company's solvency is presently based on Mr.	
Stravitz' personal capitalization thereof. For transparency and under-	
standing, we have listed Mr. Stravitz as a Backer and completed disclosures.	



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

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

- directly or indirectly have control over, or participate in the management or operation of, the dispensary 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.

49. Name (First, Middle, Last):	50. Title:	51. Role:
Jonathan David Stravitz	President and Treasurer	Sole Owner
Rickey Norman King	Dispensary Facility Manager	Dispensary Facility Manager
Todd Michael Gdula	Director of Security	Facility Security Planning

Section K: 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.

52. Expense Item:	53. Cost: \$	54. Source of Funds:
CTNC has not incurred any expenses greater than	\$	
\$10M and doesn't expect any prior to licensure.	\$	
Our obligations are contingent upon winning a license.	\$	
All potential obligations are enumerated in the RFA. If	\$	
obligations become realized, they will be met by	\$	
operational cashflow as described in disclosures.	\$	
	\$	

Section L: Security System

Identify the company or companies that will provide security services for the dispensary facility if a license is awarded. If more than two companies will provide security services, complete this section for each such additional company.

55. Primary Security Company Name: Integrated Security Group, c/o Michael Veronese	
56. Primary Security Company Address (including Apartment or Suite #): 1501 E. Main St. Suite 302	57. City: Meriden



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58. State: CT	59. Zip Code: 06450	60. Telephone Number: (866) 393-4474	61. Fax Number: (203) 440-4273
62. E-mail Address: <u>mveronese@isgsecurity.com</u>			
63. Backup Security Company Name (if applicable):			
64. Backup Security Company Address (including Apartment or Suite #):			65. City:
66. State:	67. Zip Code:	68. Telephone Number:	69. Fax Number:
70. E-mail Address:			
71. Attach a detailed description of the security plan to be offered by the security company or 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.			

Section M: Legal Proceedings

72. 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.

73. 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.

74. 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.

75. 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.

Section N: Criminal Actions

76. 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.



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Section O: 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.

77. Signature:



78. Date Signed:

11.8.13

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.

79. Signature:



80. Date Signed:

11.8.13



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Appendix B

Dispensary Facility Backer Information Form

This form must be completed by each person or entity identified as a dispensary facility backer in Appendix A, section I.

Section A: Backer Information

1. Backer business type:						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sole Proprietorship	Corporation	Limited Liability Co.	Partnership	Limited Liability Partnership	Unincorporated Association	Other: person
2. Legal Name of Backer: Jonathan D. Stravitz						
3. Trade Name of Backer (if applicable):						
4. Street Address (including Apartment or Suite #): 401 East 34th Street Apartment s27h						
5. City: New York				6. State: NY	7. Zip Code: 10010	
8. Daytime Telephone Number: (201) 232-2767		9. Fax Number: (212) 252-8554		10. E-mail Address: jon@inaturalcare.com		

Section B: Backer Members

If you selected anything other than "Sole Proprietorship" in response to Section A, identify the members of your organization. A member is any person with a direct or indirect ownership interest greater than 5%. Attach additional pages if necessary.

Each member of a backer identified in response to this section must complete either:

- Appendix C if they are also a director, owner, officer or other high-level employee of the applicant; or
- Appendix E in all other instances.

11. Name (First, Middle, Last):	12. Percentage of ownership
None.	



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Section C: Licenses, Permits and Registrations

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

13. State NJ	14. Issue Date (month/year): 01/10 Expiration Date (month/year): 06/15	15. Type: Broker of Record	16. Number: 9913057
17. State	18. Issue Date (month/year): Expiration Date (month/year):	19. Type: see Appdx C sec F	20. Number: for other licenses (3 total)

Section D: Legal Proceedings

21. 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.

22. 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.

23. 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 your ability to serve as a backer for the applicant.

24. 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?

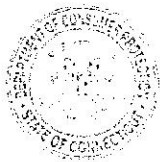
Yes No

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

Section E: Criminal Actions

25. 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.



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Section F: 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. As the backer, or duly authorized representative of the backer, I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

26. Signature:



[Handwritten signature]

27. Date Signed:

11/10/13

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.

28. Signature:



[Handwritten signature]

29. Date Signed:

11/10/13



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Appendix C

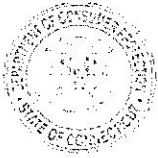
Directors, Owners, Officers or Other High-Level Employees Background Information Form

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

Section A: Personal Information			
1. Name (First, Middle, Last): Jonathan D. Stravitz			
2. Street Address (including Apartment or Suite #): 401 East 34th Street, Apartment S27H			
3. City: New York		4. State: NY	5. Zip Code: 10016
6. Title: President and Treasurer		7. Telephone Number: (201) 232-2767	8. E-mail Address: jon@inaturalcare.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: 13. BIOC Commercial Real Estate, LLC currently broker of record		Date of Employment: Start Date: 01/04/2010 End Date: :	
14. Employer Address (including Apartment or Suite #): 6 East 39th Street, Suite 304			
15. City: New York		16. State: NY	17. Zip Code: 10016
18. Telephone Number: (212) 252-8799	19. Fax Number: (212) 252-8554	20. E-mail Address: jstravitz@biocre.com	

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



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Section D: Marijuana Business Experience

24. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana business?

Yes No

25. Other than the applicant, are you currently associated with a marijuana business in any state or country?

Yes No

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

- The business name;
- 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.

Section E: Other Relevant Business Experience

27. 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

28. If you answered "yes" to question 27, 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 F: Licenses, Permits and Registrations

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

29. State NY	30. Issue Date (month/year): 01/04/2010 Expiration Date (month/year): 01/04/2014	31. Type: Real Estate	32. Number: 10491201213
33. State PA	34. Issue Date (month/year): 11/11 Expiration Date (month/year): 05/14	35. Type: Real Estate	36. Number: RMR001463



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Section G: Legal Proceedings

37. 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.

38. 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.

39. 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.

40. 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 H: Criminal Actions

41. 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 I: 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.

42. Signature:

43. Date Signed:

11/10/13



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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.

44. Signature:



45. Date Signed:

11/10/13



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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 J.

Section A: Personal Information			
1. Name (First, Middle, Last): Rickey Norman King			
2. Street Address (including Apartment or Suite #): 115 Debbie Drive			
3. City: Meriden		4. State: CT	5. Zip Code: 06451
6. Title: Dispensary Facility Manager		7. Telephone Number: (203) 317-7395	8. E-mail Address: rick@inaturalcare.com
9. Date of Birth:	10. Social Security Number:	11. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	

Section B: Employment Information			
12. Current or Most Recent Employer: 13. Arrow Prescription Center		Date of Employment: Start Date: 04.29.2013 End Date: : 07/11/2013	
14. Employer Address (including Apartment or Suite #): 85 Seymour Street			
15. City: Hartford		16. State: CT	17. Zip Code: 06106
18. Telephone Number: (860) 727-1123		19. Fax Number: (860) 520-4307	20. E-mail Address: www.arrowrx17.com

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



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Section D: Marijuana Business Experience

24. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana business?

Yes No

25. Other than the applicant, are you currently associated with a marijuana business in any state or country?

Yes No

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

- The business name;
- 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.

Section E: Other Relevant Business Experience

27. 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

28. If you answered "yes" to question 27, 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 F: Licenses, Permits and Registrations

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

29. State CT	30. Issue Date (month/year): 02/01/2012 Expiration Date (month/year): 01/31/2014	31. Type: Pharmacist License	32. Number: PCT.0006153
33. State NY	34. Issue Date (month/year): 09/12 Expiration Date (month/year): 08/15	35. Type: Pharmacist License	36. Number: 032556-1



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Section G: Legal Proceedings

37. 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.

38. 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.

39. 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.

40. 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 H: Criminal Actions

41. 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 I: Criminal Background Check

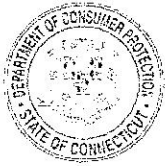
I understand that the department may review criminal background records for purposes of evaluating my suitability to participate in the medical marijuana program. I hereby authorize the release of any and all information of a confidential or privileged nature to the department and its agents.

42. Signature:

▶ *Tracy King*

43. Date Signed:

11/10/13



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

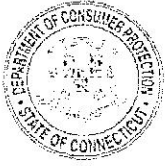
I fully understand that if I knowingly make a statement that is untrue and which is intended to mislead the Department of Consumer Protection or any person designated by the Department in the performance of their official function, I will be in violation of Section 53a-157b of the Connecticut General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

44. Signature:

▶ *Ris King*

45. Date Signed:

11-10-13



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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 J.

Section A: Personal Information

1. Name (First, Middle, Last): Todd Michael Gdula		
2. Street Address (including Apartment or Suite #): 15 Kalina Drive		
3. City: Rhinebeck	4. State: NY	5. Zip Code: 12572
6. Title: Director of Security	7. Telephone Number: (845) 797-6796	8. E-mail Address: todd@inaturalcare.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: self	13. Date of Employment: Start Date: 07 19 12 End Date: :	
14. Employer Address (including Apartment or Suite #): same as residence		
15. City:	16. State:	17. Zip Code:
18. Telephone Number:	19. Fax Number:	20. E-mail Address:

Section C: Pharmacy Business Experience

21. Do you have any experience controlling, managing, operating or working for a pharmacy?
 Yes No

22. Are you currently associated with a pharmacy in any state?
 Yes No

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

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



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Section D: Marijuana Business Experience

24. Other than the applicant, do you have any experience controlling, managing, operating or working for a marijuana business?

Yes No

25. Other than the applicant, are you currently associated with a marijuana business in any state or country?

Yes No

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

- The business name;
- 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.

Section E: Other Relevant Business Experience

27. 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

28. If you answered "yes" to question 27, 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 F: Licenses, Permits and Registrations

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

29. State NY	30. Issue Date (month/year): [REDACTED]	31. Type: [REDACTED]	32. Number: [REDACTED]
	Expiration Date (month/year):		
33. State	34. Issue Date (month/year):	35. Type:	36. Number:
	Expiration Date (month/year):		



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Section G: Legal Proceedings

37. 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.

38. 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.

39. 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.

40. 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 H: Criminal Actions

41. 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.

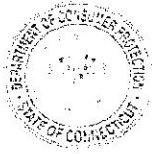
Section I: Criminal Background Check

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.

42. Signature:

43. Date Signed:

11/09/2013



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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.

44. Signature:

45. Date Signed:

11/09/2013



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Appendix D

Dispensary Facility Manager Information Form

This form must be completed and signed by the person who will serve as the dispensary facility manager if the applicant is awarded a dispensary facility license.

Section A: Dispensary Facility Manager Information				
1. Name (First, Middle, Last): Rickey Norman King				
2. Home Address (including Apartment or Suite #): 115 Debbie Drive			3. City: Meriden	
4. State: CT	5. Zip Code: 06451	6. Date of Birth: [REDACTED]	7. Telephone Number: (203) 317-7395	
8. Social Security Number: [REDACTED]			9. Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	
10. E-mail Address: rick@inaturalcare.com			11. Connecticut Pharmacist License Number: PCT.0006153	

Section B: Employment Information			
12. Current or Most Recent Employer: 13. Arrow Prescription Center		Date of Employment: Start Date: 04/29/2013 End Date: : 07/11/2013	
14. Employer Address (including Apartment or Suite #): 85 Seymour Street			
15. City: Hartford		16. State: CT	17. Zip Code: 06106
18. Daytime Telephone Number: (860) 727-1123	19. Fax Number: (860) 520-4307	20. E-mail Address: website: arrowrx17.com	

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



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Section D: Criminal Actions

24. 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 E: 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.

25. Signature:

▶ *Ring King*

26. 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.

27. Signature:

▶ *Ring King*

28. Date Signed:

11/08/2013



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Appendix E Backer Members

Authorization for Release of Personal History Form

This form must be completed and signed by any member of a Backer that is not required to complete Appendix C.

Section A: Member Information

1. Name (First, Middle, Last):		
2. Street Address (including Apartment or Suite #):		
3. City:	4. State:	5. Zip Code:
6. Daytime Phone Number:	7. Fax Number:	8. E-mail Address:

Section B: Criminal Actions

9. 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 C: 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.

10. Signature: 	11. Date Signed:
--------------------	------------------

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.

12. Signature: 	13. Date Signed:
--------------------	------------------

Section E: Other Relevant Business Experience

Jonathan D. Stravitz

28. If you answered “yes” to question 27, attach a statement setting forth the following information for each such business with which you have been associated:

The business name;

BIOC Commercial Real Estate, LLC & Concordis Real Estate Advisors of New York, a minority owned firm.

Products or services offered;

Full Service Commercial Real Estate firm involved in every aspect of brokerage.

The business location;

6 East 39th Street, Suite 304, New York, New York 10016

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

Principal & Broker of Record for BIOC Commercial Real Estate, LLC
Associate Broker & Senior Director of Concordis Real Estate Advisors of New York

The dates of your association with the business;

1/4/2010 – BIOC Commercial Real Estate received its license from the State of New York
6/7/2010 – Concordis Real Estate Advisors of New York

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

Yes, I currently have a role in both businesses. BIOC is the licensed real estate firm in NY, NJ & PA. Concordis is the licensed firm in NY. Both firms conduct the same commercial real estate brokerage services and business.

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, the businesses are in good standing within the states they are licensed.

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

The relevance is that both businesses were start-ups and I run both of them. I manage every aspect of operations and sales for my commercial real estate businesses and look forward to doing the same for the dispensary. In addition, I believe that the dispensary and medical marijuana will help the patients with their illnesses and generate much needed revenue through taxation for the State and local municipality. Everything involved in this business is a positive and is similar to my commercial real estate business,

because in commercial real estate as a broker you're in the service industry and you help people solve their commercial real estate problems. In addition, in my commercial real estate business you have to hold yourself to the highest moral and ethical standards or you will not survive, especially in New York City. The medical marijuana business is new and needs qualified, honorable individuals to operate and run these businesses to the highest standards and we believe we have assembled that team. We are very excited to be involved with Connecticut's program and look forward to making it an example of how other States should run their programs.

Section F: Licenses, Permits and Registrations

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

(NOTE: Other licenses are listed on the application form)

29. State: NJ

30. Issue Date (month/year): 1/04/2010

Expiration Date (month/year): 6/30/2015

31. Type: Real Estate – Broker of Record

32. Number: (reference #) 9913057

Rick King:

Rick King, Employment History:

Eden Pharmacy 1971-1979

- Started as a cashier/stock boy. Customer Service
- Became a pharmacy intern. Drugs, pharmacology
- When I got my pharmacy license there was no space for a 3rd pharmacist.
- Worked in Eden, NY
- No violations of laws and regulations

Brooks Pharmacy 1979-2008

- 28 great years.
- Worked in East Aurora, NY (79-83), West Hartford, CT (83), Wallingford, CT (84-92), North Branford, CT (92-94), West Haven, CT (95-97), Milford, CT (97-99), Wallingford, CT (99-08) Meriden and other locations in CT for vacations etc.
- Pharmacy management, insurance, data entry, customer service. Training pharmacists, pharmacy interns, pharmacy tech's. Interacted with other health professionals. Pharmacology, compounding, pharmacy QA. Pharmacy mergers and buy outs. Hiring, educating, consoling.
- Rite Aid bought Brooks in 2008. My location in Wallingford closed and merged with the Rite across the street.
- No violations of laws and regulations

Rite Aid 2008-2012

- Worked in Wallingford, CT (08-11) and Northford, CT (11-12).
- Immunization, customer service, insurance, data entry, QA

RFA A1 Addendum re: Jon Stravitz and Rick King – Additional Qualifications

- Excess pharmacist at Rite Aid, needed to explore new pharmacy opportunities
- No violations of laws and regulations

Consulting 2012-present

- Pursuing a Medically Marijuana future in CT.
- Networking, broadening my education. Helping others.
- Per diem pharmacy work at Arrow Prescription Center in Hartford.
- No violations of laws and regulations

RFA A2 Applicant's Qualifications

RFA A2 Applicant's Qualifications

Brief CV of Management

Jonathan D. Stravitz, Esq. – President and Treasurer

Mr. Stravitz has been the Principal and Broker of Record of BIOC Commercial Real Estate, LLC, since 2009. Prior to that, he spent ten years with NAI James E. Hanson, Inc., a commercial real estate brokerage firm where he was employed as a Director of Corporate Services. Mr. Stravitz specializes in the commencement and facilitation of investment and corporate commercial real estate transactions. His experience ranges from Corporate Services, Landlord & Tenant Representation, Residential Development, and Commercial Real-estate to Investment. He draws upon his legal expertise and knowledge as it relates to site selection, logistics, finance and market trends.

Mr. Stravitz is a member of the New Jersey and Massachusetts Bars.

Rick King – Dispensary Facility Manager

Mr. King is a Connecticut Licensed Pharmacist with 35 years of experience in retail pharmacies. He has experience in new store openings, relocating and rebuilding problem stores, training pharmacists, pharmacy interns and pharmacy technicians, compounding, immunization, insurance, management, supervision and customer service.

Since 2012, Mr. King has been a consultant to the Pharmacy Industry in Connecticut. From 2008 to 2012 he worked as a pharmacist for Rite Aid Pharmacy. Prior he was a pharmacist with Brooks Pharmacy for twenty eight years.

Mr. King is a member of the Connecticut Pharmacists Association and graduated from Temple University where he earned his Bachelor of Science in Pharmacy.

Todd Gdula – Security Director

Mr. Gdula is a 28 year veteran of the Dutchess County, NY Sheriff's Office, recently retired as the Assistant Corrections Administrator with the rank of Major in 2012. Over his nearly three decades of law enforcement service Todd held many positions including project manager for medical services, new jail planning board member and transition program manager. As Assistant Corrections Administrator he

RFA A2 Applicant's Qualifications

managed 207c, staff appraisals, staff discipline, internal investigations, staff hiring, new policy creation, vendor contracts and vendor payments and purchasing.

Mr. Gdula is well versed in physical security, surveillance, counter-surveillance, monitoring technology and movement control including cutting edge security equipment.

Todd is a veteran of the United States Army where he served as an Air Assault Infantryman while attached to the 101st Airborne Division. He holds black belt ranking in Chung Do Kwon and Ji Do Kwon and is an Army certified hand to hand combat instructor as well as a former kick boxing champion. He has qualified in all manner of lethal and nonlethal equipment including handgun, PR24, stun devices and CS gas.

Mr. Gdula designed CTNC's building security to be "Hard to get in, but easy to get out," where layers of biometric and traditional security features control access, but emergency egress is unimpeded.

In addition to the capable professionals who make up CTNC's management, we have enjoyed the services of several particularly knowledgeable and qualified Advisors as well.

Please see our Business Plan and Advisory Panel in Appendix G for a complete listing of Advisors and their qualifications.

CTNC's "Core Team" consists of Jonathan Stravitz, Rick King, Todd Gdula and Rose Professional Services. The skills and abilities of the Core Team run exceedingly deep.

Mr. Stravitz is a successful entrepreneur and the CEO of BIOC Commercial Real Estate in Manhattan. Jon started BIOC at the bottom of the economic downturn in 2009 and, as a testament to his business acumen, he has been able to turn a profit every year, including during the worst real estate market crash in modern history.

In addition, Jon is an attorney (proud graduate of Quinnipiac Law). His skills and expertise in law and real estate have allowed the Company to position itself properly for launch with nearly nonexistent expenditures. Jon has handled most legal items plus our real estate transactions, saving the Company tens of thousands of dollars in startup costs.

Jon also enjoys close personal relationships with many professionals in the medical cannabis industry and has unfettered "insider access" to leading industry experts.

RFA A2 Applicant's Qualifications

Rick King quite literally grew up in the Pharmacy business. As the son of an independent pharmacist, Rick spent many of his early years in and around the pharmacy with his dad who taught him the most important skill in Pharmacy – compassion. Rick is tremendously dedicated, passionate, compassionate and selfless when it comes to serving his patients. A common descriptor we hear regarding Rick is “the nicest guy in the world,” and we believe he may be just that.

After interning at his family Pharmacy during college, Rick went to work for Brooks Pharmacy in 1979 where he remained for an amazing twenty-eight years. In addition to other employment with major Pharmacy chains, Rick has been a consultant to the industry and per diem Pharmacist for the past two years.

Rick has been heavily involved in the emerging medical cannabis industry in Connecticut as an active participant at Connecticut Cannabis Business Alliance events as well as numerous public speaking engagements and education sessions. He has received personal tutelage and instruction from some of the very best minds in the cannabis industry from California, Colorado and Connecticut.

As a long-time Pharmacist, Rick is very well versed in patient privacy issues and will serve as CTNC's PHI Security Officer.

Todd Gdula is a consummate security professional. He is a seasoned law enforcement veteran and extremely capable. Mr. Gdula held high-ranking Corrections positions including Associate Administrator during his 28 year law enforcement career. In addition he is a decorated veteran and certified hand to hand combat instructor.

Todd knows the tools of the security trade and is expert at the disruption of illicit activity. His eye has been trained by decades of observing the “prison economy” in which inmates exchange “goods and services” such as drugs and drug smuggling. Todd has an uncanny ability to spot suspicious activity in situations where it is completely unnoticed by others.

His expertise with security processes, equipment and systems is unsurpassed.

Rose Professional Services, LLC (“RPS”) is a consulting firm that provides professional services to businesses in highly regulated sectors such as healthcare. The CEO of RPS is Steven Gdula, the brother of our Security Director, Todd Gdula. Steven is our dedicated project consultant.

RFA A2 Applicant's Qualifications

For the past nine years Mr. Gdula has worked for one of the world's premier medical imaging companies, Fujifilm Medical Systems, USA, as a product specialist, technical instructor for medical imaging, clinical scientist specializing in radiographic image quality and clinical trial support administrator.

Mr. Gdula was the CEO of TurnKey Information Technology Services for twelve years where he designed and implemented secure mixed-modality networks (copper, fiber-optic and wireless) for clients primarily in the healthcare sector. He held the position of Vice President of IT Operations with Prominet, a broadband wireless internet service provider. Prior, he was a Project Manager and Technical Supervisor for Lightec, Inc. where he supervised the implementation of several large scale secure mixed-modality networks including the grant-funded technology upgrade of the Bridgeport, CT public school system, networking the public service constituents (police, fire and school system) of the City of Independence, MO, networking the sprawling campus of Burke Rehabilitation Hospital in White Plains, NY, and installing a 400 mile long, 88 strand optical fiber cable from Buffalo, NY to New York City to serve as the backbone for the NY EZ Pass system.

Mr. Gdula has been employed in the healthcare sector for many years as a provider (substance abuse counselor), case reviewer, information systems provider and clinical scientist. He has been involved in HIPAA compliance since 1996 and patient privacy and security for two decades. Steven is an expert on Indications for Use, HIPAA compliance, FDA CFR21, quality assurance and quality systems, regulatory affairs, corrective and preventive action, adverse event reporting and investigation, DICOM (Digital Communications In Medicine), PACS (Picture Archiving and Communications Systems) and the calibration, operation and validation of complex life science and medical imaging equipment. He is an accomplished project manager and lean process engineer with demonstrated capabilities to manage the complete lifecycle of large scale, complex technical projects in a heavily regulated environment.

Mr. Gdula holds a Bachelor of Arts in Psychology from the SUNY College at New Paltz with concentrations in Early Childhood Development and Juvenile Delinquency. He holds a Masters of Business Administration with a concentration in Finance from American Sentinel University and is a Microsoft Certified Systems Engineer.

He is referred to affectionately by CTNC as "The One Man Gang," due to his ability to effectively manage immense amounts of overhead. Steve has an uncanny knack for finding the value proposition in each and every circumstance and has been able to close all of CTNC's mission-critical deals on contingency

RFA A2 Applicant's Qualifications

bases, saving hundreds of thousands of up-front dollars for the Company. CTNC has paid, quite literally, nothing but governmental administrative fees.

Steven's expertise has been sought by several would-be entrants of the Connecticut medical cannabis market and he is widely known in the State as a subject matter expert on the industry. Recently he completed a high-profile interview for Seeking Alpha (www.seekingalpha.com) entitled "Capitalizing on Cannabis: Medical Marijuana Interview with Steve Gdula," in which he offered insider advice on MMJ financial markets and instruments and tendered his take on the CT market. The piece garnered over 100,000 hits during the week it was published. Steven was interviewed by the Hartford Courant on October 28 and November 5, 2013 and he is scheduled to join a medical marijuana interview in February for AB Analytical Services (www.420investor.com) with Jamen Shively of Diego Pellicer and Vicente Fox, the former President of Mexico.

The combined expertise of our "Core Team" plus the well-rounded expertise of our highly qualified Advisory Panel makes CTNC imminently qualified to undertake this Dispensary Facility endeavor.

Please also see Appendix G for complete resumes of CTNC employees and Advisors.

RFA A3 Financial Statement of All Business Transactions

RFA A3 Financial Statement of All Business Transactions¹

Below are the business transactions executed in relation to this application:

Cash Flow Statement

	A	B	C	D
1	Connecticut Natural Care, Inc.	Cash Flow		
2				
3	Starting date	10/1/2013		
4				
5		Beginning	10/1/2013	11/1/2013
6	Cash on hand (beginning of month)	\$5,000.00	\$5,000.00	\$4,570.00
7	Cash on hand (end of month)		\$4,570.00	\$3,910.00
8				
9	CASH RECEIPTS			
10	Cash sales		\$0.00	\$0.00
11				
12				
13	TOTAL CASH RECEIPTS			
14	Total cash available	\$5,000.00	\$5,000.00	\$4,570.00
15				
16	CASH PAID OUT			
17	Articles of Incorporation		\$120.00	\$0.00
18	Waterbury Zoning Application		\$310.00	\$660.00
19	SUBTOTAL		\$430.00	\$660.00
20	Loan principal payment		\$0.00	\$0.00
21	Capital purchases		\$0.00	\$0.00
22	Other startup costs		\$0.00	\$0.00
23	To reserve and/or escrow		\$0.00	\$0.00
24	Owners' withdrawal		\$0.00	\$0.00
25	TOTAL CASH PAID OUT		\$430.00	\$660.00
26	Cash on hand (Month to Date)	\$5,000.00	\$4,570.00	\$3,910.00
27				
28				

1. FOIA 1-210 (B)(5)(b) and 1-210 (B)(8) Entire Document is Exempt

RFA A3 Financial Statement of All Business Transactions

CTNC has not paid any monies to any other parties as of 11.1.2013 aside from what is described above.

There are three contingency deals in place in regard to executing our lease, hiring our Dispensary Facility Manager, and paying our consulting fees (including Advisors), all of which shall be triggered upon receiving both municipal zoning approval and receiving a license from DCP to dispense medical marijuana.

Additionally, we have signed a letter of intent with Withum, Smith and Brown, CP to complete an audit of our first year finances to present to DCP for review. Our accountant advised that we could not be reasonably required to prepare audited statements for less than one month of activity and advised that we simply disclose all of our activity, including receipts, etc., to show transparency and good faith. Our commitment to providing audited financials when that data becomes meaningful we hope shows our sincerity to comply with the spirit of the process.

The details of such arrangements are enumerated and documented in "RFA E4 Compensation Agreements" and "RFA E5 Indebtedness" and also in Appendix G.

CONNECTICUT NATURAL CARE, LLC
DISPENSARY FACILITY RFA AND APPLICATION

11.15.13

RFA APPENDIX B

*“LOCATION AND SITE
PLAN”*



RFA B1 Dispensary Facility Location

RFA B1 Dispensary Facility Location

The proposed Dispensary Facility is intended to be sited at:

497 Watertown Avenue, Waterbury, CT 06708

This location is extremely advantageous to the patient population, as Waterbury sits at the “corner” of three counties and at the junction of two major highways. It has copious public transportation with train and bus stations nearby the facility. This site will provide access to patients in a quick and easy manner.

RFA B2 Documents to Establish Business in CT

RFA B2 Documents to Establish Business in CT

Full document scans are included in Appendix G.

Original Receipt for Articles of Incorporation filing:

SECRETARY OF THE STATE
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

OCTOBER 15, 2013

JONATHAN D. STRAVITZ
401 EAST 34TH ST APT. S 27TH
NEW YORK, NY 10016

RE: Acceptance of Business Filing

This letter is to confirm the acceptance of the following business filing:

Business Name:
CONNECTICUT NATURAL CARE, LLC

Work Order Number: 2013296287-001
Business Filing Number: [REDACTED]
Type of Request: ARTICLES OF ORGANIZATION
File Date/Time: OCT 08 2013 01:00 PM
Effective Date/Time:
Work Order Payment Received: 120.00
Payment Received: 120.00
Credit on Account: .00
Customer Id: [REDACTED]
Business Id: [REDACTED]

SUSAN LOGATTO
Commercial Recording Division
860-509-6003
WWW.CONCORD.SOTS.CT.GOV

519450
OFFICE OF SECRETARY
30 TRINITY STREET
HARTFORD, CT 06106
860-509-6154

Merchant ID: 2425000002

Phone Order

XXXXXXXXXX [REDACTED] Entry Method: Manual

MASTERCARD

Total: \$ 120.00

10/08/13 09:10:34

Inv#: 000000 Acq Code: 132428

Acqrvd: Online Batch#: 000006

AVS Code: ZIP MATCH Z

CVC2 Code: MATCH M

Customer Copy
FORM 1004
CODE: 00000000

BUSINESS FILING REPORT

WORK ORDER NUMBER:2013296287-001

BUSINESS FILING NUMBER: [REDACTED]

BUSINESS NAME:

CONNECTICUT NATURAL CARE, LLC

BUSINESS LOCATION:

160 KUKAS LANE
WATERBURY, CT 06705

MAILING ADDRESS:

6 WARD DRIVE
DANBURY, CT 06810


MEMBER INFORMATION FOR ONE MEMBER:


NAME: JONATHAN D. STRAVITZ
TITLE: PRESIDENT AND TREASURER

** END OF REPORT **

RFA B2 Documents to Establish Business in CT

SOTS CONCORD Filing Record Online:

 **Commercial Recording Division**
Secretary of the State of Connecticut

[Secretary of the State Home](#) 


Business Inquiry [HOME](#) [HELP](#)

Filing History

Business ID		Business Name					
[REDACTED]		CONNECTICUT NATURAL CARE, LLC					
Filing Number	Filing Date/Time	Effective Date/Time	Filing Type	Volume Type	Volume	Start Page	Page #
[REDACTED]	Oct 08, 2013 1:00 PM		ORGANIZATION	B	01858	2363	2

[Back](#)

Federal EIN:

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-22-2013

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

CONNECTICUT NATURAL CARE LLC
JONATHAN D STRAVITZ MBR
6 WARD DR
DANBURY, CT 06810

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

Sales and Use Tax Permit:

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES



**Temporary Permit for
Sales and Use Tax**

Do NOT mail to the Department of Revenue Services

This temporary permit must be displayed for customers to see and is not assignable or transferable.

Confirmation
Number*:



Organization
Name:

CONNECTICUT NATURAL CARE LLC

Business Trade
Name:

Connecticut Natural Care

Business Address:

479 Watertown Ave
Waturbury, CT 06705

This temporary permit will expire on 11/25/2013.

* This number will act as your temporary tax registration number. It will be replaced when you receive your registration confirmation package in the mail.

Your registration package will include information on electronic options available in our Taxpayer Service Center (TSC). In a separate envelope, you will also be receiving a personal identification number (PIN) which will allow you access to the TSC. Once you receive your PIN, we encourage you to take advantage of our electronic services.

Please contact the DRS Registration Section at (860) 297-4885 if you do not receive your registration confirmation package by the 15th business day following completion of REG-1 OL.

RFA B2 Documents to Establish Business in CT

NOTE on Zoning: We have been initially rejected for Zoning because our use is not defined in the local zoning rules. We have appealed our denial and are confident we will prevail on the appeal. The Zoning Commission has indicated willingness to work with CTNC and our landlord is fully involved in the process.

This RFA has been submitted in anticipation of receiving Zoning approval on November 20, 2013, subsequent to which CTNC shall update its RFA with DCP.

Zoning Appeal Hearing Notification Letter:

RE: Zoning Public Hearing

To whom it may concern:

This letter is to inform you of the following Public Hearing in regard to 497 Watertown Ave. This notice is provided in accordance with the City of Waterbury's City Planning Department policy.

Hearing Date and Time: November 20, 2013 at 6:25pm

Hearing Location: Academic Chamber, Second Floor
235 Grand Street
Waterbury, CT 06702

Permit Type Applied For: Variance/Special Exemption (ZBA)

Demised Premises: 497 Watertown Ave
Waterbury, CT 06708

Business Activity: This location is intended to be used for the purpose of a medical cannabis Dispensary Facility as defined by Public Act 12-55 and pursuant to applicable regulations from RCSA Sec. 21a-408-1 through 21a-408-70.

Licensed Pharmacist will fill medical cannabis orders for qualifying patients. Location is not open to the general public.

Please note the following contact information:

Waterbury City Planning department
236 Grand Street
Waterbury, CT 06702

203.574.6819

cityplan@waterburyct.org

TYPE OF IMPROVEMENT:

Requires a Zoning Permit - FEE \$310.⁰⁰

- NEW PRINCIPAL STRUCTURE
- CHANGE # OF RESIDENTIAL UNITS
- TEMPORARY STRUCTURE
- CHANGE OF USE
- ADDITION (Increase of GLA by 50% or more)
- OTHER

Requires a CZC - FEE \$100.⁰⁰

- ADDITION (less than 50% GLA)
- DECK
- POOL
- GARAGE/SHED
- FENCE
- SIGN

If an Inland Wetlands Agents permit is required there is an additional fee of \$310.⁰⁰

IMPORTANT INFORMATION

An application for a Certificate of Zoning Compliance/Inland Wetlands and Watercourses Clearance must be accompanied by a plot plan containing all the information necessary to enable staff to decide whether the proposed building, alteration, addition, or use complies with all the provisions of these regulations. Staff may rely on the information submitted above in making a determination of compliance. It is the responsibility of the applicant to assure the accuracy of all information submitted.

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

State statutes provide that an applicant may provide notice of the issuance of any Certificate of Zoning Compliance 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.

I certify that the information submitted herein is accurate to the best of my knowledge and that I have been informed of my right to advertise, at my own expense, notice of any certification received.

Applicant's Signature:

Jonathan D. Straits

Date:

10/24/13

=====(Office Use Only Below Line)=====

A-2 Survey Required?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Soil Scientist Report Required?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Stormwater Plan and Soil Erosion and Sedimentation Control Plan required?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
IWWC Application Required	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

ZONING CERTIFICATION:

Approved

Denied

Reason for denial: *The proposed use is not permitted.*

WETLANDS CERTIFICATION:

No Regulated Activities

Regulated Activities – IWWC Permit Required

Regulated Activities –Agent Approval (see attachments)

Comments:

Signature:

James A. Segura

Date:

10-31-13

Land Use Officer

James A. Segura, AICP



COMMERCIAL INSURANCE QUOTE

JOHN LOVEJOY LIC#0G59342
ACCOUNT NAME: Connecticut Natural Care, LLC
HAYES INSURANCE AGENCY INSURANCE CARRIER: LLOYDS-LONDON
QUOTE DATE: 11/8/13

Table with 3 columns: COVERAGE, LIMITS, DEDUCTIBLE. Rows include GENERAL LIABILITY, AGGREGATE, PRODUCTS/COMPLETED OPS, PERSONAL & ADVERTISING INJURY, OCCURRENCE, FIRE LEGAL LIABILITY, MEDICAL PAYMENTS.

497 Watertown Ave Waterbury, CT 06708 Dispensary

PERSONAL PROPERTY

Table with 3 columns: COVERAGE, LIMITS, DEDUCTIBLE. Rows include LOSS OF INCOME, CONTENTS, TENANT IMPROVEMENTS, MEDICINE, LIVE & DRYING PLANTS.

Jonathan, this quote is for General Liability and Property coverage only. No other coverage is quoted. This policy covers you for on premises operations only, it does not extend coverage to events you attend. This is based on estimated next 12 months gross receipts of up to \$600,000. One Additional Insured Certificate for your landlord. I appreciate your business.

TOTAL COST: \$3210

(includes premium, policy fees, broker fees, taxes, etc.)

- Payment Plan 1. Total balance at inception of policy
2. 1/2 down: remaining balance due in 30 days
WE ACCEPT VISA, MASTERCARD, DISCOVER & AMEX

This quote expires in 30days. Quote is based on information received. Property quotes for theft apply only if the security requirements are met. If property is under-insured, insurance claims may be prorated and/or pay no more than the amount insured minus the deductible. Please stay in touch with me to ensure your coverage matches your risk. Down payment is fully earned.

QUOTE ACCEPTED BY: DATE



Friday, October 11, 2013

Mr. Jonathan D. Stravitz
President
Connecticut Natural Care
6 Ward Dr
Danbury, CT 06810

Reference: Letter of Intent

Dear Mr. Stravitz,

MJ Freeway has created a fully integrated Point of Sale (POS), Inventory Control, Cultivation Management and Patient Management System precisely designed to serve state-approved Dispensary Facilities and Producers.

We have what we and many others believe to be the most advanced and sophisticated complete software solution for the medical marijuana industry. Our confidence in our product is buttressed by ample testimonials from customers.

This letter will confirm MJ Freeway's willingness and intent to enter into a formal agreement Connecticut Natural Care to provide software solutions guaranteed to meet published State of Connecticut reporting, regulation, and compliance guidelines for medical marijuana dispensary facilities and producers in the event that your application is viewed favorably and you emerge with the requisite authorized license.

We appreciate your confidence in our company and services and wish you well in your efforts to secure a license. MJ Freeway is ready to enter into a services agreement with you immediately thereafter on terms already discussed.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Amy A Poinsett", with a stylized flourish at the end.

Amy A Poinsett
Chief Executive Officer

The State of Connecticut's Department of Consumer Protection has issued draft regulations concerning the palliative use of marijuana. These regulations include significant requirements in the areas of operational policies and procedures, inventory control, patient recordkeeping, information security and patient education, among other topics. Below is information from MJ Freeway™ on how GramTracker™ and GrowTracker™ software meets each relevant section of regulations.

Sec. 21a-408-34. Operation of dispensary facility

- (a) No person may operate a dispensary facility without a dispensary facility license issued by the department.
- (b) A dispensary facility shall not dispense marijuana from, obtain marijuana from, or transfer marijuana to, a location outside of the state of Connecticut.
- (c) A dispensary facility shall not obtain, cultivate, deliver, transfer, transport, sell or dispense marijuana except:
 - (1) It may acquire marijuana from a producer; and
 - (2) It may dispense and sell marijuana to a qualifying patient or primary caregiver who is registered with the department pursuant to the Act and section 21a-408-6 of the Regulations of Connecticut State Agencies.

MJ Freeway's sales records, vendor records, purchase orders, transfer records and transport manifests document the source and destination of all marijuana that is dispensed from or obtained by the dispensary facility. These records are all time and date stamped and tied to an individual user to ensure accountability. MJ Freeway's GramTracker™ batch tracking system allows a dispensary to keep detailed records of all movements of product, ensuring the dispensary's capability to ensure that both incoming and outgoing product are associated with legally permitted sources and destinations.

- (d) No person at a dispensary facility shall provide marijuana samples or engage in marijuana compounding.

MJ Freeway's inventory capabilities provide accuracy to the tenth of a gram, using integrated legal-for-trade scales. Any discrepancy in inventory levels is plainly visible in inventory and reconciliation reports, ensuring that dispensary facility managers have the ability to ensure that policies prohibiting the provision of samples or compounding are being upheld.

- (f) Only a dispensary may dispense marijuana, and only a dispensary or dispensary technician may sell marijuana, to qualifying patients and primary caregivers who are registered with the department pursuant to the Act and section 21a-408-6 of the Regulations of Connecticut State Agencies. A dispensary technician may

assist, under the direct supervision of a dispensary, in the dispensing of marijuana.

(h) A dispensary facility shall not permit any person to enter the dispensary department unless:

(1) Such person is licensed or registered by the department pursuant to 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies;

(2) Such person's responsibilities necessitate access to the dispensary department and then for only as long as necessary to perform the person's job duties;

or

(3) Such person has a patient or caregiver registration certificate, in which case such person shall not be permitted behind the service counter or in other areas where marijuana is stored. 43

(i) All dispensary facility employees shall, at all times while at the dispensary facility, have their current dispensary license, dispensary technician registration or

dispensary facility employee registration available for inspection by the commissioner or the commissioner's authorized representative.

MJ Freeway's GramTracker™ allows a dispensary to prevent sales and check-ins of patients without valid licenses, and also tracks which user within the database performs a sale, allowing a dispensary to track and ensure that all transactions take place between two legal parties.

(n) A dispensary facility shall make publicly available the price of all marijuana products offered by the dispensary facility to prospective qualifying patients and primary caregivers. Such disclosure may include posting the information on the dispensary facility Internet web site

MJ Freeway provides several methods for dispensary facilities to publicize their pricing, including through online menus and integration with locator services.

(o) A dispensary facility shall provide information to qualifying patients and primary caregivers regarding the possession and use of marijuana. The dispensary facility manager shall submit all informational material to the commissioner for approval prior to being provided to qualifying patients and primary caregivers. Such informational material shall include information related to:

(1) Limitations on the right to possess and use marijuana pursuant to the Act and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies;

(2) Safe techniques for proper use of marijuana and paraphernalia;

(3) Alternative methods and forms of consumption or inhalation by which one can use marijuana;

- (4) Signs and symptoms of substance abuse; and
- (5) Opportunities to participate in substance abuse programs.

MJ Freeway provides the ability for dispensary facilities to provide patient educational information at the point of sale, and to capture a record of the date and time that such information was provided to the patient. Multiple pieces of educational material can be created and notes of which specific ones were provided can be captured in the patient purchase record.

(q) All deliveries from producers shall be carried out under the direct supervision of a dispensary who shall be present to accept the delivery. Upon delivery, the marijuana shall immediately be placed in an approved safe or approved vault within the dispensary department where marijuana is stored.

When purchase orders or transfers are received in MJ Freeway, the incoming product count and weight is captured. The date and time stamp, as well as the name of the person receiving the product is also captured. An inventory location for the received inventory is recorded as the product is checked in.

Sec. 21a-408-38. Rights and responsibilities of dispensaries

(a) A dispensary, in good faith, may sell and dispense marijuana to any qualifying patient or primary caregiver that is registered with the department. Except as otherwise provided by sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies, the dispensary dispensing the marijuana shall include the date of dispensing and the dispensary's signature or initials on the dispensary facility's dispensing record log.

MJ Freeway's sales records capture the date and time of each sale, the name of the dispensary making the sale, and attach that information to the patient record. This is maintained both as a log of daily sales, as well as a log of sales to the patient.

(e) A dispensary may dispense a portion of a qualifying patient's one-month supply of marijuana. The dispensary may dispense the remaining portion of the one-month supply of marijuana at any time except that

no qualifying patient or primary caregiver shall receive more than a one-month supply of marijuana in a one-month period.

MJ Freeway includes safeguards to monitor the weight of medicine on a particular order and compare that to the total weight dispensed to that patient over the previous one month. If an individual sale will exceed the remaining portion for a one-month supply, the dispensary is alerted and the sale is blocked.

(g) A dispensary shall document a qualifying patient's self-assessment of the effects of marijuana in treating the qualifying patient's debilitating medical condition or the symptoms thereof. A dispensary facility shall maintain such documentation electronically for at least three years following the date the patient ceases to designate the dispensary facility and such documentation shall be made available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.

MJ Freeway's SymptomTracker™ module provides a mechanism for the dispensary to review with the patient their symptoms and self-assess the effects of marijuana on those symptoms or conditions. This self-assessment is attached to the patient record. Self-assessments can be scheduled to ensure that dispensaries are communicating with their patients about symptoms and conditions on a regular basis.

Sec. 21a-408-39. Dispensaries to assign serial number and maintain records. Transfer of records to another dispensary facility

(a) A dispensary shall assign and record a sequential serial number to each marijuana product dispensed to a patient and shall keep all dispensing records in numerical order in a suitable file, electronic file or ledger. The records shall indicate:

- (1) The date of dispensing;
- (2) The name and address of the certifying physician;
- (3) The name and address of the qualifying patient, or primary caregiver if applicable;
- (4) The initials of the dispensary who dispensed the marijuana; and
- (5) Whether a full or partial one-month supply of marijuana was dispensed.

(b) A dispensary facility shall maintain records created under this section and shall make such records available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.

(c) When a dispensary department closes temporarily or permanently, the dispensary facility shall, in the interest of public health, safety and convenience, make its complete dispensing records immediately available to a nearby dispensary facility and post a notice of this availability on the window or door of the closed dispensary facility. The dispensary facility shall simultaneously provide such notice to the commissioner.

MJ Freeway assigns unique batch numbers to every strain, from every harvest. Furthermore, every package created from a batch of inventory is assigned a unique, non-repeatable, package/serial number. These serial numbers, once generated and assigned, cannot be changed.

MJ Freeway's sales records capture the date of dispensing, the recommending physician, and the quantity dispensed. This information is all attached to the record of the qualifying patient.

MJ Freeway saves, and allows exports of, all inventory and sales history. Also, an MJ Freeway client can request an archived copy of their site, which will allow all records to be passed on quickly and easily as described in (5)(c).

Sec. 21a-408-40. Labeling of marijuana products by dispensary

(a) A dispensary shall not dispense marijuana that does not bear the producer label required pursuant to section 21a-408-56 of the Regulations of Connecticut State Agencies.

(b) A dispensary, or a dispensary technician under the direct supervision of the dispensary, shall completely and properly label all marijuana products dispensed with all required information as follows:

- (1) The serial number, as assigned by the dispensary facility;
- (2) The date of dispensing the marijuana;
- (3) The quantity of marijuana dispensed;
- (4) The name and registration certificate number of the qualifying patient and, where applicable, the primary caregiver;
- (5) The name of the certifying physician;
- (6) Such directions for use as may be included in the physician's written certification or otherwise provided by the physician;
- (7) Name of the dispensary;
- (8) Name and address of the dispensary facility;
- (9) Any cautionary statement as may be required by Connecticut state statute or regulation; and
- (10) A prominently printed expiration date based on the producer's recommended conditions of use and storage that can be read and understood by the ordinary individual.

(c) The expiration date required by this section shall be no later than the expiration date determined by the producer.

(d) No person except a dispensary, or a dispensary technician operating under the direct supervision of a dispensary, shall alter, deface or remove any label so affixed.

MJ Freeway currently captures and retains all data described in the requirements above. Any specific label formatting or disclaimers required by the Department of Consumer Protection will be adhered to. MJ Freeway creates both inventory labels, which are applied to the product at the production facility, prior to sale, and patient labels, which include required patient information and are applied at the point of sale. MJ Freeway's current batch

tracking and test result logging structure already allows discrete packages of inventory to carry unique details including expiration dates and cannabinoid profiles.

Sec. 21a-408-47. Dispensing error reporting. Quality assurance program

(b) A dispensary facility shall include the following printed statement on the receipt or in the bag or other similar packaging in which marijuana is contained: "If you have a concern that an error may have occurred in the dispensing of your marijuana, you may contact the Department of Consumer Protection, Drug Control Division, by calling (Department of Consumer Protection telephone number authorized pursuant to section 21a-2 of the Connecticut General Statutes)." The dispensary facility shall print such statement in a size and style that allows it to be read without difficulty by patients.

MJ Freeway provides dispensary facilities with the ability to provide this statement at the point of sale. It may be provided through an information sheet that prints upon completion of the sale and is then included in the bag, or it may be added to the receipt itself.

Sec. 21a-408-49. Electronic system record-keeping safeguards

(a) If a dispensary facility uses an electronic system for the storage and retrieval of patient information or other marijuana records, the dispensary facility shall use a system that:

- (1) Guarantees the confidentiality of the information contained therein;
- (2) Is capable of providing safeguards against erasures and unauthorized changes in data after the information has been entered and verified by the dispensary; and
- (3) Is capable of being reconstructed in the event of a computer malfunction or accident resulting in the destruction of the data bank.

MJ Freeway maintains a highly redundant server architecture, with both hardware redundancy and data replication and backups. MJ Freeway's follows HIPAA security guidelines, which include maintaining stringent physical security of servers, maintaining access control restrictions to the data and servers, and protecting patient identifiable information through encryption.

Sec. 21a-408-50. Dispensary reporting into the prescription monitoring program

(a) At least once per day, a dispensary shall transmit electronically to the Drug

Control Division of the department the information set forth in the most recent edition of the Standard for Prescription Monitoring Programs established by the American Society for Automation in Pharmacy, a copy of which may be purchased from the American Society for Automation in Pharmacy on their Internet web site: www.asapnet.org.

(b) A dispensary shall transmit to the department, in a format approved by the department, the fields listed in this subsection, including, but not limited to, the following:

- (1) Drug Enforcement Administration Pharmacy number, which shall be populated by a number provided by the department;
- (2) Birth date;
- (3) Sex code;
- (4) Date order filled, which shall be the date marijuana is dispensed;
- (5) Order number, which shall be the serial number assigned to each marijuana product dispensed to a patient;
- (6) New-refill code;
- (7) Quantity;
- (8) Days supply;
- (9) National Drug Code number, which shall be provided by the department;
- (10) Drug Enforcement Administration Prescriber identification number;
- (11) Date order written, which shall be the date the written certification was issued;
- (12) Number of refills authorized;
- (13) Order origin code, which shall be provided by the department;
- (14) Patient last name;
- (15) Patient first name;
- (16) Patient street address;
- (17) State;
- (18) Payment code for either cash or third-party provider; and
- (19) Drug name, which shall be the brand name of the marijuana product.

(c) A dispensary shall transmit the information required pursuant to this section in such a manner as to insure the confidentiality of the information in compliance with all federal and Connecticut state statutes and regulations, including the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

MJ Freeway's GramTracker™ currently has the ability to capture all of items outlined above. Should the state provide the framework to allow it, MJ Freeway will happily construct an integration to report all required information directly to the state database as seamlessly and conveniently as possible.

Sec. 21a-408-52. Operation of production facility

(b) A producer shall not:

- (1) Produce or manufacture marijuana in any place except its approved production facility;
- (2) Sell, deliver, transport or distribute marijuana from any place except its approved production facility;
- (3) Produce or manufacture marijuana for use outside of Connecticut;
- (4) Sell, deliver, transport or distribute marijuana to any place except a dispensary facility located in Connecticut;

MJ Freeway's sales records, vendor records, purchase orders, transfer records and transport manifests document the source and destination of all marijuana that is dispensed from or obtained by the dispensary facility. These records are all time and date stamped and tied to an individual user to ensure accountability.

Sec. 21a-408-53. Minimum requirements for the storage and handling of marijuana by producers

(c)(4) Document the chain of custody of all marijuana and marijuana products.

MJ Freeway's seed-to-sale data management capabilities are specifically designed to capture the chain of custody of all marijuana products from creation of the plant, through cultivation, harvesting, processing, distribution, inventory and sale.

(d)(1) Handling mandatory and voluntary recalls of marijuana products. Such process shall be adequate to deal with recalls due to any action initiated at the request of the commissioner and any voluntary action by the producer to remove defective or potentially defective marijuana products from the market or any action undertaken to promote public health and safety by replacing existing marijuana products with improved products or packaging;

MJ Freeway's batch tracking information ties any finished product, all the way back to the original plant in came from. In addition, all sales of product from that batch can be identified. In the case of a product recall, simply reporting on the batch ID of the defective product would enable the dispensary facility to remove all product from that batch from their inventory and to contact all patients who purchased product from that batch.

(d)(3) Ensuring that any outdated, damaged, deteriorated, misbranded, or adulterated marijuana is segregated from all other marijuana and destroyed. This procedure shall provide for written documentation of the marijuana disposition;

MJ Freeway captures destruction of marijuana by recording an inventory adjustment, requiring that the reason code for the adjustment be entered to indicate destruction, giving the ability to enter a note with further information, and providing a time and date stamp, as well as identification of who entered the record. The destroyed product shows as a unique entry on inventory reports, enabling future reporting on destroyed product.

Sec. 21a-408-54. Producer record keeping

Producers shall keep records of all marijuana produced or manufactured and of all marijuana disposed of by them. Such records shall be maintained and made available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies and, in each case shall show:

- (1) The brand name, kind and quantity of marijuana involved;
- (2) The date of such production or removal from production;
- (3) A record of all marijuana sold, transported or otherwise disposed of;
- (4) The date and time of selling, transporting or disposing of the marijuana;
- (5) The name and address of the dispensary facility to which the marijuana was sold;
- (6) The name of the dispensary who took custody of the marijuana; and
- (7) The name of the production facility employee responsible for transporting the marijuana.

MJ Freeway's GrowTracker™ allows for detailed records of plant production, from seed to shipment, tracking strain/brand, harvest date and ingredients. Once harvested, useable product, useable byproduct, and waste can be tracked, and dealt with, independently. With static historical data and the Transport Manifest, chain of custody becomes traceable and unchangeable. MJ Freeway software serves as a thorough database of current and historic inventory and transactional data. The software features a suite of prepared reports, and its robust reporting engine allows dispensary ownership to produce custom reports as required. Should the state create its own custom form, we will strive to build it and incorporate it into the system.

Sec. 21a-408-56. Packaging and labeling by producer

(c) A producer shall label each marijuana product prior to sale to a dispensary and shall securely affix to the package a label that states in legible English:

- (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.
- (d) A producer shall not label marijuana products as "organic" unless the marijuana plants have been organically grown as defined in section 21a-92 of the Connecticut General Statutes and the marijuana products have been produced, processed, manufactured and certified to be consistent with organic standards in compliance with section 21a-92a of the Connecticut General Statutes.

MJ Freeway captures all of the data outlined above and will meet any production labeling requirements specified by Connecticut. Any specific label formatting or disclaimers required by the Department of Consumer Protection will be adhered to. After harvest, the production facility will be able to track the conversion of finished flower to discrete, uniquely label, sellable packages. MJ Freeway creates both inventory labels, which are applied to the product at the production facility, prior to sale, and patient labels, which include required patient information and are applied at the point of sale. MJ Freeway's current batch tracking and test result logging structure already allows discrete packages of inventory to carry unique details including expiration dates and cannabinoid profiles.

Sec. 21a-408-58. Laboratory testing

MJ Freeway
sales@mjfreeway.com • www.mjfreeway.com • 888-932-6537 x2

Mr. Jonathan D. Stravitz, President, Connecticut Natural Care • (203) 702-4465 • andy@inaturalcare.com

(a) Immediately prior to manufacturing any marijuana product or packaging raw marijuana for sale to a dispensary, a producer shall segregate all harvested marijuana into homogenized batches.

(b) A producer shall make available each such batch at the production facility for a laboratory employee to select a random sample. The laboratory shall test each sample for microbiological contaminants, mycotoxins, heavy metals and pesticide chemical residue, and for purposes of conducting an active ingredient analysis.

(c) From the time that a batch of marijuana has been homogenized for sample testing and eventual packaging and sale to a dispensary facility, until the laboratory provides the results from its tests and analysis, the producer shall segregate and withhold from use the entire batch of marijuana, except the samples that have been removed by the laboratory for testing. During this period of segregation, the producer shall maintain the marijuana batch in a secure, cool and dry location so as to prevent the marijuana from becoming contaminated or losing its efficacy. Under no circumstances shall a producer include marijuana in a marijuana product or sell it to a dispensary facility prior to the time that the laboratory has completed its testing and analysis and provided those results, in writing, to the producer or other designated production facility employee.

Test	Specification
Alfatoxin B1	<20uG/KGofSubstance
Alfatoxin B2	<20uG/KGofSubstance
Alfatoxin O1	<20uG/KGofSubstance
Alfatoxin O2	<20uG/KGofSubstance
Ochratoxin A	<20uG/KGofSubstance

(3) For purposes of the heavy metal test, a marijuana sample shall be deemed to have passed if it meets the following standards:

Metal	NaturalHealthProductsAcceptablelimitsuG/KGBW/Day
Arsenic	<0.14
Cadmium	<0.09
Lead	<0.29
Mercury	<0.29

(4) For purposes of the pesticide chemical residue test, a marijuana sample shall be deemed to have passed if it satisfies the most stringent acceptable standard for a pesticide chemical residue in any food item as set forth in Subpart C of the federal Environmental Protection Agency’s regulations for Tolerances and Exemptions for Pesticide Chemical Residues in Food, 40 CFR 180.

(f) If a sample of marijuana passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the laboratory shall release the entire batch for immediate manufacturing, packaging and labeling for sale to a dispensary facility.

(g) The laboratory shall file with the department an electronic copy of each laboratory test result for any batch that does not pass the microbiological, mycotoxin, heavy metal or pesticide chemical residue test,

at the same time that it transmits those results to the producer. In addition, the laboratory shall maintain the laboratory test results and make them available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.

(h) A producer shall provide to a dispensary facility the laboratory test results for each batch of marijuana used in a product purchased by the dispensary facility. Each dispensary facility shall have such laboratory results available upon request to qualifying patients, primary caregivers and physicians who have certified qualifying patients.

MJ Freeway's batch tracking and inventory location functionality supports the requirements above for product control prior to the completion of testing. Finished product that is not yet tested can easily be maintained as separate inventory from that which is already tested and available for packaging or further processing. Laboratory results can be attached to product entries once they have been sent to the producer. MJ Freeway's GramTracker™ test results module allows a dispensary to attach test data to individual batches within the dispensary's inventory, ensuring that each unit of inventory can be correctly assigned a necessary test profile.

Sec. 21a-408-59. Brand name

(a) A producer shall assign a brand name to each marijuana product. A producer shall register each brand name with the department, on a form prescribed by the commissioner, prior to any sale to a dispensary facility and shall associate each brand name 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.

(b) A producer shall not label two marijuana products with the same brand name unless the laboratory test results for each product indicate that they contain the same level of each active ingredient listed within subsection (a)(1) to (4), inclusive, of this section within a range of 97% to 103%.

(c) The department shall not register any brand name that:

- (1) Is identical to, or confusingly similar to, the name of an existing non-marijuana product;
- (2) Is identical to, or confusingly similar to, the name of an unlawful product or substance;
- (3) Is confusingly similar to the name of a previously approved marijuana product brand name;

- (4) Is obscene or indecent;
- (5) May encourage the use of marijuana for recreational purposes;
- (6) May encourage the use of marijuana for a condition other than a debilitating medical condition;
- (7) Is customarily associated with persons under the age of 18; or
- (8) Is related to the benefits, safety or efficacy of the marijuana product unless supported by substantial evidence or substantial clinical data.

MJ Freeway software allows cultivators and dispensaries to establish strains within the database and attach them to batch information, along with potency and contamination testing performed on a batch by batch basis.

Sec. 21a-408-60. Transportation of marijuana

- (a) Prior to transporting any marijuana or marijuana product, a producer shall:
 - (1) Complete a shipping manifest using a form prescribed by the commissioner; and
 - (2) Securely transmit a copy of the manifest to the dispensary facility that will receive the products and to the department at least twenty-four hours prior to transport.
- (b) The producer and dispensary facility shall maintain all shipping manifests and make them available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.
- (c) A producer shall only transport marijuana products:
 - (1) In a locked, safe and secure storage compartment that is part of the vehicle transporting the marijuana; and
 - (2) In a storage compartment that is not visible from outside the vehicle.
- (d) A production facility employee, when transporting marijuana, shall travel directly from the producer facility to the dispensary facility and shall not make any stops in between, except to other dispensary facilities.
- (e) A producer shall ensure that all delivery times and routes are randomized.
- (f) A producer shall staff all transport vehicles with a minimum of two employees. At least one delivery team member shall remain with the vehicle at all times that the vehicle contains marijuana.
- (g) A delivery team member shall have access to a secure form of communication with employees at the production facility at all times that the vehicle contains marijuana.

(h) A delivery team member shall possess a department-issued identification card at all times when transporting or delivering marijuana and shall produce it to the commissioner, the commissioner's authorized representative or law enforcement official upon request.

MJ Freeway currently provides a robust shipping manifest, which includes sending and receiving party information, transporter information including route traveled and auto description, and a detailed product listing. Any specific format prescribed by the commissioner will be created within MJ Freeway.

Sec. 21a-408-64. Disposal of marijuana

(a) A dispensary, producer, laboratory, law enforcement or court official or the commissioner or the commissioner's authorized representative shall dispose of undesired, excess, unauthorized, obsolete, adulterated, misbranded or deteriorated marijuana in the following manner:

(1) By surrender without compensation of such marijuana to the commissioner or the commissioner's authorized representative; or

(2) By disposal in the presence of an authorized representative of the commissioner in such a manner as to render the marijuana non-recoverable.

(b) The person disposing of the marijuana shall maintain and make available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies a separate record of each such disposal indicating:

(1) The date and time of disposal;

(2) The manner of disposal;

(3) The brand name and quantity of marijuana disposed of; and

(4) The signatures of the persons disposing of the marijuana, the authorized representative of the commissioner and any other persons present during the disposal.

MJ Freeway captures destruction of marijuana by recording an inventory adjustment, requiring that the reason code for the adjustment be entered to indicate destruction, giving the ability to enter a note with further information, and providing a time and date stamp, as well as identification of who entered the record. The destroyed product shows as a unique entry on inventory reports, enabling future reporting on destroyed product.

Sec. 21a-408-65. Inventory

(a) Each dispensary facility and production facility, prior to commencing business, shall:

- (1) Conduct an initial comprehensive inventory of all marijuana at the facility. If a facility commences business with no marijuana on hand, the dispensary or producer shall record this fact as the initial inventory; and
- (2) Establish ongoing inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana, which shall enable the facility to detect any diversion, theft or loss in a timely manner.
- (b) Upon commencing business, each dispensary facility and production facility shall conduct a weekly inventory of marijuana stock, which shall include, at a minimum, the date of the inventory, a summary of the inventory findings, the name, signature and title of the individuals who conducted the inventory, the date of receipt of marijuana, the name and address of the producer from whom received, where applicable, and the kind and quantity of marijuana received. The record of all marijuana sold, dispensed or
- (c) A complete and accurate record of all stocks or brands of marijuana on hand shall be prepared annually on the anniversary of the initial inventory or such other date that the dispensary facility manager or producer may choose, so long as it is not more than one year following the prior year's inventory.
- (d) All inventories, procedures and other documents required by this section shall be maintained on the premises and made available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.
- (e) Whenever any sample or record is removed by a person authorized to enforce the provisions of sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies or the provisions of the state of Connecticut food, drug and cosmetic statutes and regulations for the purpose of investigation or as evidence, such person shall tender a receipt in lieu thereof and the receipt shall be kept for a period of at least three years.

MJ Freeway's GramTracker™ provides a robust inventory reconciliation tool, allowing a dispensary to run regular inventories of all stock stored at the dispensary and recording historical information so that management may refer back to any past reconciliation to see a summary of changes made. In addition, management may also perform manual inventory adjustments when a full reconciliation is unnecessary. To complement this, the system includes a thorough transaction history report which can be used to review all changes to inventory, including time, date, and user recording the change.

Sec. 21a-408-69. Dispensary facility and producer records; furnishing of information; audits

- (a) Each dispensary facility and producer shall maintain a complete set of all records necessary to fully show the business transactions related to marijuana for a period of the current tax year and the three immediately prior tax years, all of which shall be made available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.
- (b) The commissioner may require any licensee or registrant to furnish such information as the commissioner considers necessary for the proper administration of the Act and sections 21a-408-1 to 21a-408-70, inclusive, of the



Mr. Jonathan D. Stravitz, President
Connecticut Natural Care
6 Ward Dr
Danbury, CT 06810

Regulations of Connecticut State Agencies, and may require an audit of the business of any dispensary facility or producer and the expense thereof shall be paid by such dispensary facility or producer.

MJ Freeway captures all historical data, within GramTracker™ and GrowTracker™, in easily viewable and exportable reports. 'READ ONLY' access can also be granted to the software, if needed.

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Below is the Company's zoning application for a medical marijuana dispensary facility. It is required to be signed by the property owner. Ms. Donna Devino is the signatory for the ownership group. She is personally very supportive of the use and will assist the company in preparing for the zoning hearing.

OCT-25-2013 15:02

DPUC

18608272613 P.002

**APPLICATION FOR A
ZONING / WETLANDS CERTIFICATE OF COMPLIANCE
ZONING PERMIT & IW AGENT PERMIT
CITY OF WATERBURY**



Fee: ZONING / WETLANDS CERTIFICATE OF COMPLIANCE - \$100.^{**} With a CIO - No Fee
ZONING PERMIT \$310.00, includes \$60.00 State Surcharge
IW AGENT PERMIT for Minimal Impact Activity - additional \$310.00 fee, includes \$60.00 State Surcharge

INSTRUCTIONS: Fill in all boxes and checkboxes not in shaded areas. Shaded areas are for Staff use. The application must be SIGNED BY BOTH THE APPLICANT AND PROPERTY OWNER.

DATE: 10/24/13

PROPERTY INFORMATION: (Use supplemental property form if more than one property.)

Address: 497 Waterbury Avenue, Waterbury, CT 06708
Map-Block-Lot: 195 / 7
Owner:
 Name: The Frank Devino Emly, Limited Partnership, c/o Donna Devino, G.P.
 Address: 50 North Farm Rd
 City, State, Zip: Middletown, CT 06762
 Phone: (802) 233-0055
 Fax:
 Email: ddevino@sbcglobal.net

Property Owners Signature: The undersigned property owner consents to necessary property inspections of the above-mentioned property at reasonable times by City of Waterbury Staff for purposes related to the issuance of this permit and inspection permitted activities.

Donna Devino Date: 10/25/13

APPLICANT: (All certified communications will be sent to the address listed below.)

Name: Connecticut Natural Care, LLC c/o Jon Stravitz
Address: 6 Ward Drive
City, State, Zip: Danbury, CT 06810
Phone: cell 203.252.8767 office 203.252.8799
Fax: 203.252.8594
Email: jstravitz@innaturalcare.com

ZONING DISTRICT: CA

CHANGE OF USE: YES NO

EXISTING USE: Commercial - Pharmaceutical Company
PROPOSED USE: Commercial - Medical Marijuana Dispensary + Pharmaceutical Company

EARTH EXCAVATION Cubic Yards
 CUT
 FILL
REGRAVING
 AREA OF DISTURBANCE Square Ft

FEMA FLOODPLAIN DESIGNATION
 SPECIAL FLOOD HAZARD AREAS subject to inundation by the 1% annual Chance Flood or FLOODWAY AREA
 OTHER FLOOD AREAS typically with an annual probability of flooding of 0.2% to 1%
 OTHER AREAS typically with an Annual Probability of Flooding of Less than 0.2%

TYPE OF IMPROVEMENT:

Requires a Zoning Permit - FEE \$310.⁰⁰

- NEW PRINCIPAL STRUCTURE
- CHANGE # OF RESIDENTIAL UNITS
- TEMPORARY STRUCTURE
- CHANGE OF USE
- ADDITION (Increase of GLA by 50% or more)
- OTHER

Requires a CZC - FEE \$100.⁰⁰

- ADDITION (less than 50% GLA)
- DECK
- POOL
- GARAGE/SHED
- FENCE
- SIGN

If an Inland Wetlands Agents permit is required there is an additional fee of \$310.⁰⁰

IMPORTANT INFORMATION

An application for a Certificate of Zoning Compliance/Inland Wetlands and Watercourses Clearance must be accompanied by a plot plan containing all the information necessary to enable staff to decide whether the proposed building, alteration, addition, or use complies with all the provisions of these regulations. Staff may rely on the information submitted above in making a determination of compliance. It is the responsibility of the applicant to assure the accuracy of all information submitted.

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

State statutes provide that an applicant may provide notice of the issuance of any Certificate of Zoning Compliance 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.

I certify that the information submitted herein is accurate to the best of my knowledge and that I have been informed of my right to advertise, at my own expense, notice of any certification received.

Applicant's Signature:

Sandra C. Strindberg

Date:

10/24/13

=====(Office Use Only Below Line)=====

A-2 Survey Required?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Soil Scientist Report Required?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Stormwater Plan and Soil Erosion and Sedimentation Control Plan required?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
IWWC Application Required	<input type="checkbox"/> YES	<input type="checkbox"/> NO

ZONING CERTIFICATION: Approved Denied
Reason for denial:

WETLANDS CERTIFICATION: No Regulated Activities
 Regulated Activities - IWWC Permit Required Regulated Activities - Agent Approval (see attachments)

Comments:

Signature: _____ Date: _____

Land Use Officer

Please also see Appendix G for a copy of our lease agreement.

LEASE AGREEMENT

AGREEMENT entered into this 8th day of November 2013, by and between THE FRANK DEVINO FAMILY LIMITED PARTNERSHIP, of Middlebury, Connecticut, (hereinafter referred to as LESSOR) and CONNECTICUT NATURAL CARE, LLC of Danbury, Connecticut (hereinafter referred to as LESSEE).

WITNESSETH

In consideration of the mutual promises, covenants and agreements herein contained and in consideration of the rents hereinafter reserved, LESSOR does hereby let to LESSEE, and LESSEE does hereby take and lease from LESSOR the demised premises hereinafter described for retail use upon all the terms, promises, covenants and agreements hereinafter set forth.

1. Description of Demised Premises

1.1 The premises subject to this lease is the property known as 497 Watertown Avenue (Unit 3), Waterbury, Connecticut, and shall be referred to herein as the "demised premises". (Note: The demised premises consists of both 485 and 497 Watertown Avenue). Lessee shall have non-exclusive use of appurtenant parking in common with other tenants.

2. Term

2.1 This deal is contingent upon the Lessee's receipt of a license from the State of Connecticut to dispense medical marijuana and the local municipality's approval of the use of the demised premises.

2.2 Provided that a license has been issued and municipal approval has been granted according to paragraph 2.1 above, the term of this lease shall commence on April 1, 2014. The term shall be five (5) years from the commencement date.

3. Rent

3.1 Lessee shall pay to Lessor an annual rent, free of set off, counter claim, abatement or reduction, during the term of this lease in the amounts indicated below. The annual rent shall be payable in equal monthly installments in advance on the first day of each and every month beginning on the first day of the first month following the commencement of the term of this lease and continuing during the term of this lease. Rent shall be paid to LESSOR at 330 Three Mile Hill Road, Middlebury, Connecticut 06762 or such address or assignee of Lessor's interest herein or other nominee as Lessor may direct by written notice to Lessee.

3.1 The rental rates for the term is as follows:

TERM	MONTHLY	ANNUAL
Year One	\$2,497.00	\$29,964.00
Year Two	\$2,572.00	\$30,864.00
Year Three	\$2,649.00	\$31,788.00
Year Four	\$2,728.00	\$32,736.00
Year Five	\$2,810.00	\$33,720.00

3.2 The Lessee shall pay, as additional rent, the annual insurance premium for fire casualty insurance obtained by the Lessor pursuant to paragraph 6.2 of this lease. Said additional rent shall be paid in monthly installments (1/12 of annual insurance premium) to Lessor. **Said additional rent is already included in paragraph 3.1 above at a base amount of \$91.00.** Any annual increase above the base amount in this insurance premium proportionally attributed to the demised premises, shall be the Lessee's responsibility as additional rent.

3.3 The Lessee shall pay any money required to be paid by Lessee under this Lease, whether or not the same be designated "additional rent", all such amounts being agreed to be additional rent. If such amounts or charges are not paid at the time provided in this lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Lessor.

3.4 If Lessee shall fail to pay, when the same is due and payable, any rent or any additional rent, or amounts or charges of the character described in Subparagraph 3.3 hereof, such unpaid amounts shall bear interest, from the due date thereof to the date of payment, at the rate of twelve percent (12%) per annum.

4. Taxes

4.1 Lessee shall pay, as further additional rent, the municipal real estate taxes levied on the demised premises. Said additional rent shall be paid in monthly installments (1/12 of annual tax amount) to the Lessor. **Said additional rent is already included in paragraph 3.1 above at the base amount of \$706.00.** If the term of this lease shall begin or terminate in the midst of a tax year, the Lessee's payment required hereunder shall be apportioned based on the number of days of said tax year as shall elapse after the commencement or before the termination of the lease term, as the case may be. Any increase above the base amount in the real estate taxes proportionally attributed to the demised premises over the amount paid on the October 1, 2012 Grand List, shall be the Lessee's responsibility as additional rent.



4.2 The Lessee shall pay all municipal taxes levied on the personal property located on the premises, including but not limited to, furniture and trade fixtures which are owned and installed by Lessee on the premises.

4.3 The Lessee, at Lessee's sole expense, may protest any assessment before any taxing authority or board or maintain any necessary legal action in reference to said assessment or for the recovery of any taxes paid thereon.

5. Quiet Enjoyment

5.1 The Lessor covenants with the Lessee, upon Lessee paying the rent reserved hereunder and observing and performing all of the terms, covenants and conditions on Lessee's part to be observed and performed. Lessee will peacefully and quietly have and hold the Premises, without hindrance or molestation by any person or persons lawfully claiming by or through any Lessor, subject, however, to the terms of this Lease.

6. Insurance

6.1 It is further agreed that Lessee shall, at their own expense, during the entire term of this lease or any extensions thereof, carry general liability and property damage insurance covering the demised premises and Lessee's Improvements thereon with limits of \$1 Million for personal injury and \$100,000.00 for property damage, the policies for the same to be written in standard Connecticut forms; and the Lessee shall name the Lessor as an additional insured therein and deliver copies of said policies to the Lessor, and copies of each renewal policy or a certificate thereof at least ten (10) days prior to the expiration of the policy it renews. Each such policy shall be noncancellable with respect to the Lessor's interest without at least ten (10) days prior written notice to the Lessor. Lessee covenants and agrees to assume exclusive control of the demised premises, and all tort liabilities incident to the control or leasing thereof, to defend and to save Lessor harmless from all claims or damage arising on account of any injury or damage to any person or property on said premises or otherwise resulting from the use and maintenance and occupancy of the premises or anything on said premises or facility kept or used thereon.

6.2 The Lessor during the entire term of this lease or any extension thereof shall carry fire casualty insurance.

7. Lessee's Covenants

The Lessee covenants with the Lessor and agrees as follows:

7.1 to pay the rent at the location designated by the Lessor at the time and in the manner as aforesaid;

7.2 to commit no waste nor suffer the same to be committed on the demised premises, nor injure or misuse the same;

7.3 that it will not assign or sublet this lease or abandon the demised premises without the Lessor's prior written consent (Lessor's consent shall not be unreasonably withheld,

conditioned or delayed), and provided that any assignee or sublessee shall be subject to all the conditions and agreements applicable to Lessee herein and Lessee herein shall at all times remain responsible for the full performance of each covenant of this Lease;

7.4 to neither overload the floors or wiring, nor damage or deface any part of the premises or the building on which they are located;

7.5 to conform to all reasonable rules and regulations which the Lessor may make from time to time regarding the operation and use of the building in which the premises are located.

7.6 to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter;

7.7 to fully and promptly comply at all times with all laws, ordinances, orders and regulations of any lawful authority affecting the demised premises, including without limitation of the foregoing such as relate to cleanliness, fire, health, nuisance, safety and environment and agrees to hold the Lessor harmless from all fines, penalties and costs, for violation of, or noncompliance with the same;

7.8 at the expiration of this lease or at the sooner or later termination of its tenancy, to peaceably yield up the premises and all alterations therein in as good condition in all respect, reasonable wear and tear, fire and other unavoidable casualties excepted, as they now are or may be hereafter put into by either party;

7.9 to make no alterations, additions or improvements upon the demised premises without the prior written approval of the Lessor (Lessor's consent shall not be unreasonably withheld, conditioned or delayed);

7.10 to neither do nor permit anything to be done in said premises beyond the purposes for which Lessee is permitted to use the demised premises hereunder, or keep anything therein, which will increase the rate of fire insurance premiums on the building or any part thereof, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said building or any part thereof;

8. Repairs

8.1 The Lessee will be responsible for usual and ordinary maintenance, repair and upkeep of the plumbing, heating and air conditioning systems during the term of this lease, or any extension thereof. The Lessor shall be responsible for any replacement of the foregoing providing Lessee properly serviced and maintained said systems. The Lessor shall make all necessary repairs to the demised premises limited to the roof and structural portion of the building. The Lessee shall make all other necessary repairs to the demised premises, excluding the roof and structural portion of the building, and including the interior walls, floors and ceilings, glass, windows and doors.

8.2 All repairs, installations, alterations, improvements and removals made by Lessee shall be done in a good and workmanlike manner in conformity with all applicable laws, ordinances, rules, regulations and requirements of all Federal, state and municipal governments or departments and in accordance with the rules and regulations of any applicable Insurance Underwriters. Lessee or Lessor, as the case may be, shall repair any and all damage caused by or resulting from any such activities. Lessee agrees to indemnify and hold the Lessor harmless against any and all claims for injury, loss, cost, damage or liability to persons or property caused by or resulting from the doing of any such work for Lessee. Lessor agrees to indemnify and hold the Lessee harmless against any and all claims for injury, loss, cost, damage or liability to persons or property caused by or resulting from the doing of any such work for Lessor.

9. Condition of Premises

9.1 Lessee has examined the demised premises and, except as otherwise expressly provided herein, will accept them in their present condition and without any representations on the part of the Lessor or its agents as to the present or future condition of said premises. With respect to work to be performed by Lessor, if any, Lessee's taking possession of the demised premises shall be conclusively presumed to constitute Lessee's agreement that such work was completed in full compliance with the terms hereof. The Lessee shall keep the premises in good condition, and to that end shall perform such redecoration, painting and renovations to the said premises as may be necessary to keep them in repair and good appearance.

10. Alterations and Improvements

10.1 The Lessee agrees that they will not cause to make any alterations, changes and/or improvements to the demised premises without the prior written consent of Lessor (Lessor's consent shall not be unreasonably withheld, conditioned or delayed).

10.2 All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by Lessor or the Lessee, except furniture or movable trade fixtures installed at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease, without compensation to the Lessee. Notwithstanding the above, Lessee, at Lessor's option, shall be required to remove said trade fixtures. Lessee shall not be required to remove permanent alterations and improvements.

11. Default

11.1 Lessee shall be in default under this lease if:

(a) Lessee shall be in default in the payment of any rent or additional rent for a period of ten (10) days after the same is due after written notice; or

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(b) Lessee shall be in default in the performance of any other term, covenant or condition of this lease and such default has not been cured within ten (10) days after written notice by Lessor to Lessee specifying such default and requiring it to be remedied, or where such default cannot reasonably be remedied within such period of ten (10) days, if Lessee shall not have, in good faith, commenced the remedying thereof within such period of time and shall not be proceeding with due diligence to remedy it; or

(c) Lessee makes an assignment of all its assets for the benefit of creditors or is placed in receivership and said receiver has not been discharged thirty (30) days after his appointment; or

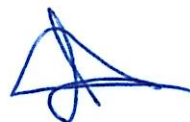
(d) A petition is filed or an action commenced by or against Lessee under the Federal Bankruptcy Code or any similar law relating to bankruptcy, insolvency or relief of debtors, provided that if such petition be filed against Lessee by a third party, Lessee shall have 30 days in which to have said petition dismissed or discharged.

11.2 If Lessee shall be in default under this Lease, Lessor at his option, may terminate this lease after 10 day written notice to Lessee with opportunity to cure within that 10 day period, and upon such termination, Lessee shall quit and surrender the demised premises and all improvements located thereon to Lessor, but such termination shall not affect the Lessor's rights to recover damages or exercise any other rights as hereinafter provided.

11.3 Upon termination of this lease as aforesaid, Lessor may (i) re-enter and resume possession of the demised premises and enter and possess all improvements thereon and remove all persons and property therefrom either by Summary Process proceedings or by a suitable action or proceeding, at law or in equity, or by force or otherwise, without being liable for any damages therefor and (ii) Lessor may relet the whole or any part of the demised premises and the improvements thereon on behalf of Lessee for a period equal to, greater or less than the remainder of the then term of this lease, at such rental and upon such terms and conditions as Lessor shall deem reasonable, provided however, that Lessor shall make a bona fide effort to obtain fair market rental, to any tenant it may deem suitable and for any use and purpose it may deem appropriate. Lessor shall not be liable, providing he is acting in good faith, in any respect for the failure to relet the demised premises and the improvements located thereon, or, in the event of such reletting, for failure to collect the rent thereunder and any sums received by Lessor on a reletting in excess of the rent reserved in this lease, shall belong to Lessor.

Notwithstanding the above, if Lessee shall default and the Lease is terminated in accordance with the term herein, Lessor shall self help and take possession of the premises. Lessee shall have 30 days to remove its personal property or said property will be deemed abandoned.

11.4 Upon termination of this lease as aforesaid, Lessor shall forthwith be entitled to recover from Lessee all damages sustained by the Lessor as a result of Lessee's default, including, but not limited to, the following items:



(a) If the annual rent provided for in paragraph 3.1, and the additional rent provided for herein, exceed the net sum received by Lessor on any reletting, the amount of such excess.

(b) All expenses of operating the demised premises while they are vacant; all expenses, including reasonable attorneys' fees, incurred by Lessor in recovering possession of the demised premises and reletting the same; and all costs of performing any work to be done by Lessee under this Lease.

(c) Costs incurred by Lessor in making the demised premises available for reletting. Lessee agrees that Lessor shall be entitled to recover the sum set forth in this paragraph in one action. Lessor and Lessee hereby expressly waive their right to a trial by jury in any action brought by either party.

11.5 If the Lessor shall neglect or fail to perform or observe any of the covenants on the part of the Lessor herein contained, and such default shall continue more than thirty (30) days, without the Lessor having commenced the remedy of said default, after written notice of such default is duly given to the Lessor, or if the Lessor shall fail to continue to conclusion the action necessary to remedy said default with diligence and dispatch, then the Lessee may itself cause such default to be made good and may pursue any option or any other rights that they may have under this lease or by law to collect said amount from Lessor.

11.6 Upon the correction of any default, this lease shall be deemed to be in full force and effect and as applicable the rights of the Lessee and the Lessor under the default provisions hereof shall be deemed to have been lost but only insofar as such default is concerned.

12. Liability of Lessor

12.1 Lessor, its agents, servants and employees, shall not be liable for any loss, damage, injury or other casualty of whatsoever kind and nature or by whomsoever caused, to the person or property of anyone (including Lessee) in, on or off the demised premises arising out of or resulting from Lessee's use, possession, improvement or operation thereof, or from the installation, existence, use, maintenance, condition, or repair, alteration or removal of any equipment thereon, except if due in whole or in part to intentional, reckless or negligent acts on the part of Lessor, its agents, servants, employees or customers and Lessee is not insured against such loss, damage, injury or other casualty by insurance then carried by the Lessee pursuant to the terms of paragraph 6 hereof. Lessee hereby agrees to indemnify and hold Lessor, its agents, servants and employees, harmless from and against all claims for loss, damage, injury or other casualty to any person or property arising from the use, possession, improvement or operation of the demised premises by Lessee including costs of the defense thereof except as aforesaid.

12.2 Lessor shall be entitled to convey and otherwise dispose of the demised premises and shall be entirely free and released of all covenants and obligations of the Lessor after the demised premises are so conveyed, and Lessor shall not be subject to any liability resulting from any act or omission or event occurring after such conveyance. The purchaser, or any person who takes title to the demised premises from the Lessor or any person who subsequently holds title to the demised premises, shall be deemed to have assumed and agreed to



carry out any and all covenants on Lessor's part to be performed under this lease. No further agreement will be required between the Lessor and Lessee and any person holding title subsequent to Lessor in connection with the assumption of the obligations of Lessor hereunder.

13. Waiver

13.1 No receipt of monies by Lessor from Lessee after the termination or cancellation of this Lease shall reinstate, continue or extend the term of this Lease, or affect any notice theretofore given to Lessee, or operate as a waiver of the right of Lessor to enforce the payment of the fixed or additional rent or rents then due or thereafter falling due, or operate as a waiver of the right of Lessor to recover possession of the demised premises by proper suit, action, proceeding or remedy; it being agreed that after the service of notice to terminate either by lapse of time or by virtue of any of the express stipulations contained herein, the Lessee hereby waives all right to any notice to quit possession, and upon such termination or upon the commencement of any suit, action or summary proceedings or any other remedy, or after a final order or judgment for the possession of the demised premises. Lessor may demand, receive and collect any monies due or thereafter falling due, without in any manner affecting such proceedings, suit, action, order or judgment; and any and all such monies collected shall be deemed to be payment on account of the use and occupation of the demised premises or, at the election of Lessor, on account of Lessee's liability hereunder.

13.2 The receipt by Lessor of rent with knowledge of the breach of any of the terms, covenants, conditions and agreements of the Lease on the part of Lessee shall not be deemed a waiver of such breach and Lessor may accept such payment without prejudice to Lessor's right to pursue any remedy in this Lease provided. No payment by Lessee or receipt by Lessor of a lesser amount than the fixed monthly rent herein stipulated shall be deemed to be other than on account of said stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to receive the balance thereof.

13.3 A waiver by Lessor of any breach by the Lessee of any of the terms, covenants, conditions and agreements of this Lease shall be limited to the particular instance and shall not operate or be deemed as a waiver of any future breaches of said terms, covenants, conditions and agreements of this Lease; and the failure of Lessor to enforce any agreement, condition, covenant or term, by reason of its breach by Lessee, after notice had, shall not be deemed to void or affect the right of Lessor to enforce the same agreement, condition, covenant or term on the occasion of such subsequent breach or default.

13.4 No provision of this Lease shall be deemed to have been waived by Lessor unless such waiver be in writing signed by Lessor.

14. Lessee's Obligation to Discharge Mechanic's Lien

14.1 If, as a result of Lessee performing its obligations hereunder or in the making of any improvements, repairs, replacements, alterations, installations, and/or changes in or upon the demised premises as permitted hereunder, any mechanic's or other lien or order for the



payment of money shall be filed against the demised premises by reason of, or arising out of any labor or material furnished or alleged to have been furnished to, or for, Lessee at the demised premises or for or by reason of any change, alteration or addition by Lessee, or the cost or expense thereof, or any contract relating thereto, or against Lessor as fee owner thereof by reason of such work or contract of Lessee, Lessee shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of Lessee, within twenty (20) days after having been requested in writing so to do by the Lessor, and shall also defend, on behalf of Lessor, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and Lessee will pay any damages and discharge any judgment entered therein and save harmless Lessor from and indemnify it against any claim, damage or costs, including reasonable attorney's fees, resulting therefrom.

15. Utilities

15.1 Lessee shall bear the cost of all its utilities, including, without limitation, heat, water, sewer, electricity, and shall bear the cost of maintaining a separate dumpster, located within the specified area, for Lessee's rubbish removal. Lessor shall provide snow and ice removal and charge Lessee 1/3 of the actual cost.

16. Holding Over

16.1 In the event Lessee shall continue in occupancy of the demised premises after the expiration of the term of this Lease or any renewal thereof, without having executed a new lease agreement with Lessor, such occupancy shall not be deemed to extend or renew the term of this Lease, but Lessor may, at its option, treat such holding over as a tenancy from month to month upon the terms, covenants, conditions and provisions herein contained, and at the rentals of in effect during the last year of the term of this Lease or any renewal thereof, prorated and payable for the period of such occupancy.

17. Security Deposit

17.1 Concurrently, with the execution of this Lease, the Lessee has deposited with the Lessor the sum of Five Thousand One Hundred Seventy and 00/100 (5,170.00) as security for the performance by the Lessee of all of the conditions required to be performed by the Lessee under this Lease. Such sums shall be returned to the Lessee without interest after the expiration of the term of this Lease provided the Lessee has performed all such conditions. Prior to the time when the Lessee shall be entitled to the return of the security deposit, the Lessor shall be entitled to intermingle such deposit with its own funds and use such funds for such purposes as the Lessor may determine.

17.2 In the event of default by the Lessee in respect of any of the conditions of this Lease, including but not limited to the payment of rents and additional rents, the Lessor at their option, may use, apply, or retain all or any part of such security deposit for the payment of any unpaid rents and additional rent, or for any other amount which the Lessor may be required to spend by reason of the default of the Lessee, including any damages or deficiency in the renting of the leased property, regardless of whether the accrual of such damages or deficiency occurs before



or after an eviction or summary re-entry or other re-entry by the Lessor and if the Lessor shall not have elected to terminate this Lease as a result of Lessee's default, Lessee shall promptly on demand of Lessor restore any amount so used by Lessor.

17.3 The Lessee shall not assign or encumber the money deposited as security, and neither the Lessor nor his heir or assigns shall be bound by such assignment or encumbrance.

18. Damages

18.1 In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety (90) days from the happening of such injury, then and in such case, the term hereby created shall, at the option of the Lessor, cease and become null and void from the date of such damage or destruction and the Lessee shall immediately surrender said premises and all of the Lessee's interest therein to the Lessor, and shall pay rent only to the time of such surrender, in which event the Lessor may re-enter and repossess the premises thus discharged from this Lease and may remove all parties therefrom. Should all or a portion of the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety (90) days from the happening of said injury, unless the Lessee shall have terminated this Lease, the Lessor may enter and shall repair the same with reasonable speed, and no rent payable hereunder shall accrue after said injury or while repairs are being made for all or that portion which is untenable, but the same shall recommence immediately after said repairs shall be completed. Should the demised premises not be repairable within ninety (90) days then the Lessee may, at its option, terminate this Lease by giving notice to the Lessor within thirty (30) days after such destruction of the premises. But if the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Lessor shall repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine; provided that, if such repair shall not be completed within thirty (30) days of such destruction, Lessee may, at its option, terminate this Lease by written notice to Lessor. The Lessee shall immediately notify the Lessor in case of fire or other damage to the premises.

19. Signage

19.1 Lessee shall have the right to install the maximum signage permitted by the local municipality that directs visitors to the building. Lessee shall also be allowed to install building signage, use the pylon signage in-front of the building, subject to Lessor's reasonable approval and all governmental restrictions, at Lessee's expense.

20. Subordination - Estoppel Certificate

20.1 This Lease is subject and is hereby subordinated to all present and future mortgages and deeds of trust affecting the demised premises or the property of which said premises are a part. This provision shall be self operating, however, the Lessee shall execute



promptly any certificate or other instrument that the Lessor may request as shall be necessary or proper to give effect to or confirm such subordination.

20.2 From time to time as requested by Lessor or Lessee, the other party shall execute and deliver an Estoppel Certificate in such form as Lessor or Lessee shall reasonably require stating that this Lease is in full force and effect and the terms hereof unmodified (or specifying the alleged modification) that there is no default hereunder on the part of Lessor or Lessee (or specifying any such default which is alleged to exist), that no rental has been pre-paid (or specifying the amount pre-paid) and such other information as shall reasonably be required. Lessor represents that there is no current default of any existing mortgage and that this lease will not result in any such default.

21. Use of Premises

21.1 Lessee shall have the right to use the demised premises for the operation of a medical marijuana dispensary.

21.2 It shall be Lessee's sole obligation to obtain any and all applicable licenses, permits and franchises required by it for its use of the demised premises and no failure to obtain the same, nor any revocation thereof by any governmental authority of any such licenses, permits or franchises hereto fore or hereafter granted by any such governmental authority shall in any manner affect this Lease or diminish the amount of rent or any other payments or charges payable by Lessee hereunder. Lessor has made no representation regarding the suitability of the demised premises for Lessee's intended use, upon which Lessee has relied in entering into this Agreement. Either party shall have the right to terminate this Lease if Lessee's license is revoked through no fault of the Lessee.

22. Access to Premises

22.1 Lessee shall permit Lessor or Lessor's agents to enter the demised premises all reasonable hours, for the purpose of inspecting the same, or of making repairs, additions or alterations as it shall deem necessary to maintain the premises (there being no obligation, however, on the part of the Lessor to make any such repairs, additions or alterations except as elsewhere provided herein), and Lessor shall have access to the premises for the purpose of performing any other work on the demised premises that Lessee may have failed to commence in accordance with the agreements, conditions, covenants and terms hereof, provided no such entry for repairs or work (except in an emergency) shall be made until after reasonable notice by the Lessor to the Lessee of the necessity of such repairs or work.

22.2 Lessee shall also permit Lessor or Lessor's agents to enter the demised premises at all reasonable hours for the purpose of showing the demised premises to prospective mortgagees or to persons wishing to purchase the same and, within six (6) months prior to the expiration of the term of this lease, to persons wishing to hire the demised premises; and Lessee shall, within four (4) months prior to the expiration of the term of this lease, permit the usual notices of "To Let" and "For Sale" to be placed upon the demised premises and to remain thereon without molestation.

22.3 Lessor may during the progress of any work performed by it on the demised premises in connection with any such repairs keep and store upon the demised premises all necessary materials, tools and equipment. Lessor shall not in any event be liable for (a) inconvenience, annoyance, disturbance, loss of business or (b) any other damages of any kind whatsoever to Lessee or any sublessee by reason of the making of any such repairs or the performance of any work on the demised premises during the course thereof and the obligations of Lessee under this lease shall not thereby be affected in any manner whatsoever. Lessor shall, however, in connection with the doing of any such work cause as little inconvenience or annoyance to Lessee or any sublessee as may reasonably be possible under the circumstances.

23. Cure of Lessee's Defaults

23.1 If Lessee shall be in default in the performance of any of the agreement, conditions, covenants, or terms herein contained, or in the payment of any amounts required to be paid hereunder by Lessee, including without limitation, Lessee's obligations to maintain in force or pay premiums in connection with any insurance policies required to be maintained by Lessee pursuant to the terms hereof, to pay any taxes, assessments, to make repairs, to keep the demised premises free of any mechanics or other liens for the payment of money, or to make any other payment or to perform any other act on Lessee's part to be paid or performed as provided herein, then Lessor may, but shall not be obligated so to do, upon ten (10) days notice to Lessee (or such shorter period as shall be necessitated by the nature of the default, or without notice if the default shall constitute an emergency) pay or perform the same for the account of Lessee without waiving the performance of or releasing Lessee from any of its agreements, obligations or covenants to be paid or performed by it hereunder. Any amount paid, or any expense or liability incurred, including reasonable attorney's fees, by Lessor for the account of the Lessee as aforesaid, shall be deemed to be additional rent which shall be paid by Lessee, together with interest at the rate of twelve percent (12%), upon submission of a bill therefore by Lessor.

24. Option to Renew

24.1 The Lessee shall have the option of renewing this lease for two (2) additional terms of five (5) years **with rental increases of three (3%) percent annually from the previous years rent and shall likewise increase similarly during the second period**, upon satisfaction of all of the following terms and conditions:

(a) Lessee shall give written notice, by certified mail and by regular mail, to Lessor of their intent to exercise their option to renew on or before October 1, 2018, and on or before October 1, 2023.

(b) At the time such notice is given, and at the time such renewal is to take effect, no default of any obligations, covenants or agreements of Lessee hereunder, and no state of facts which with notice, the passage of time or both would become such a default, shall exist;

(c) All of the terms and conditions of this lease shall continue in effect during the renewal terms.



25. No Other Representation and Governing Law

25.1 Lessee expressly acknowledges and agrees that the Lessor has not made and is not making, and Lessee, in executing and delivering this Lease, is not relying upon any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease or in any other written agreement which may be made and executed between the parties concurrently with the execution and delivery of this Lease and shall expressly refer to this Lease. If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

25.2 This lease shall be governed in all respects by the laws of the State of Connecticut.

26. Persons and Property Bound

26.1 This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party hereto is named.

27. Notices

27.1 Any notice, statement, demand, request or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this lease except notices of Lessee's default, or pursuant to any applicable law or public authority shall be in writing and shall be deemed to have been properly given, rendered or made, if sent in the continental United States by certified mail, return receipt requested, postage prepaid, addressed to the other party at the address hereinafter set forth:

If the Lessor: THE FRANK DEVINO FAMILY LIMITED PARTNERSHIP
330 Three Mile Hill Road
Middlebury, Connecticut 06762
and
George C. Tzepos, Esq.
444 Middlebury Road
Middlebury, Connecticut 06762



If the Lessee: Connecticut Natural Care, LLC
~~Six Ward Drive~~ 497 Waterbown Ave.
Waterbury Danbury, Connecticut 06810 06708

and
Jonathan D. Straitz, Esq.
401 East 34th Street, Apt. 527H
NY, NY 10016

28. Concluding Provisions

28.1 The invalidity of one or more phrases, sentences, clauses, or sections contained in this Lease shall not affect the remaining portions of this Lease or any part thereof.

28.2 This Lease may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by each of the parties hereto.

28.3 This Agreement shall be executed in two (2) counterparts, and each executed copy shall be deemed an original and shall be binding upon all the parties hereto.

28.4 The preparation of this Agreement has been the joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

28.5 The index and captions of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease.

29. Notice of Lease

29.1 The parties agree that this Lease shall not be recorded in the Office of the Town Clerk of Waterbury, but upon the request of either party hereto, a Notice of Lease shall be recorded in Lieu thereof.

30. Eminent Domain

30.1 In the event the whole of the demised premises shall be taken under the power of eminent domain, this lease shall thereupon terminate as of the date possession shall be so taken.

30.2 In the event that at any time during the term of this Lease or any extension thereof, less than the whole of the demised premises shall be taken under the power of eminent domain, and if such taking in Lessee's judgment, which judgment, however, shall not be unreasonably or arbitrarily exercised, renders the demised premises unusable for Lessee's operations as previously conducted thereon, Lessee shall have the right upon notice to Lessor, with respect thereto (given within sixty (60) days after Lessee shall have ascertained or been



duly notified by Lessor, whichever shall first occur, of the existence of such proceedings in eminent domain) to terminate this lease effective as of the date possession shall be taken by or under the condemnor.

30.3 In the event this lease shall be terminated, as provided in the preceding paragraphs 30.1 or 30.2, the demised premises shall belong absolutely to the Lessor and Lessee shall promptly remove all of Lessee's other property and each party hereto shall thereupon be released from every obligation hereunder to the other except:

(a) With respect to any covenants the breach of which occurred prior to termination date:

(b) The obligation of Lessor to refund to Lessee any rent paid to Lessor, and to reimburse Lessee in the amount of any taxes with respect to the demised premises for any period subsequent to termination date.

The Lessee shall not be entitled to any portion of the damages assessed for such taking; except that the Lessee shall have the right to claim and recover from the condemning authority, but not from the Lessor, such compensation as may be separately awarded or recoverable by the Lessee in the Lessee's own right on account of any and all cost or loss to which the Lessee might be put in removing, or inability to remove, the Lessee's furniture, fixtures, leasehold improvements and equipment.

30.4 In the event a portion of the premises shall be taken under the power of eminent domain, and Lessee shall elect not to terminate the lease, as provided in Paragraph 30.2 hereof, the annual rentals shall remain as stated in Paragraph 3 hereof and shall not be reduced or adjusted.


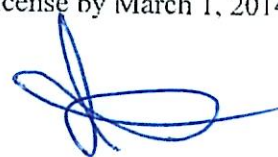
30.5 A taking by condemnation or a voluntary conveyance under threat of a condemnation or taking by eminent domain is agreed to constitute a "taking under power of eminent domain."

31. Commercial Waiver

31.1 THE LESSEE ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS LEASE IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVES HIS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903A OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE LESSOR MAY DESIRE TO USE.

32. Occupancy / Possession

32.1 Lessee shall take occupancy or possession as soon as a license has been received. In the event that the State of Connecticut has not issued a license by March 1, 2014,



Lessee can elect the commencement of this Lease and to the payment of rent effective on April 1, 2014. If the license is not granted, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor. In the event Lessee fails to make such election, this Lease shall terminate.

33. Environmental Indemnity

33.1 Lessor represents and warrants that no environmental contamination exists on the demised premises. Lessor fully indemnifies Lessee from any and all liability in relation to environmental issues.

34. Broker

34.1 The Lessor and Lessee represent that no real estate agent or broker has in any manner acted as the procurer of this lease, except Lou Proto of The Proto Group, LLC and Jonathan Stravitz of BIOC Commercial Real Estate, LLC. Each of the Lessor and Lessee will indemnify and hold each other harmless from and against any loss, liability and damage including expenses, arising out of any claim for any commission, fee, or charge, so far as any claim thereof arises by reason of said services alleged to have been rendered to, or at the instance, of such party. The provisions of this paragraph shall survive the closing and delivery of the deed.

35. Federal Law

35.1 Notwithstanding any provision to the contrary herein, Lessee makes no representation or warranty that Lessee's business and use of the demised premises complies with federal law. Lessor acknowledges that such violation of federal law shall not be deemed a breach or default of this Lease.

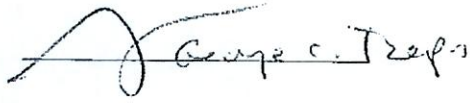


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36. Corporate Authority

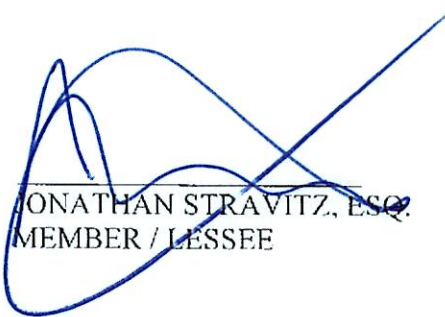
36.1 If the Lessee is a corporation, each individual signing this Lease on behalf of Lessee represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the corporation, and that this Lease is binding on the Lessee in accordance with its terms. Lessee shall, at Lessor's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

Signed, sealed and delivered in the presence of:




DONNA DEVINO
GENERAL PARTNER / LESSOR



Elena Shornikova


JONATHAN STRAVITZ, ESQ.
MEMBER / LESSEE

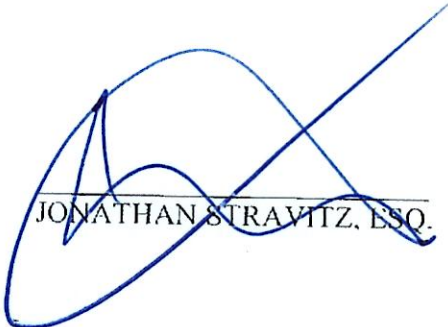


GUARANTY

In consideration of the execution of the Lease between Donna Devino (hereinafter "Lessor") and Connecticut Natural Care, LLC (hereinafter "Lessee"), and in reliance of this guaranty, the undersigned hereby guarantees unto the Lessor, their heirs and assigns, the prompt payment of all rent and the performance of all of the terms, covenants and conditions provided in said lease, hereby waiving all notice of default, and consenting to any extension of time or changes in the manner of payment or performance of any of the terms and conditions of the said lease the Lessor may grant the Lessee, and further consenting to the assignment and the successive assignments of said lease, and any modifications thereof, including the sub-letting and changing the use of the demised premises, all without notice to the undersigned. The undersigned agrees to pay the Lessor all expenses in enforcing the obligations of the Lessee under the within lease and in enforcing this guaranty including attorney's fees. The undersigned agrees that this guaranty may be enforced jointly and severally as against any part to the lease. THE UNDERSIGNED ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS LEASE IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVES HIS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGEMENT REMEDY WHICH THE LESSOR MAY DESIRE TO USE.



Elena Shornikova



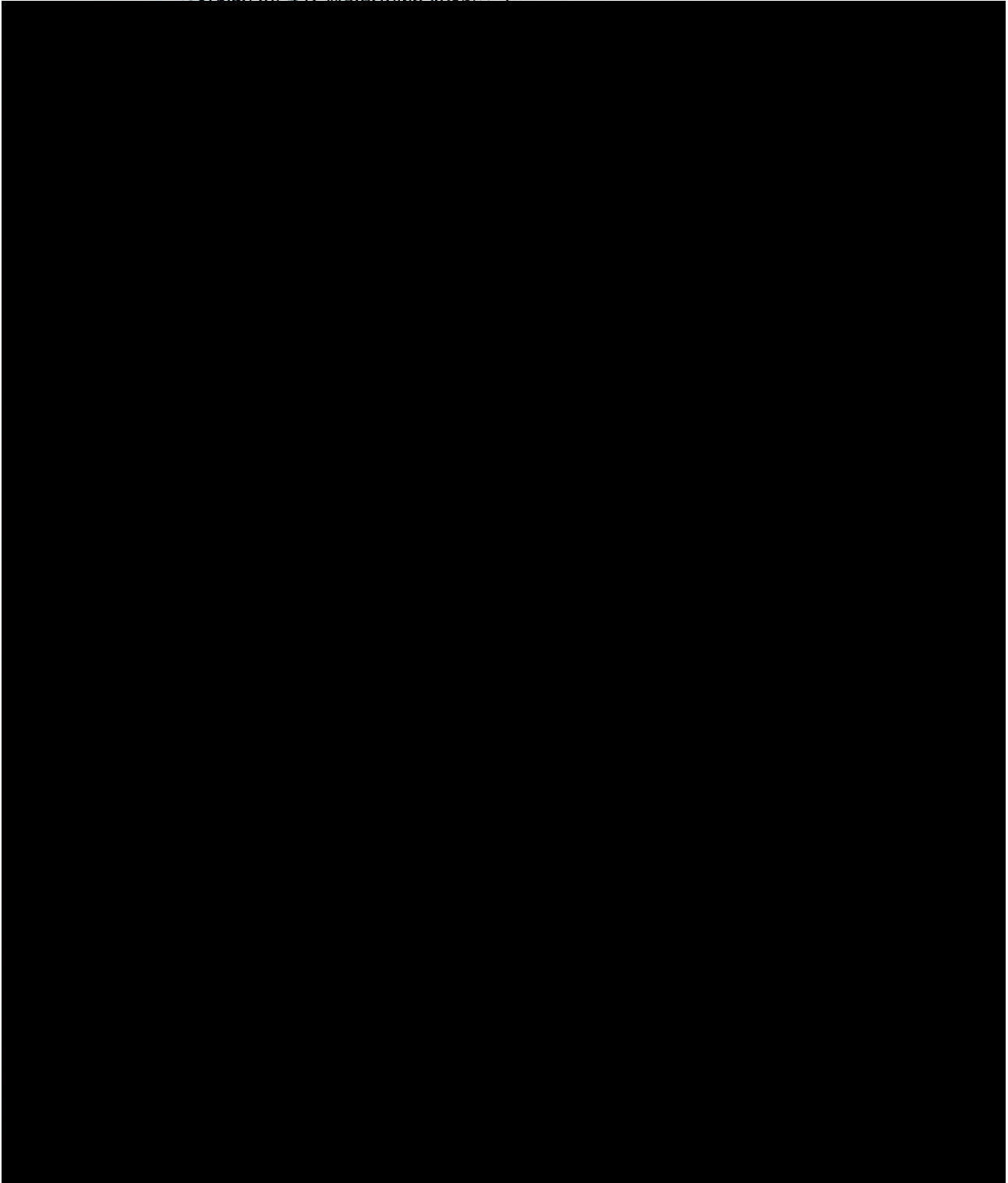
JONATHAN STRAVITZ, ESQ.

RFA B8 Dispensary Floorplan

RFA B8 Dispensary Floorplan

Below is the floorplan for 497 Watertown Avenue

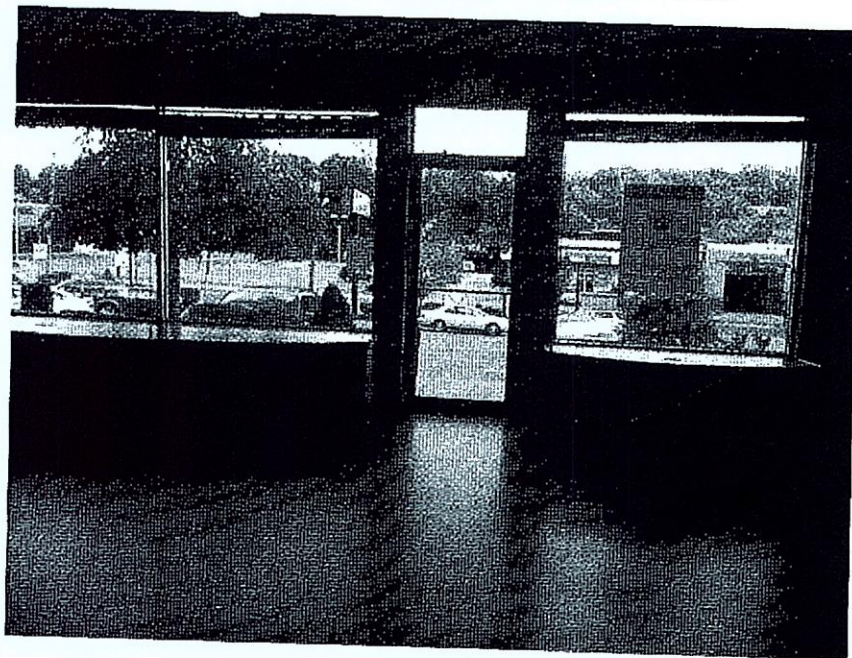
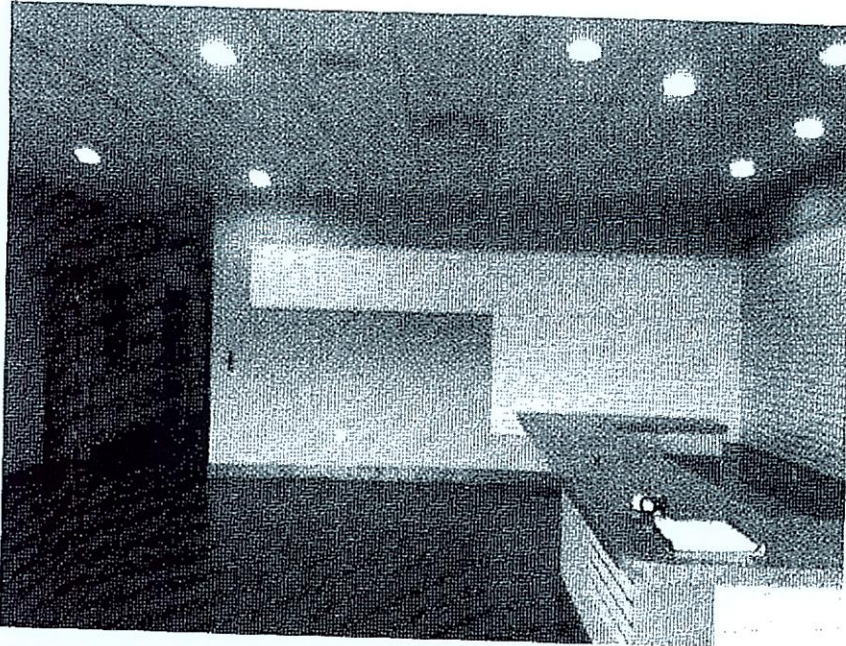


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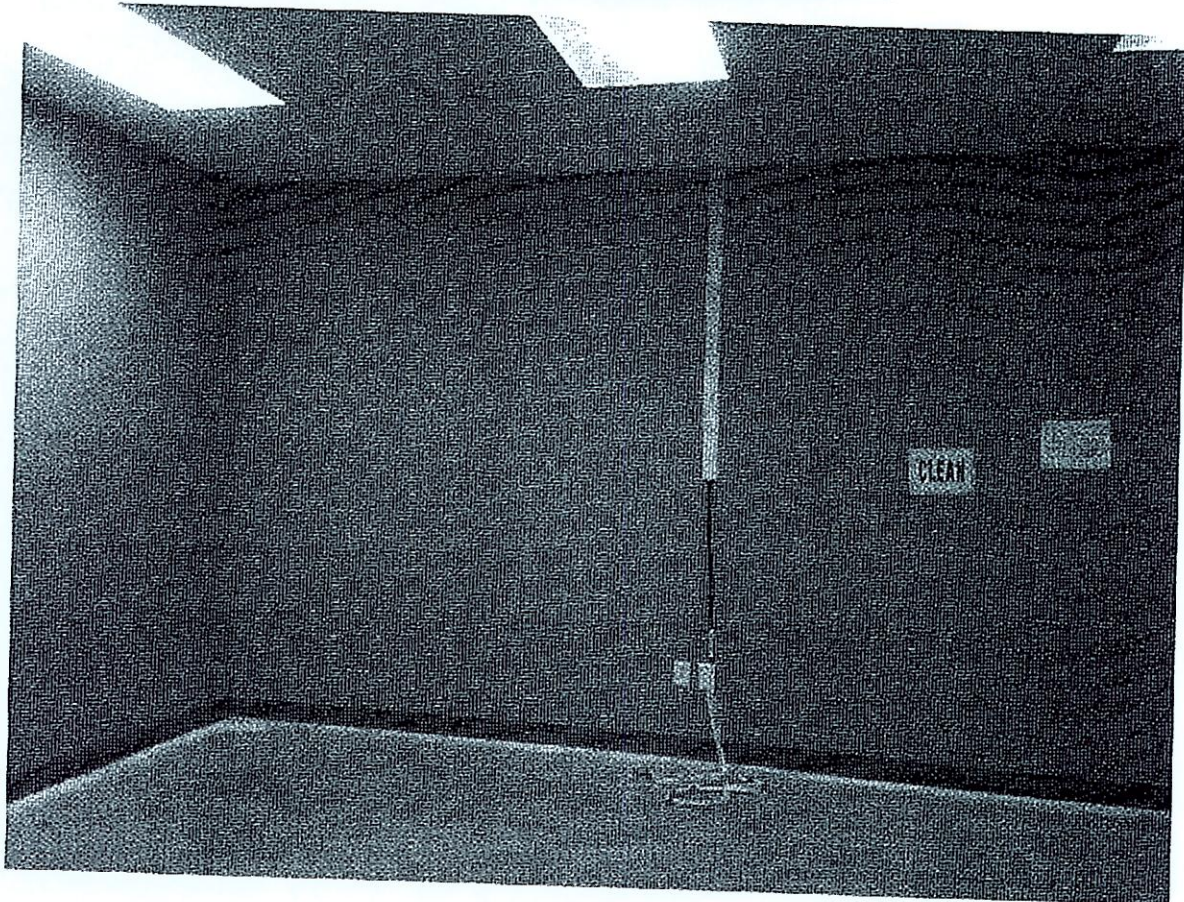
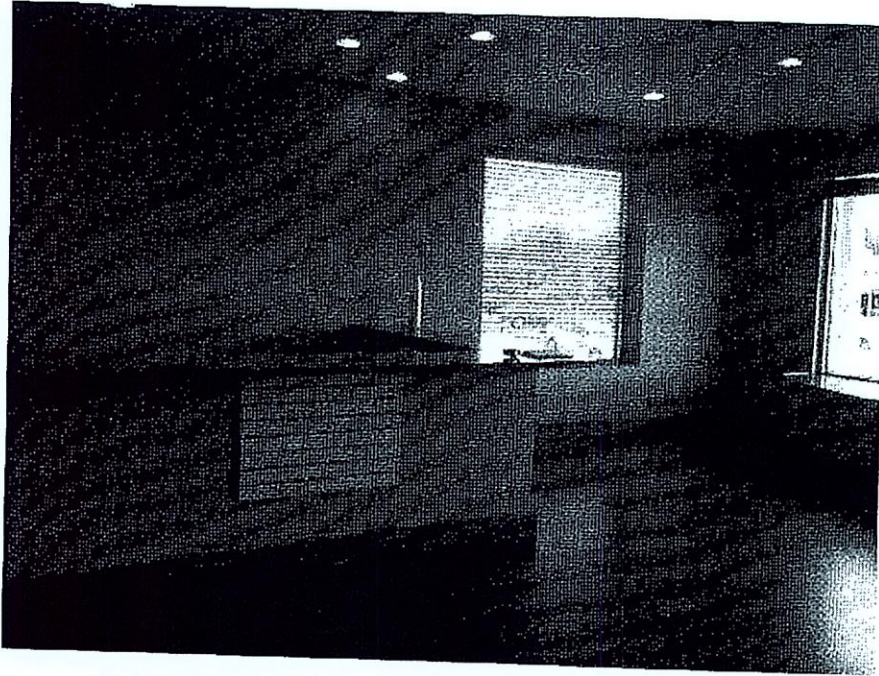
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RFA B8 Dispensary Floorplan

Some pictures of the interior – modern styling, new construction inside, already outfitted as a medical device sales office complete with handicapped access features. We apologize for the blurriness of some pictures.



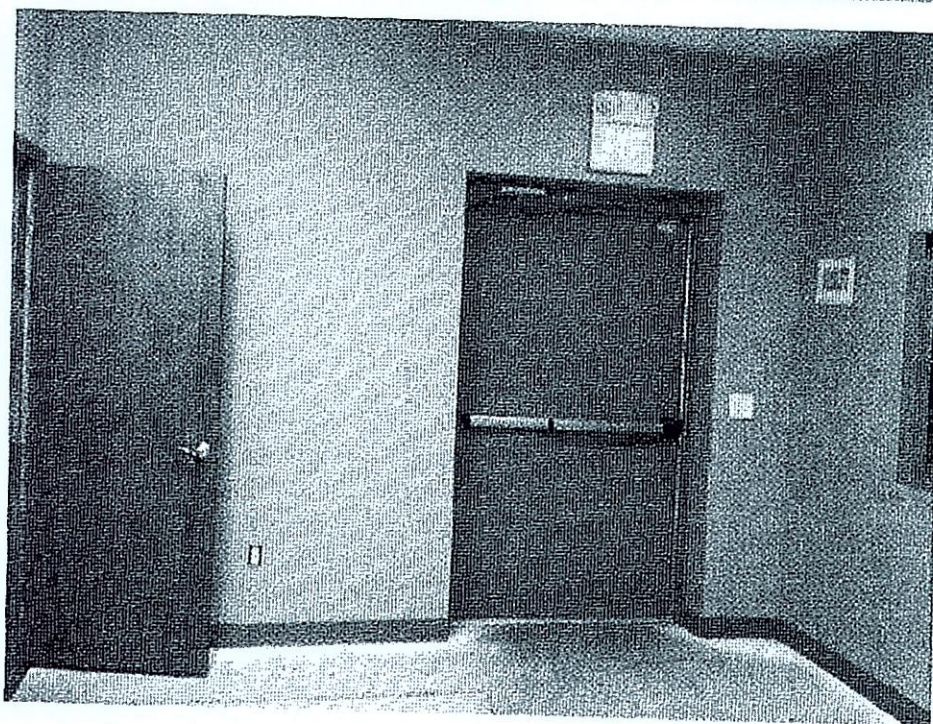
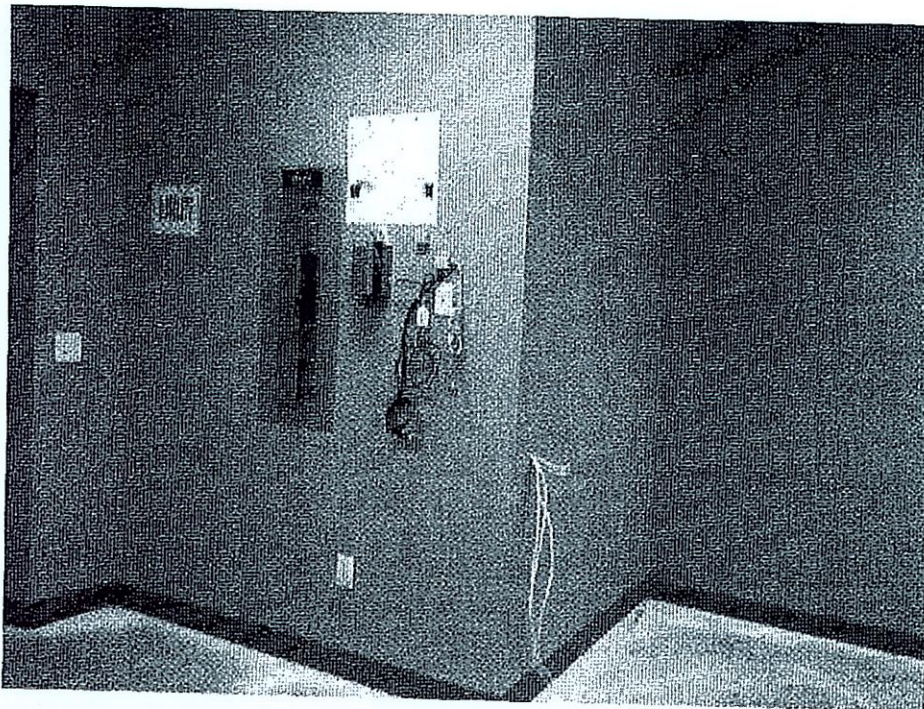
RFA B8 Dispensary Floorplan



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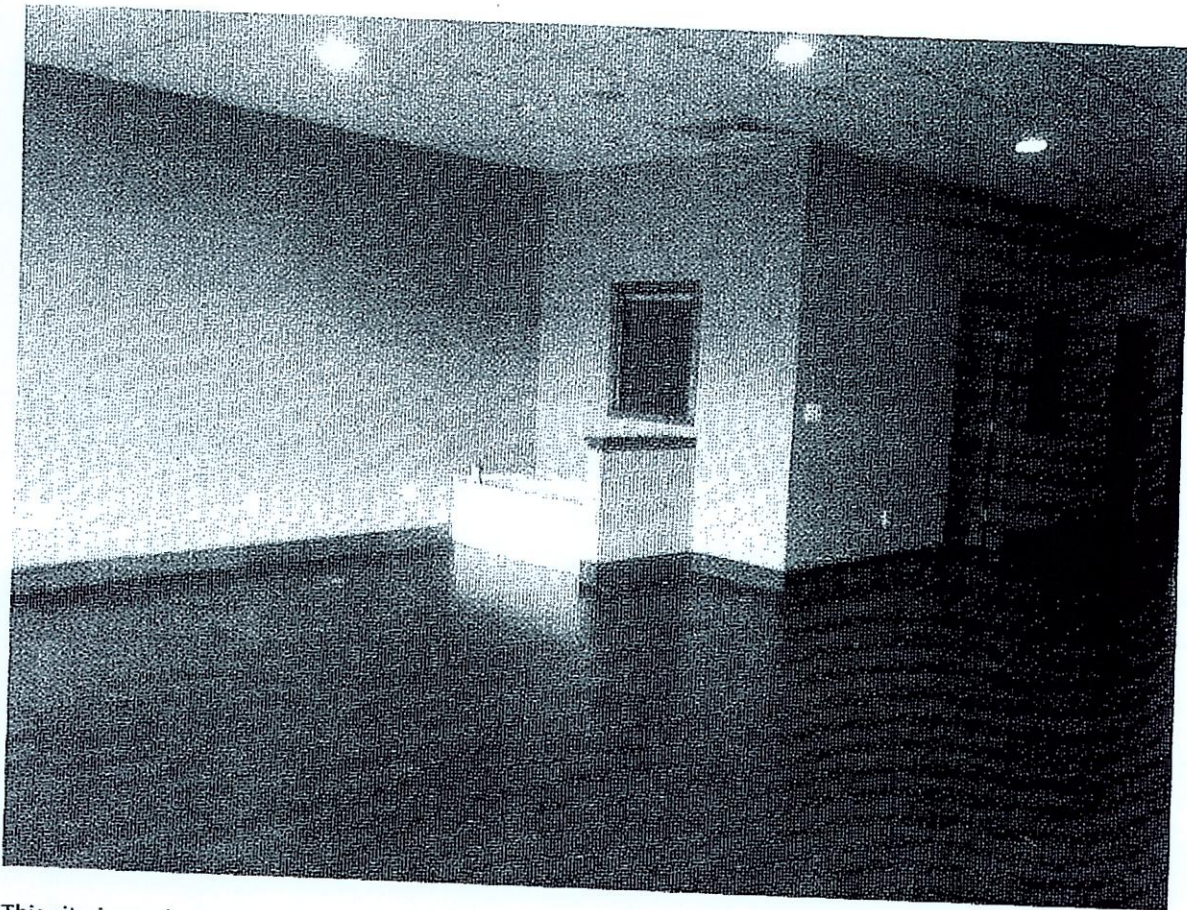
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RFA B8 Dispensary Floorplan



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RFA B8 Dispensary Floorplan



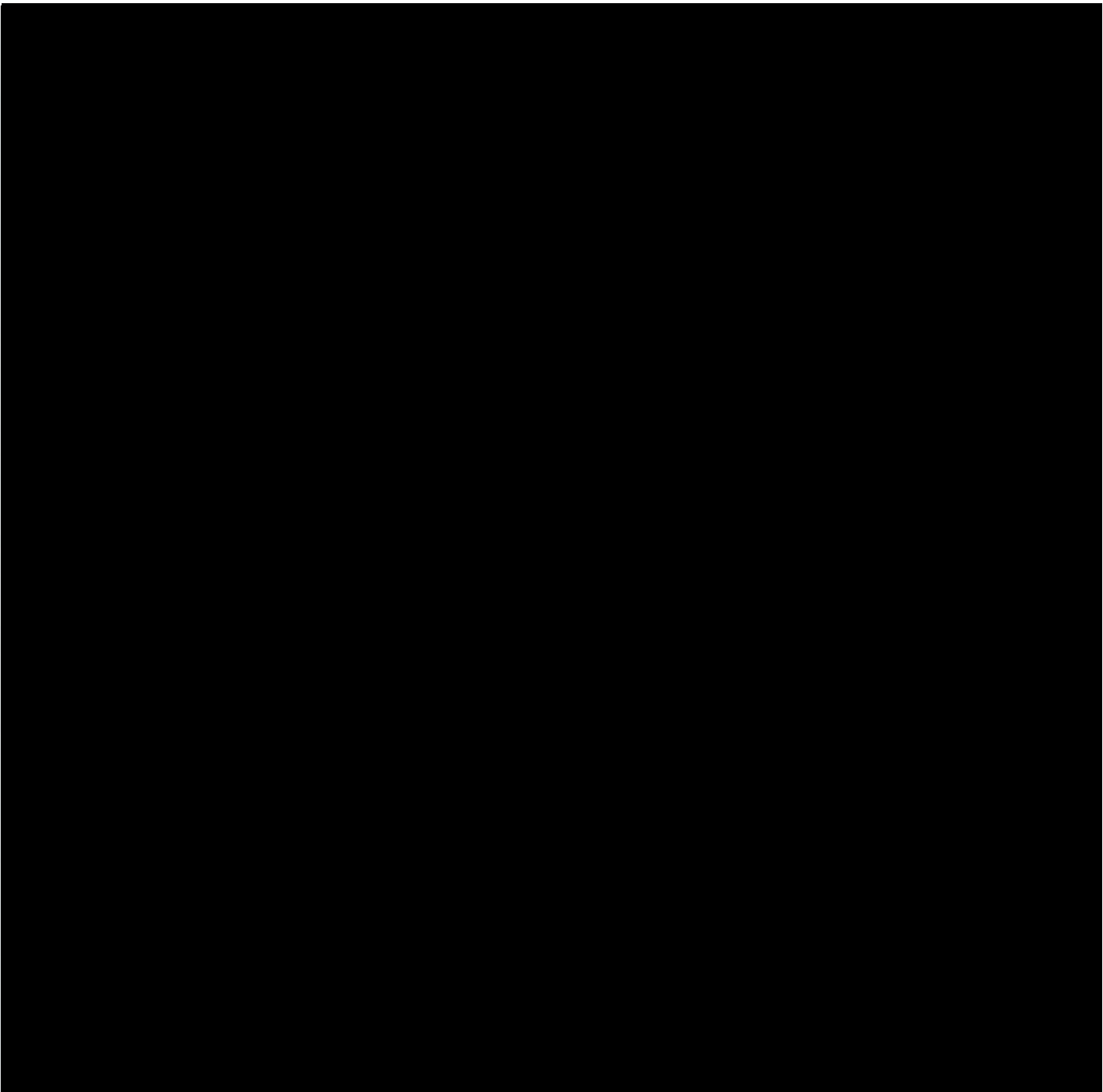
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Where the tub is shown above will be the door to the Dispensary Facility Manager's office and the wall on the hall side will simply be extended all the way to the vestibule in the front of the space. The wall between the two treatment rooms depicted above will be torn down to enlarge the office.

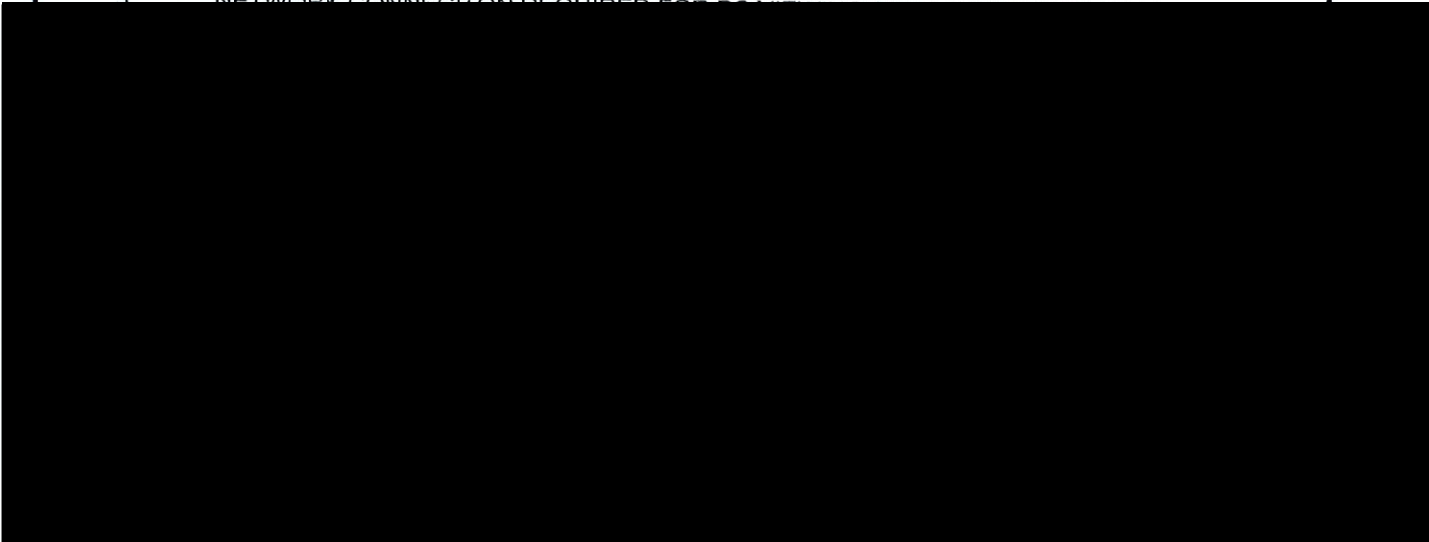
The security office, office #2, the resource room and the break room are all simple partitions of the unallocated space to the right hand rear side of the facility. It's already wired and has a drop ceiling.

We could open our doors as soon as 30 days after receiving a license to operate.

 KAC



3 NETWORK CONNECTION REQUIRED FOR OFFLINE



FOR COMMUNICATIONS TO ISG

It is understood that the sums payable to ISG by Customer are based upon the value of services offered and the scope of liability undertaken and if any is recovered, that the sums payable to ISG by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from ISG and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. ISG MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that ISG shall not be liable for any of Customer's losses or damages.

THIS QUOTE VALID FOR 30 DAYS

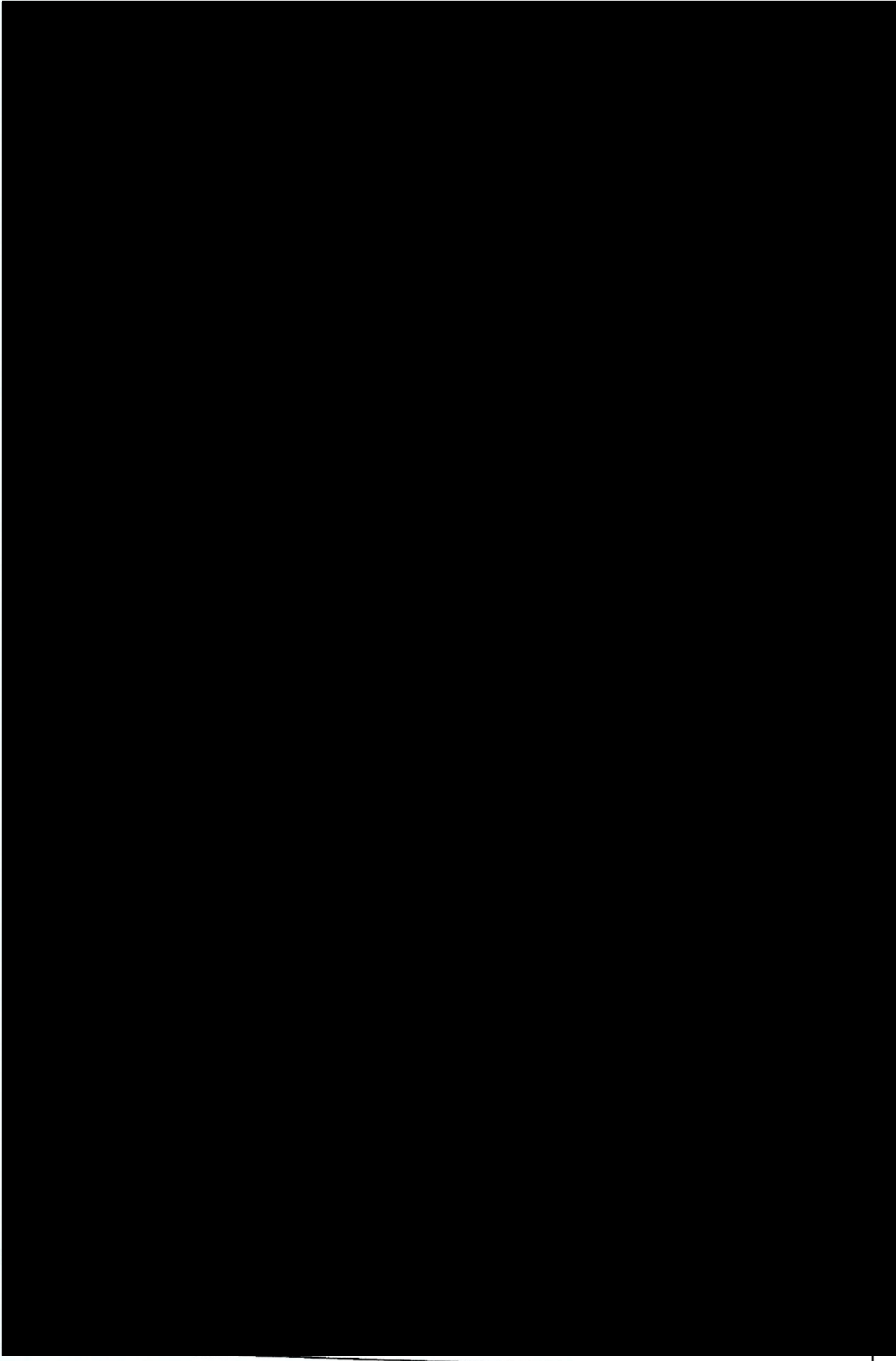
APPROVED BY

This quotation is based solely on the equipment and pricing as indicated above, no other equipment or services are included. Unless otherwise indicated, taxes are not included. Payment terms shall be net 30-days or COD as approved by ISG. Past due invoices may be subject to a service charge.

CT Lic. #181726 - MA Lic. #1489C - NJ Lic. # 34BA00184900 - NY Lic. #12000184861 - RI Lic. #9009



1900



SEC-1

MARIJUANA
DISPENSARY



Integrated Security Group
www.isgsecurity.com

Handwritten initials/signature

RFA B4 Exterior Signage

RFA B4 Exterior Signage

Scaled representation of 16 inch by 18 inch exterior signage:



Please see also "External Signage Specifications," SPC-0004-A, in Appendix G.

RFA B5 Photographs of Address

RFA B5 Photographs of Address

Front from street, looking west:



Looking northwest:



RFA B5 Photographs of Address

Looking southwest:



Looking south:



RFA B5 Photographs of Address

Looking southeast:



Looking east:



RFA B5 Photographs of Address

Looking northeast:



Looking north:



RFA B6 Site Plan – Block Radius to Scale with Property Lines

RFA B6 Site Plan – Block Radius to Scale with Property Lines



RFA B7 Map 1000 Foot Radius – Schools, Churches, Charitable Orgs, Convents, Hospital, Veterans Home, etc.

RFA B7 – Map 1000 Foot Radius – Schools, Churches, Charitable Orgs, Convents, Hospital, Veterans Home, etc.

NOTE: There are three total places requiring identification on this map. Please take note that although these places are within a 1000 foot radius of the target property, they are physically separated by a ridge and a fence at the rear (west) of the targeted property. There is no path to walk from any of the places below directly to the targeted property (PrimeCare, Inc excepted). One must follow the roads.

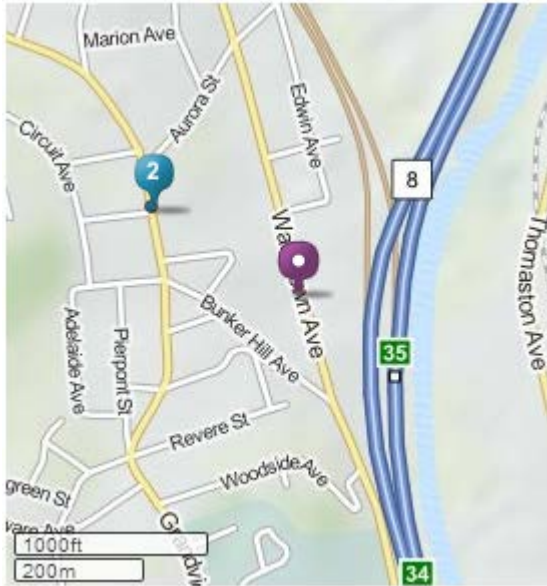
Elevation Map – The targeted property sits at approximately 150 feet above sea level and the ridge quickly climbs to 400 feet above sea level just 1000 feet to the west.



RFA B7 Map 1000 Foot Radius – Schools, Churches, Charitable Orgs, Convents, Hospital, Veterans Home, etc.

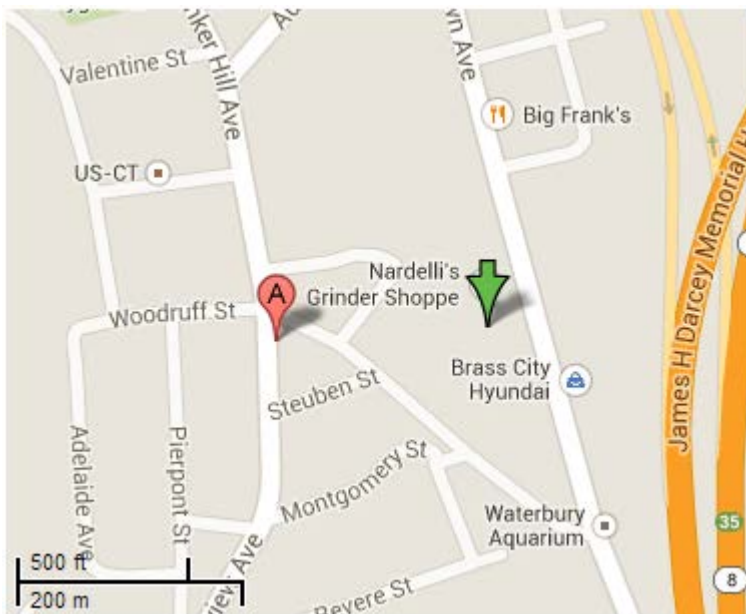
RFA B7 – Map 1000 Foot Radius – Schools

Bunker Hill Elementary School, approximately 800 feet, aerial path.



RFA B7 – Map 1000 Foot Radius – Churches

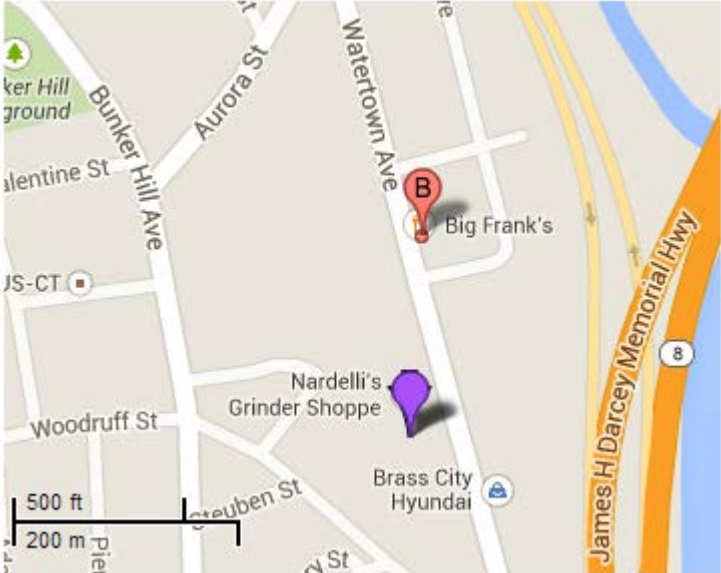
Foundation for Life Ministries, approximately 500 feet, aerial path.



RFA B7 Map 1000 Foot Radius – Schools, Churches, Charitable Orgs, Convents, Hospital, Veterans Home, etc.

RFA B7 – Map 1000 Foot Radius – Charitable Organizations

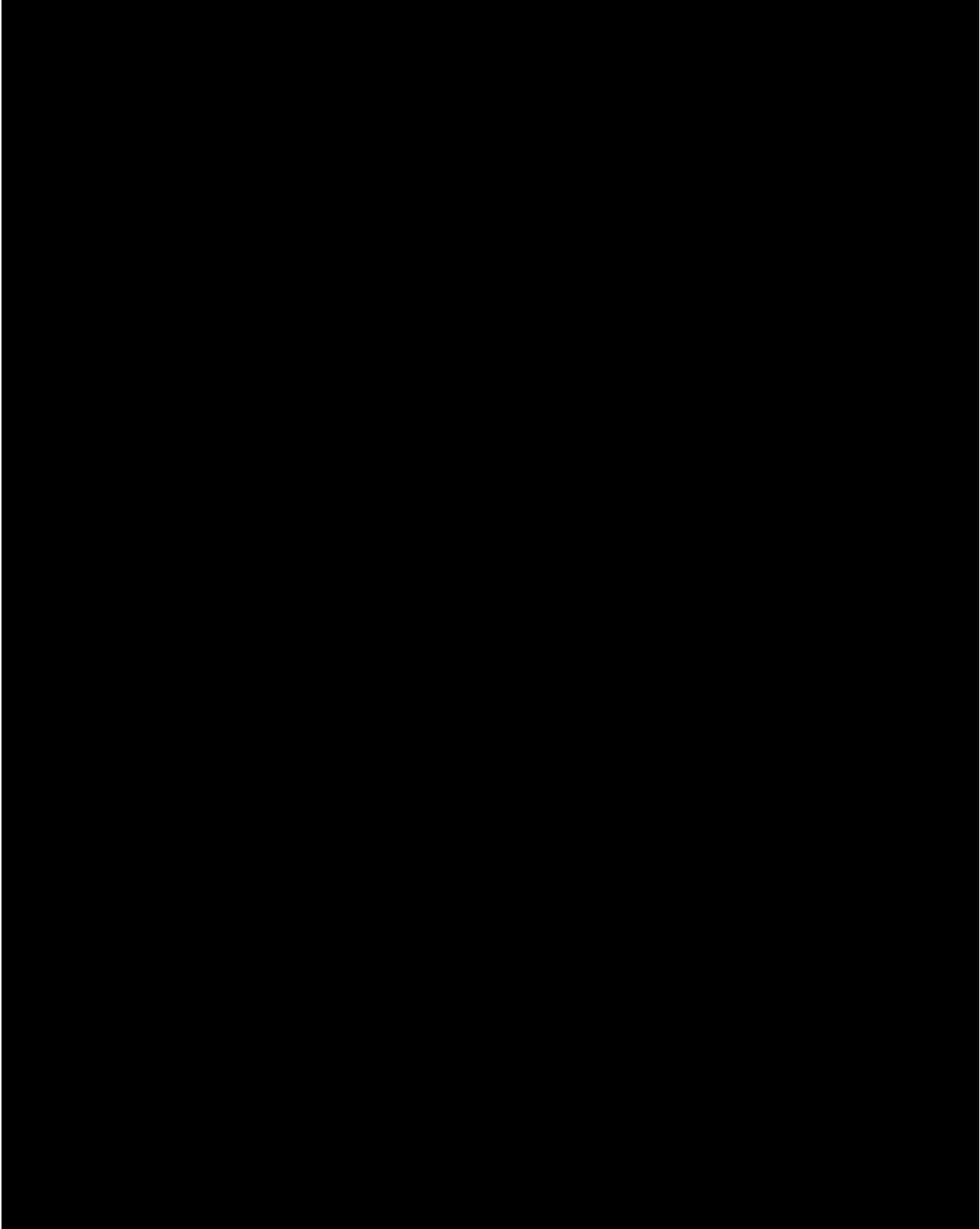
PrimeCare, Inc., approximately 500 feet aerial path.



RFA B8 Dispensary Floorplan

RFA B8 Dispensary Floorplan¹

Below is the floorplan for 497 Watertown Avenue drawn to scale with indications of each item from B8:



RFA B8 Dispensary Floorplan

Some pictures of the interior – modern styling, new construction inside, already outfitted as a medical device sales office complete with handicapped access features. We apologize for the blurriness of some pictures.



RFA B8 Dispensary Floorplan



RFA B8 Dispensary Floorplan



RFA B8 Dispensary Floorplan



This site is ready to go for our application. Redesign is minimal due to new construction and modern styling consistent with our branding. We need to add a few walls and doors, move the service counter, install the man-trap and the dispensary department counters. Initial construction is estimated to be \$70,000 (remodeling costs only).

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The security office, office #2, the resource room and the break room are all simple partitions of the unallocated space to the right hand rear side of the facility. It's already wired and has a drop ceiling.

We could open our doors as soon as 30 days after receiving a license to operate.

CONNECTICUT NATURAL CARE, LLC
DISPENSARY FACILITY RFA AND APPLICATION

11.15.13

RFA APPENDIX C

*"PROPOSED BUSINESS
PLAN"*



RFA C1 Description of Products to Be Offered First Year

RFA C1 Description of Products to Be Offered First Year

- CTNC intends to offer high quality therapeutic cannabis products such as raw cannabis flowers, balms, salves, tinctures, oils, concentrates, transdermal patches, foodstuffs, orally ingestible caplets and sublingual drops, as provided by licensed Producers.
 - The cannabis products offered come from licensed Producers and we expect in the first year there will not be much variety of offerings. This is largely dependent upon which Producers are selected and other factors related to their expertise. This is largely out of our control, but we will use patient feedback to make appropriate suggestions to Producers.
- We will make available a complete line of accessories and paraphernalia.
 - Consumable supplies
 - Pipes
 - Rolling machines
 - Vaporizers
 - Waterpipes
 - Etc.
- We will offer a complete line of educational materials.
 - Books
 - DVDs
 - Audio Books
 - Instructional materials
 - Etc.
- CTNC will offer proprietary intellectual property for license by Producers and Dispensary Facilities.¹
 - The Natural Rx Care System (Cannabinoid Profiling System)
 - The Natural Rx Care Guide (Product Family Guide)
 - Natural Rx Care Bottle (Proprietary Packaging)
 - Custom labeling (Design and Branding Services)

Please see also “CTNC Marketing Plan,” MKT-0420-A, and “CTNC Business Plan,” BUS-0420-A, along with selected product images in Appendix G for more details.

RFA C2 Description of Services to Be Offered First Year

RFA C2 Description of Services to Be Offered First Year

CTNC intends to offer a robust array of services to our customers.

- Professional Services
 - CTNC's primary service will be the professional care provided by our Dispensary.
 - Compassionate
 - Discreet
 - Friendly
 - Knowledgeable
 - Trustworthy
 - Understanding
 - We will offer a complete line of informational and educational services for:
 - Caregivers
 - Doctors
 - Patients
 - Our Dispensary will perform regular public speaking engagements to educate the community.
 - CTNC's dispensary facility employees will be highly trained to provide a broad spectrum of ancillary services to our patients.
- Licensing and Branding Services¹
 - The Natural Rx Care System (Cannabinoid Profiling System)
 - The Natural Rx Care Guide (Product Family Guide)
 - Natural Rx Care Bottle (Proprietary Packaging)
 - Custom labeling (Design and Branding Services)

Please see also "CTNC Marketing Plan," MKT-0420-A, and "CTNC Business Plan," BUS-0420-A, in Appendix G for more details.

RFA C3 Facility Access Control

RFA C3 Facility Access Control¹

Access to the facility will be tightly controlled. Employees will be issued electronic lock badges to access sensitive areas of the facility. Access will be granted only at the level required to perform a given job function.

We have the ability to create new badges on site with custom security permissions to accommodate contractors, inspectors or other visitors.

The level of access control CTNC has specified in its security system is equal to or tighter than that of a bank and installed by Integrated Security Group, high security application specialists.

Patient and Caregiver Access - Excerpted from "CTNC Facility Security Program," ADM-0001-A:

- a) Man Trap and Access Control Booth
 - i) The main entrance is the only permitted ingress point and is equipped with a man trap and Access Control Booth
 - (1) Subject enters the man trap and the door closes and locks behind him
 - (2) The door in front of the subject remains locked
 - (3) The subject passes his ID and MMP card into the security booth where it is verified
 - (4) The control booth employee opens the interior door of the man trap to allow access to the waiting area

Patient and Caregiver Access – Excerpted from "CTNC Dispensary Workflow," OPE-0001-A:

- 1) Patient Workflow
 - a) Security Booth begins security workflow for patient check-in
 - i) Patient enters man-trap
 - ii) ID and MMP card are handed to the Security Attendant
 - iii) ID and MMP card are verified
 - iv) Man trap exit is opened and patient proceeds to second window
 - v) ID and MMP card are returned to patient
 - vi) Patient is issued a service order number
 - vii) Patient exits security area and moves to waiting area

Staff Access – Excerpted from "CTNC Facility Security Program," ADM-0001-A:

- 2) Opening Run
 - a) The Dispensary Workflow, OPE-0001-A describes the stages of operation during the workday. This SOP describes the daily security workflow and underlying principles thereof.
 - b) Opening Run Security Tasks
 - i) Unlock the building
 - ii) Disarm the Security System

RFA C3 Facility Access Control

- (1) At NO TIME shall any panic, holdup or duress alarm be deactivated or suppressed
- iii) When all staff have entered the building, lock the external door and re-arm exterior security
- iv) When staff is prepared to take their stations, unlock the exterior door and properly arm the Security System for the day's business hours

Please see also "CTNC Dispensary Facility Blueprint" for details of the man trap and security booth arrangement and "Security System Specifications," SPC-0003-A, for complete specifications of our security system in Appendix G.

RFA C4 Accessibility beyond ADA Requirements

RFA C4 Accessibility beyond ADA Requirements

CTNC plans for its facility to be easily accessible by all people. We embrace the “Universal Design” concept that strives to make spaces and activities accessible to all people and not to create separate facilities or accommodations for people with disabilities.

The Universal Design concept ensures equal access to all, yet doesn’t create “eyesores” like special handicapped accessible ramps that detract from the natural beauty of the design. Instead, form and function become united. An example is provided below (from www.universaldesign.com):



The ADA provides much needed access, but accessibility solutions may be last-minute additions that are unattractive and stigmatizing to users.



Universal Design incorporates accessibility into every stage of the design process, so that solutions are attractive and useful for everyone.

Although we realize redesigning our entire facility is not feasible, we will do our best to meet universal design goals when we upgrade, expand or add new features.

In our initial construction we will offer many accessibility features beyond what the ADA requires. We worked with Disabilities Protection and Advocacy in Hartford, CT and the New England ADA Center in Boston, MA to find out common requests for improvements for people with disabilities.

We will incorporate the following features in response to the feedback we received:

- 36-inch doors in all areas with patient traffic
- Automatic opening doors where allowable
- Available wheelchair
- AED Unit
- Large format monitors and posted collateral
- Open Floorplan
- Wheelchair height counters and tables
- Wide Hallways

RFA C4 Accessibility beyond ADA Requirements

Rather than having “turning zones” at the end of a hallway or designated areas for wheelchairs, we have incorporated simple universal design so that all areas, including right inside a door jamb, are accessible and maneuverable for people of all abilities. We believe this fosters an inclusive culture and doesn’t stigmatize our patients for their disabilities.

RFA C5 Air Quality Equipment – Odor Reduction

RFA C5 Air Quality Equipment – Odor Reduction

CTNC is a Dispensary Facility. Odor control is of little concern because the products are stored in air-tight containers from the Producers and are locked inside a zero-air-flow safe (fire-rated, 2hrs) until dispensed. The only time a package can actually be opened on the premises is by request from a patient who is unable to open child-proof containers due to his or her disability.

However, air quality is a concern of CTNC. We will be serving patients with compromised health and we will ensure that our air quality is superb so as not to exacerbate our patients' conditions.

To this end we will install a HEPA filter on the main branch of our HVAC influent line. In order to facilitate odor reduction (if odors are present), the HEPA filter will be paired with an activated charcoal filter. The HVAC effluent will also be filtered by a HEPA filter so that all air is cleaned on the way into the system and on the way out to the space.

We will also place ionizing air filters in areas where patients may gather, such as the waiting area, to provide additional air handling and scrubbing.

RFA C6 Marijuana Product Delivery

RFA C6 Marijuana Product Delivery¹

Receiving Marijuana - Excerpted from "CTNC Facility Security Program," ADM-0001-A:

- a) Receiving Deliveries of Marijuana Products
 - i) Deliveries shall be handled personally by the Dispensary
 - ii) All deliveries will be pre-confirmed for a certain time to allow preparations for delivery
 - (1) All deliveries will be planned on random time schedules
 - iii) Deliveries will be brought in through the rear exit and brought directly to safe storage in the Security Office for inventorying and reconciliation
 - iv) Products are immediately brought to the Dispensary Department and locked in the product safe

Protocols Against Diversion – Excerpted from "CTNC Dispensary Workflow," OPE-0001-A:

- a) Complete opening inventory check
 - i) CTNC uses Continuous Inventory Control methods that allow us to know our exact stock at any moment in time.
 - (1) Review the closing inventory from the previous day's business
 - (2) Reconcile with product on hand by physical count
 - (3) Note any discrepancies and record and report as required
 - (a) Report to Dispensary on duty
 - (b) Report to Dispensary Facility Manager
 - (c) Report to Drug Control
 - (d) Report to Law Enforcement

...

- b) Dispensary checks order for completeness and picks order from safe
 - i) Places it in a green basket with the order information
 - ii) Reviews drug history of patient through *MJ Freeway* and the PMP
- c) The order is processed in the Prep Area by the Dispensary Technician or Dispensary depending on momentary availability
 - i) Check labeling from Producer for completeness
 - ii) Apply CTNC labeling
 - (1) *MJ Freeway* will print all required labels for each order
 - iii) Pass order for final checking at QA workstation
- d) Dispensary receives completed order at QA Workstation
 - i) Dispensary does final order reconciliation
 - (1) Labels applied correctly
 - (2) All take-away paperwork present
 - (3) Order is properly packed in one opaque bag
 - ii) Dispensary has final review with patient

RFA C6 Marijuana Product Delivery

(1) Questions and answers

- e) Dispensary or Dispensary Technician checks out patient depending on momentary availability
 - i) Receives payment
 - ii) Closes case instance in *MJ Freeway*

...

- a) Perform closing reconciliation in POS system
- b) Drop cash receipts in safe with reconciliation report from *MJ Freeway*
- c) Perform closing inventory
 - i) Review opening inventory and total sales for the day
 - ii) Complete physical inventory count
 - iii) Compare expected closing inventory with physical closing inventory
 - iv) Note any discrepancies and record and report as required
 - (a) Report to Dispensary on duty
 - (b) Report to Dispensary Facility Manager
 - (c) Report to Drug Control
 - (d) Report to Law Enforcement

Please see also "CTNC Facility Security Program," ADM-0001-A, and "CTNC Dispensary Workflow," OPE-0001-A in Appendix G for more information.

RFA C7 Continuing Education and Training

RFA C7 Continuing Education and Training¹

“On The Job Training” and the Training Procedure

CTNC will offer extensive OJT to our employees who will learn side-by-side with our Dispensary. This is the typical way Pharmacy Technicians have been trained in the past and we will continue those best practices.

All employees will receive full training on our policies, procedures, products and services according to our “Training Procedure,” QAS-0021-A and such training shall be documented on the “Employee Training Record Form,” LOG-0004-A.

CTNC practices continuous quality improvement and all employees will receive continuing training and education in accordance with this philosophy.

Education and Training Opportunities – Excerpted from “*CTNC Human Resources Manual*,” HRM-0001-A, Section 23 – Educational Assistance:

SECTION 23 – EDUCATIONAL ASSISTANCE

1. OVERVIEW

The Education Assistance policy applies to classes, degrees or certificate programs offered by accredited colleges and universities, as well as other select educational opportunities. To be eligible for education assistance, an employee’s classes must be directly related to the Company’s business and the employee’s career track within the Company.

2. CLASSES, DEGREES AND CERTIFICATE PROGRAMS

A. Definition

Classes that maintain or improve an employee’s skills, apply to the Company’s business and/or are applicable to the employee’s career potential within the Company are eligible for reimbursement.

B. Eligibility

All regular, full-time and regular, part-time employees upon completion of six (6) months of employment at the time of class registration are eligible for education assistance. Employees on approved leaves of absence are eligible for reimbursement upon return to active employment. Classes or certificate programs must be taken on the employee’s own time at an accredited college or university.

C. Payments

Education assistance payments are approved in advance by the employee’s Manager and the Human Resources Department and processed through the Payroll Department. These payments and are not subject to income tax withholding. Payment is made to the employee upon proof of

1. FOIA 1-210 (B)(20) and (B)(5)(A) Trade Secrets, Standards and Procedures, Entire Document is Exempt

satisfactory completion of the class (original grade and receipts). Employees must apply for reimbursement within three (3) months following the class completion date.

3. SEMINARS

A. Definition

Seminars may be taken on Company time or employee's own time, as necessary, and must be directly job-related.

B. Eligibility

All regular, full-time and regular, part-time employees are eligible for job-related seminars upon employment. Manager approval is required prior to registration.

C. Payments

Seminars are approved in advance by the employee's Manager and are processed through the Accounts Payable Department (Finance). Payment is made directly to the training provider prior to the seminar's commencement date. Registration material and vendor information must be included with the Check Request Form.

4. COVERED EXPENSES

A. Maximum

Education assistance benefits are limited to \$5,000 per calendar year. The education reimbursement amount applies to the year in which approval is obtained. Expenses paid for job-related seminars do not apply to the annual calendar year limit.

B. Covered Expenses

Education assistance benefits are limited to tuition, registration and lab fees, and books. Coverage is at 100% unless the employee is eligible for other forms of assistance, such as Veterans tuition assistance, scholarships, etc., in which case assistance by the Company will be coordinated to a maximum of 100% or \$5,000 (maximum calendar year limit), whichever payment is lower.

5. SATISFACTORY COMPLETION

The Company expects employees who obtain education assistance benefits under this policy to satisfy specific minimum requirements. "Satisfactory completion" means obtaining the following grades:

- Undergraduate classes "B" or better
- Graduate classes "B" or better
- Pass/Fail classes "Pass"
- Seminars Attendance and completion requirement

6. TERMINATION

RFA C7 Continuing Education and Training

Employees who resign or are terminated for cause prior to processing proof of satisfactory class completion, are ineligible to receive education assistance. Employees whose termination results from position elimination or lack of work are eligible for education assistance for classes approved prior to their termination, subject to proof of satisfactory completion.

7. APPROVALS

An Application For Education Assistance form must be completed by the employee for all external training, including technical training, classes and seminars. Prior to enrollment, the Application For Education Assistance form is submitted for approval to the employee's Manager who has budget responsibilities for training expenses. Training expenses not included in the approved budget are not eligible for reimbursement.

8. RESPONSIBILITIES

The Human Resources Department is responsible for the administration and interpretation of the policy.

Managers are responsible for budgeting education assistance benefits, verifying employees' eligibility and for the timely processing of an employees' education assistance request. Managers are also responsible for notifying the employee if the request has been approved and/or denied (if denied, reason for denial are to be given) and for processing, tracking and reporting education assistance expenses.

Employees are responsible for completing the Application For Education Assistance form and attaching copies of class description and degree or certificate program information, as required. Employees also provide the Human Resources Department with an original and one copy of receipts for tuition, required fees and books and original grades or evidence of satisfactory completion. Originals are returned to the employee after the filing of their copies.

RFA C8 Process Controls to Prevent Diversion

RFA C8 Process Controls to Prevent Diversion¹

CTNC's entire business operation workflow is built around product and process control. Our policies and procedures are designed to prevent leakage and diversion and to aid in detection and prosecution when prevention fails.

The CTNC Facility Security Program is an extremely important pillar of our business. Paramount to our success is a safe environment in which to serve our patients. Our patients come to CTNC because we exemplify not only quality of service and product, but also because they feel safe shopping with us.

Our Facility Security Program has been specifically designed for CTNC and our intended business operations. Our program is application-specific to the business of dispensing cannabis and is designed to support that endeavor fully while keeping our employees and patients as safe from harm as humanly possible and was devised by two career law enforcement officers with a combined 62 years' experience in operational security.

This control is achieved primarily by two means:

- Rigid workflow controls with incremental data entry
 - Each transaction is tracked step-by-step and logs each person's activities
 - Only the Dispensary has access to product storage
 - Only the Dispensary picks cannabis orders
- MJ Freeway Software Platform
 - "Seed to Sale Tracking"

Our policies and procedures explain complete details of our diversion prevention program.

Please also see the following documents in Appendix G:

ADM-0001-A	Facility Security Program
BUS-0001-A	<i>MJ Freeway Compliance Features</i>
BUS-0420-A	CTNC Business Plan
OPE-0001-A	Dispensary Workflow
SPC-0001-A	Product Safe Specifications

Additional policies are under development to preclude diversion. However, it is impractical to define many activities and protocols until we are able to complete time and motion studies and workflow studies as well as develop "post orders" for each employee's security responsibilities based on the job function being performed.

New policies being developed to enhance security include:

HRM-0002-A	CTNC Disciplinary Policy
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1. FOIA 1-210 (B)(20) Standards and Procedures, Entire Document is Exempt

RFA C8 Process Controls to Prevent Diversion

ISS-0001-A	Computer System Administration
ISS-0002-A	Information Systems Acceptable Use Policy
ISS-0003-A	Security of Computer Systems
LOG-0002-A*	Received Order Inspection Record
LOG-0003-A*	Auditor Checklist
LOG-0005-A*	Inventory Log
OPE-0003-A	Risk Analysis Procedure
QAS-0004-A	CAPA Program
QAS-0006-A	Corrective Action Implementation
QAS-0011-A	Preventive Action Implementation
QAS-0017-A	Investigation Procedure
SPC-0003-A	Security System Specifications

* Document not subject to Change Control

CONNECTICUT NATURAL CARE, LLC
DISPENSARY FACILITY RFA AND APPLICATION

11.15.13

RFA APPENDIX D

*"PROPOSED
MARKETING PLAN"*



RFA D1 Marketing Plan

RFA D1 Marketing Plan¹

CTNC has prepared a thorough Marketing Plan designed to advance our position in this emerging market.

Below is the truncated Marketing Plan. Please see Appendix G for the complete document including the Company's marketing philosophy, etc.

1) THE MARKETING PLAN

- a) Company Marketing Objectives
 - i) Promote our Dispensary Facility
 - ii) License our intellectual property to Producers and Dispensary Facilities in Connecticut
 - iii) Provide effective outreach to physicians and patients
 - iv) Expand our market presence in Connecticut with additional sites or expansion of our primary site
 - v) Expand IP licensing to other markets
- b) Market Analysis
 - i) Our proposed market is growing slowly due to an absence of legal producers and dispensaries. Therefore, we are unable to accurately project the patient base. Through our contact with many patients and prospective patients we understand that many people will not register with the program until there is a legal supply. We believe many more patients will register with the advent of state licensed producers, dispensaries and the addition of more qualifying diseases are added, i.e. chronic pain. CTNC will only target customers who are qualifying adults 18 and older who suffer from debilitating medical conditions that are deemed suitable for treatment using medical cannabis. The most recent program analysis, from October, 2013 reveals there are over 1200 patients registered to use medical cannabis although patients won't be able to buy it legally until 2014.

The average patient age is 42.8 with approximately a three to one male to female ratio CTNC estimates that at market maturity there will be between 22,000 and 44,000 registered medical cannabis patients in Connecticut under the current regulations.

- c) Target Market Segmentation
 - i) CTNC has recognized two key patient segments to which the company will cater:
 - (1) Adults who have experience with cannabis and
 - (2) Adults with no history of cannabis use
 - (3) Both segments are looking for an effective natural alternative to man-made palliative treatments
 - (a) We can further classify these two segments as either:
 - (i) "Health-Conscious"
 - 1. Health-conscious patients are concerned with palliating their symptoms and are not bothered about any social stigma associated with cannabis use

(ii) "Image-Conscious"

1. Image-conscious patients are more concerned about their social or professional image and negative impacts of being labeled a "marijuana user"

(iii) Both segments have different preferred modes of treatment.

1. Health-conscious patients are primarily concerned with what best palliates their symptoms, and will rely on experience and their physicians' recommendations for choosing an appropriate treatment method
2. Image-conscious patients are primarily concerned with their privacy and concealing their use of marijuana
3. Both patient types will discuss medical cannabis treatments with their physician, but the image-conscious patient is likely to choose a more "unassuming" type of treatment, such as sublingual drops or transdermal patches

Both patient types are ultimately seeking the same benefit from our products but exhibit two widely disparate value propositions upon which CTNC may capitalize.

d) Products and Services Offered

i) Products

- (1) CTNC will offer raw cannabis flowers as well as other products such as balms, salves, tinctures, oils, concentrates, transdermal patches, foodstuffs, orally ingestible caplets and sublingual drops provided by CT Producers.
 - (a) CTNC will offer for sale a wide variety of Producer brands
 - (b) We will engage the Producers that produce the highest quality products that are suitable for marketing as "Natural Rx Care" products
 - (c) Producers will produce, package and label Natural Rx Care Products according to licensing arrangements
 - (d) We will classify all Producer products for the Natural Rx Care System, regardless of Original Manufacturer
 - (i) Products will be grouped into "color families" representing the Natural Rx Care System
- (2) We will offer a complete line of paraphernalia and accessory equipment for the purpose of marijuana application
 - (a) Rose Professional Services has ongoing relationships with OEM manufacturers of the finest marijuana application equipment available on the market today
 - (b) CTNC will be able to offer wholesale pricing at our retail point of presence
 - (i) E.g., "Pax" vaporizer
 1. US retail price \$250.00
 2. RPS price from OEM, \$50.00
- (3) The *Natural Rx Care System*
 - (a) CTNC's Natural Rx Care System is a unique and revolutionary medical cannabis rating system

- (b) The “Natural Rx Care” Cannabinoid Profiling System was developed through the data derived from the Company’s eighteen month pilot study examining the effects of certain cannabinoid combinations on a typical patient. We examined several years of data drawn from medical marijuana rating and feedback websites. Each individual patient’s responses about the effectiveness of any particular product were analyzed by creating groups of patients that had used the exact same product from a particular dispensary with public laboratory test reports available for that product. We correlated the patients’ self-reported (PSR) effects to the cannabinoid profile of the medicine they used. By analyzing hundreds and hundreds of PSRs and their correlations to certain cannabinoid profiles we were able to develop an algorithm (CS3) to effectively express this correlation through the “Natural Rx Care” System. This system allows patients and doctors to know what cannabinoid profiles have been highly correlated with PSR data on treatment for specific symptomology
 - (c) The “Natural Rx Care” number identifies the appropriate, medically purposeful product for the patient and the patient’s physician. This helps patients and doctors choose the medicine that works best for the presenting diagnosis and symptom set. The laboratory report that comes with each package shows the complete testing report as well as a simplified explanation of its meaning (the “Natural Rx Care” System/Guide)
 - (i) The “*Cannabinoid Simplified Scoring System*” (CS3) is a proprietary algorithm that expresses each product's medically purposeful use based on its cannabinoid profile generated from the laboratory test report
 - (ii) The cannabinoid profile is analyzed statistically for various ratios of active ingredients which determine the overall effect on the patient. Those results as processed by the CS3 algorithm yield a categorical assignment of a “Natural Rx Care” number 1 through 4 where each number represents a formulation known to produce typical effects in patients (e.g. appetite stimulant, anti-inflammatory, sleep aid, pain reducer, antiemetic, anticonvulsive, anxiolytic, etc)
 - (d) The Natural RX Care System drives value with the combination of:
 - 1. a variety of high quality products,
 - 2. products that are safe, fresh and viable,
 - 3. products that provide consistent treatment
- (4) *Natural Rx Care* Packaging and Labeling
- (a) CTNC will make available through licensing its exclusive packaging and labeling system
 - (b) CTNC has developed a novel packaging system to ensure that CTNC-branded products remain fresh, viable and contaminant free. Our “Natural Rx Care” packaging system was developed by our clinical science staff, led by our Consultant and select Advisors, to provide many benefits to us and to our customers. The simple color-coded system allows the patient to choose proper medicines for his or her symptoms. Products from the same color family (i.e. the same “Natural Rx

Care” number) share common ratios of active ingredients and produce very similar results. Once the patient decides on the proper color family for the presenting symptoms, he or she then has numerous choices of strain and formulation to suit individual preferences.

- (i) The “Natural Rx Care” packaging has many features incorporated that we believe enhance the safety and security of the product. The “Natural Rx Care” Bottle is made with a hard to duplicate process and utilizes special inks for coloring, making it difficult to counterfeit
- (ii) As required by DCP regulations, our packaging will feature a child-resistant reversible cap, under a shrink-wrap tamper evident band and conforms fully to the Poison Prevention Packaging Act of 1970 (PPPA), 15 U.S.C. §§ 1471-1476 and FDA regulations for Special Packaging. Each unit will be color coded for the cannabinoid profile of the product it contains and we have the bottles manufactured with a special high-barrier BPA-free resin in solid, fully opaque colors to protect the product from damage caused by visible light
- (iii) Additionally, our packaging will be made with a special soft plastic that cannot be shattered like a traditional hard plastic pill bottle which may have a child resistant cap that can be bypassed by simply crushing and shattering the bottle underfoot with less than 25 pounds of pressure.
- (iv) We have engaged Do Well Plastics Company, a custom plastics injection mold firm, to produce our custom packaging. The specifications are complete, proofs have been received and the first production run should be scheduled upon the granting of a license to dispense medical cannabis. Lead time for delivery should be approximately three weeks for the first delivery and subsequent deliveries should be immediate upon order
- (v) Packaging for Producers shall bear their production labels according to DCP regulations as well as their brand labeling which takes the fore on the package
- (vi) Product Images
 - 1. Custom branded for “Integrated Natural Care” Production company



(c) *Natural Rx Care* Packaging System Benefits

- (i) The “Natural Rx Care” Bottle offers superior physical product protection. It will be tough and should be able to withstand all forms of abuse that may occur during handling including crushing, dropping, losing its seal, moisture, submersion, and extreme temperature variation. It should offer superior barrier protection and will be sealed under ideal sterile conditions so that it will be nearly free of oxygen and water vapor as well as common adulterants and contaminants.
- (ii) The “Natural Rx Care” Bottle will be printed with information that communicates to the patient how to use, store and recycle the packaging. Our labeling and graphics will be applied to the package to include critical

information about active ingredients in the particular product which encourages doctors to prescribe, and patients to use, medically purposeful products (i.e. the correct Cannabinoid Profile).

- (iii) The “Natural Rx Care” Bottle will be typically packed with either one eighth ounce or one quarter ounce of product and is re-sealable, so it will be convenient and right-sized for the patient conscious of dose control and possession limits.
- (iv) The “Natural Rx Care” Bottle will enhance product security by reducing the risk of leakage and illicit trade during all phases post-packaging because every individual package is trackable and traceable as well as extremely difficult to counterfeit.
- (v) The “Natural Rx Care” Bottle will feature a reversible child resistant cap for patients that have trouble opening this type of container and who don’t have children in their homes who need protection from the product. The reverse of the cap will be threaded to mate with the bottle neck threads.

- (vi) The “Natural Rx Care” Bottle’s simple color-coding scheme allows patients to quickly and effectively make medication choices based on in-stock content by ordering any product from their preferred color family. This promotes brand loyalty as well – “I use Natural Care number one. What do you have in green today?”
- (vii) The “Natural Rx Care” Bottle will be the standard of excellence in medical cannabis packaging and will clearly transmit the important message that the product is safe and by virtue of individual lab reports, “is what it says it is.”

ii) Services

- (1) Our key value driver is the personal, knowledgeable and friendly service of our experienced Dispensary, Rick King, a CT licensed pharmacist in good standing for over three decades. He has studied cannabis based treatments for the past several years with industry-leading figures from Connecticut, California and Colorado. He has received personal tutelage in all phases of cannabis production, processing and dispensing from some of the best talent in the country
- (2) Our well-educated and trained dispensary technicians and staff will provide technical information and training on all of our patient-centric products and services
 - (a) Medicinal formulations
 - (b) Delivery methods
 - (c) Equipment training
- (3) CTNC will offer a broad spectrum of patient services through our dispensary facility
 - (a) Wellness management
 - (b) Educational services
 - (c) Patient support services
 - (i) In-home consultations and follow-up visits from our Dispensary as is practical
 - (d) Physician support services
 - (e) Caregiver support services

- (f) Community outreach services
 - (i) Public speaking engagements
 - (ii) *Compassionate Needs discount Program* and other discounts
 - 1. Economically disadvantaged
 - 2. Seniors
 - 3. Veterans
 - 4. Hospice
- e) Market Communications and Messaging
 - i) Market-based Branding and Advertising

CT Natural Care's marketing activities will be targeted at building our dispensary brand, while our advertising activities will be targeted at generating near-term sales. We believe positive promotional activity will help to significantly drive revenue.

We intend to allocate resources to establish our brand through internet partnerships with firms whose websites appeal to our target buyers. We believe these potential buyers are active users of the internet and, accordingly, the vast majority of the dispensary's brand marketing efforts will be targeted at online audiences. We intend to partner with several complementary websites which will display online banner advertising that publicizes the Company and its retail products, services and promotions.

The Company's extensive market research clearly indicates that tightly targeted internet promotion is the most socially accepted form of marketing for cannabis products.

In the present economy many successful companies build strategic alliances in order to further their corporate business goals through synergistic endeavors. The *Connecticut Cannabis Business Alliance* is a professional trade association comprised of patient advocates, industry leaders and service providers. Our Consultant is a "Founding Father" of the CCBA and the Company sits on its Board of Directors.

Our Dispensary is a member of the Connecticut Pharmacists Association. We believe that Mr. King's partnership with the CPA affords us increased visibility, creates and sustains fair and ethical role models in the dispensary industry, provides recognition via community visibility and promotion, keeps the Company informed of important, ever-changing issues, trends and legislation within our marketplace and allows us to focus our finite resources on our core competencies, thereby fostering a sustainable competitive advantage.

CPA membership also projects a positive image to our targeted patients and is a primary conduit providing labor to our industry.

- ii) Reaching Patients
 - (1) According to a study by The Partnership at DrugFree.org released on July 16, 2013 "*while most Americans seem willing to accept legalized marijuana under specific circumstances, they are nearly united in opposing its marketing.*" [_](#) Additionally, out of

the 1,603 American adults surveyed *“Twenty-one percent...were willing to live with marijuana advertising if it's online, and 17 percent were OK with it appearing inside of retail stores. But those numbers fell through the floor when it came to any media likely to be seen by children.”* (AdWeek, 2013)

CTNC has adopted a *Through The Line* (TTL) marketing strategy that uses primarily *Below The Line* (BTL) tactics and some sparing *Above The Line* (ATL) activity to reach our selected audience and which will never target children or teenagers. Targeted Digital Communications and BTL marketing strategies will be used to communicate our brand exclusively to an adult audience. BTL activities are highly measurable, and will allow deeper understanding of our Return-On-Investment for this form of marketing.

- Below The Line (BTL) activities will promote our brand and reach our target audience through direct channels of communication based on patients' expressed needs and preferences. This approach reduces widespread marketing “clutter” which could otherwise diminish the impact of our commercial messages, and could potentially be viewed by minors.
 - BTL campaigns will be our primary vehicle to drive individual responses regarding the Company's brand and to establish and reinforce one-to-one relationships between the Company and the consumer.
 - Pamphlets, handbills, stickers, promotions, pre-printed inserts, brochures placed at the point of sale and other “leave behind” literature will be crafted and tailored for distribution in hospitals, hospices, and physician's offices.
 - Other BTL promotion activities will include public relations and on-site educational awareness programs, direct mail campaigns, and quarterly email campaigns to targeted clients and synergistic businesses.
 - Above The Line (ATL) strategies will also be implemented in small measures and are designed to reach as large a consumer audience as possible.
 - ATL activities will include television spots, radio spots, print ads and internet campaigns strategically positioned on venues designed for “18 and over” access and followership which can significantly increase awareness of our company and our products while strictly avoiding unintentional marketing to minors.
- (2) The Company's web presence will drive our audience to submit information requests, and it will be very useful for lead generation and research for potential clients. When we commence operations we intend to strengthen our web presence with the addition of product images, testimonial videos, audios and letters along with product and pricing updates from our integrated point of sale system which is capable of direct-to-web publishing of this data, as is our potency testing workstation.

Planned enhancements and upgrades will include, but not be limited to: information regarding health conditions, help for new patients, medical reports, clinical studies,

reports on clinical trials, lists of reputable doctors, institutions and other organizations, guides to safe usage and dosage, guides for choosing the correct “*Natural Rx Care*” number, explanation of legal rights for CT patients, information about treatable illnesses, caregiver information, an “Ask An Expert” Q&A forum and other features deemed to be necessary or appropriate.

- (3) Promotional activities will be part of our advertising strategy designed to stimulate near-term revenue and increase our immediate visibility. We will offer special introductory pricing and other typical special offers to attract and reward our customer base. We believe positive promotional activity will help CTNC to significantly drive revenue.

The Company expects to offer special pricing for quantity purchases and “bundle specials” to increase our sales.

- (4) We expect that the effectiveness of our local advertising campaigns and ongoing research and development efforts, will allow us to meet the following:
 - (a) *Customer objectives*: Our key customer objectives are to create awareness of the benefits of cannabis among 20-33% of the dispensary patients, educate them on the efficacy of treatment, and stimulate their interest and incite action leading to procurement of a medical cannabis card from the DCP.
 - (b) *Collaborator objectives*: We will strive to create awareness of the benefits of medical cannabis use among doctors and physicians, train them on the “*Natural Rx Care*” System, and motivate them to discuss the State’s program as well as our products with patients as viable methods for treatment.
 - (c) *Internal objectives*: We aim to improve the technology that underlies our retail supply-chain management processes in order to enhance the quality of our service, increase workflow, reduce unit costs and reduce order fulfillment times.

- (5) The Brand

- (a) There are three attributes that make up our brand: “*Natural Rx Care*” Cannabinoid Profiling System, Custom Packaging and Custom Labeling.
 - (i) “*Natural RX Care*” *Cannabinoid Profiling System* - Incoming products from third party vendors will be evaluated for active ingredients by CT Natural Care staff. Each product will be then clearly classified as a Natural Rx Care 1, 2, 3 or 4 based on its cannabinoid profile
 - (ii) *Custom Packaging* – CTNC will create Natural RX Care Bottle packaging for Producers that will clearly communicate the Natural Rx Care System while prominently featuring the graphic material of the product producer, creating a brand synergy that can help Producers with weak branding schemes
 - (iii) *Custom Labeling* – CTNC will create vendor-specific labeling for Producers that harmonizes with the “*Natural Care*” brand yet showcases the Producer’s branding as well

CONNECTICUT NATURAL CARE, LLC
DISPENSARY FACILITY RFA AND APPLICATION

11.15.13

RFA APPENDIX E

*"FINANCIAL
STATEMENTS AND
ORGANIZATIONAL
STRUCTURE"*



RFA E1 Business Documents re: Partnership, Etc.

RFA E1 Business Documents re: Partnership, Etc.¹

Articles of Organization for CTNC are presented in RFA B2.

Following are:

- CTNC Operating Agreement
- Individual agreements in regard to future compensation
 - Rick King
 - Todd Gdula
 - Andrew Gold
 - Advisors
 - Rose Professional Services, LLC

1. FOIA Sec 1-210 (B)(5)(B) and (B)(8) Financial Information Given in Confidence, Personal Financial Data in Connection to Application, Entire Document Exempt

OPERATING AGREEMENT

This Operating Agreement (the "Agreement") made and entered into this 4th day of November, 2013 (the "Execution Date"),

BY

Jonathan D. Stravitz of 401 East 34th Street, Apt. S27H, NY, NY 10016

(the "Member").

BACKGROUND

- A. The Member wishes to be the sole Member of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Member(s) within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member(s) entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties to this Agreement agree as follows:

Formation

1. By this Agreement the Member(s) forms a Limited Liability Company (the "Company") in accordance with the laws of the State of Connecticut. The rights and obligations of the Member(s) will be as stated in the Connecticut Limited Liability Company Act (the "Act") except as otherwise provided here.

Name

2. The name of the Company will be Connecticut Natural Care, LLC.

Purpose

3. Professionally Dispensing Marijuana Medicine to Licensed Patients.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 497 Watertown Avenue, Waterbury, CT 06708 or such other place as the Member(s) may from time to time designate.

Capital Contributions

6. The following is a list of all Member(s) and their Initial Capital Contributions to the Company. Each of the Member(s) agree to make their Capital Contributions to the Company, full and on time, according to the following terms:

Member(s)	Contribution Description	Value of Contribution	Delivery Date
Jonathan D. Stravitz	This Member(s) will provide cash.	\$5,000.00	On or before 4 Nov 2013

Distribution of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will accrue to and be borne by the sole Member(s):

Jonathan D. Stravitz of 401 East 34th Street, Apt. S27H, NY, NY 10016.

8. Distributions will be made according to the following schedule: To be determined, however, annually at the latest.

9. Tax Allocations will be borne entirely by the sole Member(s):

Jonathan D. Stravitz of 401 East 34th Street, Apt. S27H, NY, NY 10016.

10. No Member(s) will have priority over any other Member(s) for the distribution of Net Profits or Losses.

Voting

11. Each Member(s) will be entitled to cast votes on any matter based upon the proportion of that Member(s)'s Capital Contributions in the Company.

Nature of Interest

12. A Member(s)'s interest in the Company will be considered personal property, and will at no time be considered real property.

Withdrawal of Contribution

13. No Member(s) will withdraw any portion of their Capital Contribution without the unanimous consent of the other Member(s).

Liability for Contribution

14. A Member(s)'s obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Member(s) or as described elsewhere in this Agreement. If a Member(s) does not make the Capital Contribution when it is due, he is obligated at the option of the remaining Member(s) to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member(s).

Additional Contributions

15. Capital Contributions may be amended from time to time, according to the requirements of the Company provided that the Member(s)' interests are not affected, except with the unanimous consent of the Member(s). No Member(s) will be required to make Additional Contributions. Whenever additional capital is determined to be required and an individual Member(s) is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by business obligations, the remaining Member(s) may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of Net Profits or Losses of the Company among all the Member(s) may be adjusted to reflect the aggregate change in Capital Contributions by the Member(s).
16. Any advance of money to the Company by any Member(s) in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member(s). This liability will be repaid with interest at such rates and times to be determined by a majority of the Member(s). This liability will not entitle the lending Member(s) to any increased share of the Company's profits nor to a greater voting power. Resolution of such debts may have preference or priority over any other payments to Member(s) as may be determined by a majority of the Member(s).

Capital Accounts

17. An individual capital account will be maintained for each Member(s) and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member(s) will be credited to that Member(s)'s individual Capital Account.

Interest on Capital

18. No borrowing charge or loan interest will be due or payable to any Member(s) on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Drawing Accounts

19. An individual drawing account will be maintained for each Member(s). Each Member(s) will be entitled to draw against their share of the profits in such amounts and at such time as will be agreed by the Member(s). The drawing account is a temporary account and is expected to have a debit balance if there have been any withdrawals. At the end of each accounting year, the drawing accounts are closed by transferring the debit balance to each Member(s)'s capital account.

Compensation of Member(s) for Services Rendered

20. Member(s) will not be compensated by the Company for services rendered to or on behalf of the Company, except reimbursement for expenses directly related to the operation of the Company.

Management

21. Management of this Company is vested in the Member(s).

Authority to Bind Company

22. Only the following individuals have authority to bind the Company in contract: Jonathan D. Stravitz, Member(s).

Duty of Loyalty

23. No Member(s) or Manager will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Company or that would be in direct conflict of interest to the Company. Any potential conflicts of interest will be deemed an Involuntary Withdrawal of the offending Member(s) or Manager and may be treated accordingly by the remaining Member(s). A withdrawing Member(s) or Manager will not carry on a similar business to the business of the Company within any established or contemplated market regions of the Company for a period of at least 14 days after the date of withdrawal.

Duty to Devote Time

24. Each Member(s) will devote such time and attention to the business of the Company as the majority of the Member(s) will from time to time reasonably determine for the conduct of the Company business.

Member(s) Meetings

25. Member(s) meetings will be held at the following address, or any other location that the Member(s) may from time to time designate: 497 Watertown Avenue, Waterbury, CT 06708.

26. Any impending Member(s) meeting will require 2 weeks advance notice be given to all Member(s).
27. A meeting may be called by any Member(s) providing that appropriate notice has been provided to the other Member(s).
28. There must be at least 100.00% of the Member(s) present at a meeting for any decisions to be binding.

Admission of New Member(s)

29. A new Member(s) may only be admitted to the Company with a unanimous vote of the existing Member(s).
30. The new Member(s) agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member(s) will execute such documents as are needed to effect the admission of the new Member(s). Any new Member(s) will receive such business interest in the Company as determined by a unanimous decision of the other Member(s).

Dissociation of a Member(s)

31. Voluntary Withdrawal: No Member(s) may voluntarily withdraw from the Company for a period of 14 days from the execution date of this Agreement. After the expiration of this period, any Member(s) (the "Dissociated Member(s)") will have the right to voluntarily withdraw from the Company at the end of any fiscal year. Written notice of intention to withdraw must be served upon the remaining Member(s) at least 14 days prior to the fiscal year end. The withdrawal of such Member(s) will result in the dissolution of the Company. It remains incumbent on the withdrawing Member(s) to exercise this right in good faith and to minimize any present or future harm done to the remaining Member(s) as a result of the withdrawal.
32. Involuntary Withdrawal: Events leading to the involuntary withdrawal of a Member(s) (the "Dissociated Member(s)") from the Company will include but not be limited to: death of a Member(s); Member(s) mental incapacity; Member(s) disability preventing reasonable participation in the Company; Member(s) incompetence; breach of fiduciary duties by a Member(s); criminal conviction of a Member(s); Operation of Law against a Member(s) or a legal judgment against a Member(s) that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member(s) can also occur on application by the Company or another Member(s), where it has been judicially determined that the Member(s): has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Member(s); or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member(s). The withdrawal of such Member(s) will result in the dissolution of the Company.

33. Where the dissociation of a Member(s) for any reason results in the dissolution of the Company then the Company will proceed in a reasonable and timely manner to dissolve the Company, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
34. The remaining Member(s) retain the right to seek damages from a dissociated Member(s) where the dissociation resulted from a malicious or criminal act by the dissociated Member(s) or where the dissociated Member(s) had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

Valuation of Interest

35. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting procedures. This appraisal will be conducted by an independent accounting firm agreed to by all Member(s). An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Member(s). A withdrawing Member(s)'s interest will be in proportion to their Capital Contribution share in the Company, less any outstanding liabilities a Member(s) may have to the Company.
36. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

37. The Company may be dissolved by a unanimous vote of the Member(s). The Company will also be dissolved on the occurrence of events specified in the Act.
38. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
 - a. in satisfaction of liabilities to creditors except Company obligations to current Member(s);
 - b. in satisfaction of Company obligations to current Member(s) to pay debts; and
 - c. to the Member(s) in proportion to their Capital Contributions to the Company.
39. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets in resolving liabilities under this section will be resolved by the

Member(s) in proportion to the respective Capital Contribution of each Member(s) to the Company as set out in this Agreement.

Records

40. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year (promptly after becoming available).
 - c. Name and last known business, residential, or mailing address of each Member(s), as well as the date that person became a Member(s).
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member(s), along with a description and value, and any contributions that have been agreed to be made in the future.
41. Each Member(s) has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member(s) of the Company, at their expense.

Books of Account

42. Accurate and complete books of account of the transactions of the Company will be kept and at all reasonable times be available and open to inspection and examination by any Member(s). The Books of Account will be kept on the accrual basis method of accounting.

Banking and Company Funds

43. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Member(s). All withdrawals from these accounts will be made by the duly authorized agent or agents of the Member(s) as agreed by unanimous consent of the Member(s). Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

44. Any of the Member(s) will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an

accounting firm acceptable to all the Member(s). Not more than one (1) audit will be required by any or all of the Member(s) for any fiscal year.

Fiscal Year End

45. The fiscal year end of the Company is the 31st day of March.

Tax Treatment

46. This Company is intended to be treated as a disregarded entity, for the purposes of Federal and State Income Tax.

Annual Report

47. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member(s) an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member(s)'s income or other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.
- b. Supporting income statement.
- c. A balance sheet.
- d. A cash flow statement.
- e. A breakdown of the profit and loss attributable to each Member(s).

Goodwill

48. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting procedures.

Governing Law

49. The Member(s) submit to the jurisdiction of the courts of the State of Connecticut for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Mediation and Arbitration

50. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of

Connecticut. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Connecticut.

Force Majeure

51. A Member(s) will be free of liability to the Company where the Member(s) is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member(s) has communicated the circumstance of the event to any and all other Member(s) and where the Member(s) has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

52. No Member(s) may do any act in contravention of this Agreement.
53. No Member(s) may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member(s) of the Company.
54. No Member(s) may do any act that would make it impossible to carry on the ordinary business of the Company.
55. No Member(s) will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
56. No Member(s) may confess a judgment against the Company.
57. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member(s) and may be treated accordingly by the remaining Member(s).

Indemnification

58. All Member(s) will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member(s)'s participation in Company affairs. A Member(s) will not be entitled to indemnification under this section for liability arising out of gross negligence or wilful misconduct of the Member(s) or the breach by the Member(s) of any provisions of this Agreement.

Liability

59. A Member(s) or any employee will not be liable to the Company or to any other Member(s) for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member(s) or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

60. The Company may acquire insurance on behalf of any Member(s), employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

61. The Company will have the right to acquire life insurance on the lives of any or all of the Member(s), whenever it is deemed necessary by the Company. Each Member(s) will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

62. The following actions will require the unanimous consent of all Member(s):

- a. Incurring Company liabilities over \$3,000.00.
- b. Incurring a single transaction expense over \$3,000.00.
- c. The sale of any Company asset with a fair market value over \$3,000.00.
- d. Hiring an employee with an annual compensation over \$30,000.00.
- e. Firing any employee.
- f. Assignment of ownership rights of Company property.
- g. Endangering the ownership or possession of Company property.
- h. Assignment of check signing authority.
- i. Releasing any Company claim except for payment in full.

Amendment of Operating Agreement

63. Only when the sole Member decides to amend it.
64. Amendment of this section or the Voting section will require the unanimous written consent of the sole Member.

Title to Company Property

65. Title to all Company property will remain in the name of the Company. No Member(s) or group of Member(s) will have any ownership interest in Company property in whole or in part.

Miscellaneous

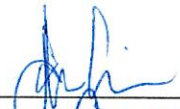

66. Time is of the essence in this Agreement.
67. This Agreement may be executed in counterparts.
68. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
69. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
70. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.
71. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member(s)'s successors, assigns, executors, administrators, beneficiaries, and representatives.
72. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
73. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

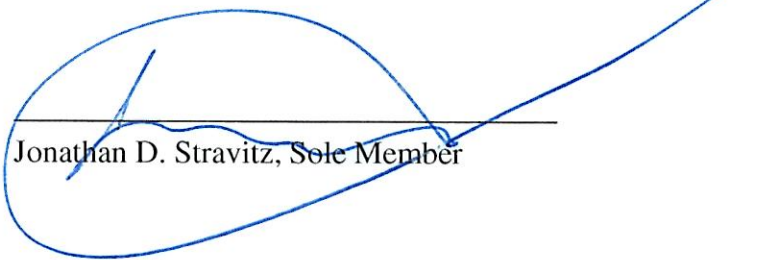
Definitions

74. For the purpose of this Agreement, the following terms are defined as follows:
 - a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Member(s) to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member(s).

- c. "Initial Contribution" means Capital Contributions made by any Member(s) to acquire an interest in the Company.
- d. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.
- e. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- f. "Principal Office" means the office whether inside or outside the State of Connecticut where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 4th day of November, 2013.

Witness:  _____ (Sign)
 _____ (Print)

 _____
Jonathan D. Stravitz, Sole Member

Rose Financial Services, LLC
6 Ward Drive
Danbury, CT 06810
203.702.4465

22 May, 2011

Jonathan D. Stravitz
Company To Be Determined ("New Co")
232 Garden Street, Apt. 2
Hoboken, New Jersey 07030

Jon,

Pursuant to our discussion about the potential medical marijuana market opportunities in Connecticut, I have drafted the attached agreement in regard to the services I can provide to your new business (for purposes of this agreement the entity will be named, "New Co").

As you are aware, the proposed bill could potentially fail, although I find that outcome highly unlikely. I am told by my sources that the bill will be finalized and will pass sometime next year.

As we discussed, this is highly speculative work at the present time and there are many variables in play. There is a possibility that this work will be for naught in the end. I believe, however, that there will be an opportunity here and if we begin the due diligence required now, "New Co" will be properly positioned to enter this market when it opens.

I believe this may be an excellent opportunity for Rose Financial and "New Co" to explore. Due to the tremendous potential upside and our friendship, Rose Financial will perform this work on a contingency basis for "New Co". When and if "New Co" enters the market, consulting fees shall become payable. If "New Co" fails to launch no fees shall be billed.

Please review the following agreement, sign and return to me so we can get started.

Very Best Regards,



Steven A. Gdula, MBA MCSE
Chief Executive Officer
Rose Financial Services, LLC
Rose-Financial@comcast.net

Rose Financial Services, LLC
6 Ward Drive
Danbury, CT 06810
203.702.4465

Consulting Agreement

This agreement serves to define the business agreement between Rose Financial Services and Jon Stravitz ("New Co").

The following services shall be provided by Rose Financial Services:

1. Due diligence of market development
2. All startup activities *excluding fundraising*
 - a. Set up office
 - b. Provide mailbox
 - c. Provide phone and fax
 - d. Complete and file all necessary State forms and registrations
 - e. Create web presence
 - f. Network on behalf of "New Co"
 - g. Promote "New Co"
 - h. Any other appropriate business services required

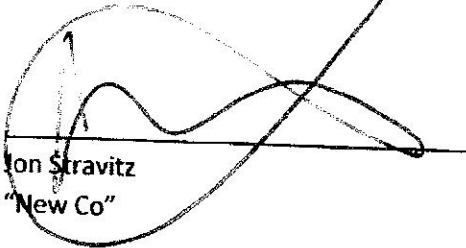
Terms and Conditions:

1. Rose Financial Services will provide services on a contingency basis
 - a. "New Co" will pay Rose Financial Services for its services if and only if "New Co" enters the medical marijuana market
 - b. When "New Co" enters the market and commences operations, all monies become due
 - c. Payments shall commence the first month "New Co" exceeds \$10,000/mo net revenue and shall continue for a period of 12 months with equal payments each month
 - d. If payments are not received consecutively for 12 months, a penalty of 2% per month on the unpaid monthly balance shall apply
2. Maximum dedicated hours shall not exceed 1000
3. 1000 hours of service shall be billed at a rate of \$90/hr
 - a. Maximum total payment shall not exceed \$90,000 under this agreement
 - b. Each hour over 1000 hours shall be payable at the time of service and is not governed by this agreement
4. Reasonable expenses incurred on behalf of "New Co" shall be reimbursed on an ongoing basis
5. Any and all Intellectual Property created on behalf of "New Co" shall belong to Rose Financial Services until such time that full payment for services is rendered

Rose Financial Services, LLC
6 Ward Drive
Danbury, CT 06810
203.702.4465

- a. If "New Co" fails to launch, all materials created under this agreement shall remain the intellectual property of Rose Financial Services and may be disposed of in any way Rose Financial Services sees fit to do so

I have read and understand the covenants contained in this agreement. My signature affirms the binding of this agreement and it shall be in force until such time it is completed as described above. I understand that any and all disputes related to this agreement shall be addressed by arbitration in the State of Connecticut.


Jon Stravitz
"New Co"

5/22/11
Date


Steven A. Gdula
Rose Financial Services

5/25/11
Date

Employment Agreement

THIS AGREEMENT made as of the 10 day of 11, 2013, between Connecticut Natural Care, LLC, a limited liability company incorporated under the laws of the State of Connecticut and having its principal place of business at 497 Watertown Avenue, Waterbury, Connecticut (the "Employer"); and Rickey Norman King, of the City of Meriden in the State of Connecticut (the "Employee").

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

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

1. Employment

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

2. Position Title

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

- all daily operations of the dispensary facility
- all management responsibilities as described in Regulations of Connecticut State Agencies Chapter 420 F.
- Other duties as may arise from time to time and as may be assigned to the employee.

3. Compensation

(a) As full compensation for all services provided the employee shall be paid at the rate of \$10,000 per month and \$120,000 annually. Such payments shall be subject to such normal statutory deductions by the Employer.

(b) (bonus – to be determined).

(c) The salary mentioned in paragraph (3.)(a) shall be reviewed on an annual basis.

(d) All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

4. Vacation

The Employee shall be entitled to vacations as described in the human resources manual.

5. Benefits

The Employee shall be entitled to benefits as described in the human resources manual.

6. Probation Period

The Employee shall be subjected to a probationary period as described in the human resources manual.

7. Performance Reviews

The Employee shall be entitled to performance reviews as described in the human resources manual.

8. Termination

Termination protocols are described in the human resources manual.

9. Laws

This agreement shall be governed by the laws of the State of Connecticut.

10. Independent Legal Advice

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

(a) The Employee has had such independent legal advice prior to executing this agreement, or;

(b) The Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

11. Entire Agreement

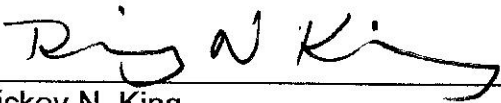
This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties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

13. Severability

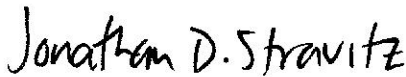
The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

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


SIGNED, SEALED AND DELIVERED in the presence of:



Rickey N. King
Dispensary Facility Manager



Jonathan D. Stravitz
President & Treasurer

JDS


Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC intends to compensate Andrew Gold for past and ongoing services in the amount of an ongoing 4.9% Ownership interest in CTNC.

Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC intends to compensate Andrew Dorman for past and ongoing services in the amount of a one-time payment of \$25,000.

Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC intends to compensate Debra Peacock for past and ongoing services in the amount of a one-time payment of \$3,500.

Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC wanted to compensate Gary Christensen for past and ongoing services in the amount of a one-time payment of \$3,500.

Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC intends to compensate Maxine Matta for past and ongoing services in the amount of a one-time payment of \$5,000.

Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC intends to compensate Michael Gershfeld for past and ongoing services in the amount of a one-time payment of \$3,500.

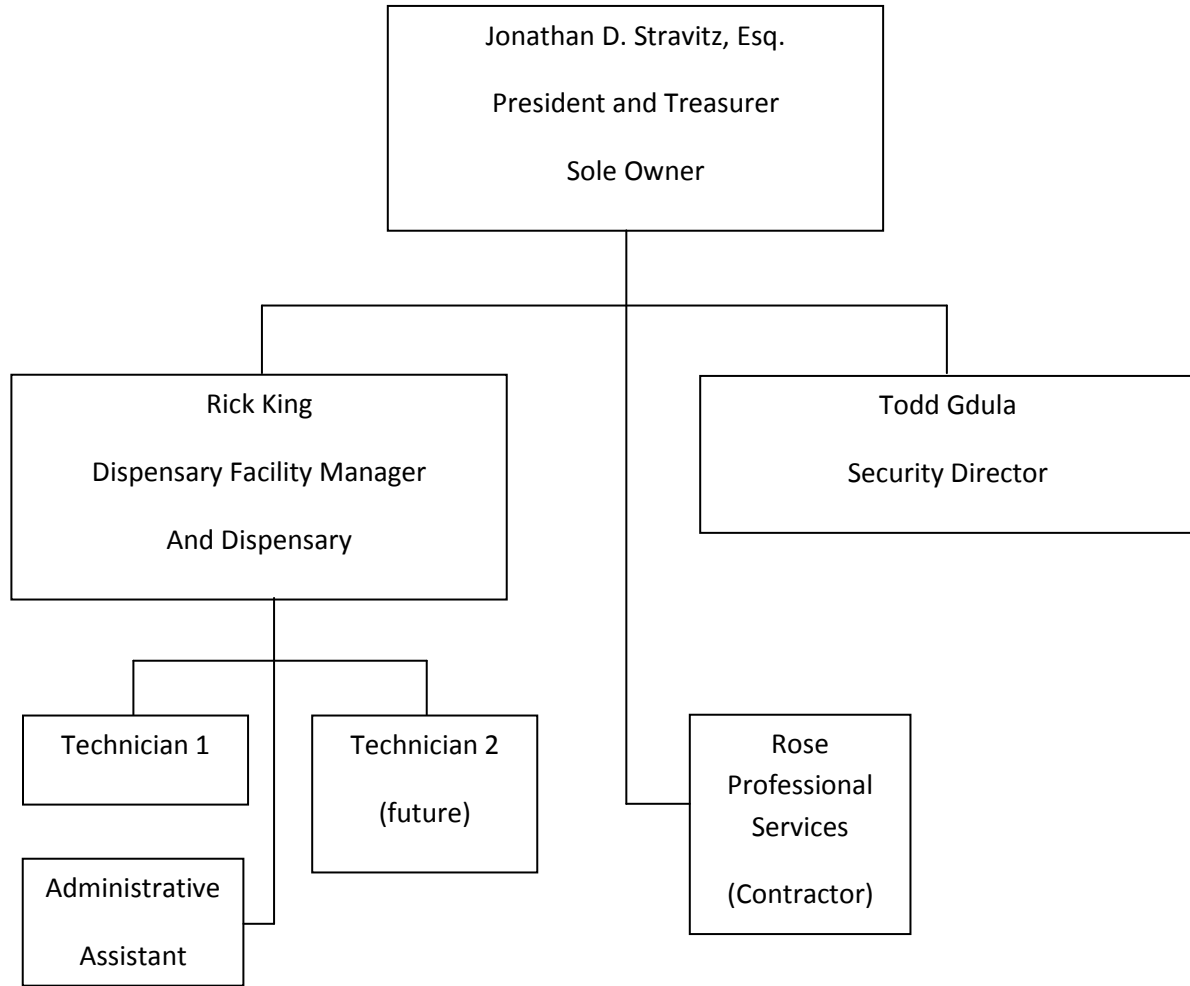
Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC intends to compensate Todd Gdula for past services in the amount of a one-time payment of \$7,500.

Additionally, CTNC will pay Todd Gdula \$400/day per diem wages as an independent contractor for days where he is required to work in the field.

RFA E2 Organizational Chart

RFA E2 Organizational Chart¹



1. FOIA Sec 1-210 (B)(2) Personnel Files, Invasion of Personal Privacy, All Resumes Exempt

RFA E2 Organizational Chart

Resumes, etc. of persons who have filled positions:

Rick King:

RICKEY KING

115 Debbie Drive
203-634-1800
Meriden, CT 06451
rickking30@gmail.com

www.linkedin.com/in/rickeyking

PHARMACIST

Professional Profile

Pharmacist with 32+ years of experience in retail pharmacy with proven skills in managing and training. Assisted in store openings, rebuilding problem stores, training pharmacists, pharmacy interns and pharmacy technicians. Knowledge and wisdom to help people. Strong belief that personal contact and taking care of people is an important part of being a pharmacist.

Core Skills

- Immunization
- Insurance Expertise
- Effective Communicator
- Management
- Supervision
- Team Player
- Training
- Customer Service
- Compounding
- Conflict Resolver
- Critical Thinking
- Problem solving

Employment History

1. FOIA Sec 1-210 (B)(2) Personnel Files, Invasion of Personal Privacy, All Resumes Exempt

RFA E2 Organizational Chart

Consulting

2012-2013

- Pursuing pharmacy opportunities, volunteering, helping others, networking and broadening my education.

Rite Aid Pharmacy

2008-2012

- Merged a Brooks Pharmacy with a Rite Aid in Wallingford, creating the busiest Rite Aid pharmacy in CT (2900 scripts/week).
- Helped with customer services issues and managing the pharmacy.
- Obtained immunization certification.

Brooks Pharmacy

1979-2008

- Opened new stores in Wallingford and North Branford.
- Rebuilt problem stores in West Haven, Milford, Meriden and Wallingford.
- Relocated stores in New London and Putman.
- Helped with buyouts of Osco in Massachusetts and Drug City in Vermont.
- Resolved a major insurance issue in West Hartford.
- Managed pharmacies.
- Hired, trained, scheduled and preformed annual reviews.
- Controlled shrink.
- Interacted professionally with physicians.
- Developed and promoted programs.

Education

Temple University, Philadelphia, P.A., Bachelor of Science, Pharmacy

Professional Affiliations

CT. Pharmacists Association

RFA E2 Organizational Chart

Rick King quite literally grew up in the Pharmacy business. As the son of an independent pharmacist, Rick spent many of his early years in and around the pharmacy with his dad who taught him the most important skill in Pharmacy – compassion. Rick is tremendously dedicated, passionate, compassionate and selfless when it comes to serving his patients. A common descriptor we hear regarding Rick is “the nicest guy in the world,” and we believe he may be just that.

After interning at his family Pharmacy during college, Rick went to work for Brooks Pharmacy in 1979 where he remained for an amazing twenty-eight years. In addition to other employment with major Pharmacy chains, Rick has been a consultant to the industry and per diem Pharmacist for the past two years.

Rick has been heavily involved in the emerging medical cannabis industry in Connecticut as an active participant at Connecticut Cannabis Business Alliance events as well as numerous public speaking engagements and education sessions. He has received personal tutelage and instruction from some of the very best minds in the cannabis industry from California, Colorado and Connecticut.

As a long-time Pharmacist, Rick is very well versed in patient privacy issues and will serve as CTNC’s PHI Security Officer.

Rick King, Employment History:

Eden Pharmacy

1971-1979

- Started as a cashier/stock boy. Customer Service
- Became a pharmacy intern. Drugs, pharmacology
- When I got my pharmacy license there was no space for a 3rd pharmacist.
- Worked in Eden, NY
- No violations of laws and regulations

Brooks Pharmacy

1979-2008

- 28 great years.
- Worked in East Aurora, NY (79-83), West Hartford, CT (83), Wallingford, CT (84-92), North Branford, CT (92-94), West Haven, CT (95-97), Milford, CT (97-99), Wallingford, CT (99-08) Meriden and other locations in CT for vacations etc.
- Pharmacy management, insurance, data entry, customer service. Training pharmacists, pharmacy interns, pharmacy tech’s. Interacted with other health professionals. Pharmacology, compounding, pharmacy QA. Pharmacy mergers and buy outs. Hiring, educating, consoling.

1. FOIA Sec 1-210 (B)(2) Personnel Files, Invasion of Personal Privacy, All Resumes Exempt

RFA E2 Organizational Chart

- Rite Aid bought Brooks in 2008. My location in Wallingford closed and merged with the Rite across the street.
- No violations of laws and regulations

Rite Aid

2008-2012

- Worked in Wallingford, CT (08-11) and Northford, CT (11-12).
- Immunization, customer service, insurance, data entry, QA
- Excess pharmacist at Rite Aid, needed to explore new pharmacy opportunities
- No violations of laws and regulations

Consulting

2012-present

- Pursuing a Medically Marijuana future in CT.
- Networking, broadening my education. Helping others.
- Per diem pharmacy work at Arrow Prescription Center in Hartford.
- No violations of laws and regulations

Todd M. Gdula:

Mr. Gdula is a 28 year veteran of the Dutchess County, NY Sheriff's Office, recently retired as the Assistant Corrections Administrator with the rank of Major in 2012. Over his nearly three decades of law enforcement service Todd held many positions including project manager for medical services, new jail planning board member and transition program manager. As Assistant Corrections Administrator he managed 207c, staff appraisals, staff discipline, internal investigations, staff hiring, new policy creation, vendor contracts and vendor payments and purchasing.

Mr. Gdula is well versed in physical security, surveillance, counter-surveillance, monitoring technology and movement control including cutting edge security equipment.

Todd is a veteran of the United States Army where he served as an Air Assault Infantryman while attached to the 101st Airborne Division. He holds black belt ranking in Chung Do Kwon and Ji Do Kwon and is an Army certified hand to hand combat instructor as well as a former kick boxing champion. He has qualified in all manner of lethal and nonlethal equipment including handgun, PR24, stun devices and CS gas.

Jonathan D. Stravitz

1. FOIA Sec 1-210 (B)(2) Personnel Files, Invasion of Personal Privacy, All Resumes Exempt

RFA E2 Organizational Chart

Jon specializes in the commencement and facilitation of investment and corporate transactions. His professionalism combined with his corporate and legal knowledge make him indispensable to his select clientele. He has sold over \$50M of commercial real estate and is currently working on over \$600M worth of property sales and leases throughout New York and New Jersey. The completed sales constitute over 500,000 square feet of industrial and office buildings, inclusive of over 100,000sf for Verizon. He has transitioned from Corporate Services, Residential Development, Landlord & Tenant Representation to a focus on Investment. This has been the natural evolution of a career that involves almost every aspect of commercial real estate. While continuing to work with corporations to satisfy their real estate needs, Jon has leased over 600,000 square feet of industrial space for Graybar Electric Company, Inc., 200,000 square feet for Olam America's Inc., & over 100,000 square feet of office space primarily in New York and New Jersey for Principal Financial Group.

His reputation for placing his clients first ensures the repeat engagement of his services. Jon's primary focus is the relationship and the ability to satisfy the client's needs. Several of his long-term clients who benefit from his professionalism and long-term commitment are: IBM, Verizon, Graybar Electric Company, Inc., Olam America's Inc., Gilbane Building Company, Kelly Services, Bovis Lend Lease, Girls and Boys Town, USA, Pinkerton, Principal Financial Group, Wackenhut and EchoStar Communications Corporation and Dish Network Service, LLC. Working with these organizations and numerous investors has enhanced his local knowledge as it relates to site selection, logistics, finance and market trends. This expertise compliments his ability to represent his client's best interests.

Background & Experience:

His prior business experience includes two years as a Commercial Real Estate Closing Coordinator for Prudential's start-up Conduit business. Mr. Stravitz was responsible for handling the rigors of the funding process for at least 60 loans totaling over \$200,000,000.00 in securitized transactions. In addition, he spent ten (10) years at NAI James E. Hanson, Inc. The incredible experience at NAI JEH, motivated Jonathan to open BIOC Commercial Real Estate, LLC, with John B. Aires.

Educational Background:

1996 Juris Doctorate, Quinnipiac College School of Law, Hamden, Connecticut
1992 Bachelor of Arts, State University of New York at Albany, Albany, New York

Professional Affiliations & Designations:

Mr. Stravitz is a member of the New Jersey and Massachusetts Bars.
His memberships also include CoreNet Global. Currently pending is the designation of MCERS-Master of Corporate Real Estate Services from CoreNet Global.
Licensed Broker in New York, New Jersey & Pennsylvania.

Significant Transactions:

Landlord Rep. - Southport Plaza, LLC - Disposition - Lease - 59,000 sq. ft., Staten Island, NY
Landlord Rep. - Southport Plaza, LLC - Renewal - Lease - 34,261 sq. ft., Staten Island, NY

Graybar Electric Company, Inc. – Disposition – Sale – 105,000 sq. ft., Long Island City, NY

1. FOIA Sec 1-210 (B)(2) Personnel Files, Invasion of Personal Privacy, All Resumes Exempt

RFA E2 Organizational Chart

Graybar Electric Company, Inc. - Disposition - Lease - 218,400 sq. ft., Cranbury, NJ.
Graybar Electric Company, Inc. - Acquisition - Lease - 70,588 sq. ft., Parsippany, NJ.
Graybar Electric Company, Inc. - Disposition - Sale - 30,000 sq. ft., Newark, NJ - \$3.3M
Graybar Electric Company, Inc. - Acquisition - Lease - 33,812 sq. ft., Teterboro, NJ.
Graybar Electric Company, Inc. - Acquisition - Lease - 136,250 sq. ft., Carteret, NJ (iPort)
Graybar Electric Company, Inc. - Disposition - Lease - 218,400 sq. ft., Cranbury, NJ – Subtenant
Bankruptcy

Principal Financial Group - Acquisition - Lease - 13,441 sq. ft., 75 Rockefeller Plaza, NY, NY
Principal Financial Group - Disposition - Lease - 4,336 sq. ft., Bay Ridge (Brooklyn), NY
Principal Financial Group - Disposition - Lease Buyout - 7,300 sq. ft., 1 Liberty Plaza, NY
Principal Financial Group - Acquisition - Lease - 9,400 sq. ft., Parsippany, NJ
Principal Financial Group - Acquisition - Lease - 6,060 sq. ft., 1212 6th Avenue, New York, NY
Principal Financial Group - Disposition - Lease - 6,060 sq. ft., 1212 6th Avenue, New York, NY
Principal Financial Group - Acquisition - Lease - 22,261 sq. ft., 888 7th, New York, NY
Principal Financial Group - Acquisition - Lease - 10,450 sq. ft., 1155 6th Avenue, New York, NY

Acquisition - Sale - 65,000 sq. ft. - Office - 240 Frisch Court, Paramus, NJ
Disposition - Sale - 66,000 sq. ft. - Office - 240 Frisch Court, Paramus, NJ
Disposition - Sale - 22,000 sq. ft. - Office - 395 Pleasant Valley Way, West Orange, NJ
Disposition - Sale - 73,000 sq. ft. - Industrial - 60-80 Commerce Way, Hackensack, NJ
Disposition - Sale - 30,000 sq. ft. - Industrial - 799 Edwards Road, Parsippany, NJ
Disposition - Sale - 18,000 sq. ft. - Office - 50 S. Franklin Turnpike, Ramsey, NJ
Disposition - Sale - 62,386 sq. ft. - Office - 136 Magnolia Avenue, Jersey City, NJ
Disposition - Sale - 43,000 sq. ft. – Industrial - 33 New Bridge Road, Bergenfield, NJ
Disposition - Sale - 68,000 sq. ft. - Office - (Verizon) 1500 Teaneck Road, Teaneck, NJ

Steven A. Gdula (Consultant):

Steven A. Gdula

6 Ward Drive
Danbury, CT 06810

(845) 790-0963
Cellular (914) 466-0003

I have been employed in high level management and executive positions for many years in varying industries spanning information technology, healthcare, finance and professional services. I am known to be driven, detail oriented, thorough and professional. My clients and employers recognize my value as a self-directed revenue generator and problem solver. My reputation for finding solutions to extremely complex business problems is well known as is my ability to bridge gaps between parties to close deals.

- Accomplished Executive, Business Professional and Entrepreneur
- Medical Imaging Engineer, Digital X-ray Systems Technical Instructor and Image Quality Specialist
- Electronics Technician, Systems Engineer and Project Manager
- Experienced Healthcare Industry Consultant
- Startup Specialist

Experience:

1. FOIA Sec 1-210 (B)(2) Personnel Files, Invasion of Personal Privacy, All Resumes Exempt

RFA E2 Organizational Chart

May, 2011 to Present

Chief Executive Officer
Rose Professional Services
6 Ward Drive
Danbury, CT 06810

- Financial consultant for individuals and businesses
- IS/IT security and network analyst
- Federal, State and General Compliance audit preparation for FDA, HIPAA, ISO standards
- Regulatory compliance and strategy consultant
- Full range startup services

November, 2004 to Present

Image Quality Specialist
Fujifilm Medical Systems, USA
419 West Avenue
Stamford, CT 06902-6300

- Held positions of increasing responsibility: Support Engineer, Support Engineer II, Product Specialist for Radiography and Technical Instructor for Medical Imaging Technology, Image Quality Specialist
- Primary instructor and post-production engineer for entire General Radiography product line (both DR and CR products), Developer of training classes and instructional materials, Instructor for both equipment-based and theory classes
- Principal instructor for FMSU personnel and client personnel with over 2500 credit-hours delivered to students via lecture and laboratory exercises
- Train Marketing and Sales personnel, liaise with both groups on marketing and sales strategies
- Develop emerging technology for new products or integration with existing portfolio
- Primary project manager for all new systems development and regulatory compliance processes
- Clinical Trial Support Administration

November, 2001 to February, 2004

Vice President, Information Technology Operations
Prominet, Inc.
One Catherine Street
Poughkeepsie, NY 12601

- Designed and implemented Wireless Internet Service Provider (WISP) network for the City of Poughkeepsie, NY and outlying areas
- Designed, deployed and directed maintenance of multiple Wireless Point of Presence (WIPOP) Direct Sequence Spread Spectrum (DSSS) broadband cells
- Accounted for all aspects of Information Technology operations

March, 1999 to April, 2011

Owner and Information Technology Consultant
DBA TurnKey Information Technology Services
6 Ward Drive
Danbury, CT 06810

- Provide and implement information technology solutions for client corporations
- Build hybrid networks and network computers to suit client business directives

1. FOIA Sec 1-210 (B)(2) Personnel Files, Invasion of Personal Privacy, All Resumes Exempt

RFA E2 Organizational Chart

- Maintain and support all products and network infrastructure
- Market services and products to expand customer base
- Negotiate service level agreements and sell contracts
- Sold business in 2011

October, 1996 to March, 1999

Technical Supervisor and Project Manager
Lightec, Inc.
8 Rogers Place
Hyde Park, NY 12538

- Supervised a team of installation professionals building hybrid communications networks (fiber optic, copper and wireless)
- Accounted for all aspects of field construction and technology deployment
- Responsible for all project management activities

Education:

American Sentinel University

- *Masters of Business Administration – Finance*

SUNY College at New Paltz

- *Bachelor of Arts, Psychology*

NCE Group, Inc.

- *Microsoft Certified Systems Engineer*

Continuing Education

- *Over 90 continuing education credits in Medical Imaging, Digital X-ray, Digital Mammography and Computed Radiography*

RFA E3 Name, Title and Resume of Information Security Person

RFA E3 Name, Title and Resume of Information Security Person¹

Rick King, Dispensary Facility Manager

As a long-time Pharmacist, Rick is very well versed in patient privacy issues and will serve as CTNC's PHI Security Officer.

RICKEY KING

115 Debbie Drive
203-634-1800
Meriden, CT 06451
rickking30@gmail.com

www.linkedin.com/in/rickeyking

PHARMACIST

Professional Profile

Pharmacist with 32+ years of experience in retail pharmacy with proven skills in managing and training. Assisted in store openings, rebuilding problem stores, training pharmacists, pharmacy interns and pharmacy technicians. Knowledge and wisdom to help people. Strong belief that personal contact and taking care of people is an important part of being a pharmacist.

Core Skills

- Immunization
- Insurance Expertise
- Effective Communicator
- Management
- Supervision
- Team Player
- Training
- Customer Service
- Compounding
- Conflict Resolver
- Critical Thinking
- Problem solving

1. FOIA Sec 1-210 (B)(2) Personnel Files, Invasion of Personal Privacy, All Resumes Exempt

RFA E3 Name, Title and Resume of Information Security Person

Employment History

Consulting

2012-2013

- Pursuing pharmacy opportunities, volunteering, helping others, networking and broadening my education.

Rite Aid Pharmacy

2008-2012

- Merged a Brooks Pharmacy with a Rite Aid in Wallingford, creating the busiest Rite Aid pharmacy in CT (2900 scripts/week).
- Helped with customer services issues and managing the pharmacy.
- Obtained immunization certification.

Brooks Pharmacy

1979-2008

- Opened new stores in Wallingford and North Branford.
- Rebuilt problem stores in West Haven, Milford, Meriden and Wallingford.
- Relocated stores in New London and Putman.
- Helped with buyouts of Osco in Massachusetts and Drug City in Vermont.
- Resolved a major insurance issue in West Hartford.
- Managed pharmacies.
- Hired, trained, scheduled and preformed annual reviews.
- Controlled shrink.
- Interacted professionally with physicians.
- Developed and promoted programs.

Education

Temple University, Philadelphia, P.A., Bachelor of Science, Pharmacy

Professional Affiliations

CT. Pharmacists Association

1. FOIA Sec 1-210 (B)(2) Personnel Files, Invasion of Personal Privacy, All Resumes Exempt

RFA E3 Name, Title and Resume of Information Security Person

Rick King, Employment History:

Eden Pharmacy

1971-1979

- Started as a cashier/stock boy. Customer Service
- Became a pharmacy intern. Drugs, pharmacology
- When I got my pharmacy license there was no space for a 3rd pharmacist.
- Worked in Eden, NY
- No violations of laws and regulations

Brooks Pharmacy

1979-2008

- 28 great years.
- Worked in East Aurora, NY (79-83), West Hartford, CT (83), Wallingford, CT (84-92), North Branford, CT (92-94), West Haven, CT (95-97), Milford, CT (97-99), Wallingford, CT (99-08) Meriden and other locations in CT for vacations etc.
- Pharmacy management, insurance, data entry, customer service. Training pharmacists, pharmacy interns, pharmacy tech's. Interacted with other health professionals. Pharmacology, compounding, pharmacy QA. Pharmacy mergers and by outs. Hiring, educating, consoling.
- Rite Aid bought Brooks in 2008. My location in Wallingford closed and merged with the Rite across the street.
- No violations of laws and regulations

Rite Aid

2008-2012

- Worked in Wallingford, CT (08-11) and Northford, CT (11-12).
- Immunization, customer service, insurance, data entry, QA
- Excess pharmacist at Rite Aid, needed to explore new pharmacy opportunities
- No violations of laws and regulations

Consulting

2012-present

- Pursuing a Medically Marijuana future in CT.
- Networking, broadening my education. Helping others.
- Per diem pharmacy work at Arrow Prescription Center in Hartford.
- No violations of laws and regulations

RFA E3 Name, Title and Resume of Information Security Person

Steven A. Gdula, Rose Professional Services, Consultant

Because CTNC will use a highly advanced dispensary facility management software platform, "MJ Freeway," we have engaged Rose Professional Services to help us manage our critical infrastructure and maintain information security.

Mr. Gdula is well versed in network and computer security and has been involved in HIPAA compliance since 1996 when it was introduced.

Steven A. Gdula:

Steven A. Gdula

6 Ward Drive
Danbury, CT 06810

(845) 790-0963
Cellular (914) 466-0003

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Education:

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- *Masters of Business Administration – Finance*

SUNY College at New Paltz

- *Bachelor of Arts, Psychology*

NCE Group, Inc.

- *Microsoft Certified Systems Engineer*

Continuing Education

- *Over 90 continuing education credits in Medical Imaging, Digital X-ray, Digital Mammography and Computed Radiography*

CTNC believes that our team is highly skilled in this area and prepared to protect patient privacy throughout our operations. Rick will assume primary responsibility and Rose Professional Services will audit our policies and procedures and update as required, ensuring continued compliance.

Please see also "CTNC Patient Privacy Policy," ADM-0001-A in Appendix G.

RFA E4 Compensation Agreements

RFA E4 Compensation Agreements

For approximately two years prior to forming the Company, Jonathan Stravitz and Rick King were completing due diligence activities. All required work was performed by Mr. Stravitz, Mr. King or CTNC's consultant, Rose Professional Services, LLC.

Rose Professional Services ("RPS") was engaged on a contingency basis to provide consulting services in preparation for CTNC's application for a Dispensary Facility license. RPS has no management authority or control and has no ownership in the Company. If the Company is successful in being awarded a license from the State to dispense medical marijuana, RPS shall be paid the sum of \$90,000 for its completed work which shall not exceed 1000 hours in total.

From May 1, 2011 until November 15, 2013 RPS has and will provide consulting services to the Company. General Consulting Services provided by RPS include, but are not limited to: office setup including phone, fax and mail, all business filings and meetings, coordinating the RFA response, drafting CTNC policies and procedures, performing policy audits to ensure compliance to all applicable laws and regulations, representing the Company at public hearings, negotiating on the Company's behalf, selecting and retaining Advisors, etc.

After the granting of a license to CTNC, the Company will begin to make payments to RPS according to the following schedule:

- \$7,500 per month for 12 months
- Payments will begin the first month that the Company's net income exceeds \$10,000 and shall continue monthly until paid in full
- No interest will be charged so long as 12 consecutive monthly payments have been received
- Failure to make 12 consecutive payments triggers a penalty of 2% of the value of each payment missed

The Company has engaged in only one other significant financial deal, our lease. CTNC has agreed to lease terms for 497 Watertown Ave, Waterbury, CT with the Frank Devino Limited Partnership ("FDLP"), landlord. The lease has been signed by both parties, contingent upon two factors: CTNC receives a license to dispense medical marijuana; and CTNC receives municipal approval to operate at the above address. Should either contingency test be failed, the lease is void. CTNC paid no monies to FDLP and will not unless both contingency tests are passed, resulting in a clear path to operations.

CTNC has also agreed, upon passing both trigger tests outlined above, to retain Rick King as our Dispensary Facility Manager. Mr. King shall be moved to full-time, exempt (salaried), regular employment on the first day CTNC opens for business at the compensation rate of \$120,000 salary plus full benefits (total compensation = salary + (salary).30, or \$156,000 total compensation).

Other promises of value include those to our Advisors and to those who have provided services on a contingency basis, e.g. Financial and Marketing work. If CTNC secures a license to dispense medical

1. FOIA 1-210 (B)(5)(B) and (B)(8) Financial Information Given in Confidence, Personal Financial Data in Connection to Application, Entire Document Exempt

RFA E4 Compensation Agreements

cannabis those promises of value shall be met. No Advisor was promised more than \$7,500 and none will receive equity in CTNC.

Another such promise of value includes a future equity stake in the Company of 4.9% for Mr. Andrew Gold for aforementioned Marketing services and going forward services in kind. Our branding and graphics are key value drivers for the Company and Mr. Gold is the creator of those images.

Aside from contingency agreements and promises of future regular employment, we have had very little economic activity and it consists of basic filings with SOTS, expenses related to Zoning appeals, postage and the like.

We began in earnest on October 8, 2013 with \$5,000 petty cash on hand and the direct expenses deducted from this balance are reflected in the our financial statements.

For more information about our anticipated financials, please see our pro forma projections in Appendix G.

Compensation Agreements:

- Individual agreements in regard to future compensation
 - Rick King
 - Todd Gdula
 - Andrew Gold
 - Advisors
 - Rose Professional Services, LLC

RFA E4 Compensation Agreements

Rose Financial Services, LLC
6 Ward Drive
Danbury, CT 06810
203.702.4465

22 May, 2011

Jonathan D. Stravitz
Company To Be Determined ("New Co")
232 Garden Street, Apt. 2
Hoboken, New Jersey 07030

Jon,

Pursuant to our discussion about the potential medical marijuana market opportunities in Connecticut, I have drafted the attached agreement in regard to the services I can provide to your new business (for purposes of this agreement the entity will be named, "New Co").

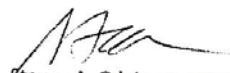
As you are aware, the proposed bill could potentially fail, although I find that outcome highly unlikely. I am told by my sources that the bill will be finalized and will pass sometime next year.

As we discussed, this is highly speculative work at the present time and there are many variables in play. There is a possibility that this work will be for naught in the end. I believe, however, that there will be an opportunity here and if we begin the due diligence required now, "New Co" will be properly positioned to enter this market when it opens.

I believe this may be an excellent opportunity for Rose Financial and "New Co" to explore. Due to the tremendous potential upside and our friendship, Rose Financial will perform this work on a contingency basis for "New Co". When and if "New Co" enters the market, consulting fees shall become payable. If "New Co" fails to launch no fees shall be billed.

Please review the following agreement, sign and return to me so we can get started.

Very Best Regards,


Steven A. Gdula, MBA MCSE
Chief Executive Officer
Rose Financial Services, LLC
Rose-Financial@comcast.net

Rose Financial Services, LLC
6 Ward Drive
Danbury, CT 06810
203.702.4465

Consulting Agreement

This agreement serves to define the business agreement between Rose Financial Services and Jon Stravitz ("New Co").

The following services shall be provided by Rose Financial Services:

1. Due diligence of market development
2. All startup activities *excluding fundraising*
 - a. Set up office
 - b. Provide mailbox
 - c. Provide phone and fax
 - d. Complete and file all necessary State forms and registrations
 - e. Create web presence
 - f. Network on behalf of "New Co"
 - g. Promote "New Co"
 - h. Any other appropriate business services required

Terms and Conditions:

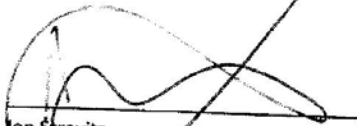
1. Rose Financial Services will provide services on a contingency basis
 - a. "New Co" will pay Rose Financial Services for its services if and only if "New Co" enters the medical marijuana market
 - b. When "New Co" enters the market and commences operations, all monies become due
 - c. Payments shall commence the first month "New Co" exceeds \$10,000/mo net revenue and shall continue for a period of 12 months with equal payments each month
 - d. If payments are not received consecutively for 12 months, a penalty of 2% per month on the unpaid monthly balance shall apply
2. Maximum dedicated hours shall not exceed 1000
3. 1000 hours of service shall be billed at a rate of \$90/hr
 - a. Maximum total payment shall not exceed \$90,000 under this agreement
 - b. Each hour over 1000 hours shall be payable at the time of service and is not governed by this agreement
4. Reasonable expenses incurred on behalf of "New Co" shall be reimbursed on an ongoing basis
5. Any and all Intellectual Property created on behalf of "New Co" shall belong to Rose Financial Services until such time that full payment for services is rendered

RFA E4 Compensation Agreements

Rose Financial Services, LLC
6 Ward Drive
Danbury, CT 06810
203.702.4465

- a. If "New Co" fails to launch, all materials created under this agreement shall remain the intellectual property of Rose Financial Services and may be disposed of in any way Rose Financial Services sees fit to do so

I have read and understand the covenants contained in this agreement. My signature affirms the binding of this agreement and it shall be in force until such time it is completed as described above. I understand that any and all disputes related to this agreement shall be addressed by arbitration in the State of Connecticut.


Jon Stravitz
"New Co"

5/22/11
Date


Steven A. Gdula
Rose Financial Services

5/25/11
Date

Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC intends to compensate Andrew Gold for past and ongoing services in the amount of an ongoing 4.9% Ownership interest in CTNC.

Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC intends to compensate Andrew Dorman for past and ongoing services in the amount of a one-time payment of \$25,000.

Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC intends to compensate Debra Peacock for past and ongoing services in the amount of a one-time payment of \$3,500.

Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC wanted to compensate Gary Christensen for past and ongoing services in the amount of a one-time payment of \$3,500.

Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC intends to compensate Maxine Matta for past and ongoing services in the amount of a one-time payment of \$5,000.

Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC intends to compensate Michael Gershfeld for past and ongoing services in the amount of a one-time payment of \$3,500.

Compensation Plan

Contingent upon Connecticut Natural Care, LLC, ("CTNC"), a medical marijuana dispensary receiving a license from the State of Connecticut, CTNC intends to compensate Todd Gdula for past services in the amount of a one-time payment of \$7,500.

Additionally, CTNC will pay Todd Gdula \$400/day per diem wages as an independent contractor for days where he is required to work in the field.

Employment Agreement

THIS AGREEMENT made as of the 10 day of 11, 2013, between Connecticut Natural Care, LLC, a limited liability company incorporated under the laws of the State of Connecticut and having its principal place of business at 497 Watertown Avenue, Waterbury, Connecticut (the "Employer"); and Rickey Norman King, of the City of Meriden in the State of Connecticut (the "Employee").

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

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

1. Employment

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

2. Position Title

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

- all daily operations of the dispensary facility
- all management responsibilities as described in Regulations of Connecticut State Agencies Chapter 420 F.
- Other duties as may arise from time to time and as may be assigned to the employee.

3. Compensation

(a) As full compensation for all services provided the employee shall be paid at the rate of \$10,000 per month and \$120,000 annually. Such payments shall be subject to such normal statutory deductions by the Employer.

(b) (bonus – to be determined).

(c) The salary mentioned in paragraph (3.)(a) shall be reviewed on an annual basis.

(d) All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

4. Vacation

The Employee shall be entitled to vacations as described in the human resources manual.

5. Benefits

The Employee shall be entitled to benefits as described in the human resources manual.

6. Probation Period

The Employee shall be subjected to a probationary period as described in the human resources manual.

7. Performance Reviews

The Employee shall be entitled to performance reviews as described in the human resources manual.

8. Termination

Termination protocols are described in the human resources manual.

9. Laws

This agreement shall be governed by the laws of the State of Connecticut.

10. Independent Legal Advice

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

(a) The Employee has had such independent legal advice prior to executing this agreement, or;

(b) The Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

11. Entire Agreement

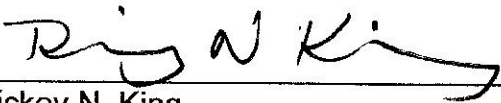
This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties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

13. Severability

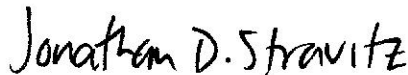
The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

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


SIGNED, SEALED AND DELIVERED in the presence of:



Rickey N. King
Dispensary Facility Manager



Jonathan D. Stravitz
President & Treasurer

JDS


RFA E5 Indebtedness, Etc.

RFA E5 Indebtedness, Etc.¹

CTNC has not engaged in any credit arrangements whatsoever. We are funded solely by Jonathan Stravitz and need no other source of capital or credit at present.

Mr. Stravitz has used his personal funds to start the Company (\$5,000 initial petty cash) and is prepared to offer the requisite funds to achieve operational stability.

CTNC expects major expenditures as follows:

- Initial construction and remodeling - \$75,000
- Security system - \$20,000
- Product safe - \$8,000

We anticipate up to an additional \$50,000 for aggregate small expenses leading up to commencement of operations.

Presently we expect that Mr. Stravitz will fund all of our capital requirements. Our plan is to fund CTNC's launch ourselves and once we have secured a license finding willing creditors should not be difficult and we could raise additional funds as needed. At present we do not intend to do so, but we do recognize the validity of the strategy.

1. FOIA 1-210 (B)(8) Financial Information Given in Confidence, Personal Financial Data in Connection to Application, Entire Document Exempt

RFA E6 Audited Financial Statements

RFA E6 Audited Financial Statements

Below are the business transactions executed in relation to this application:

Cash Flow Statement

	A	B	C	D
1	Connecticut Natural Care, Inc.	Cash Flow		
2				
3	Starting date	10/1/2013		
4				
5		Beginning	10/1/2013	11/1/2013
6	Cash on hand (beginning of month)	\$5,000.00	\$5,000.00	\$4,570.00
7	Cash on hand (end of month)		\$4,570.00	\$3,910.00
8				
9	CASH RECEIPTS			
10	Cash sales		\$0.00	\$0.00
11				
12				
13	TOTAL CASH RECEIPTS			
14	Total cash available	\$5,000.00	\$5,000.00	\$4,570.00
15				
16	CASH PAID OUT			
17	Articles of Incorporation		\$120.00	\$0.00
18	Waterbury Zoning Application		\$310.00	\$660.00
19	SUBTOTAL		\$430.00	\$660.00
20	Loan principal payment		\$0.00	\$0.00
21	Capital purchases		\$0.00	\$0.00
22	Other startup costs		\$0.00	\$0.00
23	To reserve and/or escrow		\$0.00	\$0.00
24	Owners' withdrawal		\$0.00	\$0.00
25	TOTAL CASH PAID OUT		\$430.00	\$660.00
26	Cash on hand (Month to Date)	\$5,000.00	\$4,570.00	\$3,910.00
27				
28				

Connecticut Natural Care, Inc.**Balance Sheet**

Assets		
Current assets:	Oct-13	Nov-13
Cash	\$5,000.00	\$3,910.00
Investments	-	-
Inventories	-	-
Accounts receivable	-	-
Pre-paid expenses	-	660.00
Other	-	-
Total current assets	5,000.00	4,570.00
Fixed assets:	Oct-13	Nov-13
Property and equipment	-	-
Leasehold improvements	-	-
Equity and other investments	-	-
Less accumulated depreciation	-	-
Total fixed assets	-	-
Other assets:	Oct-13	Nov-13
Goodwill	-	-
Total other assets	-	-
Total assets	5,000.00	4,570.00

Liabilities and owner's equity		
Current liabilities:	Oct-13	Nov-13
Accounts payable	-	-
Accrued wages	-	-
Accrued compensation	-	-

RFA E6 Audited Financial Statements

	-	-
Income taxes payable	-	-
Unearned revenue	-	-
Other	-	-
Total current liabilities	-	-

Long-term liabilities:	Oct-13	Nov-13
Mortgage payable	-	-
Total long-term liabilities	-	-

Owner's equity:	Oct-13	Nov-13
Investment capital	5,000.00	5,000.00
Accumulated retained earnings (losses)	-	(\$430.00)
Total owner's equity	5,000.00	4,570.00

Total liabilities and owner's equity	5,000.00	4,570.00
---	-----------------	-----------------

CTNC has not paid any monies to any other parties as of 11.1.2013 aside from what is described above.

There are three contingency deals in place in regard to executing our lease, hiring our Dispensary Facility Manager, and paying our consulting fees (including Advisors), all of which shall be triggered upon receiving both municipal zoning approval and receiving a license from DCP to dispense medical marijuana.

The details of such arrangements are enumerated and documented in "RFA E4 Compensation Agreements" and "RFA E5 Indebtedness" and also in Appendix G.

Additionally, we have signed a letter of intent with Withum, Smith and Brown, CP to complete an audit of our first year finances to present to DCP for review. Our accountant advised that we could not be reasonably expected to prepare audited statements for less than one month of activity and advised that we simply disclose all of our activity, including receipts, etc., to show transparency and good faith. Our commitment to providing audited financials when that data becomes meaningful we hope shows our sincerity to comply with the spirit of the process.



WithumSmith+Brown, PC
Certified Public Accountants and Consultants

1411 Broadway, 9th Floor
New York, New York 10018 USA
212 751 9100 . fax 212 750 3262
www.withum.com

Additional Offices in New Jersey,
Pennsylvania, Maryland,
Florida, and Colorado

November 7, 2013

Connecticut Natural Care, LLC
c/o Jonathan D. Stravitz
401 East 34th Street Apt 27H
New York, NY 10016

Dear Mr. Stravitz:

This engagement letter ("letter") will confirm our understanding of the services we are to provide Connecticut Natural Care, LLC (the "Company") for the year ended December 31, 2014. We will audit the Company's balance sheet as of December 31, 2014 and the related statements of operations and members' equity and cash flows for the year then ended.

We will also prepare the Company's federal and state partnership tax returns (as applicable) for the year ended December 31, 2014. Services requested in connection with other tax matters will be invoiced separately on a time basis.

Audit Objectives

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America established by the American Institute of Certified Public Accountants ("AICPA") and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion.

Our responsibility is to express an opinion on the financial statements based on our audit, and is limited to the period covered by our audit. If, for any reason, our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.



Jonathan D. Stravitz
Connecticut Natural Care, LLC
November 7, 2013
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Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, direct confirmation of cash, receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements, and related matters. These representations will include, but are not limited to a) an acknowledgement of your responsibility for the design and implementation of programs and controls to prevent and detect fraud, b) identification of any instances of actual or suspected fraud that you have knowledge of that involves management, employees who have a significant role in internal control, or others where the fraud could have a material effect on the financial statements, and c) identification of any allegations of fraud or suspected fraud received in communications from employees, former employees, or others.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations or contractual agreements. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us. Also, an audit is not designed to detect error, fraud, or violations of laws or governmental regulations that is immaterial to the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform the appropriate level of management of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.



Jonathan D. Stravitz
Connecticut Natural Care, LLC
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An audit includes obtaining an understanding of the entity and its environment including its internal control sufficient to assess the risk of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.”

Standards of Performance

We will perform our services in conformity with the terms expressly set forth in this letter, including all applicable professional standards. Accordingly, our services shall be evaluated solely on our substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

With respect to the services and this letter, in no event shall the liability of WithumSmith+Brown PC (“WSB”) and its former, present and future partners, shareholders and employees for any claim, including but not limited to WSB’s own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of WSB’s gross negligence or willful misconduct. In addition, WSB shall not be liable for any special, consequential, incidental, or exemplary damages or loss (nor any lost profits, interest, taxes, penalties, loss of savings or lost business opportunity) even if WSB was advised in advance of such potential damages. This paragraph and the next paragraph shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the Company, WSB, or others.

Further, the Company shall, upon receipt of written notice, indemnify, defend, and hold harmless WSB and its former, present and future partners, shareholders and employees from and against any liability and damages (including punitive damages), fees, expenses, losses, demands, and costs (including defense costs) associated with any claim arising from or relating to the Company’s knowing misrepresentations or false or incomplete information provided to WSB. In the event of any controversy or claim against WSB arising from or related to the services described herein, WSB will be entitled, at its option, to defend itself from such controversy or claim and to participate in any settlement, administrative, or judicial proceedings.



Jonathan D. Stravitz
Connecticut Natural Care, LLC
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Page 4

If, because of a change in the Company's status or due to any other reason, any provision in this letter would be prohibited by, or would impair our independence under laws, regulations, or published interpretations by governmental bodies, commissions, or other regulatory agencies, such provisions shall, to that extent, be of no further force and effect and this letter shall consist of the remaining portions.

Management's Responsibilities

The financial statements identified in the opening paragraph of this letter are the responsibility of the Company's management. Encompassed in that responsibility is the establishment and maintenance of effective internal control over financial reporting including monitoring ongoing activities, the establishment and maintenance of proper accounting records, the selection of appropriate accounting principles, the safeguarding of assets, and identifying and ensuring compliance with laws and regulations applicable to its activities. We may advise you about appropriate accounting principles and their application and may assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you.

In connection with this audit you are also responsible for the following:

- Preparing and fairly presenting the financial statements (included the attendant note disclosures) in accordance with accounting principles generally accepted in the United States. We will assist you with providing required footnote disclosures as needed.
- Informing us of all known significant deficiencies and material weaknesses in, and significant changes in, internal control over financial reporting.
- Making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge or experience to oversee the non-attest services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them. John D. Stravitz has been designated as the qualified individual to oversee the indicated non-attest services (tax return preparation) or any other non-attest service that we will perform.
- Making all financial and non-financial records and related information, including minutes of the meetings of Management, available to us and for the accuracy and completeness of that information.
- Adjusting the financial statements to correct material misstatements and affirming to us in the management representation letter that the effects of any uncorrected misstatements, resulting from errors or fraud, aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



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Connecticut Natural Care, LLC
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- Designing and implementing programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization involving a) management, b) employees who have significant roles in internal control, and c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, regulators or others.
- Informing us of your understanding regarding the risks of fraud in the Company and whether or not you have identified any specific fraud risks or any account balances or classes of transactions for which a risk of fraud is likely to exist. You will also be asked to explain any programs or controls you have established to mitigate fraud risks you have identified.
- Identifying and ensuring that the Company complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts or violations of laws, regulations or contracts that we may report.
- Identifying and disclosing to us all laws, regulations and provisions of contracts that have a material effect on the determination of financial statement amounts.
- Performing follow-up and taking corrective action on reported audit findings and to have ready for our review at the start of fieldwork a corrective action plan for any prior audit findings.
- Providing us with unrestricted access to persons within the Company from whom we determine it necessary to obtain audit evidence.
- Informing us of any events occurring subsequent to December 31, 2014 through the date of our audit report that may affect the financial statements or the related disclosures thereto.
- Informing us of any subsequent discovery of facts that may have existed as the date of our auditors' report that may have affected the financial statements or the related disclosures thereto.
- Confirming your understanding of these responsibilities as defined in this letter to us in your management representation letter.

Responsibilities of Those Charged with Governance

As part of our audit we will make inquiries of the management as necessary (collectively referred to as "those charged with governance") regarding their knowledge of any fraud or suspected fraud, or allegations of fraud or suspected fraud, affecting the entity.

Effective two-way communication with those charged with governance assists us in obtaining information relevant to the audit and also assists those charged with governance in fulfilling their responsibility to oversee the financial reporting process. The members of the management play an important role in the Company's internal control over financial reporting by setting a positive tone at the top and challenging the Company's activities in the financial arena. Accordingly, those charged with governance agree to communicate to us matters they believe are relevant to our engagement.



Jonathan D. Stravitz
Connecticut Natural Care, LLC
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Audit Completion

At the conclusion of our audit engagement we will communicate to management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting policies;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultation with other accountants, if any;
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence with management.

Audit Administration

It is our understanding that your accounting and information technology departments and staff will prepare all schedules, files and documents requested by us and will locate any invoices, cancelled checks and other supporting documentation for transactions selected by us for testing.

Mr. Michael Stallone is the engagement partner for the audit services specified in this letter. His responsibilities include supervising WSB's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

The audit documentation for this engagement is the property of WSB and constitutes confidential information. It is our policy to keep records related to this engagement for eight years. However, WSB does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the eight-year period WSB shall be free to destroy our records related to this engagement.



Jonathan D. Stravitz
Connecticut Natural Care, LLC
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Page 7

Our responsibility for other information in annual reports or similar documents containing audited financial statements and our auditors' report thereon does not extend beyond the financial information identified in our report. We do not perform any procedures to corroborate other information contained in these documents. Professional standards require us to read the other information and consider whether the other information, or the manner of its presentation, is materially inconsistent with information appearing in the financial statements. We will bring to management's attention any information that we believe is a material misstatement of fact.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with proofs or masters for our review and approval before printing and distribution. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. In order to avoid unnecessary delay in obtaining such approval, and to avoid misunderstandings, it is important that you give us timely notice of your intent to issue any such documents.

We expect to begin our audit during December 2014 and have the audit completed in February 2015.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered monthly and are payable upon presentation. Whenever possible, we will attempt to use your personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

The fee for tax return preparation will be based on the amount of time required at various levels of responsibility, plus actual out of pocket expenses.

Billings become delinquent if not paid within 30 days of the invoice date. If billings are not paid within 30 days of the invoice date, at our election, we will stop all work until your account is brought current, or we will withdraw from this engagement. Connecticut Natural Care, LLC acknowledges and agrees that we are not required to continue work in the event of Connecticut Natural Care, LLC's failure to pay on a timely basis for services rendered as required by this engagement letter.



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Connecticut Natural Care, LLC
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Our fee is based on our knowledge of your business, your industry and anticipated cooperation from your personnel, including access to necessary paper and electronic files, performance of certain reconciliations and pulling requested documentation. WSB works hard to ensure that the correct mix of professionals is available to perform your engagement. This involves complex scheduling models to balance the needs of our clients and the utilization of our people. The commencement of fieldwork during December 2014 is predicated on the availability of your key personnel and the receipt of information in accordance with the attached schedule. Failure to comply with this requirement will likely result in a delay in the completion of the engagement and an increase in the cost of the engagement due to the need to re-assign staff.

Other factors exist which can also cause an unanticipated increase in the cost of your audit. Those factors include, but are not limited to, the following:

- The discovery of numerous accounting errors in the books and records or the incorrect application of an accounting principle will most likely result in the need for us to perform additional work.
- The application of a new accounting principle or the change from one generally accepted accounting principle to another generally accepted accounting principle.
- The need to consult with attorneys or other professionals on audit matters including litigation and changes in your business environment.
- Professional standards require that we report illegal acts that have or may have incurred. If we become aware of illegal acts we may need to consult with the Company's counsel or with a counsel chosen by WSB. In such an instance, additional fees, including legal fees will be billed to the Company. The Company agrees to cooperate fully with any procedures that we deem necessary to perform.
- A request by you for additional services not contemplated in this letter.

Should any of these factors arise, we will discuss them with you and the anticipated effect on the engagement fee.

Tax Return Preparation

It is your responsibility to provide us with all the information required for preparing complete and accurate returns. You should retain all the documents, canceled checks, and other data that form the basis of the returns. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the tax returns and, therefore, you should review them carefully before you sign them.



Jonathan D. Stravitz
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We will use our professional judgment in preparing your returns. Whenever we are aware that a possible applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will adopt whatever position you request on your return, so long as it is consistent with the codes and regulations and interpretations that have been promulgated. When possible, we will resolve questions involving application of tax rules in your favor, if there is reasonable justification for doing so. If the Internal Revenue Service or other taxing agency should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for such additional penalties, interest, or assessments.

Your returns may be selected for examination by taxing authorities. In the event of an examination or other Internal Revenue Service or state taxing authority contact, we are available to represent you. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examinations, we will be available upon request to represent you and will render additional invoices for the time and expenses incurred. Fees and services will be communicated in a separate engagement letter.

Other Matters

WSB is a member of HLB International ("HLB") worldwide organizations of accounting firms and business advisors. Each member of HLB, including WSB, is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no member firm assumes liability for such acts or omissions. Neither WSB nor any of its affiliates are responsible or liable for any acts or omission of HLB or any other member firms and hereby specifically disclaim any and all responsibility, even if WSB or any of its affiliates are aware of such acts or omissions of another firm of HLB.

If any dispute arises between us, we agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association, or other association, under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties. The Company and WSB both agree that any dispute over fees charged by WSB not resolved by the above mediation process will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association, or other association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by WithumSmith+Brown, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.



Jonathan D. Stravitz
Connecticut Natural Care, LLC
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During the term of this audit engagement and for a period of one year after the services are completed, the Company agrees not to solicit or hire any of our engagement personnel without our written consent. A loss of one of our employees in such a manner not only adds significantly to our costs, it could pose a threat to our independence. If the Company violates this provision it agrees to pay WSB a fee equal to our employee's annual salary.

Pursuant to authority under law or regulation we may be requested to make certain audit documentation available to regulators, government agencies or their representatives or to peer reviewers. We will notify you of any such request. Access to such information will be provided under the supervision of WSB personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned regulators or government agencies. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies. You hereby acknowledge we will allow and authorize us to allow the regulators or government agencies access to and copies of audit documentation.

Electronic communications including telephone calls (including cell phones), faxes, e-mails, text communications and electronic data files have become routine in today's business world. These methods of communication enable us to receive information from you quickly and to respond to that information in a timely manner. Electronic communications may also be used in communicating with your bankers, suppliers, customers, legal and other professionals. All forms of electronic communication carry with them the risk that certain confidential information may be compromised. The Company agrees to WSB's use of electronic methods to transmit and receive confidential Company information.

Authorization

This letter sets forth the entire understanding between the Company and WSB regarding the provision of the services described herein and supersedes any previous proposals, correspondence and understandings, whether written or oral. If any portion of this Agreement is held invalid, it is agreed that such invalidity will not affect any of the remaining provisions.

WSB appreciates the opportunity to be of service to Connecticut Natural Care, LLC. Should you have any questions regarding this letter, or need further information, please do not hesitate to contact us.



Jonathan D. Stravitz
Connecticut Natural Care, LLC
November 7, 2013
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If the above agrees with your understanding of the terms of our engagement, please sign the copy of this letter in the space indicated and return it to us.

Respectfully submitted,

A handwritten signature in blue ink that reads "WithumSmith+Brown, PC". The signature is written in a cursive, flowing style.

WithumSmith+Brown

Response:

This letter correctly sets forth our understanding:

Signature: _____

Title: _____

Date: _____

Revenue Year		Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Yr. Total
# patients		Avg/Mo	Avg/Mo	Avg/MO	Avg/Mo	
	x 3 Mo/Q	3				
Oz/patient		1.5				
Oz sold		6525	7155	8212.5	10800	32692.5
Price/Oz		\$325				
Revenues MMJ		\$2,120,625	\$2,325,375	\$2,669,062.50	\$3,510,000	\$10,625,063
Cost of Goods		\$225	\$1,468,125	\$1,609,875	1847812.5	2430000
Net Revenues MMJ		\$652,500	\$715,500	\$821,250.00	\$1,080,000	\$3,269,250
Paraphernalia Revs						
\$ per Patient		\$4	\$17,400	\$19,080	\$21,900	\$28,800
Cost of Goods		50%	\$8,700	\$9,540	\$10,950	\$14,400
Net Revenues Para		\$8,700	\$9,540	\$10,950.00	\$14,400	\$43,590
Total Net Revenues		\$661,200	\$725,040	\$832,200.00	\$1,094,400	\$3,312,840
Operating Expenses						
General & Administrative						
Payroll						
Pharmacist	150,000	1	37500	37500	37500	75000
Tech	43,000	1	21500	21500	21500	21500
Clerk	26,000	1	6500	6500	6500	13000
Total			65500	65500	65500	109500
*Benefits	0.3		19650	19650	19650	32850
Total Payroll			85150	85150	85150	142350
General operating expenses						
Rent incl H& HW			6000	6000	6000	6000
Electric			450	450	450	450
Internet Phone & Fax			600	600	600	600
Security monitoring	200		600	600	600	600
Legal			600	600	600	600
Accounting			3750	3750	3750	3750
Advertising			25,000	25,000	25,000	25,000
Printing			10000	10,000	10,000	10,000
Postage			3000	3000	3000	3000
Dues, fees & subscriptions			2400	2400	2400	2400
Insurance						
General Liability			1500	1500	1500	1500
Key man	2,400	1	600	600	600	1200
Product loss			1500	1500	1500	1500
Travel and Entertainment			600	600	600	600
Conferences			600	600	600	600
Programs						
Compassionate use			6000	6000	6000	6000
Substance abuse			3000	3000	3000	3000
Employee assistance			1500	1500	1500	1500
Miscellaneous Expenses			3000	3000	3000	3000
Total Operating Expenses			155850	155850	155850	213650
Net Income (loss) (EBITDA)			\$505,350	\$569,190	\$676,350.00	\$880,750
Depreciation						
Interest						
Taxable Income (Loss)						
State Taxes	7.50%		\$37,901.25	\$42,689.25	\$50,726.25	\$66,056.25
Fed Tax	50%		\$252,675	\$284,595	\$338,175.00	\$440,375
Total Taxes	57.50%		\$290,576.25	\$327,284.25	\$388,901.25	\$506,431.25
Net Income			\$214,773.75	\$241,905.75	\$287,448.75	\$374,318.75
Patient Base, 2014	6000					
Patient Base, 2015	12000					
Patient Base, 2016	18000					
Patient Base, 2017	22,000					
CTNC Share of Market	20%					
Average Cost per Pound	3,600					
Average Cost per Ounce	225					
Ave. Sale Price per Ounce	325					
Average Patient Purchase						
Month in OZ	1.5					
Year in OZ	18					
Sales Revenue per Patient						
Month**	\$491.50					
Year**	\$5,898.00					

*Benefit Package Calculator Salary x 0.3

**Includes Paraphernalia

RFA E7 Business Tax Returns

RFA E7 Business Tax Returns

CTNC (“the Applicant”) has been in existence less than two months and has not filed any tax returns.

Jonathan D. Stravitz’ personal tax information is included in E8. We understand Mr. Stravitz doesn’t fit the definition of “Backer” because he is the Owner of CTNC, but his function is nonetheless the same as a backer from a capital provision standpoint. As such we have included his most recently filed tax return in section E8.

RFA E8 Personal Tax Returns

RFA E8 Personal Tax Returns¹

Jonathan D. Stravitz' personal tax information is included in this section. We understand Mr. Stravitz doesn't fit the definition of "Backer" because he is the Owner of CTNC, but his function is nonetheless the same as a backer from a capital provision standpoint. As such we have included his most recently filed tax return in this section.

Jonathan D. Stravitz, Tax Return, 2012:

CLIENT STR4570

LEAF SALTZMAN MANGANELLI TENDLER & MIELE
310 PASSAIC AVE
FAIRFIELD, NJ 07004-2530
(973) 808-9500

April 3, 2013

JONATHAN D. STRAVITZ
232 GARDEN STREET APT 2
HOBOKEN, NJ 07030

Dear Jonathan,

Enclosed for your review:

Form 1040	2012 U.S. Individual Income Tax Return
Form 1040-ES	Estimated Tax Payment Vouchers
Form NJ-1040	2012 New Jersey Individual Income Tax Return
Form NJ-1040ES	New Jersey Estimated Tax
Form IT-203	2012 New York Nonresident Income Tax Return
Form IT-2105	Estimated Income Tax
Form MTA-5 TP	Estimated MCTM Tax (Taxpayer)
Form MTA-6 TP	Metro Commuter Trans. Mobility Tax (Taxpayer)
Form NYC-202 TP	2012 Unincorporated Business Tax Return (Self)
Form 5-UBTI TP	Estimated Unincorporated Business Tax (Self)

Each tax return or form listed above should be filed in accordance with the enclosed filing instructions.

Please be sure to call if you have any questions.

Sincerely,

A.D. MANGANELLI, EA, CPA

All Federal and State Tax Returns submitted but not included as they are not subject to FOIA.

CONNECTICUT NATURAL CARE, LLC
DISPENSARY FACILITY RFA AND APPLICATION

11.15.13

RFA APPENDIX F

"BONUS POINTS"



RFA F1 Employee Working Environment

RFA F1 Employee Working Environment

CTNC aims to create a first-class working environment for our employees. We offer generous benefits, time off and profit sharing for retirement. **All aspects of the RFA F1 item are addressed by the “CTNC Human Resources Manual,” HRM-0001-A.** Over 50 sections of this manual have been written to define the Company’s HR policies and procedures. Application reviewers should review the manual proper in Appendix G.

Excerpted from “CTNC Human Resources Manual,” HRM-0001-A:

SCOPE

The purpose of the Human Resources Manual is to insure that all Connecticut Natural Care, LLC (“CTNC” or the “Company”) employees perform in a consistent and unified manner that serves to advance the goals and objectives of the Company.

1. OVERVIEW

Management must understand that CTNC is a unique business in the State of Connecticut and that our policies and procedures are carefully crafted, monitored and updated to ensure successful operations.

The Human Resources Manual is designed with management personnel in mind. It was constructed to serve as your guide to the Company’s policies, procedures, practices and guidelines that apply to employees of the Company in Connecticut.

The policies, procedures, practices and guidelines contained herein are not intended to be a contract (express or implied) or otherwise to create legally enforceable obligations on the part of the Company or its employees.

The contents of this manual are central to effective Company operations as is your understanding and communication of them to our organization. If you have any questions or concerns about the meaning of any part of this manual, refer them to your manager or the Human Resources Department.

A key focus of the Company is the reduction of misunderstandings and clarification of our policies to foster an appropriate work environment for our employees to perform their duties. Should there be circumstances that disrupt this focus employees may submit grievances to the attention of management without fear of harassment, coercion or retaliation. It is the Company’s intent to resolve any complaints internally and every effort will be made to do so.

The masculine pronoun wherever used herein shall include the feminine.

2. COVERAGE

Policies, procedures, practices and guidelines included in the Human Resources Manual supersede and replace all previously issued policies, procedures, practices and guidelines. The Company reserves the

right to add, revise or delete provisions of the manual at any time and without advance notice. Policy matters not addressed in the manual remain the sole responsibility of the Company to administer.

3. EXCEPTIONS

Only the President of the Company has the authority to approve exceptions to established Human Resources policies. Requests for exceptions to policy are submitted to Human Resources for review and preapproval prior to review by the President.

4. RESPONSIBILITIES

The Human Resources Department has overall responsibility for policies, procedures, practices and guidelines in the manual, compliance with local, state and Federal laws and regulations and communication of policy revisions to management personnel.

Management personnel are responsible for understanding the policies, procedures, practices and guidelines, applying the policies consistently to all employees and contacting the Human Resources Department for guidance in situations outside of the policy guidelines.

The Human Resources Manual is for your use as a CTNC management representative. It is confidential, proprietary material that must not be loaned or given to anyone outside of the Company.

The entire content of this manual is confidential without exception.

[end]

Please see also: The entire "CTNC Human Resources Manual," HRM-001-A, in Appendix G.

RFA F2 Compassionate Needs Program

RFA F2 Compassionate Needs Program

CTNC offers a Compassionate Needs Discount Program (“CNDP”) to all patients who fall at or below 150% of the federal poverty limit, currently defined as \$23,550 for a family of four (Federal Register, 2013) to help defray the costs of their medicine because it is not covered by third party payers.

Excerpted from “CTNC Compassionate Needs Discount Program,” BUS-0004-A:

1. OVERVIEW

The CNDP discount will be applied as a sliding scale from 10%-30%, depending on income level.

For example: A patient from a family of four with a household income below \$23,550 would receive a 30% discount on medicine. Whereas, a patient from a family of four earning \$28,000 would receive a 20% discount on medicine. A patient from a family of four with a household income of up to \$35,325 would receive a 10% discount on medicine.

We will also offer a similar discount for one-time purchases of durable goods and equipment to help patients use their medicine properly and effectively.

CTNC is a member of the Connecticut Cannabis Business Alliance and through our participation there and in various events and forums around Connecticut we have established relationships with prospective producers in regard to compassionate needs discounts. It is uncertain which firms will be granted a license to produce. However, for example, CTNC has agreements in place with Integrated Natural Care and Advanced Grow Labs, both of which have agreed to the above discount schedule. Should other firms ultimately realize licensure, we believe that this schedule will be amenable to them and we will use our bargaining power insofar as we may to influence producers’ participation rates in our discount program.

In addition to seeking participation from potential producers, CTNC has created a dedicated carve-out in our budget for our Compassionate Needs Discount Program. We will directly subsidize up to \$1000 of patient costs per month in our first year of operation and will continue to provide and expand funds for this purpose as allowed by our income in the future.

2. COVERAGE

The CNDP covers all patients who are CTNC dispensary customers and who earn less than 150% of the federal poverty limit as adjusted for family size/dependents.

3. RESPONSIBILITIES

All CTNC employees must be aware of the CNDP and be able to discuss it effectively with patients.

All patients who intend to use the CNDP must provide tax returns for the most recent year available to certify their need for a discount schedule. If tax returns are not available CTNC may accept other

RFA F2 Compassionate Needs Program

documentation at the sole discretion of the Dispensary Facility Manager. All CNDP determinations are final.

4. OTHER APPLICABLE DOCUMENTS

Document Number	Document Title
ADM-0003-A	Compassionate Needs Discount Program Application
ADM-0004-A	CNDP Certification of Continuing Need
BUS-0001-A	<i>MJ Freeway</i> Compliance Features
OPE-0001-A	Dispensary Workflow
QAS-0019-A	Signature and Data Record Procedure
QSS-0016-A	Document Management and Control

5. DEFINITIONS

Term	Meaning
Certify	Affirm with signature that information is true and correct
CNDP	Compassionate Needs Discount Program
Dispensary	The pharmacist who dispenses marijuana
Dispensary facility	The entire CTNC facility
Dispensary facility employee	All CTNC employees who work at the facility as well as contractors who work there routinely
Dispensary facility manager	The designated dispensary who has management control over the dispensary facility
Dispensary technician	An actively registered pharmacy technician also registered with the DCP to work in a dispensary facility
Dispense or Dispensing	The act of processing marijuana for delivery or for administration for a qualifying patient pursuant to written certification from a physician
Drug Control Division	The division within the department responsible for overseeing the medical marijuana program
Durable Goods/Equipment	Hardware required by a patient to properly self-administer medical marijuana
PHI and ePHI	“Protected Health Information” and “Electronic Protected Health Information” are all forms of health data that allow identification of a particular patient from any records (regulated by State and Federal Authorities) [see CTNC Patient Privacy Policy]
PMP	“Prescription Monitoring Program” is the State system that logs all patient purchases from Pharmacies and Dispensary Facilities
POS	“Point of Sale” system, <i>MJ Freeway</i> module for commercial transactions

RFA F2 Compassionate Needs Program

Poverty Level	The federal standard that determines the household income at which or below people are considered to be living in poverty
Qualifying Patient	A patient presently authorized to use medical marijuana
Registration Certificate	ID card issued by DCP to qualifying patients
Written Certification	Physician assessment statement certifying a patient for the palliative use of marijuana

6. IMPLEMENTATION

1) The following discount schedule* may be observed:

Household Income (family of four)	Discount Rate
\$23,550 or lower	30%
\$23,551 to \$26,000	25%
\$26,001 to \$29,000	20%
\$29,001 to \$31,500	15%
\$31,501 to \$35,325	10%

**further information on how CTNC calculates poverty levels for households with varying numbers of people can be accessed at <http://aspe.hhs.gov/poverty/13poverty.cfm#thresholds>*

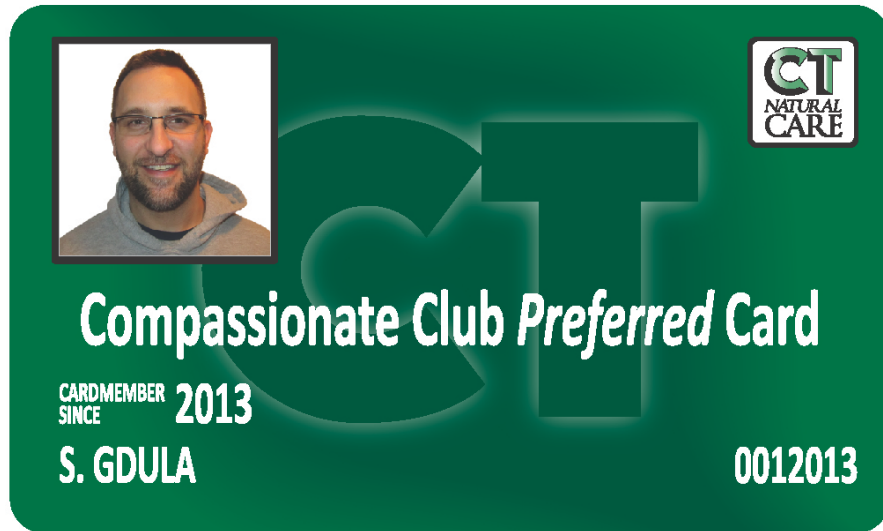
2) Determining Eligibility

- a) Patient completes "Compassionate Needs Discount Program Application", ADM-0003-A
- b) Dispensary reviews application
 - i) Denial
 - (1) Reason for denial explained to patient and offered in writing
 - ii) Acceptance
 - (1) Rate of discount is calculated
- c) Periodic Review
 - i) Patients must re-certify every six months or whenever their financial circumstances change by completing form ADM-0004-A, "CNDP Certification of Continuing Need"

7. OTHER DISCOUNTS

- 1) Veterans, 5%
- 2) Senior Citizens, 10%
- 3) Hospice Care – Will determine each case individually
 - a) May subsidize up to 100% under certain conditions

8. EXAMPLE OF CNDP CARD:



9. LITERATURE REVIEW / EXTERNAL REFERENCES

Federal Register, Vol. 78, No. 16, January 24, 2013, pp. 5182-5183

RFA F3 Research Plan

RFA F3 Research Plan¹

The “Natural Rx Care” Cannabinoid Profiling System was developed through the data derived from the Company’s eighteen month pilot study examining the effects of certain cannabinoid combinations on a typical patient.

We examined several years of data drawn from medical marijuana rating and feedback websites. Each individual patient’s responses about the effectiveness of any particular product were analyzed by creating groups of patients that had used the exact same product from a particular dispensary with public potency test reports available for that product.

We correlated the patients’ self reported (PSR) effects to the cannabinoid profile of the medicine they used. By analyzing hundreds and hundreds of PSRs and their correlations to certain cannabinoid profiles we were able to develop an algorithm (CS3) to effectively express this correlation through the “Natural Rx Care” System. This system allows patients and doctors to know what cannabinoid profiles have been highly correlated with PSR data on treatment for specific symptomology. The Natural Rx Care system is essentially a histogram analysis of PSR data as it relates to discrete cannabinoid profiles.

We hope to use the data generated by our information systems and patients to follow up our pilot study with a peer-reviewed pivotal study.

During the past year or more our Dispensary has developed relationships with academic institutions during the course of public speaking engagements and lectures. Recently, he delivered a lecture to the University of St. Joseph School of Pharmacy entitled “Medical Marijuana from a Pharmacist’s Perspective,” which was very well received and spurred interest in the MMP from pharmacy students.

We intend to approach USJ to help perform the pivotal study to confirm our pilot study results. The study will be conducted to assess the patient reported effects of certain cannabinoid profiles. CTNC will use targeted surveys to gain feedback from patients after they use certain medications. We will incentivize patient participation by offering small discounts on future purchases in exchange for filling out and returning the survey cards.

We would engage our academic partner to design the study and CTNC will implement the research.

Our study, depending on participation, could last up to a year or more.

Once we have determined the results of the study we will use the data to make improvements to the CS3 algorithm and the Natural Rx Care System.

RFA F4 Community Benefits Plan

RFA F4 Community Benefits Plan

As a small startup company, CTNC realizes that providing impactful community service is challenging, but possible. Some community benefits we intend to offer include:

- Educational seminars about medical marijuana
 - Schools
 - Colleges
 - Libraries
 - Public events
 - Health facilities
 - Hospice
 - Cancer centers
 - Senior citizen centers

- Partnering with local charities
 - CTNC will have a small budget, so we intend to donate funds to charities who support our mission and can achieve more impactful results
 - Example: Easter Seals
 - Nonprofit
 - Nonreligious
 - Helps people with disabilities

RFA F5 Substance Abuse Program

RFA F5 Substance Abuse Program

For the Public at Large

CTNC understands that the public at large may require services and education to combat substance abuse. We intend to offer the same 24/7 hotline to our customers. Patients may call the number at any time to be offered guidance and assistance to help with problems that may seem momentarily overwhelming.

Our Dispensary intends to continue to offer public lectures and speaking engagements for the general public or as requested by entities or venues. We believe that education is the key to avoiding substance abuse. Our Dispensary will also make home visits as his schedule allows providing additional counseling and supporting as needed by patients or their caregivers.

We cannot yet say with whom we would partner to perform these services, but we will seek synergistic partnerships where they are available. CTNC will make available its subject matter experts in all areas relevant to substance use and abuse to provide educational and support services as well.

The Company will also seek to engage lecturers or subject matter experts in order to provide meaningful events that can benefit attendees and recipients of the materials.

Please see our budgetary pro forma in Appendix G to see our \$500/month dedicated carve-out for our substance abuse prevention program.

For Our Employees

CTNC offers a robust substance abuse policy for our employees via our Human Resources policies. Our staff will have access to help whenever they may require it via an Employee Assistance Program which will feature a 27/7 hotline for drug abuse issues. Our employees will know clearly what is acceptable and what is not in regard to the use of substances.

Excerpted from "CTNC Human Resources Manual," HRM-0001-A:¹

SECTION 38 – SUBSTANCE ABUSE

1. OVERVIEW

The Company maintains a strong commitment to providing a safe, efficient and productive work environment in order to provide our customers with the highest quality service. In keeping with this commitment, the Company has a strict policy regarding the use and/or possession of drugs and alcohol. This policy recognizes that the use of drugs or alcohol can adversely affect the performance of employees, pose a serious health and safety risk to the user and others and negatively impact on efficiency and productivity.

2. DEFINITION AND APPLICABILITY

A. Controlled Substances

1. FOIA 1-210 (B)(20) Standards, Processes, Procedures, HR Manual Content Exempt

RFA F5 Substance Abuse Program

The Company prohibits the use, manufacture, sale, transfer, distribution or possession of any controlled substances as defined by state or Federal laws. Controlled substances are mind-altering and/or addictive substances included under the provisions of the Controlled Substances Act of 1970, as amended. Examples included opiates (heroin, morphine, etc.), cocaine, marijuana, hashish, amphetamines, barbiturates and other narcotics or hallucinogens.

B. Coverage

The Company prohibits the use of any controlled substances or the excessive consumption of alcohol by its employees while working, while on Company premises or while driving Company vehicles. The use of controlled substances or excessive consumption of alcohol is also prohibited while engaged in Company business off premises, by employees attending Company-sponsored social activities or with customers preceding or following meetings on Company business.

C. Exemptions

Any employee possessing and using medical marijuana products in accordance with the CT Medical Marijuana Program is not subject to any disciplinary actions provided no laws or policies were violated on Company premises or during the performance of an employee's Company duties as described above.

3. DISCIPLINARY ACTION

Employees reporting to work under the influence of controlled substances not exempted by the Company's policy or alcohol will be subject to disciplinary action up to and including termination of employment. (Refer to the Involuntary Termination policy.)

4. REPORTING DRUG CONVICTIONS

Any employee who pleads guilty to or is convicted of any drug related violation which occurs at any time, either during work duties or when not engaged in any official business, must report the plea and/or conviction to the Human Resources Department within five (5) days after the conviction. Such convictions are reported within ten (10) days following the conviction to Federal agencies with which the Company has contracts in accordance with the Drug-Free Workplace Act of 1988 and to State agencies as required by law under Public Act 12-55 and the Medical Marijuana Program.

Under certain circumstances the Company may be required to report any arrests or convictions to State regulatory authorities as required by the MMP regulations and Public Act 12-55.

5. TREATMENT

The Company is required to take appropriate disciplinary action or require the employee to participate successfully in a drug abuse assistance or rehabilitation program.

RFA F5 Substance Abuse Program

The Company wishes to assist employees who recognize that they have a drug or alcohol-related problem that may interfere with their job performance. Employees with drug or alcohol problems will be given time off to participate in a rehabilitation program unless such time off would constitute an undue hardship to the Company. The Company will maintain confidentiality regarding the employee's participation in a rehabilitation program except to the extent disclosure is necessary to arrange for or provide the benefits described in this policy.

Time off to voluntarily participate in a drug or alcohol rehabilitation program is subject to the same terms and conditions as employees on medical leaves of absence.

6. RESPONSIBILITIES

The Human Resources Department is responsible for the interpretation and administration of this policy including obtaining legal review, as appropriate. The Human Resources Department is also responsible for ensuring compliance with applicable state and Federal laws including the Rehabilitation Act of 1973, the Americans With Disabilities Act, the Drug-Free Workplace Act of 1988 and CT Public Act 12-55.

Management personnel who become aware of possible violations of this policy are required to notify the Human Resources Department immediately for guidance. Management personnel who observe performance problems which may be attributable to an employee's use of drugs or alcohol should address the performance problem only with the employee and not the potential substance abuse problem. The employee should be immediately referred to the Human Resources Department.

All employees are responsible for complying fully with this policy. Employees who are taking prescribed medication that may impair their abilities to perform the essential functions of their jobs should notify their managers.

[end]

SECTION 45 – EMPLOYEE ASSISTANCE PROGRAM

1. OVERVIEW

The Company's Employee Assistance Program (EAP) assists employees and their eligible family members by providing confidential help for a wide range of personal problems that may interfere with their job performance.

The Company takes the health and well-being of its employees very seriously. Any employee in distress should take advantage of the EAP.

2. SERVICES

Counseling and referral services are available through the EAP by calling the EAP hotline. Resources are available to all employees regardless of where they live, work or travel.

3. RESPONSIBILITIES

1. FOIA 1-210 (B)(20) Standards, Processes, Procedures, HR Manual Content Exempt

RFA F5 Substance Abuse Program

The Human Resources Department is responsible for the administration of this program.
[end]

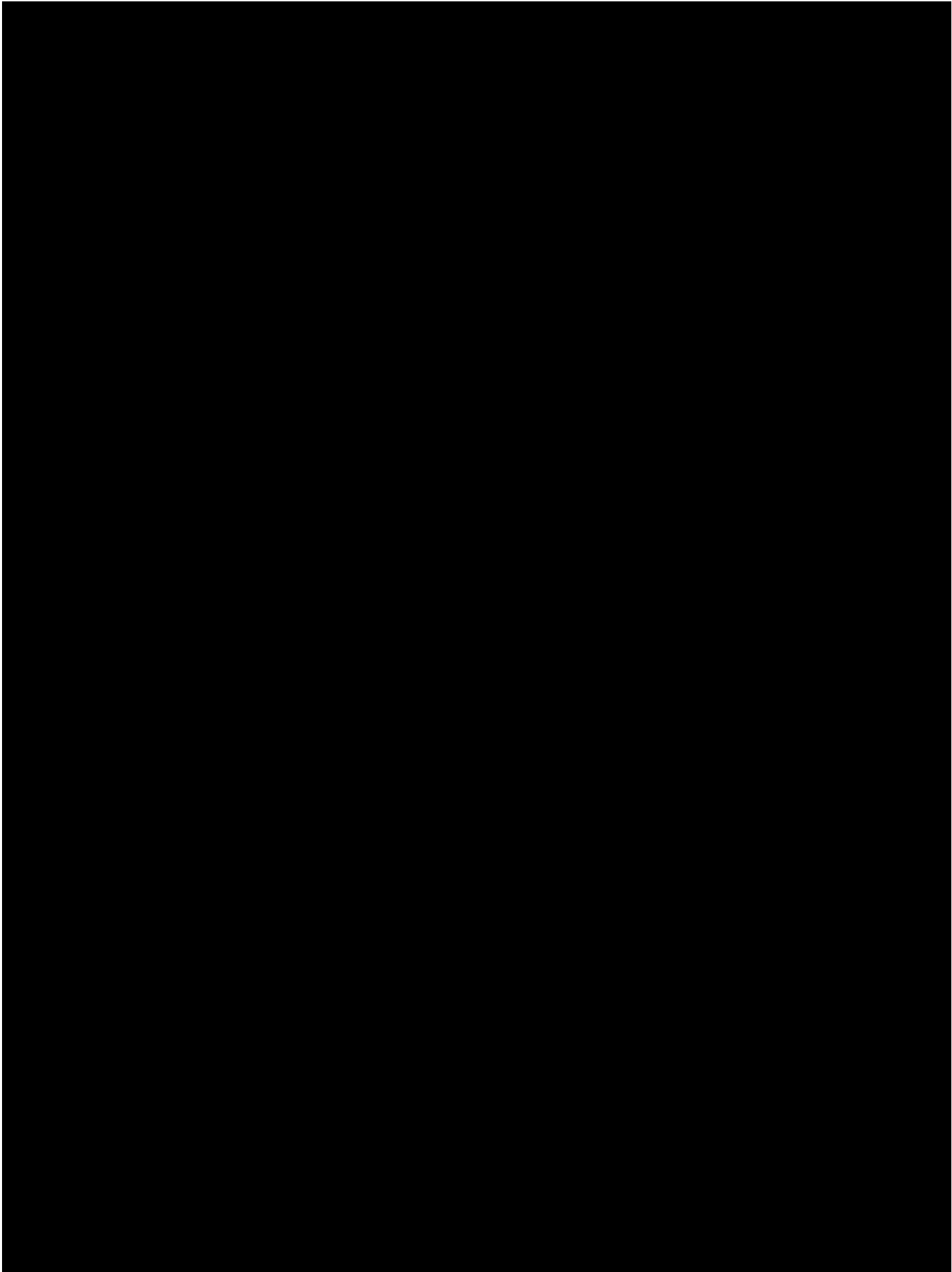
CONNECTICUT NATURAL CARE, LLC
DISPENSARY FACILITY RFA AND APPLICATION

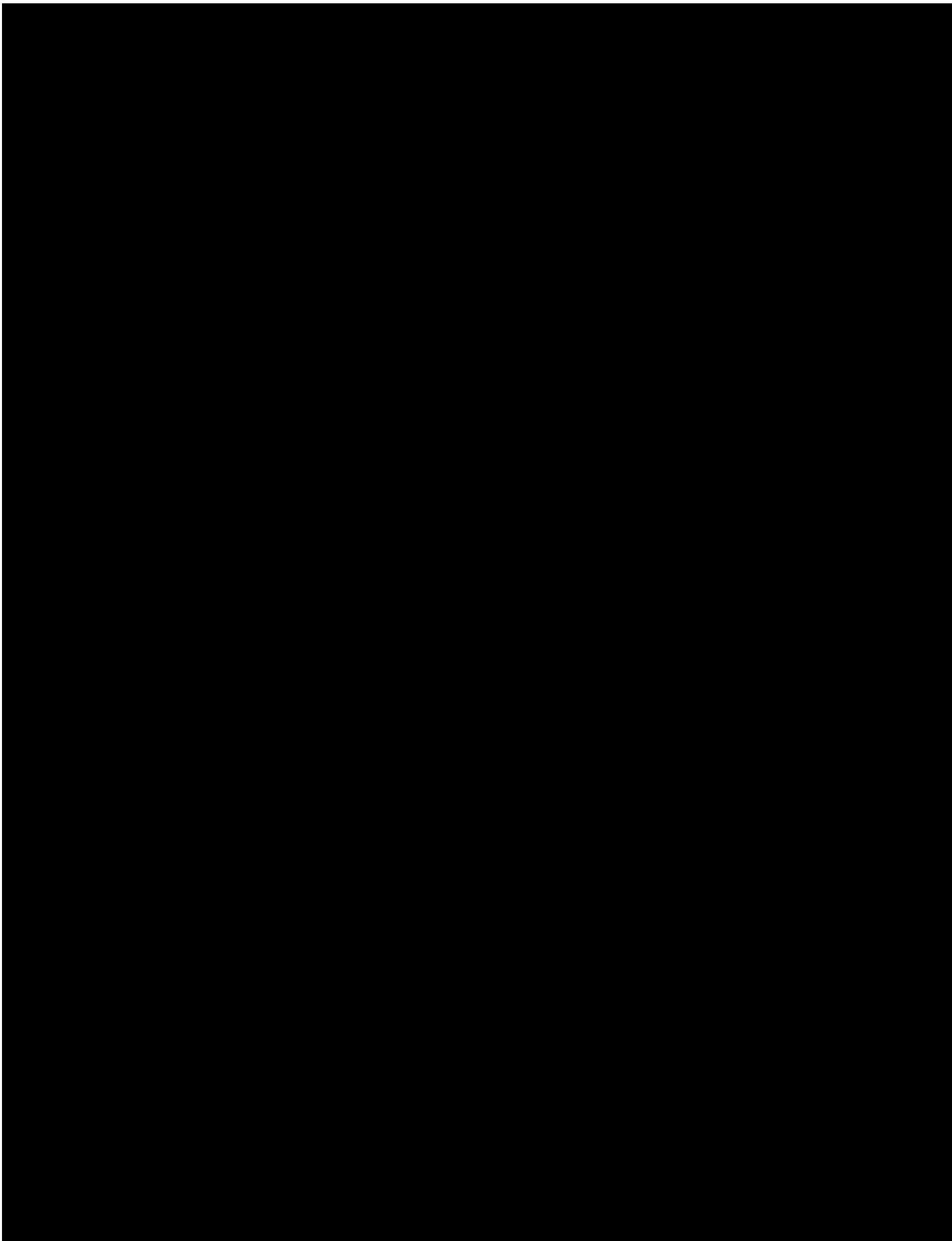
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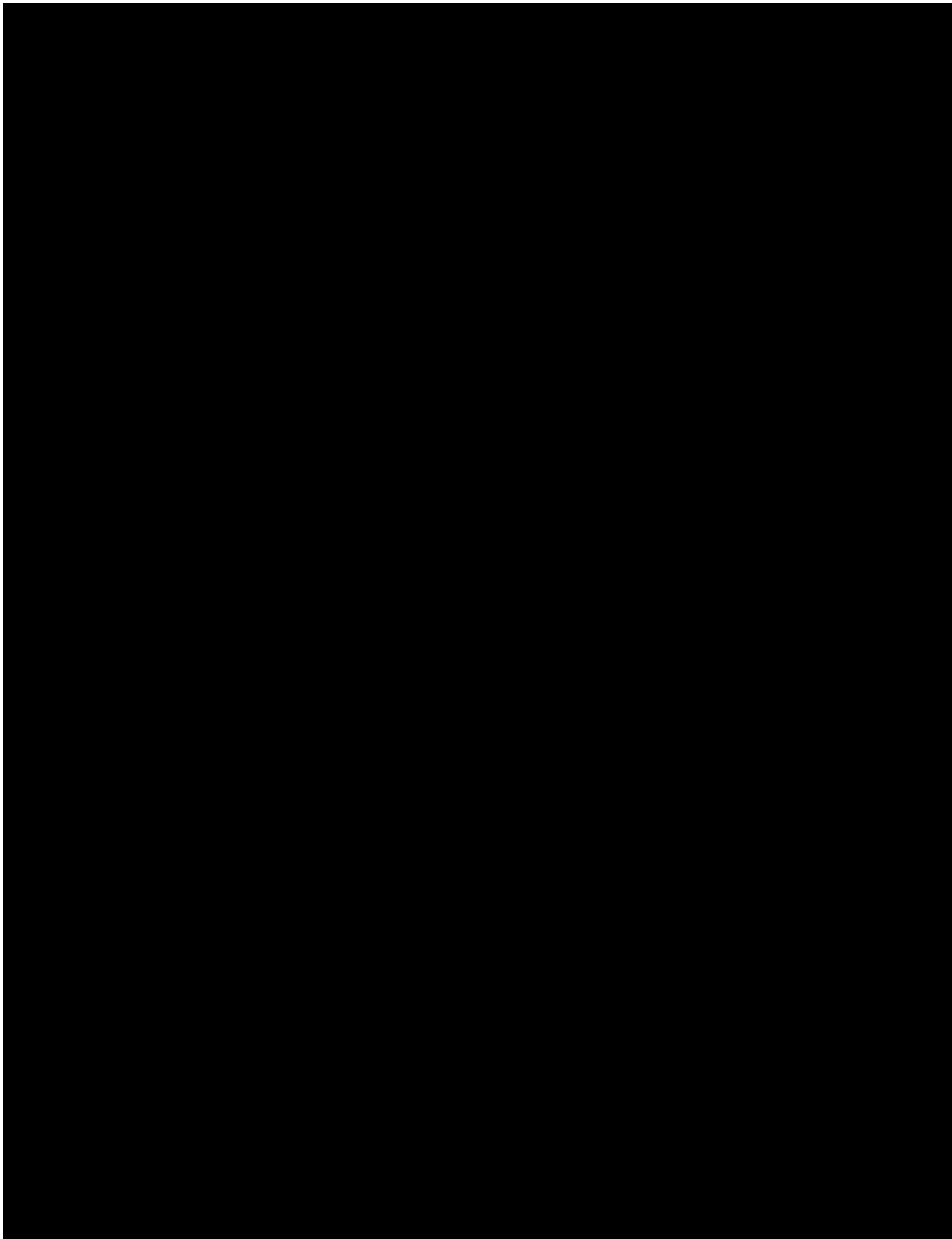
RFA APPENDIX G
*"ADDITIONAL
INFORMATION"*¹

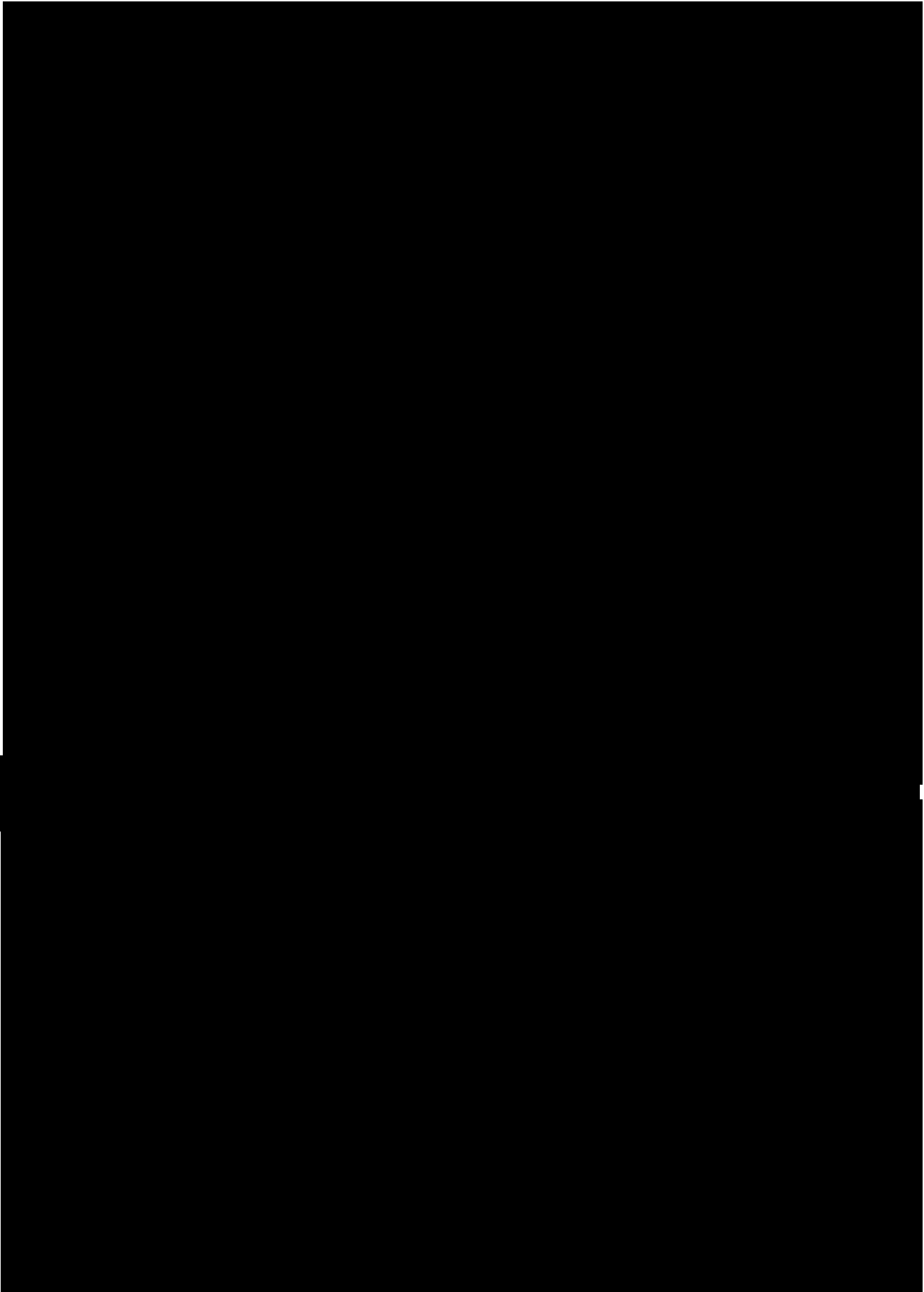


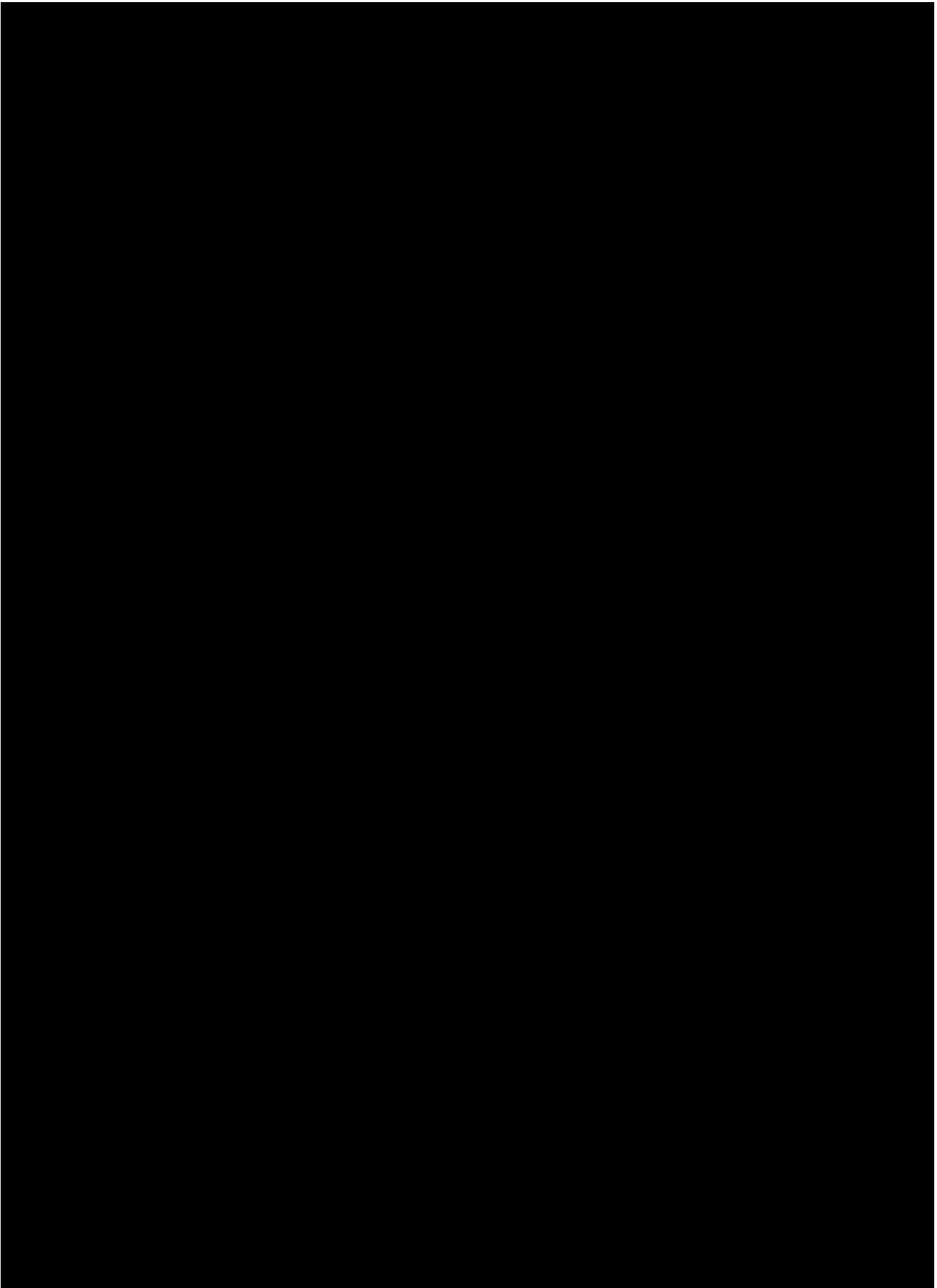
1. All information in this section is offered voluntarily, above and beyond the RFA requirements in order to demonstrate the level to which our business is prepared. We respectfully request that the DCP review team keep all information in this section from public purview under the same FOIA exemptions cited in the relevant sections of the RFA Appendices A-F. Additionally we provide extensive policy and procedure documents which are strictly confidential. Each is marked "CONFIDENTIAL" in the footer in red font. These are unredacted source documents offered in the spirit transparency to the DCP and must not be made public.

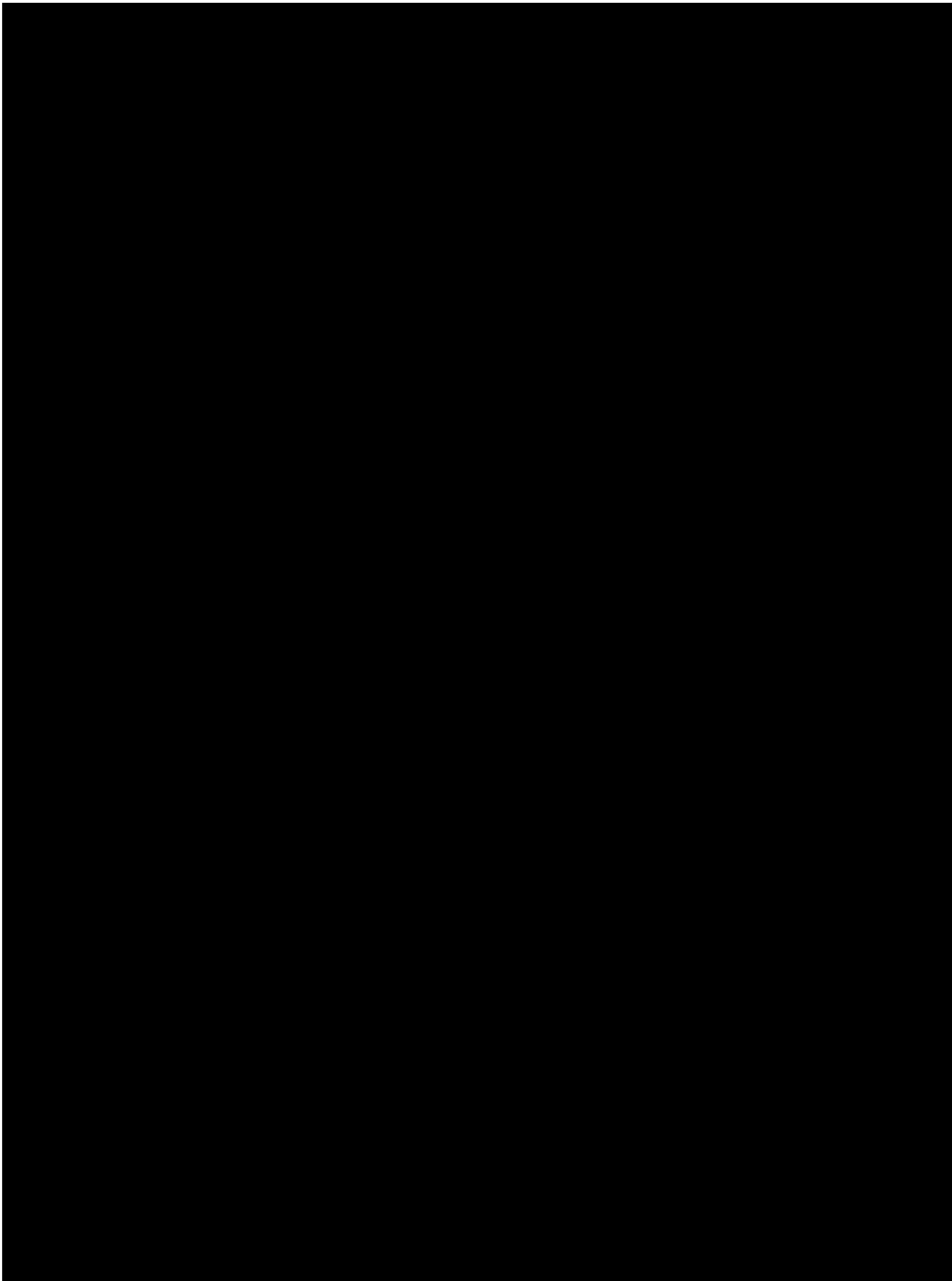


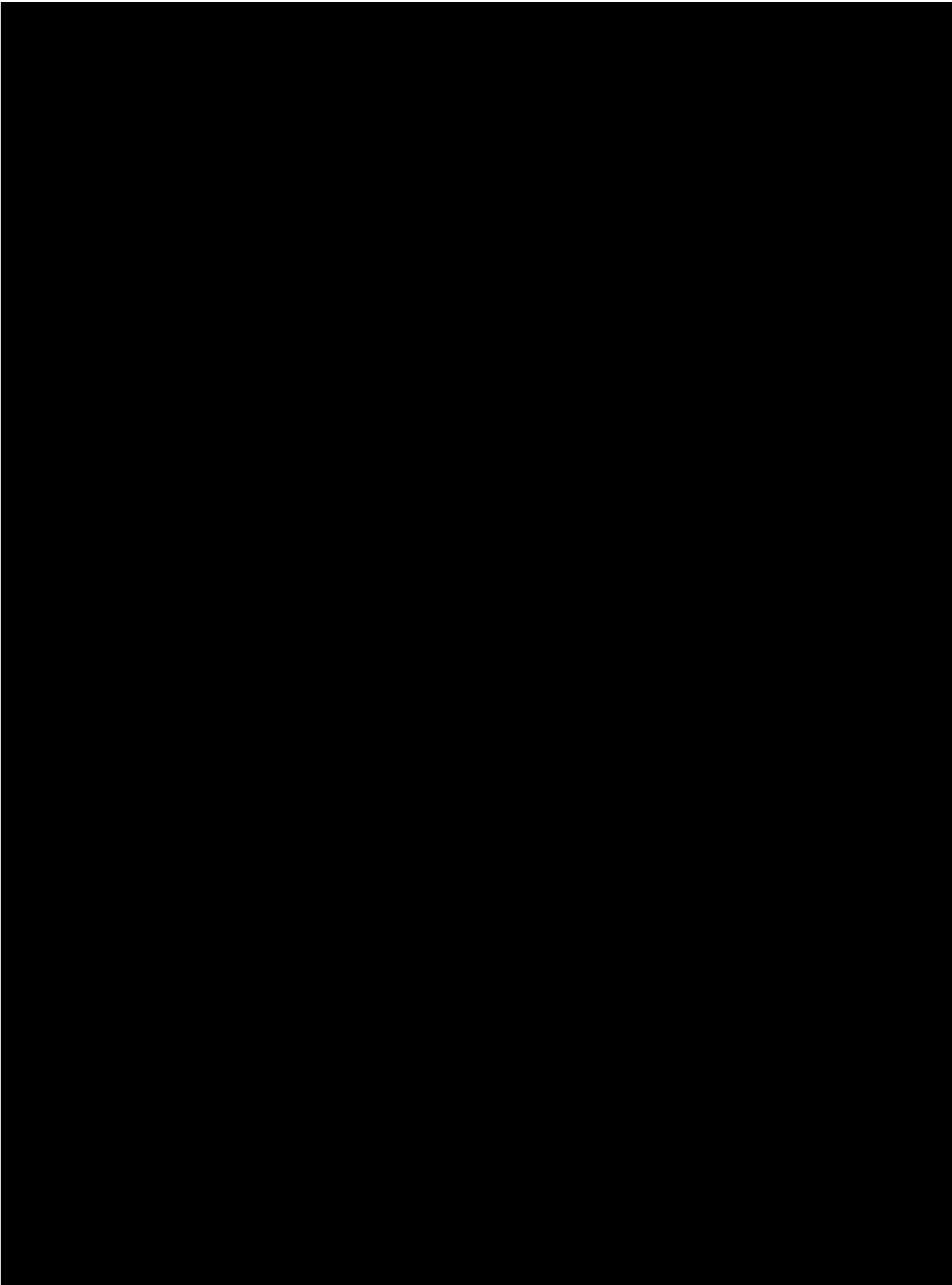


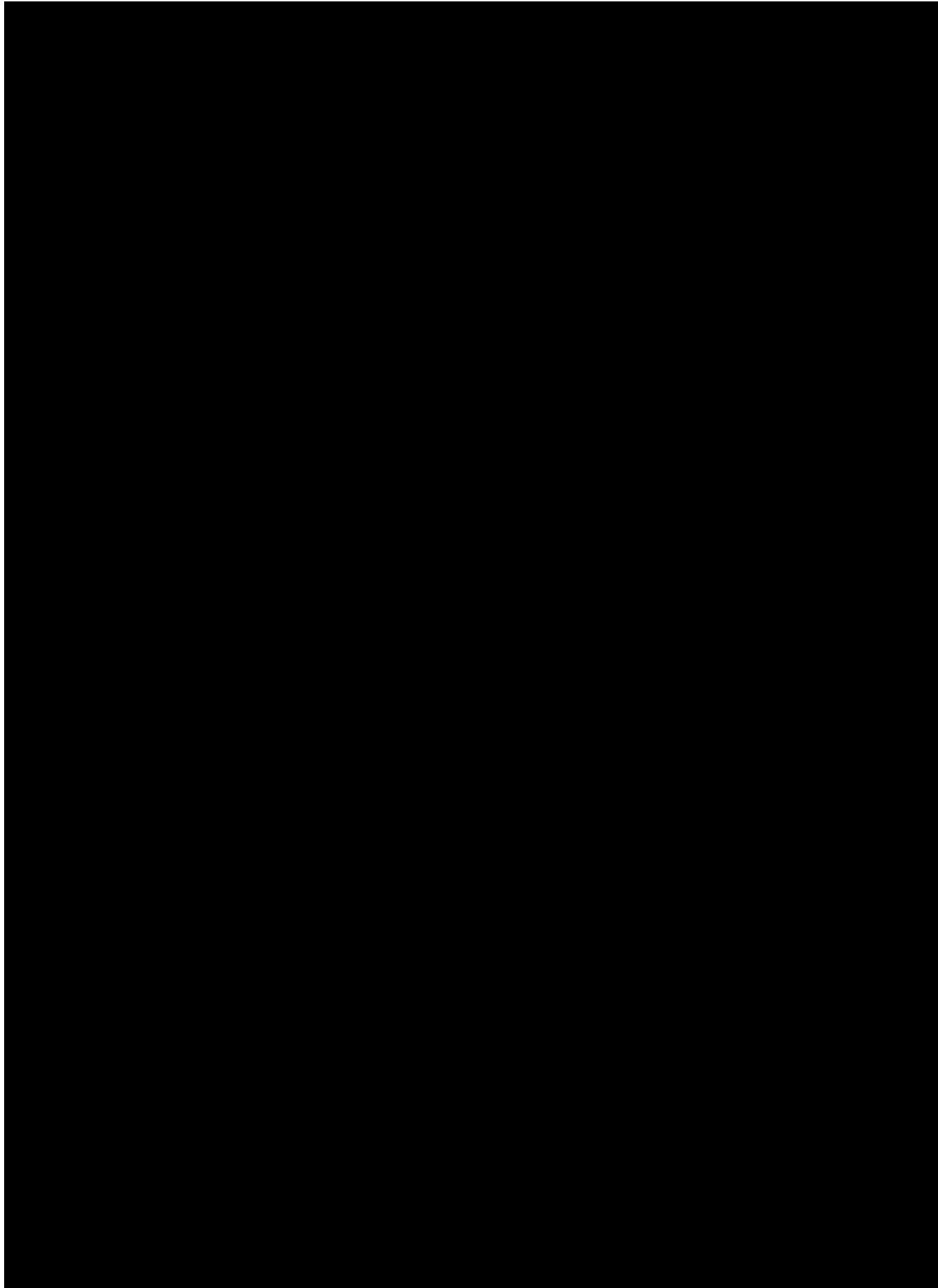


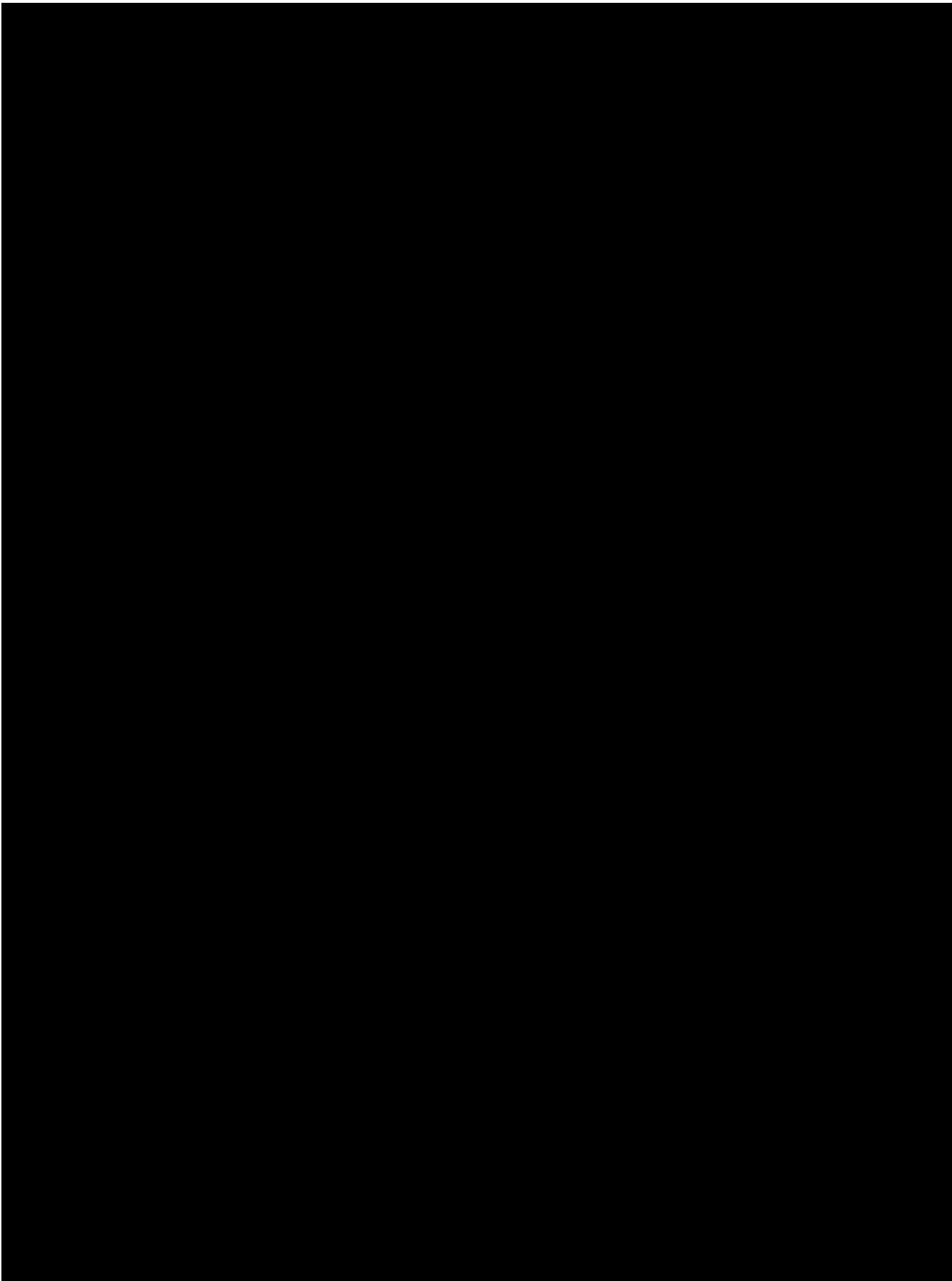


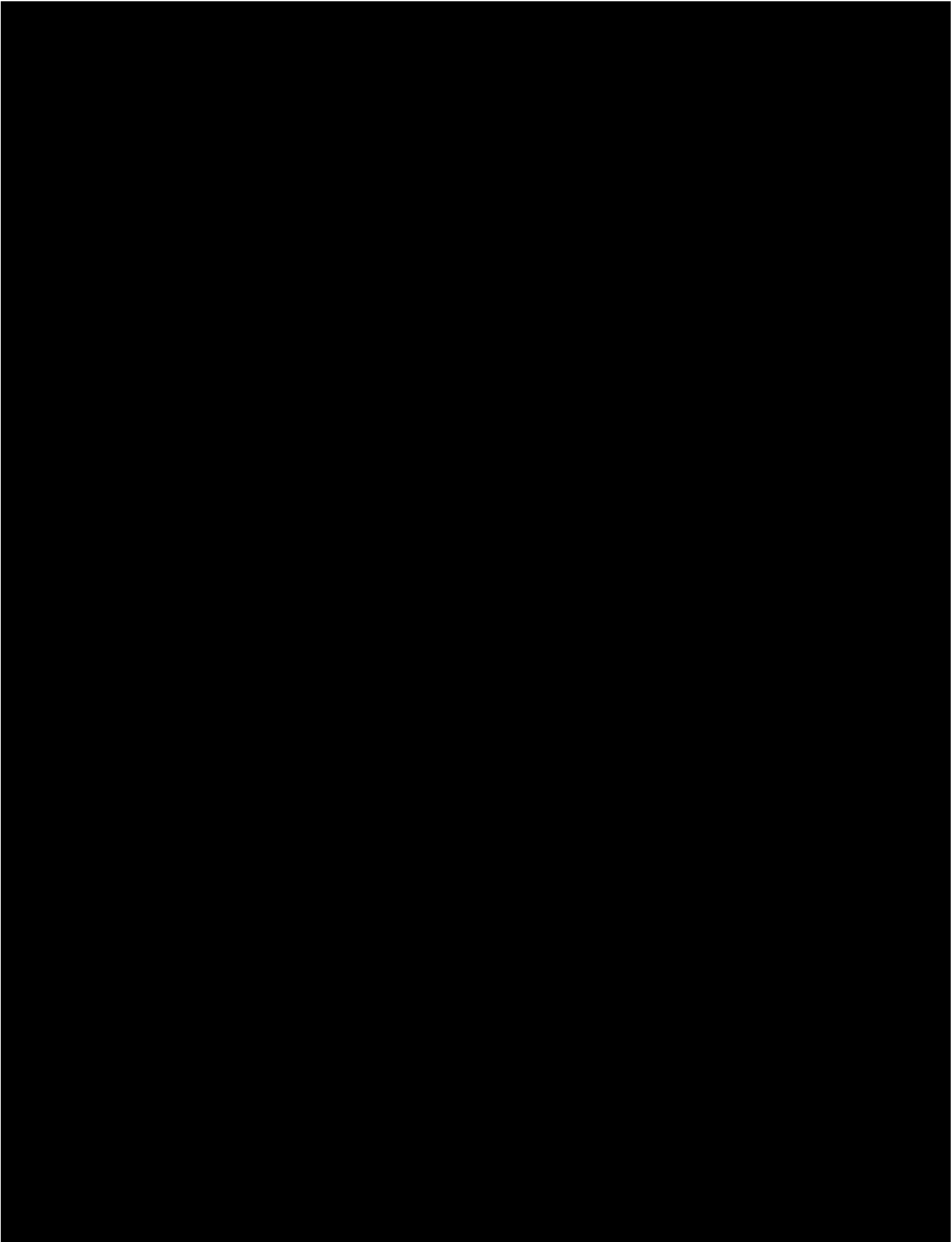


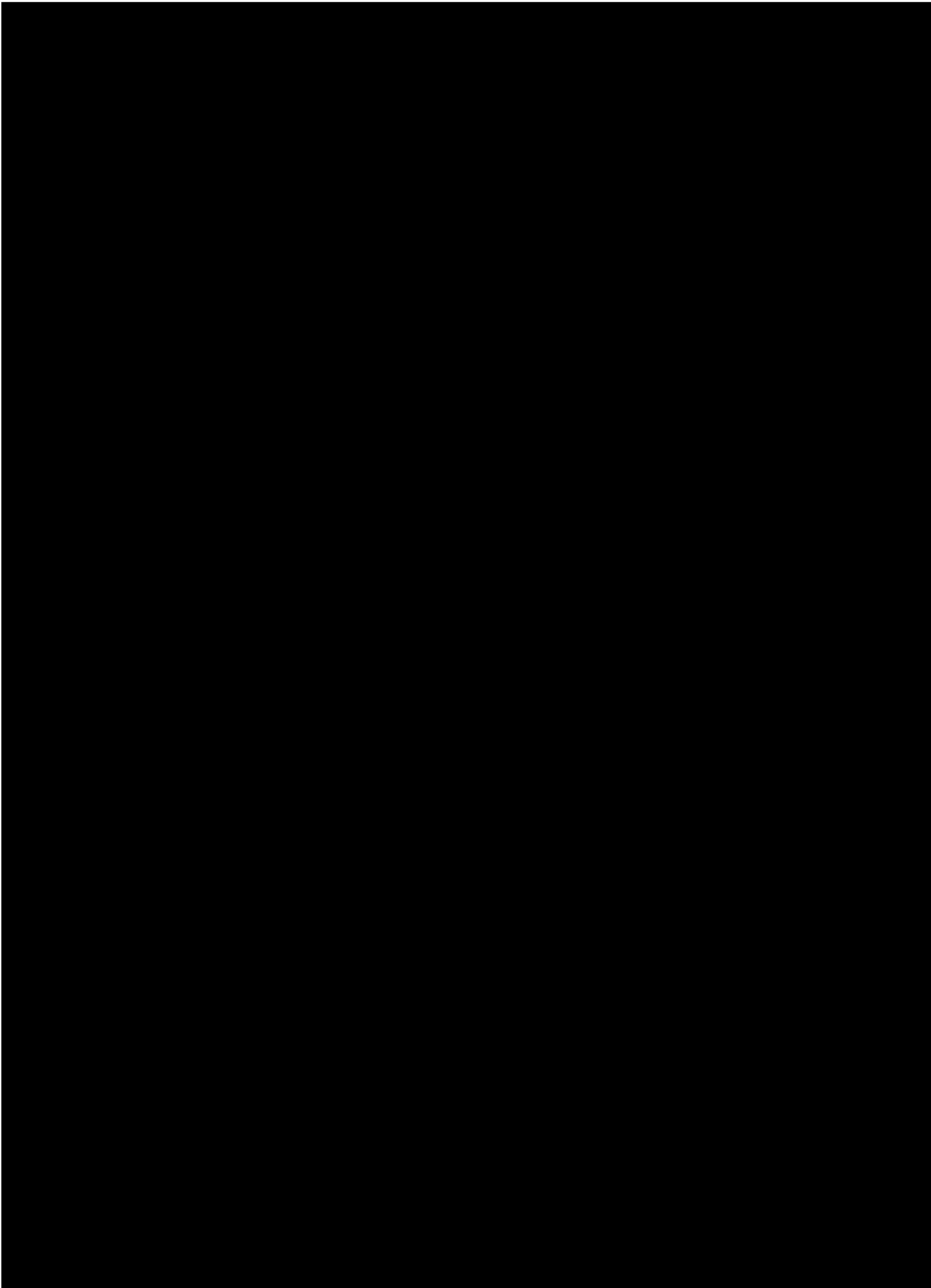


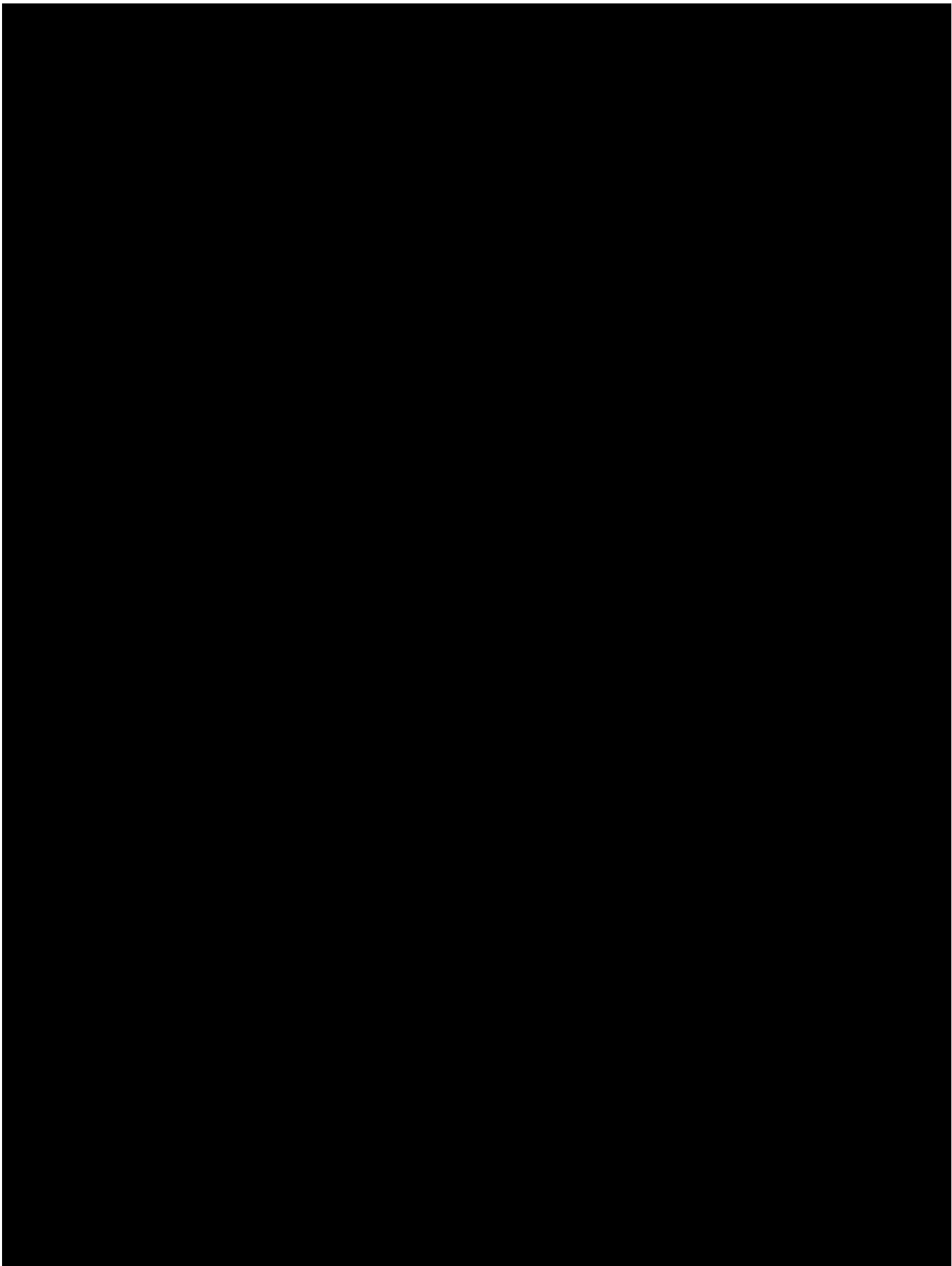


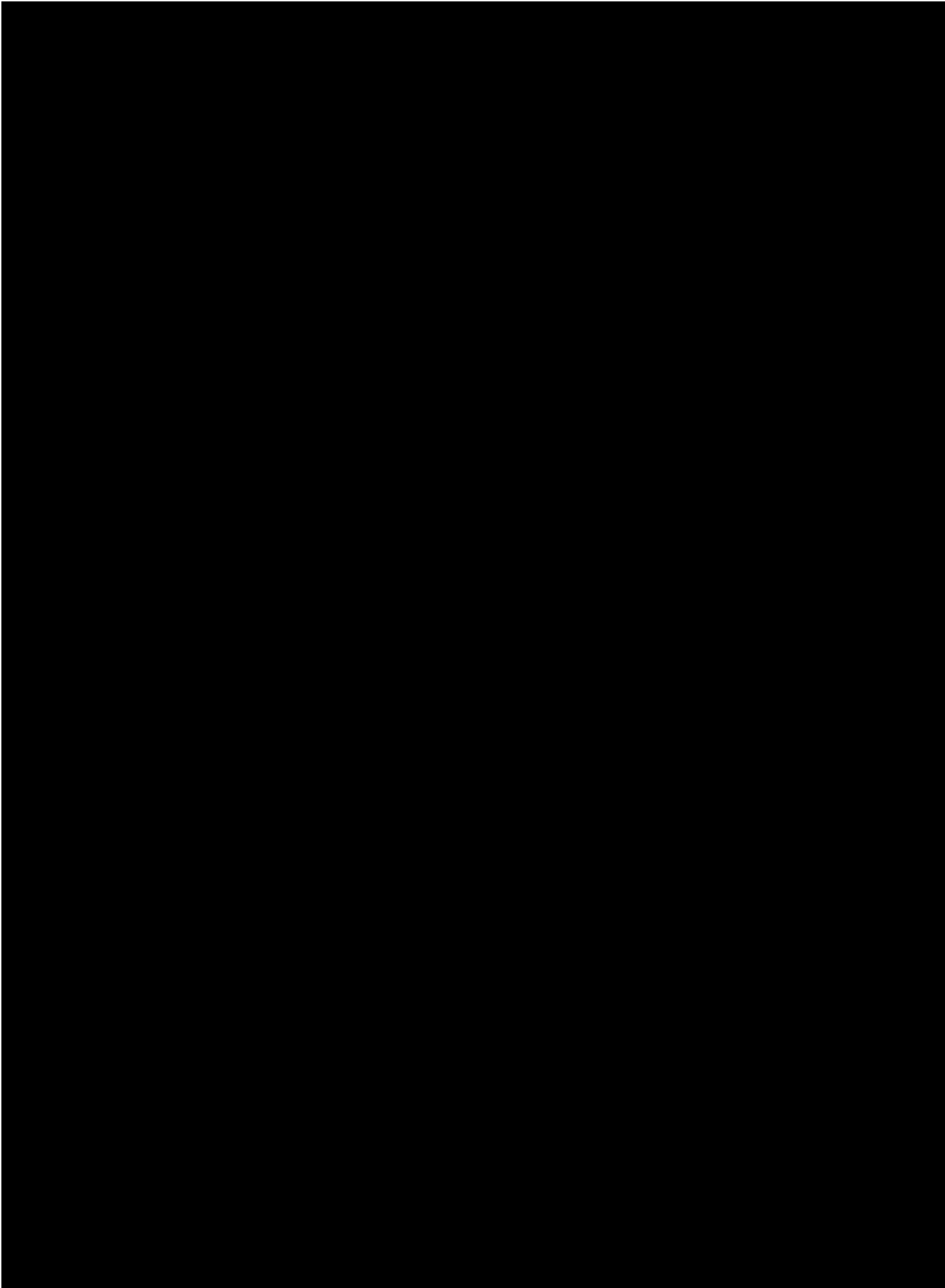


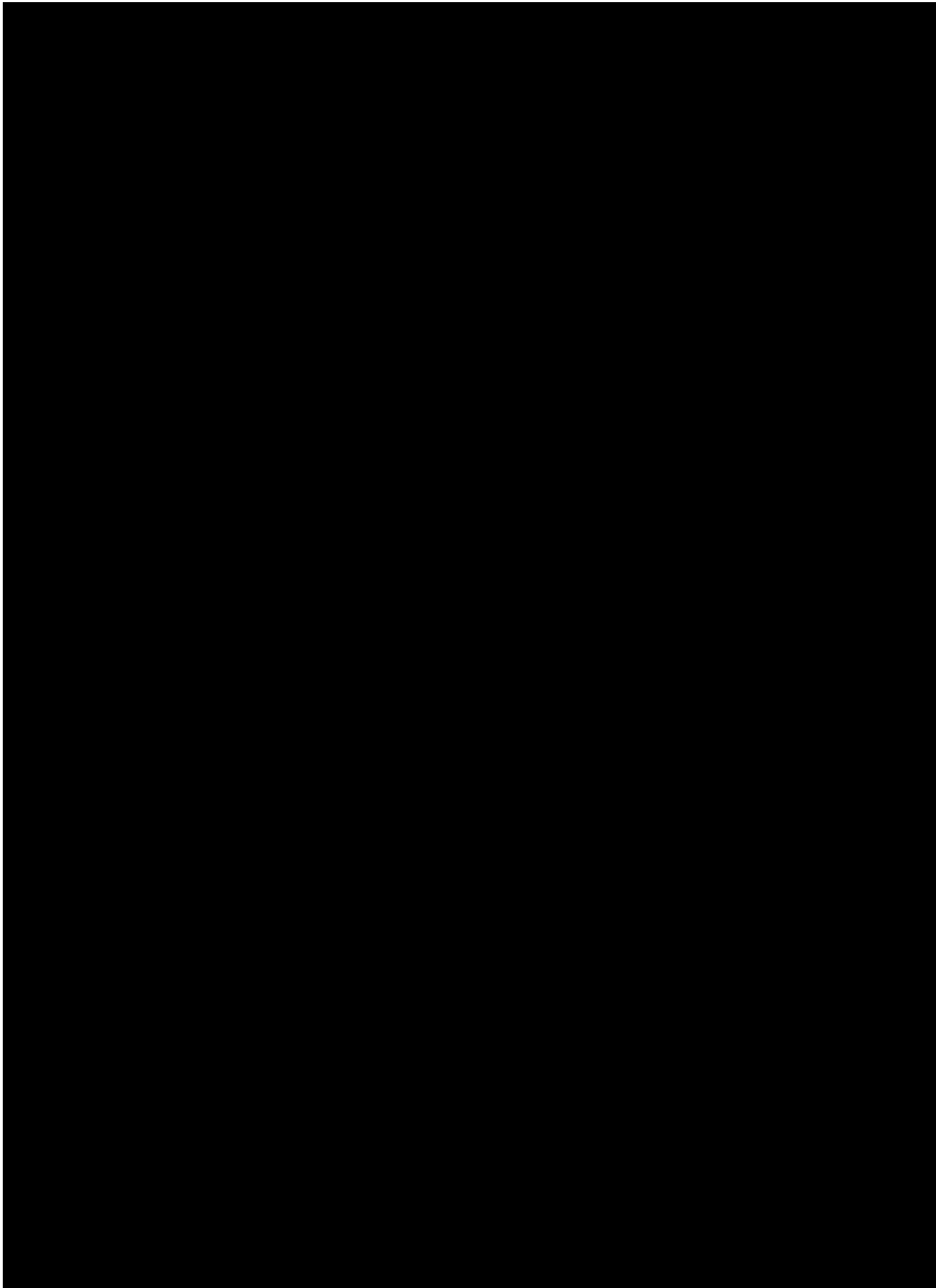


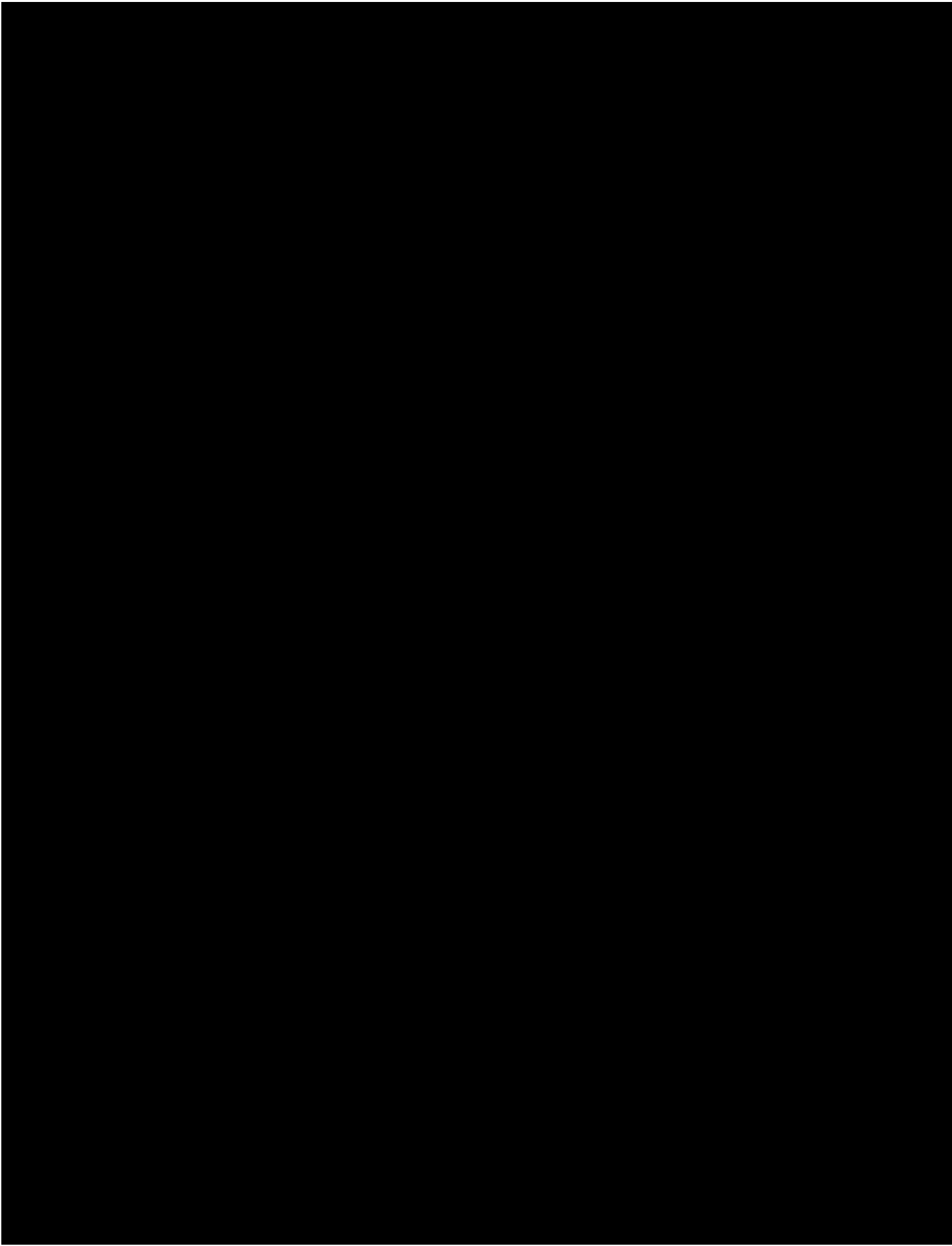


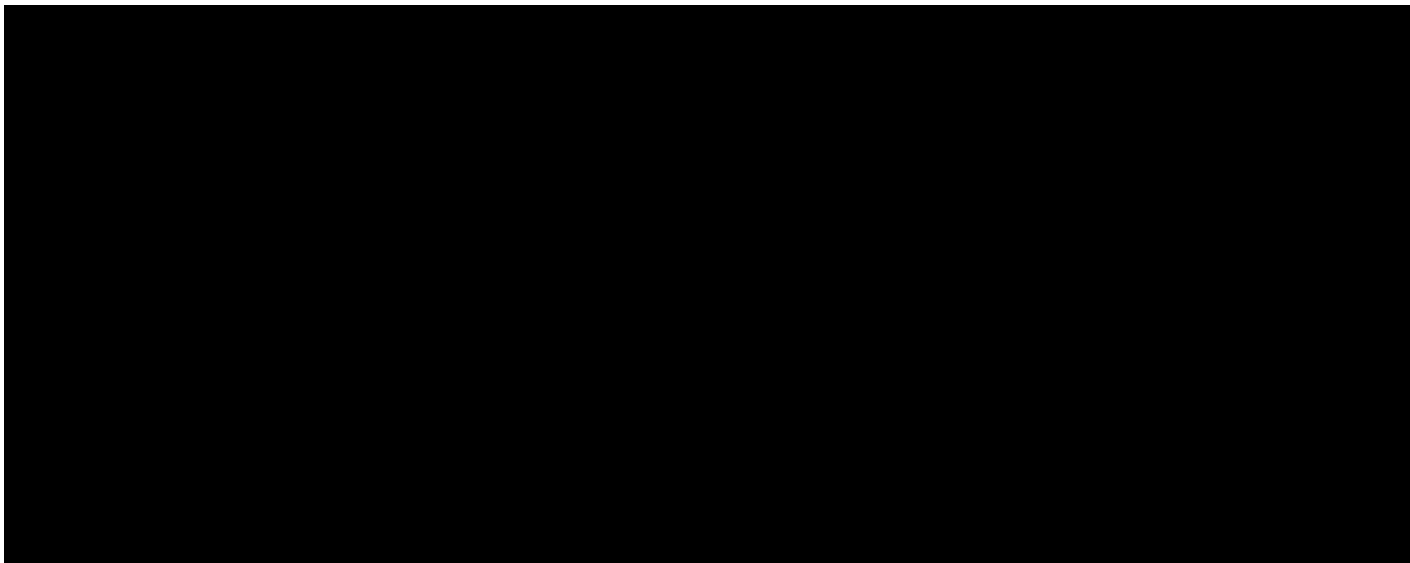


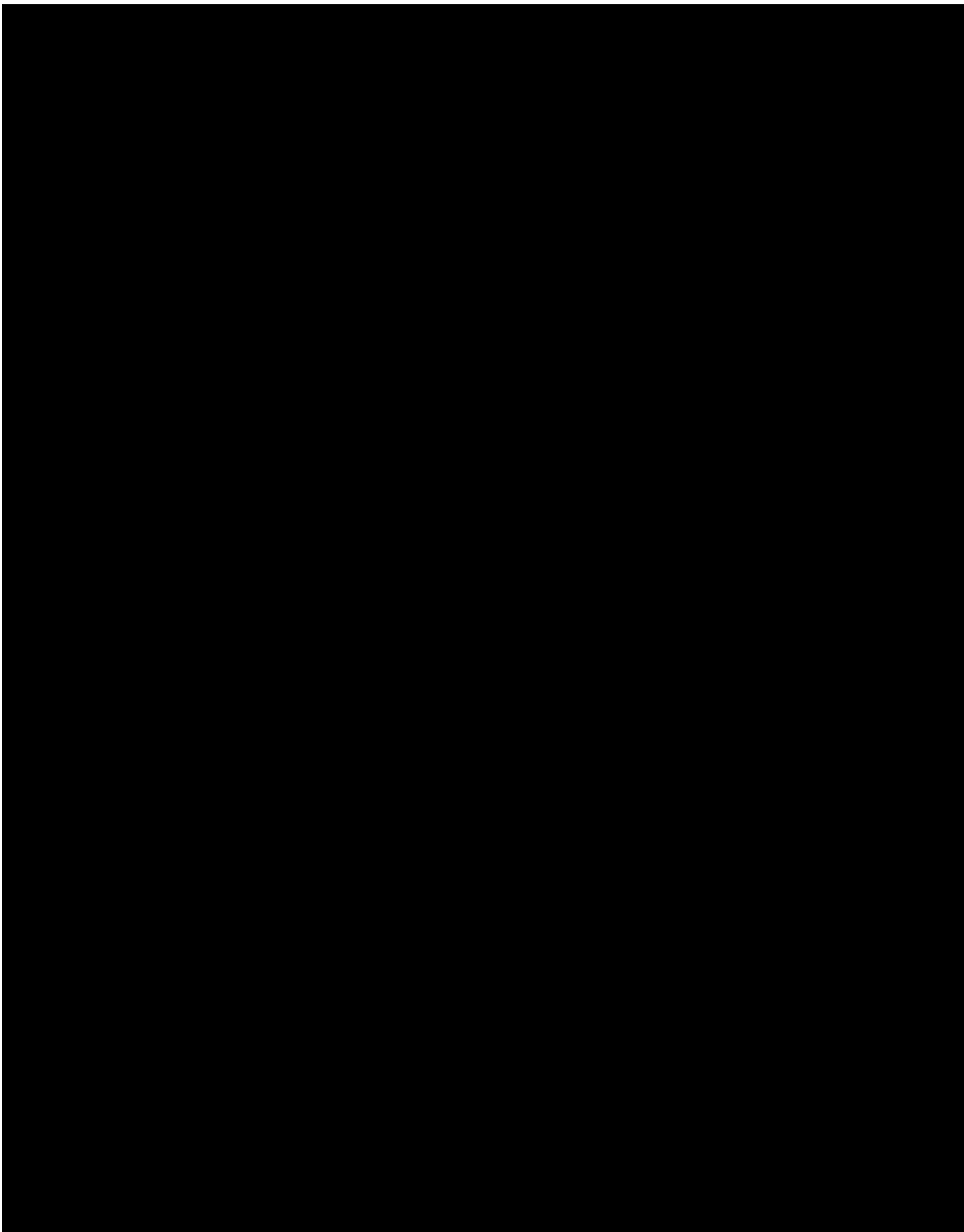


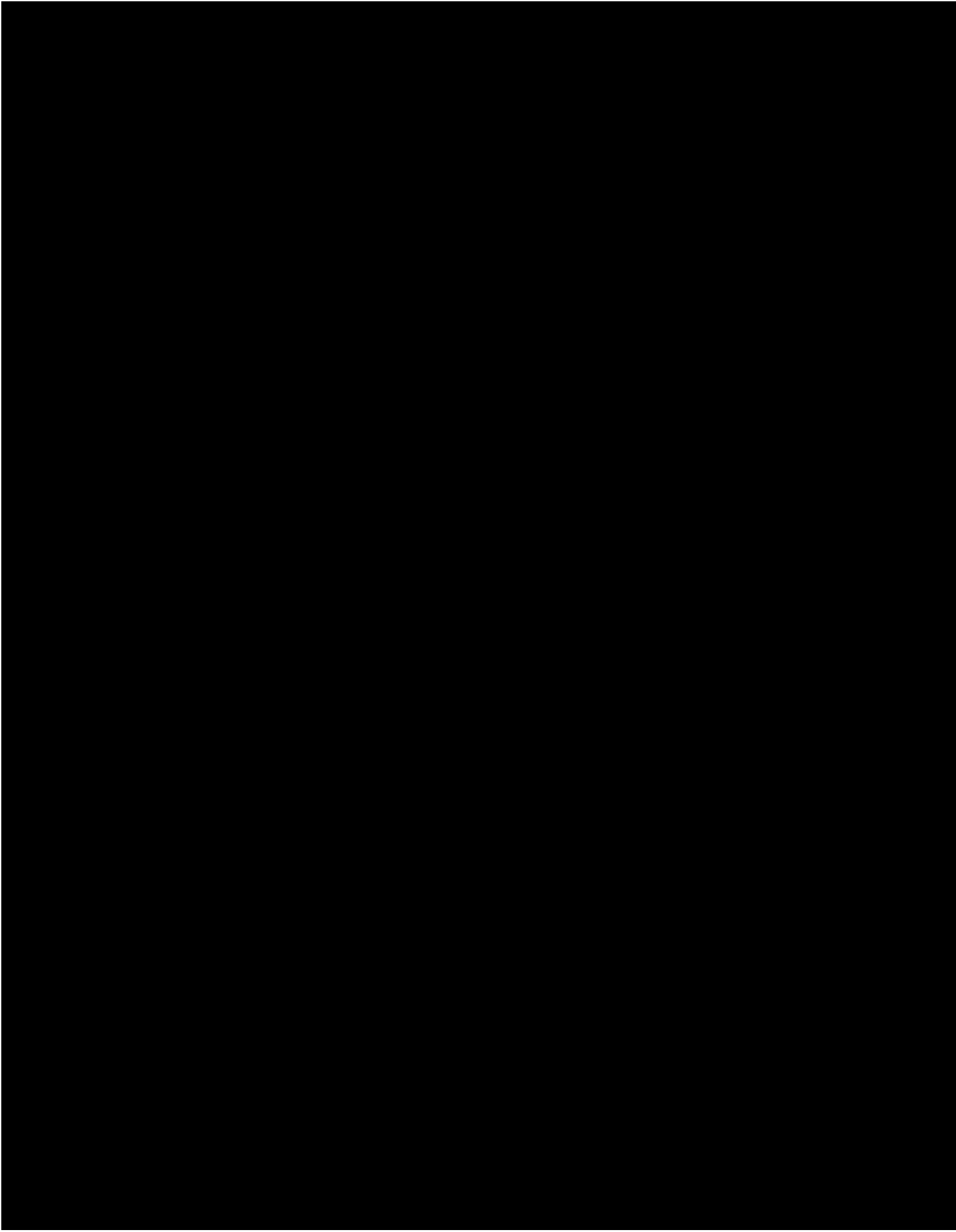


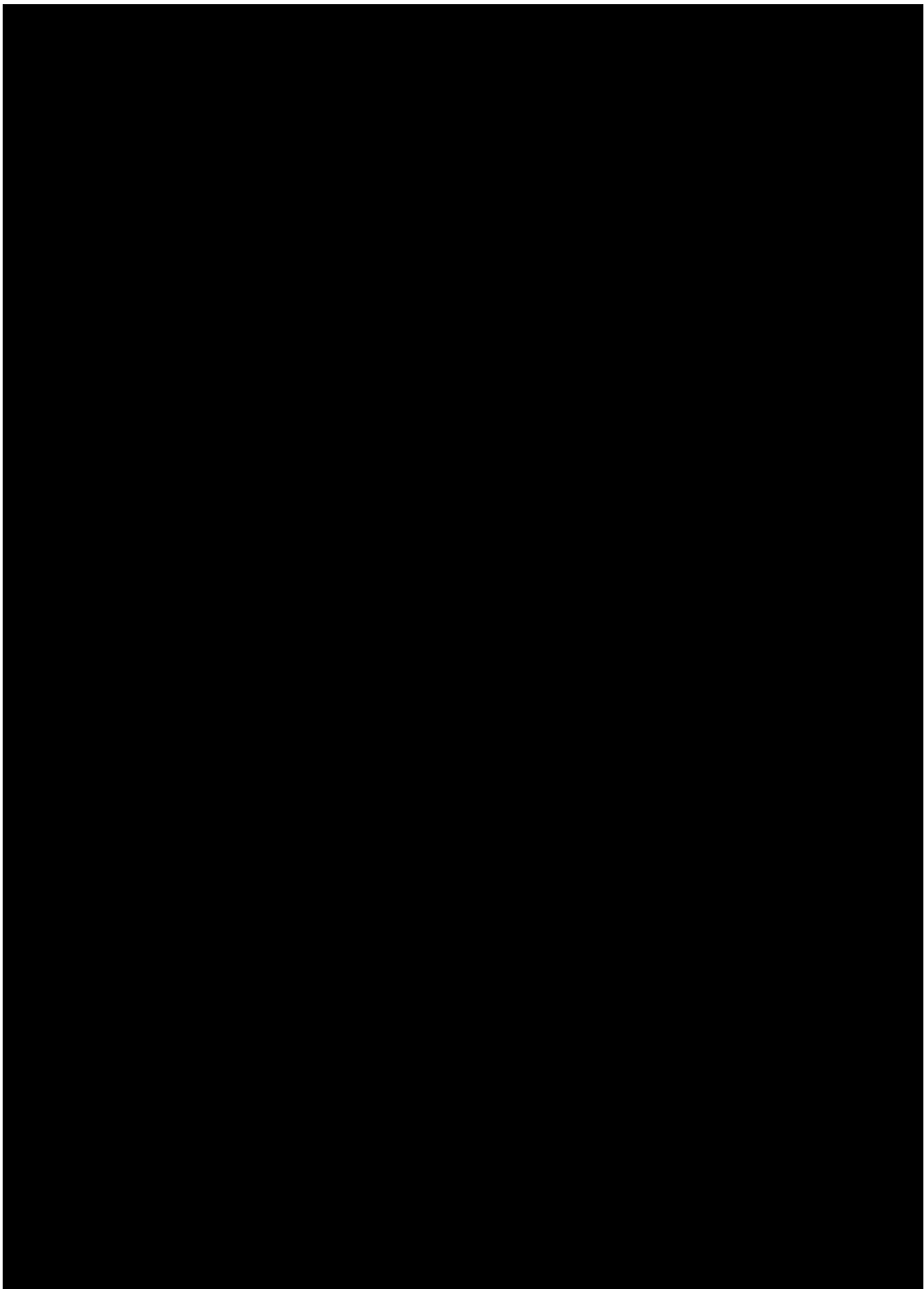


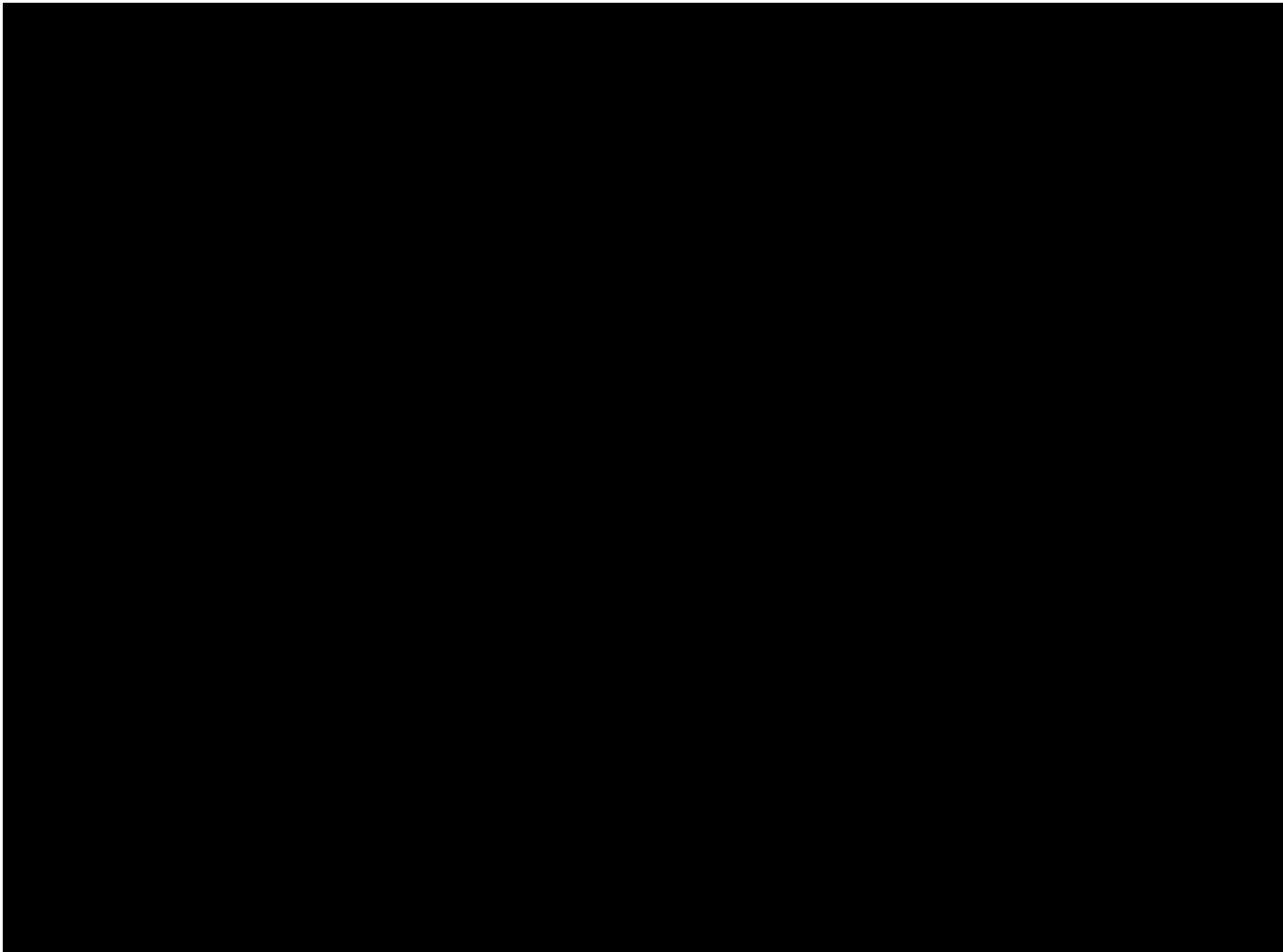


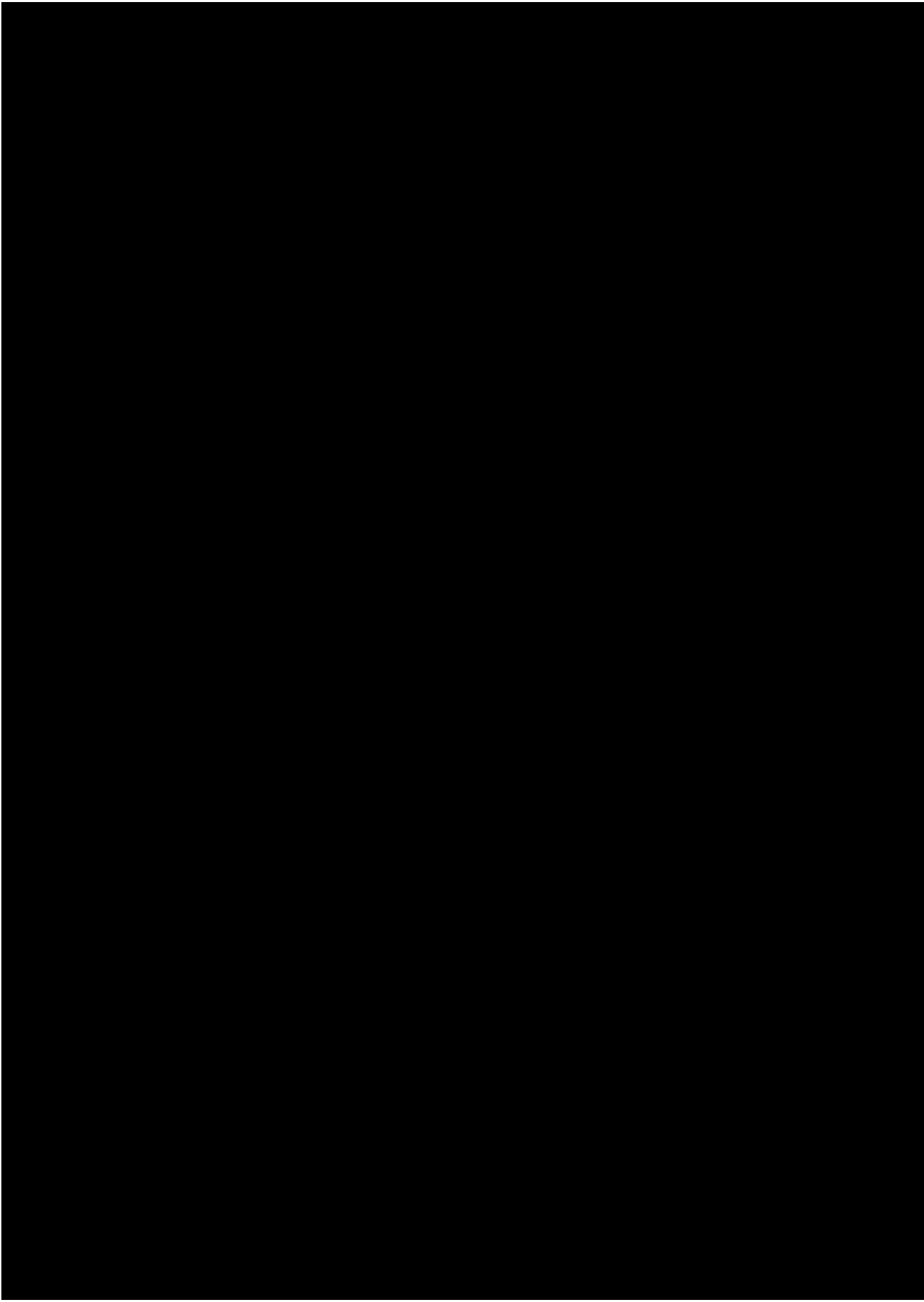


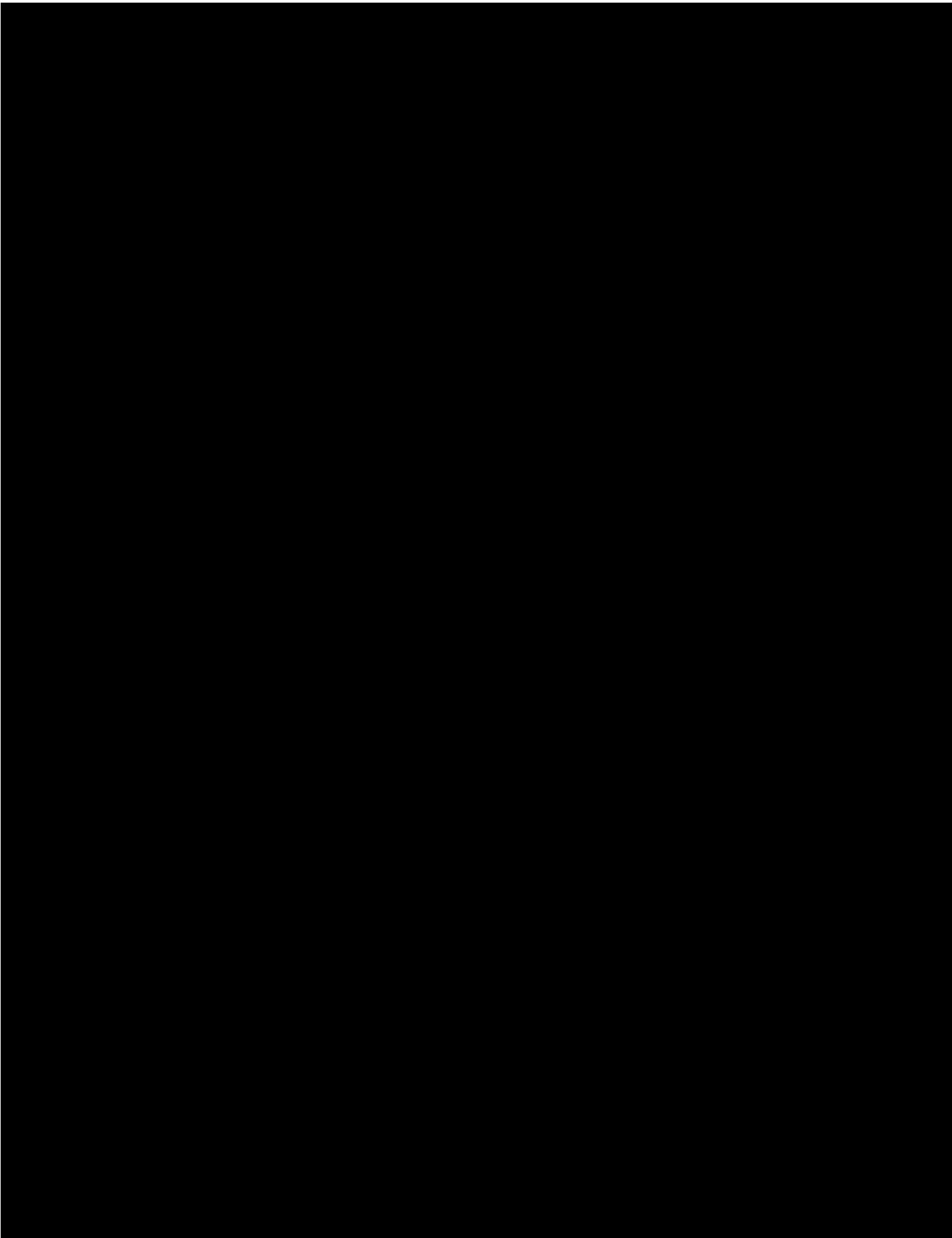


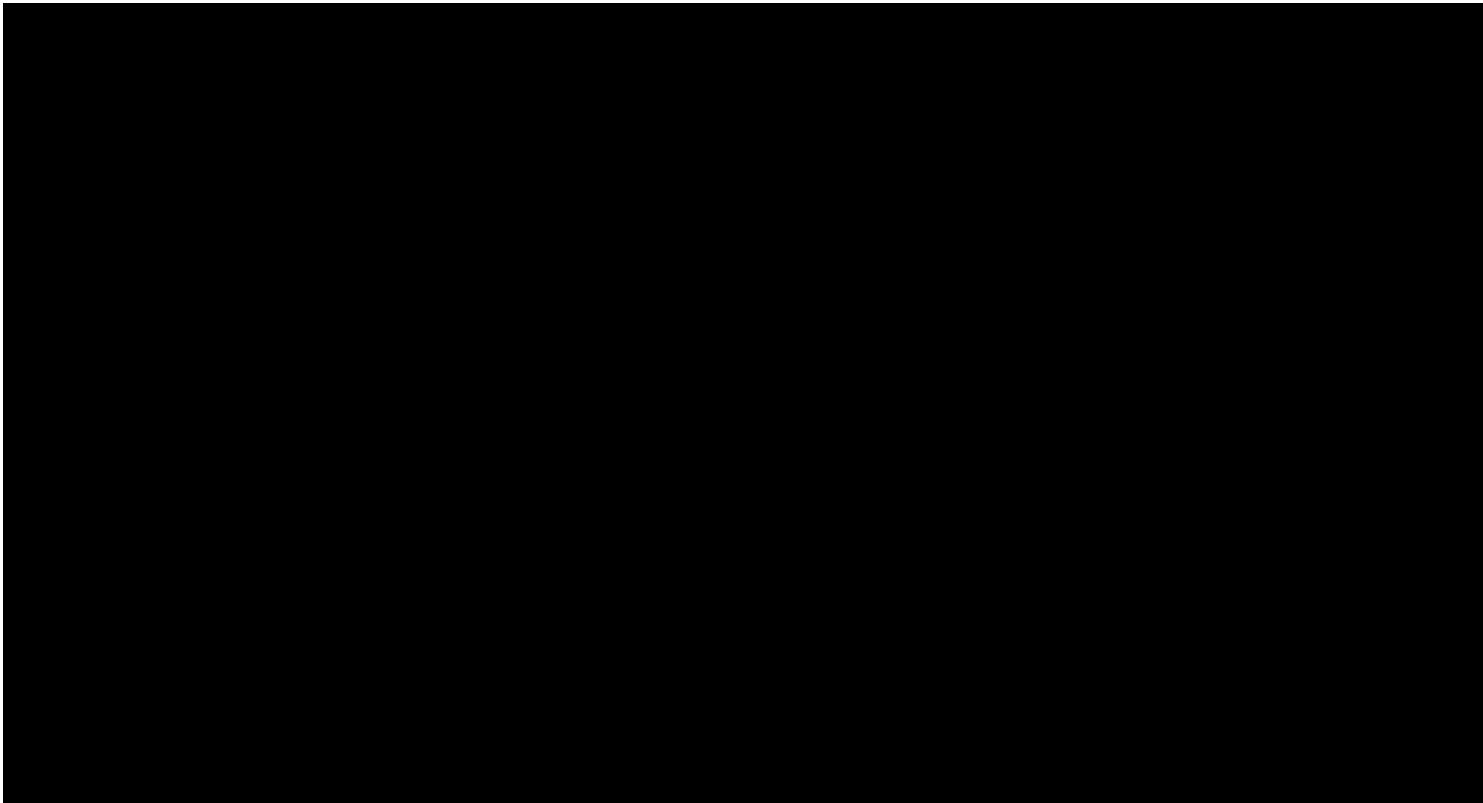


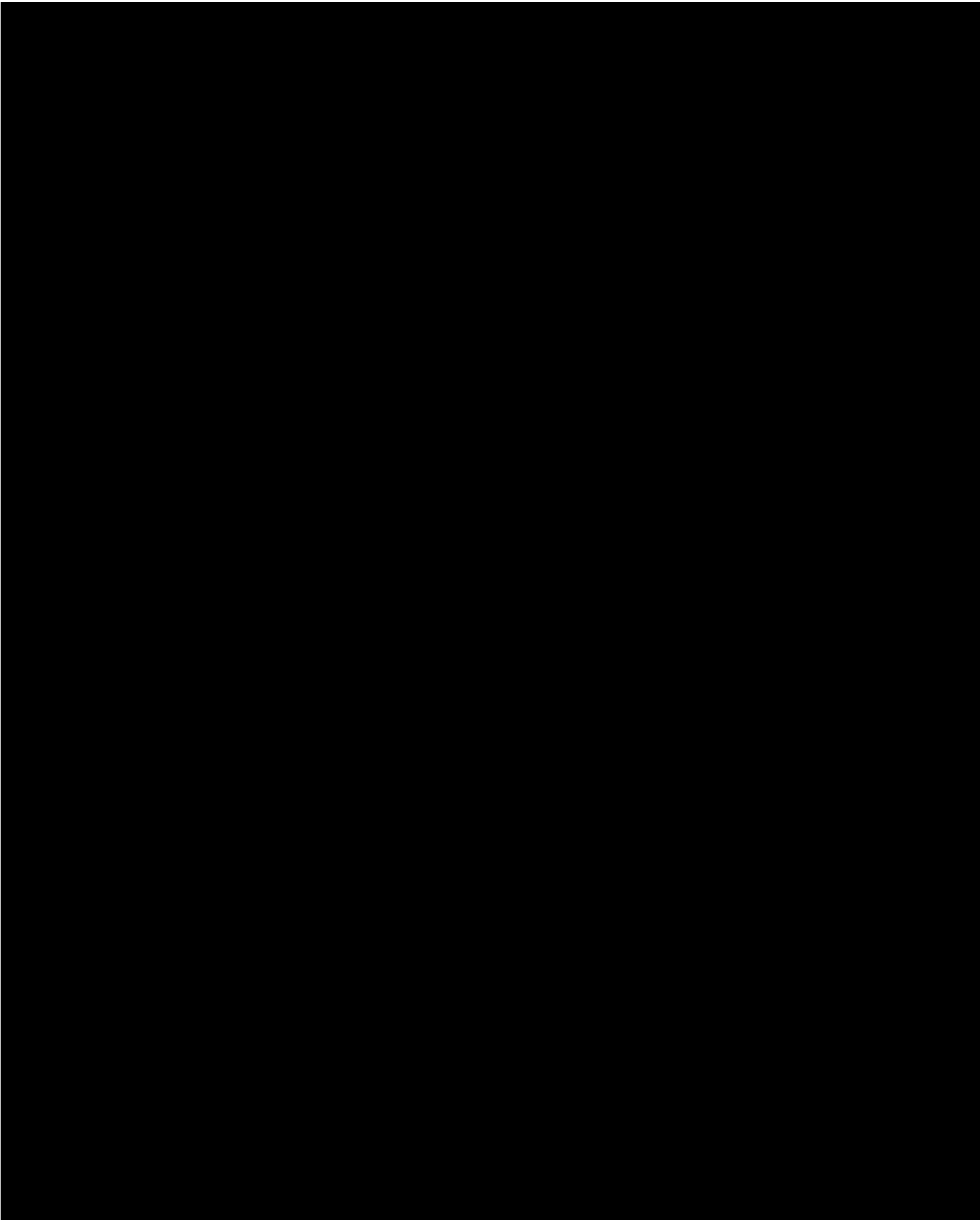


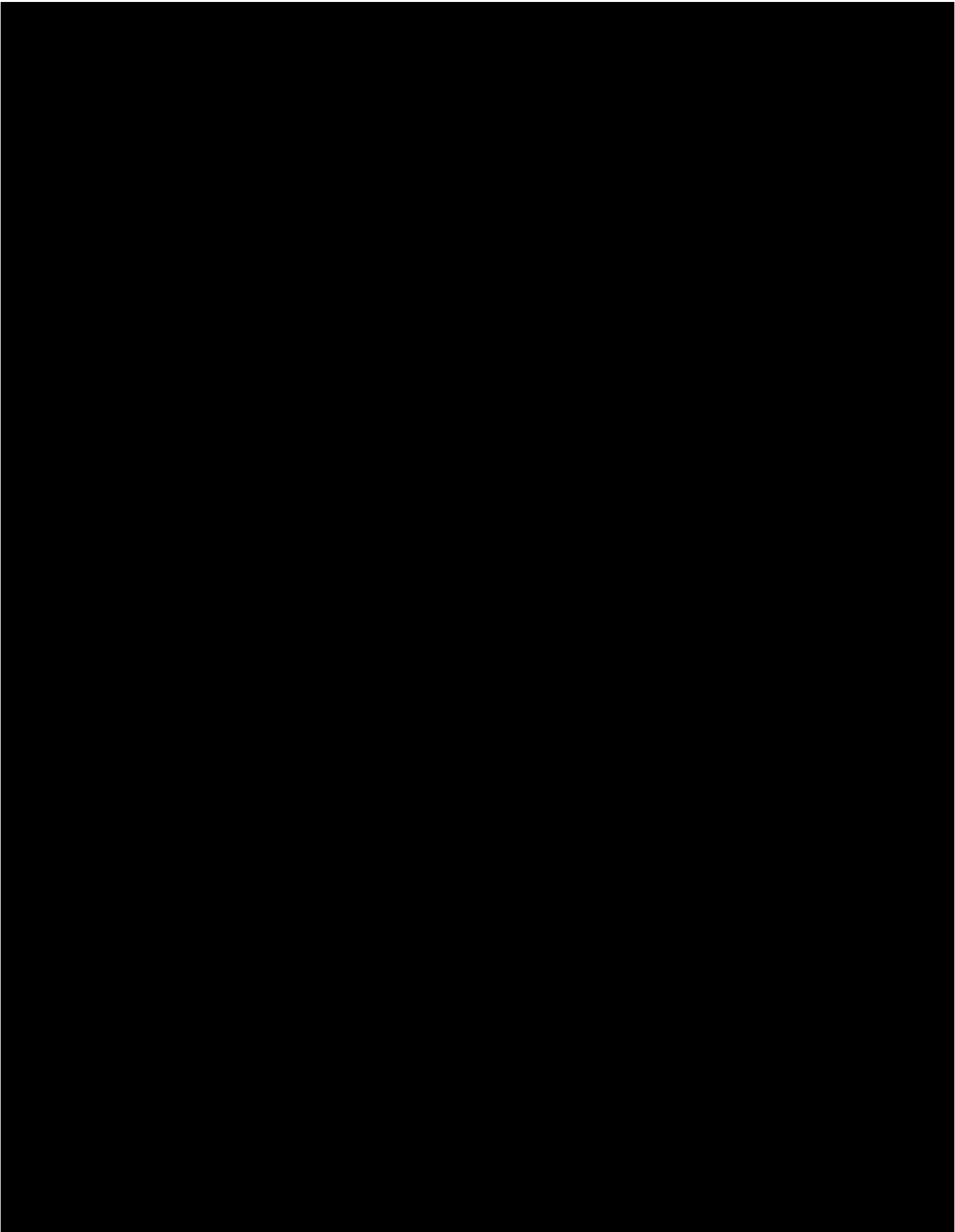


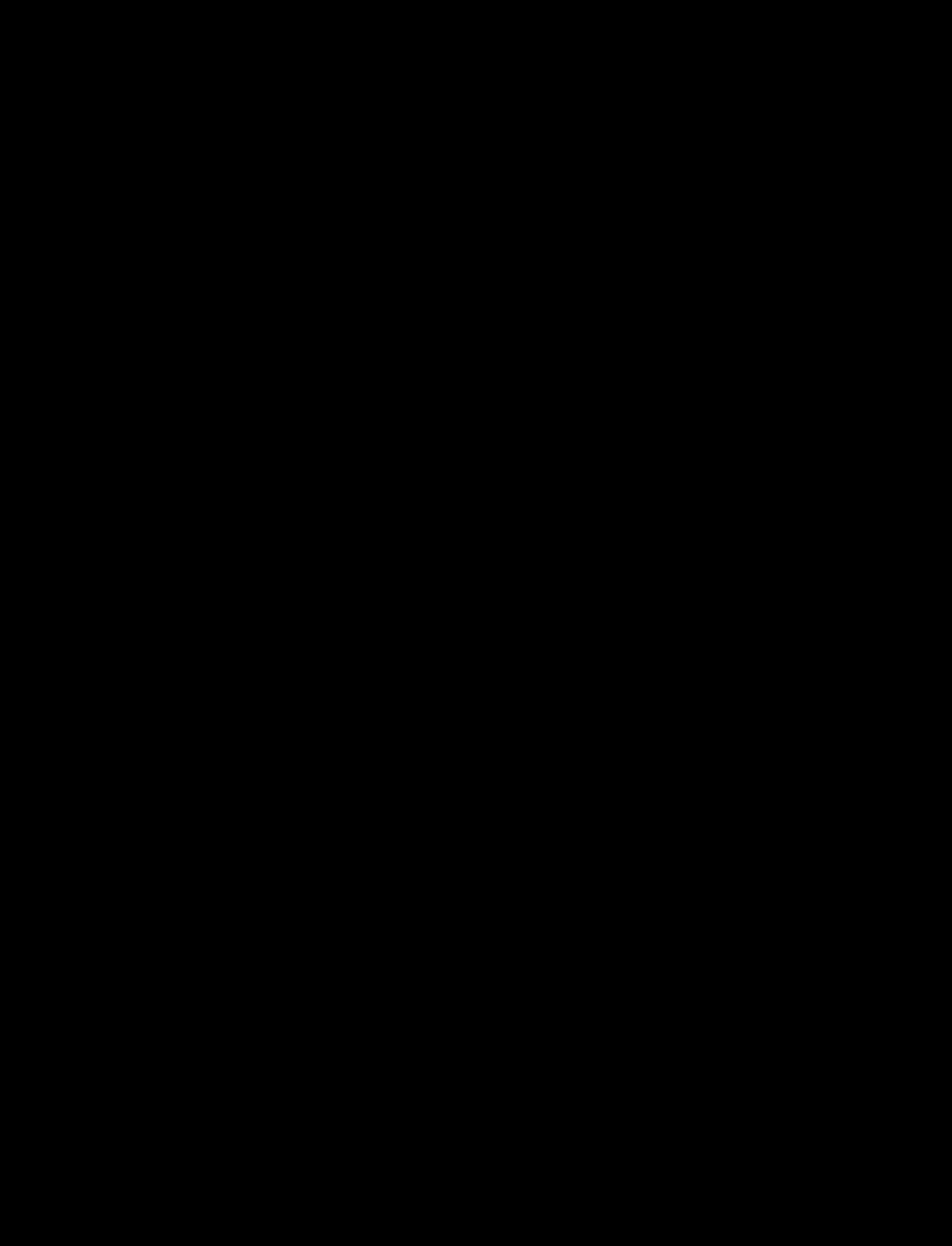


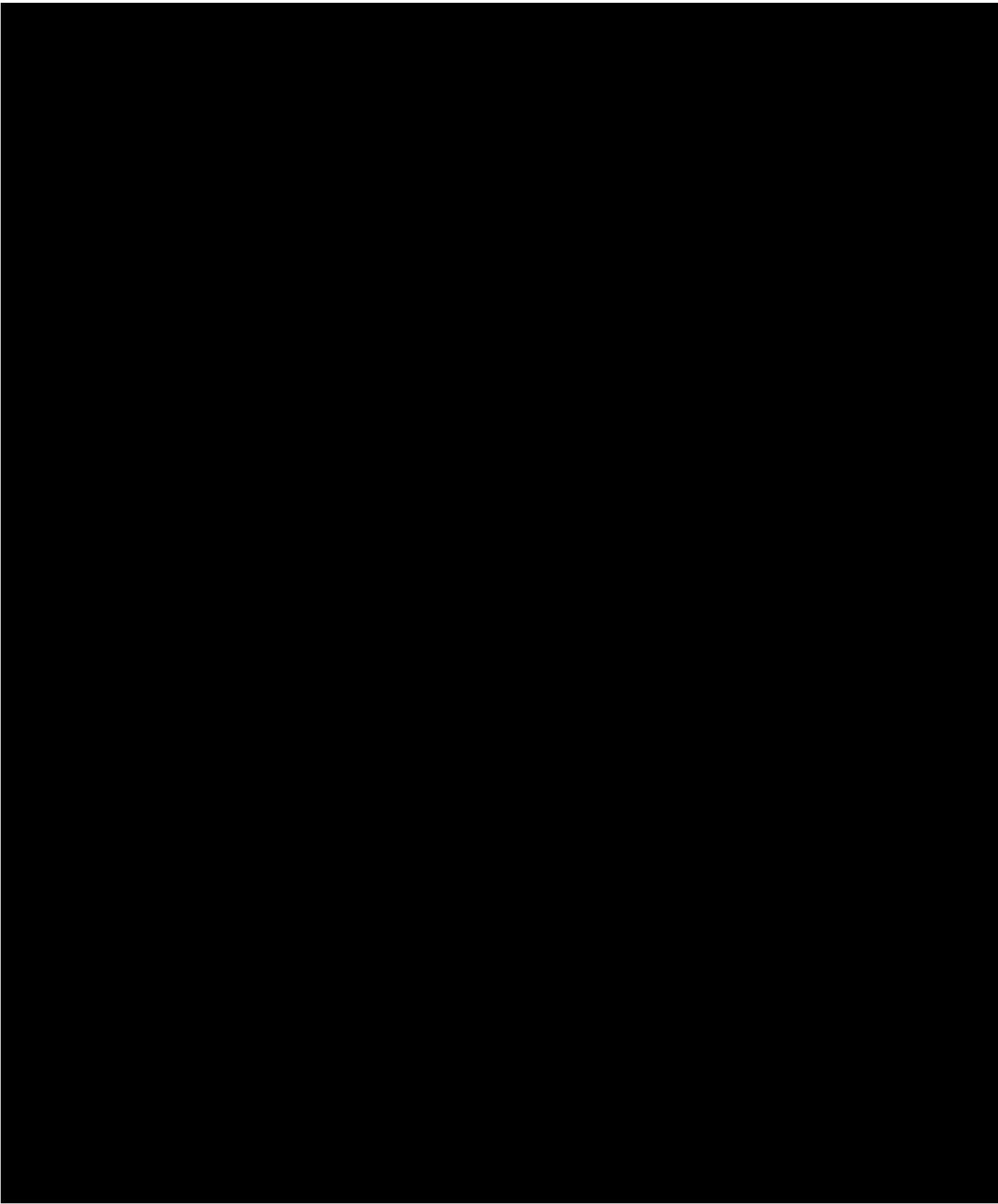


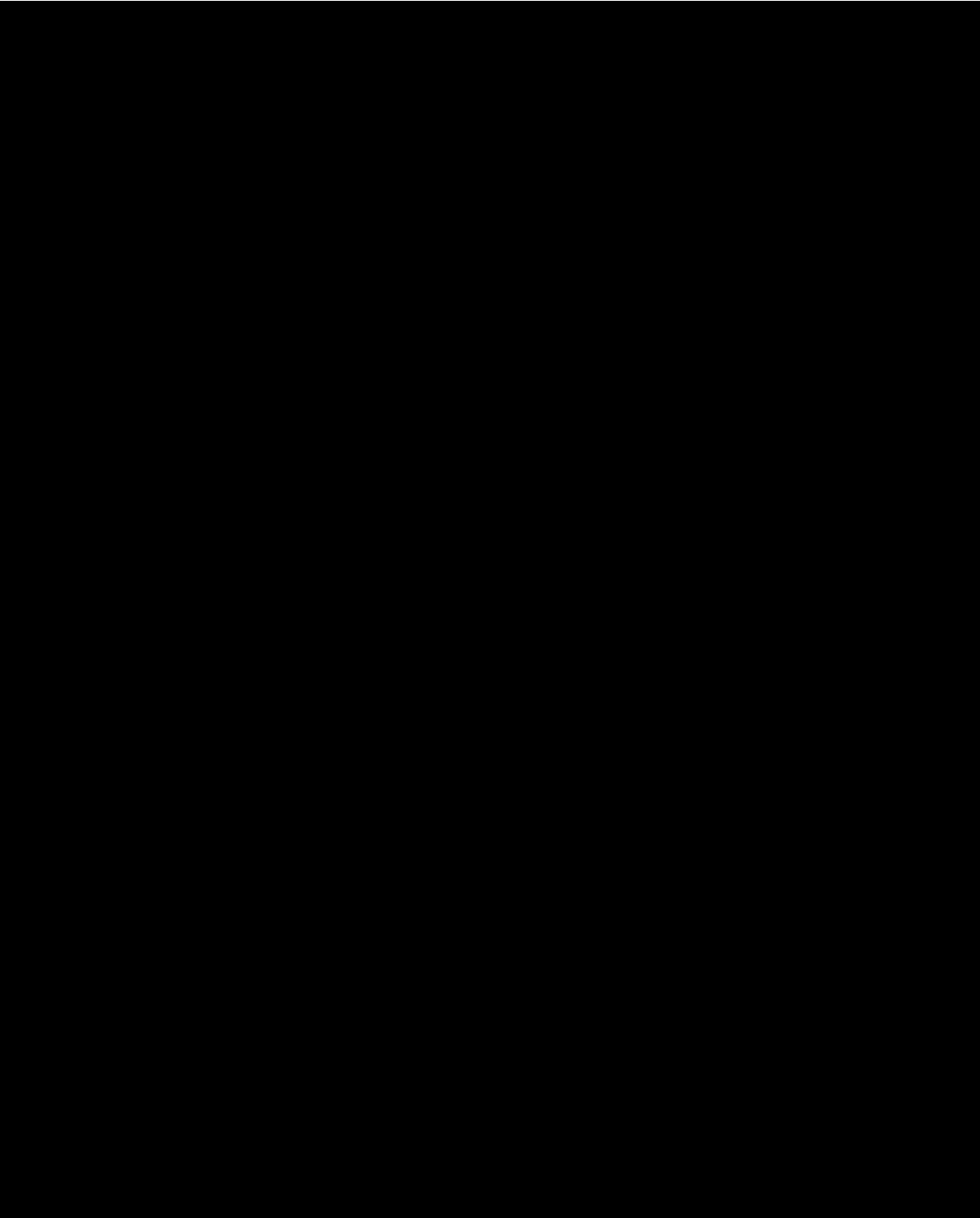


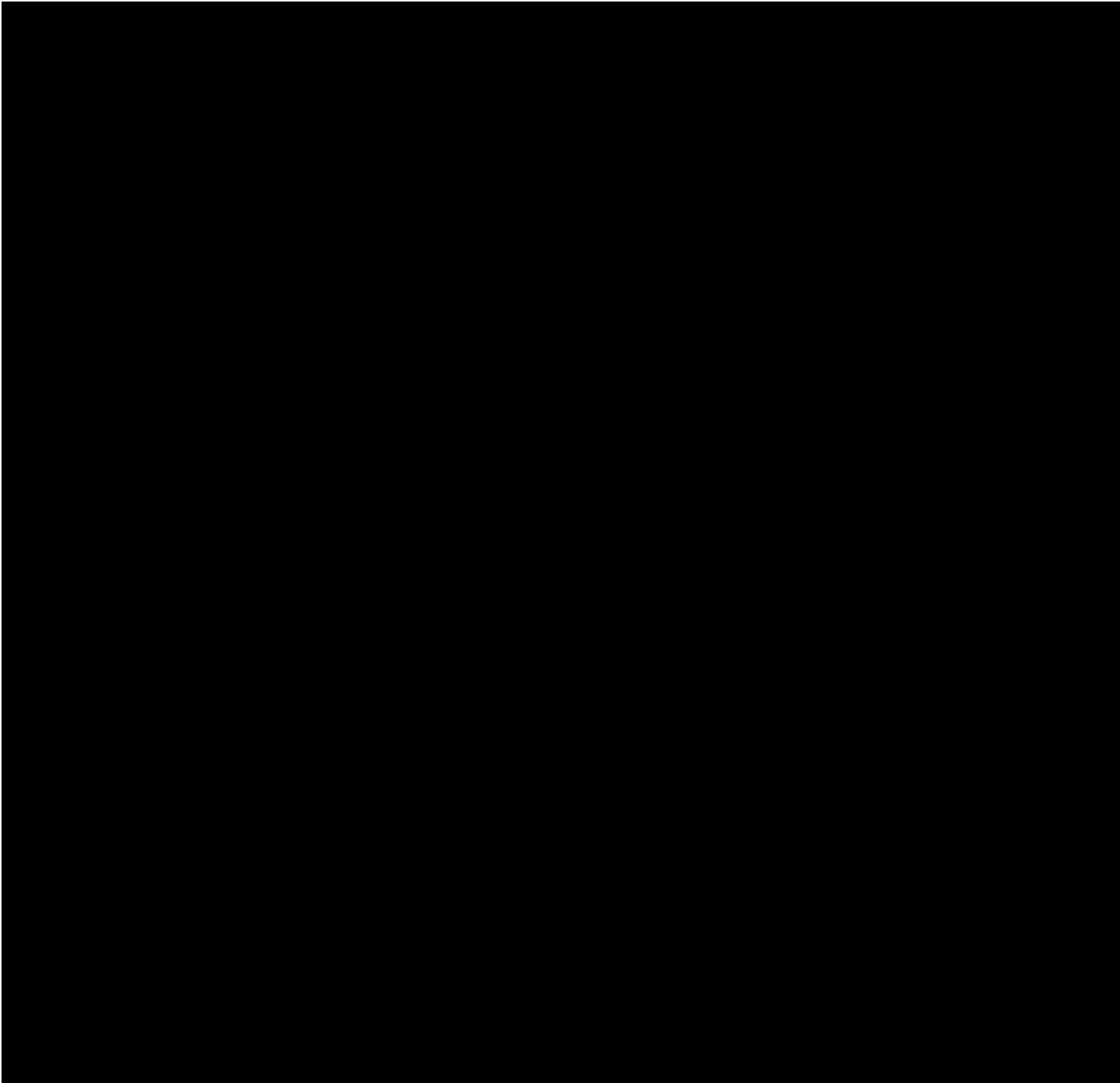


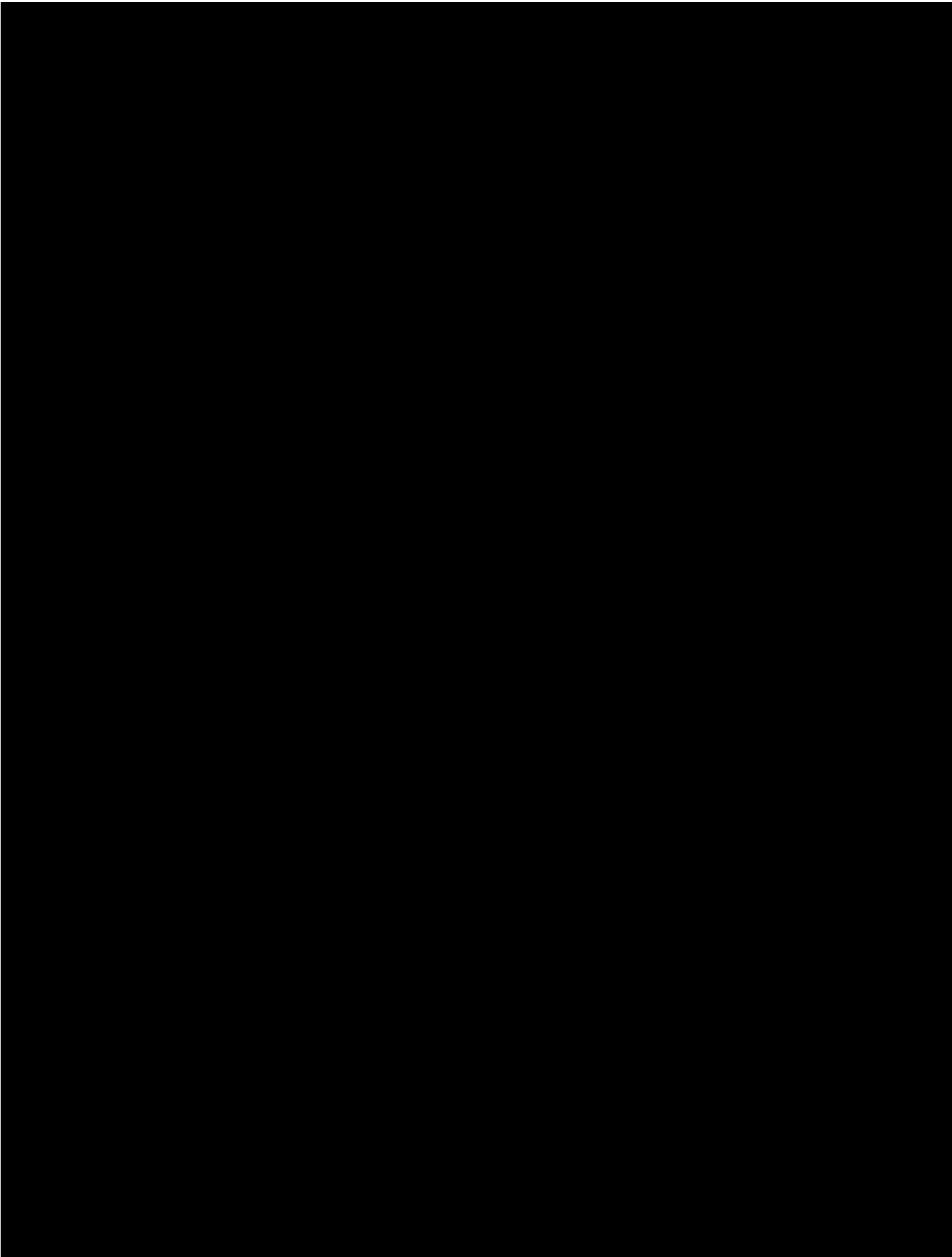


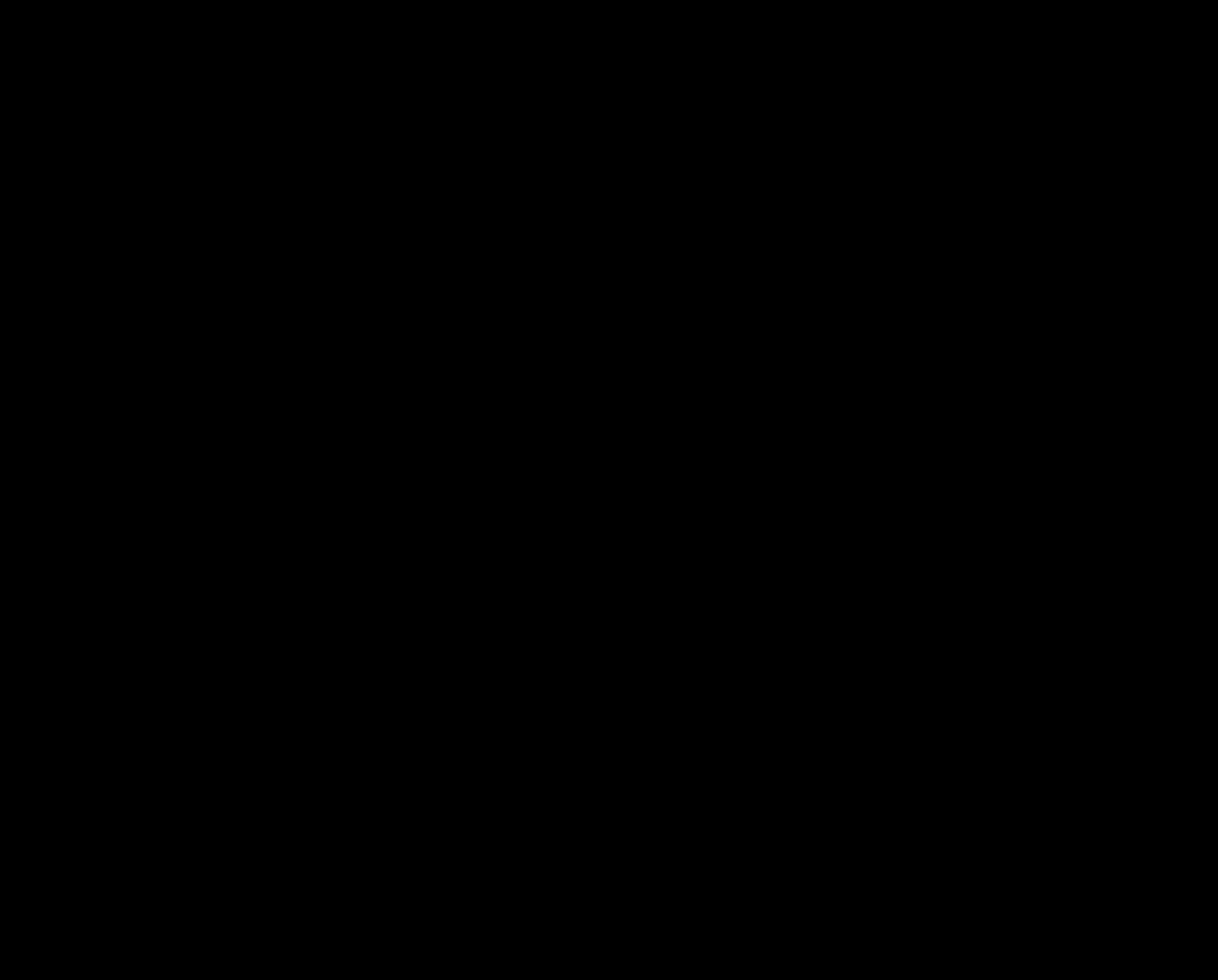


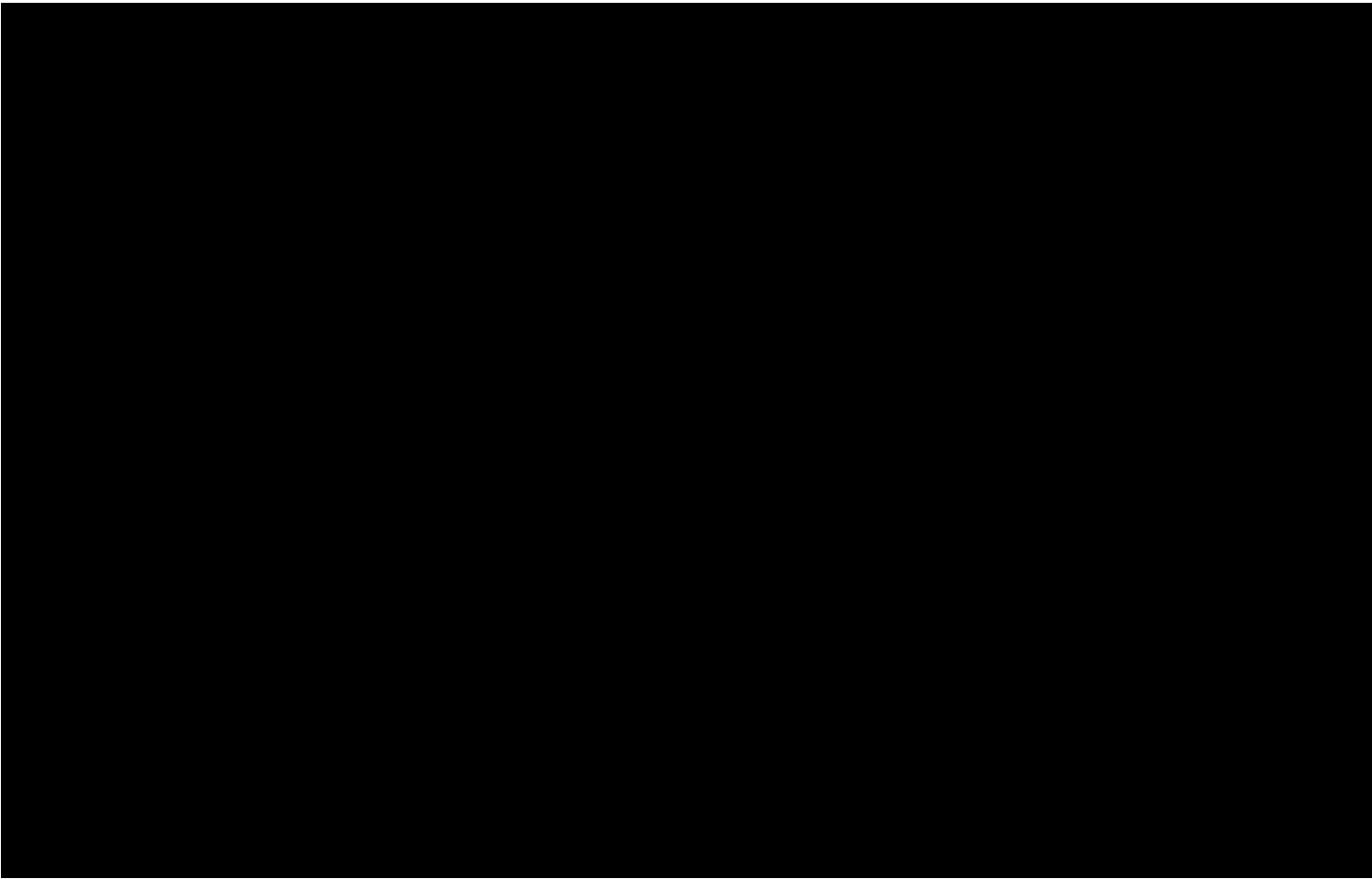


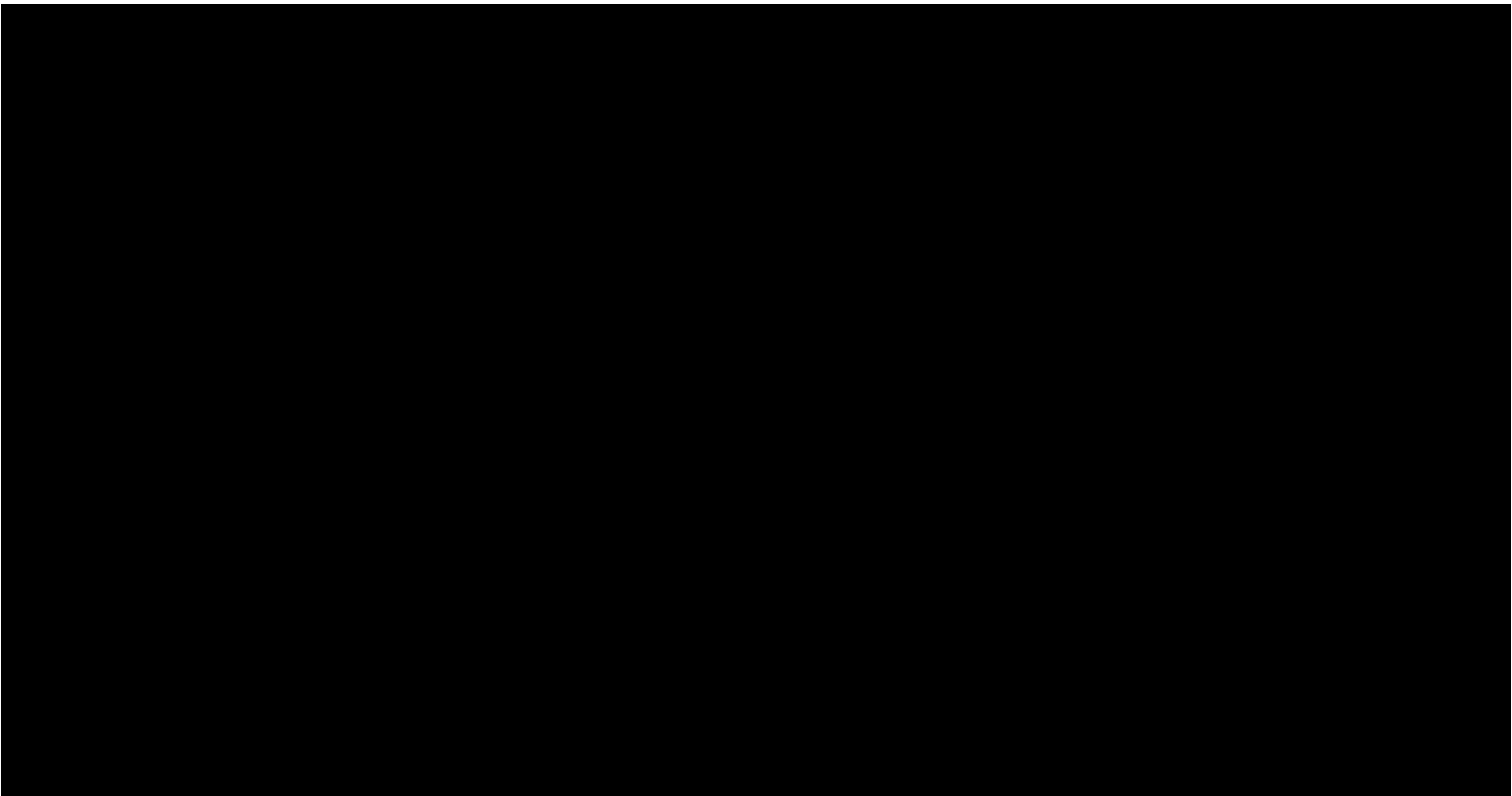


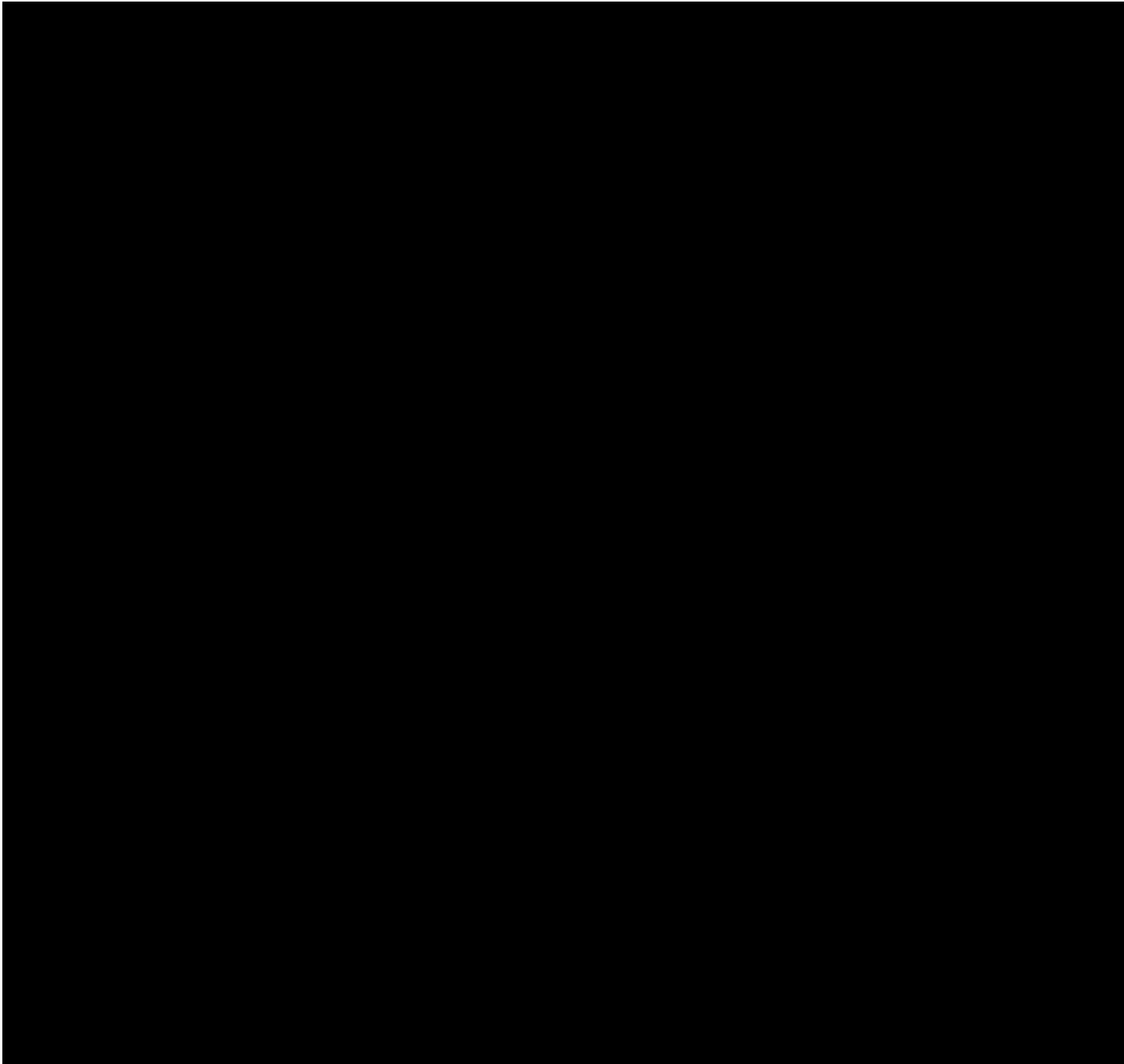


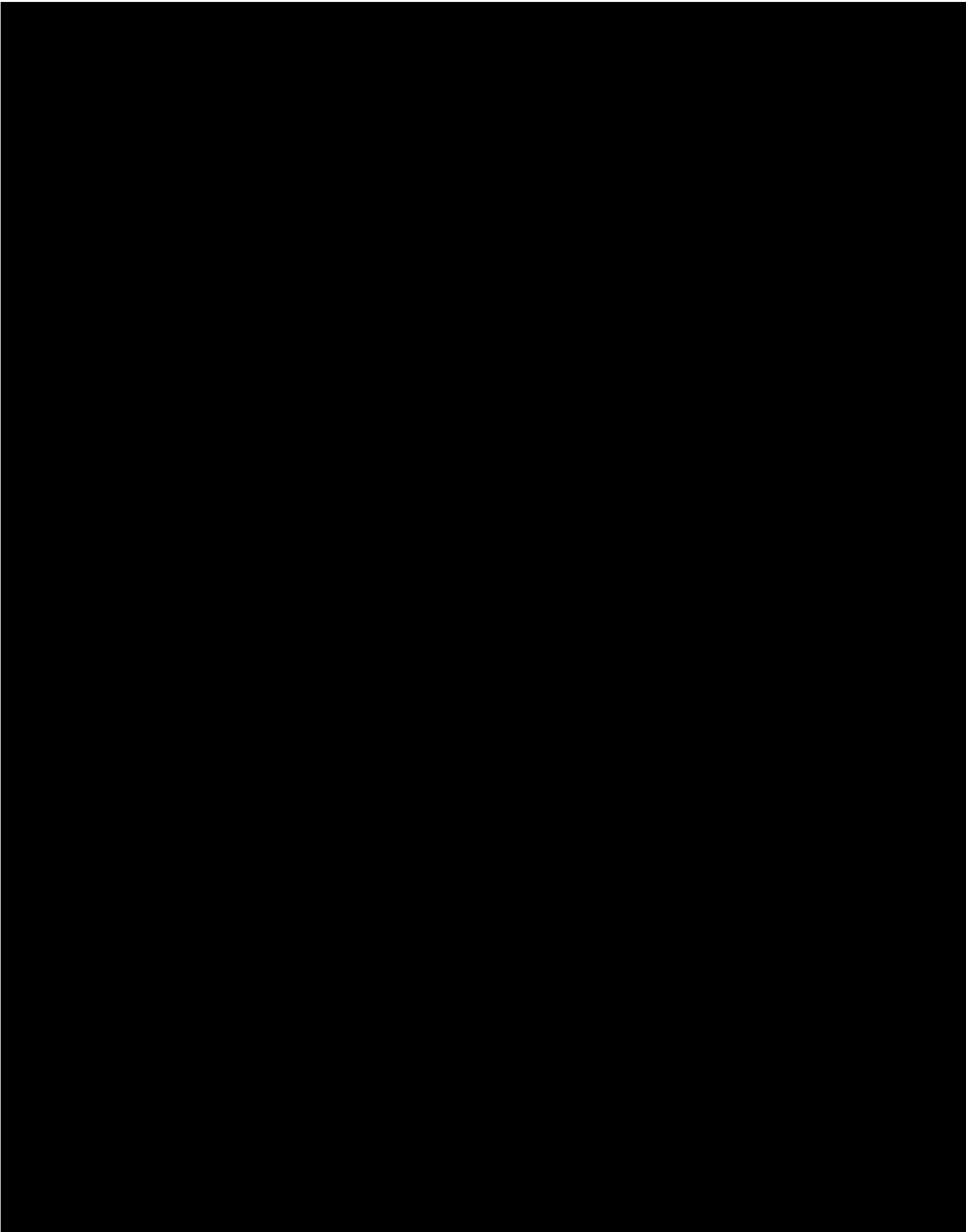


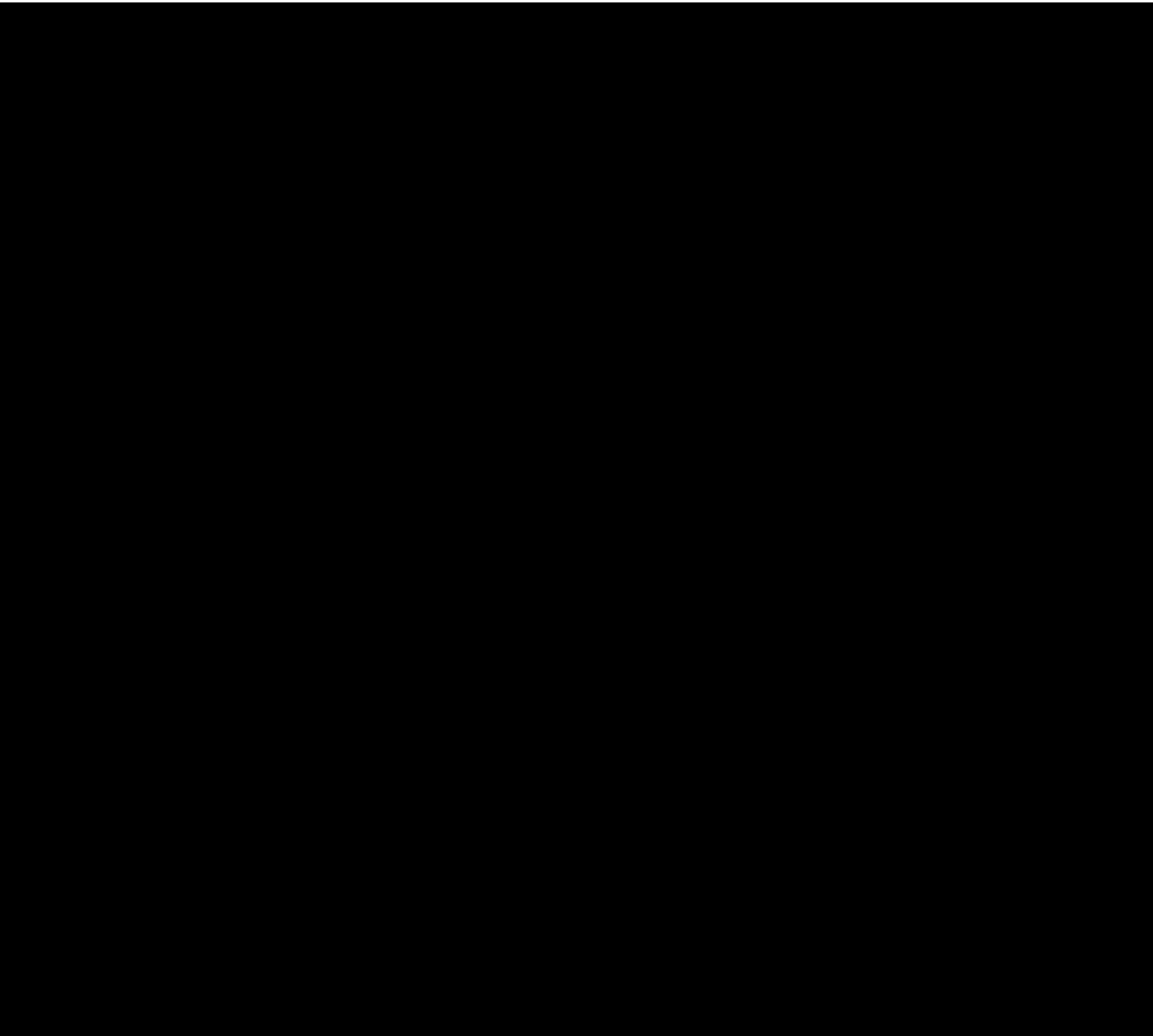


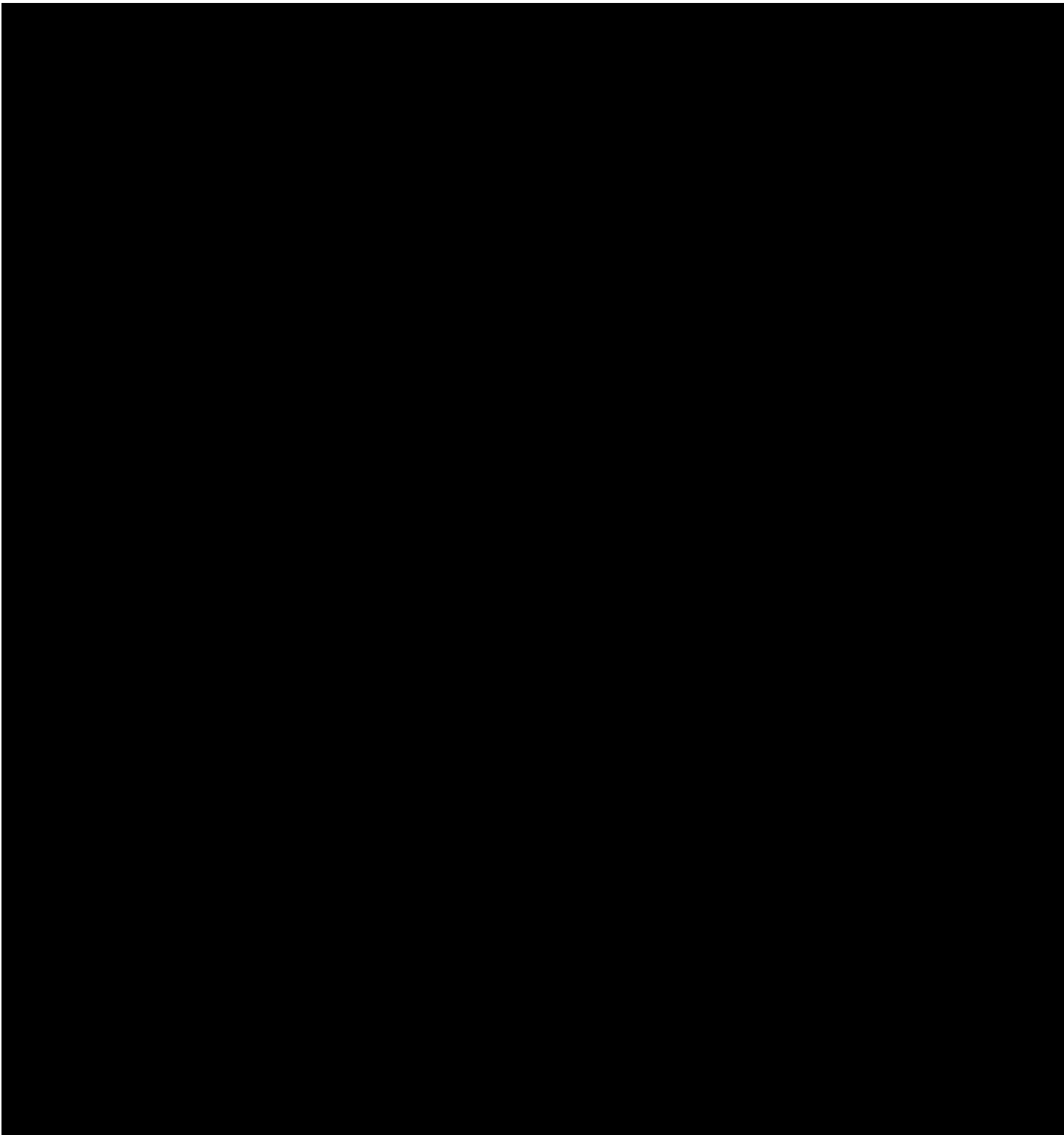


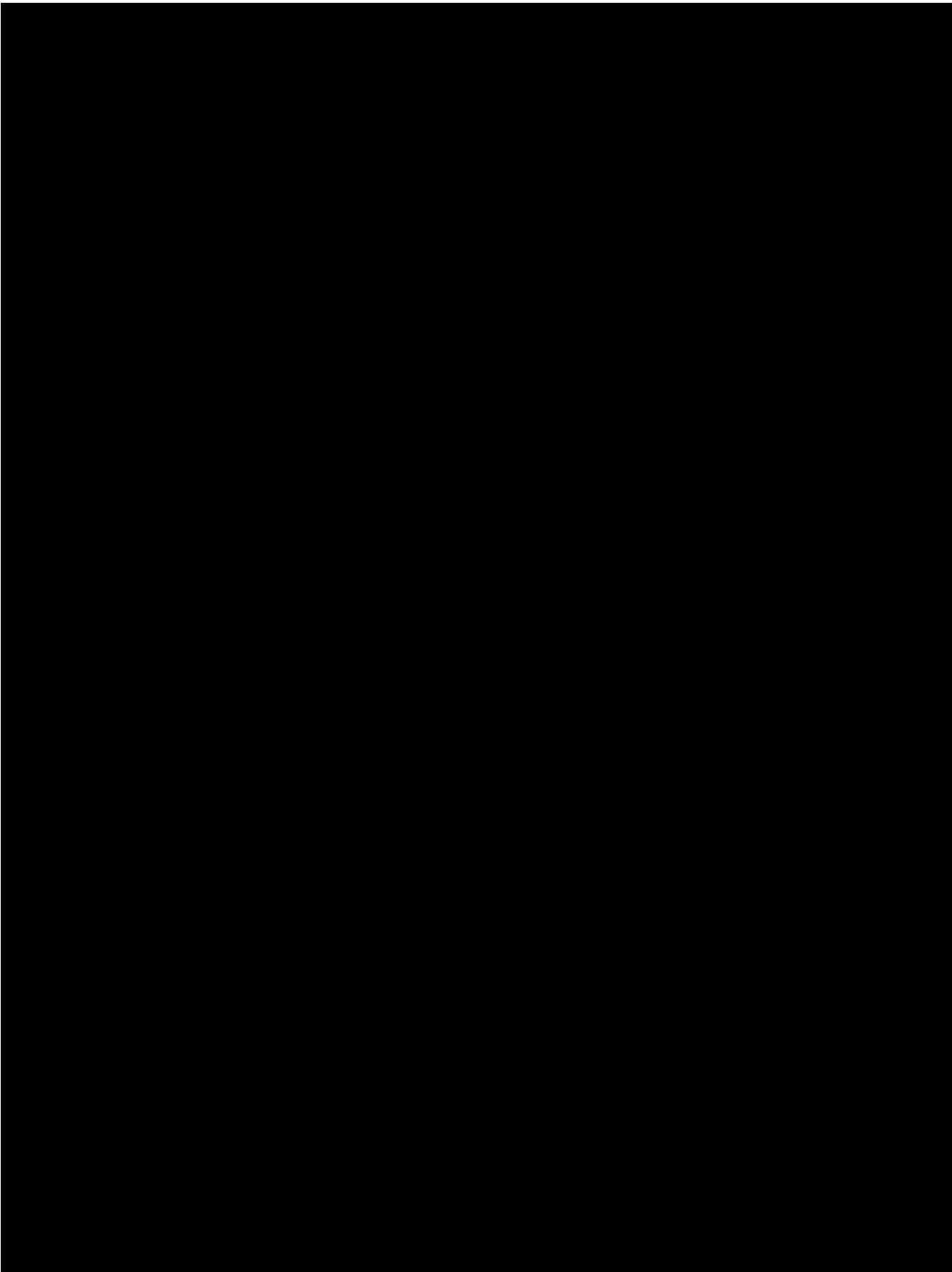


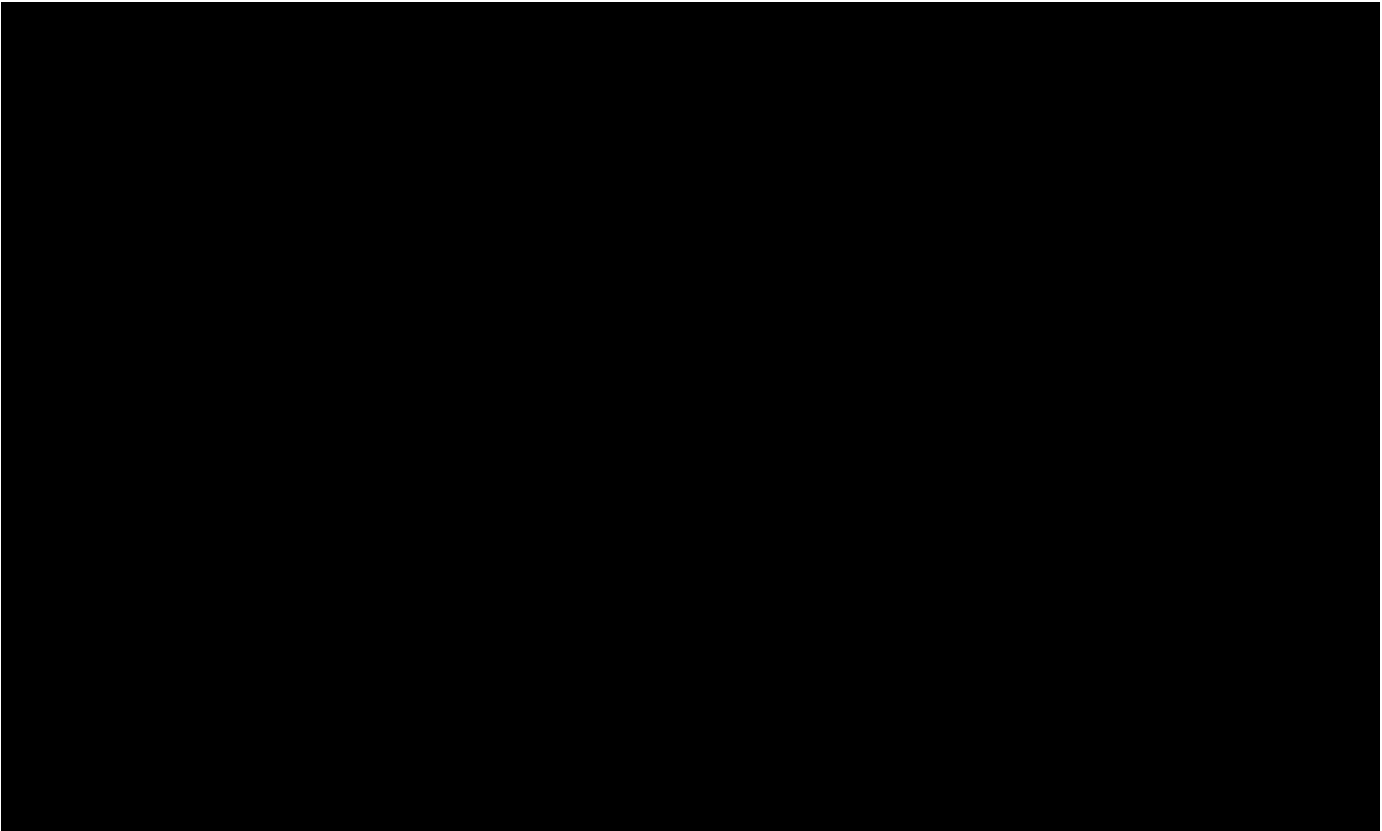


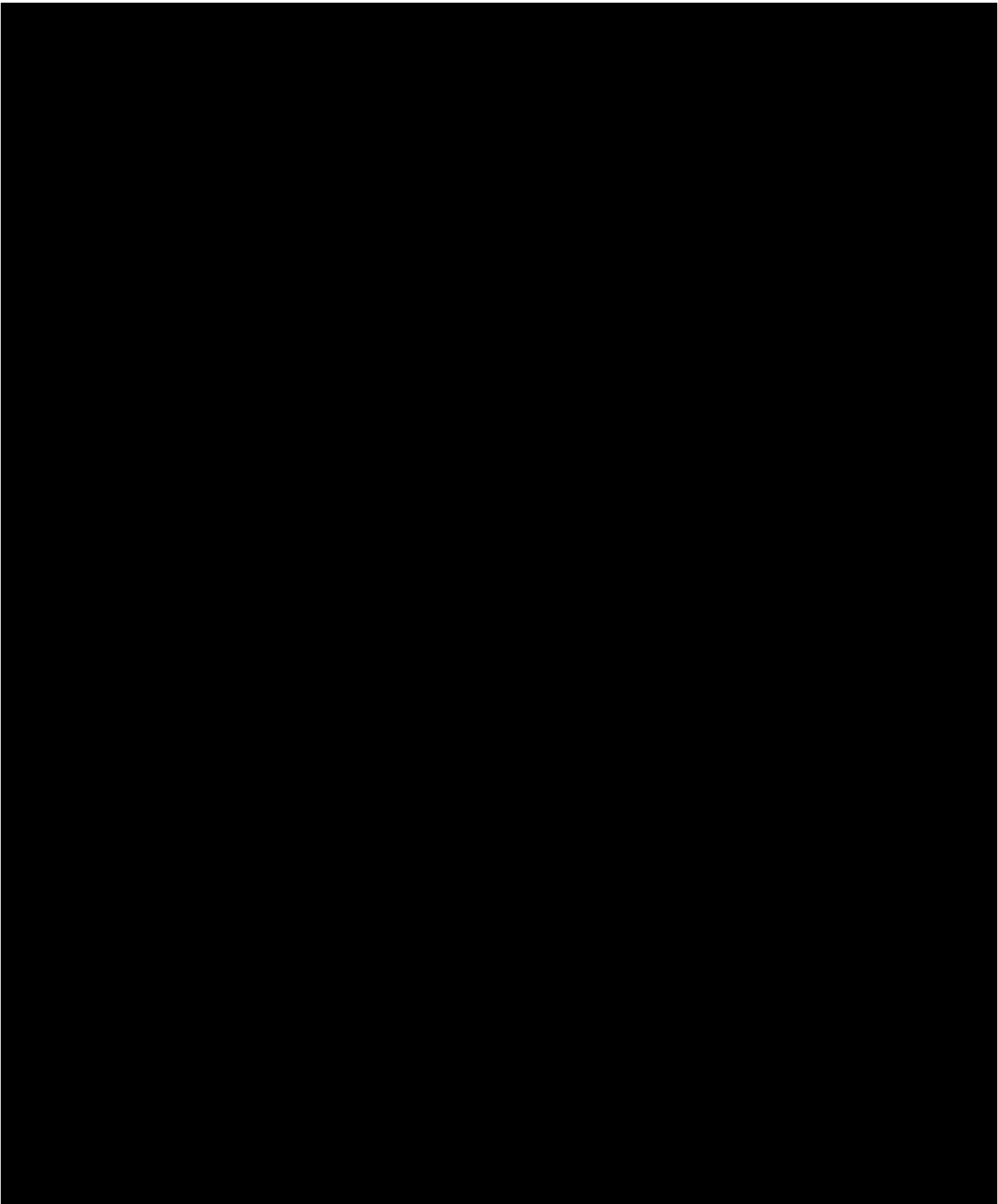


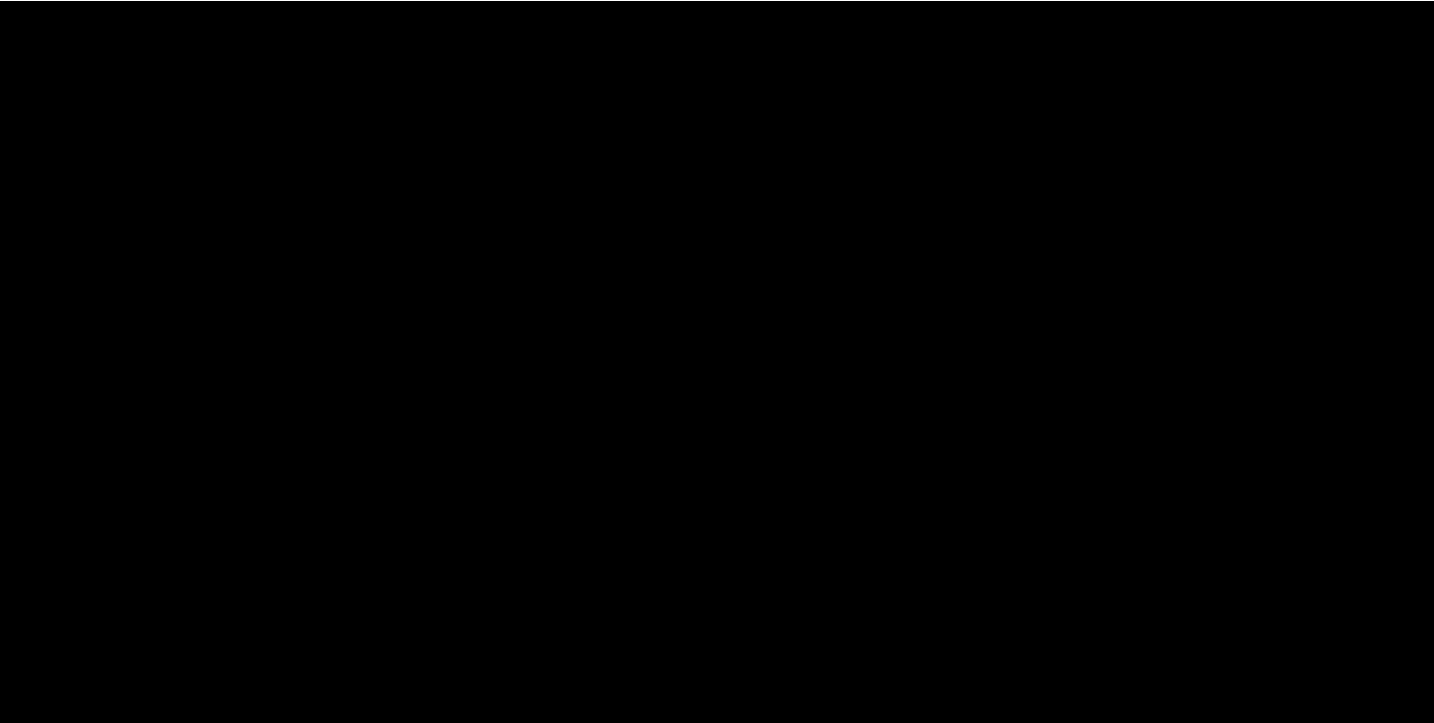


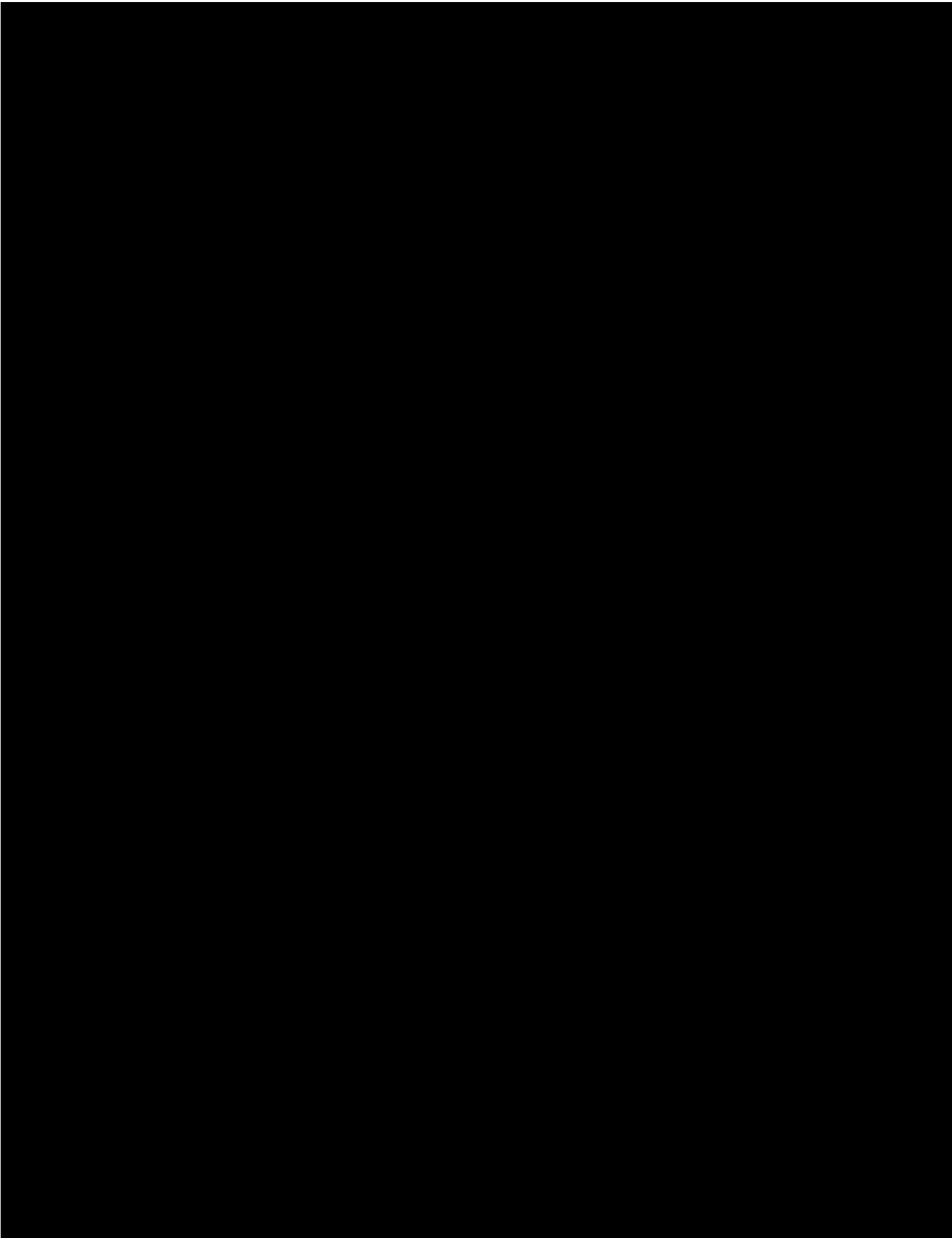


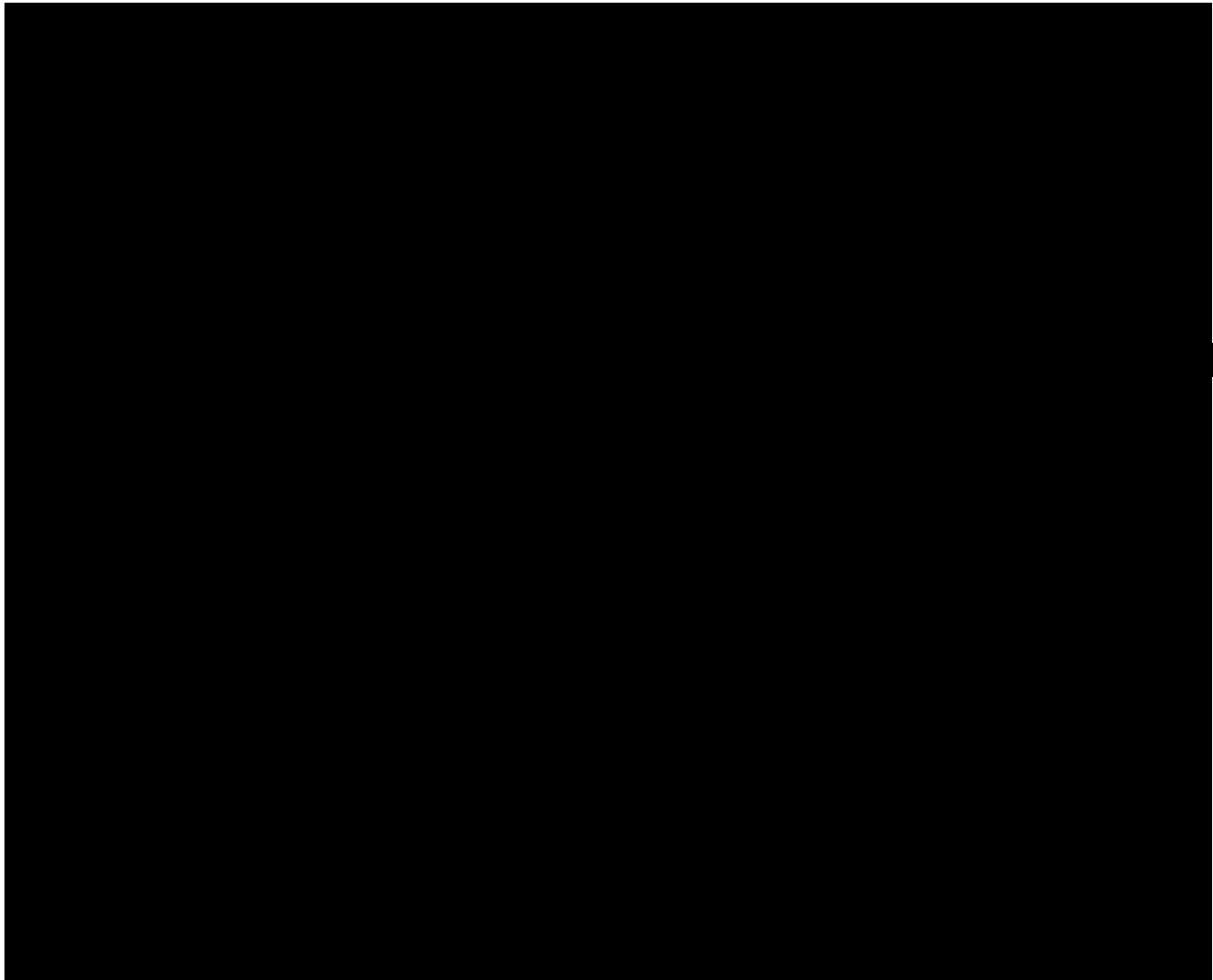


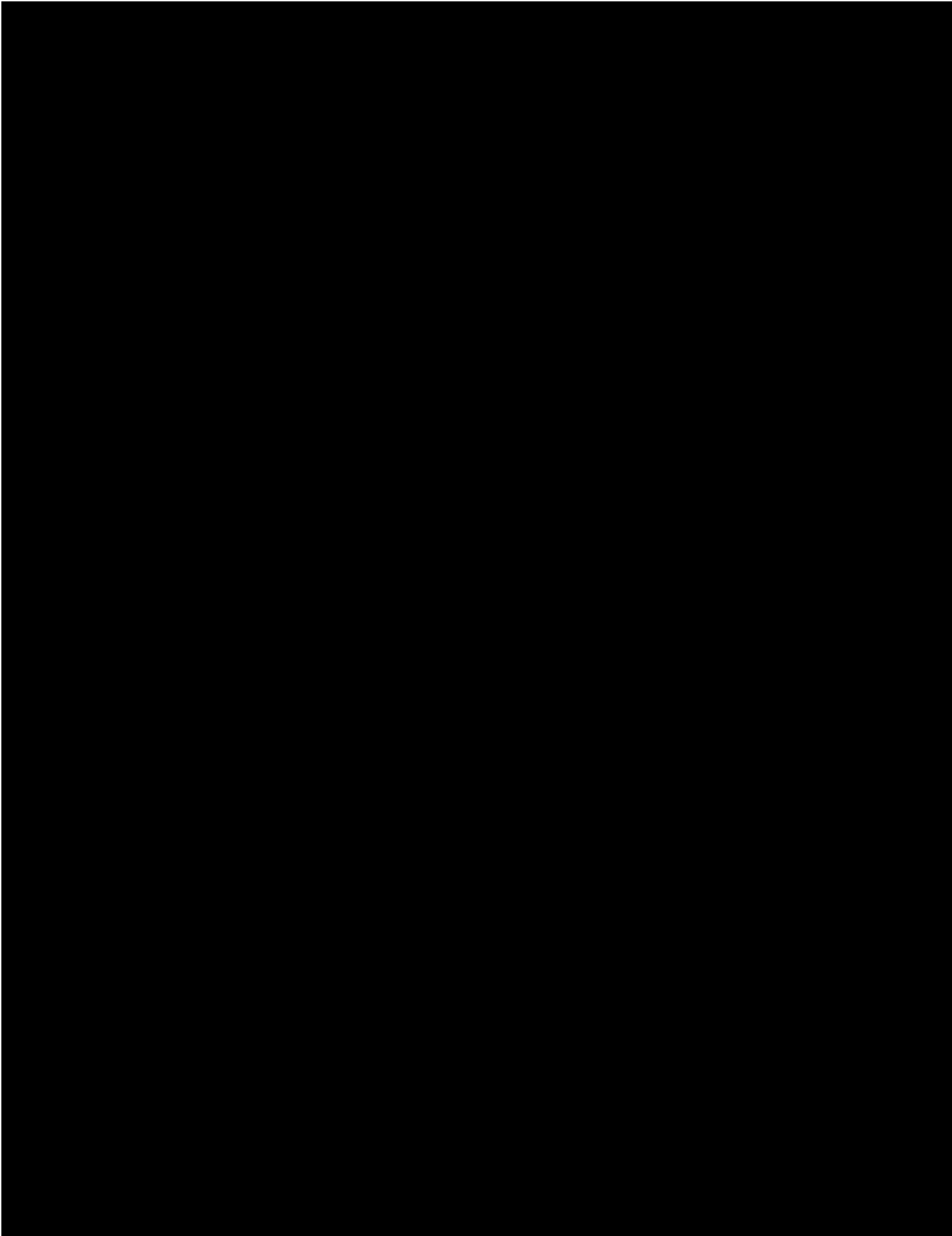


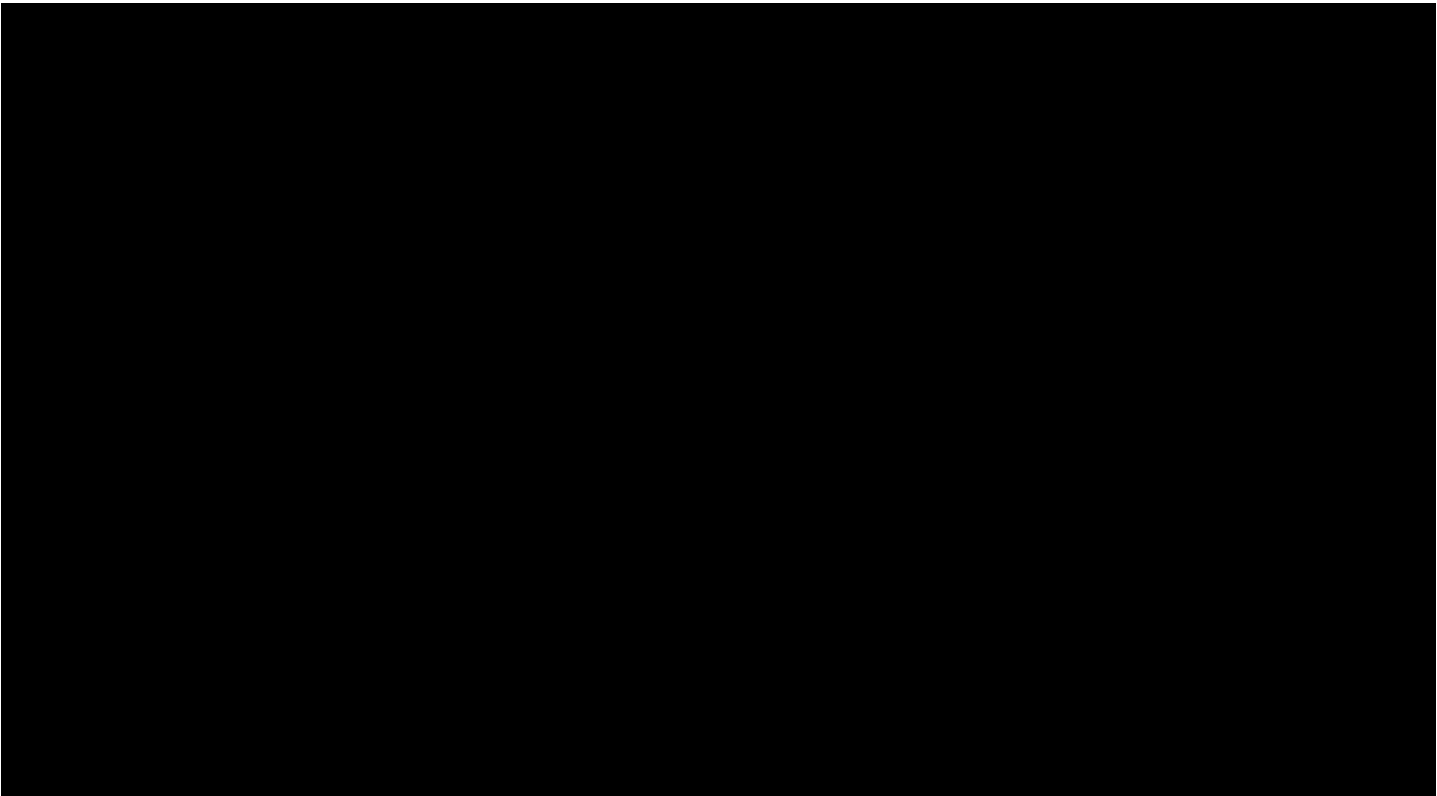


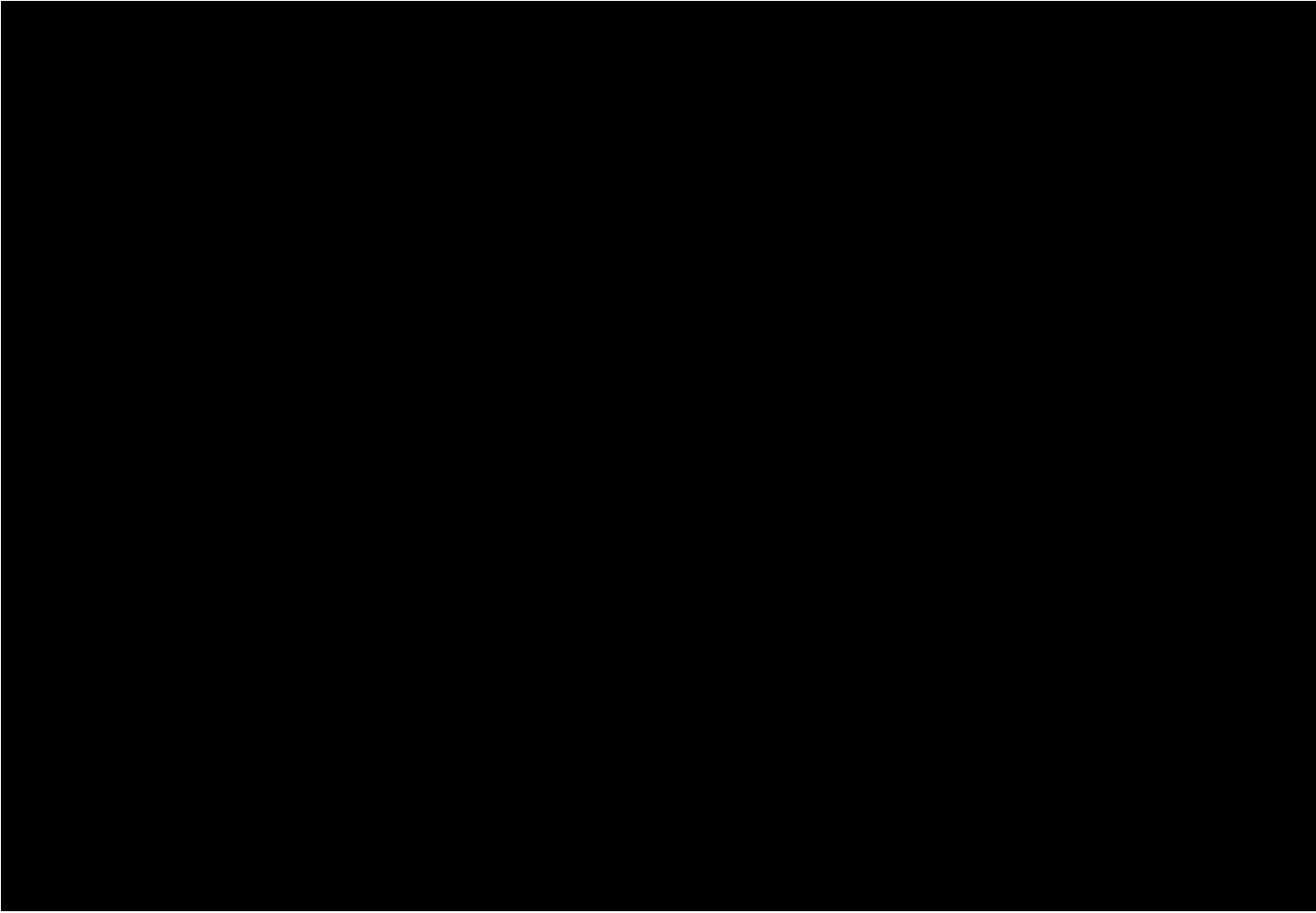


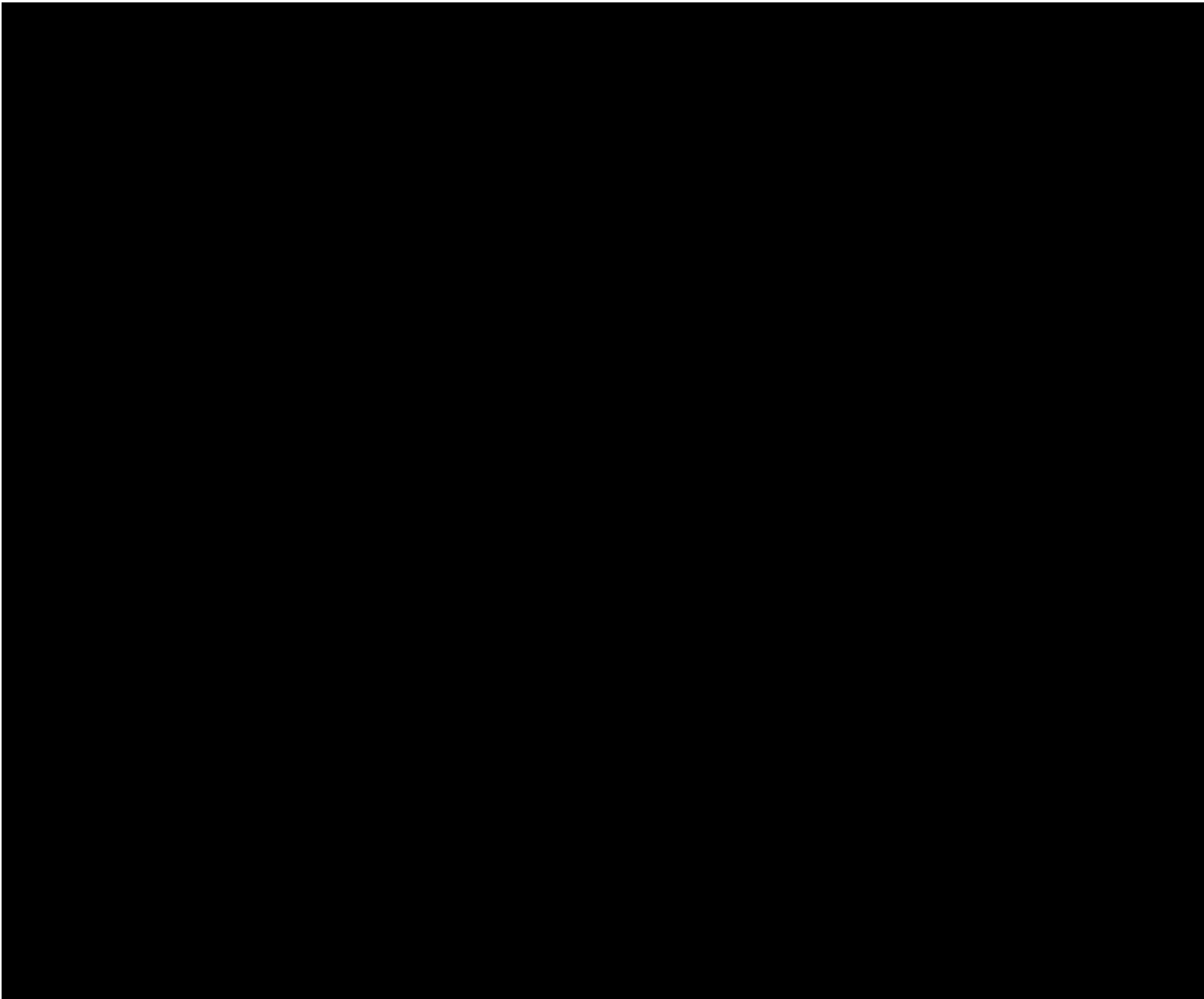


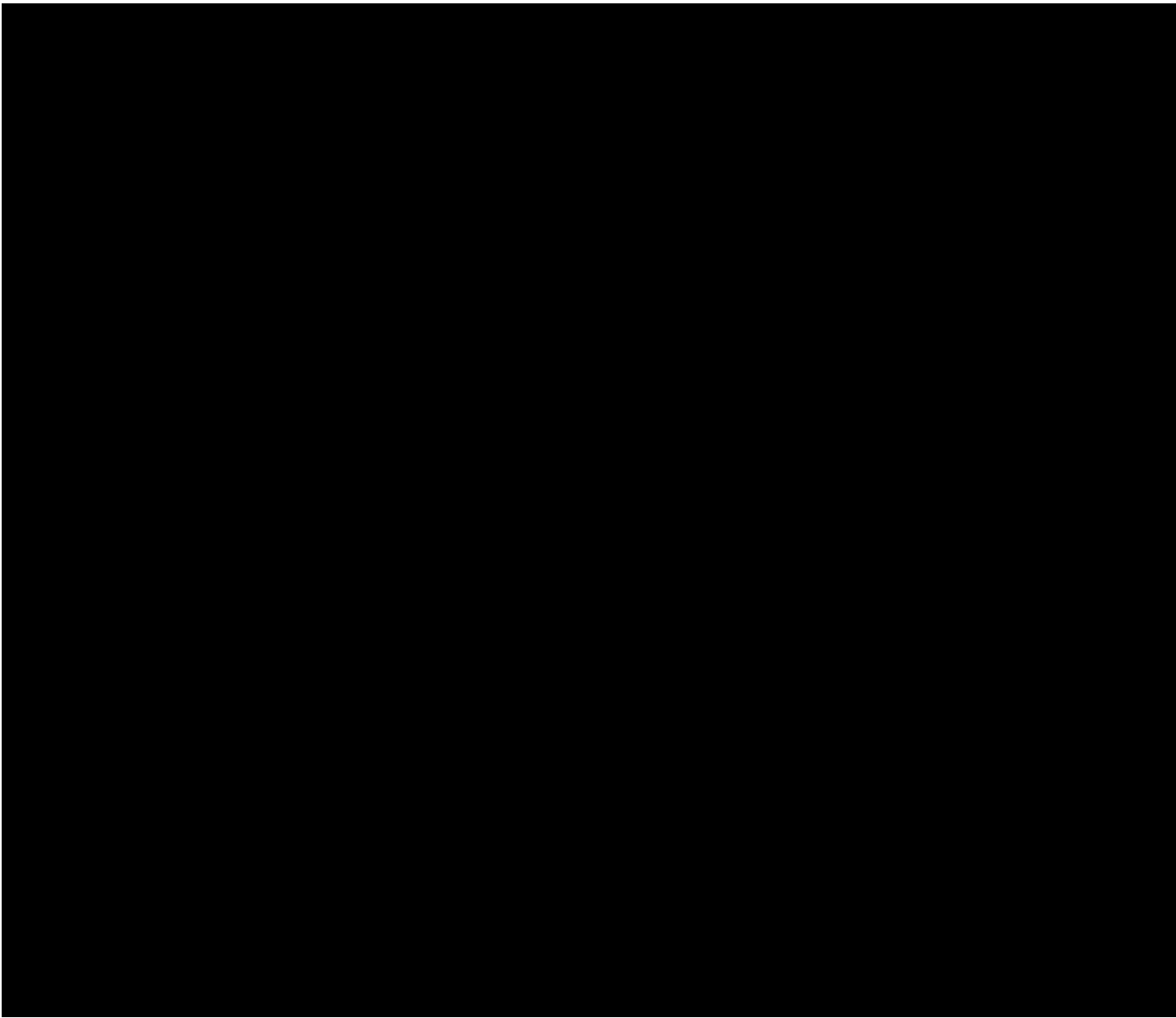


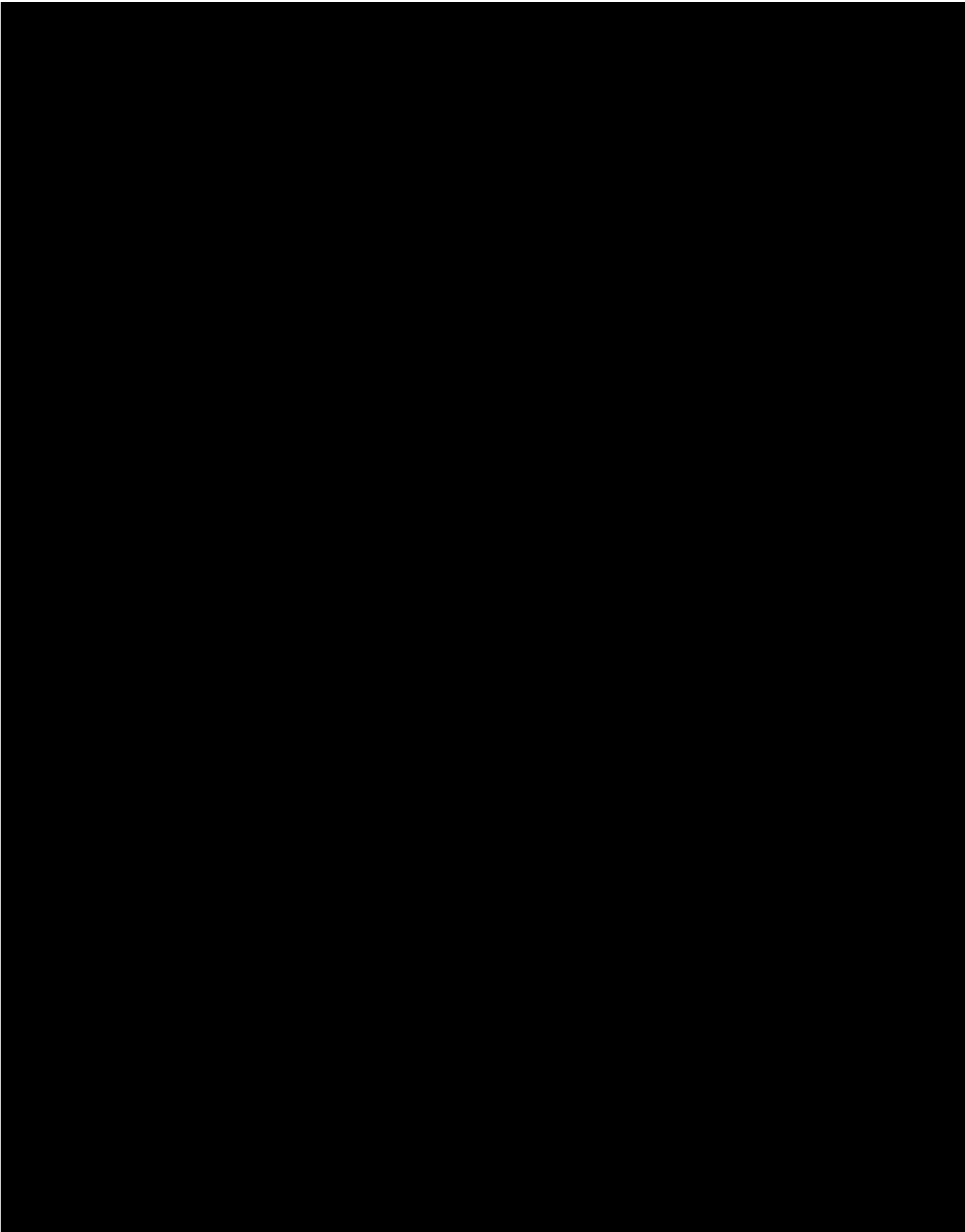


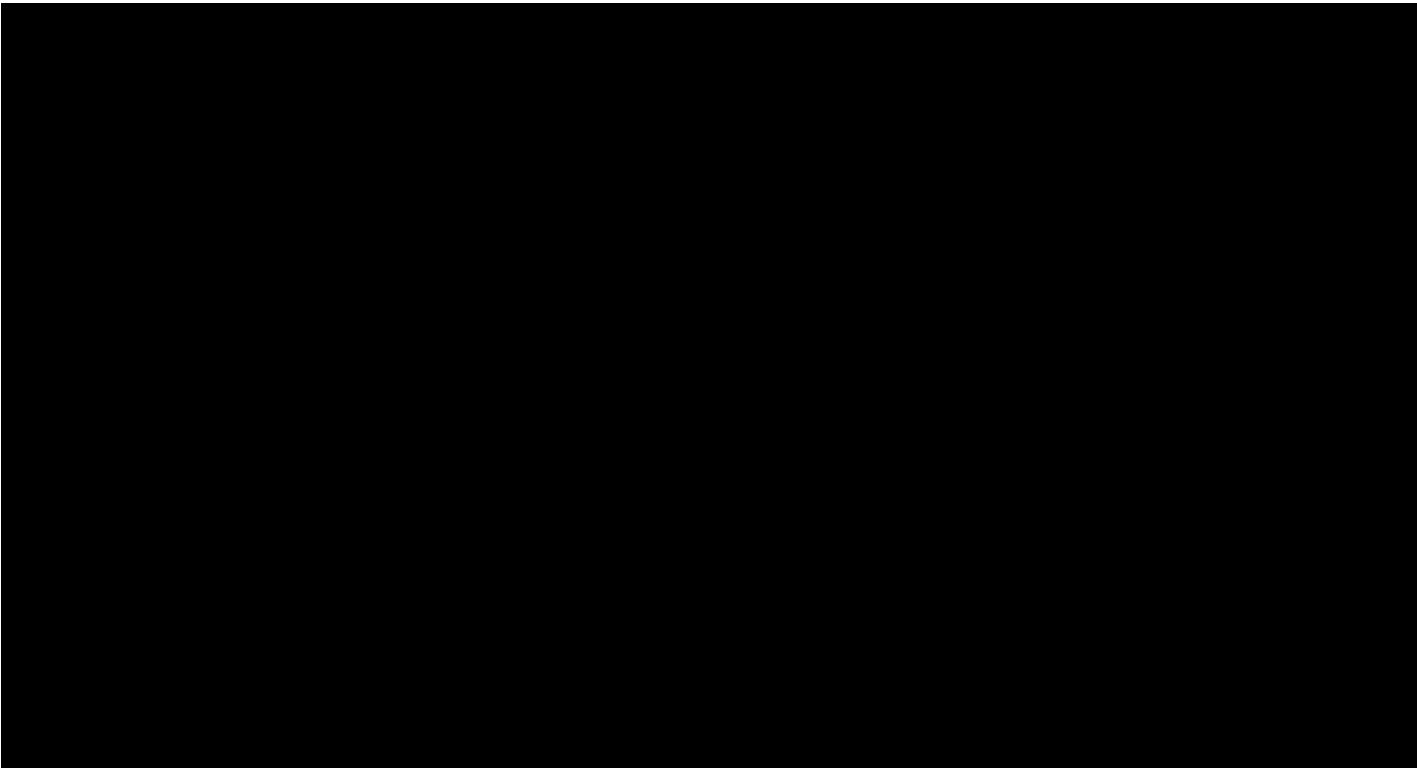


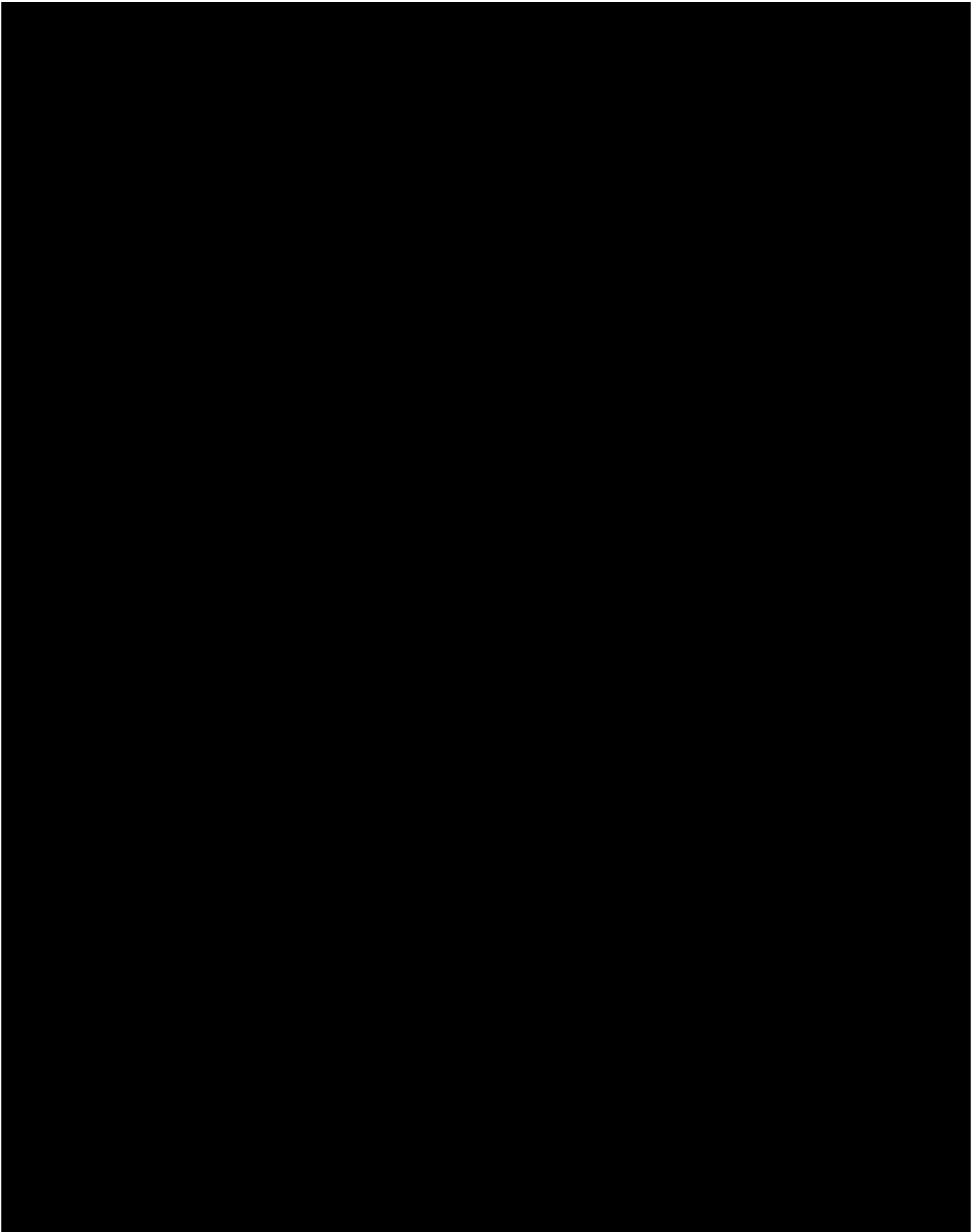


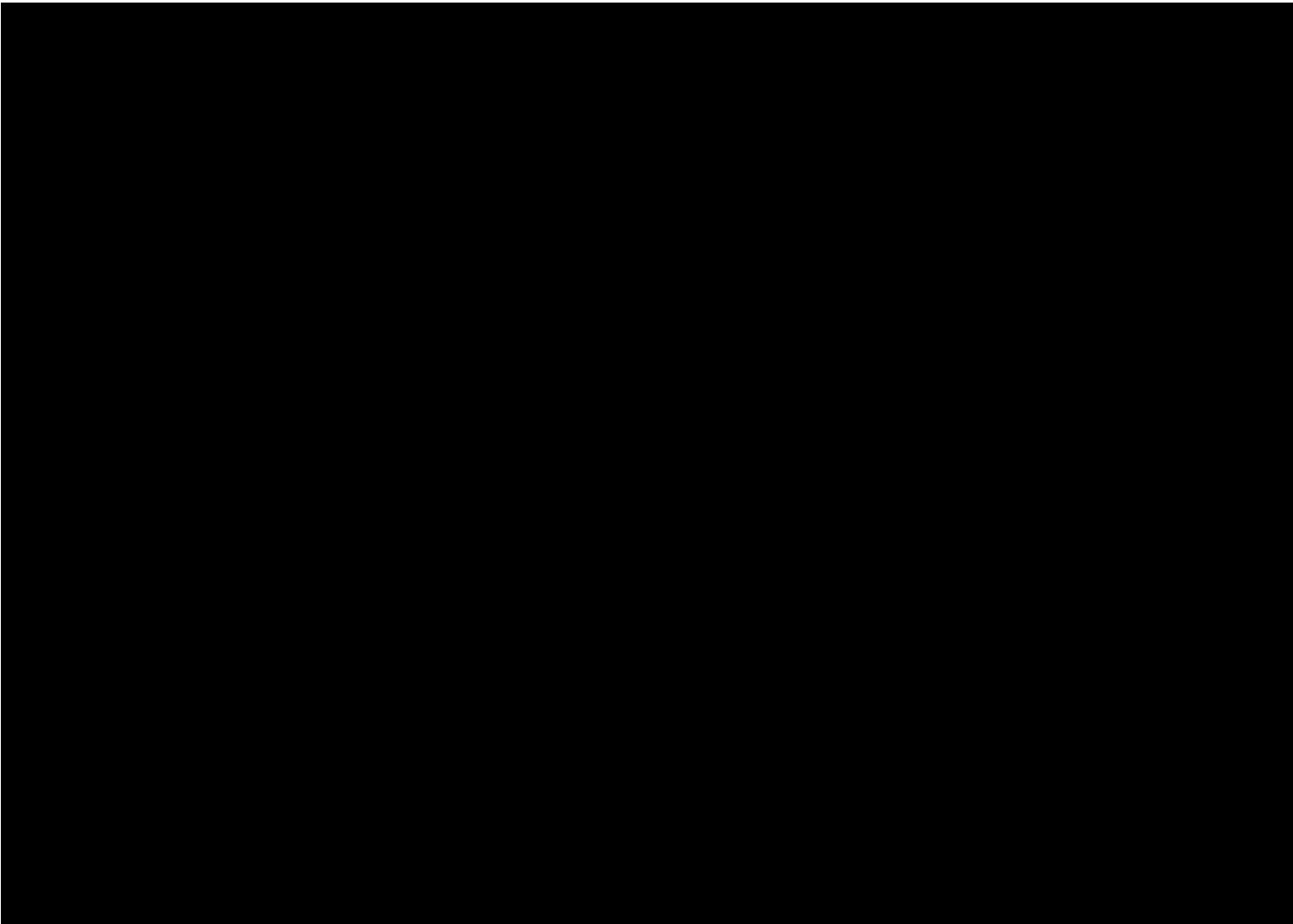


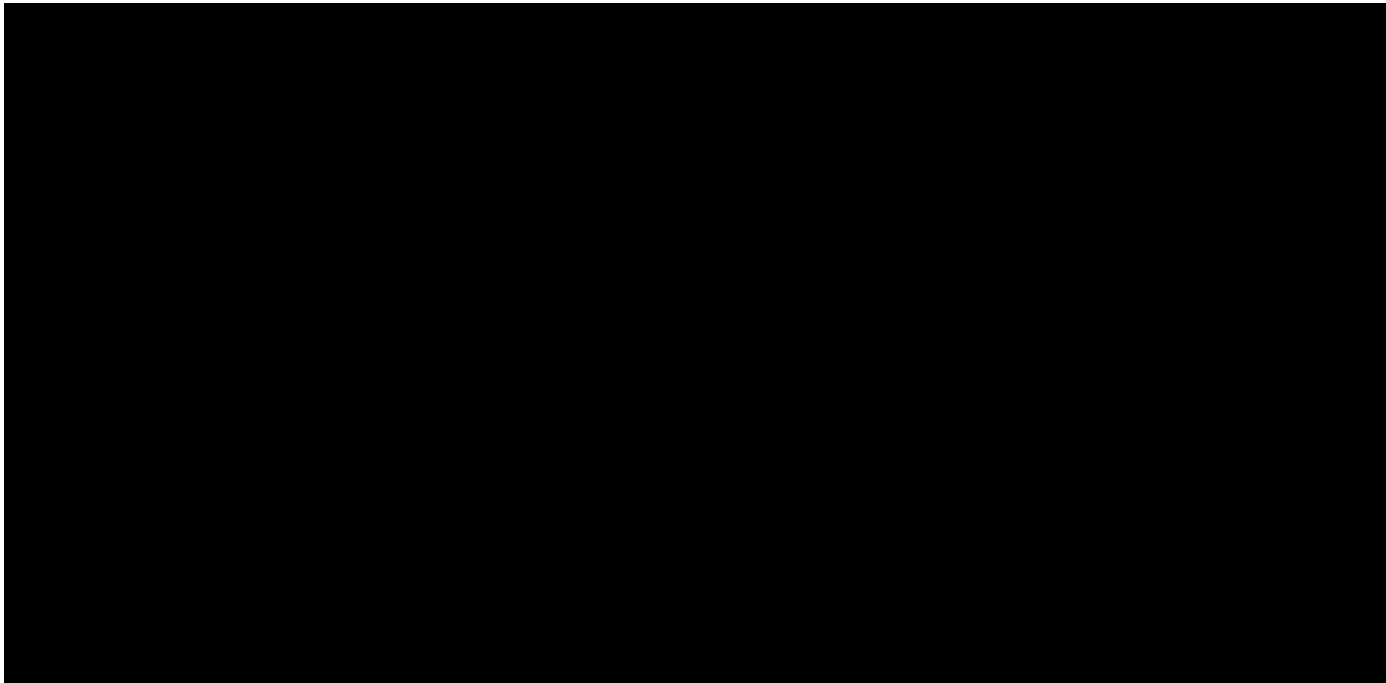


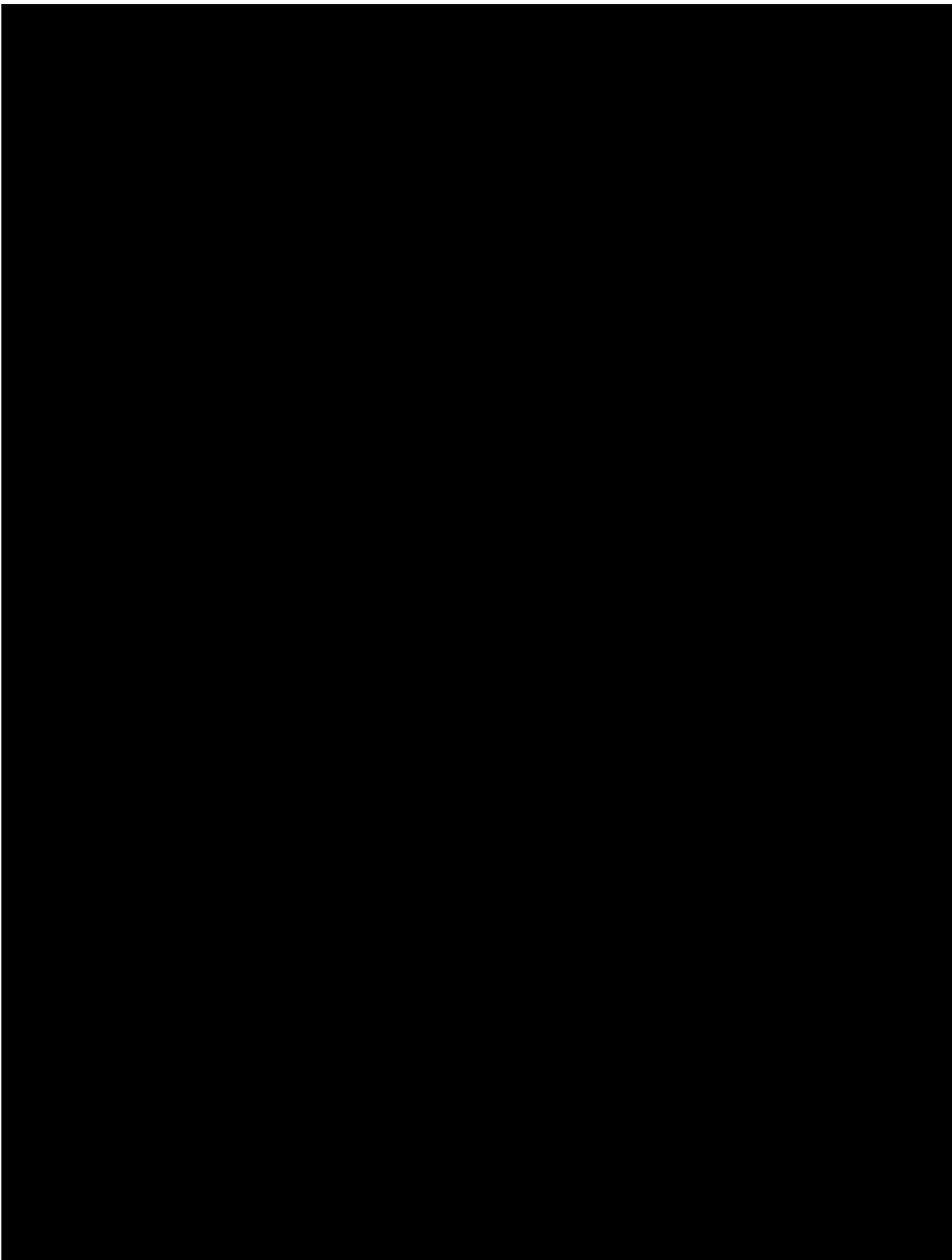


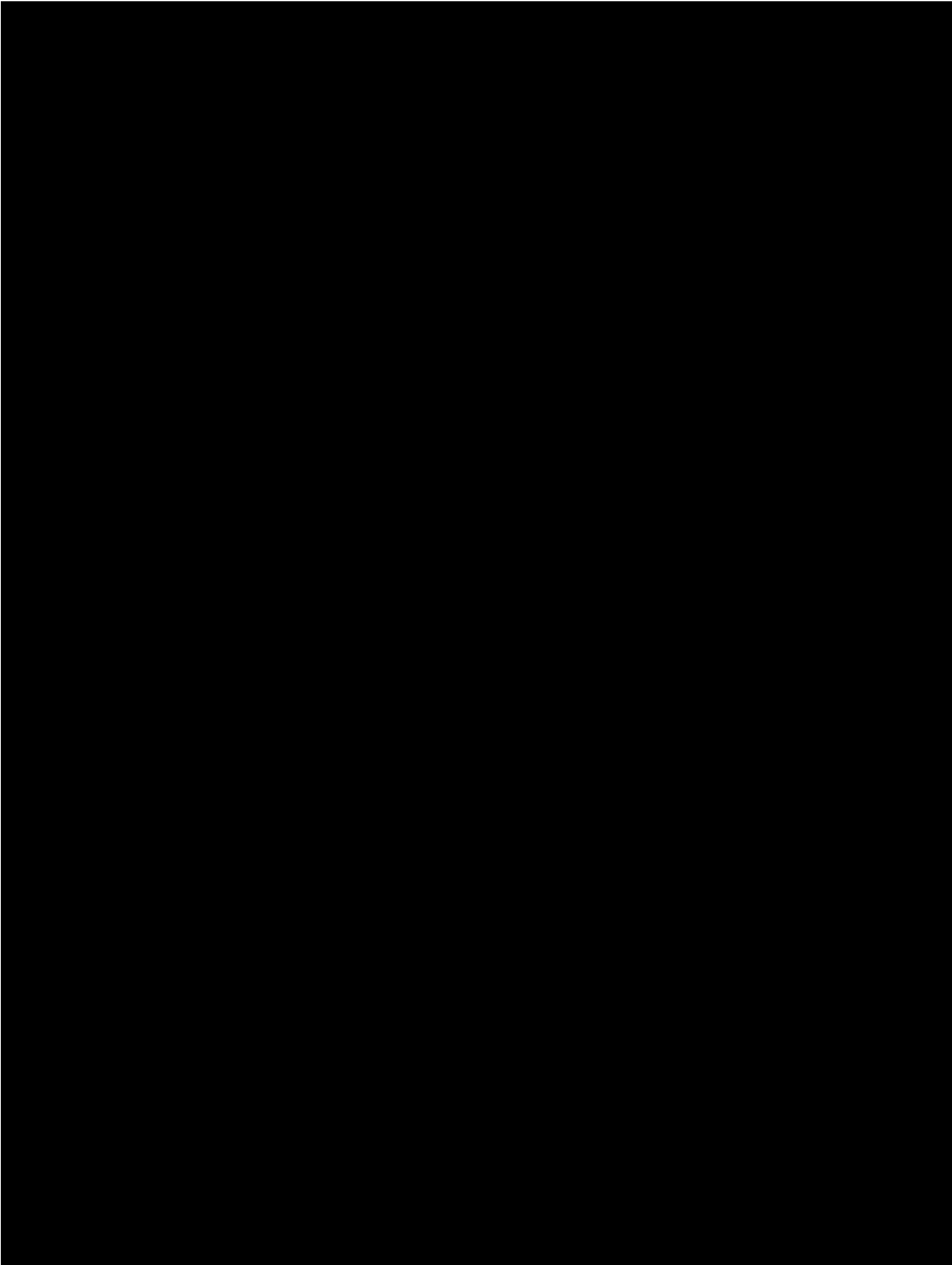


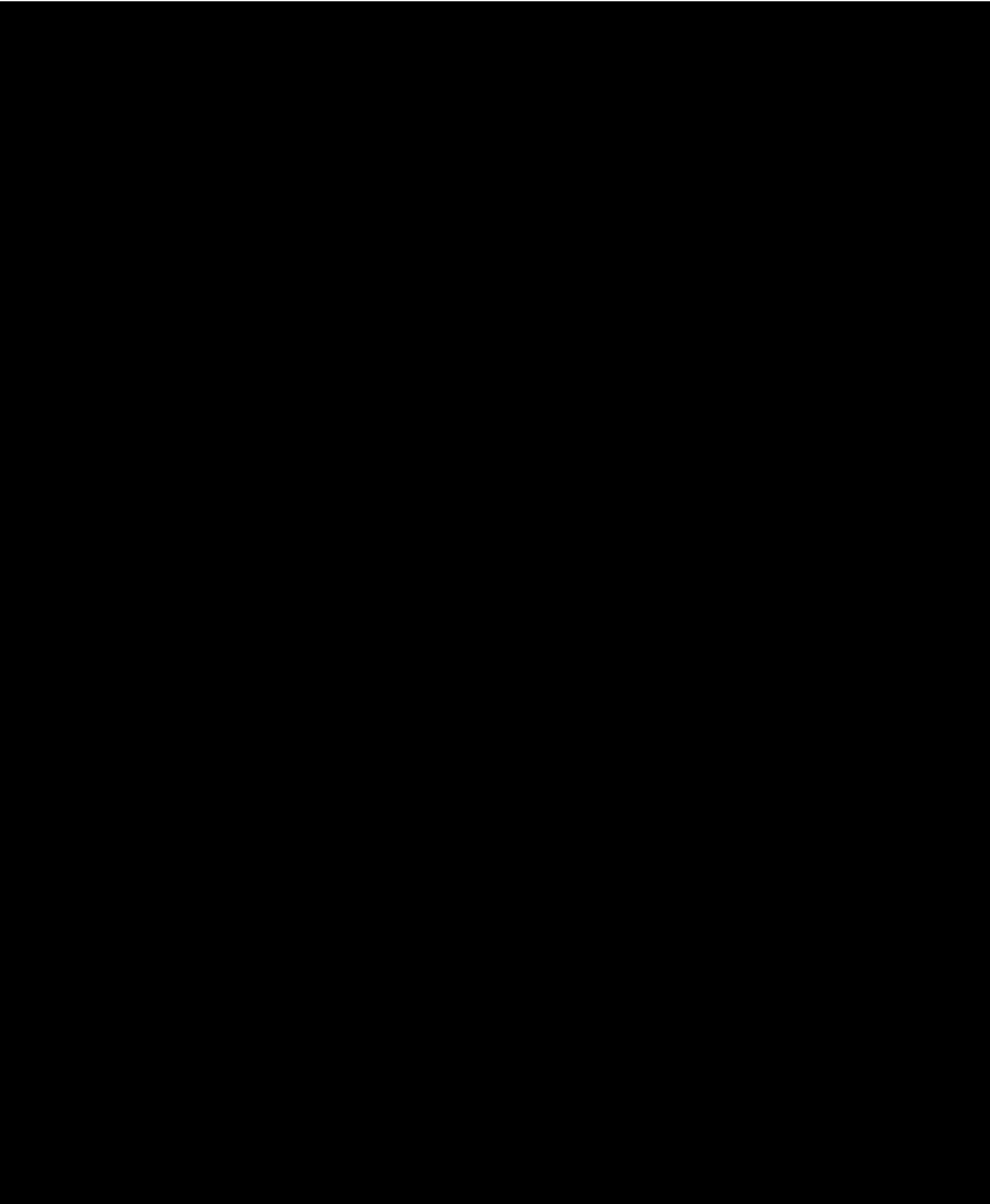


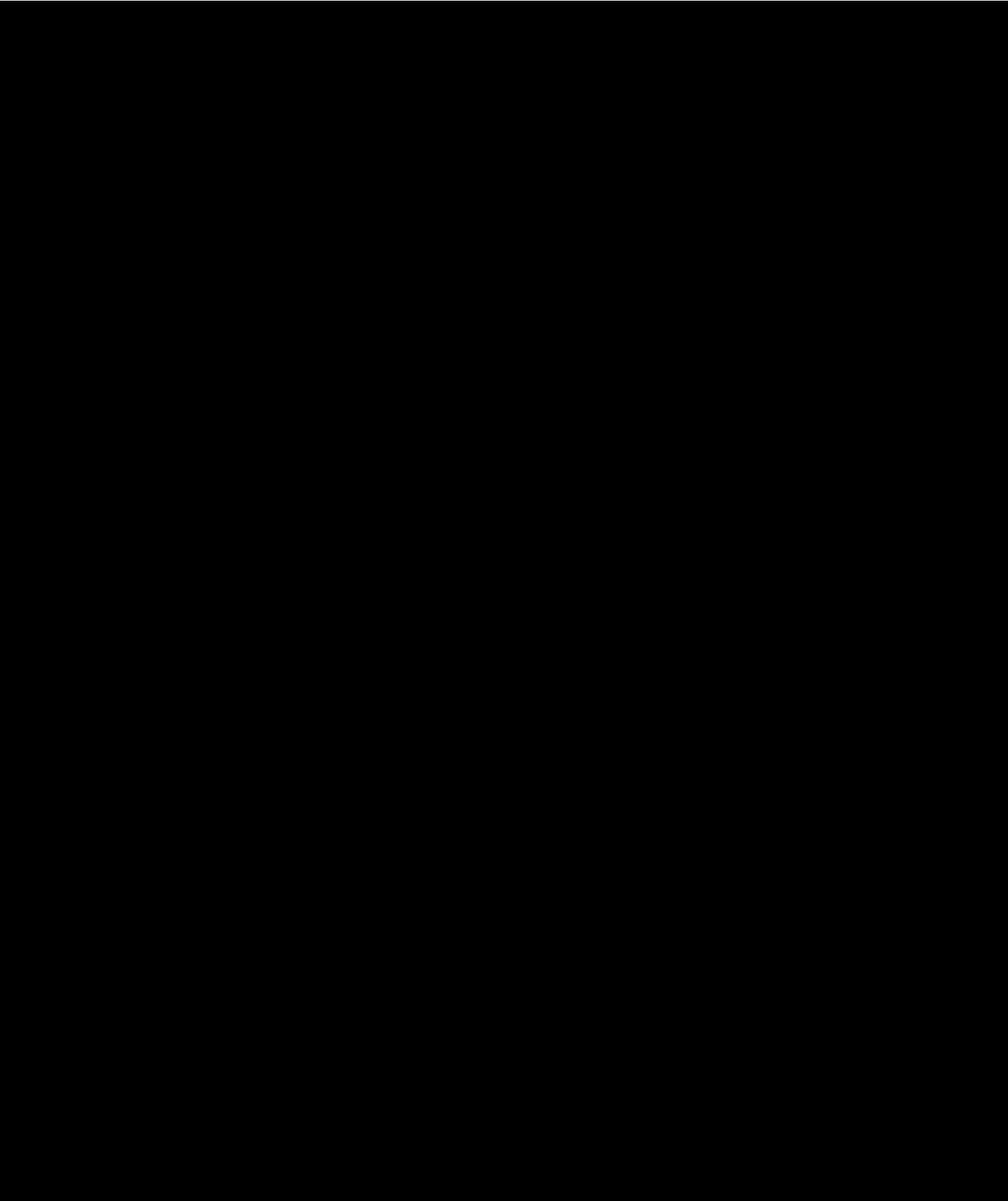


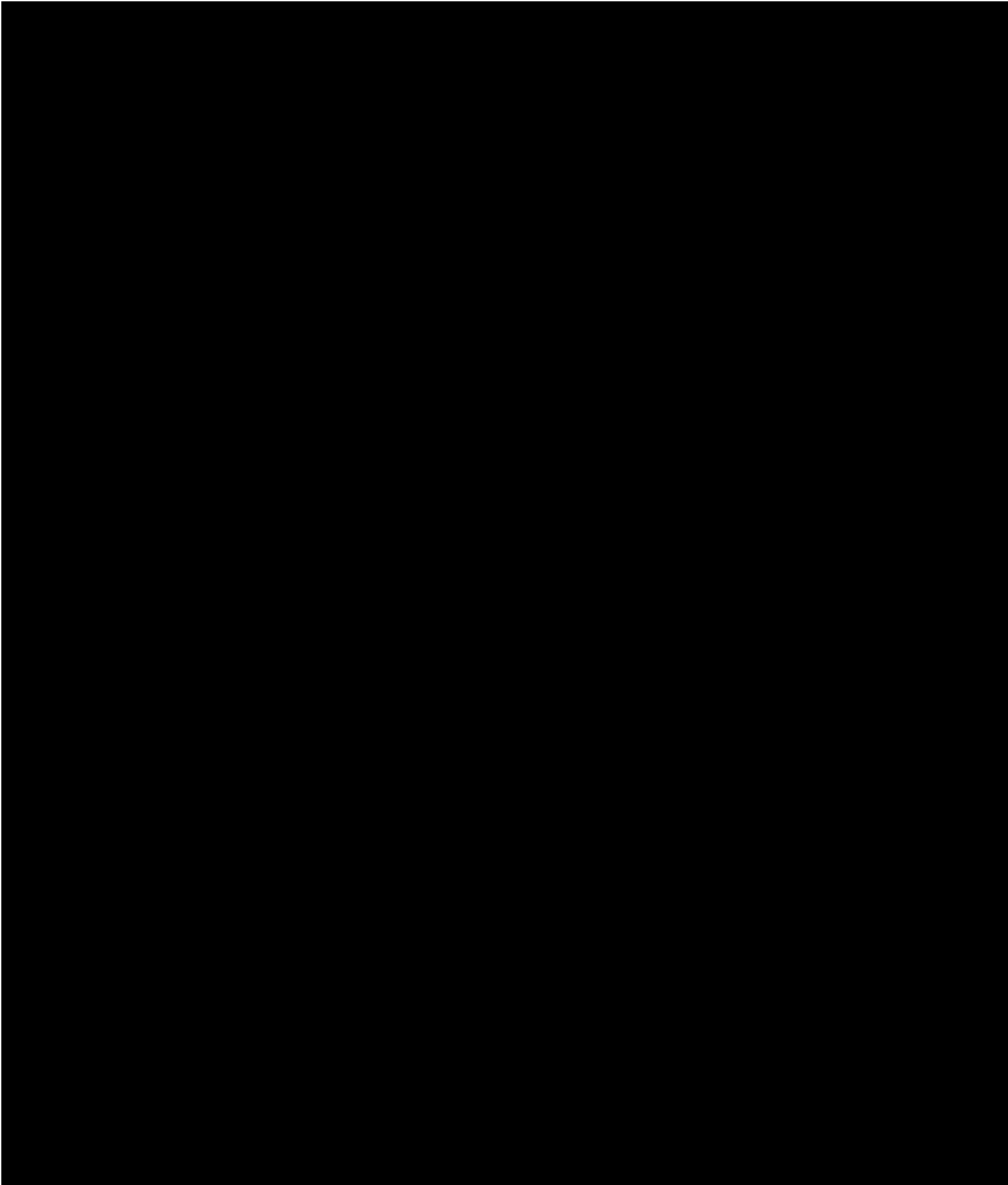


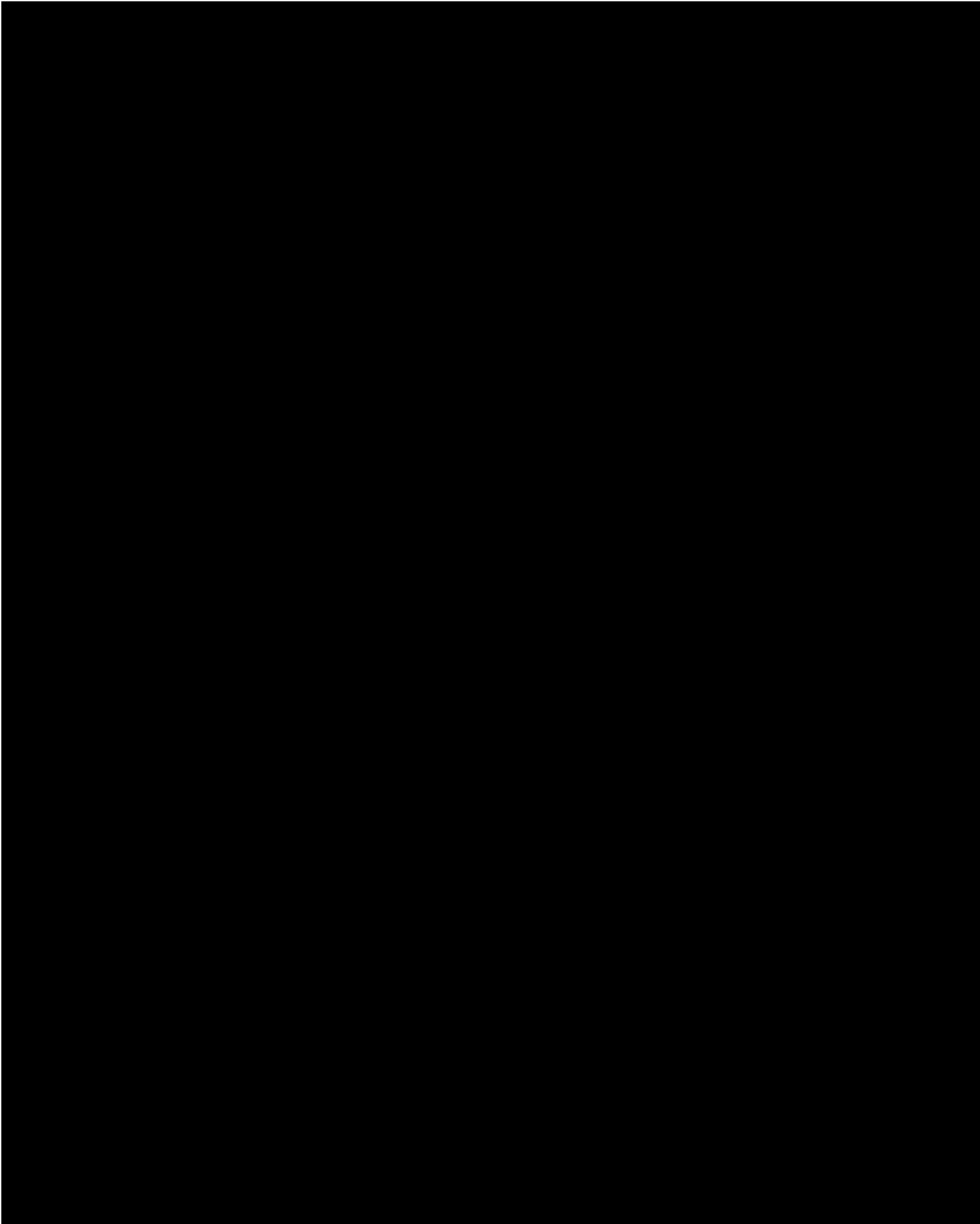


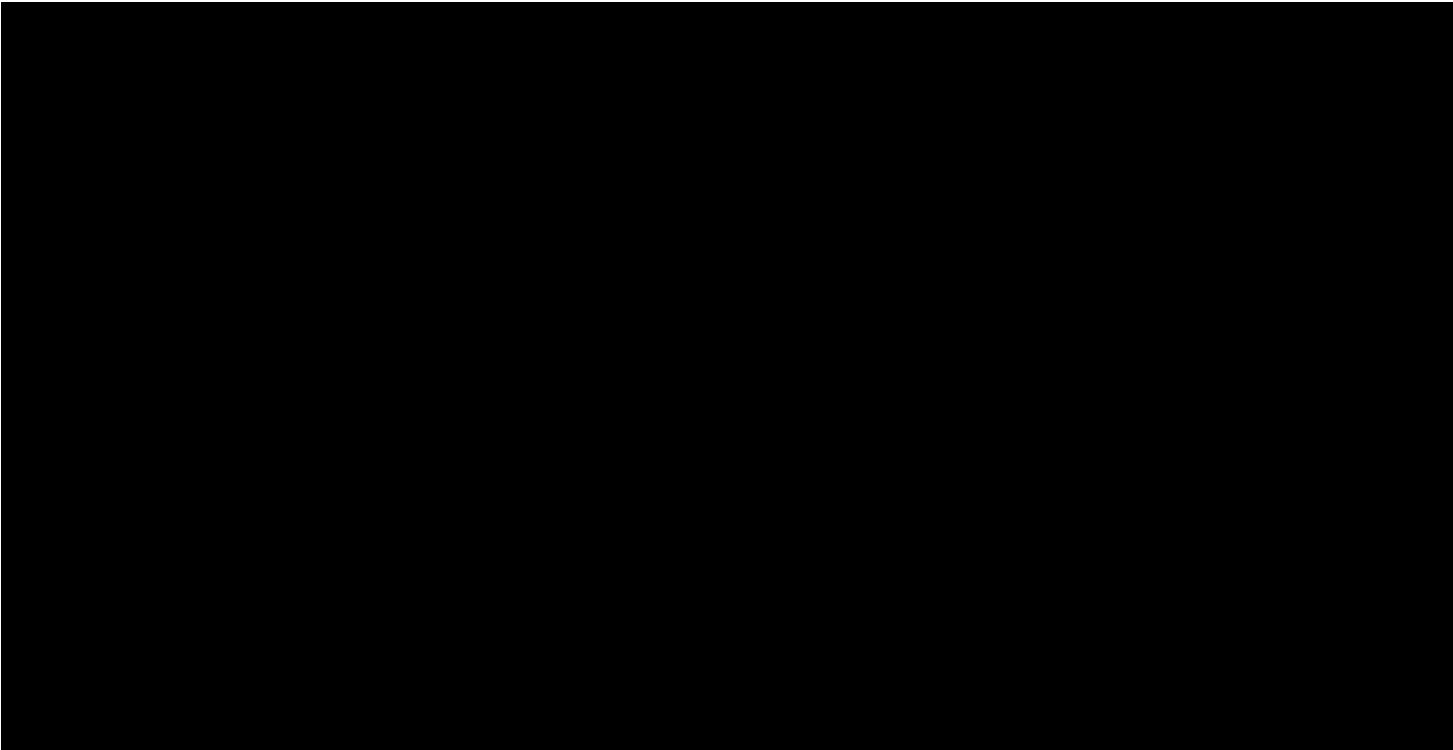


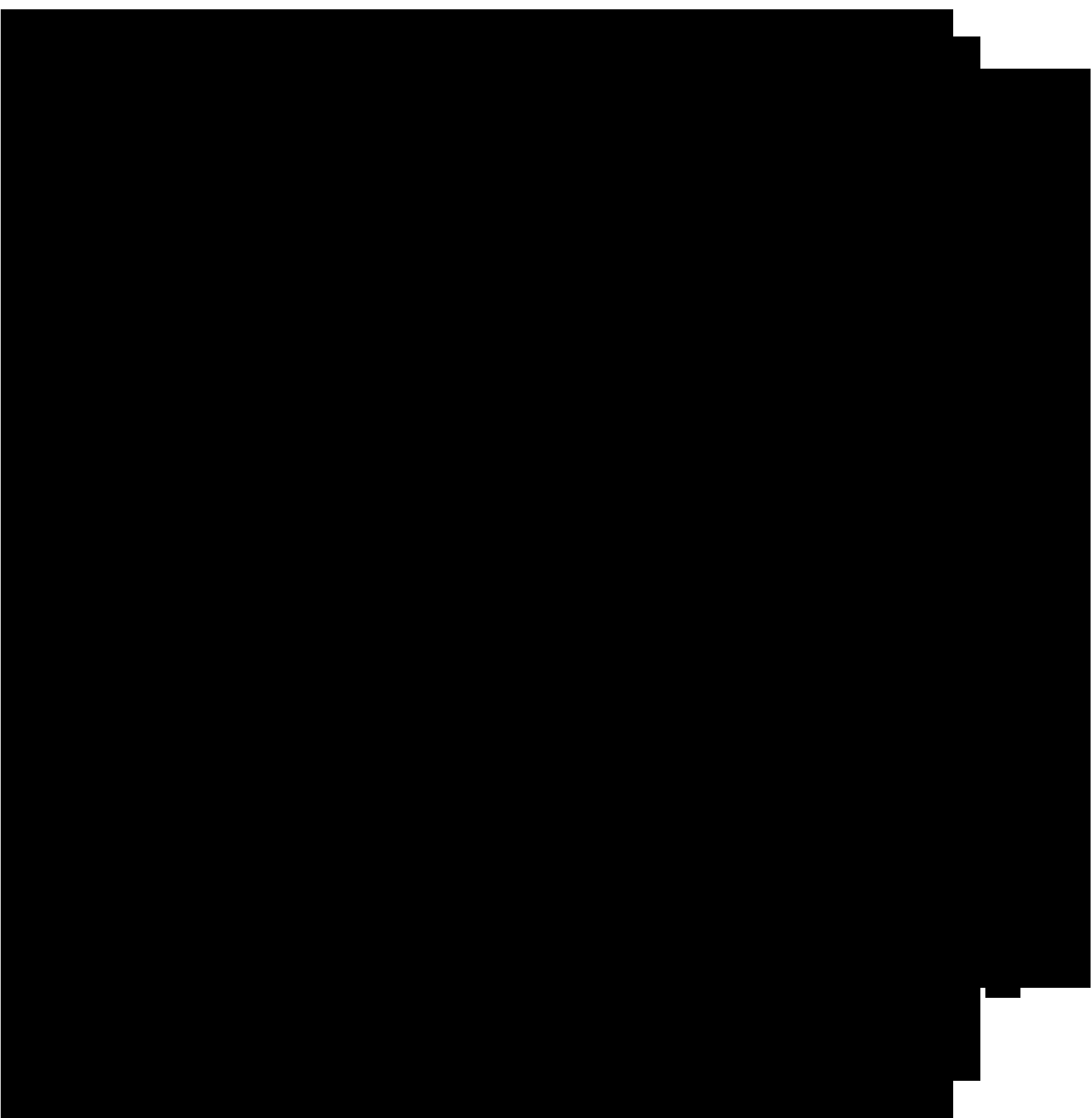


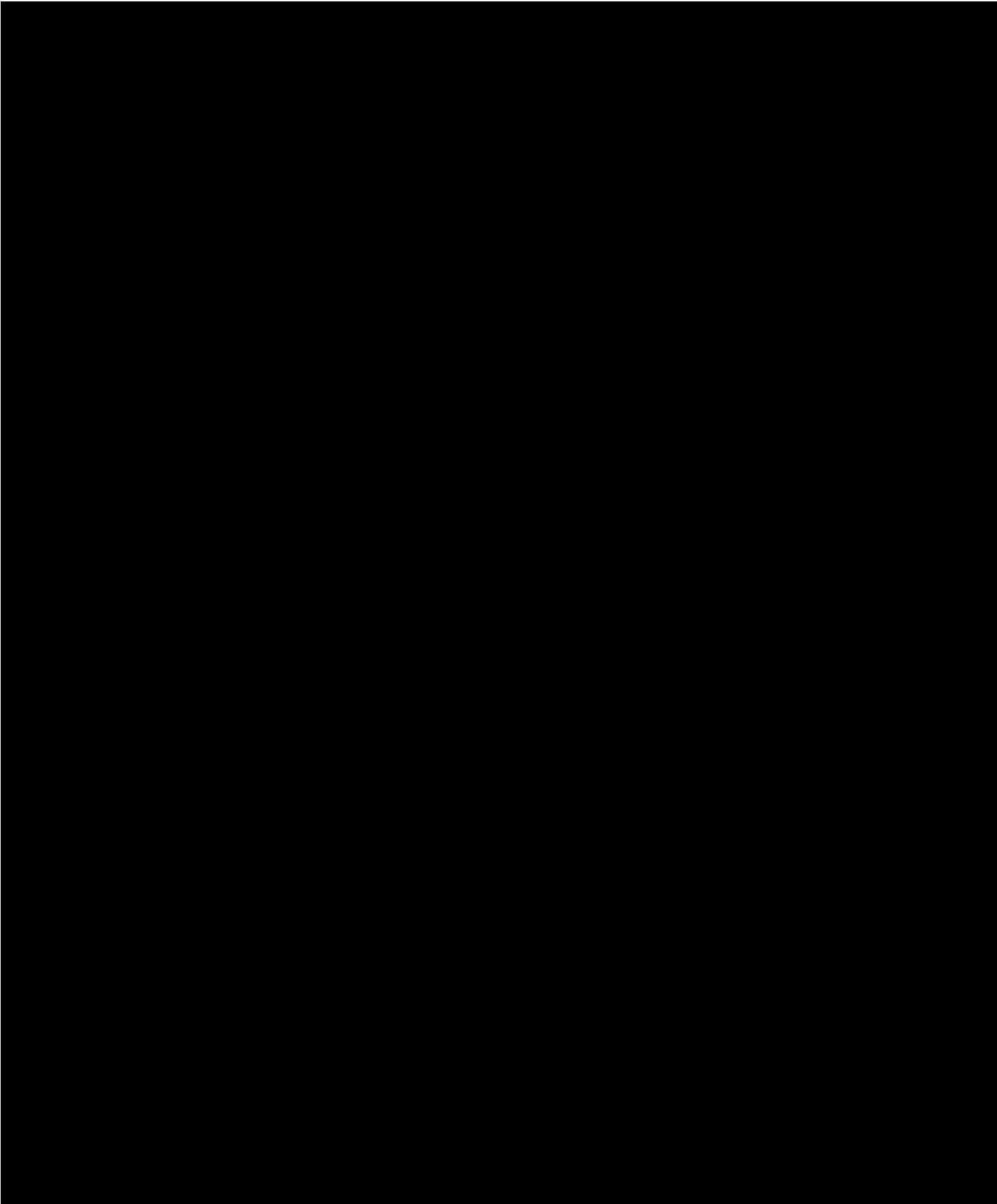


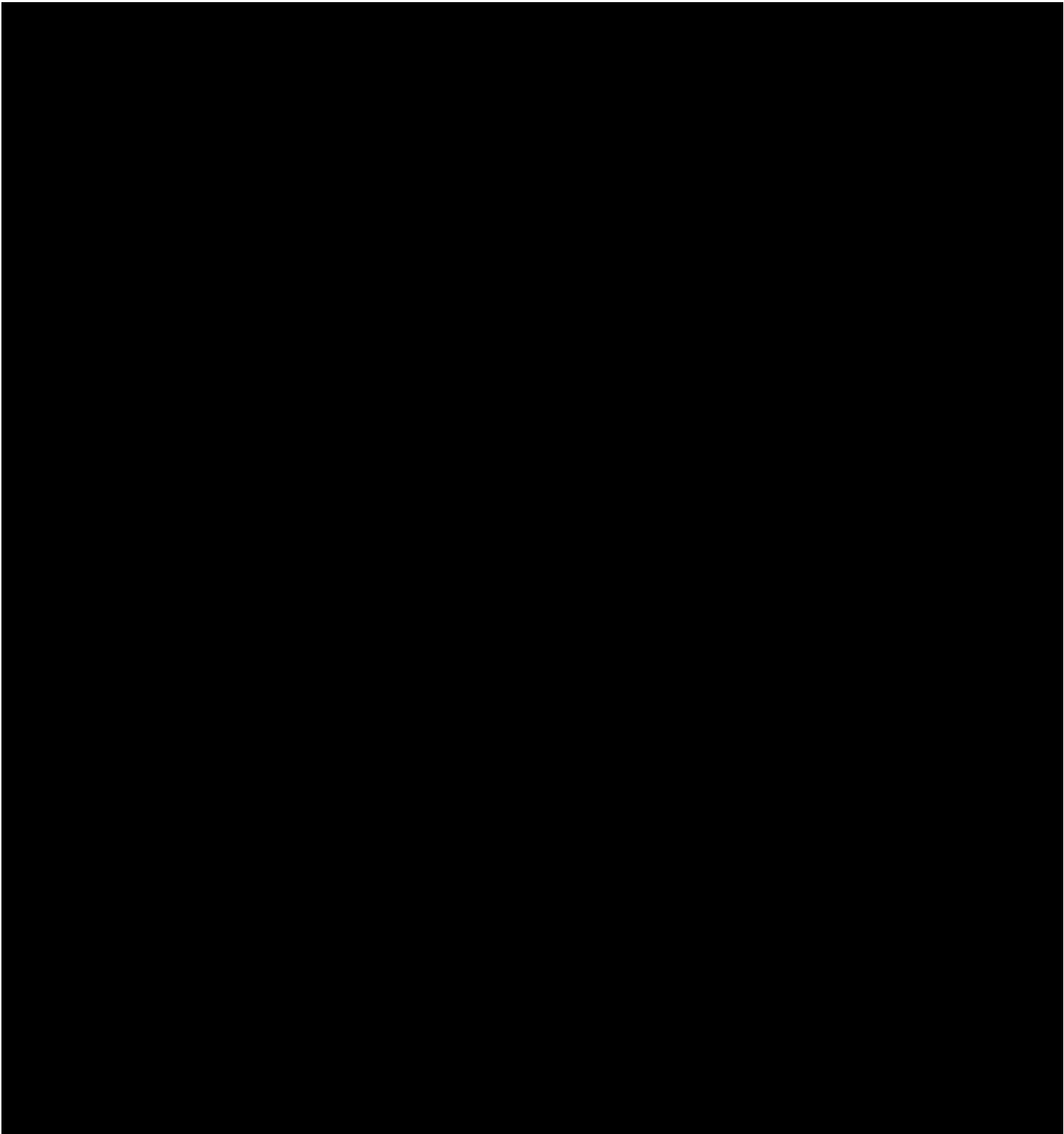


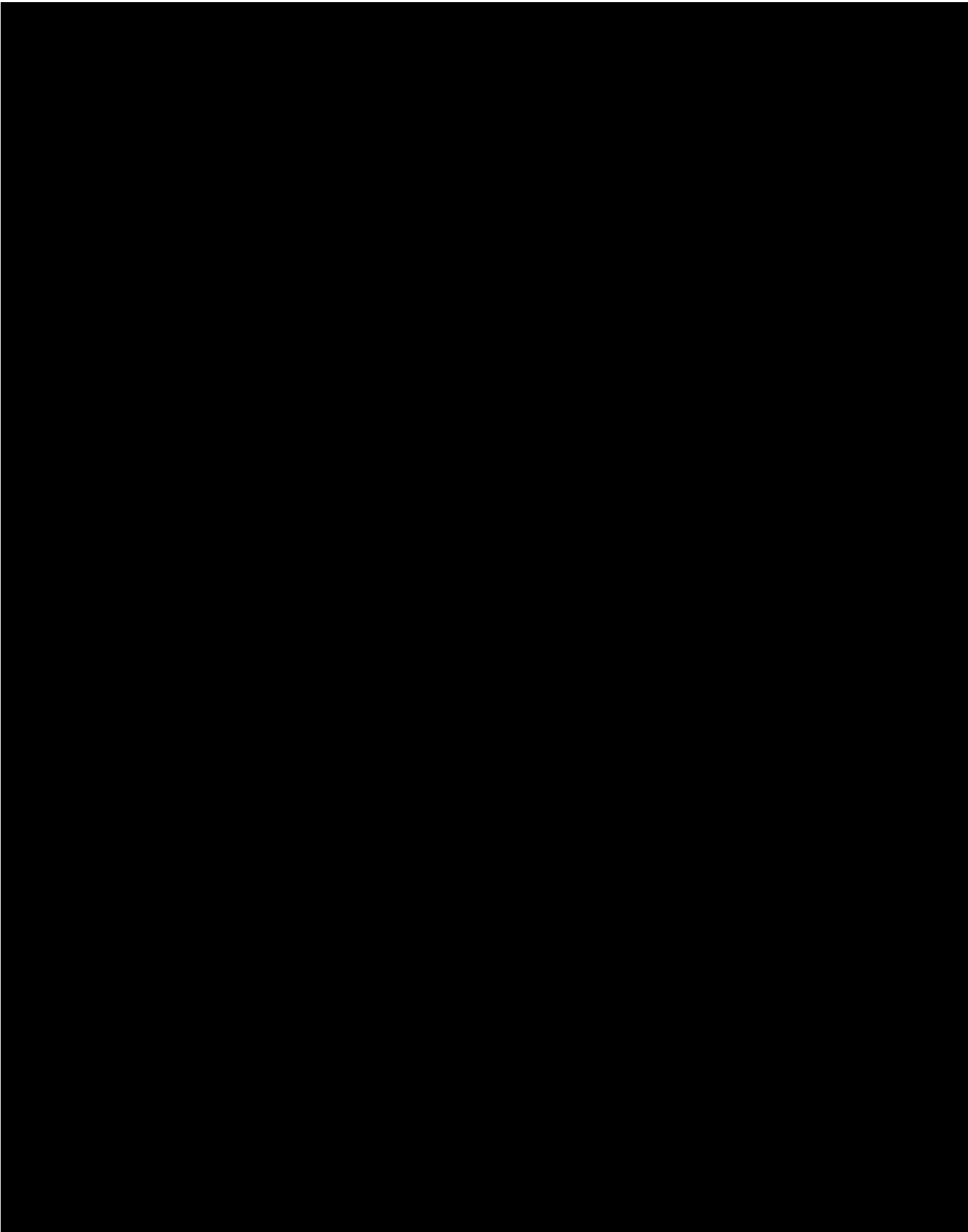


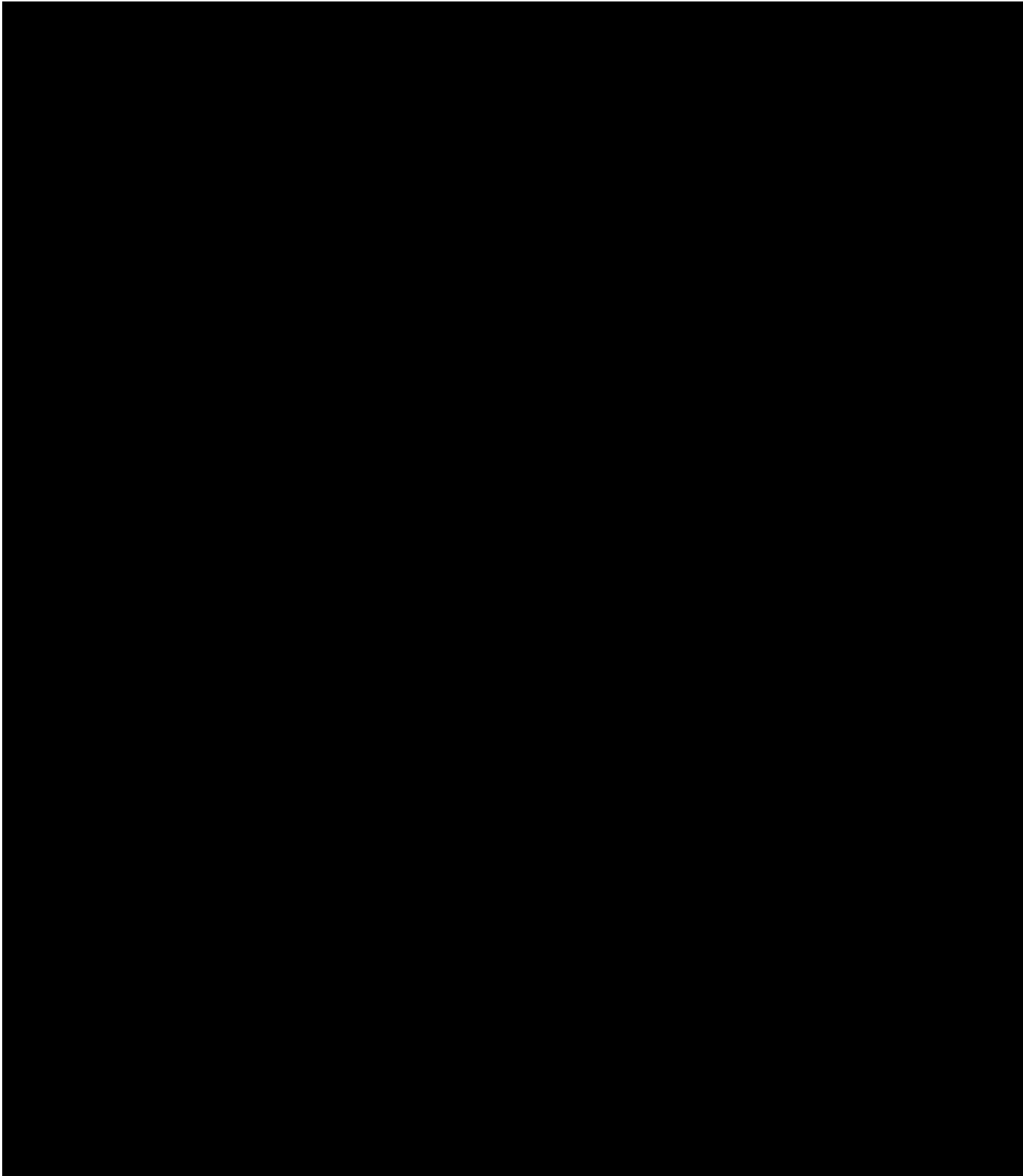


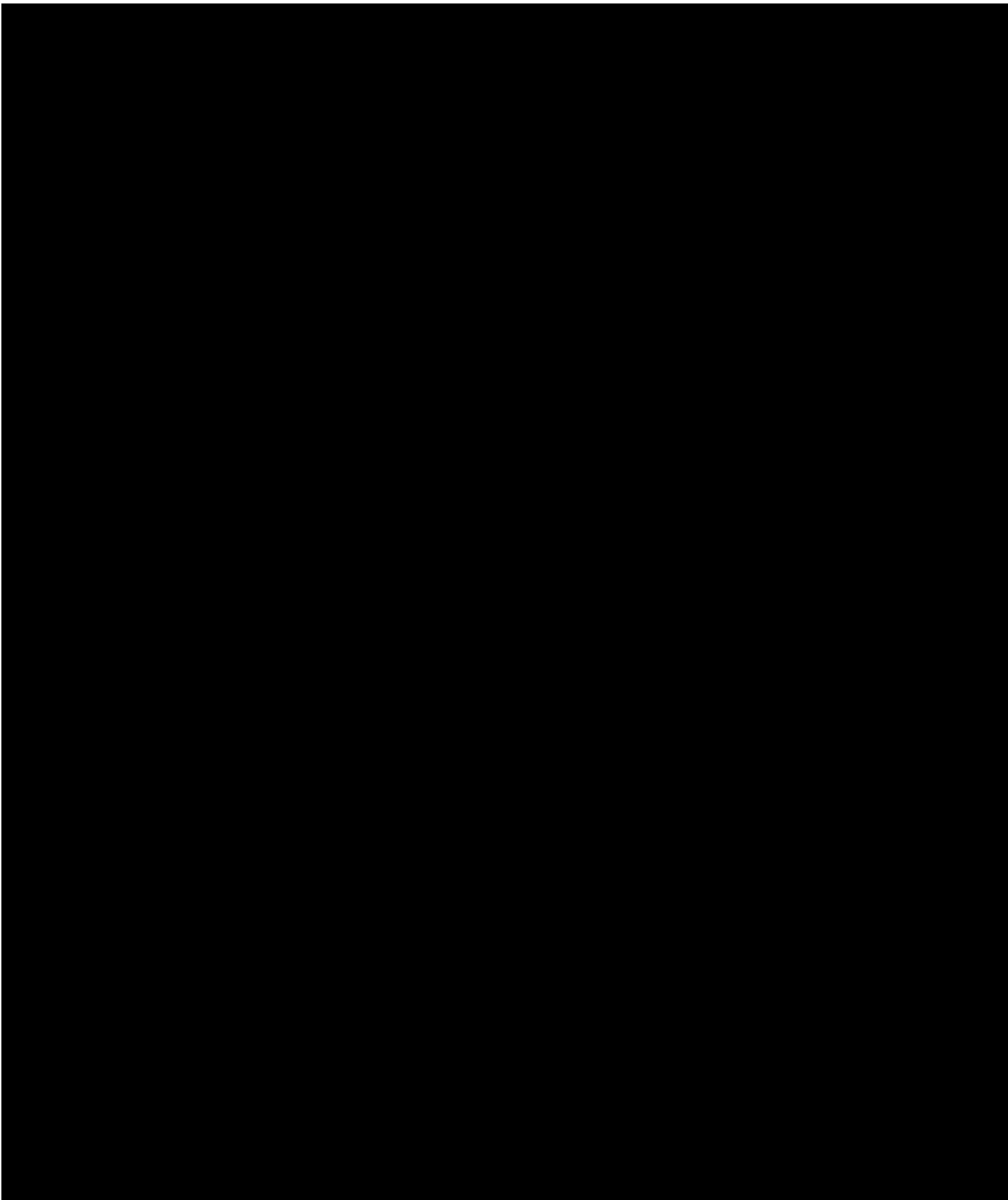


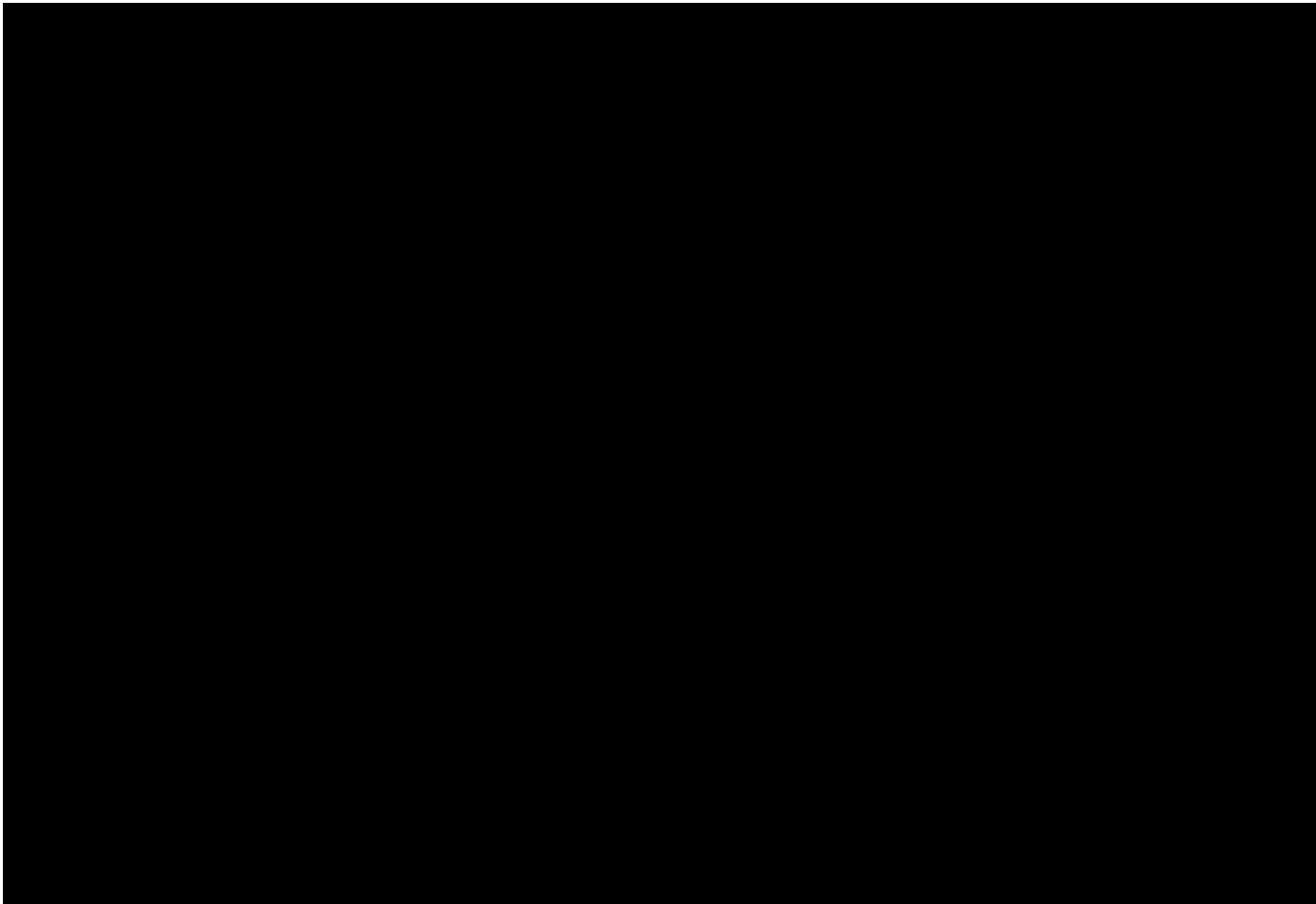


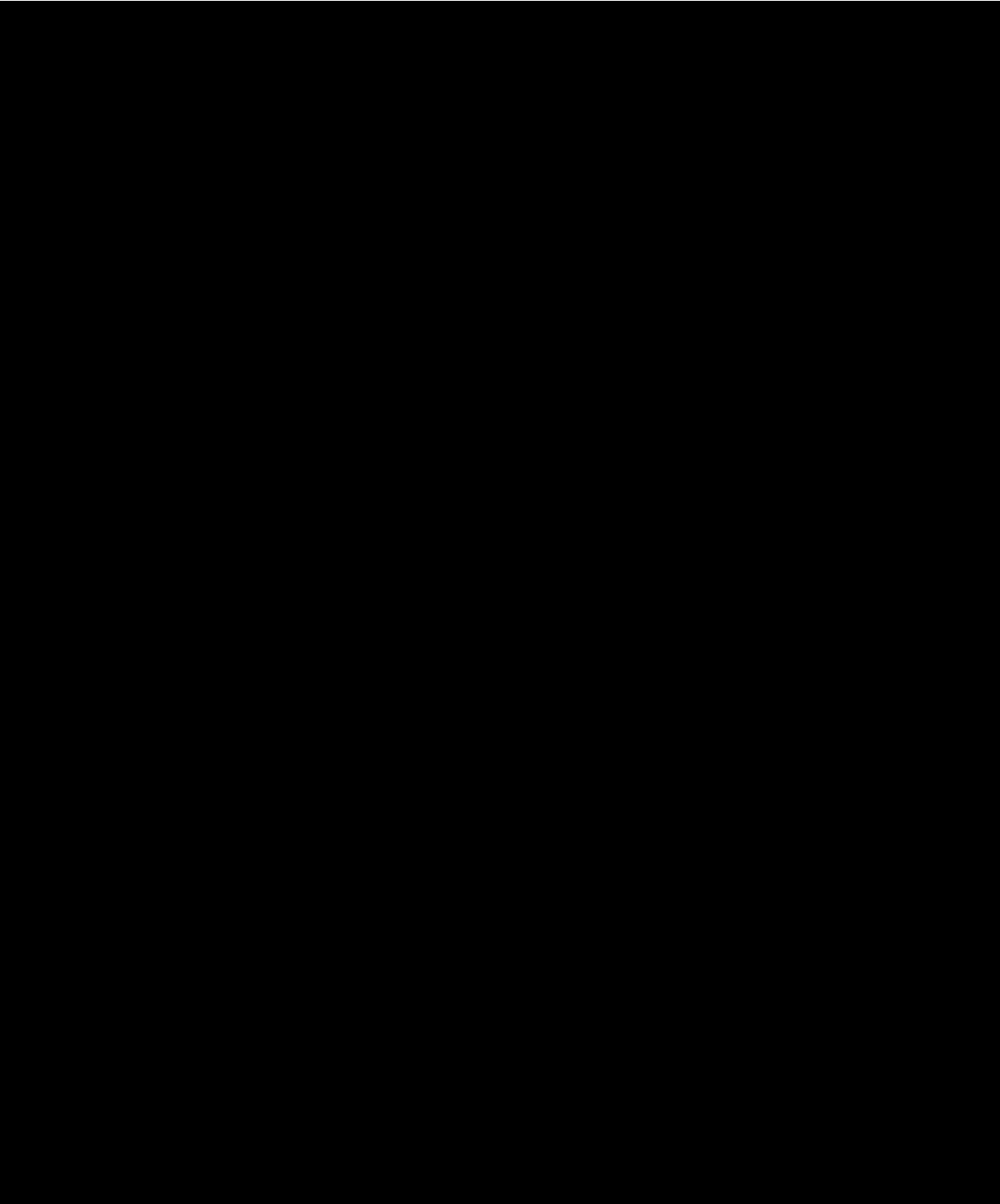


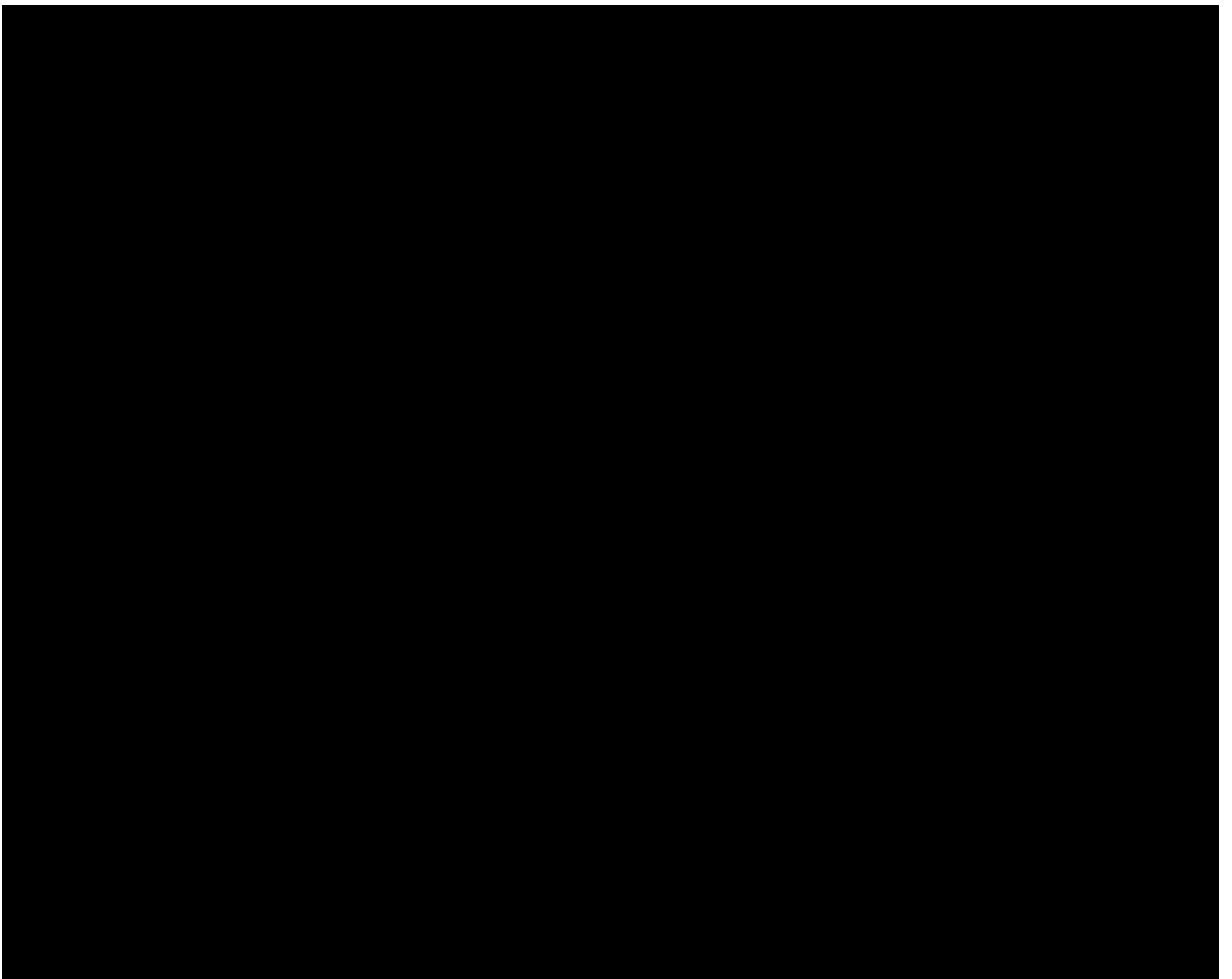
















CTNC Human Resources Manual	
Effective Date	DRAFT 10.20.13

SECTION 47 – INVOLUNTARY SEPARATION

1. OVERVIEW

Instances involving breach of Company policies, willful misconduct or failure to correct performance problems will result in disciplinary action up to and including an employee’s involuntary termination of employment from the Company.

2. MISCONDUCT

Misconduct may result in an employee’s immediate involuntary termination without prior warning or notice. Misconduct includes, but is not limited to, the following examples:

- Willful violation of terms or conditions of employment or breach of Company policies, procedures or rules;
- Theft, unauthorized removal or willful destruction, defacement or misuse of Company property or assets or another employee’s personal property;
- Insubordination (refusal to comply with policies and procedures or to follow manager’s instructions);
- Conviction of a crime of a type which involves theft, bribery, embezzlement or other dishonesty or otherwise involves conduct of a nature which, if repeated in the future, could cause a significant threat to the safety or welfare of the Company, its property or its employees;
- Dishonesty or willful violations of the Company’s Business Ethics Policy;
- Concealing offenses committed by another employee;
- Falsification of documents including employment applications and resumes, time cards (yours and others) and Company records;
- Unauthorized possession of dangerous weapons on Company premises;
- Possession, distribution, sale, use or being under the influence of alcohol or illegal drugs while on Company property, while on the job or while operating a leased vehicle;
- Conduct which is unlawful or endangers the safety or welfare of the Company, its property or employees;
- Use of abusive, threatening or obscene language;
- Gambling on Company premises;
- Disregard of safety rules or of common safety and sanitary practices;
- Consistently poor job performance;
- Sleeping on the job;
- Failure to report injuries no matter how slight; Excessive absenteeism, lateness or time away from work stations;
- Performing personal business including unauthorized telephone calls, during working hours;
- Unlawful harassment, including sexual harassment of others; and
- Disclosure of confidential information or breach of confidential trust within or outside of the Company.



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The foregoing misconduct examples are not intended to be inclusive of all of the required discipline, proper standards of conduct or obligations of Company employees.

In addition, nothing herein shall be construed as limiting the Employment-at-Will relationship between the Company and our employees.

3. INVESTIGATION

Management personnel who suspect that an employee’s actions constitute a violation of misconduct must notify the Human Resources Department immediately and summarize the conduct in a confidential memorandum to the Human Resources Department. Sufficient time should be allowed to inform the employee of the charge and hear the employee’s explanation, evaluate all pertinent facts and establish proof. The alleged misconduct must be sufficiently established and disciplinary action should not result until the facts justify the action to be taken.

Speculation, conjecture or vague circumstantial evidence does not constitute sufficient proof. Past, unrelated or otherwise irrelevant offenses should not be considered supportive evidence of the present charge (although they may be considered subsequently in the determination of appropriate disciplinary action). There may be cases where circumstantial evidence may be sufficient proof if its weight is substantial.

The determination that an employee has committed misconduct does not require proof equal to that necessary to secure conviction in the courts. The determination must only be made in the Company’s reasonable judgment.

4. SUSPENSION

Suspension with or without pay may be warranted in situations involving investigations into an employee’s potential misconduct, depending upon the circumstances. All suspensions require the prior approval of the Human Resources Department.

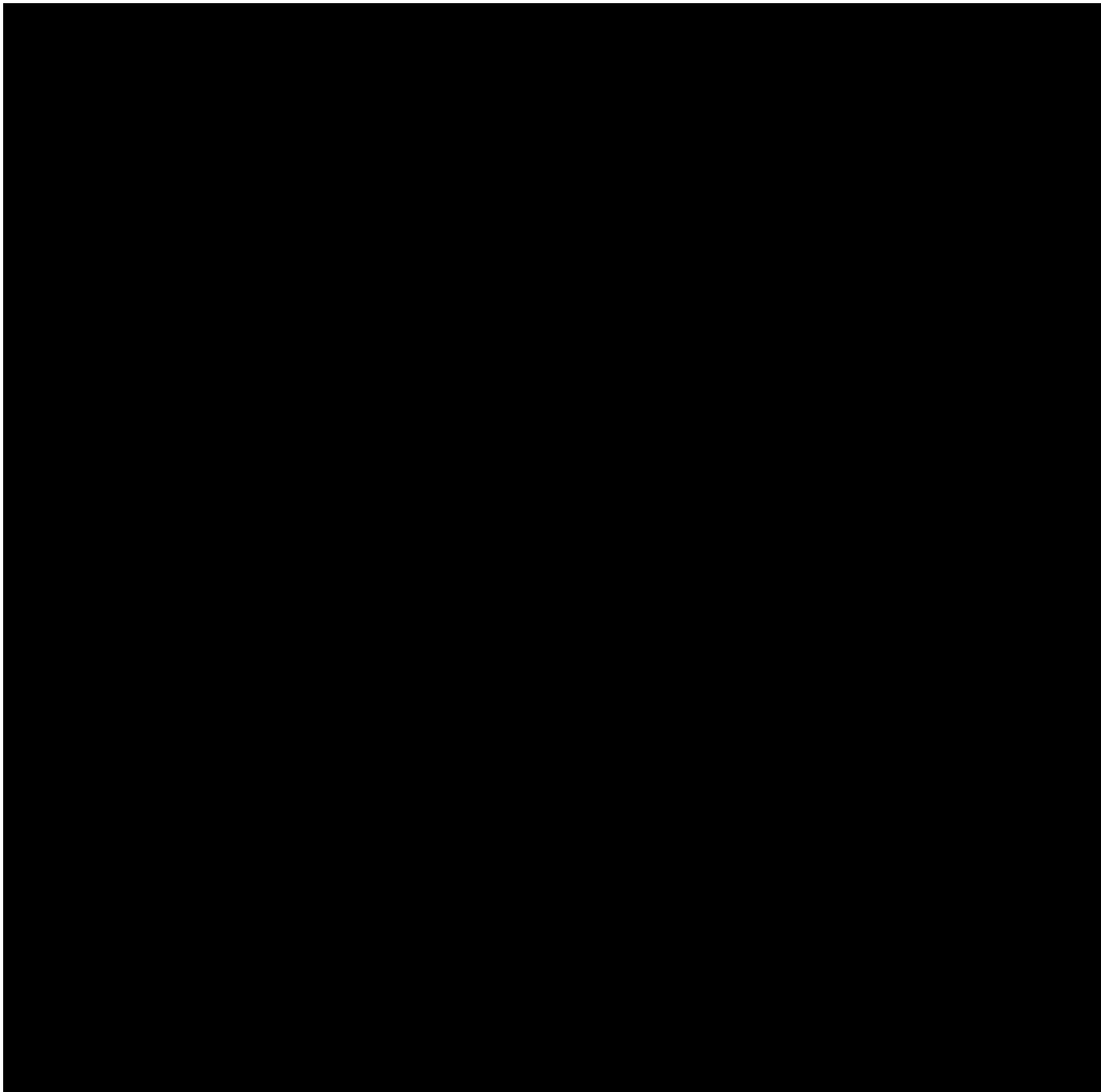
5. APPROVALS

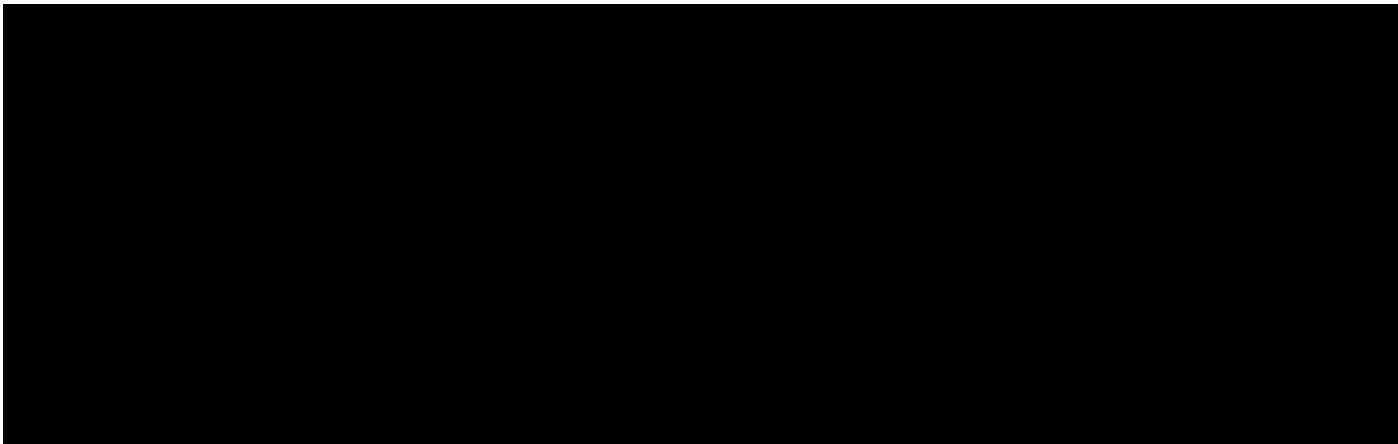
Termination of employment resulting from an employee’s misconduct or failure to correct performance problems requires the prior approval of the Human Resources Department.

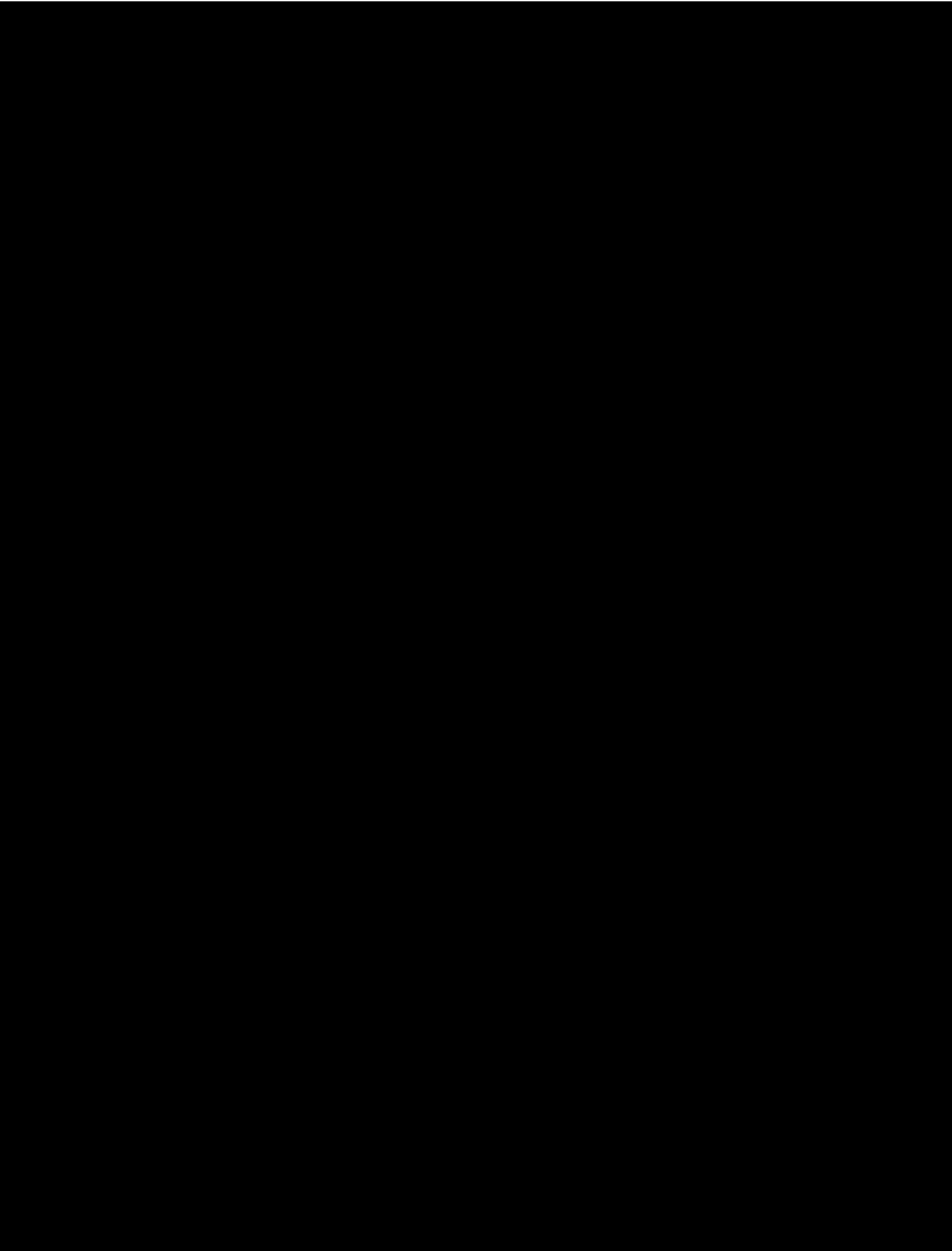
6. “PAY IN LIEU OF WORKING” NOTIFICATION

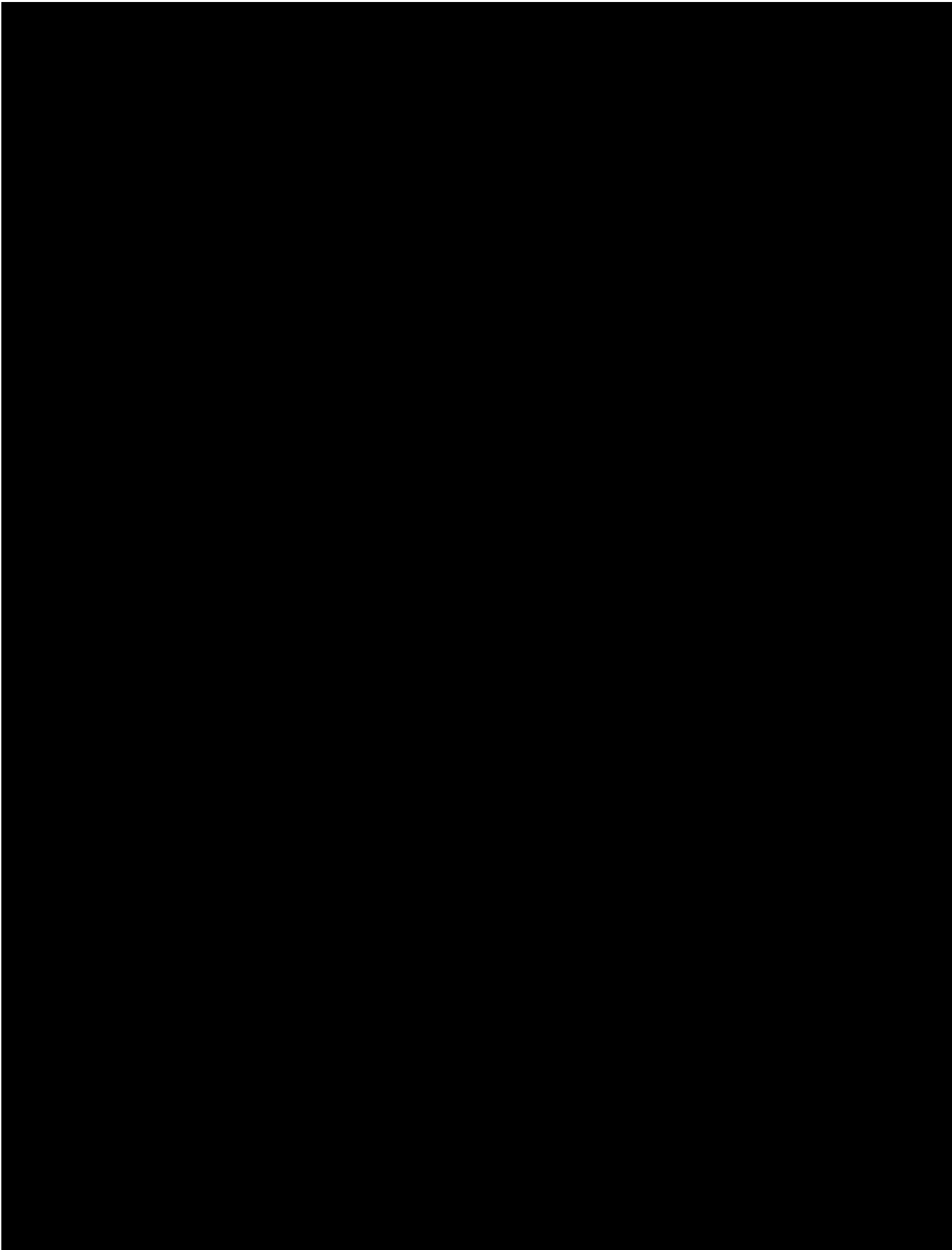
Involuntary termination of employment for performance problems may result in the employee receiving two (2) weeks’ pay in lieu of working notice.

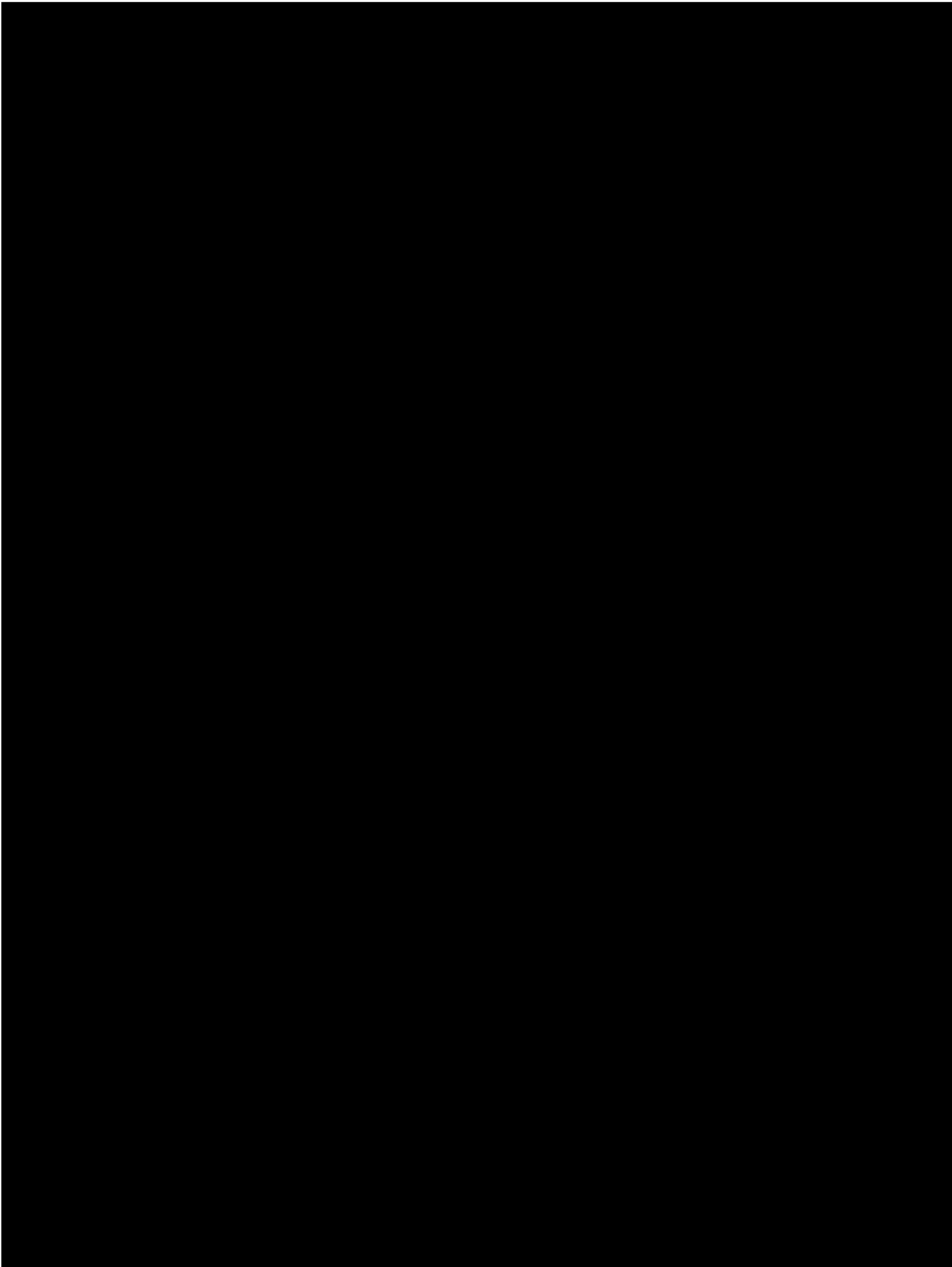
Involuntary terminations of employment for misconduct are not eligible for pay in lieu of working notice.

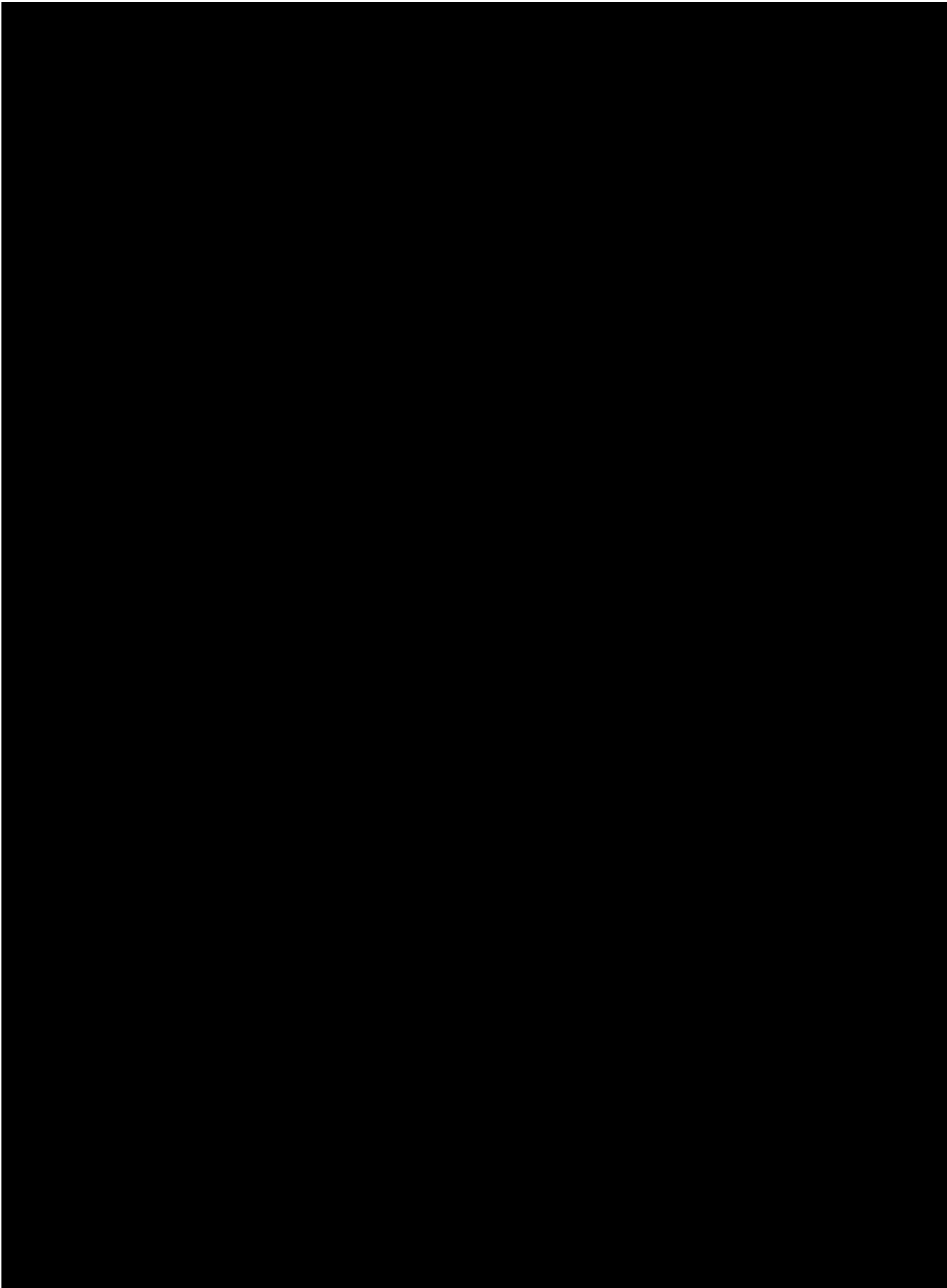


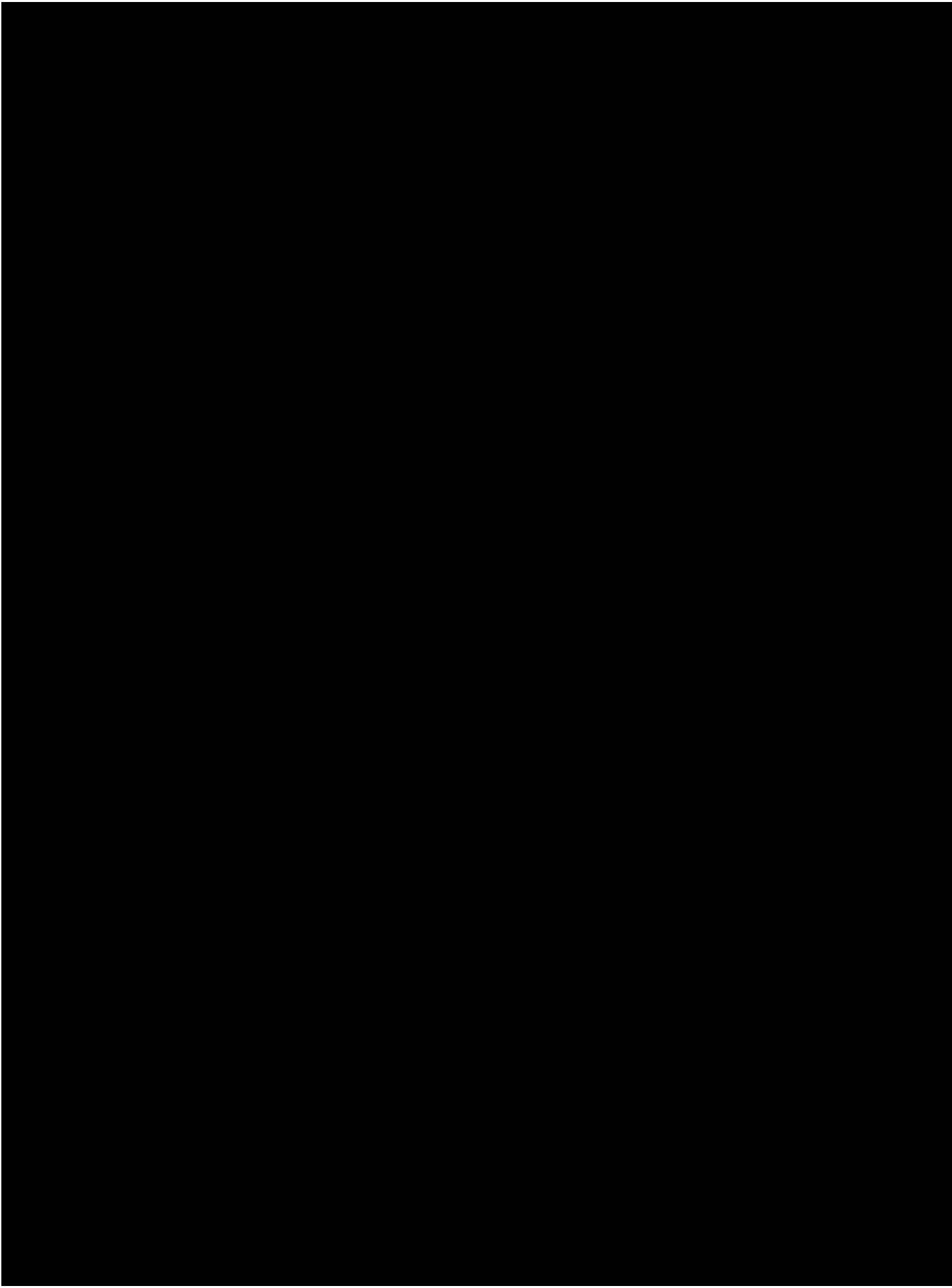


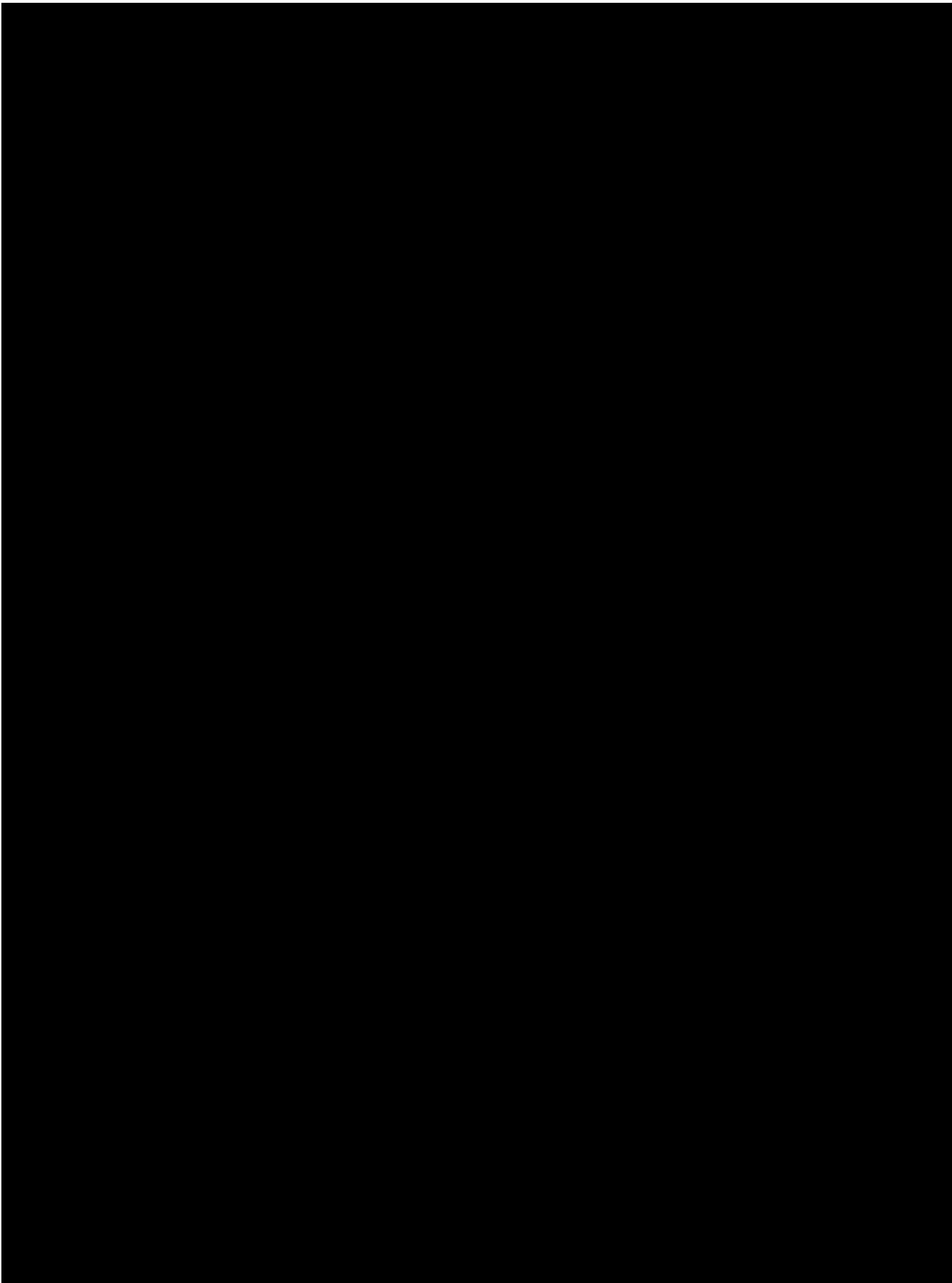


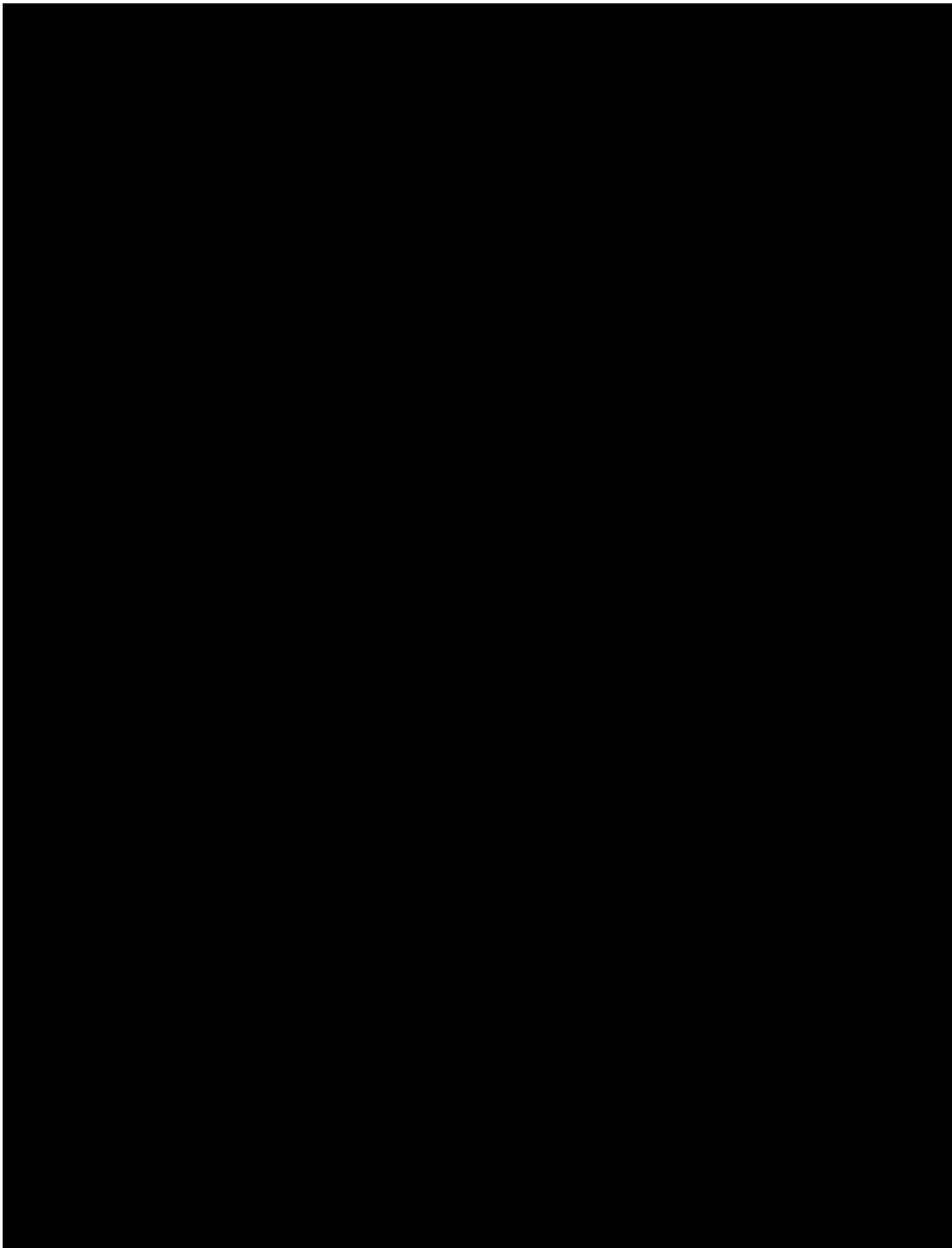


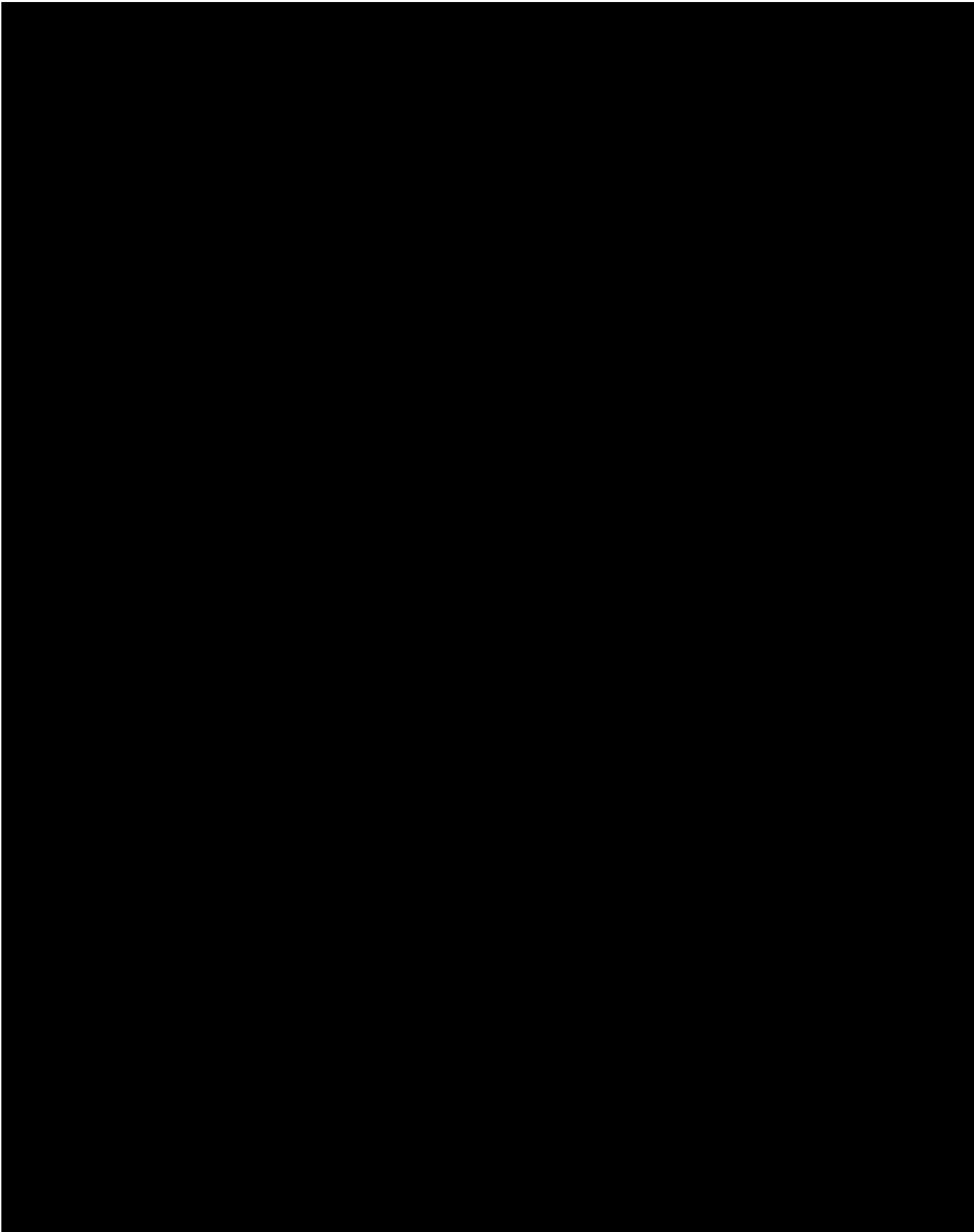


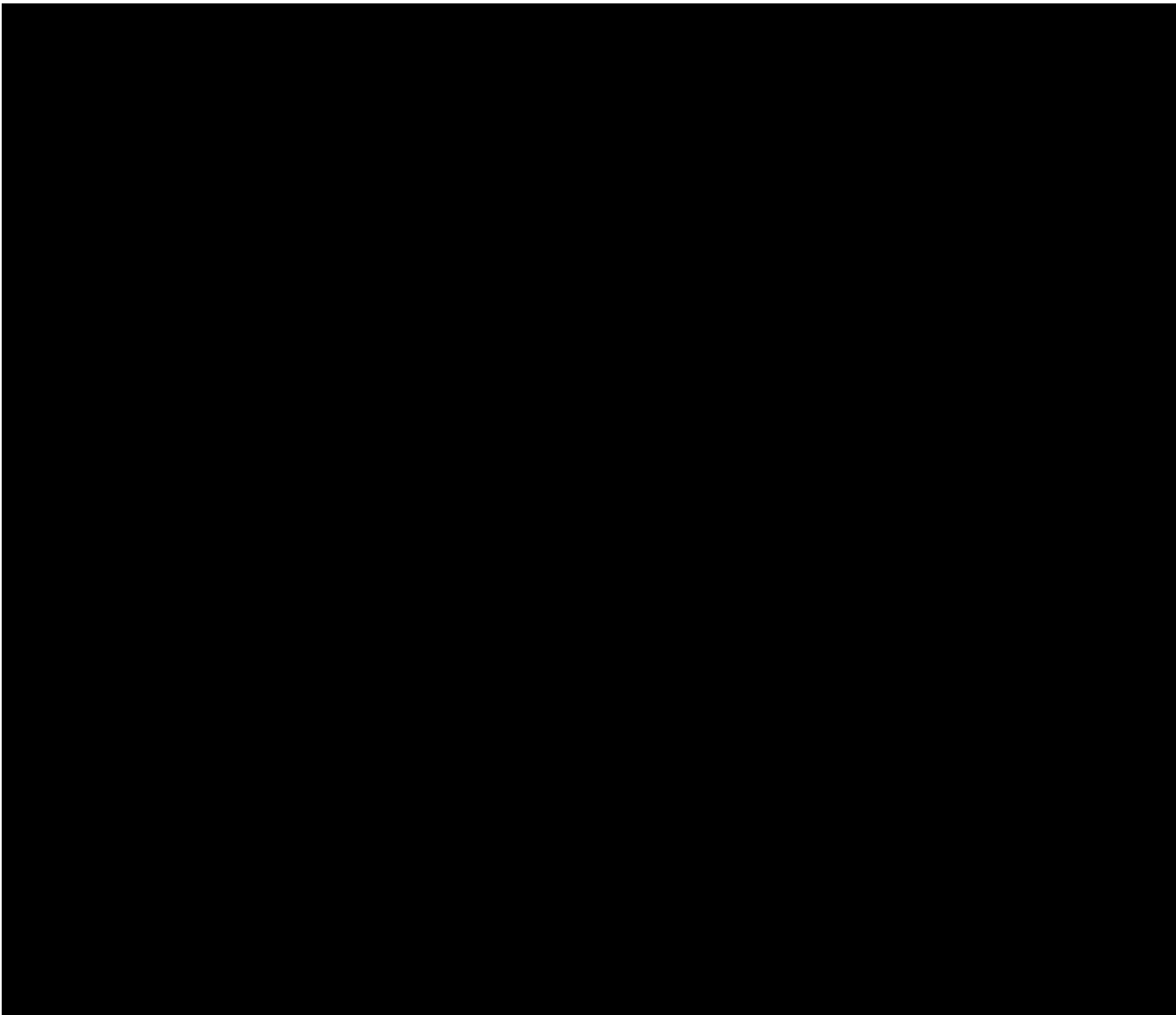


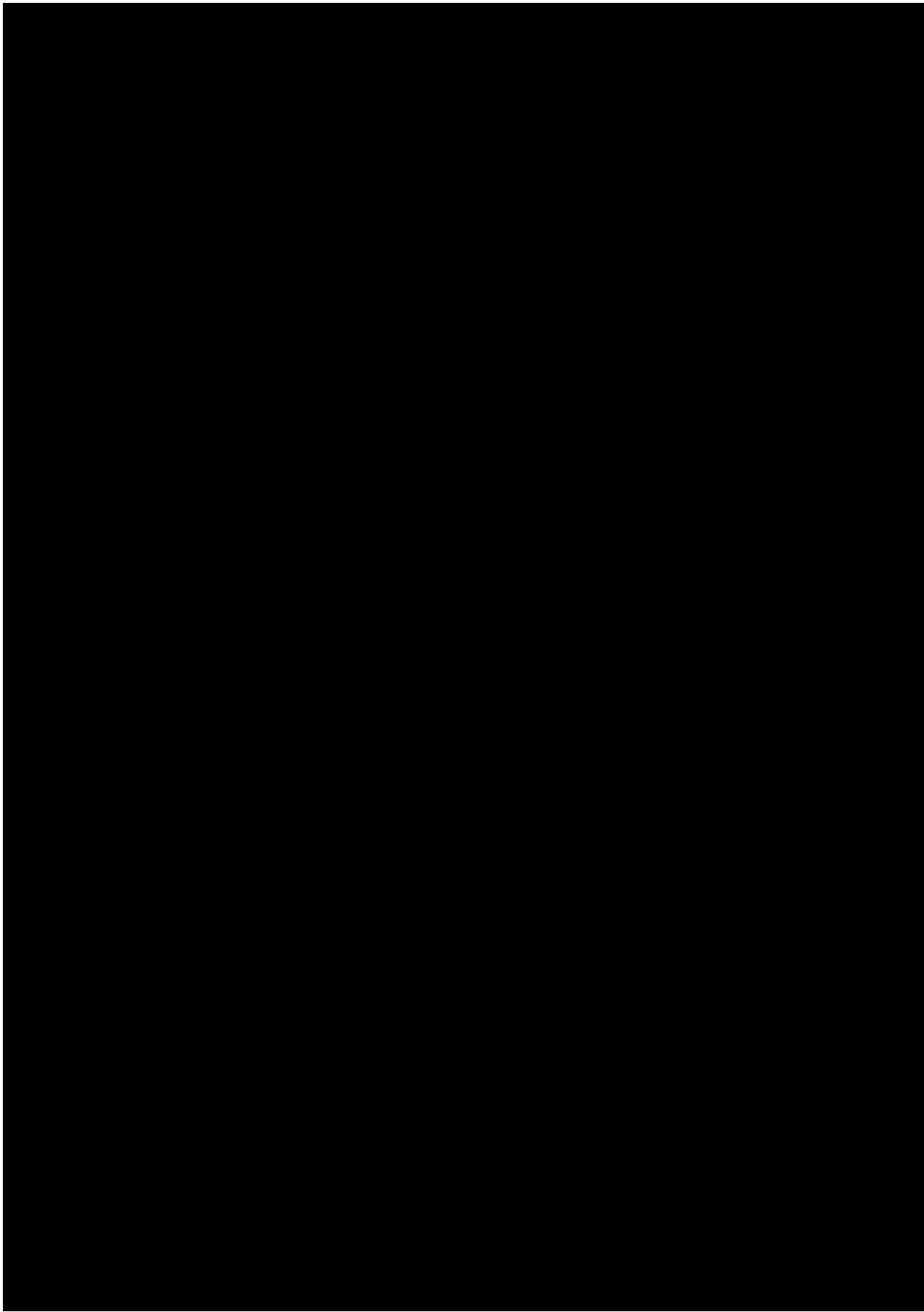


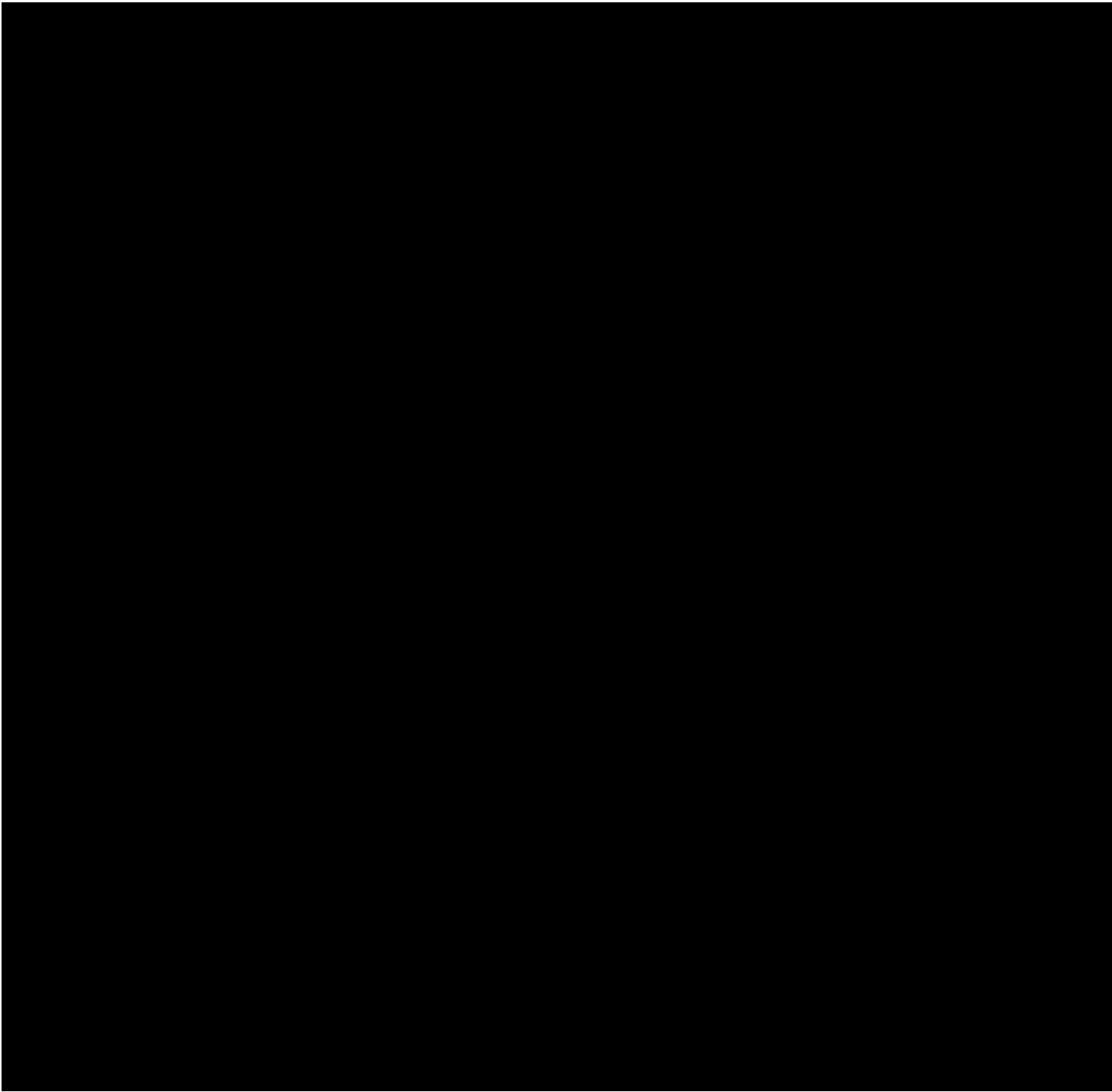


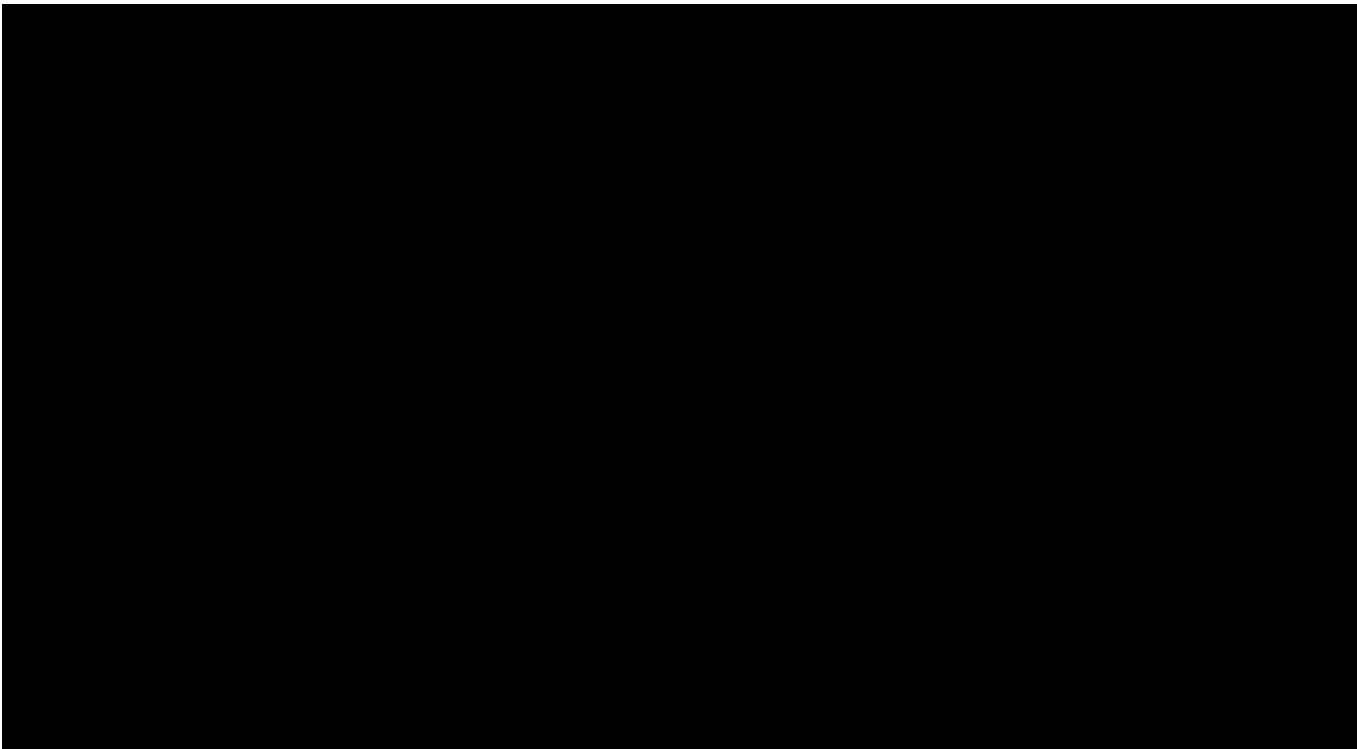


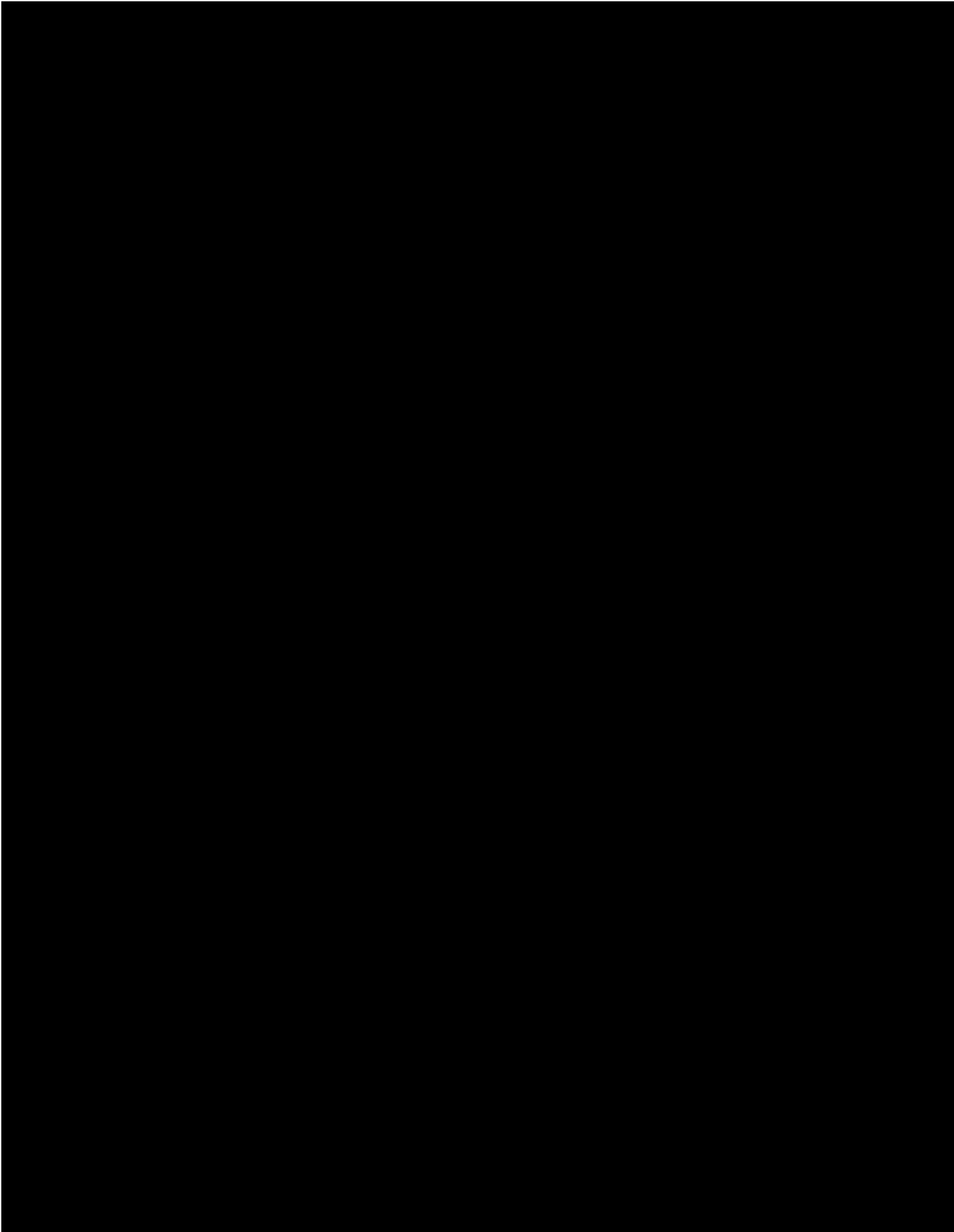


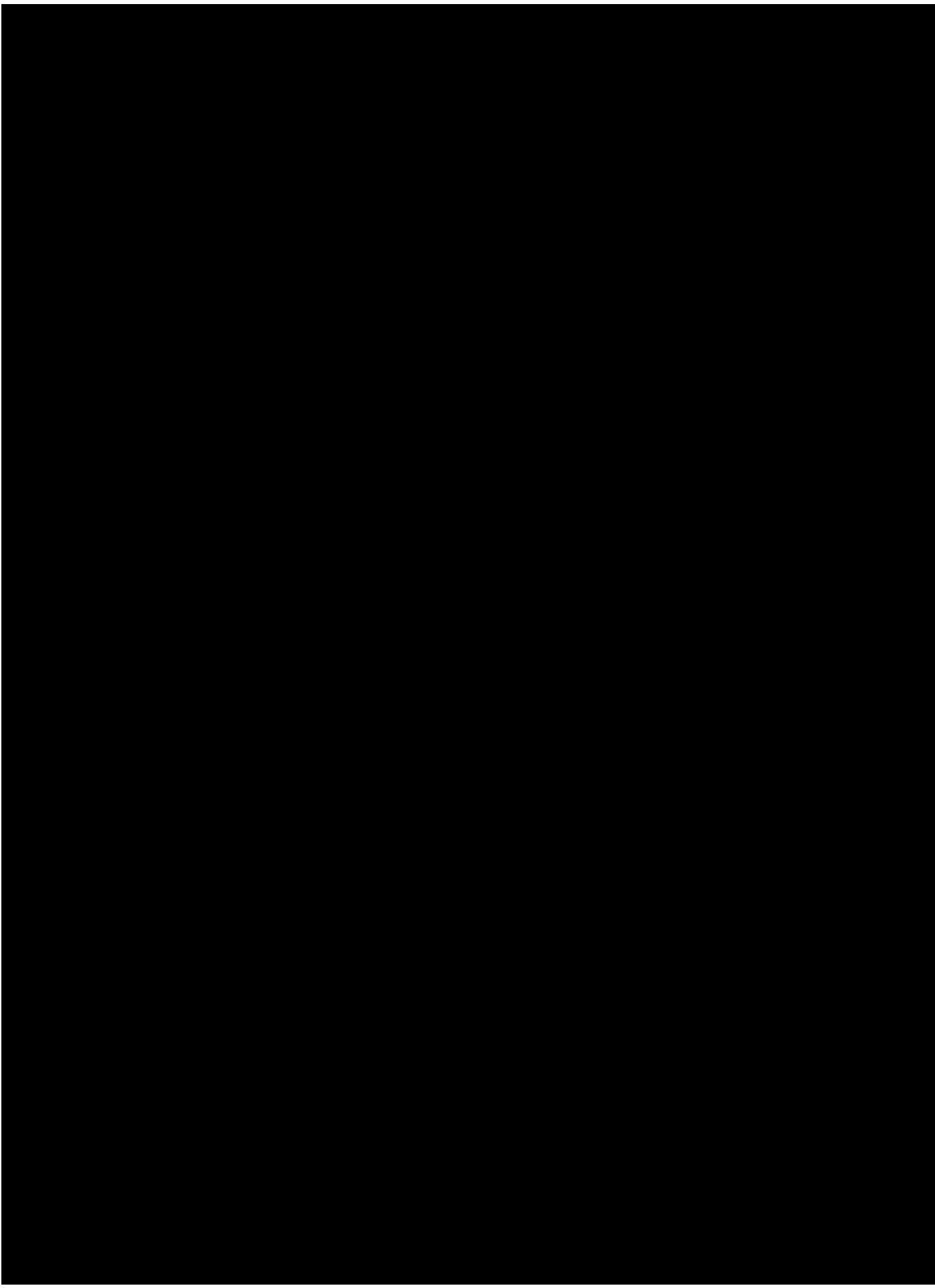


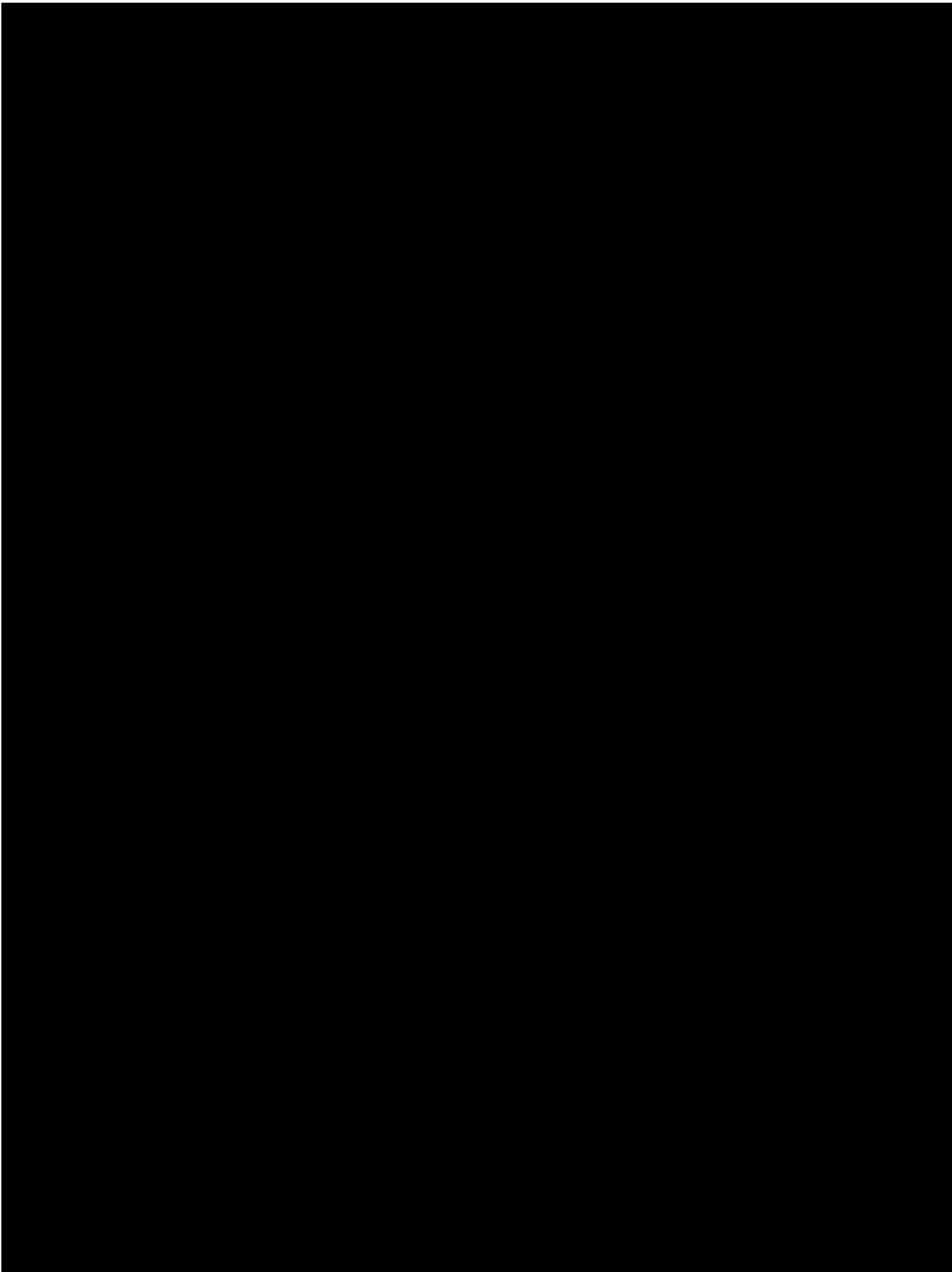


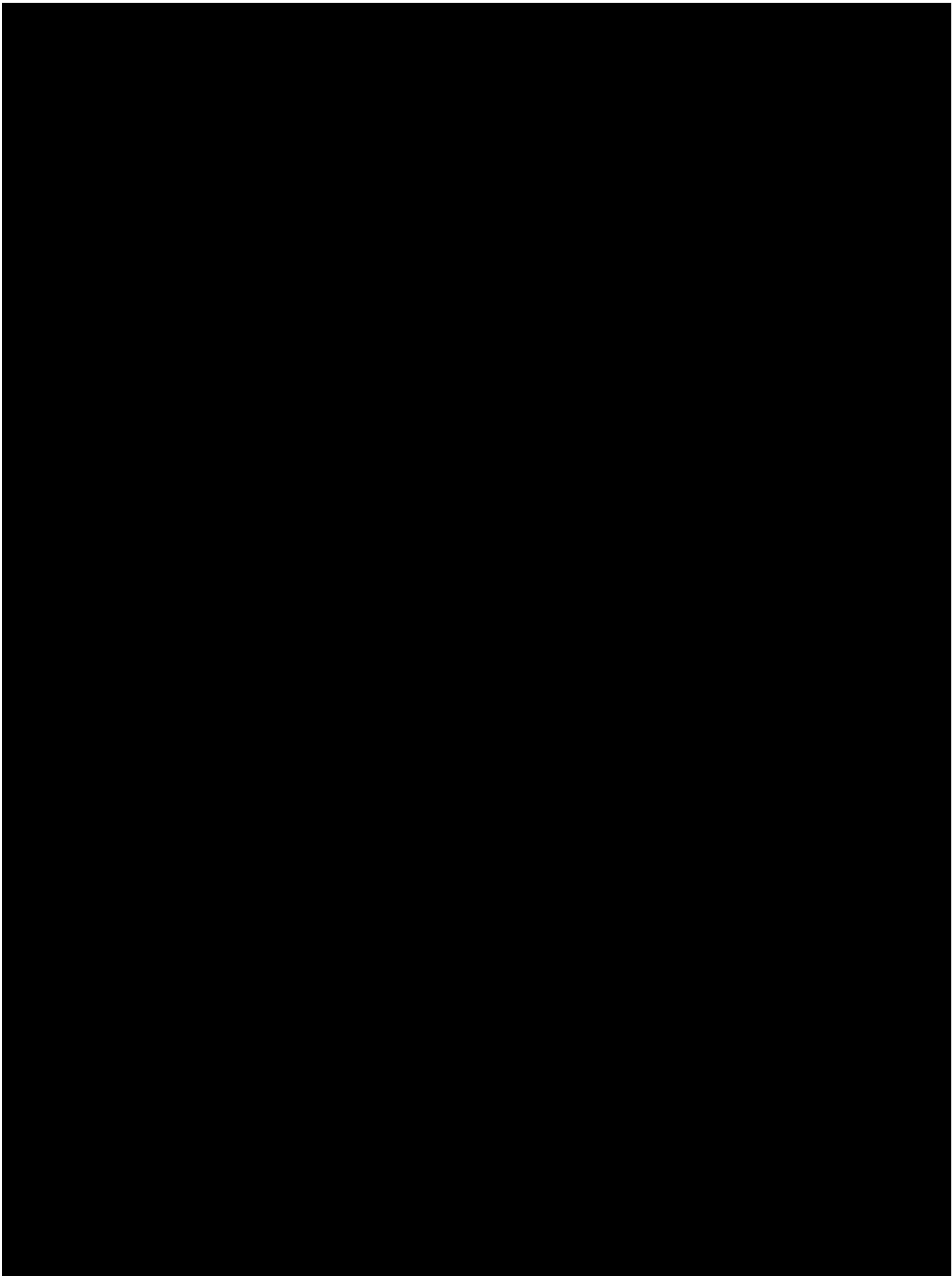


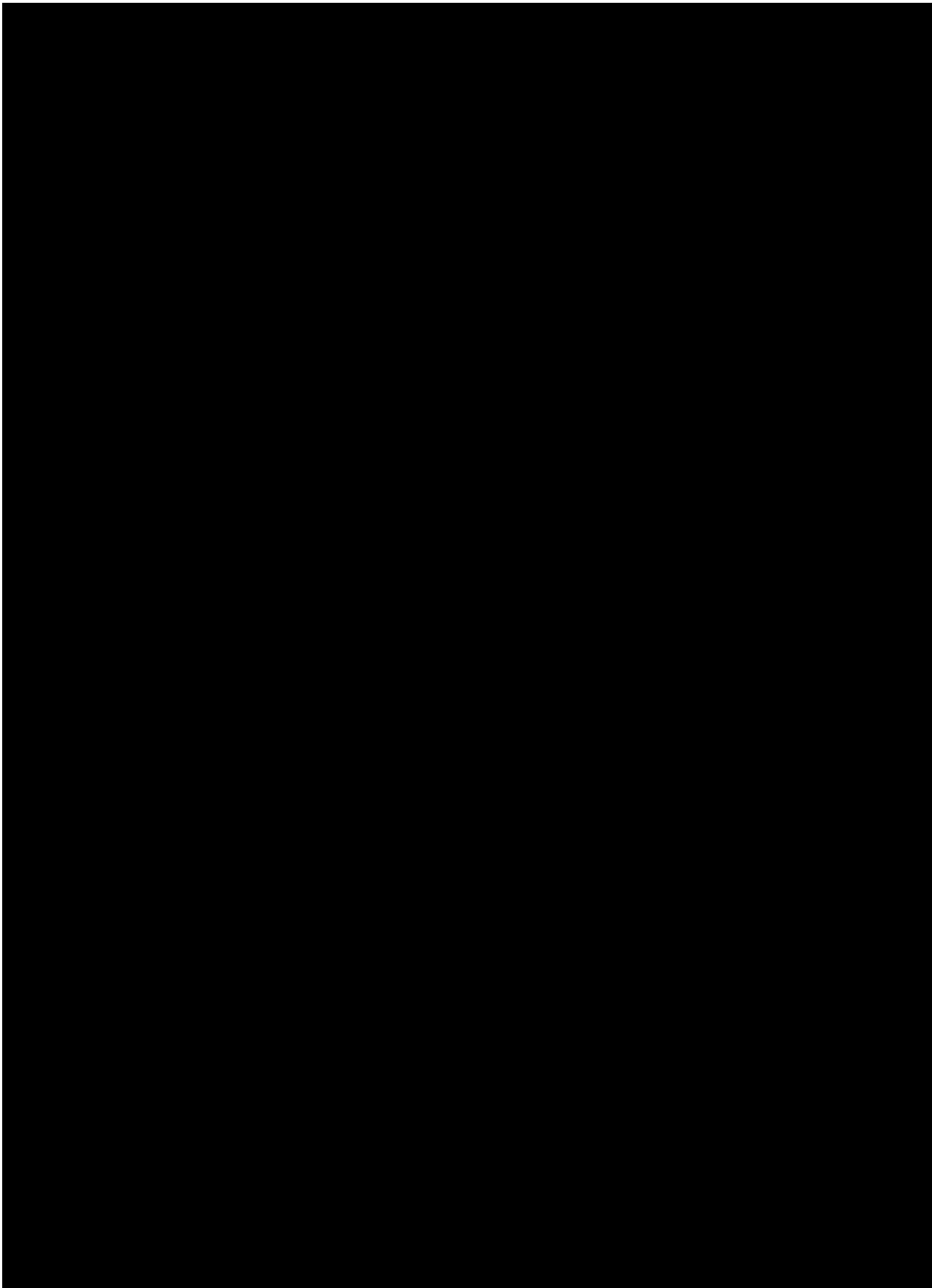


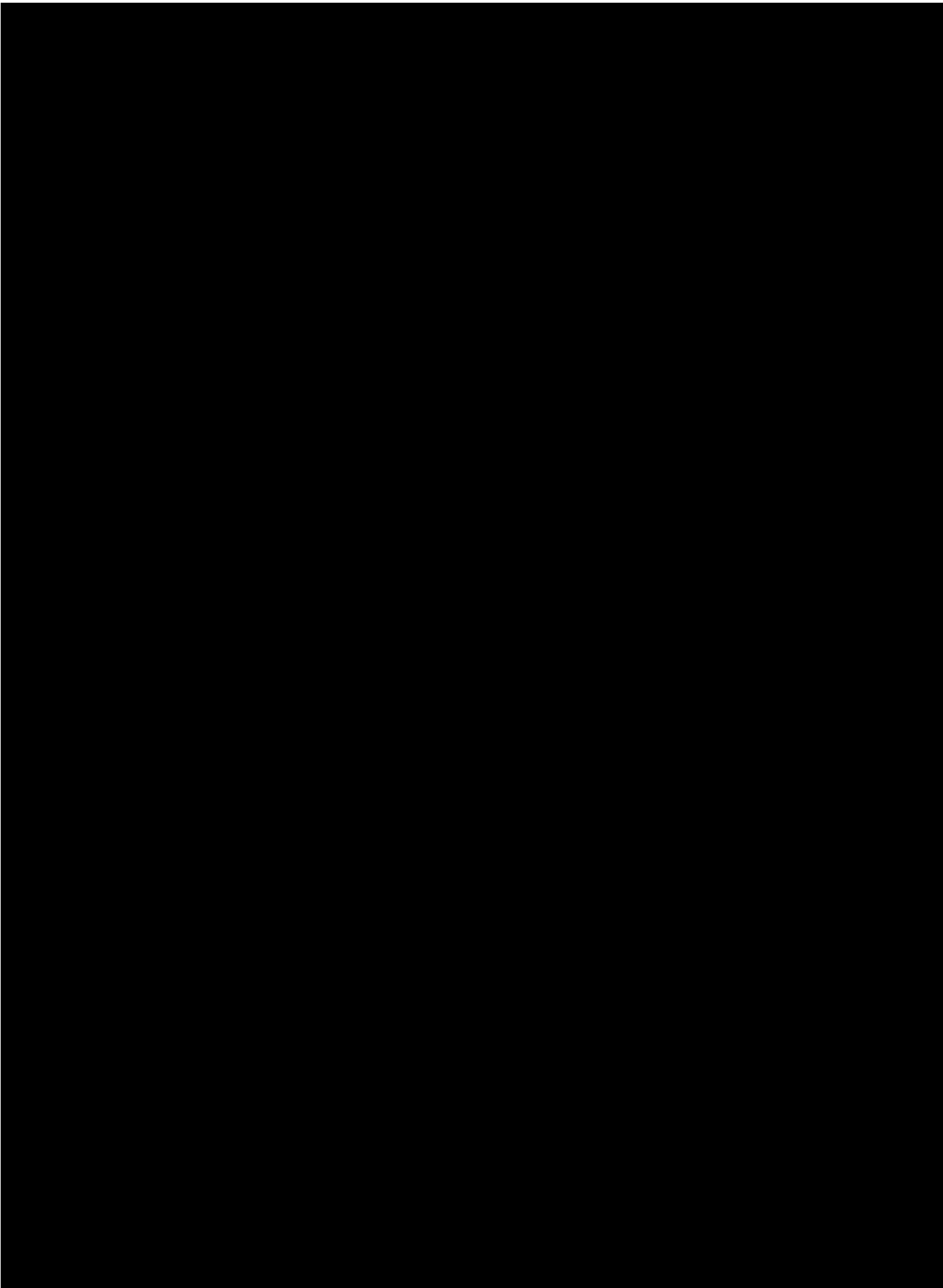


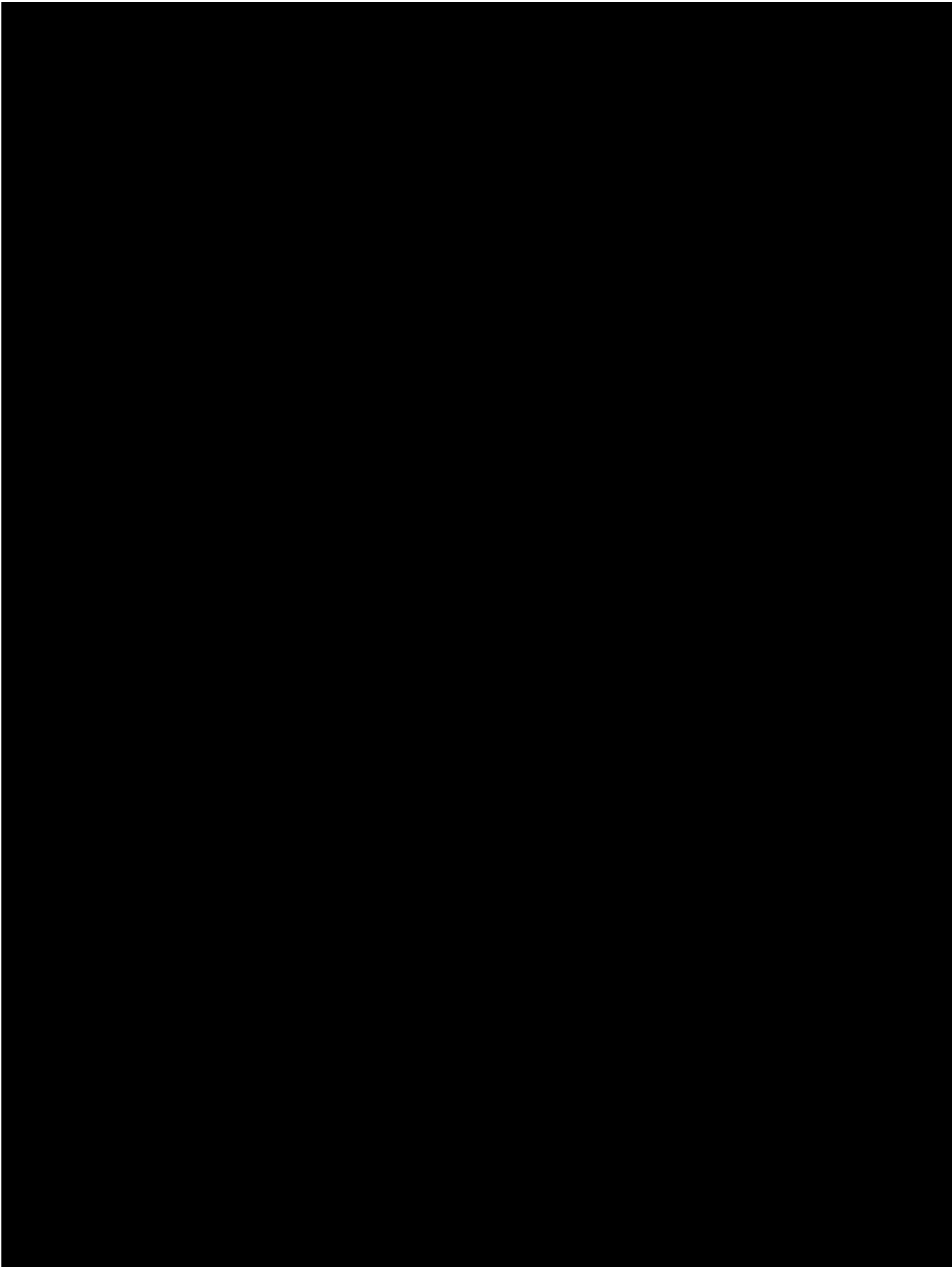


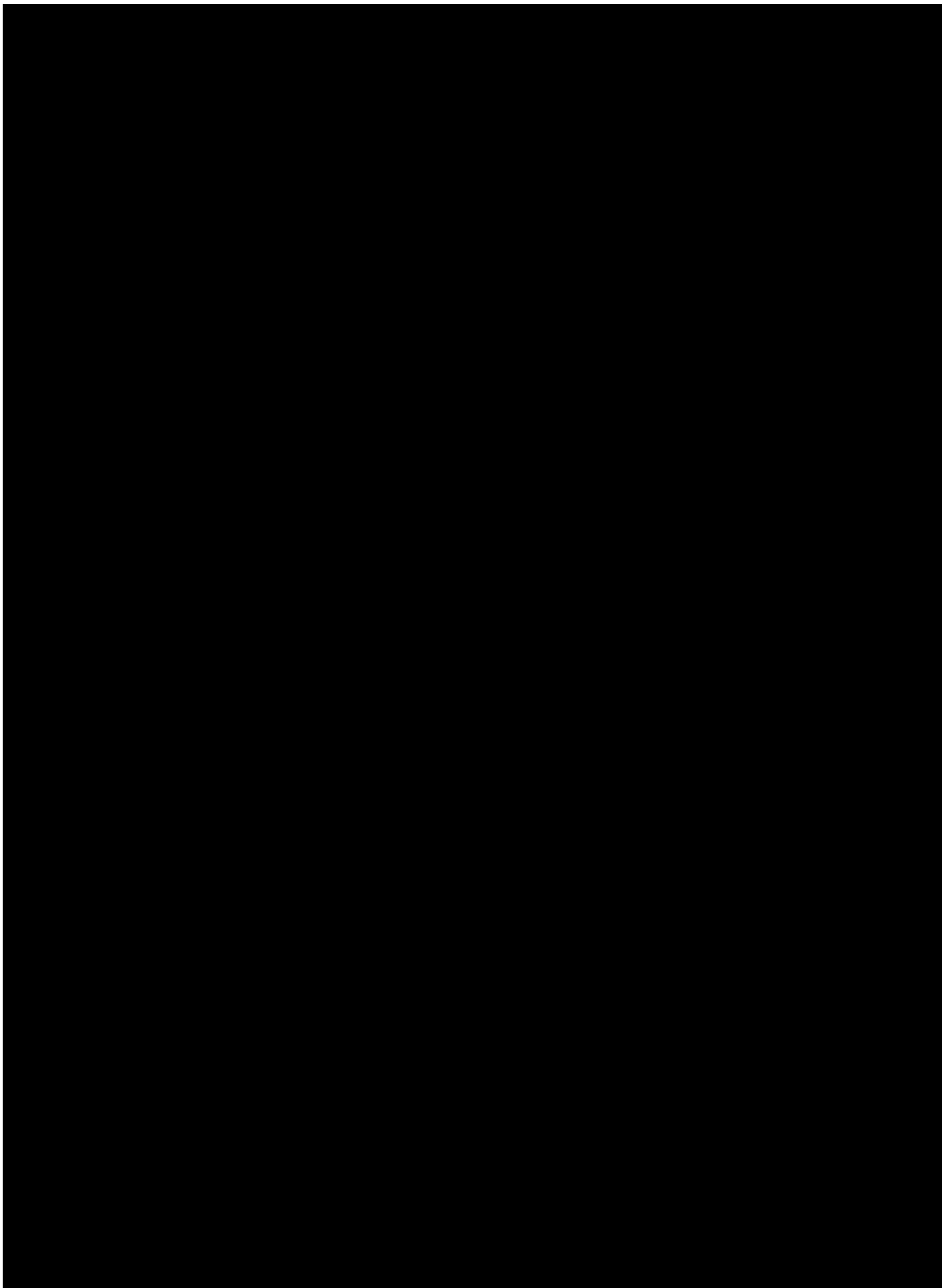


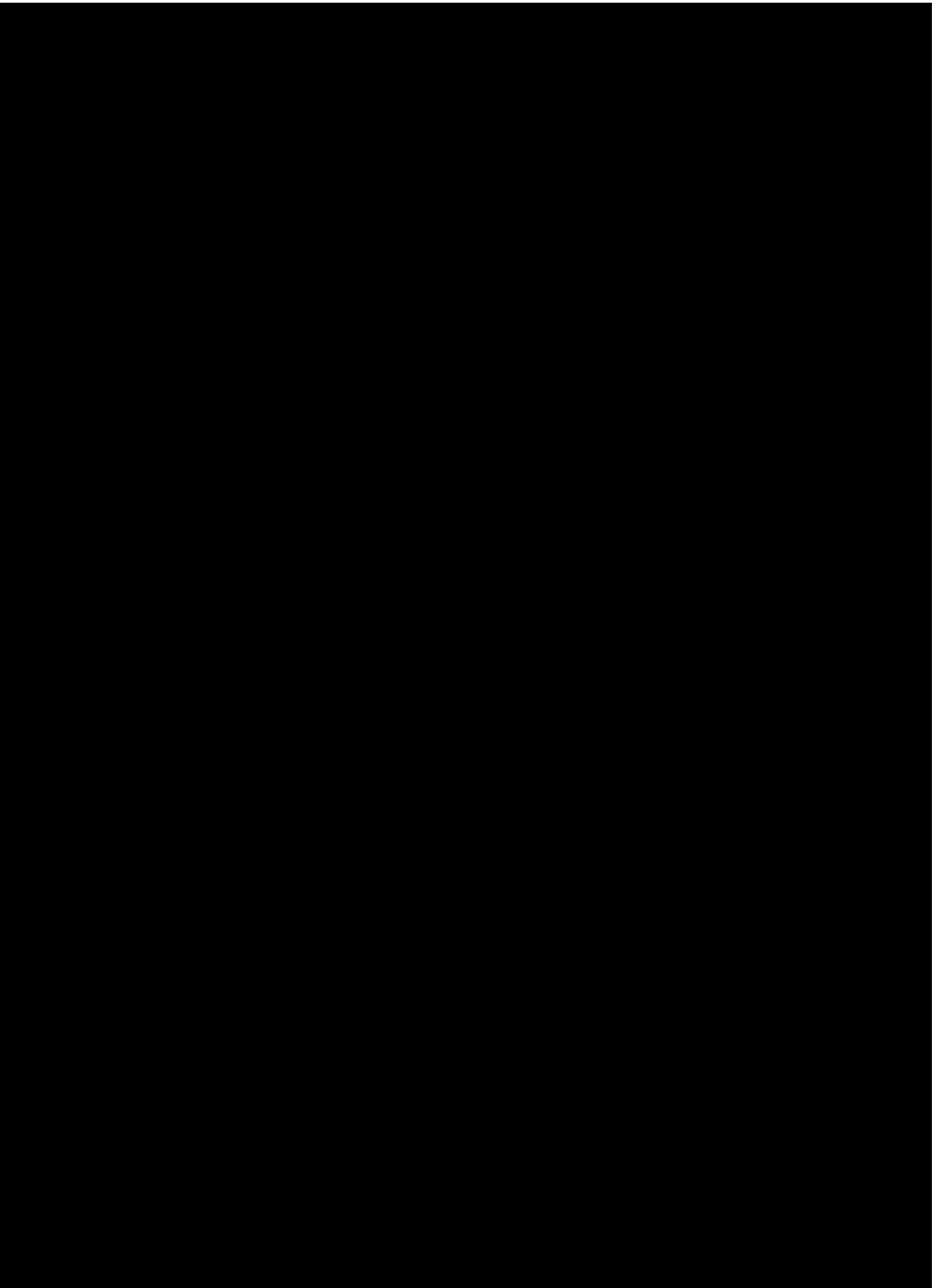


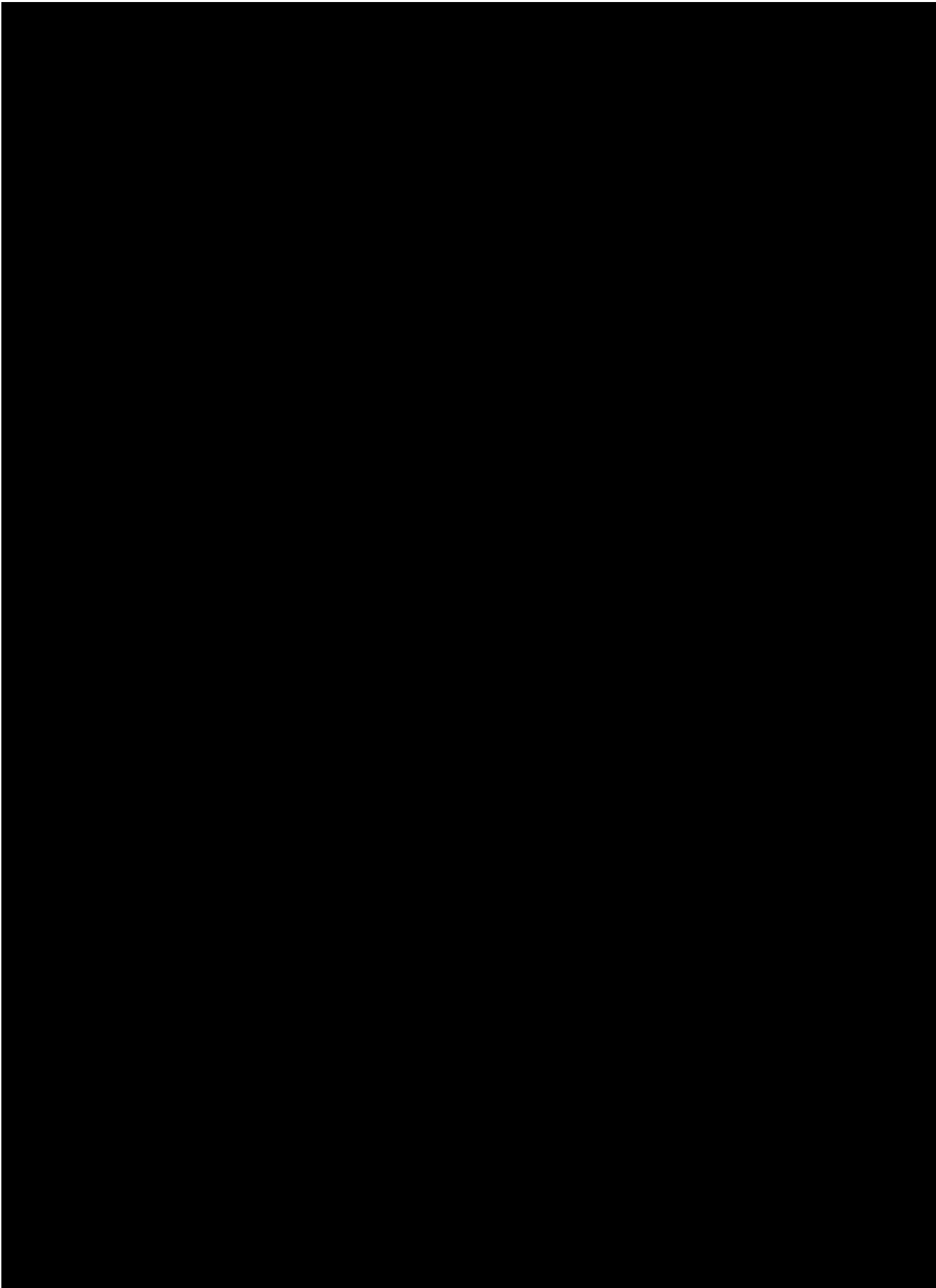


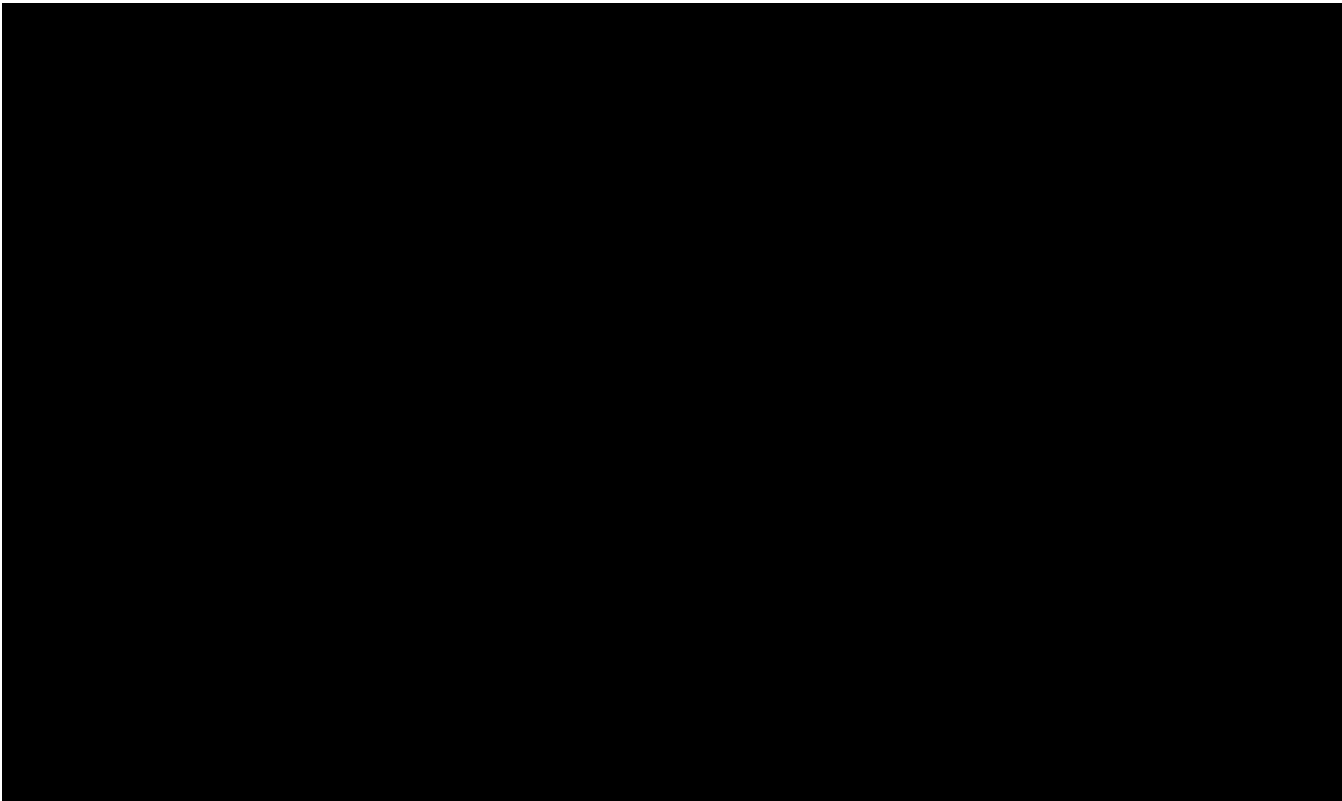


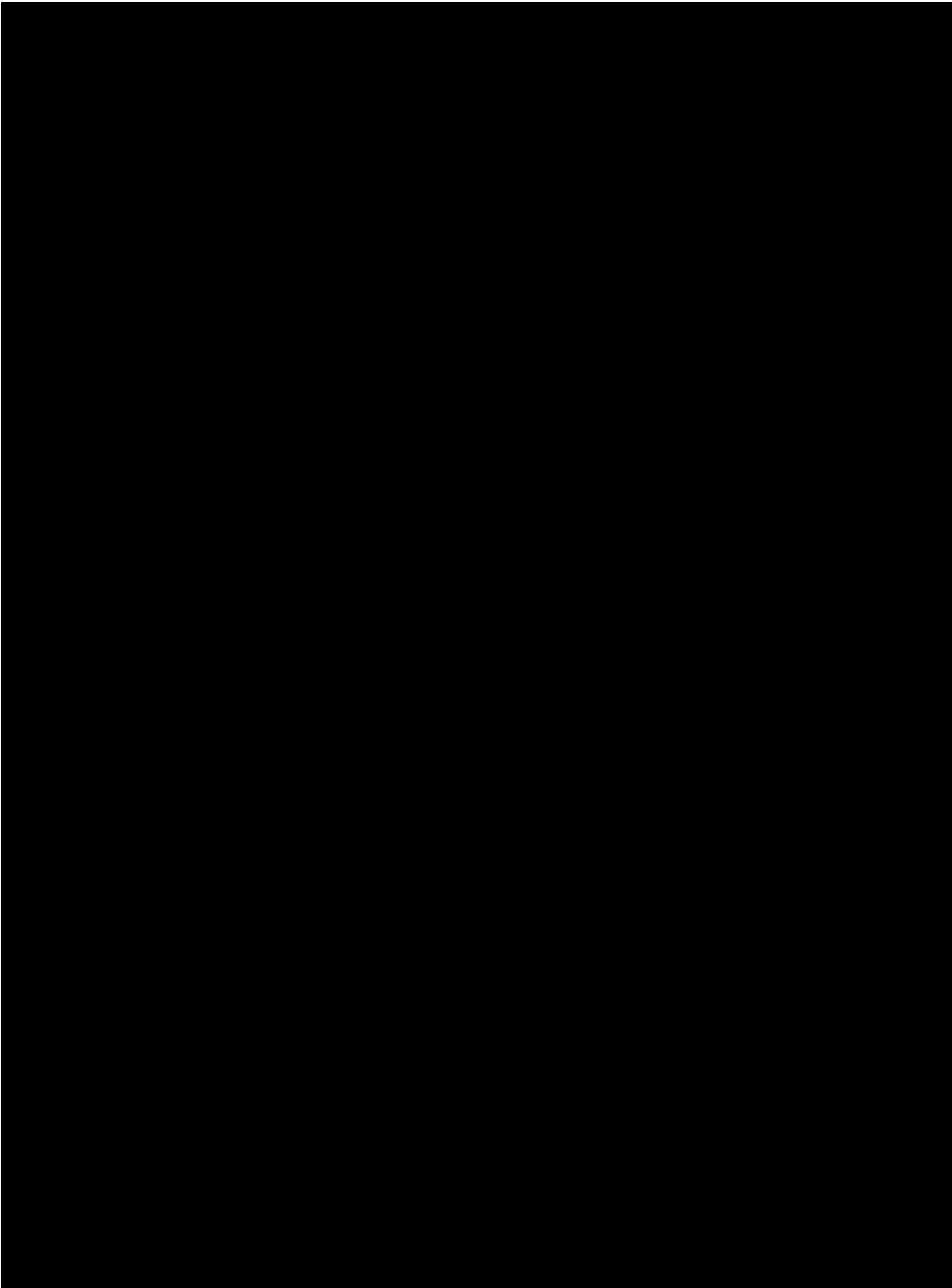


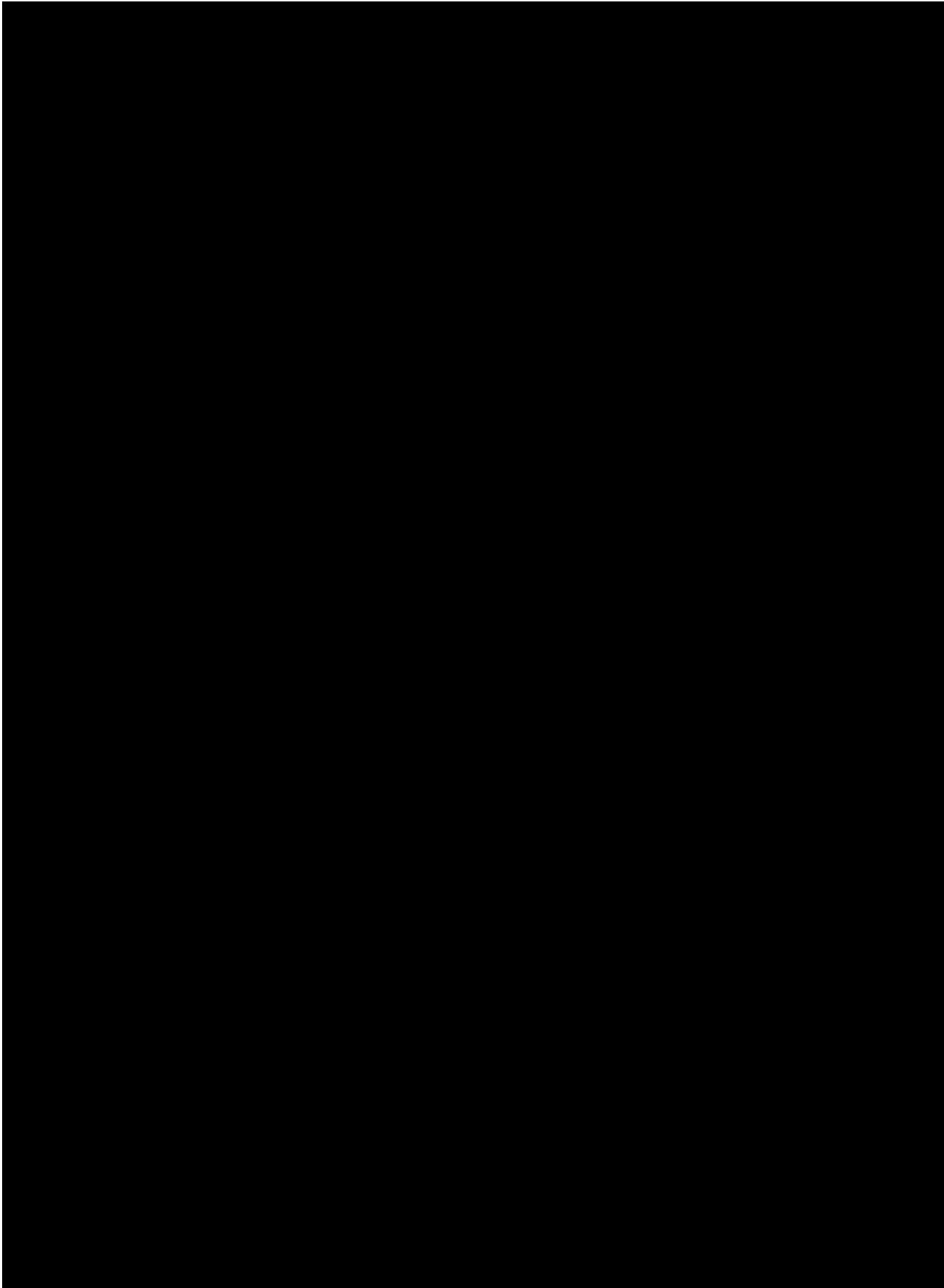


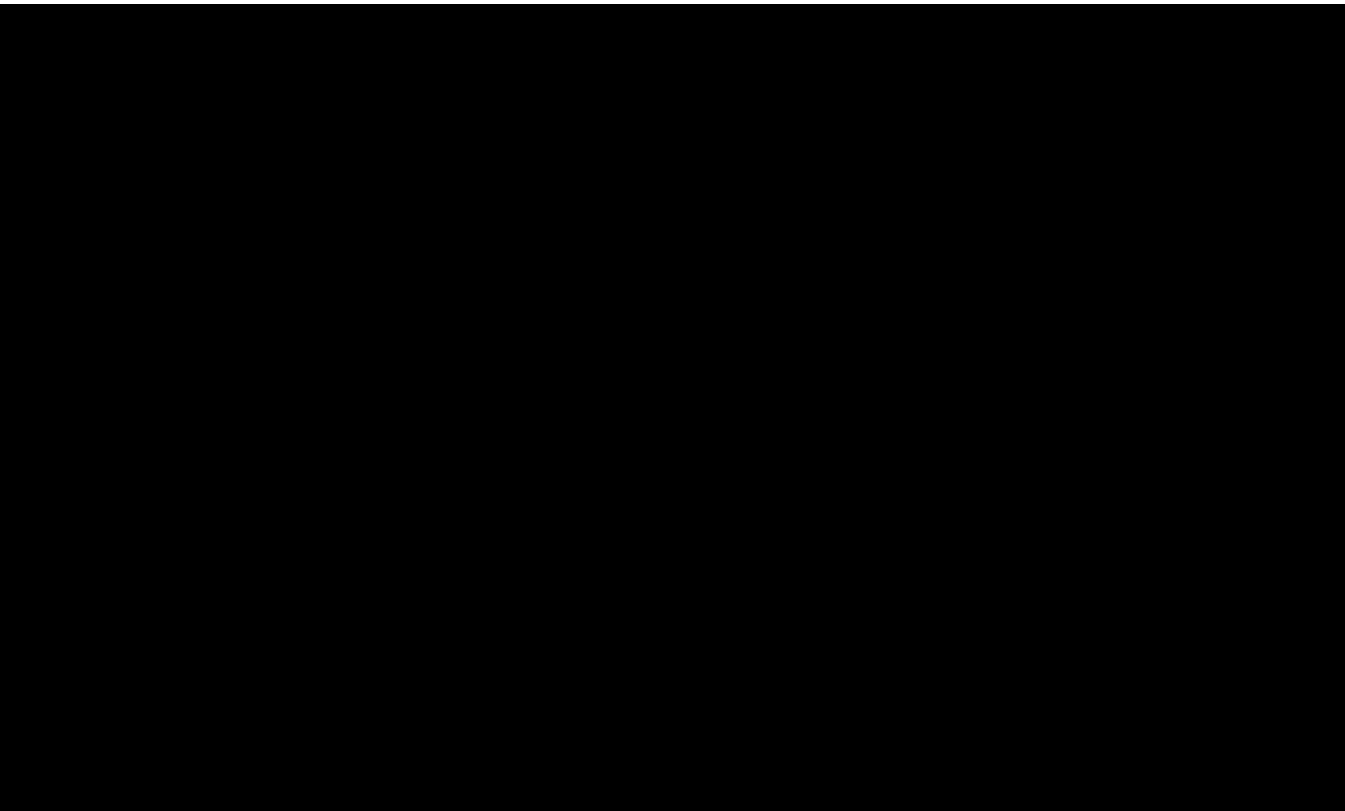


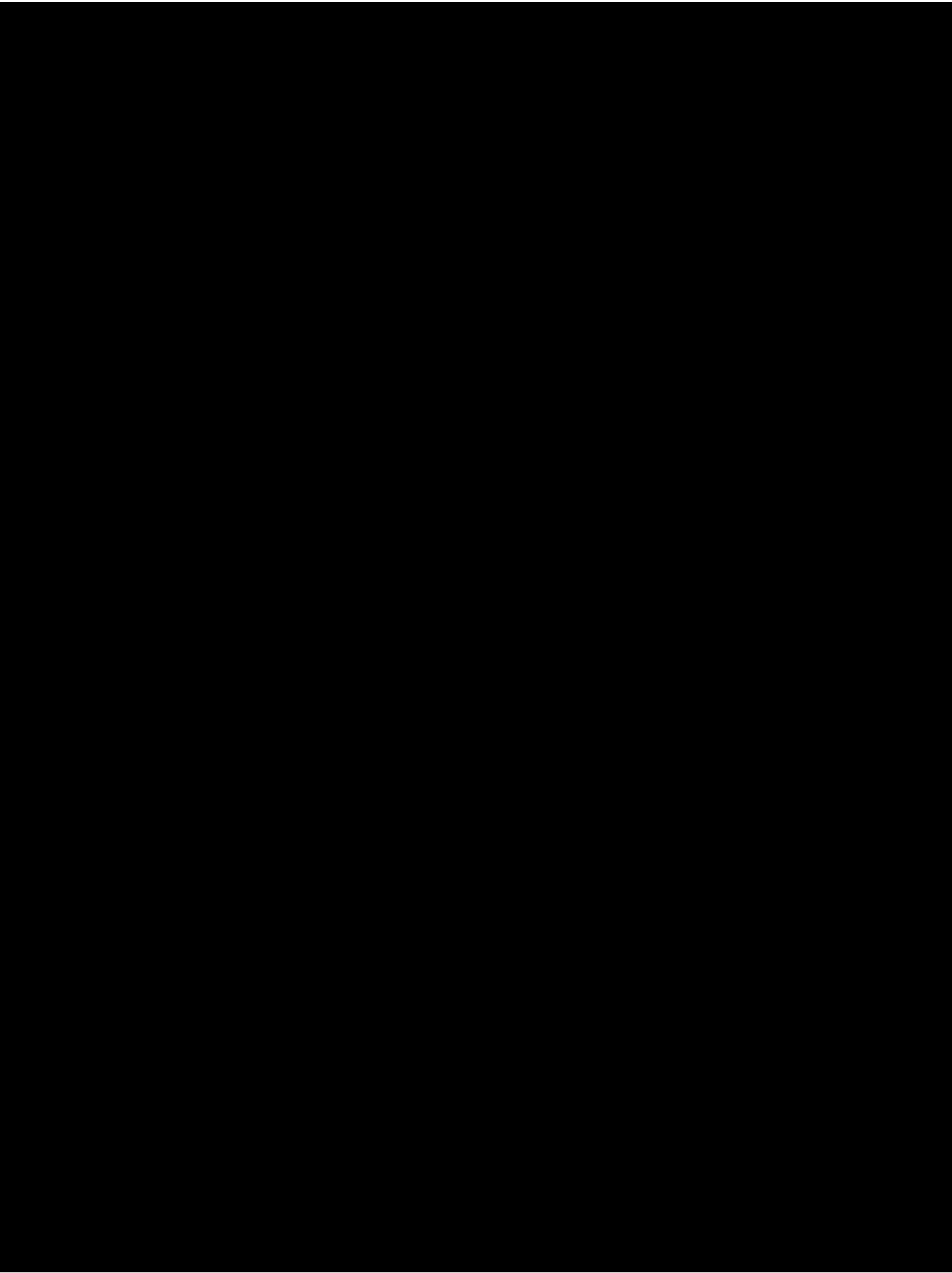


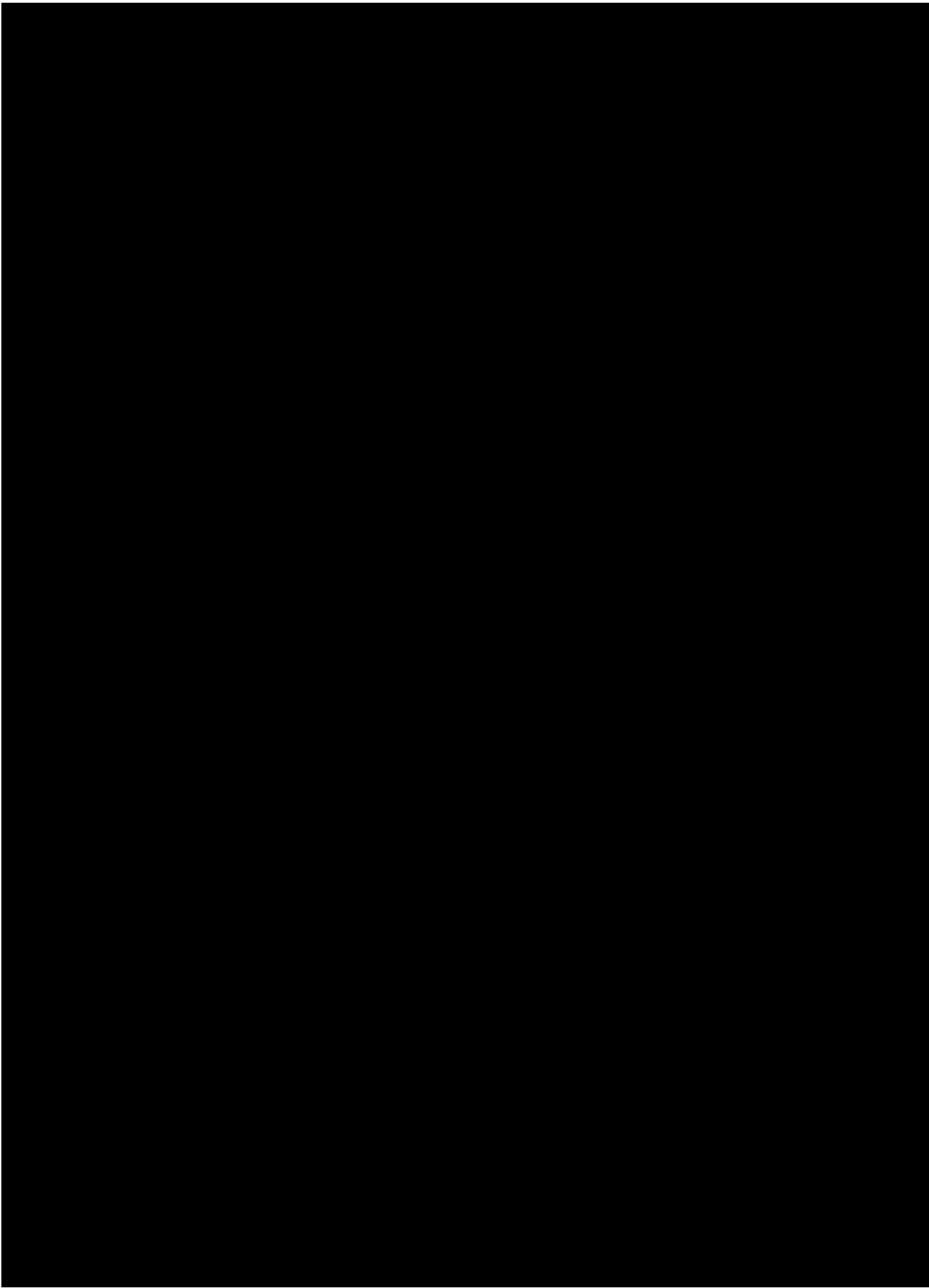


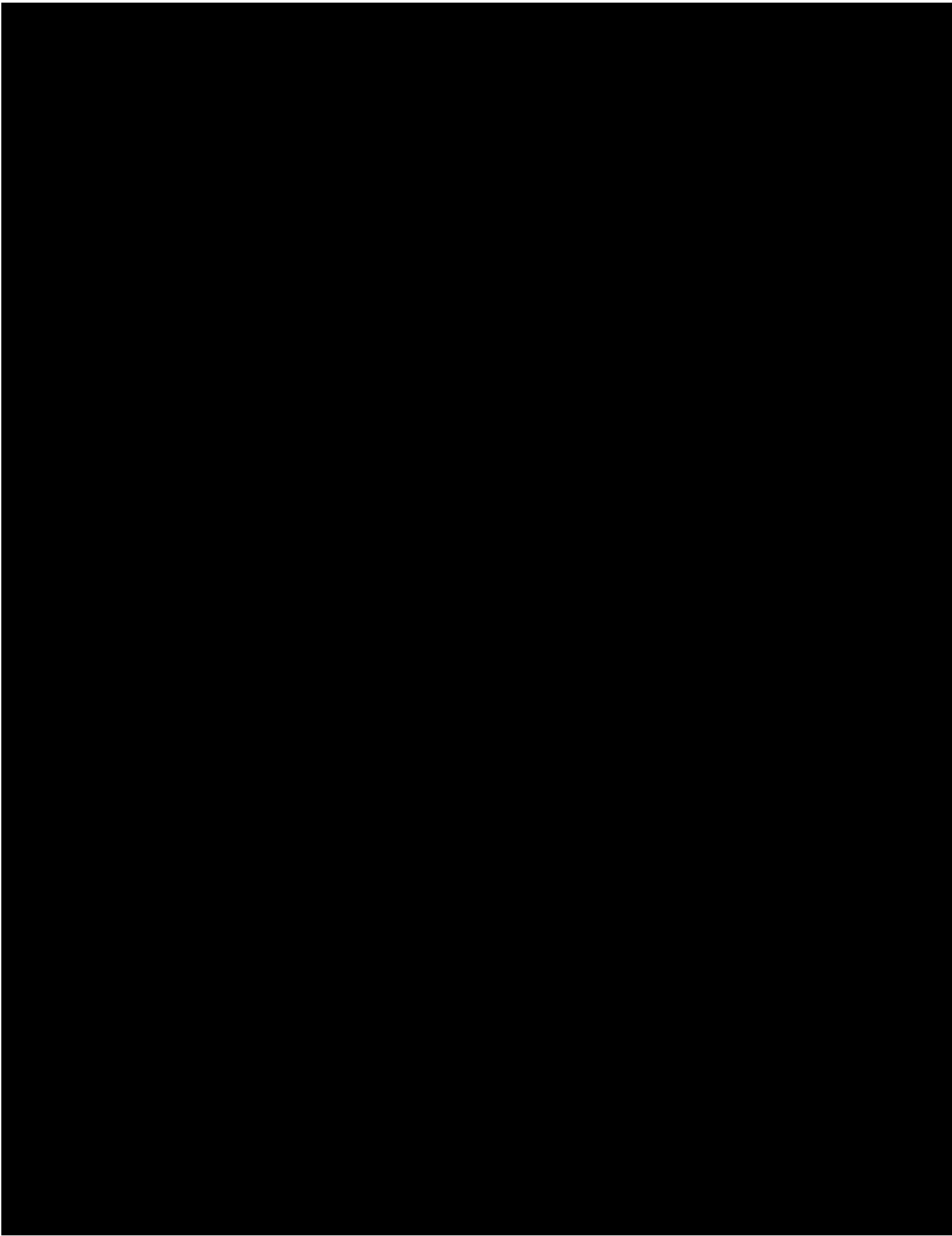


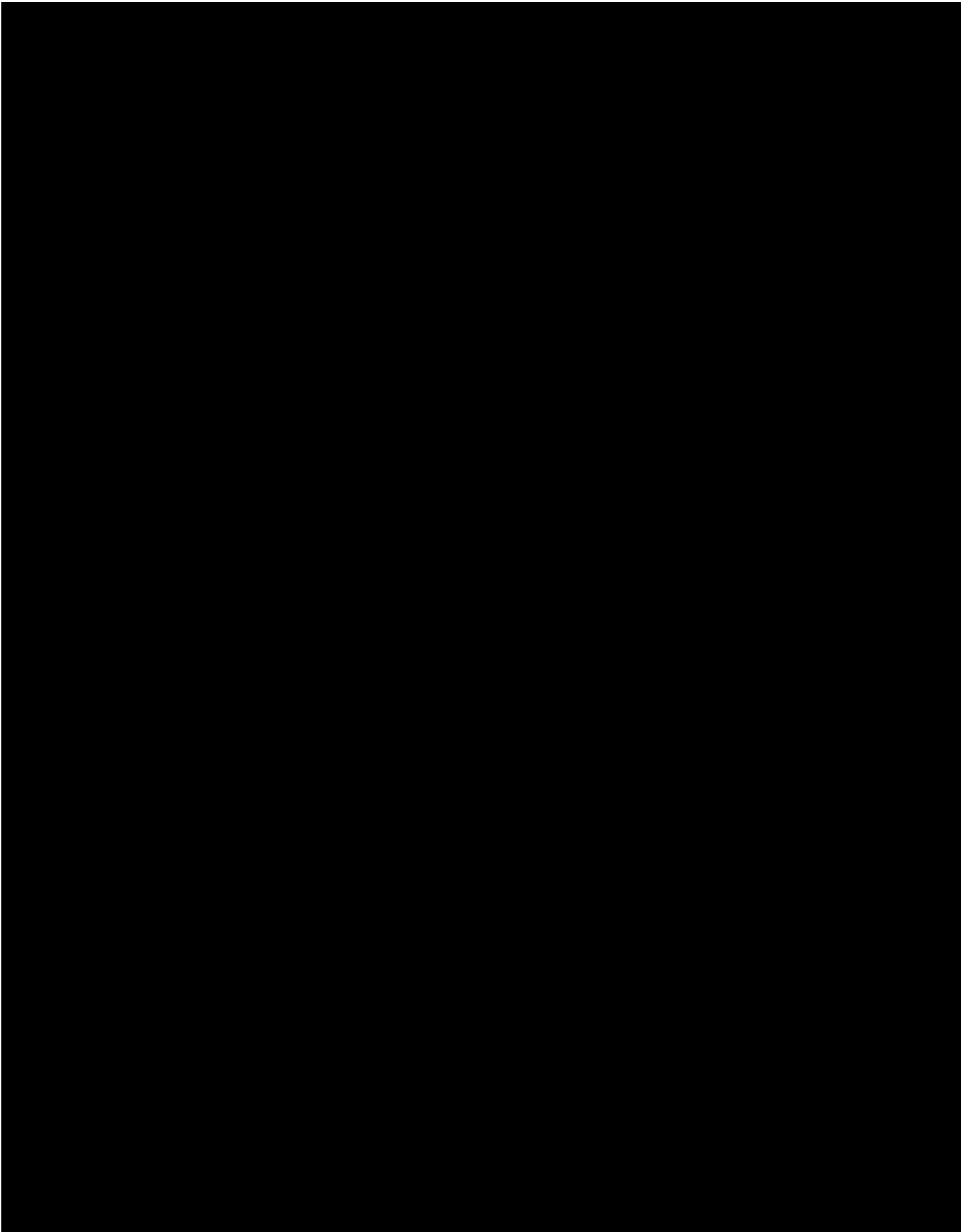


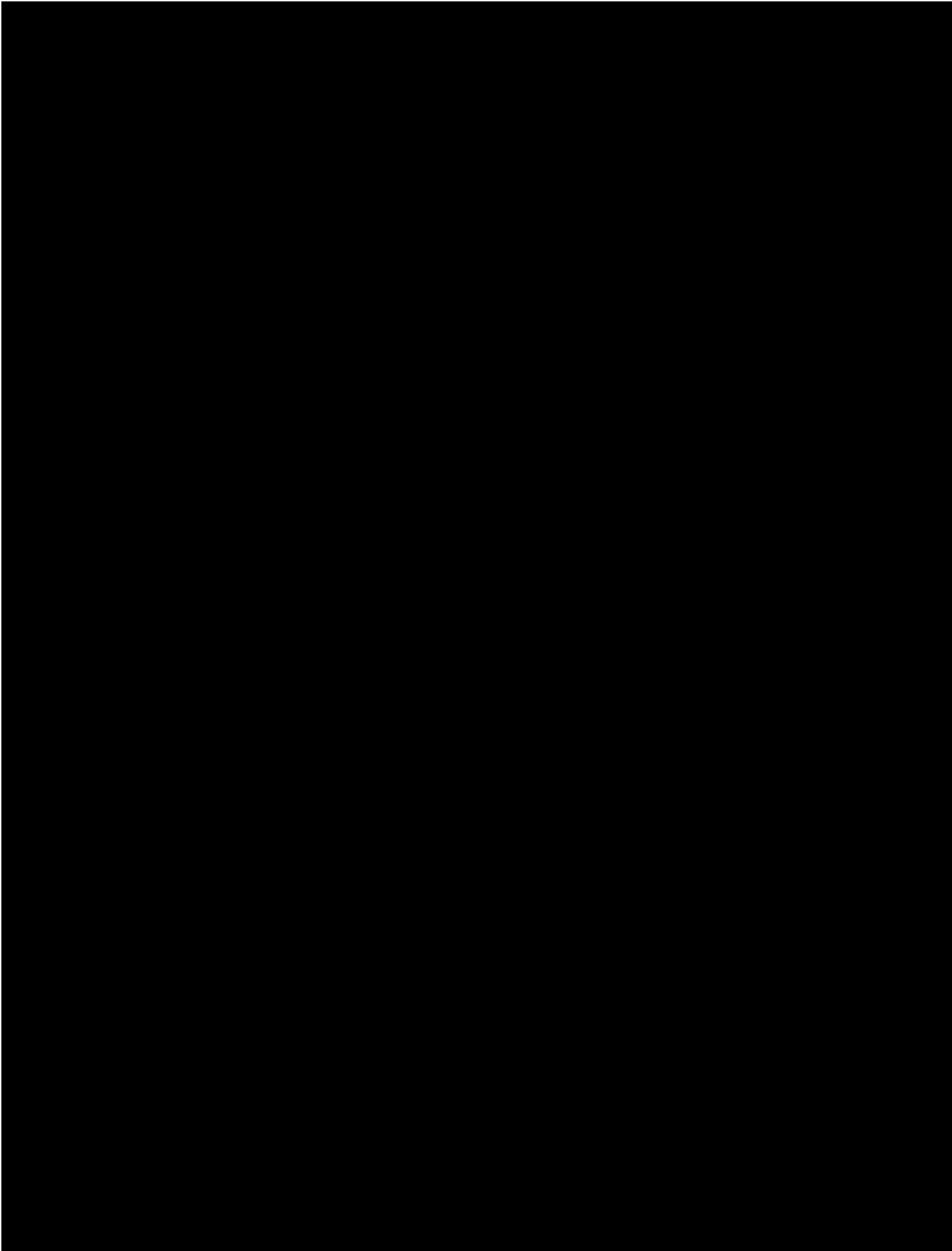


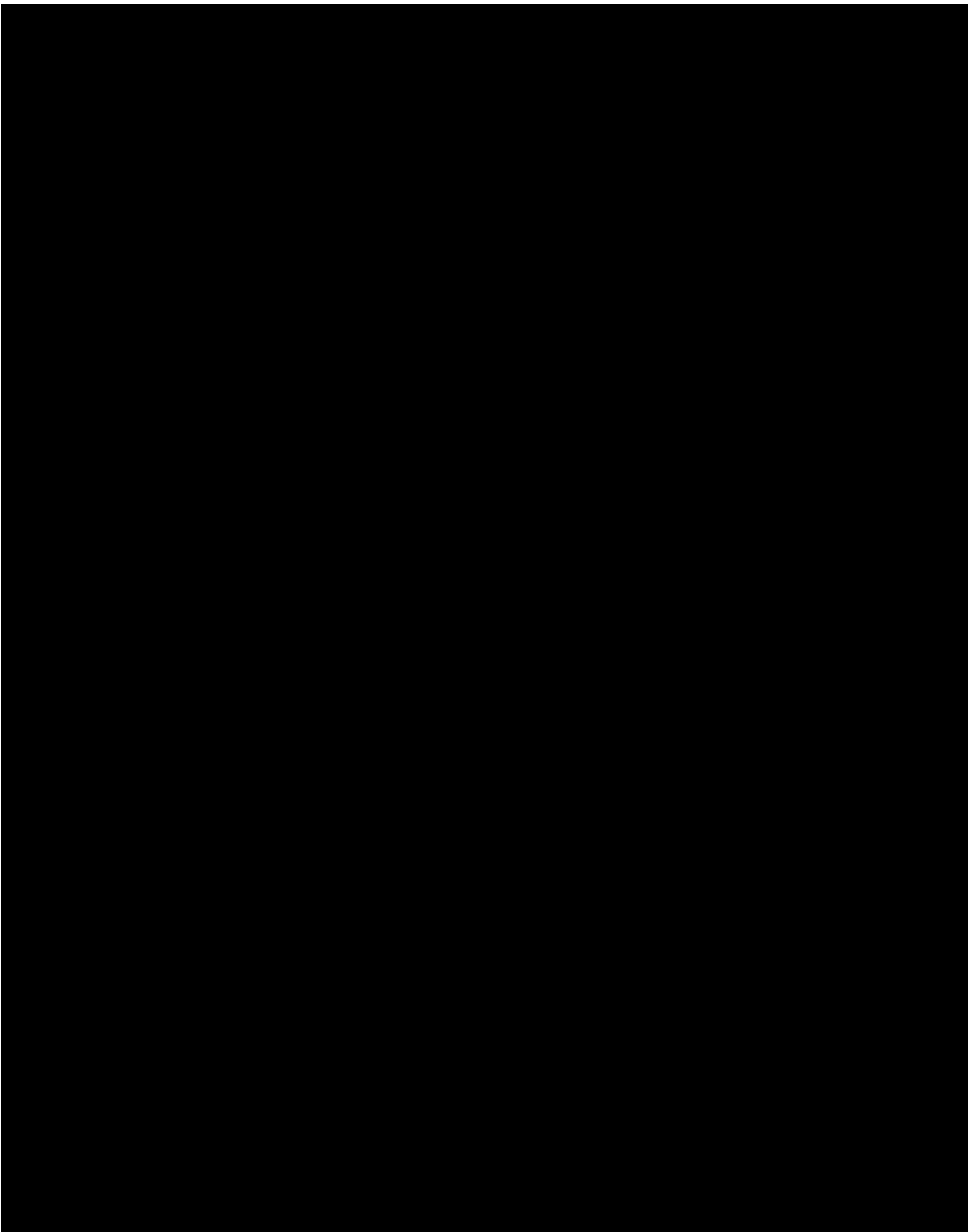


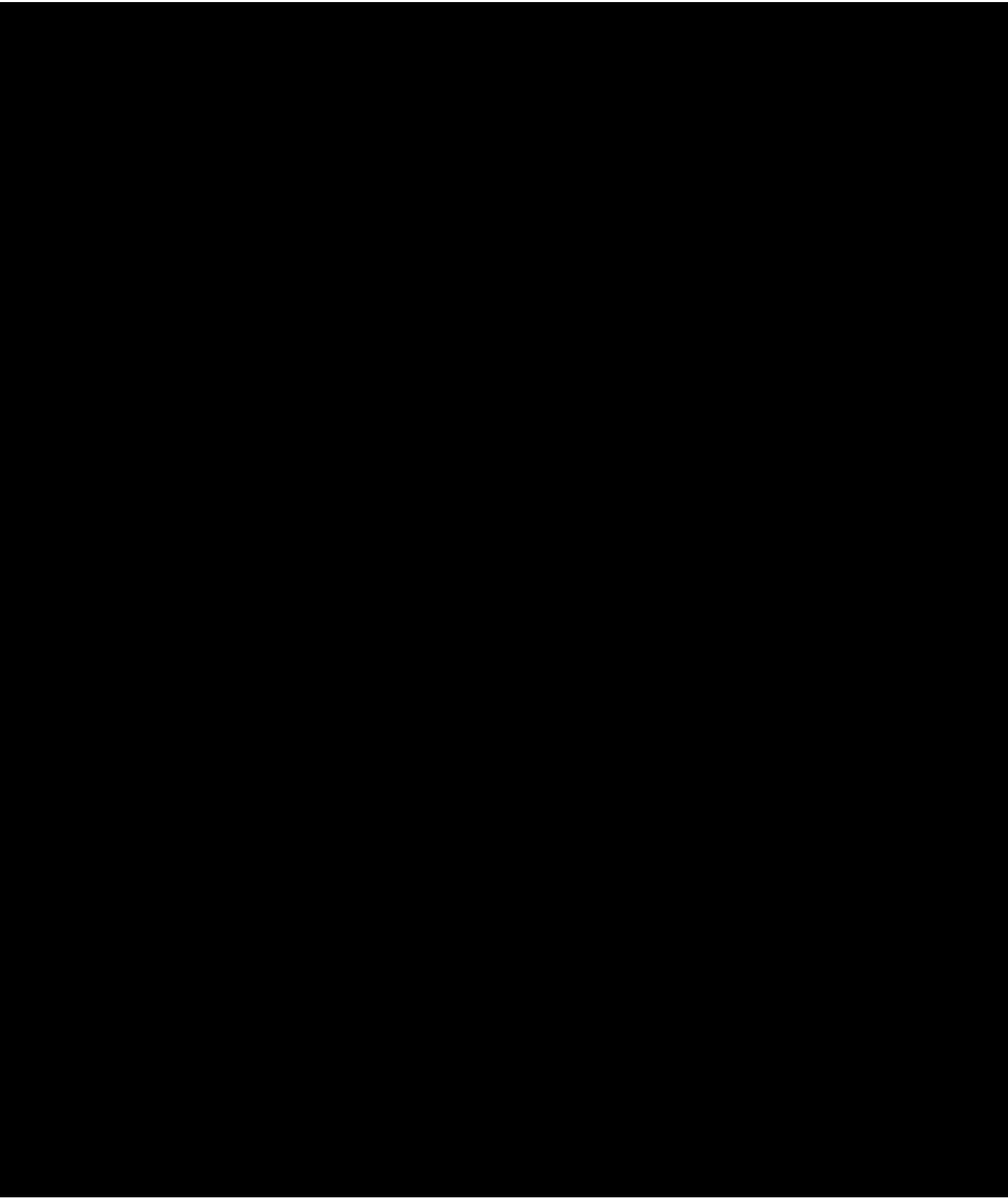






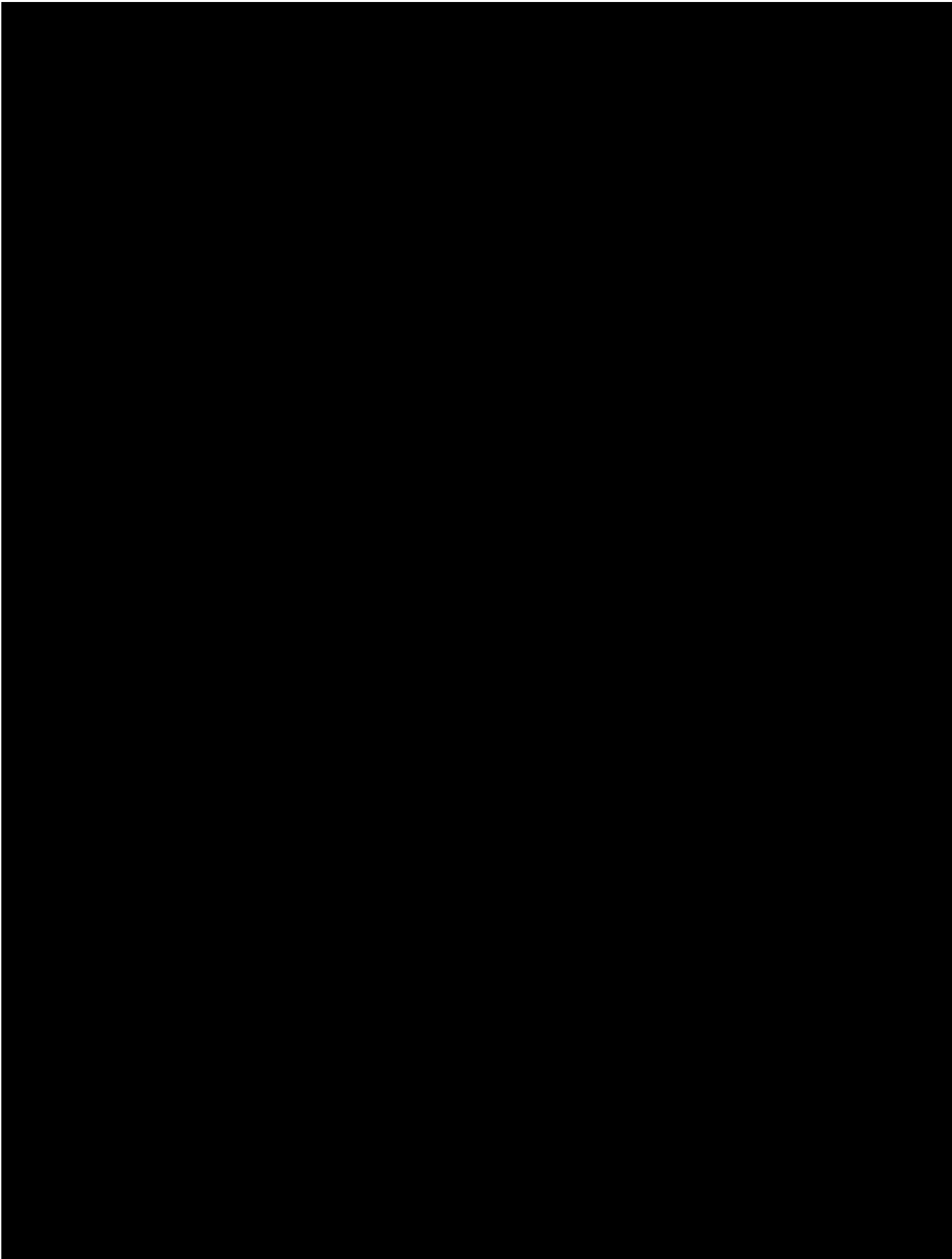


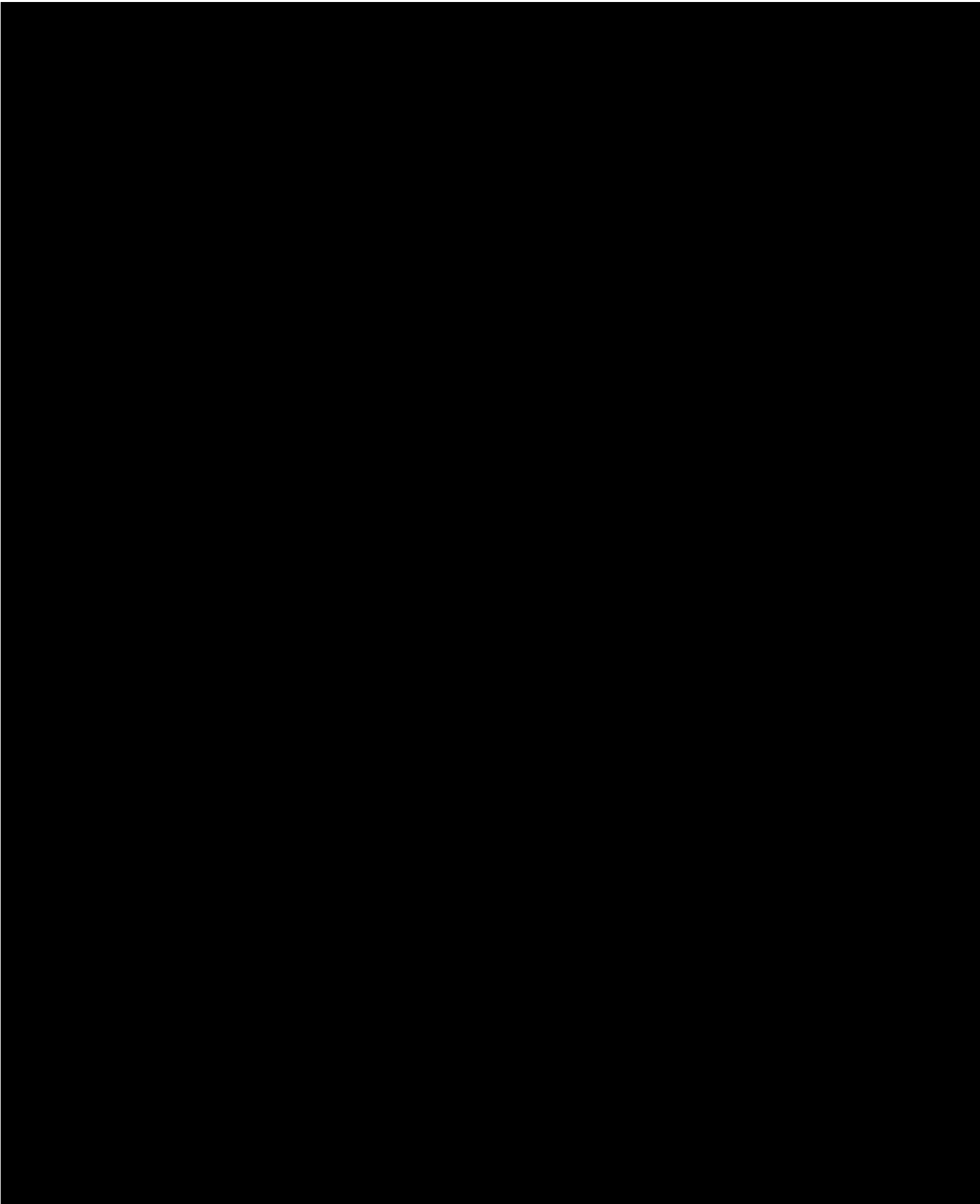


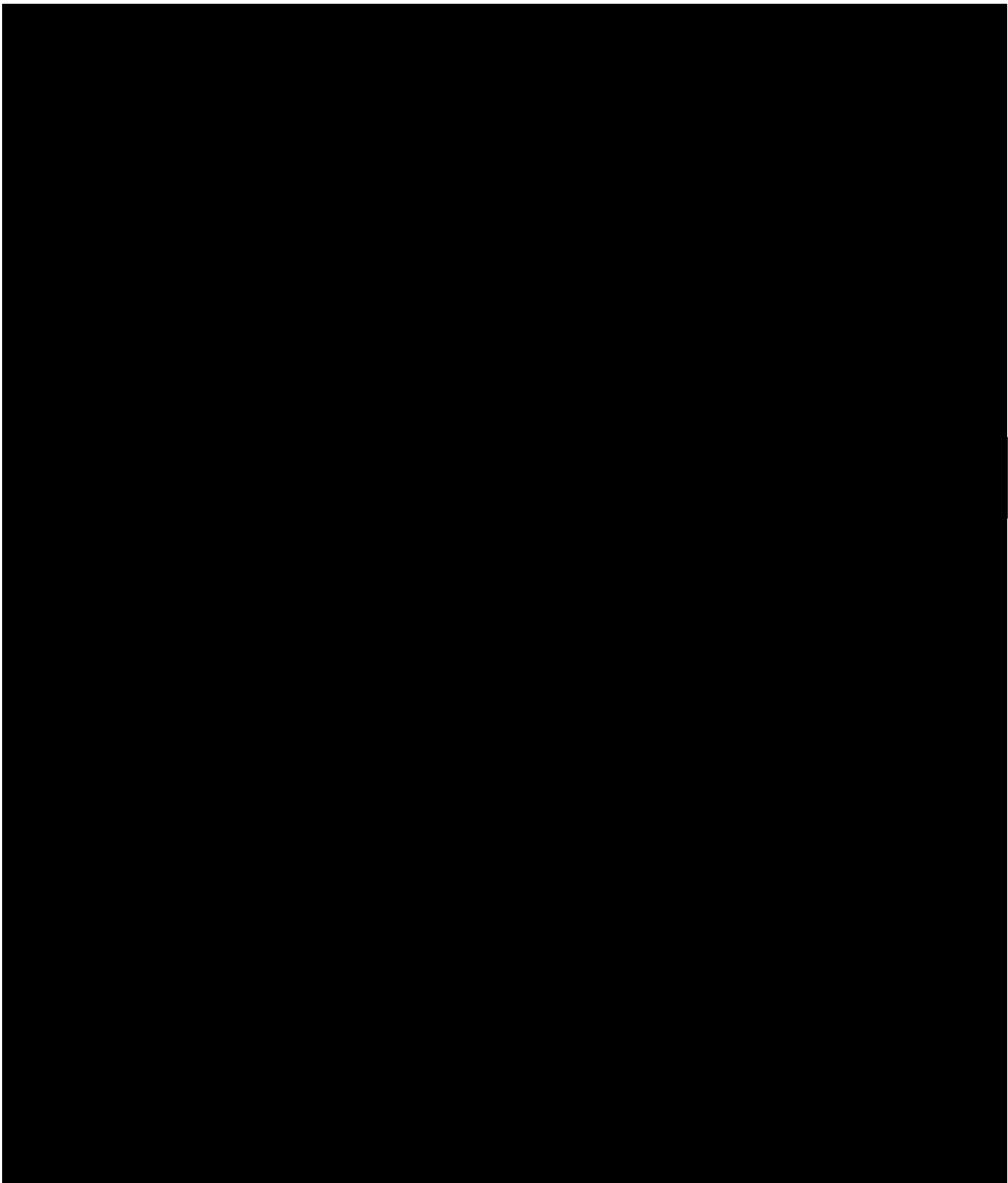


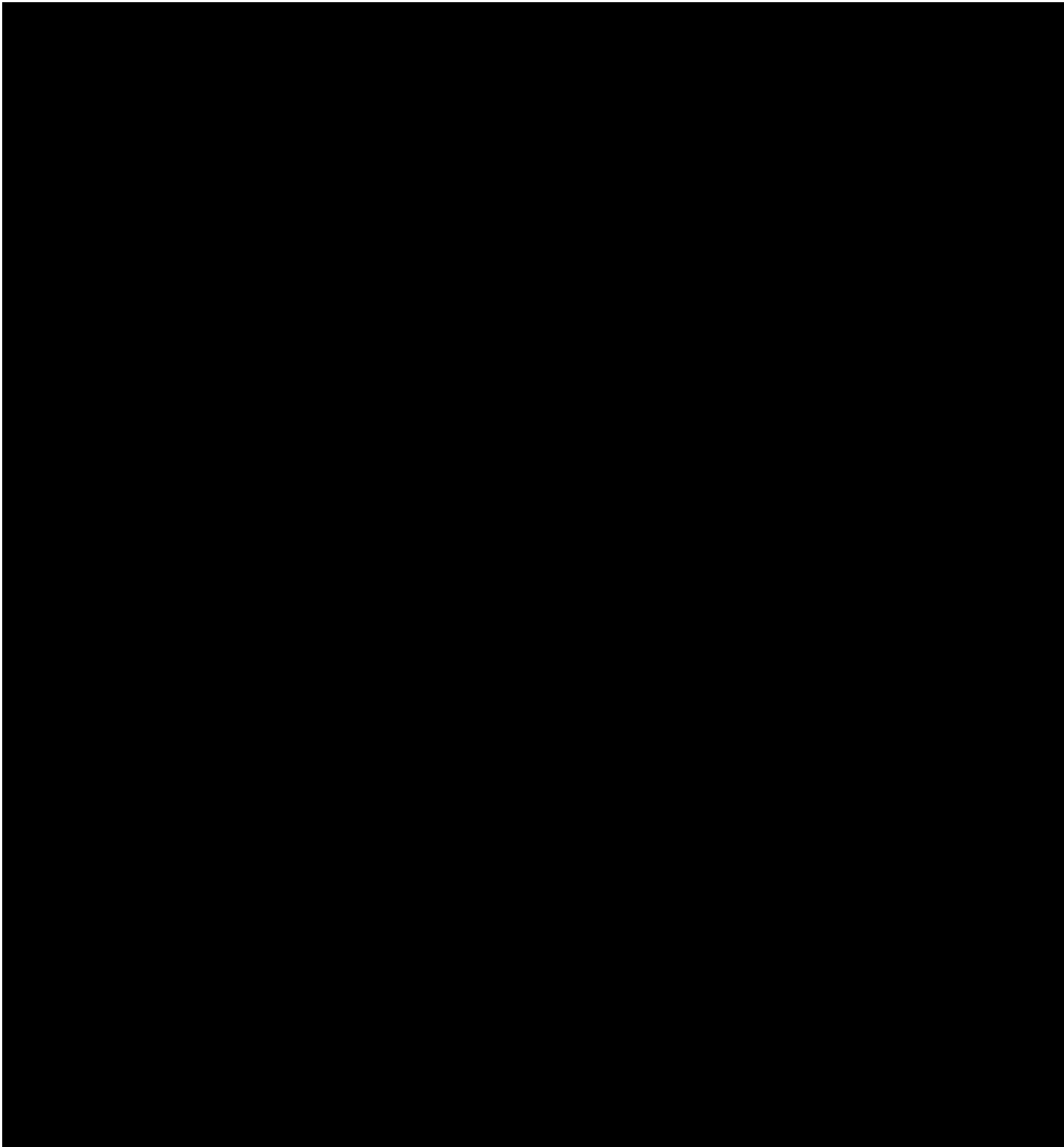
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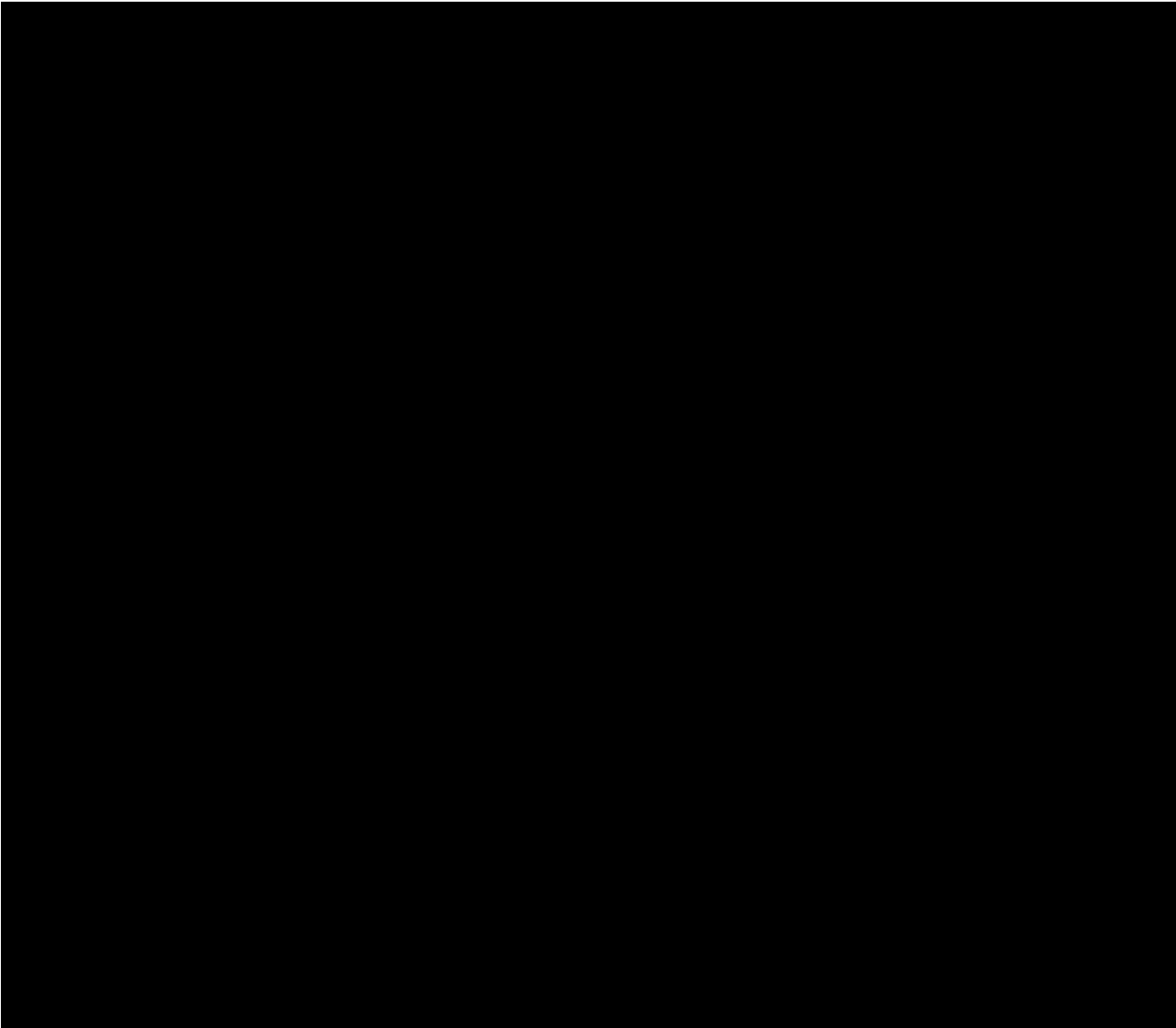
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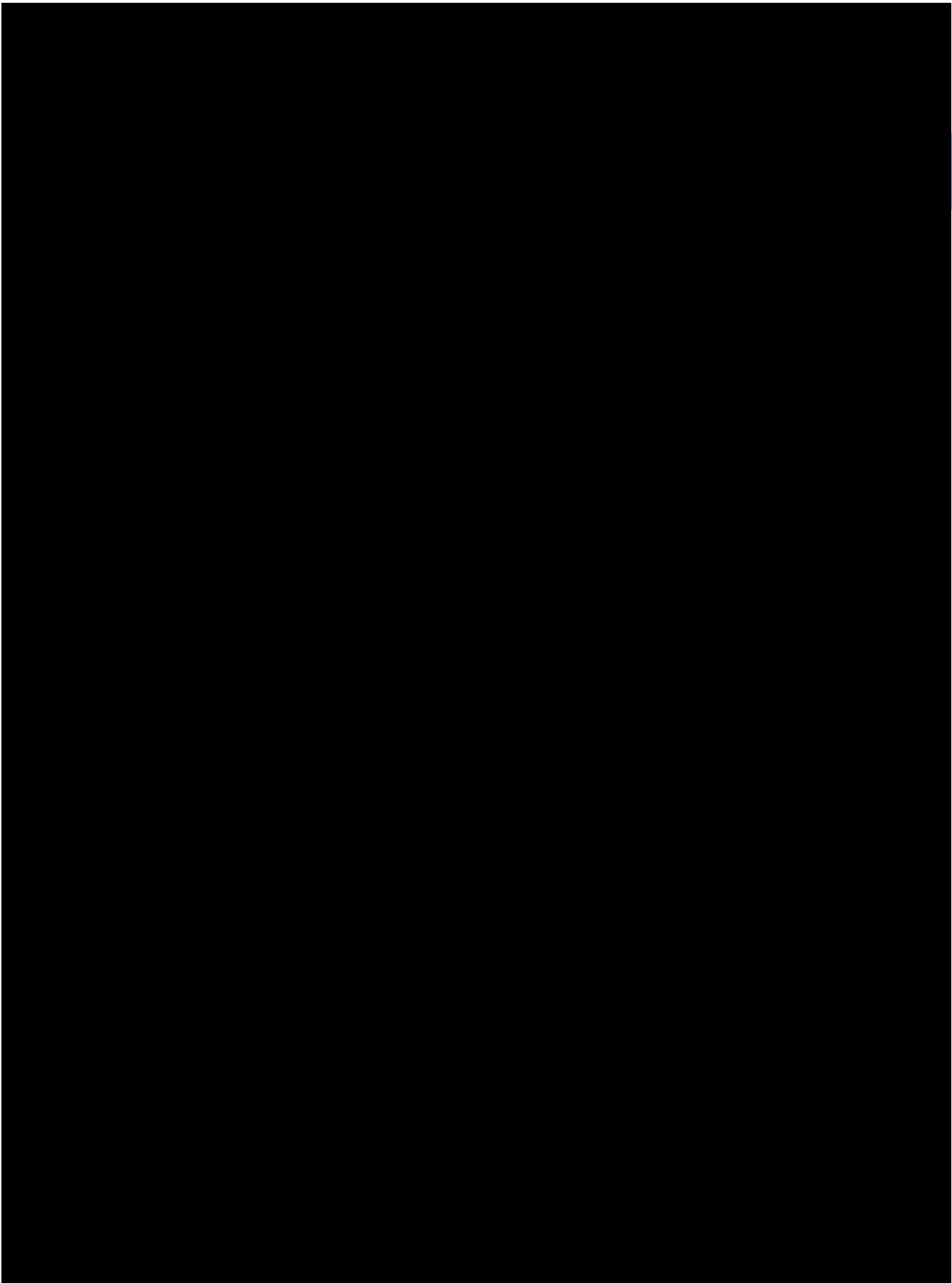


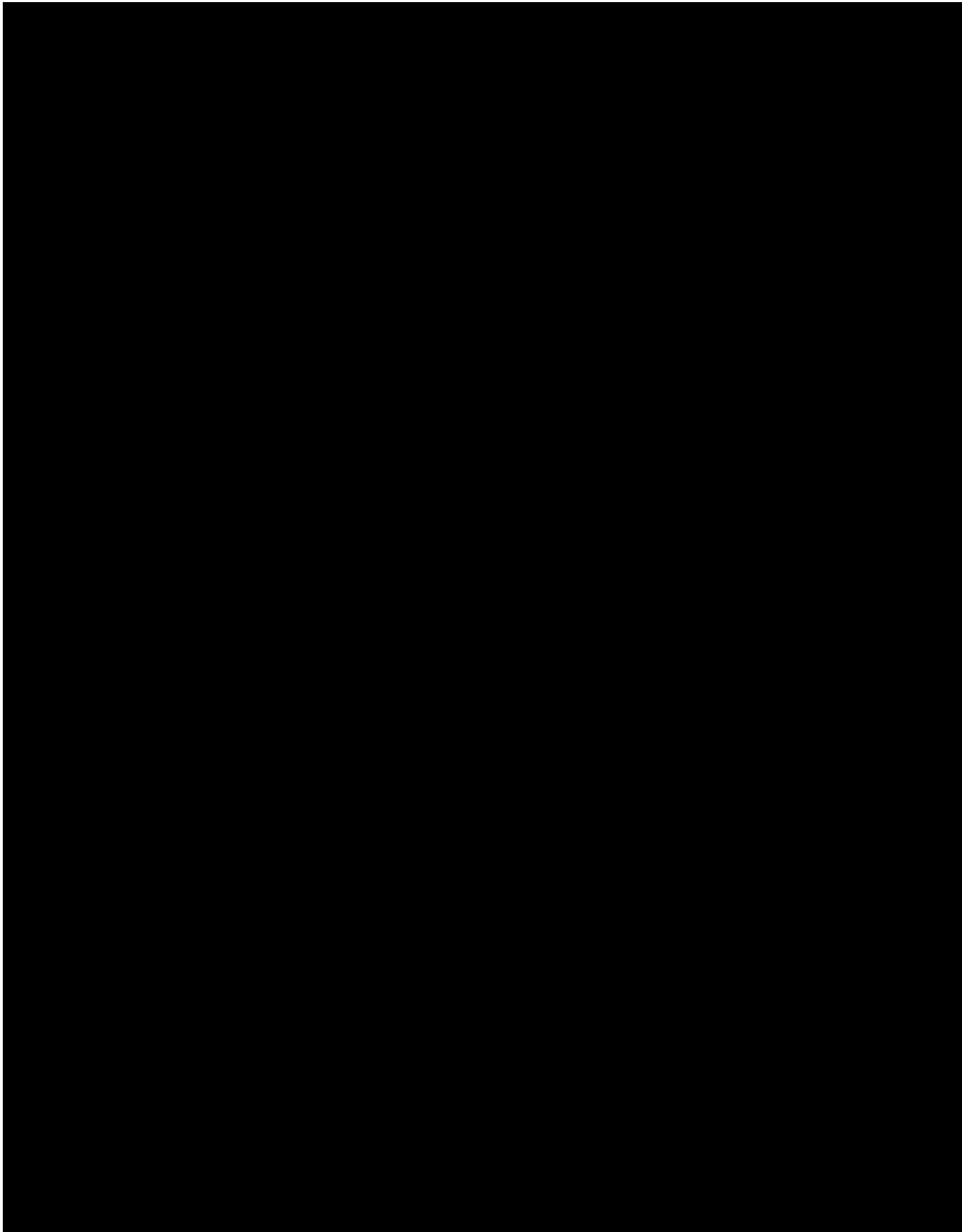


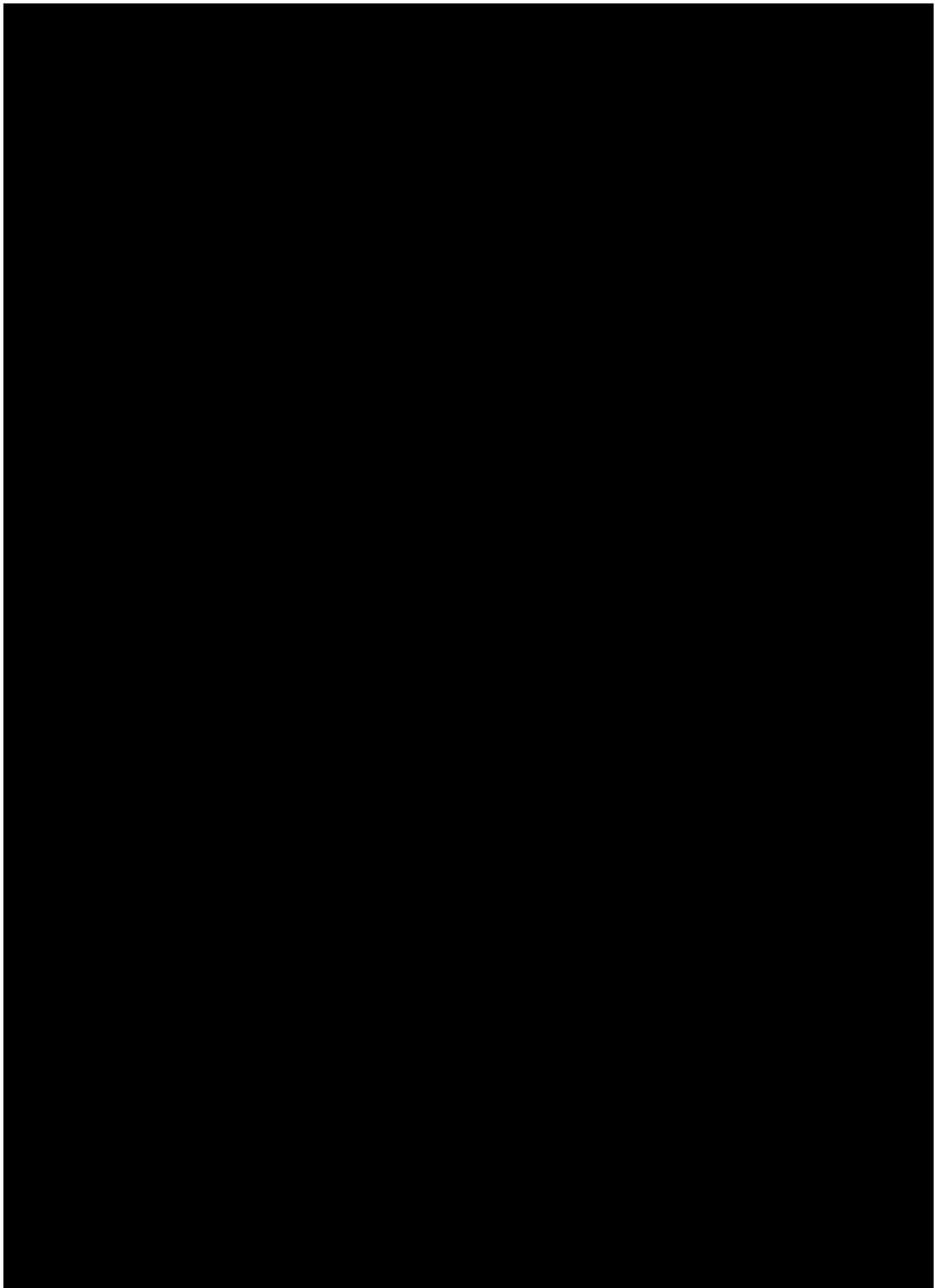














Friday, October 11, 2013

Mr. Jonathan D. Stravitz
President
Connecticut Natural Care
6 Ward Dr
Danbury, CT 06810

Reference: Letter of Intent

Dear Mr. Stravitz,

MJ Freeway has created a fully integrated Point of Sale (POS), Inventory Control, Cultivation Management and Patient Management System precisely designed to serve state-approved Dispensary Facilities and Producers.

We have what we and many others believe to be the most advanced and sophisticated complete software solution for the medical marijuana industry. Our confidence in our product is buttressed by ample testimonials from customers.

This letter will confirm MJ Freeway's willingness and intent to enter into a formal agreement Connecticut Natural Care to provide software solutions guaranteed to meet published State of Connecticut reporting, regulation, and compliance guidelines for medical marijuana dispensary facilities and producers in the event that your application is viewed favorably and you emerge with the requisite authorized license.

We appreciate your confidence in our company and services and wish you well in your efforts to secure a license. MJ Freeway is ready to enter into a services agreement with you immediately thereafter on terms already discussed.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Amy A Poinsett", with a stylized flourish at the end.

Amy A Poinsett
Chief Executive Officer

The State of Connecticut's Department of Consumer Protection has issued draft regulations concerning the palliative use of marijuana. These regulations include significant requirements in the areas of operational policies and procedures, inventory control, patient recordkeeping, information security and patient education, among other topics. Below is information from MJ Freeway™ on how GramTracker™ and GrowTracker™ software meets each relevant section of regulations.

Sec. 21a-408-34. Operation of dispensary facility

- (a) No person may operate a dispensary facility without a dispensary facility license issued by the department.
- (b) A dispensary facility shall not dispense marijuana from, obtain marijuana from, or transfer marijuana to, a location outside of the state of Connecticut.
- (c) A dispensary facility shall not obtain, cultivate, deliver, transfer, transport, sell or dispense marijuana except:
 - (1) It may acquire marijuana from a producer; and
 - (2) It may dispense and sell marijuana to a qualifying patient or primary caregiver who is registered with the department pursuant to the Act and section 21a-408-6 of the Regulations of Connecticut State Agencies.

MJ Freeway's sales records, vendor records, purchase orders, transfer records and transport manifests document the source and destination of all marijuana that is dispensed from or obtained by the dispensary facility. These records are all time and date stamped and tied to an individual user to ensure accountability. MJ Freeway's GramTracker™ batch tracking system allows a dispensary to keep detailed records of all movements of product, ensuring the dispensary's capability to ensure that both incoming and outgoing product are associated with legally permitted sources and destinations.

- (d) No person at a dispensary facility shall provide marijuana samples or engage in marijuana compounding.

MJ Freeway's inventory capabilities provide accuracy to the tenth of a gram, using integrated legal-for-trade scales. Any discrepancy in inventory levels is plainly visible in inventory and reconciliation reports, ensuring that dispensary facility managers have the ability to ensure that policies prohibiting the provision of samples or compounding are being upheld.

- (f) Only a dispensary may dispense marijuana, and only a dispensary or dispensary technician may sell marijuana, to qualifying patients and primary caregivers who are registered with the department pursuant to the Act and section 21a-408-6 of the Regulations of Connecticut State Agencies. A dispensary technician may

assist, under the direct supervision of a dispensary, in the dispensing of marijuana.

(h) A dispensary facility shall not permit any person to enter the dispensary department unless:

(1) Such person is licensed or registered by the department pursuant to 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies;

(2) Such person's responsibilities necessitate access to the dispensary department and then for only as long as necessary to perform the person's job duties;

or

(3) Such person has a patient or caregiver registration certificate, in which case such person shall not be permitted behind the service counter or in other areas where marijuana is stored. 43

(i) All dispensary facility employees shall, at all times while at the dispensary facility, have their current dispensary license, dispensary technician registration or

dispensary facility employee registration available for inspection by the commissioner or the commissioner's authorized representative.

MJ Freeway's GramTracker™ allows a dispensary to prevent sales and check-ins of patients without valid licenses, and also tracks which user within the database performs a sale, allowing a dispensary to track and ensure that all transactions take place between two legal parties.

(n) A dispensary facility shall make publicly available the price of all marijuana products offered by the dispensary facility to prospective qualifying patients and primary caregivers. Such disclosure may include posting the information on the dispensary facility Internet web site

MJ Freeway provides several methods for dispensary facilities to publicize their pricing, including through online menus and integration with locator services.

(o) A dispensary facility shall provide information to qualifying patients and primary caregivers regarding the possession and use of marijuana. The dispensary facility manager shall submit all informational material to the commissioner for approval prior to being provided to qualifying patients and primary caregivers. Such informational material shall include information related to:

(1) Limitations on the right to possess and use marijuana pursuant to the Act and sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies;

(2) Safe techniques for proper use of marijuana and paraphernalia;

(3) Alternative methods and forms of consumption or inhalation by which one can use marijuana;

- (4) Signs and symptoms of substance abuse; and
- (5) Opportunities to participate in substance abuse programs.

MJ Freeway provides the ability for dispensary facilities to provide patient educational information at the point of sale, and to capture a record of the date and time that such information was provided to the patient. Multiple pieces of educational material can be created and notes of which specific ones were provided can be captured in the patient purchase record.

(q) All deliveries from producers shall be carried out under the direct supervision of a dispensary who shall be present to accept the delivery. Upon delivery, the marijuana shall immediately be placed in an approved safe or approved vault within the dispensary department where marijuana is stored.

When purchase orders or transfers are received in MJ Freeway, the incoming product count and weight is captured. The date and time stamp, as well as the name of the person receiving the product is also captured. An inventory location for the received inventory is recorded as the product is checked in.

Sec. 21a-408-38. Rights and responsibilities of dispensaries

(a) A dispensary, in good faith, may sell and dispense marijuana to any qualifying patient or primary caregiver that is registered with the department. Except as otherwise provided by sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies, the dispensary dispensing the marijuana shall include the date of dispensing and the dispensary's signature or initials on the dispensary facility's dispensing record log.

MJ Freeway's sales records capture the date and time of each sale, the name of the dispensary making the sale, and attach that information to the patient record. This is maintained both as a log of daily sales, as well as a log of sales to the patient.

(e) A dispensary may dispense a portion of a qualifying patient's one-month supply of marijuana. The dispensary may dispense the remaining portion of the one-month supply of marijuana at any time except that

no qualifying patient or primary caregiver shall receive more than a one-month supply of marijuana in a one-month period.

MJ Freeway includes safeguards to monitor the weight of medicine on a particular order and compare that to the total weight dispensed to that patient over the previous one month. If an individual sale will exceed the remaining portion for a one-month supply, the dispensary is alerted and the sale is blocked.

(g) A dispensary shall document a qualifying patient's self-assessment of the effects of marijuana in treating the qualifying patient's debilitating medical condition or the symptoms thereof. A dispensary facility shall maintain such documentation electronically for at least three years following the date the patient ceases to designate the dispensary facility and such documentation shall be made available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.

MJ Freeway's SymptomTracker™ module provides a mechanism for the dispensary to review with the patient their symptoms and self-assess the effects of marijuana on those symptoms or conditions. This self-assessment is attached to the patient record. Self-assessments can be scheduled to ensure that dispensaries are communicating with their patients about symptoms and conditions on a regular basis.

Sec. 21a-408-39. Dispensaries to assign serial number and maintain records. Transfer of records to another dispensary facility

(a) A dispensary shall assign and record a sequential serial number to each marijuana product dispensed to a patient and shall keep all dispensing records in numerical order in a suitable file, electronic file or ledger. The records shall indicate:

- (1) The date of dispensing;
- (2) The name and address of the certifying physician;
- (3) The name and address of the qualifying patient, or primary caregiver if applicable;
- (4) The initials of the dispensary who dispensed the marijuana; and
- (5) Whether a full or partial one-month supply of marijuana was dispensed.

(b) A dispensary facility shall maintain records created under this section and shall make such records available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.

(c) When a dispensary department closes temporarily or permanently, the dispensary facility shall, in the interest of public health, safety and convenience, make its complete dispensing records immediately available to a nearby dispensary facility and post a notice of this availability on the window or door of the closed dispensary facility. The dispensary facility shall simultaneously provide such notice to the commissioner.

MJ Freeway assigns unique batch numbers to every strain, from every harvest. Furthermore, every package created from a batch of inventory is assigned a unique, non-repeatable, package/serial number. These serial numbers, once generated and assigned, cannot be changed.

MJ Freeway's sales records capture the date of dispensing, the recommending physician, and the quantity dispensed. This information is all attached to the record of the qualifying patient.

MJ Freeway saves, and allows exports of, all inventory and sales history. Also, an MJ Freeway client can request an archived copy of their site, which will allow all records to be passed on quickly and easily as described in (5)(c).

Sec. 21a-408-40. Labeling of marijuana products by dispensary

(a) A dispensary shall not dispense marijuana that does not bear the producer label required pursuant to section 21a-408-56 of the Regulations of Connecticut State Agencies.

(b) A dispensary, or a dispensary technician under the direct supervision of the dispensary, shall completely and properly label all marijuana products dispensed with all required information as follows:

- (1) The serial number, as assigned by the dispensary facility;
- (2) The date of dispensing the marijuana;
- (3) The quantity of marijuana dispensed;
- (4) The name and registration certificate number of the qualifying patient and, where applicable, the primary caregiver;
- (5) The name of the certifying physician;
- (6) Such directions for use as may be included in the physician's written certification or otherwise provided by the physician;
- (7) Name of the dispensary;
- (8) Name and address of the dispensary facility;
- (9) Any cautionary statement as may be required by Connecticut state statute or regulation; and
- (10) A prominently printed expiration date based on the producer's recommended conditions of use and storage that can be read and understood by the ordinary individual.

(c) The expiration date required by this section shall be no later than the expiration date determined by the producer.

(d) No person except a dispensary, or a dispensary technician operating under the direct supervision of a dispensary, shall alter, deface or remove any label so affixed.

MJ Freeway currently captures and retains all data described in the requirements above. Any specific label formatting or disclaimers required by the Department of Consumer Protection will be adhered to. MJ Freeway creates both inventory labels, which are applied to the product at the production facility, prior to sale, and patient labels, which include required patient information and are applied at the point of sale. MJ Freeway's current batch

tracking and test result logging structure already allows discrete packages of inventory to carry unique details including expiration dates and cannabinoid profiles.

Sec. 21a-408-47. Dispensing error reporting. Quality assurance program

(b) A dispensary facility shall include the following printed statement on the receipt or in the bag or other similar packaging in which marijuana is contained: "If you have a concern that an error may have occurred in the dispensing of your marijuana, you may contact the Department of Consumer Protection, Drug Control Division, by calling (Department of Consumer Protection telephone number authorized pursuant to section 21a-2 of the Connecticut General Statutes)." The dispensary facility shall print such statement in a size and style that allows it to be read without difficulty by patients.

MJ Freeway provides dispensary facilities with the ability to provide this statement at the point of sale. It may be provided through an information sheet that prints upon completion of the sale and is then included in the bag, or it may be added to the receipt itself.

Sec. 21a-408-49. Electronic system record-keeping safeguards

(a) If a dispensary facility uses an electronic system for the storage and retrieval of patient information or other marijuana records, the dispensary facility shall use a system that:

- (1) Guarantees the confidentiality of the information contained therein;
- (2) Is capable of providing safeguards against erasures and unauthorized changes in data after the information has been entered and verified by the dispensary; and
- (3) Is capable of being reconstructed in the event of a computer malfunction or accident resulting in the destruction of the data bank.

MJ Freeway maintains a highly redundant server architecture, with both hardware redundancy and data replication and backups. MJ Freeway's follows HIPAA security guidelines, which include maintaining stringent physical security of servers, maintaining access control restrictions to the data and servers, and protecting patient identifiable information through encryption.

Sec. 21a-408-50. Dispensary reporting into the prescription monitoring program

(a) At least once per day, a dispensary shall transmit electronically to the Drug

Control Division of the department the information set forth in the most recent edition of the Standard for Prescription Monitoring Programs established by the American Society for Automation in Pharmacy, a copy of which may be purchased from the American Society for Automation in Pharmacy on their Internet web site: www.asapnet.org.

(b) A dispensary shall transmit to the department, in a format approved by the department, the fields listed in this subsection, including, but not limited to, the following:

- (1) Drug Enforcement Administration Pharmacy number, which shall be populated by a number provided by the department;
- (2) Birth date;
- (3) Sex code;
- (4) Date order filled, which shall be the date marijuana is dispensed;
- (5) Order number, which shall be the serial number assigned to each marijuana product dispensed to a patient;
- (6) New-refill code;
- (7) Quantity;
- (8) Days supply;
- (9) National Drug Code number, which shall be provided by the department;
- (10) Drug Enforcement Administration Prescriber identification number;
- (11) Date order written, which shall be the date the written certification was issued;
- (12) Number of refills authorized;
- (13) Order origin code, which shall be provided by the department;
- (14) Patient last name;
- (15) Patient first name;
- (16) Patient street address;
- (17) State;
- (18) Payment code for either cash or third-party provider; and
- (19) Drug name, which shall be the brand name of the marijuana product.

(c) A dispensary shall transmit the information required pursuant to this section in such a manner as to insure the confidentiality of the information in compliance with all federal and Connecticut state statutes and regulations, including the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

MJ Freeway's GramTracker™ currently has the ability to capture all of items outlined above. Should the state provide the framework to allow it, MJ Freeway will happily construct an integration to report all required information directly to the state database as seamlessly and conveniently as possible.

Sec. 21a-408-52. Operation of production facility

(b) A producer shall not:

- (1) Produce or manufacture marijuana in any place except its approved production facility;
- (2) Sell, deliver, transport or distribute marijuana from any place except its approved production facility;
- (3) Produce or manufacture marijuana for use outside of Connecticut;
- (4) Sell, deliver, transport or distribute marijuana to any place except a dispensary facility located in Connecticut;

MJ Freeway's sales records, vendor records, purchase orders, transfer records and transport manifests document the source and destination of all marijuana that is dispensed from or obtained by the dispensary facility. These records are all time and date stamped and tied to an individual user to ensure accountability.

Sec. 21a-408-53. Minimum requirements for the storage and handling of marijuana by producers

(c)(4) Document the chain of custody of all marijuana and marijuana products.

MJ Freeway's seed-to-sale data management capabilities are specifically designed to capture the chain of custody of all marijuana products from creation of the plant, through cultivation, harvesting, processing, distribution, inventory and sale.

(d)(1) Handling mandatory and voluntary recalls of marijuana products. Such process shall be adequate to deal with recalls due to any action initiated at the request of the commissioner and any voluntary action by the producer to remove defective or potentially defective marijuana products from the market or any action undertaken to promote public health and safety by replacing existing marijuana products with improved products or packaging;

MJ Freeway's batch tracking information ties any finished product, all the way back to the original plant in came from. In addition, all sales of product from that batch can be identified. In the case of a product recall, simply reporting on the batch ID of the defective product would enable the dispensary facility to remove all product from that batch from their inventory and to contact all patients who purchased product from that batch.

(d)(3) Ensuring that any outdated, damaged, deteriorated, misbranded, or adulterated marijuana is segregated from all other marijuana and destroyed. This procedure shall provide for written documentation of the marijuana disposition;

MJ Freeway captures destruction of marijuana by recording an inventory adjustment, requiring that the reason code for the adjustment be entered to indicate destruction, giving the ability to enter a note with further information, and providing a time and date stamp, as well as identification of who entered the record. The destroyed product shows as a unique entry on inventory reports, enabling future reporting on destroyed product.

Sec. 21a-408-54. Producer record keeping

Producers shall keep records of all marijuana produced or manufactured and of all marijuana disposed of by them. Such records shall be maintained and made available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies and, in each case shall show:

- (1) The brand name, kind and quantity of marijuana involved;
- (2) The date of such production or removal from production;
- (3) A record of all marijuana sold, transported or otherwise disposed of;
- (4) The date and time of selling, transporting or disposing of the marijuana;
- (5) The name and address of the dispensary facility to which the marijuana was sold;
- (6) The name of the dispensary who took custody of the marijuana; and
- (7) The name of the production facility employee responsible for transporting the marijuana.

MJ Freeway's GrowTracker™ allows for detailed records of plant production, from seed to shipment, tracking strain/brand, harvest date and ingredients. Once harvested, useable product, useable byproduct, and waste can be tracked, and dealt with, independently. With static historical data and the Transport Manifest, chain of custody becomes traceable and unchangeable. MJ Freeway software serves as a thorough database of current and historic inventory and transactional data. The software features a suite of prepared reports, and its robust reporting engine allows dispensary ownership to produce custom reports as required. Should the state create its own custom form, we will strive to build it and incorporate it into the system.

Sec. 21a-408-56. Packaging and labeling by producer

(c) A producer shall label each marijuana product prior to sale to a dispensary and shall securely affix to the package a label that states in legible English:

- (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.
- (d) A producer shall not label marijuana products as "organic" unless the marijuana plants have been organically grown as defined in section 21a-92 of the Connecticut General Statutes and the marijuana products have been produced, processed, manufactured and certified to be consistent with organic standards in compliance with section 21a-92a of the Connecticut General Statutes.

MJ Freeway captures all of the data outlined above and will meet any production labeling requirements specified by Connecticut. Any specific label formatting or disclaimers required by the Department of Consumer Protection will be adhered to. After harvest, the production facility will be able to track the conversion of finished flower to discrete, uniquely label, sellable packages. MJ Freeway creates both inventory labels, which are applied to the product at the production facility, prior to sale, and patient labels, which include required patient information and are applied at the point of sale. MJ Freeway's current batch tracking and test result logging structure already allows discrete packages of inventory to carry unique details including expiration dates and cannabinoid profiles.

Sec. 21a-408-58. Laboratory testing

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(a) Immediately prior to manufacturing any marijuana product or packaging raw marijuana for sale to a dispensary, a producer shall segregate all harvested marijuana into homogenized batches.

(b) A producer shall make available each such batch at the production facility for a laboratory employee to select a random sample. The laboratory shall test each sample for microbiological contaminants, mycotoxins, heavy metals and pesticide chemical residue, and for purposes of conducting an active ingredient analysis.

(c) From the time that a batch of marijuana has been homogenized for sample testing and eventual packaging and sale to a dispensary facility, until the laboratory provides the results from its tests and analysis, the producer shall segregate and withhold from use the entire batch of marijuana, except the samples that have been removed by the laboratory for testing. During this period of segregation, the producer shall maintain the marijuana batch in a secure, cool and dry location so as to prevent the marijuana from becoming contaminated or losing its efficacy. Under no circumstances shall a producer include marijuana in a marijuana product or sell it to a dispensary facility prior to the time that the laboratory has completed its testing and analysis and provided those results, in writing, to the producer or other designated production facility employee.

Test	Specification
Alfatoxin B1	<20uG/KGofSubstance
Alfatoxin B2	<20uG/KGofSubstance
Alfatoxin O1	<20uG/KGofSubstance
Alfatoxin O2	<20uG/KGofSubstance
Ochratoxin A	<20uG/KGofSubstance

(3) For purposes of the heavy metal test, a marijuana sample shall be deemed to have passed if it meets the following standards:

Metal	NaturalHealthProductsAcceptablelimitsuG/KGBW/Day
Arsenic	<0.14
Cadmium	<0.09
Lead	<0.29
Mercury	<0.29

(4) For purposes of the pesticide chemical residue test, a marijuana sample shall be deemed to have passed if it satisfies the most stringent acceptable standard for a pesticide chemical residue in any food item as set forth in Subpart C of the federal Environmental Protection Agency’s regulations for Tolerances and Exemptions for Pesticide Chemical Residues in Food, 40 CFR 180.

(f) If a sample of marijuana passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the laboratory shall release the entire batch for immediate manufacturing, packaging and labeling for sale to a dispensary facility.

(g) The laboratory shall file with the department an electronic copy of each laboratory test result for any batch that does not pass the microbiological, mycotoxin, heavy metal or pesticide chemical residue test,

at the same time that it transmits those results to the producer. In addition, the laboratory shall maintain the laboratory test results and make them available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.

(h) A producer shall provide to a dispensary facility the laboratory test results for each batch of marijuana used in a product purchased by the dispensary facility. Each dispensary facility shall have such laboratory results available upon request to qualifying patients, primary caregivers and physicians who have certified qualifying patients.

MJ Freeway's batch tracking and inventory location functionality supports the requirements above for product control prior to the completion of testing. Finished product that is not yet tested can easily be maintained as separate inventory from that which is already tested and available for packaging or further processing. Laboratory results can be attached to product entries once they have been sent to the producer. MJ Freeway's GramTracker™ test results module allows a dispensary to attach test data to individual batches within the dispensary's inventory, ensuring that each unit of inventory can be correctly assigned a necessary test profile.

Sec. 21a-408-59. Brand name

(a) A producer shall assign a brand name to each marijuana product. A producer shall register each brand name with the department, on a form prescribed by the commissioner, prior to any sale to a dispensary facility and shall associate each brand name 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.

(b) A producer shall not label two marijuana products with the same brand name unless the laboratory test results for each product indicate that they contain the same level of each active ingredient listed within subsection (a)(1) to (4), inclusive, of this section within a range of 97% to 103%.

(c) The department shall not register any brand name that:

- (1) Is identical to, or confusingly similar to, the name of an existing non-marijuana product;
- (2) Is identical to, or confusingly similar to, the name of an unlawful product or substance;
- (3) Is confusingly similar to the name of a previously approved marijuana product brand name;

- (4) Is obscene or indecent;
- (5) May encourage the use of marijuana for recreational purposes;
- (6) May encourage the use of marijuana for a condition other than a debilitating medical condition;
- (7) Is customarily associated with persons under the age of 18; or
- (8) Is related to the benefits, safety or efficacy of the marijuana product unless supported by substantial evidence or substantial clinical data.

MJ Freeway software allows cultivators and dispensaries to establish strains within the database and attach them to batch information, along with potency and contamination testing performed on a batch by batch basis.

Sec. 21a-408-60. Transportation of marijuana

- (a) Prior to transporting any marijuana or marijuana product, a producer shall:
 - (1) Complete a shipping manifest using a form prescribed by the commissioner; and
 - (2) Securely transmit a copy of the manifest to the dispensary facility that will receive the products and to the department at least twenty-four hours prior to transport.
- (b) The producer and dispensary facility shall maintain all shipping manifests and make them available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.
- (c) A producer shall only transport marijuana products:
 - (1) In a locked, safe and secure storage compartment that is part of the vehicle transporting the marijuana; and
 - (2) In a storage compartment that is not visible from outside the vehicle.
- (d) A production facility employee, when transporting marijuana, shall travel directly from the producer facility to the dispensary facility and shall not make any stops in between, except to other dispensary facilities.
- (e) A producer shall ensure that all delivery times and routes are randomized.
- (f) A producer shall staff all transport vehicles with a minimum of two employees. At least one delivery team member shall remain with the vehicle at all times that the vehicle contains marijuana.
- (g) A delivery team member shall have access to a secure form of communication with employees at the production facility at all times that the vehicle contains marijuana.

(h) A delivery team member shall possess a department-issued identification card at all times when transporting or delivering marijuana and shall produce it to the commissioner, the commissioner's authorized representative or law enforcement official upon request.

MJ Freeway currently provides a robust shipping manifest, which includes sending and receiving party information, transporter information including route traveled and auto description, and a detailed product listing. Any specific format prescribed by the commissioner will be created within MJ Freeway.

Sec. 21a-408-64. Disposal of marijuana

(a) A dispensary, producer, laboratory, law enforcement or court official or the commissioner or the commissioner's authorized representative shall dispose of undesired, excess, unauthorized, obsolete, adulterated, misbranded or deteriorated marijuana in the following manner:

(1) By surrender without compensation of such marijuana to the commissioner or the commissioner's authorized representative; or

(2) By disposal in the presence of an authorized representative of the commissioner in such a manner as to render the marijuana non-recoverable.

(b) The person disposing of the marijuana shall maintain and make available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies a separate record of each such disposal indicating:

(1) The date and time of disposal;

(2) The manner of disposal;

(3) The brand name and quantity of marijuana disposed of; and

(4) The signatures of the persons disposing of the marijuana, the authorized representative of the commissioner and any other persons present during the disposal.

MJ Freeway captures destruction of marijuana by recording an inventory adjustment, requiring that the reason code for the adjustment be entered to indicate destruction, giving the ability to enter a note with further information, and providing a time and date stamp, as well as identification of who entered the record. The destroyed product shows as a unique entry on inventory reports, enabling future reporting on destroyed product.

Sec. 21a-408-65. Inventory

(a) Each dispensary facility and production facility, prior to commencing business, shall:

- (1) Conduct an initial comprehensive inventory of all marijuana at the facility. If a facility commences business with no marijuana on hand, the dispensary or producer shall record this fact as the initial inventory; and
- (2) Establish ongoing inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana, which shall enable the facility to detect any diversion, theft or loss in a timely manner.
- (b) Upon commencing business, each dispensary facility and production facility shall conduct a weekly inventory of marijuana stock, which shall include, at a minimum, the date of the inventory, a summary of the inventory findings, the name, signature and title of the individuals who conducted the inventory, the date of receipt of marijuana, the name and address of the producer from whom received, where applicable, and the kind and quantity of marijuana received. The record of all marijuana sold, dispensed or
- (c) A complete and accurate record of all stocks or brands of marijuana on hand shall be prepared annually on the anniversary of the initial inventory or such other date that the dispensary facility manager or producer may choose, so long as it is not more than one year following the prior year's inventory.
- (d) All inventories, procedures and other documents required by this section shall be maintained on the premises and made available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.
- (e) Whenever any sample or record is removed by a person authorized to enforce the provisions of sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies or the provisions of the state of Connecticut food, drug and cosmetic statutes and regulations for the purpose of investigation or as evidence, such person shall tender a receipt in lieu thereof and the receipt shall be kept for a period of at least three years.

MJ Freeway's GramTracker™ provides a robust inventory reconciliation tool, allowing a dispensary to run regular inventories of all stock stored at the dispensary and recording historical information so that management may refer back to any past reconciliation to see a summary of changes made. In addition, management may also perform manual inventory adjustments when a full reconciliation is unnecessary. To complement this, the system includes a thorough transaction history report which can be used to review all changes to inventory, including time, date, and user recording the change.

Sec. 21a-408-69. Dispensary facility and producer records; furnishing of information; audits

- (a) Each dispensary facility and producer shall maintain a complete set of all records necessary to fully show the business transactions related to marijuana for a period of the current tax year and the three immediately prior tax years, all of which shall be made available in accordance with section 21a-408-70 of the Regulations of Connecticut State Agencies.
- (b) The commissioner may require any licensee or registrant to furnish such information as the commissioner considers necessary for the proper administration of the Act and sections 21a-408-1 to 21a-408-70, inclusive, of the



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Regulations of Connecticut State Agencies, and may require an audit of the business of any dispensary facility or producer and the expense thereof shall be paid by such dispensary facility or producer.

MJ Freeway captures all historical data, within GramTracker™ and GrowTracker™, in easily viewable and exportable reports. 'READ ONLY' access can also be granted to the software, if needed.

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Introducing the CS3 Metrology System

Connecticut Natural Care uses its proprietary CS3 Metrology System to classify our cannabis products for the Natural Rx Care Guide.

This helps you and your Doctors choose the medicine that works best everytime.

The 'Cannabis Simplified Scoring System' (CS 3) is a proprietary algorithm that expresses each product's medically purposeful use based on its cannabinoid profile generated by laboratory test reports. When the lab results are processed by the CS 3 algorithm the format calculation yields a result of Natural Rx Care 1, 2, 3 or 4.

Each Natural Rx Care Number ("color family") comes in various strains and formulations to suit your individual preferences.

Which number works best for you?

- 1 Stimulating/Analgesic/Anti-inflammatory
- 2 Uplifting/Antiemetic/Increases Appetite
- 3 Relaxing/Reduces Muscle Tension/Anti-spasmodic
- 4 Sedating/Sleep Aid/Anti-anxiety



Feel better. Naturally.

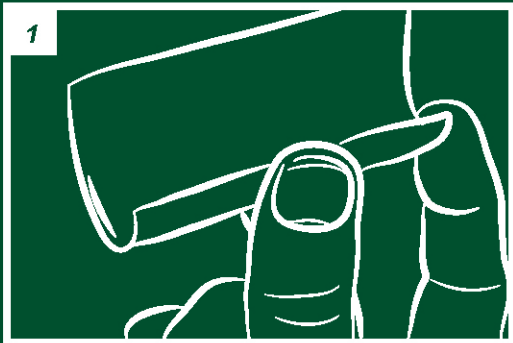
HOW TO ROLL A CANNABIS CIGARETTE

SMOKING CANNABIS is by far the most traditional form of ingestion. The dried flowers or leaves of the cannabis plant can be rolled into a joint (or cigarette), smoked using a pipe, or smoked using a water pipe (bong). Most patients feel the palliative effects of smoking dried cannabis within minutes. Depending on the individual and the potency and cannabinoid content of the variety, its effects can completely wear off almost within 90 minutes to a few hours. CT Natural Care recommends patients use a vaporizer or choose an edible form, which are safer alternatives to smoking.

CHECKLIST: GRINDER, ROLLING PAPER, 1/2 TO 3/4 GRAM OF YOUR PREFERRED MEDICAL GRADE CANNABIS

STEP 1: Pre-grind your cannabis. A complementary grinder is provided with your first NaturalRxCare purchase. By following steps 1-8 you should be able to roll a cannabis cigarette.

Step 1: take a fresh sheet of cigarette paper (with glue strip on top/facing you) and fold 1/3 from the bottom



Step 2: place ground cannabis into crease of the folded bottom portion of paper



Step 3: Gently hold paper and cannabis with thumbs in front. Use your ring and middle fingers to support the back.



Step 4: Gently roll the paper using your thumbs against your middle and ring fingers



Step 5: As you continue to roll upwards, gently tuck the paper into itself. Make sure not to roll the cigarette too tight



Step 6: Continue to tuck and roll until you reach the glue strip



Step 7: Lick the glue and complete roll.



Step 8: Twist one end of the paper gently to close the cigarette. Your cigarette should resemble fig. 8



Step 9: Light your cannabis cigarette and get the relief you need.

SUPPORT

Need help? Questions? Comments?
Please visit us at [iNaturalcare.com/support](https://www.inaturalcare.com/support).

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HOW TO VAPORIZE CANNABIS

VAPORIZING CANNABIS A vaporizer (for this guide, we use a PAX) is an electronic pipe that releases and delivers the active ingredients (cannabinoids) in the cannabis plant using low temperatures so that the cannabis doesn't burn. The active ingredients are inhaled as a vapor instead of smoke, which provides the patient with a much smoother experience. Patients used to traditional methods of smoking sometimes feel that they are not getting their medicine, until minutes later when the full effect is felt. Patients who vape usually report relief from doses of similar size to smoked cannabis.

CHECKLIST: GRINDER, VAPORIZER, 1/2 TO TO 1 GRAM OF YOUR PREFERRED MEDICAL GRADE CANNABIS

A complementary grinder is provided with your first NaturalRxCare purchase. By following steps 1-7 you should be able to effectively use your vaporizer.

Step 1: Grind cannabis. Most vaporizers work well with fine or coarsely ground raw flower. Special vaporizers for concentrates and oils are also available.



Step 2: With the unit off, place enough ground cannabis to fill the heating chamber.



Step 3: With the unit still off, use the oven lid to pack the chamber with moderate compression.



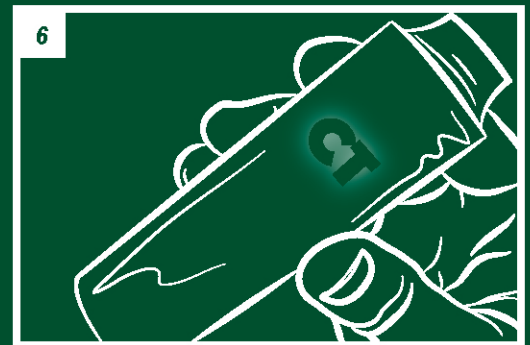
Step 4: Put the cover back on when fully packed.



Step 5: Push down on the mouthpiece to turn on the unit.



Step 6: The logo on the front of the unit will turn green when desired vaping temperature is reached.



Step 7: Draw the vapor from the mouthpiece using short puffs while inhaling and enjoy.



CT Natural Care recommends patients use a vaporizer (there are many types to choose from) or choose an edible form, which are safer alternatives to smoking.

The palliative effects of vaping cannabis can be felt within minutes.

Depending on the individual and the potency and cannabinoid content of the medicine, it's effects can completely wear off within 90 minutes, or several hours.

SUPPORT

Need help? Questions? Comments?
Please visit us at [iNaturalcare.com/support](https://www.inaturalcare.com/support).

FEEL BETTER. NATURALLY.



Lizzard USB Wristband

Dispensary USB
Giveaway 11.4.13



*Pantone Swatches to Match for
Future Order*



3435 C

(A) White Screenprints on a Dark Green Ground

